# REQUEST FOR PROPOSAL (RFP) DOCUMENT

# FOR

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

## SERVICE AGREEMENT (ALONG WITH SCHEDULES): PART – II

**Bid Ref. No.: 287/SPUM/NHM/EMTS/ALS/20-21**

**June 2021**

**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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June 2021

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Med Care 365 Medical Services Private Limited
Authorised Signatory
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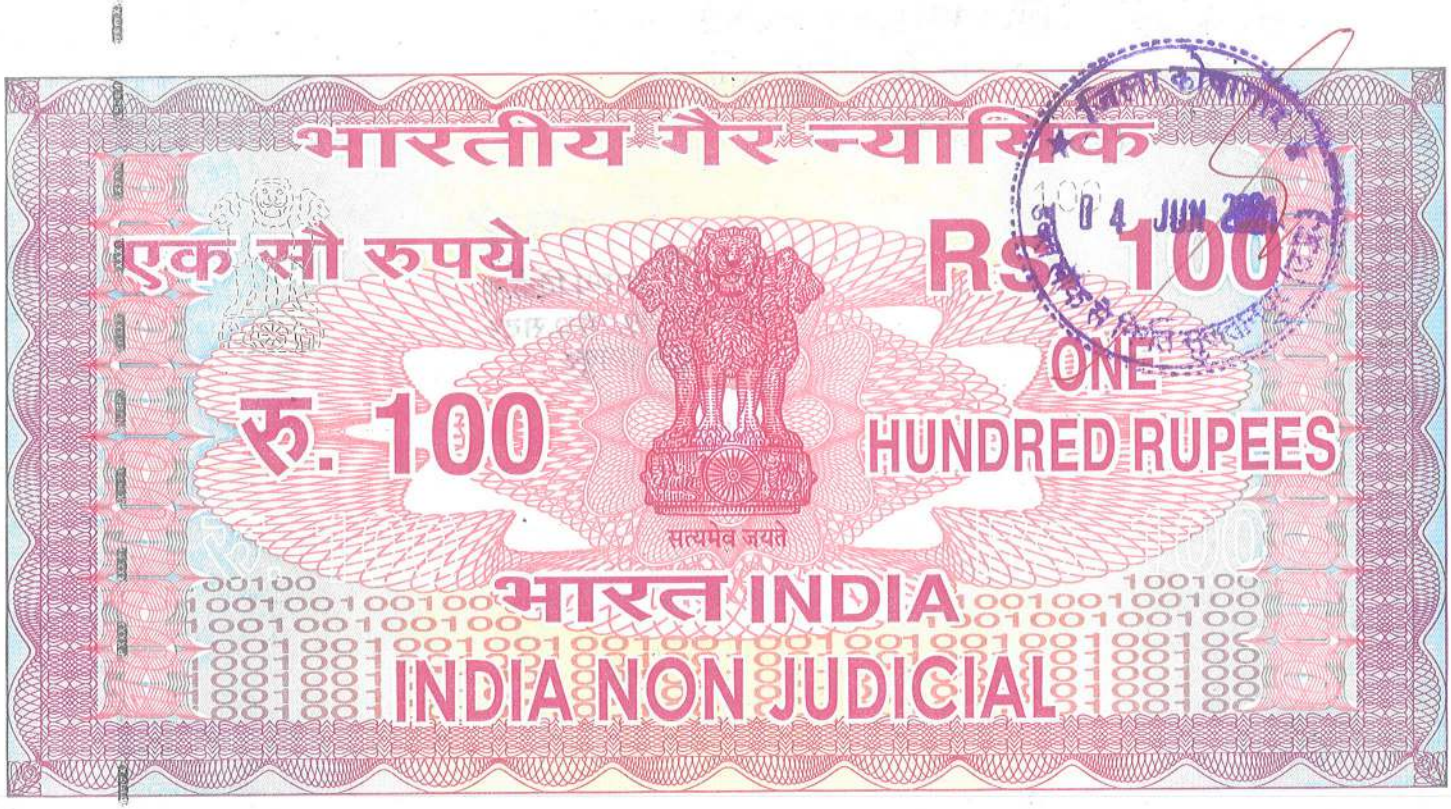


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FM 971494

## AGREEMENT

This Service Agreement is entered into on this the 28th day of **June, 2021** ("**Execution Date**") by and between:

1. **Mission Director, National Health Mission**, State of Uttar Pradesh, represented by its authorized representative Aparna U. and having its principal offices at Vishal Complex, 19-A Vidhan Sabha Marg Lucknow, U.P., India - 226001 (hereinafter referred to as the "**NHM**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the **First Part**;

And

2. **Directorate of Medical & Health Services**, State of Uttar Pradesh represented by its by its authorized representative Dr. D S Negi and having its principal offices at Qaisar Bagh, Lucknow, Uttar Pradesh- 226001 (hereinafter referred to as the "**Directorate**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the **Second Part;**

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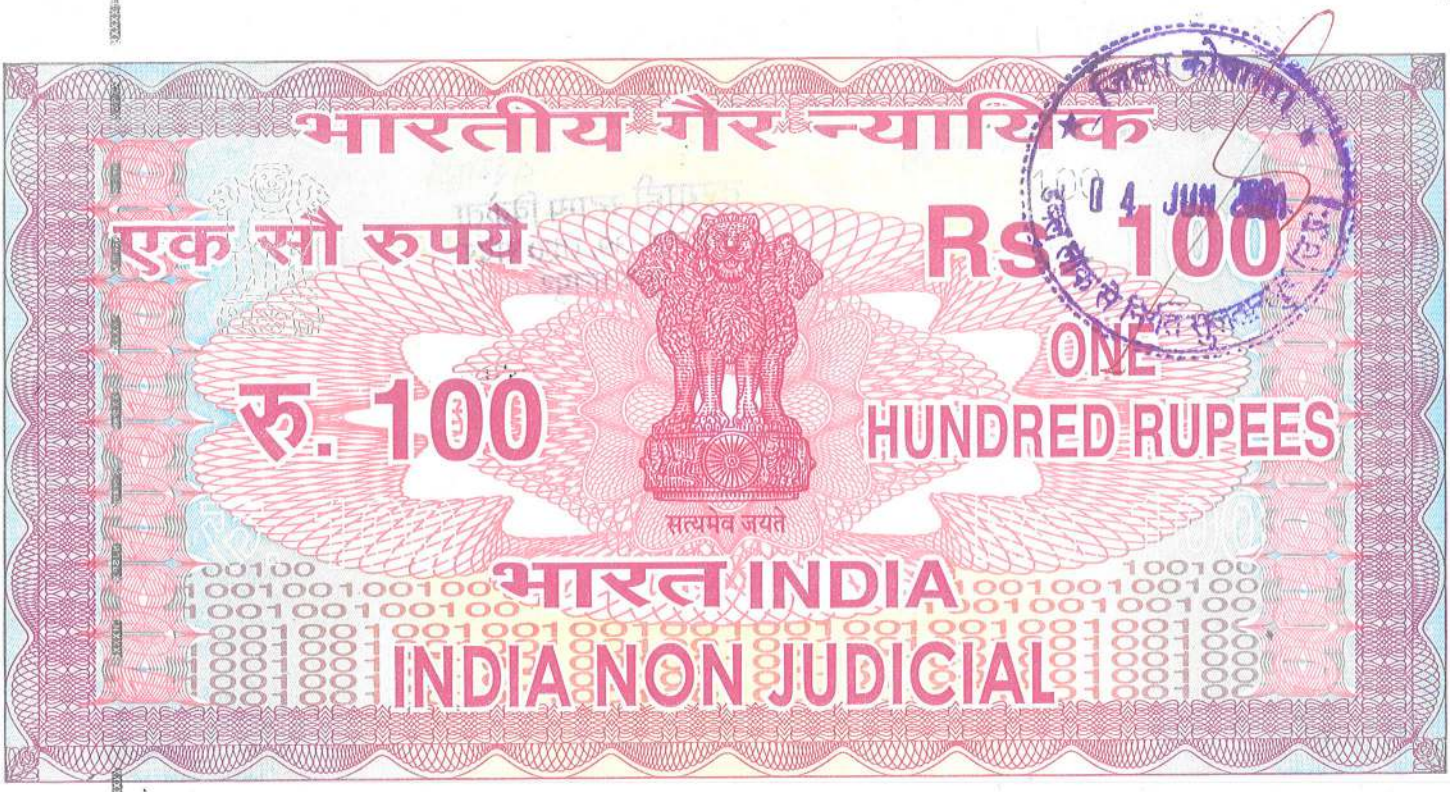


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And

3. **Med Care 365 Medical Services Private Limited**, a Company incorporated under the provisions of the Companies Act, 2013, (CIN No.- U85100MH2020PTC342845) and having its registered office at 23rd Floor, Sunshine Tower, Senapati Bapat Marg, Dadar (West), Mumbai- 400013, through its authorized representative CHANDAN DATTA (hereinafter referred to as the "**Service Provider**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the **Third Part**.

And

4. **Ziqitza HealthCare Limited**, CIN No.- U85110MH2002PLC138005 and having its registered office at 23rd Floor, Sunshine Tower, Senapati Bapat Marg, Dadar (W), Mumbai - 400013, through its authorized representative SURENDRA AGARNAL (hereinafter referred to as the "**Selected Bidder**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) joining the execution of the Agreement as confirming party; Party of the **Fourth Part**

"**NHM**" and the "**Directorate**" are hereinafter collectively or individually, as the contextmay admit and/or require, is referred to as "**Authority**".

"**Authority**", "**Service Provider**" and "Selected Bidder" are hereinafter referred to individually as "**Party**", and jointly as "**Parties**".

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**WHEREAS**

A. The Authority is desirous of engaging organizations with experience in the health sector and having social commitment to operate and manage Advanced Life Support (ALS) Ambulance Services in all the 75 districts of the State for the benefit of the general population ("**ALS Ambulance Services**").

B. The Authority had accordingly invited proposals by its Request for Proposal No. 287/SPUM/NHM/EMTS/ALS/20-21 dated 14.01.2021 (the "**Request for Proposal" or "RFP**") as subsequently modified by Corrigendum I and II dated 20.03.2021 and 07.04.2021, respectively, under this bid process from interested parties for undertaking the ALS Services. In response to the RFP, the Authority received applications from various Bidders including the Bid dated 26.04.2021 submitted by the Selected Bidder.

C. After evaluation of the Bid(s) received, the Authority had accepted the bid of the Service Provider and issued a letter of acceptance No. 287/SPMU/EMTS/ALS M&E/2020-21/TC/718 dated 31.05.2021 (hereinafter called the "**LOA**") to it requiring, inter alia, the execution of this Agreement within 15 days of the date of issue thereof.

D. The Selected Bidder has since promoted and incorporated the Service Provider as a Company under the Companies Act, 2013, and has requested the Authority by its letter dated 03.06.2021 to accept the Service Provider as the entity which shall undertake and perform the obligations and exercise the rights of the Consortium under the LOA, including the obligation to enter into this Service Agreement pursuant to the LOA for undertaking the ALS Ambulance Services;

E. The Authority has agreed to the said request of the Service Provider and agreed to enter into this Service Agreement with the Service Provider for implementation of the ALS Ambulance Services, subject to and on the terms and conditions set forth hereinafter.

F. The Service Provider represents and warrants that they have duly fulfilled all the terms and condition necessary for the execution of this Agreement as per the terms and condition in Bid documents and are in a position to execute this Agreement and Implement the Project as envisaged in the Bid and this document.

G. In light of compliance by the Selected Bidder of the pre-conditions to the execution of the Agreement, Authority has agreed to enter into this Agreement vesting the rights for

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the implementation of the ALS Ambulance Services with the Service Provider on the terms, conditions, and covenants hereinafter set forth in this Agreement

**NOW, THEREFORE**, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

## ARTICLE 1 - DEFINITIONS & INTERPRETATIONS

**1.1** In this Agreement, unless the context otherwise requires the following expressions shall have the meaning assigned as under:

a. **"Agreement" or "Service Agreement"** shall include this Agreement; all Schedules hereto; the terms contained in the Request for Proposal as amended and clarified by Authority till the submission of the bid by the interested parties;the LOA; the related agreements, inter-alia, including Bank Guarantee, undertaking and other instruments furnished by the Service Provider and the memorandums signed between the Service Provider and Authority from time to time in terms of this Agreement in regard to the Area of Operation and other matters, manner and method for implementation of the Project;

b. **"Agreement Period"** shall have the meaning ascribed to it in Clause 4.5;

c. "**ALS Ambulance**" or "**Ambulance**" means a Ambulances handed over to the Service Provider for undertaking ALS Ambulance Services in accordance with the provisions of this Agreement and the Applicable Laws, and Good Industry Practices;

d. "**ALS Ambulance Services**" shall mean undertaking operation and maintenance of ALS Ambulance including emergency medical services and transportation of patient to designated referral facility in accordance with terms of this Agreement. Further it is clarified that such service shall also include as under: Operations and Maintenance of ALS ambulances including the equipment installed within the ambulances and ALS ambulance vehicles. It also includes replenishment of all medical and non-medical consumables required in the ALS ambulances, and the service implies that the Service Provider will make the ALS ambulance available at any required location within the defined operational area at any time 24 hours in a day, 7 days in a week in the shortest time possible according to the Service Agreement. The service also includes the transportation of the patient to the specified destination in the shortest time possible as defined in the Service

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Agreement and in compliance with the directions issued by the patient's doctor for in transit patient care.

e. **"ALS Response Centre"** shall have the meaning ascribed to it in Clause 3.1.3 (h);

f. **"Applicable Laws"** means all laws, brought into force and effect by Government of India or the State including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

g. **"Area of Operation"** means the entire State of Uttar Pradesh inclusive of 18 divisions/75 districts of the State and any new district(s) if any carved out of existing district(s);

h. **"Authority"** shall have the meaning ascribed to the term in the preamble of this Agreement;

i. "**Authority Event of Default**" shall have the meaning ascribed to it in Clause 15.3;

j. "**Award**" shall have the meaning ascribed to it in Clause 16.2 (d);

k. "**Base Location**" shall have the meaning ascribed to it in Clause 5.6;

l. "**Bid Due Date**" means the last date on which the Bid may have been submitted in accordance with the provisions of the Request for Proposals;

m. "**Change in Law**" means the occurrence of any of the following after the Bid Due Date:

   i. the enactment of any new Indian law;
   ii. the repeal, modification or re-enactment of any existing Indian law;
   iii. the commencement of any Indian law, which has not entered into effect until the Bid Due Date;
   iv. a change in the interpretation or application of any Indian law, by a judgement of a court of record which has become final, conclusive and

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binding, as compared to such interpretation or application by a court of record prior to the Bid Due Date;

v. any change in the rates of any of the indirect Taxes that have a direct effect on the Project; or

vi. any lockdown orders or orders restricting the movement of persons/goods/vehicles issued by Central/ State Government under the Epidemic Diseases Act, 1897 and/or the Disaster Management Act, 2005. For avoidance of doubt, it shall not include any change in the rates of direct Taxes.

n. "**Change of Scope**" shall have the meaning ascribed to it in Clause 11.1;

o. "**Change of Scope Limit**" shall have the meaning ascribed to it in Clause 11.1;

p. "**Change of Scope Notice**" shall have the meaning ascribed to it in Clause 11.2.1;

q. "**Change of Scope Order**" shall have the meaning ascribed to it in Clause 11.2.3;

r. "**Coercive Practice**" shall have the meaning ascribed to it in Clause 13.2 (d);

s. "**Collusive Practice**" shall have the meaning ascribed to it in Clause 13.2 (c);

t. "**Commencement Date**" means the date on which every Condition Precedent is either satisfied within 30 (thirty) days from the Execution Date or any extension thereof, as stipulated in Clause 3.1.5, or is waived, as the case may be, in accordance with the provisions of this Agreement including Clause 3, and such date shall be the date of commencement of the Agreement Period;

u. "**Conditions Precedent**" shall have the meaning ascribed to it in Clause 3.1.1;

v. "**Corrupt Practice**" shall have the meaning ascribed to it in Clause 13.2 (a);

w. "**Cure Period**" means the period specified in this Service Agreement for curing any breach or default of any provision of the Agreement by the Agency and shall commence from the date on which a notice is delivered by the Authority to the Service Provider asking the latter to cure the breach or default specified in such notice;

x. "**Damages**" means mutually agreed genuine pre-estimate of loss and damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty;

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y. "**Directorate**" shall have the meaning ascribed to the term in the preamble of this Agreement;

z. "**Dispatch Officers**" shall mean the officer in ALS Response Centre who shall assign the Ambulance and instruct the Ambulance driver of the pickup and drop location;

aa. "**Dispute**" shall have the meaning ascribed to it in Clause 16.1 (a);

bb. "**Disputed Amount**" shall have the meaning ascribed to it in Clause 5.7;

cc. "**Encumbrances**" means any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Facilities;

dd. **"Execution Date"** means the date of signing this Service Agreement;ee.

"**Fixed Fee**" shall have the meaning ascribed to it in Clause 5.2.1;

ff. "**Force Majeure**" shall have the meaning ascribed to it in Clause 14.1.1;

gg. "**Fraudulent Practice**" shall have the meaning ascribed to it in Clause 13.2 (b);

hh. "**Good Industry Practice**" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Service Agreement in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

ii. "**Joint Memorandum**" shall have the meaning ascribed to it in Clause 4.3;

jj. **Intentionally Left Blank.** ;

kk. "**LOA**" shall have the meaning ascribed to the term in Recital C of this Agreement;

ll. "**Manpower**" means any or all employees, personnel, staff of the Service Provider whether sourced from outside or on the payroll of the Service Provider;

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mm. "**Monthly Fee**" shall have the meaning ascribed to it in Clause 5.2.1;

nn. "**Moratorium Period**" shall have the meaning set forth in Clause 3.1.4 (b)

oo. "**NHM**" shall have the meaning ascribed to the term in the preamble of this Agreement;

pp. **"Open Source Code"** means the code that is designed to be publicly accessible i.e. anyone can see, modify, and distribute the code as they see fit;

qq. "**Performance Security**" shall have the meaning ascribed to it in Clause 9.1.1;

rr. "**Project**" means the implementation, operation and maintenance of Advanced Life Support (ALS) Ambulance Services in State of Uttar Pradesh in accordance with the provisions of this Agreement and Schedules;

ss. "**Project Facilities**" mean and include all assets including the Ambulances fitted with medical equipment, other equipment, accessories, ALS Response Centre including the hardware and software, database and other materials used for the work and services under this Service Agreement;

tt. "**RFP**" shall have the meaning ascribed to the term in Recital B of this Agreement;

uu. "**Rights**" shall have the meaning ascribed to it in Clause 4.1;

vv. "**Satisfactory Working Condition**" means the standard that a reasonable person would regard as satisfactory taking into account technical functionalities (having regard to useful life as specified by relevant manufacturer), its utilization till handover, ordinary wear and tear, freedom from defects, safety and durability and all other relevant circumstances which would obstruct the functioning of the Ambulance for the execution of ALS Ambulance Services;

ww. "**Service Provider**" shall mean the company incorporated under the Companies Act, 2013 to execute this Service Agreement and undertake the Project in accordance with the terms of this Agreement;

xx. "**Service Provider Event of Default**" shall have the meaning ascribed to it in Clause 15.2;

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yy. "**Standard Operating Procedures**" means the procedure for operation of the Project to be developed by the Service Provider and approved by the Authority as per the guiding principles laid down in Schedule 3;

zz. "**Standard Ambulance Operating Protocol**" means the protocol for operation of Ambulances to be developed by the Service Provider and approved by the Authority as per the guidelines and framework laid down in Schedule 3;

aaa. "**State**" shall mean the State of Uttar Pradesh;

bbb. "**Termination Notice**" shall have the meaning ascribed to it in Clause 15.5;

ccc. "**Trip**" shall have the meaning ascribed to it in Clause 5.6;

ddd. "**Variable Fee**" shall have the meaning ascribed to it in Clause 5.2.1 (c).

The capitalised terms not specifically defined in this Agreement shall have the meaning as ascribed to them in the RFP.

**1.2** In this Agreement, unless the context otherwise requires,

a. references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

b. words referring to a **"person"** shall be construed as a reference to any individual, firm, company, corporation, society, trust, or any association;

c. the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

d. the words "**include**" and "**including**" are to be construed without limitation and shall be deemed to be followed by **"without limitation"** or **"but not limited to"** whether or not they are followed by such phrases;

e. any reference to any period of time shall mean a reference to that according to Indian Standard Time;

f. any reference to day shall mean a reference to a calendar day;

g. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

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h. references to a "**business day**" shall be construed as a reference to a day (other than a Sunday) on which banks in Lucknow are generally open for business;

i. any reference to any period commencing "**from**" a specified day or date and "**till**" or "**until**" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

j. the words importing singular shall include plural and vice versa;

k. references to any gender shall include the other and the neutral gender;

l. "**lakh**" means a hundred thousand (100,000) and "**crore**" means ten million (10,000,000);

m. references to the "**winding-up**", "**insolvency**", or "**reorganisation**" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;

n. save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this sub-clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;

o. any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, as the case may be, in this behalf and not otherwise;

p. the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

q. time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

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## 1.3 Measurements and Athematic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.







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## ARTICLE 2 – OBJECTIVE OF THIS AGREEMENT

**2.1** The objective of this Agreement is to provide 24 hours per day and 365 days a year Advanced Life Support ("ALS") Ambulance Services through rolling out 250 ALS Ambulances in Area of Operation.

**2.2** Responding to medical emergencies, providing advanced medical aid, and transporting the patient to the nearest referral hospital within the shortest possible time.

**2.3** The ALS Ambulance Services shall be coordinated through an ALS Response Centre as per the procedure specified in Schedule 1.

**2.4** Provision of trained manpower and ensuring each ALS Ambulance shall have a driver and an advanced cardiac life support certified emergency medical technician and consumables, medical equipment to manage ALS operations as detailed in Schedule 6.

**2.5** The nature of the work requires the Service Provider to function for a social cause, making available much needed emergency services to population at large in the Area of Operation.

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## ARTICLE 3 - CONDITIONS PRECEDENT

### 3.1 Conditions Precedent

3.1.1 Save and except as otherwise expressly provided in this Agreement, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 3.1 (the "**Conditions Precedent**").

3.1.2 The condition precedent required to be fulfilled by Authority prior to Commencement Date shall be deemed to have been fulfilled when the Authority shall have:

a. handed over the existing 250 ALS Ambulances to the Service Provider in accordance with Clause 4.3, and the Joint Memorandum recording such handover is duly drawn by Parties in the manner outlined in said Clause 4.3;

b. Approve the Standard Ambulance Operating Protocol and Standard Operating Procedure prepared and submitted by the Service Provider.

3.1.3 The Conditions Precedent required to be satisfied by the Service Provider prior to the Commencement Date shall be deemed to have been fulfilled when the Service Provider shall have:

a. provided Performance Security in terms of Article 9 of this Agreement;
b. ensure and procure that the Standard Ambulance Operating Protocol and Standard Operating Procedure are prepared, finalized and approved by the Authority;
c. taken over the ALS Ambulances as per the Joint Memorandum as per the procedure stipulated in Clause 4.3;
d. ensured that the Manpower and personnel for operating the ALS Ambulance Services are deployed or demonstrably ready to be deployed, and a list of such Manpower and personnel shall be handed over to the Authority;
e. obtained all such Applicable Permits unconditionally or if subject to conditions then all such conditions have been satisfied in full and such Applicable Permits are and
f. shall be kept in full force and effect for the relevant period during the subsistence of this Agreement;
g. received from the Service Provider copies (certified as true copies by an authorized officer of the Service Provider) of the constitutional documents of the Service Provider;
h. received copies (certified as true copies by a Director of the Service Provider) of all resolutions adopted by the Board of Directors of the Service Provider authorizing the execution, delivery and performance by the Service Provider of this Agreement;
i. Ensured and procured that an integrated call centre facility ("**ALS Response Centre**") as per the requirements of this Agreement is established and made

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Med Care 360 Medical Service Private Limited Director/Authorised Signatory

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operational. The ALS Response Centre shall be made fully equipped for receiving calls, through twenty-four hour dedicated phone lines, from the general public/ Chief Medical Superintendent (CMS)/Chief Medical Officer (CMO) as per Good Industry Practice;

j. Ensured and procured integration/coordination of ALS Response Centre with 250 ALS Ambulances into the system of ALS Response Centre for seamless operationalization of ALS Ambulances and ALS Response Centre in Uttar Pradesh; and

k. Ensured and procured monitoring application with Open Source Code ("**Monitoring Application**") for ensuring administration of drugs to each patient, equipment used for each patient care, while transferring the patient from one facility to another, so that ALS Ambulance is not just a patient transportation facility. The outcome of the Monitoring Application shall be filled by the ALS Ambulance staff for each trip and shall be made available on real-time basis to the Authority.

l. Ensured and procured development of an ALS Response Centre level dashboard prior to the Commencement Date, displaying the following minimum information:

   a. Equipment-status (functional/non-functional) daily basis for all Ambulances
   b. Drugs/Consumables- stock availability on a daily basis for all Ambulances
   c. Status of ALS Ambulance -availability and location for all ambulances
   d. Any other parameters decided during the finalisation of SOP as per the provisions stipulated in the Agreement.

m. Ensured and procured installation of Smart Phone and GPS in all the 250 ALS Ambulances.

Any of the conditions precedent set forth in this Clause 3.1.3, save and except the condition of 3.1.3 (c) thereof, may be waived as condition precedent obligation fully or partially by the Authority at any time in its sole discretion; however such waiver (if any granted) shall be without prejudice to fulfilment of such obligations as condition subsequent.

### 3.1.4 Obligations to satisfy Condition Precedents

a. The Service Provider and the Authority shall make all reasonable endeavours to procure the satisfaction in full of the Conditions Precedent set out in Clause 3.1.2 and Clause 3.1.3 above within 30 days of Execution Date or such extended period as provided under Clause 3.1.5 below. The Service Provider and the Authority shall make all reasonable endeavours to procure fulfilment of the conditions set

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forth in Clause 3.1.3 (c). Each Party shall bear its respective cost and expense of satisfying such Condition Precedent.

b. Upon satisfaction of all Conditions Precedent by the Service Provider, the Authority shall subject to terms hereof, forthwith declare the Commencement Date.

Without prejudice to the declaration of the Commencement Date as above, in the event Parties agree upon and undertake partial/ phased handover of Ambulance, and thereupon Service Provider Commences the operation of such Ambulances ("**Partial Commencement Date**"), then Service Provider shall be entitled for a Moratorium Period of 30 (thirty ) days from the Execution Date, extendable by another 15 days, during which time the sole entitlement shall be the waiver of Damages in respect of shortfall of ALS Ambulance Services put into phased operations.

Provided however that:

(a) the Moratorium Period automatically will stand suspended once the Commencement Date is declared;

(b) To achieve Partial Commencement Date for the relevant ALS Ambulance, the Service Provider shall be required to duly equip such ALS Ambulance in accordance with the terms hereof and demonstrate an operational ALS Response Centre;

(c) In respect of such partial commencement, the Service Provider shall be entitled for only Variable Fee and no Fixed Fee , whatsoever shall be payable for any partial commencement of ALS Ambulance.

(d) If there is any delay in handing over any or all the ALS Ambulances in Satisfactory Working Condition within 30 days by the Authority due to procedural reasons,, the Service Provider shall not be liable for any liquidated damages in respect of such ALS Ambulances that is not handed over. Notwithstanding the foregoing, in the event the Service Provider refuses to accept the handover of ALS Ambulances which are declared fit for handover after the joint inspection as per Clause 4.3.1, for any reason other than Force Majeure, the same shall amount to an event of default of the Service Provider under this Agreement and the Authority shall, without prejudice to its other rights and remedies under this Agreement or under law, have the right to terminate this Agreement in accordance with Clause 15 hereof.

c. The Parties shall notify each other in writing at least once a week on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

### 3.1.5 Damages for Delay and Deemed Termination

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a. Damages for Delay by the Service Provider

The Service Provider shall not be entitled to Fixed Fee until the achievement of Commencement Date as per the provisions of this Agreement.

b. Intentionally Left Blank

c. Without prejudice to the provisions of this Clause 3.1.5, the Parties expressly agree that in the event the Commencement Date does not occur within 30 (thirty) days from the Execution Date or within any extended period not exceeding another 15 (fifteen) days thereafter ("**Long Stop Date**"), for any reason whatsoever except Force Majeure or Authority's non-fulfilment of its obligations, as the case may be, all rights, privileges, claims and entitlements of the Service Provider under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Service Provider, and the Service Agreement shall be deemed to have been terminated. Provided, however, that in the event of termination on account of delay in occurrence of the Commencement Date for reasons attributable to the Service Provider, the Bid Security if subsisting or equivalent amount from the Performance Security (if furnished) of the Service Provider shall be encashed and appropriated by the Authority as Damages thereof.

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## ARTICLE 4 – ENGAGEMENT OF THE SERVICE PROVIDER

**4.1 The Rights**

4.1.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, the Authority hereby grants to the Service Provider and the Service Provider hereby accepts the Rights under this Agreement for a period of 5 (five) years, commencing from the Commencement Date including the exclusive right and authority during the subsistence of this Agreement to implement the Project ("**Rights**").

4.1.2 Subject to and in accordance with the terms and conditions set forth in this Agreement, the Rights hereby granted shall entitle the Service Provider to enjoy, and oblige the Service Provider to undertake the following in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits. The Service Provider hereby accepts the engagement to provide the ALS Ambulance Services through the operation and maintenance of the Project Facilities in the Area of Operation.

**4.2** The ALS Ambulance Services to be provided by the Service Provider are detailed in the **Schedule 1** hereto and shall, inter-alia, include:

(i) operation, maintenance and management of the ALS Ambulances and ALS Response Centre;
(ii) during the Agreement Period, the Service Provider shall procure, replace, operate and maintain the equipment and, hardware, medical equipment and consumables required for ALS Ambulances and ALS Response Centre as per the provisions of this Agreement;
(iii) designing, procurement, financing, operations and maintenance of software required for such ALS Ambulance Services; including setting up of ALS Response Centre, including refurbishing, renovation, equipment etc.
(iv) procurement, financing, stocking and maintaining of Inventories;
(v) staffing and training of Manpower for the operation, maintenance and management of ALS Ambulance Services;
(vi) reporting and maintenance of the database that is generated through operation, maintenance and management of ALS Ambulance Services;
(vii) ensuring that the performance standards in relation to ALS Ambulance Services are satisfied at all times;
(viii) to operate and maintain the ALS Ambulance Services in a sustained manner; and
(ix) Provide access to real-time ambulance location data based on GPS and/or Smart Phone data, at its own cost to the Authority; and ensure that at no given time Smart Phone and/or GPS shall be closed or shut or removed from the ALS Ambulance or in any other way made non-operational..

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### 4.3 Handover of ALS Ambulances

4.3.1 The Authority shall handover the ALS Ambulances to the Service Provider in the following manner:

(i) Prior to handing over the ALS Ambulances, a joint inspection shall be conducted on a mutually agreed date and time by the district level committee ("**Committee**") comprising representative(s) of
(a) Transport Department
(b) Nominated by Authority at district level
(c) Existing service provider
(d) Selected Service Provider
(e) Any other member nominated by Authority

The District Level Committee will be constituted by the Authority.

(ii) The joint inspection shall be undertaken by way of *inter alia* drawing a memorandum ("**Memorandum**") which may contain among others the following details:

a. Whether the ALS Ambulances are in Satisfactory Working Condition or not; and
b. existing equipment installed therein with details of its functionality except normal wear and tear.

(iii) Signing of the Memorandum, in 2 (two) counterparts (each of which shall constitute an original), by the Committee, shall be deemed to constitute a valid handover of the ALS Ambulances to the Service Provider for undertaking obligations in the Area of Operation during the Agreement Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever.

(iv) The Authority shall handover the ALS Ambulances to the Service Provider in Satisfactory Working Condition after joint inspection. For the avoidance of doubt, it is clarified that the cost to make the equipment in the ALS Ambulances operational which are found to be non-operational or replacement of any such equipment which are found to be condemned during the joint inspection shall be borne by the Authority.

(v) The Authority shall procure and replace ALS Ambulances which have completed their life expectancy or meets any other relevant parameter of replacement as per the Condemnation Policy defined in Clause 7.1.13. Provided that the Service Provider shall be responsible to procure and maintain, at its own cost, all the equipment required for putting any such replaced ALS Ambulances in operation as per Schedule- 6 of this Agreement.

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4.4 The Authority may without prejudice to the above, may decide to apply the aforesaid process in a phased manner resulting into the sequential handover of the ALS Ambulances.

**4.5 Area of Operation**

The Service Provider shall provide the ALS Ambulance Services only in the State of Uttar Pradesh.

**4.6 Agreement Period**

The Service Provider shall commence the ALS Ambulance Services from the Commencement Date for a term of 5 (Five) years, or the earlier Termination of this Agreement in terms hereof ("**Agreement Period**") and during which the Service Provider is authorized to implement the Project and to operate the Project Facilities in accordance with the provisions hereof.

i. In the event of Termination, the Agreement Period shall mean and be limited to the period commencing from the Commencement Date and ending with the Termination;

ii. At the end of the Agreement Period or sooner Termination of this Agreement for any reason whatsoever, all rights given under this Service Agreement shall cease to have effect and the Project Facilities shall revert to the Authority

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## ARTICLE 5 – CONSIDERATION AND PAYMENT TO SERVICE PROVIDER

**5.1** The consideration provided in this Service Agreement shall be the full and comprehensive consideration for all the Services to be performed and the obligations undertaken by the Service Provider under this Service Agreement and the Service Provider shall not directly or indirectly be entitled to any other sum either from the Authority, users of ALS Ambulance services or any other person, whatsoever.

**5.2** Subject to the provisions of this Service Agreement and in consideration of the Service Provider undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Service Agreement, Authority agrees and undertakes to pay to the Service Provider fee on a monthly basis the following:

5.2.1 The Authority shall provide minimum lumpsum amount of INR 1.25 Crore (Rupees One Crore Twenty-Five Lakhs) per month ("**Fixed Fee**") for overhead expenses such as the salary, insurance and maintenance. The Fixed Fee shall be paid from the Commencement Date. The Service Provider shall ensure that:

a. All ALS Ambulances are in accordance with the Agreement are in Satisfactory Working Condition and in accordance with Good Industry Practice after allowing 5% non- operational Ambulances on any given day;

b. In case the non-operational ALS Ambulances are more than 5%, then there would be proportionate deduction from the Fixed Fee, for every percentage (%) shortfall below the threshold limit of 95% availability of ALS Ambulance.

c. An ALS Ambulance which does not undertake any trip on a given day shall be considered as unavailable unless it furnishes a documentary proof under the signature of the concerned CMO/CMS to the effect that the ALS Ambulance was available, but no trip was assigned.

d. In addition to the Fixed Fee, the Service Provider shall be payable the variable fee of **Rs. 24.94 (Rupees Twenty-Four and paisa Ninety-Four per kilometer)** ("**Variable Fee**"). This amount shall be payable as per Clause 5.6 below for the distance covered starting with the first kilometer of operations. The Service Provider shall be entitled to the Variable Fee from the Partial Commencement Date, however the Fixed Fee shall only be payable to the Service Provider upon achievement of Commencement Date.

It is hereby clarified that, **Fixed Fee** and **Variable Fee** are hereinafter collectively referred to as **"Monthly Fee"**

**5.3** The payment of Monthly Fee in accordance with this Agreement shall be subject to deductions on account of Damages provided in this Agreement, and shall be inclusive of all taxes other than GST. GST, if any, shall be payable along with the Monthly Fee.

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**5.4** The Monthly Fee shall be paid on the calendar month basis, subject to the following terms:

(a) Upon achievement of Commencement Date, the Monthly Fee payable for the first calendar month after the Commencement Date shall be calculated pro-rata on the basis of number of days from the Commencement Date to the end of said calendar month.

(b) In case of Partial Commencement Date: The Variable Fee payable for the first calendar month after the Partial Commencement Date shall be calculated pro-rata on the basis of number of days from the Partial Commencement Date to the end of said calendar month.

For avoidance of doubt, it is clarified that the Service Provider shall be entitled to a Moratorium Period of 30 (thirty) days from the Execution Date, extendable by another 15 (fifteen) days. During this Moratorium Period, no Damages shall be levied on the Service Provider on the shortfall of Services as per the Agreement. In the event the Service Provider commences the operations of the ALS Ambulances during the Moratorium Period, it shall be entitled only to the Variable Fee from the Partial Commencement Date, and Key Performance Indicators will be calculated only for these operational ALS Ambulances.

**5.5** The Monthly Fee shall be subject to an annual escalation. An annual escalation of the Monthly Fee shall be applicable on the first anniversary of the Commencement Date and thereafter during the Agreement Period, the Service Provider shall be entitled to annual escalation equivalent to the average inflation rate of the previous 12 (twelve) months as disclosed by CPI (IW) index of India on the last payable Monthly Fee in accordance with the provisions of this Agreement.
This annual escalation on Monthly Fee shall be applicable *only* if there are no Damages due and payable by the Service Provider to the Authority in accordance with the terms of this Agreement; prior to the first anniversary of the Commencement Date.

**5.6** The Service Provider shall be required to submit invoices by 7th (seventh) day of every month, for the previous month, along with a declaration stating that it has performed all the activities and tasks envisaged under this Services Agreement. The invoices shall be supported by monthly reports as per Schedule 7 of this Service Agreement and any other Reports or Documents as may be mutually decided from time to time. The basis of determining the Kilometer travelled shall be the base location of the ALS Ambulance (**"Base Location"**).For avoidance of doubt, it is hereby clarified that, one trip shall be calculated by way of the Base Location being the starting point; thereafter the distance covered to reach to assigned pick up location plus the distance covered from assigned pickup location to drop location plus distance covered from drop location to Base Location shall be reckoned to complete one trip (**"Trip"**). Base Location shall be the location where the ALS Ambulance is specified to be parked. This Base Location shall be determined through GPS coordinates for each of the 250 ALS Ambulances prior to Partial Commencement Date/ Commencement Date, whichever is earlier. Base Location can only be changed with prior express permission of the Authority.

In case the ALS Ambulance after dropping the patient to the assigned drop location and before reaching the Base Location gets reassigned for another patient pick up and

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accordingly proceeds to the new assigned pick up location instead of going back to the Base Location, the earlier Trip shall be considered deemed to be completed and the new Trip shall be deemed to commence.

Further, if ALS Ambulance reaches the pickup location based on the call received at ARC and the patient transfer does not occur, such Trip **shall not be billable.**

**5.7** The Authority shall pay 80% of the invoice value to the Service Provider within 3 weeks from the date of receipt of the invoice. The remaining Monthly Fee shall be paid after scrutinizing the invoice raised by the Service Provider and upon being satisfied about the correctness of invoice so raised. In case, the Authority raises concerns about the correctness of any item in the invoice (the "**Disputed Amount**"), the Authority in such scenario may demand explanation from the Service Provider and hold the payments corresponding to the Disputed Amount in the invoice and pay only the undisputed portion of the invoice. The responsibility to prove the correctness of Disputed Amount shall lie on the Service Provider. Non-Payment relating to Disputed Amount shall not be considered as Authority Event of Default under Clause 15.3 of this Agreement.

**5.8** The balance 20% of the Monthly Fee, subject to Disputed Amount shall be payable by the Authority to the Service Provider not later than 60 (sixty) days of receiving the invoice from the Service Provider. The Authority shall make payment under this Agreement in the account designated by the Service Provider.

**5.9** The Authority at its discretion may appoint any other external agency for verifying invoices/claims, monitoring of processing and handling the disbursement of Payments or any other amount payable to the Service Provider etc.

**5.10** In case, the 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 of 0.01% (point zero one percent) on the unpaid amount for each day's delay subject to limit of 10% of the unpaid amount. The Service Provider shall submit the documents as specified in the Schedules along with the invoice; otherwise it will be deemed incomplete, thus not accepted. In case of any discrepancy, Service Provider shall be required to submit clarification. The Authority at its discretion may require the Service Provider to submit the format of invoice prior to its submission. This invoice will be undisputed and unpaid..

**5.11** Notwithstanding any verification made by the Authority or any external agency, 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 Authority, solely at the discretion of the Authority, two times of the amount wrongly invoiced or claimed.

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**5.12 Authority's Right to Set off**

The Authority shall have the right to set off any amounts due and payable by Service Provider to the Authority under this Agreement including those payable due to non-compliance of Key Performance Indicators (KPIs) under Schedule 5.

**5.13** Only where no payment is payable by the Authority to the Service Provider or the monthly Payment together with any other amounts payable to the Service Provider by Authority is less than the amount payable by the Service Provider, that such excess amounts and/or required deductions may be recovered through encashment of the Bank Guarantee.

**5.14** The Service Provider shall provide the ALS Ambulances Services free of cost to the public.

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## ARTICLE 6 – PROJECT FACILITIES

**6.1** Ownership of all the Project Facilities (except the ALS Response Centre with its hardware and software) utilized for the purposes of the implementation of the Project shall at all times vest with the Authority, and the Service Provider unconditionally consents to the same.

**6.2** Ownership all databases as well as intellectual property rights for the databases generated shall vest exclusively with the Authority.

**6.3** The Service Provider has no right, title or interest or any form of ownership rights over any of the Project Facilities (except the ALS Response Centre with its hardware and software as per the specifications). It is hereby clarified that the Service Provider shall not get any right, title or interest in the Ambulances or any equipment and the Service Provider has no right to create any right, interest or title or any Encumbrance in relation to the Project Facilities (except the ALS Response Centre with its hardware and software) in favour of any third party.

**6.4** The Service Provider shall ensure that all the Ambulance and ALS Response Centre equipment and technology including software except for the Manpower that are procured for the purpose of providing ALS Ambulance Services and implementation of the Project, shall be transferred in Satisfactory Working Condition, upon the expiry or earlier Termination of the Agreement, to Authority without any limitation and any additional burden, financial or otherwise on the Authority. 2 (two) months prior to the expiry of the Agreement Period, a joint inspection shall be conducted to identify the operational status and condition of ALS Ambulances and the restorative/ repair works that is required to be undertaken by the Service Provider at its own cost to put the ALS Ambulance in Satisfactory Working Condition prior to handback, as per the provisions of this Agreement.

**6.5** The Service Provider shall bear all costs and expenses relating to obtaining any user license in favour of Authority or for ensuring the due transfer of the equipment, software and technology to Authority upon the expiry or earlier Termination of the Agreement. The Service Provider shall ensure that all warranties and/or guarantees that may be valid and existing at the time of expiry and/or earlier Termination of the Agreement are also transferred to Authority with the relevant equipment hardware/software and/or technology, as the case may be without any cost to the Authority.

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## ARTICLE 7 – OBLIGATIONS OF THE SERVICE PROVIDER

### 7.1 Obligations of Service Provider

7.1.1 The Service Provider shall submit Performance Security for an amount of Rs. 50,000,000/- (Rupees five crores only) before the Commencement Date as per Article 9;

7.1.2 The Service Provider shall procure and maintain at all times during the Agreement Period, all required Approvals for implementing the Project;

7.1.3 The Service Provider shall comply with all Applicable Laws, including labour laws and COVID related protocols;

7.1.4 The Service Provider agrees and undertakes to render ALS Ambulance Services and other work and services under this Service Agreement with regularity throughout the Agreement Period;

7.1.5 The Service Provider shall inspect, examine and takeover in presence of Authority's representative, the existing ALS Ambulances, which are in the possession of and being operated by the existing operator as per Clause 3.1.3 (c);

7.1.6 The Service Provider shall be obliged to maintain the Ambulance Services and work at the responsibility of the Service Provider by maintaining the ALS Ambulance Services and Project Facilities in Satisfactory Working Condition and as per Good Industry Practice and ensure deployment of Manpower required;

7.1.7 The Service Provider shall bear all operational costs and expenses relating to ALS Ambulance Services, including major and minor repairs, fuel cost, Manpower cost, equipment, medicine & consumables cost, etc. The service provider shall be liable to make payment and clear all applicable payments / salaries / invoices to its staff and vendors by 7th day of every month;

7.1.8 Subject to this Service Agreement, the Service Provider shall maintain the ALS Ambulance and all medical equipment, medicines and consumables for the ALS Ambulance as per the specification contained in Schedule 6. The Service Provider shall maintain adequate stock of all medicines, consumables and equipment;

7.1.9 The Service Provider shall ensure that the Standard Ambulance Operating Protocol are prepared, finalized and approved by the Authority;

7.1.10 The Service Provider shall ensure that ALS Ambulances are equipped with Global Positioning System (GPS) and Smart Phone and shall also provide APN Sim for the

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Smart Phone. Any hardware which requires replacement/ upgrading with respect to the latest technological advancement, which in turn enables to make the emergency response service faster and more efficient should be done by the Service Provider during the Agreement Period at their own cost;

7.1.11 The Service Provider shall operate the ALS Ambulance Services and ensure that ambulance services are available on 24 hours per day and 365 days a year basis to the people without any charges being levied from the public. In the event of any repair or total loss or other factors affecting the ALS Ambulance or the non-availability of any Project Facility or Manpower deputed for any ALS Ambulance Service, the Service Provider shall make alternate arrangement of same standards, at its cost and responsibility, of ALS Ambulances or Manpower, on hire to maintain the services as stipulated in this Service Agreement.

7.1.11 A The Service Provider shall ensure that not more than 5% of the ALS Ambulances shall be non-operational on any given day, after the Commencement Date, during the Agreement Period. The Service Provider shall arrange alternative ALS Ambulance of similar type to cover up for the shortfall, if any, in number of ALS Ambulances below 95%. The basis of determining non- operational ALS Ambulance shall include but not be limited to the following:

a. Duty assigned to the ALS Ambulance, Smart Phone or GPS is found to be shut/closed/removed or in any way made non-functional;
b. Key equipment such as ventilator found to be non operational during inspection of the ALS Ambulance by the Authority; and
c. Real time information to the Authority by the Driver in case ALS Ambulance is non- operational.

7.1.12 The Service Provider shall replace the ALS Ambulance, as per Schedule VI of Service Agreement or equivalent in case of total loss due to accident at its own cost and register the vehicle in the name of the Authority;

7.1.13 The Service Provider shall intimate and request for procurement of new ALS Ambulances, to the Authority 6 (six) months prior to any ALS Ambulance in the fleet having completed the life expectancy or any other relevant parameter as per applicable Government order, as clarified from time to time ("Condemnation Policy") . For the avoidance of doubt, it is clarified that such ALS Ambulances which have been declared unfit for operations shall not be counted towards the fleet strength of ALS Ambulances for any other purpose under this Agreement.

The Authority shall procure and replace such ALS Ambulances which have completed their life expectancy or any other relevant parameter as per the Condemnation Policy defined above. However, the Service Provider shall be responsible to procure and maintain, at its own cost all the equipment required for putting such new ALS

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Ambulances in operation for purposes of this Agreement as per Schedule- 6 of this Agreement.

7.1.14 The Service Provider agrees to ensure that all the ALS Ambulances are equipped with (GPS) and Smart Phone to ensure all trip distances and ambulance locations are accurately recorded. The Service Provider shall also provide APN Sim for the Smart Phone. The specification of Smart Phone and APN Sim is set out in Schedule 10 Part I of this Agreement. The Specification of GPS is set out in Schedule 10 Part II of this Agreement;

7.1.15 The Service Provider shall provide GPS based Trip data on real time basis to the 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;

7.1.16 The Service Provider shall duly maintain such records including Patient Care Records (PCR), log books etc. of each trip in electronic medium and make available the same to the Authority on real time basis;

7.1.17 The Service Provider agrees that it shall cooperate and shall be obliged to give all the requisite information and details to the Authority or any other designated representative of the Authority for the purpose of verification of its claims;

7.1.18 The Service Provider agrees and undertakes to render services incidental to the scope and conditions of work as contained in this Service Agreement without any extra charges or payment provided that the quantum of such extra work does not result in extra expenditure to the Service Provider;

7.1.19 The Service Provider acknowledges and agrees that the Selected Bidder {A Single Bidder} shall hold 100% (hundred per cent) of the paid up and subscribed equity of the Service Provider at all times until the expiry of the Agreement Period. In case the Selected Bidder is a Consortium, the Members of the Consortium whose Technical or Financial experience has been evaluated in RFP stage, shall subscribe to at least 26% (twenty six percent) of the paid up and subscribed equity of the Service Provider until expiry of the Agreement Period. The Lead Member shall hold at least 51% (Fifty one Percent) of the subscribed and paid up equity share capital of the Service Provider throughout the Agreement Period. The Consortium Members shall collectively hold 100% (hundred per cent) of the paid up and subscribed equity of the Service Provider

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until expiry of the Agreement Period. The Service Provider shall take prior approval of the Authority in case of any Change in Ownership;

7.1.20 The Service Provider hereby covenants that it shall at all times during the Agreement Period maintain such displays, promotional material and/or messages as may bedirected or approved by the Authority, free of cost;

7.1.21 The Service Provider acknowledges and accepts that the technology and software that shall be financed, procured and/or developed by the Service Provider shall be provided to the Authority, free of cost, in accordance with the provisions of this Service Agreement, for the purposes of using the said software for the ALS Ambulance Service;

7.1.22 The Service Provider hereby covenants that it shall duly maintain the Project Facilities free and clear of all liens, claims, and encumbrances and it shall not at any time create any charge, lien or encumbrances whatsoever over the Project Facilities in favour of any other person. The Service Provider shall maintain the Project Facilities in good condition;

7.1.23 The Service Provider hereby covenants that it or its Manpower shall not use the Project Facilities for any purpose other than for the purposes of this Service Agreement;

7.1.24 The Service Provider shall during the Agreement Period duly insure, effect andmaintain at its own cost and at all times adequate comprehensive insurance cover in regard to ALS Ambulances and such other insurance cover which the Service Providerconsiders necessary in accordance with the Good Industry Practices, to hold all other Parties harmless. The insurance policies so procured shall mention Service Provider asco-insured. The Service Provider shall furnish to the Authority the copies of insurance policy certificates, copy of receipt of insurance premium paid to maintain such insurance during the Agreement Period. If Service Provider fails to effect and maintain insurance policy for which it is responsible pursuant hereto, the Authority shall have the option to effect and maintain any such insurances in which case the Authority shall recover the cost thereof from the Service Provider. All insurance proceeds received shall be applied for the reconstruction of the ALS Ambulances except for insurance proceeds unrelated to physical damage or loss of life or injury.

It is agreed that in the event of any insurance claim arising in respect of the ALS Ambulances, the Service Provider shall lodge the claim with the insurance company and the Authority shall disburse the insurance proceeds as received solely for reconstruction/ reinstallation/ purchase of ALS Ambulances and/ or any covered

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equipment in favour of the Service Provider. The Service Provider shall upon receiving such proceeds restore the ALS Ambulances to their original operable conditions;

7.1.25 The Service Provider shall undertake all major and minor maintenance, servicing and replacement of spares and equipment in ALS Ambulances;

7.1.26 The Service Provider shall be responsible for fuelling of the ALS Ambulances;

7.1.27 The Service Provider shall achieve response time of 30 (thirty) minutes in urban and 45 (forty-five) minutes in rural areas under the Area of Operation. The Service Provider acknowledges and accepts that response time for ALS Ambulance Services and ALS Ambulances is the essence of this Service Agreement.

7.1.28 The Service Provider shall duly provide stabilization and first aid to the user of the ALS Ambulance Services and shall be obliged to transport the user to such facility as instructed by the caller.;

7.1.29 The Service Provider shall ensure that a chart marking availability of all medical consumables in the ALS Ambulance is maintained and updated by its Manpower at all times;

7.1.30 The Ambulance should be regularly serviced and maintained to reduce the risk of breakdown. The responsibility for maintenance will lie with the Service Provider for breakdown or repairs of ALS Ambulances and other Project Facilities;

7.1.31 The Service Provider has to ensure that the staffing norms mentioned in the Schedules are adhered to and reported to the Authority or any other agency appointed by the Authority. The Service Provider shall ensure that the Manpower for operating the ALS Ambulance Services are deployed or demonstrably ready to be deployed, and a list of such Manpower shall be handed over to the Authority;

7.1.32 The Service Provider shall share/provide a link to the Authority which will allow the Authority to access the GPS and Smart Phone for real time monitoring;

7.1.33 The Service Provider agrees that the Authority or its representative shall at all times have access to all the data pertaining to this Project;

7.1.34 The Service Provider shall duly ensure it will undertake ALS Ambulance Services in accordance with Good Industry Practices in operation;

7.1.35 Data Confidentiality: No data pertaining to the Project should be leaked. The knowledge and/or confirmation of any violation of this Clause 7.1.35, based on intelligence gathered, provisioned information or complaint received, shall lead to

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instant termination of this Service Agreement and the Service Provider shall pay Liquidated Damages of INR 10,00,000, which would be appropriated from the Performance Security and/or the due payment.

7.1.36 The Service Provider shall hand over ambulances, on the Transfer Date, in operative, road worthy and Satisfactory Working Condition to Authority, without any limitation and any additional burden, financial or otherwise on the Authority;

7.1.37 The Service Provider shall bear all costs and expenses relating to obtaining any user license or Approvals in favour of the Authority or for ensuring the due transfer of the Project Facilities to the Authority upon the expiry of the Agreement Period or earlier termination of this Service Agreement

7.1.38 The Service Provider acknowledges that it shall appoint and recruit Manpower and impart adequate training to the Manpower for performance of all its the obligations in accordance with the terms, conditions and covenants set forth in this Service Agreement for the operation, maintenance and management of ALS Ambulance Services and Project Facilities. The Manpower appointed for operation of the ALS Ambulance Services shall be the employees of the Service Provider or hired by Service Provider on contract and the Authority will not be liable for any acts of omission/ commission vis-à-vis the employee appointed by the Service Provider or hired by him on contract as the case may be. The Service Provider shall maintain 95% operation availability of ALS Ambulances irrespective of staff resignations or strikes or any other such disruptions.

7.1.39 In case any of the ALS Ambulance handed over by the Authority to the Service Provider is damaged on account of accident or fire or any other reason or is detained at any police station or is not available for operations for any other reasons (except Force Majeure), as the case may be, in such event the Service Provider shall repair or replace such ALS Ambulance with Ambulance of same specifications and equipment at its own cost. Further, if the Service Provider chooses to deploy similar ALS Ambulances as a back-up for meeting the availability requirement of 95%, such back up ALS Ambulance must match the specifications and equipment of the ALS Ambulance provided by the Authority. The Service Provider shall be responsible for procurement and fabrication of such back up ALS Ambulances at no additional cost to the Authority. Further, such back up ALS Ambulances shall be certified by the Authority or authorised representative of the Authority.

7.1.40 The Service Provider shall be responsible to establish, procure, operate, manage and maintain the ARC as per the specification contained in Schedule 1,;

7.1.41 The Service Provider shall ensure integration of 250 ALS ambulances into its system for seamless operationalization of ALS Ambulances and ALS Response Centre call centre in Uttar Pradesh;

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7.1.42 The Service Provider shall ensure and procure that the management of Manpower recruited and deployed for taking ALS calls in ALS Response Centre;

7.1.43 The Service Provider shall ensure that all the calls landing at ALS Response Centre for the requirement of ALS Ambulance, are effectively handled;

7.1.44 This ALS Response Centre Dashboard shall be made available to the Authority for all 250 Ambulances once every 24 hours. Further the Service Provider shall inform the Authority immediately as soon as any of the Ambulances becomes non-operational for any of the above-mentioned reasons.

7.1.45 During the Agreement Period, the Service Provider shall procure, replace and maintain the equipment in the ALS Ambulances, at its own cost. Further, the Service Provider shall ensure that all the equipment procured and installed are as per Good Industry Practices and the quality standards of all the Medical Equipment must be certified by Indian/ International recognised agency. Additionally, the Service Provider shall provide the details of every replaced equipment in the ALS Ambulances to the Authority on quarterly basis.

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## ARTICLE 8 – OBLIGATIONS OF THE AUTHORITY

### 8.1 Obligations of Authority

8.1.1 The Authority shall be responsible for financing and procurement of all the ALS Ambulances. . The Authority shall ensure that all vehicles should be registered, and appropriate warranties are taken before transfer of the same to the Service Provider.

8.1.2 The Authority shall hand over the existing 250 ALS Ambulances to the Service Provider as per Clause 3.1.2 (a);

8.1.3 The Authority shall be responsible for payment of the Monthly Fee mentioned in Article 5 of this Service Agreement.

8.1.4 The Service Provider shall procure the dedicated phone lines in the name of the Authority and bear all the expenses for the usage of the dedicated phone lines for the purpose of this Project during the Agreement Period. The Authority shall reimburse cost of procurement and recurring bills (for incoming calls only). Non-recurring cost shall be borne by the Service provider.

8.1.5 The Authority shall be responsible for Promoting public awareness in emergency response through various State agencies and departments on the uptake of ALS Ambulance Services are incorporated into existing campaigns of the State wherever appropriate.

8.1.6 The Authority shall ensure that it shall provide and facilitate the space to park the Ambulances.

8.1.7 The Authority shall provide appropriate assistance in implementation of the Project.

8.1.8 The Authority shall be responsible for the monitoring and evaluation of the Project and Project Activities.

8.1.9 The Authority will instruct the Districts to provide all necessary assistance to the Service Provider and coordinate the smooth implementation and operation of the Project in the respective District. The Authority may also constitute a High Powered

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Committee to provide policy direction, assistance and regulations for the implementation and operation of the Project.

8.1.10 Intentionally Left Blank;

8.1.11 Intentionally Left Blank;

8.1.12 The Authority shall ensure and procure that IVRS based Feedback of each trip from the patient has been taken;

8.1.13 The Authority shall decide on the deployment/re-deployment of Ambulances, at strategically selected locations in State of Uttar Pradesh, in order to attend all emergencies effectively and within specified response time;

8.1.14 Intentionally Left Blank;

8.1.15 The Authority shall ensure and procure provision of real time application data to the Service Provider; and

8.1.16 Intentionally Left Blank;

8.1.17 The Authority shall, at its cost procure and replace such ALS Ambulances which have completed its life expectancy or any other relevant parameter as per the Condemnation Policy. The Service Provider shall, 6 (six) months prior to any ALS Ambulances fulfilling any criteria of Condemnation Policy notify the Authority for replacing such ALS Ambulances. For avoidance of doubt, it is clarified that, till the time such ALS Ambulance are replaced by the Authority, the relevant Key Performance Indicator for response time standard i.e. delay in arrival and delay in dispatch of ALS Ambulances shall be relaxed with tolerance/trigger level of the said Key Performance Indicators extended to twice thereof.

8.1.18 The Authority shall through a district level committee, which shall also have representation from the Service Provider and chaired by representative of the Authority (as per the directives issued by Government from time to time), decide on the deployment/re- deployment of Ambulances, at strategically selected locations, in order to attend all emergencies effectively and within specified response time.

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## ARTICLE 9 – PERFORMANCE SECURITY

### 9.1 Performance Security

9.1.1 The Service Provider shall, for the performance of its obligations hereunder, provide to the Authority no later than 30 days from the Execution Date, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 5,00,00,000/- (Rupees five crores only) valid up to 6 months post expiry of Agreement Period ("**Performance Security**"). Until such time the Performance Security is provided by the Service Provider pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Service Provider. No interest shall be payable by the Authority against the Performance Security. The Selected Bidder/Service Provider shall keep the Performance Security, valid at all times during the stipulated period and renew it 30 (thirty) days prior to the expiry of its validity, as applicable;

### 9.1.2 Appropriation of Performance Security

a. In the event of the Service Provider being in default in the due and faithful performance of its obligations under this Agreement and failing to remedy such default within the Cure Period, the Authority shall without prejudice to its other rights and remedies hereunder be entitled to encash and appropriate the Performance Security as Damages for such default. Upon such encashment and appropriation of the Performance Security, Authority shall grant a period of 15 (fifteen) days to the Service Provider to provide fresh Performance Security and the Service Provider shall within the time so granted furnish to Authority such Performance Security failing which Authority shall be entitled to terminate this Agreement under Article 15.

b. Notwithstanding anything to the contrary contained in Clause 9.1.2 (a) above, upon furnishing of fresh Performance Security in accordance with Clause 9.1.2 (a) above, the Service Provider shall be granted an additional period of 60 (Sixty) days as Cure Period for remedying the defaults and complying with his obligations under this Agreement. In the event of the Service Provider continuing to be in breach of the provisions of this Agreement after such Cure Period, Authority shall be entitled to terminate this Agreement under the provisions of Article 15.

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## 9.2 Release of Performance Security

The Performance Security shall remain in force and effect by the Service Provider, throughout the Agreement Period and subject to this Clause 9.2, shall be released after 90 (ninety) days of Transfer Date in accordance with this Agreement.

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## ARTICLE 10 – CHANGE IN LAW

**10.1** If as a result of Change in Law, the Service Provider suffers an increase in operational costs or reduction in net after-tax return or other financial burden the aggregate financial effect of which exceeds the Fixed Fee received in a relevant financial year, the Service Provider may so notify the Authority so as to place the Service Provider in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased cost, reduction in return or other financial burden as aforesaid. Upon notice by the Service Provider, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and agree on the amount that may be payable:

For this purpose the Service Provider shall make available all supporting documents, evidences, documentary proof to assist the Authority to evaluate such claim and establish the increase in costs or reduction in net after-tax return or other financial burden, require the Authority to pay an amount that would place the Service Provider in the same financial position that it would have enjoyed had there been no such Change in Law.

Upon receipt of such particulars of and supporting documents, evidences, documentary proof thereof, the Authority shall verify the same and upon satisfaction that the Change in Law has resulted in increase in costs or other financial burden on the Service Provider, pay to the Service Provider, the amount specified therein within 15 days of the notice; provided that if the Authority shall dispute such claim of the Service Provider, the same shall be settled in accordance with the dispute resolution mechanism as per Article 16. For the avoidance of doubt, it is agreed that this Clause 10.1 shall be restricted to changes in law directly affecting the Service Provider's costs of performing its obligations under this Service Agreement. For avoidance of doubt, if due to Change in Law, the arrangement envisaged under this Agreement becomes untenable or the purpose of the Agreement stands defeated or frustrated, the same shall be deemed as Force Majeure and will be dealt with as spelt out under the provisions of Article 14 hereto.

If as a result of Change in Law the Service Provider incurs a reduction in cost or increase in net after tax return or other financial gain the aggregate financial effect of which exceeds the Fixed Fee received in a relevant financial year the Service Provider shall pay to the Authority that would put the in the same financial position as it would have enjoyed had there been no such Change in Law.

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## ARTICLE 11– CHANGE OF SCOPE

### 11.1 Change of Scope

The Authority may, notwithstanding anything to the contrary contained in this Agreement, require provision of additional ALS Ambulance Services by way of increase in number of ALS Ambulances beyond 250 initial ALS Ambulances that are handed over for provision of ALS Ambulance Services; such change to be implemented as contemplated by this Agreement (the "**Change of Scope**"). Provided however, the Change of Scope shall not exceed in aggregate 50% (fifty per cent) of the original number of ALS Ambulances i.e. 250 ("**Change of Scope Limit**"). Additional ambulances (if any) shall be paid at the prevailing rate at the time of additional deployment. Any such Change of Scope shall be made in accordance with the provisions of this Article 11 and the costs thereof shall be borne by the Service Provider.

### 11.2 Procedure for Change of Scope initiated by Authority

11.2.1 In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Service Provider a notice specifying in reasonable detail the services contemplated thereunder (the "**Change of Scope Notice**").

11.2.2 Upon receipt of a Change of Scope Notice, the Service Provider shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary Documentation in support thereof;

11.2.3 Upon receipt of information set forth in Clause 11.2.2 above, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Service Provider, and the Parties shall, thereupon make good faith efforts to agree upon the manner of implementation thereof. Upon reaching an Agreement, the Authority shall issue an order (the "**Change of Scope Order**") requiring the Service Provider to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Service Provider to proceed with the performance thereof;

11.2.4 In case additional ALS Ambulance are required to deployed pursuant to the Change of Scope Order, such ALS Ambulances shall be provided by the Authority at its own cost in the manner detailed hereafter, however the operation and maintenance of the additional ALS Ambulance shall be the responsibility of and shall be undertaken by the Service Provider in accordance with the provision of this Agreement. The Fixed Fee shall be increased proportionately, for instance; increase in 100 ALS Ambulances will imply that the cost of procurement and fabrication of these ALS Ambulances shall be borne by the Authority and there would be a 40% (forty percent) increase in the Fixed

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Fee paid to the Service Provider. The Variable Fee shall be paid at the applicable per Kilometer rate without any variation.

Notwithstanding anything to the contrary contained in this Article 11, the Service Provider shall be entitled to nullify any Change of Scope Order if the number of additional ALS Ambulance exceeds Change of Scope Limit.

### 11.3 Payment for Change of Scope

The Service Provider shall, after commencement of services, present to the Authority bills for payment in respect of the services, and the Service Provider shall be paid in accordance with terms of this Agreement.

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## ARTICLE 12 – APPOINTMENT OF COMMITTEES, AGENCIES, ETC.

**12.1** Authority at its discretion may constitute committees or appoint external agencies for the monitoring of performance, processing and verifying invoices/claims, handling disbursement of funds, etc.

Authority may from time to time appoint and reconstitute appropriate committees and agencies, to monitor and coordinate the work and services of the Service Provider and undertake various studies, investigation, inquiries, verifications, etc. as may be considered appropriate.

**12.2** **Intentionally Left Blank.**

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## ARTICLE 13 – REPRESENTATIONS AND WARRANTIES

**13.1** The Service Provider represents and warrants that:

(i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or registration;

(ii) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(iii) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;

(iv) it has the requisite standing and capacity including to undertake the work under this Agreement;

(v) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(vi) all the information furnished in the Proposal is, and shall be, true and correct as on the Execution Date and the balance sheet and profit and loss account of the Service Provider for its every accounting year after the Execution Date furnished to the Authority shall give true and fair view of the affairs of the Service Provider;

(vii) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or any covenant, agreement, understanding, decree or order to which, it is a Party or by which it or any of its properties or assets is bound or affected;

(viii) there are no actions, suits, proceedings, or investigations pending or, to the Service Provider's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Service Provider under this Agreement or which individually or in the aggregate may result in any adverse effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Agreement;

(ix) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Agency which may result in any adverse effect or impairment of

the Service Provider's ability to perform its obligations and duties under this Agreement;

(x) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have adverse effect on its financial condition or its ability to perform its obligations and duties under this Agreement;

(xi) No representation or warranty by the Service Provider contained herein or in any other document furnished by it to the Authority, or to any Governmental Agency in relation to applicable permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(xii) it warrants that no sums, in cash or kind, have been paid or will be paid by or on behalf of the Service Provider, to any person by way of fees, commission or otherwise for securing or entering into this Agreement or for influencing or attempting to influence any officer or employee of Authority in connection therewith; and

(xiii) it shall duly renew and maintain Bank Guarantee at all times up till six months after the expiry of the Agreement Period in full force and effect in accordance with the provisions of this Agreement.

**13.2** The Service Provider undertakes to observe the highest standard of ethics during the performance of the work under this Agreement without indulging in any Corrupt, Fraudulent, Collusive or Coercive Practices. For the purposes of this provision, the terms set forth below shall have the meaning assigned to them as follows:

a. "**Corrupt Practice**" means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;

b. "**Fraudulent Practice**" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

c. "**Collusive Practices**" means a scheme or arrangement between two or more Service Providers, with or without the knowledge of Authority, designed to influence the action of any party in the procurement process or execution of the contract; and

d. "**Coercive Practices**" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of the contract.

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**13.3** The Service Provider acknowledges that prior to the submissions of the Proposal, the Service Provider had after a complete and careful examination made an independent evaluation of all the information provided by the Authority and had determined to the Service Provider's satisfaction the nature and extent of such difficulties, risks and issues as are likely to arise or may be faced by the Service Provider in the course of performance of its obligations hereunder.

**13.4** The Service Provider acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Authority shall not be liable for the same in any manner whatsoever to the Service Provider.

**13.5** The Service Provider Confirms that it has incorporated the Service Provider as Company to execute the Project according to the terms and conditions of this Agreement and the Service Provider shall be liable for all the acts and omissions to the Project during the Agreement Period.

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## ARTICLE 14 – FORCE MAJEURE

### 14.1 Force Majeure

14.1.1 The Service Provider or Authority, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that the Authority or the Service Provider, as the case may be, is unable to render such performance by reason of an event of Force Majeure (a "**Force Majeure**").

14.1.2 In this Agreement, "Force Majeure" means any event or circumstance or combination of events and circumstances, which satisfies all the following conditions:

a) materially and adversely affects the performance of an obligation;
b) are beyond the reasonable control of the affected Party;
c) such Party could not have prevented or reasonably overcome the materially adverse effect with the exercise of Good Industry Practice or reasonable skill and care;
d) do not result from the negligence or misconduct of such Party or the failure of such Party to perform its obligations hereunder; and
e) any consequence of which have an effect described in Clause 14.1.1

14.1.3 "**Force Majeure**" includes the following events and/or circumstances to the extent that they, or their consequences satisfy the requirements set forth in Clause 14.1 and Clause 14.2:

i. Change in Law as referred in Clause 10.1 to be deemed as Force Majeure
ii. war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India;
iii. revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
iv. nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Project Facilities, unless the source or cause of the explosion, contamination, radiation or hazardous thing is brought to or near the Project Facilities by the Service Provider or any affiliate of the Service Provider or any contractor or sub-contractor of the Service Provider or any such affiliate or any of their respective employees, servants or agents;
v. strikes, go-slows and/or lockouts which are in each case widespread, nationwide or political; provided, however that local strikes only affecting (actually or as claimed) Service Provider and/or its contractors shall not be deemed as Force Majeure.
vi. any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, within India;

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vii. explosion (other than a nuclear explosion or an explosion resulting from an act of war) within India;

viii. epidemic (including COVID-19 or plague within India);

ix. any event or circumstances of a nature analogous to any events set forth in paragraphs (i) to (viii) above, within the State.

14.1.4 The non-availability of the Manpower, ALS Ambulances and/or other Project Facilities due to repair etc. and strike as specified in Clause 14.1.3 above shall not be considered as Force Majeure and it shall be the responsibility of the Service Provider to arrange for appropriate alternatives to maintain the services and work as stipulated in this Agreement.

**14.2 Procedure for Force Majeure**

14.2.1 If a Party claims relief on account of a Force Majeure event, then the Party claiming to be affected by the Force Majeure event shall, immediately on becoming aware of the Force Majeure event, give notice of and describe in detail: (i) the Force Majeure event(s) that has occurred;(ii) the obligation(s) affected as described in Clause 14.1; (iii) the dates of commencement and estimated cessation of such event of Force Majeure and (iv) the manner in which the Force Majeure event(s) affect the Party's obligation(s) under this Agreement. No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

14.2.2 The affected Party shall have the right to suspend the performance of the obligation(s)affected as described in Clause 14.1, upon delivery of the notice of the occurrence of a Force Majeure event in accordance with Clause 14.2.1 above.

14.2.3 The time for performance by the affected Party of any obligation or compliance by the affected Party with any time limit affected by Force Majeure, and for the exercise of any right affected thereby, shall be extended by the period during which such Force Majeure continues and by such additional period thereafter as is necessary to enable the affected Party to achieve the level of activity prevailing before the event of Force Majeure. During the subsistence of Force Majeure, the Parties shall enter into Good faith discussions with a view to resolve the hardship/adverse impact of the Force majeure, and towards this may mutually agree to modify the terms and conditions relating to the obligation of the Service Provider under this Agreement.

14.2.4 The Party receiving the claim for relief under Force Majeure shall, if it wishes to dispute the claim, give a written notice of dispute to the Party making the claim within 15 (fifteen) days of receiving the notice of claim. If the notice of claim is not contested within 15 (fifteen) days as stated above, all the Parties to this Agreement shall be

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deemed to have accepted the validity of the claim. If any Party disputes a claim, the Parties shall follow the procedures set forth in Clause 16.

### 14.3 Mitigation

The Party claiming to be affected by an event of Force Majeure shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such event of Force Majeure.

### 14.4 Termination due to Force Majeure

14.4.1 If Force Majeure event continues for more than continuous period of 180 days or for aggregate period of 270 days in a year, either Party shall have the right to terminate this Agreement by giving a notice of termination in respect thereof.

### 14.4.2 Termination Payment for Force Majeure Events

Upon Termination of this Agreement due to Force Majeure, pursuant to Clause 14.4.1, Termination Payment to the Service Provider shall be made in accordance with the following:

a. Return of the Performance Security submitted, after adjusting applicable deductions/ Liquidated Damages as per the provisions of this Agreement;
b. Payment of Monthly Fee due and payable;

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## ARTICLE 15 – TERMINATION

**15.1** This Agreement shall terminate by efflux of time on the expiry of the Agreement Period.

**15.2** Each of the following events or circumstances, to the extent not caused by a default of Authority or Force Majeure shall be considered for the purposes of this Agreement as events of default of the Service Provider (**"Service Provider Event of Default"**) which, if not remedied within the Cure Period set forth below, or where no Cure Period is specified, within 60 (sixty) days, upon receipt of written notice from Authority, shall provide Authority the right to terminate this Agreement in accordance with Article 15:

(a) The Service Provider collects monies/ fees in any form from the beneficiaries/users;

(b) The Service Provider has failed to comply with the performance indicators namely Non-Response Default to the assignments are found to be more than 2% of the cases in each Calendar Month and the default continues for a period of 6 months;

(c) There are more than 0.1% cases of failure by the Service Provider to adhere to the Standard Operating Procedures in each Calendar month as verified by the Authority and the default continues for a period of 6 months;

(d) The Service Provider receives a feedback below a score of 3 (three) in a calendar month if there are more than 50% (fifty per cent) instances of calls from ALS Response Centre;

(e) The Service Provider fails to submit or does not maintain the Performance Security or comprehensive insurance as provided in this Agreement;

(f) a resolution is passed by the shareholders of the Service Provider for the voluntary winding up of the Service Provider;

(g) The shareholding of the Selected Bidder/Consortium Members falls below the minimum prescribed under Clause 7.1.19 and the Service Provider does not suo moto cure such default within 90 (ninety) days of its occurrence;

(h) The Service Provider is adjudged bankrupt or insolvent or a trustee or receiver is appointed for the Service Provider or for any of its property that has a material bearing on the Project;

(i) A petition for winding up of the Service Provider is admitted by a court of competent jurisdiction;

(j) If it is observed that the supporting bills submitted by the Service Provider are incorrect, false or manipulated;

(k) the Performance Security has been encashed and appropriated in accordance with Clause 9.1.2 and the Service Provider fails to replenish or provide fresh Performance Security within a Cure Period of 15 (fifteen) days;

(l) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.1.2, the Service Provider fails to meet any Condition Precedent or cure the Service Provider Default, as the case may be, for which

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Attached Case 365 Medical College
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whole or part of the Performance Security was appropriated, within a Cure Period of 60 (sixty) days;

(m) The Service Provider abandons the operations of the ALS Ambulance Services for more than 15 (fifteen) consecutive days without the prior consent in writing of Authority, provided that the Service Provider shall be deemed not to have abandoned such operation if such abandonment was as a result of Force Majeure Event and is only for the period when such Force Majeure Event is continuing;

(n) The Service Provider repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement;

(o) Three instances of submission of incorrect invoices or claims by the Service Provider; and

(p) The Service Provider is in material breach of any of its obligations under this Agreement.

**15.3 Authority Events of Default**

The Service Provider may after giving 90 (ninety) days' notice in writing to Authority terminate this Agreement upon the occurrence and continuation of any of the following events (each a "**Authority Event of Default**"), unless any such Authority Event of Default has occurred as a result of Service Provider Event of Default or due to a Force Majeure Event:

(a) The Service Provider does not receive any undisputed payment within 60 (sixty) days after the payment due date and such default in performance of the obligations continue for a period of further 60 (sixty) days;

(b) The Authority fails to perform any of its material obligations under this Agreement or is in material breach of any obligations under this Agreement.

**15.4 Intentionally Left Blank.**

**15.5 Termination Notice**:

Without prejudice to any other rights or remedies which the Authority may have under the Agreement, upon occurrence of Service Provider Default or for any other reason whatsoever at the discretion of the Authority, the Authority shall be entitled to terminate the Agreement by issuing a termination notice ("**Termination Notice**") to the Service Provider; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Agreement of its intention to issue the Termination Notice and grant 15 (fifteen) days to the to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

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## 15.6 Termination Payment due to Service Provider's event of default

Upon Termination on account of a Service Provider's Default during the Agreement Period,

a. Without prejudice to any other rights of the Authority and subject to Clause 15.6 (a) below, if the termination is due to a Service Provider's Default, then the undisputed amount shall be due and payable to the Service Provider by the Authority. The entire Performance Security would be forfeited as Damages;

b. the Authority shall be entitled to claim, adjust and receive from said payment and the Service Provider shall be obliged to pay, without any demur, reservation or protest, all dues payable or owed by the Service Provider as Damages, at the time of such termination of the Agreement.; and

c. Service Provider shall hand over all the Project Facilities (including intellectual property developed during the course of rendering of the Services which are not being used by the Service Provider on license from third party IPR owners). Further, ownership of all databases as well as intellectual property rights for the databases generated shall vest exclusively with the Authority..

## 15.7 Termination due to Authority's event of default

Upon Termination of this Agreement on account of the Authority Event of Default:

a. The Authority shall proceed to determine and disburse the balance undisputed amount of the Monthly Fee due and payable to the Service Provider. Service Provider shall hand over all the Project Facilities (including intellectual property developed during the course of rendering of the Services which are not being used by the Service Provider on license from third party IPR owners) to the Authority. Further, ownership of all databases as well as intellectual property rights for the databases generated shall vest exclusively with the Authority.

b. Return the Performance Security submitted, after adjusting applicable deductions/ liquidated damages as per the provisions of this Agreement. Authority shall be entitled to recover the amount due to it from the outstanding termination payment.

c. Notwithstanding anything to the contrary contained in this Agreement, termination of this Agreement shall be without prejudice to other rights of the Authority including its right to claim and recover damages and other rights and remedies which it may have in law or under this Agreement.

## 15.8 Upon Expiry or earlier Termination of this Agreement, the Service Provider shall:

(a) notify Authority forthwith about the location and particulars of all Project Facilities; and

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(b) deliver forthwith the possession and control to Authority or any person designated by Authority of the 250 Ambulances and other Project Facilities in operable condition, free and clear of all encumbrances and execute such deeds, writings and documents as may be required by Authority and under Applicable Laws for fully and effectively divesting the Service Provider of all of the rights and interests in the Project Authority.

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## ARTICLE 16 – DISPUTE RESOLUTION

**16.1 Amicable Resolution:**

(a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including incompletion of the Project, between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause16.1 (b) below.

(b) In the event of any dispute between the Parties, either Party may call upon the Additional Chief Secretary/ Principal Secretary, Dept. of Health & Family Welfare, Government of Uttar Pradesh to mediate and assist the Parties in arriving at an amicable settlement thereof. Additional Chief Secretary/ Principal Secretary, Dept. of Health & Family Welfare, Government of Uttar Pradesh shall meet with the Service Provider not later than 15 (fifteen) days from the date of such request to discuss and attempt to amicably resolve the Dispute.

(c) If the dispute is not amicably resolved pursuant to the above as evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in writing or such longer period as may be mutually agreed by the Parties, then the dispute shall be referred to adjudication by the Arbitrators.

**16.2 Arbitration:**

(a) Any Dispute, which is not resolved amicably as provided in Clause 16.1 above shall be finally decided by reference to arbitration by an Arbitral Tribunal of three - one to be appointed by each party and the two arbitrators so appointed to appoint the third arbitrator who shall act as the presiding arbitrator. The arbitration shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

(b) The arbitrators shall issue a reasoned Award.

(c) The venue of such arbitration shall be in Lucknow, Uttar Pradesh.

(d) The Parties undertake to carry out any decision or award of the arbitrators (the "**Award**") without delay. Awards relating to any Dispute shall be final and binding on the Parties as from the date they are made.

(e) The Parties agree that an Award may be enforced against the Service Provider and/or Authority, as the case may be and their respective assets wherever situated.

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(f) This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

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## ARTICLE 17 – GOVERNING LAW AND JURISDICTION

**17.1** This Agreement shall be construed and interpreted in accordance with and governed bythe laws of India and the Courts at Lucknow, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

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## ARTICLE 18 – INDEMNITY

### 18.1 Indemnity by the Service Provider

The Service Provider shall indemnify and hold the Authority harmless, from any and all action, claims, suits and/or legal proceedings initiated by any person, third party or otherwise, that may be initiated or raised against Authority whether that may be in the nature of criminal, civil, medico-legal proceedings, proceedings under the Consumer Protection Act, 1986 or any Applicable Law that may arise under this Agreement

The Service Provider shall also indemnify and hold the Authority harmless from any and all actions, claims, liabilities, costs, damages and expenses of every kind and nature in respect of the sickness, injury or death of any person employed directly or indirectly by the Service Provider or any subcontractor and their respective employees and damage to or destruction of any property or equipment of the Service Provider or its subcontractors and their respective employees arising during or as a result of the performances or non-performance of this Agreement from any cause whatsoever provided that this Article 18 shall not apply to injury, death, damage or destruction to the extent caused by the gross negligence, default or omission of the Authority or its employees.

### 18.2 Indemnity - Third Party

The Service Provider shall indemnify and hold the Authority harmless from any and all claims, liabilities, costs, damages, and expenses of every kind and nature in respect of the sickness, injury or death of any third party and the damage to or destruction of any property of any third party arising directly or indirectly as a result of any gross negligence, default or omission of the Service Provider or its employees.

### 18.3 Non-Compliance with Applicable Laws

The Service Provider shall indemnify and hold the Authority harmless from any fines, penalties and similar charges which may be attributed to or imposed or assessed against the Authority by reason of the failure of the Service Provider to comply fully with all Applicable Laws save to the extent such failure was caused by the gross negligence, default or omission of the Authority or its employees.

### 18.4 General Indemnity

The Service Provider shall indemnify and hold the Authority harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature howsoever incurred by the Authority arising whether directly or indirectly as a result of the breach by the Service Provider of any of the Service Provider's obligations underthis Agreement save to the extent such claims, liabilities, costs, damages and expenses

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were caused by the gross negligence, default or omission of the Authority or its employees.

Notwithstanding the termination of this Agreement, the Service Provider shall indemnify and hold the Authority harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature incurred by the Authority during the subsistence of this Agreement.

**18.5 Enforcement**

For the avoidance of doubt, nothing in this Article 18 shall prevent or restrict a Party enforcing any obligation owed to it under this Agreement.

**18.6 Defence**

The Authority shall promptly notify the Service Provider of any matter which may give rise to a right of the Authority to be indemnified under this Article 18.

The Service Provider may at its own cost conduct negotiations for the settlement of any claim made against it, and any litigation that may arise there from in such reasonable manner as the Authority shall from time to time approve (such approval not to be unreasonably withheld).

The Service Provider may not, however, conduct such negotiations or litigation before it has given the Authority such security as the Authority may reasonably require. The security shall be for an amount required by the Authority, which is its reasonable assessment of the amount for which it may become liable and which are the subject of the indemnities under this Article 18.

The Authority shall not make any admission which might be prejudicial to the Service Provider unless the Service Provider has failed to take over the conduct of the negotiations or litigation or provide security under this Article 18 within a reasonable time after having been so requested.

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## ARTICLE 19 – MISCELLANEOUS

### 19.1 Priority of Agreements and Errors/Discrepancies

This Agreement, and all other agreements and documents forming part of this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

(a) this Agreement (RFP Part II) read with Schedules;

(b) Letter of Acceptance;

(c) Request for Proposal; and

(d) all other Agreements and documents executed by and between the Parties;

In-case of any discrepancy or conflict between the provisions of the above documents, the provisions of the documents mentioned prior in the above order shall prevail over the provisions of the documents mentioned subsequently in the above order.

### 19.2 Waiver:

(a) Waiver by either Party of any default by other Party in the observance and performance of any provision of or obligations of or under this Agreement:

(i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(ii) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(iii) shall not affect the validity or enforceability of this Agreement in any manner.

(b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

### 19.3 Entire Agreement:

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This Agreement and together with the other contract documents and the Schedules constitute complete and exclusive statement of the terms of this Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless expressly previously approved in writing by the Authority and executed by the person expressly authorised by a resolution of Authority in this behalf.

**19.4 Notices:**

Any notice or other communication to be given by one Party to the other Party under, or in connection with the matters contemplated by this Agreement shall be in writing and shall be given at the respective addresses given in Article 19 (11) below, by letter delivered by registered post to the person designated or the purpose in writing by the concerned party from time to time.

**19.5 Severability:**

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner.

**19.6 Assignment:**

The Service Provider cannot assign its rights and obligations under this Agreement to any person.

**19.7 Relationship of the Parties:**

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. The Agreement is on Principal to Principal basis.

**19.8 Language:**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

**19.9 Exclusion of Implied Warranties etc.:**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other Agreement between

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the Parties or any representation by either Party not contained in a binding legal Agreement executed by both Parties.

**19.10 Counterparts:**

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

**19.11 Address for Correspondence:**

For the Authority

The Mission Director,
National Health Mission, Uttar Pradesh
Vishal Complex, 19-A Vidhan Sabha Marg
Lucknow, UP, India -226001

For the Service Provider
Med Care 365 Medical Services Private Limited,
23rd Floor, Sunshine Tower,
Senapati Bapat Marg,
Dadar (West), Mumbai- 400013

For the Selected Bidder
Ziqitza HealthCare Limited
23rd Floor, Sunshine Tower,
Senapati Bapat Marg,
Dadar (West), Mumbai- 400013

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मिशन निदेशक
चिकित्सा एवं स्वास्थ्य, उ०प्र०

**IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN**

SIGNED SEALED AND DELIVERED
For and on behalf of
**Mission Director, National Health Mission**
By:

Aparna. V

_____(Signature)

अपर्णा वी०
निदेशक
राष्ट्रीय स्वास्थ्य मिशन, उत्तराखंड

_____(Name)

_____(Designation)

**Directorate of Medical & Health Services**
By:

_____(Signature)

_____(Name)

_____(Designation)

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SIGNED, SEALED AND DELIVERED

For and on behalf of
**Med Care 365 Medical Services Private Limited**

By:

_____(Signature)

CHANDAN DATTA
_____(Name)

HEAD OF GOVERNMENT BUSINESS
_____(Designation)

Med Care 365 Medical Services Private Limited
Authorised Signatory

For and on behalf of
**Ziqitza HealthCare Limited**

महानिदेशक
चिकित्सा एवं स्वास्थ्य, उ0प्र0

By:

_____(Signature)

SURENDRA AGARWAL (Name)

CHIEF FINANCIAL OFFICER (Designation)

In the presence of:

1.

2.

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

## REQUEST FOR PROPOSAL (RFP) DOCUMENT

## FOR

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

## SCHEDULES TO THE SERVICE AGREEMENT: PART – II

**Bid Ref. No.: 287/SPUM/NHM/EMTS/ALS/20-21**


**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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**June 2021**

Med Care 365 Medical Services Private Limited
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महानिदेशक
चिकित्सा एवं स्वास्थ्य, उ0प्र0

ZIQITZA HEALTHCARE LIMITED MUMBAI

अपर्णा यू०
मिशन निदेशक
राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

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# 1 Schedule 1: SCOPE AND CONDITIONS OF WORK

## 1.1 Model for Service Delivery

1.1.1 The structure of the Advanced Life Support (ALS) Ambulance Services delivery model will comprise of the following components:

a. An **ALS Response Centre (ARC)**, i.e. a centralised and exclusive call centre that will receive and handle emergency phone calls shall be setup by the Service Provider. There shall be one exclusive ARCs covering the whole State and the same should be located in the State of Uttar Pradesh.

b. A **Fleet of Ambulances**. The ALS Ambulance services are meant for referral transportation of critical patients, needing advanced care, from referring hospital to a referral hospital having the capacity for treatment of critical emergencies, within or outside of the district. Critical patients refer to cardiac arrest, critical cerebrovascular accident cases, critical airway obstruction, neonatal resuscitation, respiratory arrest, critical vehicular and other critical trauma cases, burn cases needing advanced care, obstetrical cases needing advanced care, any other life threatening conditions needing advanced care.

1.1.2 In addition to the above, the Service Provider is responsible for **overall project management** and administration for the assignment. Medical emergencies occurring in any part of the state will be handled as follows:

a. In any medical emergency situation, any of the following may utilize the ALS Ambulance Services like any other service recipient, by following the process defined under the Agreement: Chief Medical Superintendent (CMS), Chief Medical Officer (CMO), Mission Director - National Health Mission, UP or Directorate of Medical & Health Services, principal Government Medical Colleges, officer in charge of Army hospitals, Railway hospitals and other hospitals under control of government institutions e.g ESI hospitals, cantonment board hospitals and cancer institute etc. The Service Provider shall assign the call to ALS Response Centre as per service and operating standards defined in the Agreement.

Toll Free number shall be allocated in future by the Authority. Authority may also include other emergency nos. or modify number. Service provider shall ensure integration of such numbers is done free of cost.

b. Authority will define criteria for assignment of ALS Ambulances.

c. 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 Schedule 9.

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d. An ALS Ambulance will be dispatched to the site of emergency; the ALS Ambulance will provide advanced medical aid to the patient and then transport him/her to the nearest Referral Hospital, within a stipulated time frame.

e. In case the nearest Referral Hospital is unable to handle the case, the Service Provider shall transfer the patient to the next most suitable hospital based on direction provided by the Referral Hospital.

f. Once ALS Ambulance hands over the patient to the Referral Hospital, ALS Ambulance will return to the designated Base Location (as defined by the Authority)

g. Once ALS Ambulance is assigned for transferring critical emergency in District A, it can travel to referral hospitals in other districts too.

h. In case of requirements for ALS Ambulances from CMS/CMO/Nodal Person/ principal Government Medical Colleges, officer in charge of Army hospitals/ Railway hospitals and other hospitals under control of government institutions e.g ESI hospitals, cantonment board hospitals/ cancer institute etc. and general public received at the same time, calls received from CMS/CMO/Nodal Person and the organisation/ person mentioned above will receive priority for assignment of ALS Ambulance.

i. Only ARC Executive will have the responsibility to assign ALS Ambulance to the critical cases. ARC personnel will determine the location of the emergency along with the nature of emergency from the caller.

j. CMS/CMO/Nodal Person/general public will call ARC for assignment of ALS Ambulance. This will ensure ALS Ambulance status reflects 'assigned to' and conflict of duplicate booking can be avoided.

k. ARC will ensure at least one (dedicated) phone line with at least four (4) dedicated channels to receive direct calls from CMS/CMO/Nodal Person/ general public.

l. Doctors stationed at ARC should provide real-time guidance to the ALS Ambulance staff for handling emergencies.

m. ARC Executive can assign only those ALS Ambulances which are allocated to the district i.e. For any critical emergency in District A, ALS Ambulance can be assigned only from the ALS Ambulances allocated to District A.

1.1.3 Authority will finalize the list of medicines, consumables and medical consumables for all Ambulances.

1.1.4 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.

1.1.5 Service Provider will procure and maintain the equipment, consumables and medical consumables in each ALS Ambulance at its own cost.

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1.1.6 Intentionally Left Blank.

1.1.7 In addition to the above; Scope of Services shall include the following:

a. 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.

b. The Authority envisages initial operations of a total of 250 Advanced Life Support (ALS) Ambulances as part of scope of work for ALS Ambulance Services.

c. The services shall be provided free of cost to the public.

d. The services shall operate 24 hours a day, 365 days a year.

e. The Authority will be responsible for procuring and providing the Ambulances. The Ambulance equipment shall be as per Schedule 6. The Service Provider shall be given possession of the 250 Ambulances for the purpose of operation and maintenance, as per the terms of the Service Agreement. Further, during the Agreement Period the cost pertaining to procurement, replacement and maintenance of equipment in the Ambulance shall be borne by the Service Provider.

f. The Service Provider will be responsible for overall administrative, technological, managerial and leadership support for ALS services.

g. The Service Provider shall be required to appoint and recruit staff and impart adequate training to manpower.

h. Service Provider should deploy trained staff in ALS ambulances only: Ambulance Personnel - Each Ambulance should have a Driver and an Advanced Cardiac Life Support Certified Emergency Medical Technician.

i. The Service Provider shall ensure and procure that ALS response centre will be provided by the through dedicated call centre facility. The ALS Response Centre shall be made fully equipped for receiving calls, through 24 (twenty four) hour dedicated phone lines, from the general public/ Chief Medical Superintendent (CMS)/ Chief Medical Officer (CMO) as per Good Industry Practice. The Authority shall reimburse cost of procurement and recurring bills (for incoming calls only). Non-recurring cost shall be borne by the Service Provider.

j. Service Provider will coordinate ambulance services, especially the logistics / scheduling aspects.

k. The Service Provider shall have to install Global Positioning System (GPS) and Smart Phone in all ALS ambulances to ensure all trip distances and ambulance locations are accurately recorded. The Service Provider shall provide GPS based real

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time trip data to the Authority for performance monitoring and payment purposes. Variance of only up to 10% in GPS data recording shall be acceptable.

l. 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

m. Service Provider will ensure that the ambulances fully comply with the stipulated requirements (specified under Schedule 6) enforced by the Authority.

n. The Authority will procure and provide the Ambulances. The associated equipment based on the specifications, as provided in Schedule 6, will be procured by the Service Provider.

o. The Service Provider shall permanently stock the Ambulance with the essential, good quality consumables & medical consumables (as per the list provided in Schedule 6) 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.

p. 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.

q. The Service Provider during the Agreement Period, shall procure, operate and maintain equipment of the ALS Ambulance, at its own cost. The Service Provider shall certify that all the equipment procured, installed as per Good Industry Practice and the quality standards of all the Medical Equipment must be certified by Indian/ International recognised agency. Additionally, the Service Provider needs to provide the details of every replaced equipment to the Authority on quarterly basis. For avoidance of doubt, it is clarified that, the Authority shall be responsible for procurement and replacement of ALS Ambulance which have completed their life expectancy or any other relevant parameter as per the Condemnation Policy stipulated Clause 7.1.13 of the Service Agreement. However, the Service Provider shall be responsible to procure and maintain, at its own cost all the equipment required for putting such new ALS Ambulances in operation for purposes of this Agreement.

r. 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.

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## 1.2 Staffing and Training

### 1.2.1 ALS Ambulance Personnel

Each ALS Ambulance should have a Driver and an Advanced Cardiac Life Support certified Advanced Emergency Medical Technician. The Advanced Emergency Medical Technician should be suitably trained to handle any medical emergencies.

### 1.2.2 ALS Response Centre (ARC) Personnel

a. The Physicians employed at the ARC should be trained to handle situations of emergency.

b. The first point of contact for the caller for an ALS Ambulance is the ARC Executive at the ARC who receives the calls. During this brief interaction, key information is gathered regarding location/address of Patient, nature of distress etc. based on which an ALS Ambulance is dispatched.

c. The ARC Executive's Training Curriculum will also include a module on the various types and extent of emergencies that may occur. This will facilitate better communications with the ALS Ambulance personnel. Thus, the selected Service Provider needs to lay down protocols for training of ARC personnel to ensure smooth and efficient operations. Such human resource will essentially be trained at the time of induction and provisions need to be in place to monitor their activities through random check.

## 1.3 Infrastructure

### 1.3.1 ALS Ambulance Specifications

The list of equipment as provided at Schedule 6 should be adhered to while procuring the Medical equipment for ALS Ambulances.

### 1.3.2 Procurement and Operation and Maintenance

The Authority will procure the 250 ALS Ambulances. The Ambulance make, model and other specifications are as per Schedule 6 – Clause 6.5. Additionally, the procurement of hardware equipment and software for ARC shall be done by the Service Provider. The Service Provider shall be responsible for establishing, staffing and maintenance of the ARC till the end of the Agreement Period

a. The vehicles shall fully comply with the stipulated requirements enforced by the Government of India and the Uttar Pradesh State Government.

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b. The Service Provider shall operate and maintain the ARC, ALS 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 to comply with Applicable laws and effective discharge of services.

## 1.4 Land and Building

1.4.1 The Authority will provide the space to park the vehicles and such space will be determined prior to the Partial Commencement Date or Commencement Date, whichever is earlier. The setting up, renting, maintenance, and management of ARC premises will be the responsibility of the Service Provider and should be factored into the bid amount quoted by Service Provider.

## 1.5 Medical Consumables and Disposables

### 1.5.1 Specifications

Each ALS Ambulance shall be permanently stocked with the essential, good quality consumables, medicines & medical consumables as per the list provided at Schedule 6 and as may be required based on the experience of the Service Provider. These medical consumables should be made available throughout the year. The list will have additions/deletions based on local needs and capabilities and should be updated every year. Details of the consumables all ALS Ambulances are required to carry is also provided at Schedule 6.

### 1.5.2 Procurement of Medical Supplies

All medical consumables, disposables, consumables and supplies will be procured by the Service Provider from the open market subject to compliance with quality standards laid down by the State.

## 1.6 ALS Response Centre (ARC)

The ARC will be a 24x7 call centre of seating capacity of at least 5, that will receive emergency phone calls from any part of the State and Service Provider should suitably expand the infrastructure of the ARC to meet the performance standards.

1.6.1 Dedicated Phone Lines

The ARC will receive calls from CMS/CMO/Nodal Person/General Public.

a. At least 90% phone calls received at the ARC should be answered within 20 seconds of the first ring / beep. The Bidder shall deploy Software / IP phones at the ARC in order to monitor and calculate the response time for answering calls made to the ARC.

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b. The ARC Executive receiving the call will be required to identify the exact location of the caller, contact information, their proximity to the patient (in case of calls from general public) and patient information, location of Referral Hospital (in case of calls from CMS/CMO/Nodal Person).

c. Once the above is complete, the ARC Executive will direct the required ALS Ambulance that is closest to the site of emergency or CMS/CMO/Nodal Person mentioned location. The ARC Executive will communicate with the ALS Ambulance driver through mobile phone and SMS.

d. While the ALS Ambulance is in transit to the site of emergency, the ARC Executive will instruct the caller to provide basic first aid to the patient, if possible.

1.6.2 Infrastructure Specification

a. The Service Provider should ensure that the ARC should have a minimum of 4 ARC Executives and 1 Physician to meet the performance levels as given a Schedule 3. ARC Executive shall have a minimum qualification of a Paramedic while the Physician should at least be MBBS Allopathy.

b. In addition to seating capacity, ARC should have sufficient space to accommodate H/W, furniture, other equipment and support staff.

1.6.3 Broad system requirements for the ARC

a. Built on Open Standards and should have Web Interface for client access.

b. GPS / GPRS technology with GIS interface for real-time tracking of all ALS Ambulances and graphical display of their position on a map should be used as appropriate.

c. Vehicle positioning accuracy should be a minimum of 50 metres.

d. Provide information about the vehicle including time, day, GPS coordinates, direction, speed, distance travelled, etc. updated on real-time basis.

e. Recognize the geographical area of the caller based on the incoming call and should also assist the ARC personnel in identifying the ALS Ambulance nearest to the caller.

f. Procure legally valid maps based on GIS for its ARC operations as well as ALS Ambulances. It shall procure GPS-GIS system from authorised agencies before launching the project operation.

g. Procure mobile phone for maintaining communication with the ALS Ambulances, where possible. The Authority may facilitate the provision of a dedicated wireless frequency, which will be used for radio-based communication between the ARC, vehicles and Government hospitals, if required. Key personnel at the ARC and ALS Ambulances shall have hand-held wireless equipment/ mobile phones to communicate with each other.

h. Develop caller database, and should prompt with required information in case of repeat calls.

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i. Prevent loss of Ambulance data in the event of failure of equipment or communication network.

j. Provide for necessary validations / alerts to avoid wrong entries or to prompt in case of wrong entries.

k. Necessary backup mechanism to safeguard data in case of failure of equipment.

l. The operating system to be used should be standard.

1.6.4 Technical Specifications (Hardware and Software) for the ARC

The Service Provider should develop a suitable integrated solution including Computer Technology Integration, Voice logger system, Geographic Information systems (GIS), Geographical positioning systems (GPS), Automatic vehicle Location & Tracking (AVLT), Computer Aided Dispatch (CAD) and mobile communication systems.

**Minimum Specification for IT Infrastructure at the Call Centre**

| S. No. | Particulars |
|---|---|
| 1 | Minimum seating capacity as specified earlier in section 1.6 |
| 2 | Intentionally Left Blank. |
| 3 | File Server |
| 4 | Workstations (at least 5 seats) |
| | - ARC Executives |
| | - Doctors/ Physicians |
| 5 | Hardware |
| | Network laser printer |
| | Laser printer |
| | Router |
| | Switches |
| | VOIP Phones |
| | Structured Cabling |
| | 42U Rack for server |
| | 9U rack for switches |
| | 24 port patch panels |
| | Patch cables Cat6 E 2 Mtr |
| | Patch cables Cat6 E 1 Mtr |
| | Genset: 30 KVA |
| | EPABX Machine |
| | Internet Lease Line |
| 6 | Software |
| | Firewall (antivirus) |
| | Server Software |
| | Operating system |
| | UP System |

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| | |
|---|---|
| 7 | GPS System Software Controlled |
| | Microsoft Windows Server |
| | GPS Navigation System |
| | Geographic Information systems (GIS) |
| | Automatic Vehicle Location & Tracking (AVLT) |
| | Computer Aided Dispatch (CAD) |

**The above listed Hardware and Software Specifications are indicative and the Service Provider shall decide the Specifications (Hardware and Software) for the ARC as per its requirement.**

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## 2. Schedule 2: LIST AND DETAILS OF VEHICLES

| Sr No | Category1 | Reg.No | District (As per Monthly Report) | Model | Date of Registration | Final ODO as on 31st Aug'20 |
|---|---|---|---|---|---|---|
| 1 | ALS | UP41G3870 | Bahraich | Force 3350 | 05-11-16 | 244509 |
| 2 | ALS | UP41G3871 | Barabanki | Force 3350 | 05-11-16 | 150931 |
| 3 | ALS | UP41G3872 | Bareilly | Force 3350 | 05-11-16 | 183618 |
| 4 | ALS | UP41G3873 | Budaun | Force 3350 | 05-11-16 | 124982 |
| 5 | ALS | UP41G3874 | Hardoi | Force 3350 | 05-11-16 | 277726 |
| 6 | ALS | UP41G3875 | Kheri | Force 3350 | 05-11-16 | 307022 |
| 7 | ALS | UP41G3876 | Lucknow | Force 3350 | 05-11-16 | 81608 |
| 8 | ALS | UP41G3877 | Pilibhit | Force 3350 | 05-11-16 | 141029 |
| 9 | ALS | UP41G3878 | Shahjahanpur | Force 3350 | 05-11-16 | 230671 |
| 10 | ALS | UP41G3879 | Sitapur | Force 3350 | 05-11-16 | 249087 |
| 11 | ALS | UP41G3880 | Unnao | Force 3350 | 05-11-16 | 110189 |
| 12 | ALS | UP41G3881 | Ambedkar Nagar | Force 3350 | 05-11-16 | 422119 |
| 13 | ALS | UP41G3882 | Gonda | Force 3350 | 05-11-16 | 248096 |
| 14 | ALS | UP41G3883 | Pratapgarh | Force 3350 | 05-11-16 | 300716 |
| 15 | ALS | UP41G3884 | Basti | Force 3350 | 05-11-16 | 365042 |
| 16 | ALS | UP41G3885 | Deoria | Force 3350 | 05-11-16 | 126620 |
| 17 | ALS | UP41G3886 | Siddharth Nagar | Force 3350 | 05-11-16 | 245091 |
| 18 | ALS | UP41G3887 | Gonda | Force 3350 | 05-11-16 | 208589 |
| 19 | ALS | UP41G3888 | Gorakhpur | Force 3350 | 05-11-16 | 316440 |
| 20 | ALS | UP41G3889 | Kushinagar | Force 3350 | 05-11-16 | 259975 |
| 21 | ALS | UP41G3890 | Mahrajganj | Force 3350 | 05-11-16 | 211126 |
| 22 | ALS | UP41G3891 | Mau | Force 3350 | 05-11-16 | 115605 |
| 23 | ALS | UP41G3892 | Sant Kabir Nagar | Force 3350 | 05-11-16 | 137717 |
| 24 | ALS | UP41G3893 | Shrawasti | Force 3350 | 05-11-16 | 190962 |
| 25 | ALS | UP41G3894 | Ayodhya | Force 3350 | 05-11-16 | 335957 |
| 26 | ALS | UP41G3895 | Agra | Force 3350 | 05-11-16 | 211555 |
| 27 | ALS | UP41G3896 | Baghpat | Force 3350 | 05-11-16 | 190674 |
| 28 | ALS | UP41G3897 | Baghpat | Force 3350 | 05-11-16 | 127109 |
| 29 | ALS | UP41G3898 | Bijnor | Force 3350 | 05-11-16 | 189841 |
| 30 | ALS | UP41G3899 | Bulandshahar | Force 3350 | 05-11-16 | 238469 |
| 31 | ALS | UP41G3900 | Gautam Buddha Nagar | Force 3350 | 05-11-16 | 156712 |
| 32 | ALS | UP41G3901 | Hathras | Force 3350 | 05-11-16 | 107873 |
| 33 | ALS | UP41G3902 | Hapur | Force 3350 | 05-11-16 | 152638 |
| 34 | ALS | UP41G3903 | Hathras | Force 3350 | 08-11-16 | 93317 |
| 35 | ALS | UP41G3904 | Jyotiba Phule Nagar | Force 3350 | 08-11-16 | 114037 |

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| Sr No | Category1 | Reg.No | District (As per Monthly Report) | Model | Date of Registration | Final ODO as on 31st Aug'20 |
|---|---|---|---|---|---|---|
| 36 | ALS | UP41G3905 | Mathura | Force 3350 | 08-11-16 | 125451 |
| 37 | ALS | UP41G3906 | Meerut | Force 3350 | 08-11-16 | 221251 |
| 38 | ALS | UP41G3907 | Moradabad | Force 3350 | 08-11-16 | 173432 |
| 39 | ALS | UP41G3908 | Rampur | Force 3350 | 08-11-16 | 128253 |
| 40 | ALS | UP41G3909 | Muzaffarnagar | Force 3350 | 08-11-16 | 219051 |
| 41 | ALS | UP41G3910 | Saharanpur | Force 3350 | 08-11-16 | 256673 |
| 42 | ALS | UP41G3911 | Sambhal | Force 3350 | 08-11-16 | 95986 |
| 43 | ALS | UP41G3912 | Sambhal | Force 3350 | 08-11-16 | 165159 |
| 44 | ALS | UP41G3913 | Prayagraj | Force 3350 | 08-11-16 | 227212 |
| 45 | ALS | UP41G3914 | Ballia | Force 3350 | 08-11-16 | 205357 |
| 46 | ALS | UP41G3915 | Kaushambi | Force 3350 | 08-11-16 | 153616 |
| 47 | ALS | UP41G3916 | Csjm Amethi | Force 3350 | 08-11-16 | 158014 |
| 48 | ALS | UP41G3917 | Ghazipur | Force 3350 | 08-11-16 | 224237 |
| 49 | ALS | UP41G3918 | Jaunpur | Force 3350 | 08-11-16 | 144921 |
| 50 | ALS | UP41G3919 | Mirzapur | Force 3350 | 19-11-16 | 112677 |
| 51 | ALS | UP41G3920 | Ayodhya | Force 3350 | 19-11-16 | 314197 |
| 52 | ALS | UP41G3921 | Rae Bareli | Force 3350 | 19-11-16 | 246255 |
| 53 | ALS | UP41G3922 | Sant Ravidas Nagar Bhadohi | Force 3350 | 19-11-16 | 137330 |
| 54 | ALS | UP41G3923 | Sonbhadra | Force 3350 | 19-11-16 | 281828 |
| 55 | ALS | UP41G3924 | Sultanpur | Force 3350 | 19-11-16 | 292636 |
| 56 | ALS | UP41G3925 | Varanasi | Force 3350 | 19-11-16 | 116366 |
| 57 | ALS | UP41G3926 | Auraiya | Force 3350 | 19-11-16 | 242515 |
| 58 | ALS | UP41G3927 | Banda | Force 3350 | 19-11-16 | 358752 |
| 59 | ALS | UP41G3928 | Chitrakoot | Force 3350 | 19-11-16 | 243572 |
| 60 | ALS | UP41G3929 | Etah | Force 3350 | 19-11-16 | 157026 |
| 61 | ALS | UP41G3930 | Etawah | Force 3350 | 19-11-16 | 112292 |
| 62 | ALS | UP41G3931 | Farrukhabad | Force 3350 | 19-11-16 | 272281 |
| 63 | ALS | UP41G3932 | Fatehpur | Force 3350 | 19-11-16 | 258844 |
| 64 | ALS | UP41G3933 | Firozabad | Force 3350 | 19-11-16 | 267368 |
| 65 | ALS | UP41G3934 | Hamirpur | Force 3350 | 19-11-16 | 280290 |
| 66 | ALS | UP41G3935 | Kanpur Nagar | Force 3350 | 19-11-16 | 124678 |
| 67 | ALS | UP41G3936 | Hamirpur | Force 3350 | 19-11-16 | 334552 |
| 68 | ALS | UP41G3937 | Kannauj | Force 3350 | 19-11-16 | 269447 |
| 69 | ALS | UP41G3938 | Kanpur Dehat | Force 3350 | 19-11-16 | 146618 |
| 70 | ALS | UP41G3940 | Jalaun | Force 3350 | 20-12-16 | 227639 |
| 71 | ALS | UP41G3941 | Kashiram Nagar Kasganj | Force 3350 | 20-12-16 | 144421 |
| 72 | ALS | UP41G3942 | Chandauli | Force 3350 | 20-12-16 | 51533 |
| 73 | ALS | UP41G3943 | Lalitpur | Force 3350 | 20-12-16 | 409983 |
| 74 | ALS | UP41G3944 | Mahoba | Force 3350 | 20-12-16 | 384977 |

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चिकित्सा एवं स्वास्थ्य, उ0प्र0

अपर्णा यू०
मिशन निदेशक
राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

| Sr No | Category1 | Reg.No | District (As per Monthly Report) | Model | Date of Registration | Final ODO as on 31st Aug'20 |
|---|---|---|---|---|---|---|
| 75 | ALS | UP41G3945 | Mainpuri | Force 3350 | 20-12-16 | 158557 |
| 76 | ALS | UP41G3946 | Bahraich | Force 3350 | 20-12-16 | 273968 |
| 77 | ALS | UP41G3947 | Pilibhit | Force 3350 | 20-12-16 | 118692 |
| 78 | ALS | UP41G3948 | Bareilly | Force 3350 | 20-12-16 | 172380 |
| 79 | ALS | UP41G3949 | Budaun | Force 3350 | 20-12-16 | 121862 |
| 80 | ALS | UP41G3950 | Balrampur | Force 3350 | 20-12-16 | 228299 |
| 81 | ALS | UP41G3951 | Kheri | Force 3350 | 20-12-16 | 308259 |
| 82 | ALS | UP41G3952 | Lucknow | Force 3350 | 20-12-16 | 105679 |
| 83 | ALS | UP41G3953 | Barabanki | Force 3350 | 20-12-16 | 121681 |
| 84 | ALS | UP41G3954 | Shahjahanpur | Force 3350 | 20-12-16 | 212117 |
| 85 | ALS | UP41G3955 | Sitapur | Force 3350 | 20-12-16 | 250721 |
| 86 | ALS | UP41G3956 | Unnao | Force 3350 | 20-12-16 | 86443 |
| 87 | ALS | UP41G3957 | Ambedkar Nagar | Force 3350 | 20-12-16 | 392006 |
| 88 | ALS | UP41G3958 | Azamgarh | Force 3350 | 20-12-16 | 182114 |
| 89 | ALS | UP41G3959 | Balrampur | Force 3350 | 20-12-16 | 175410 |
| 90 | ALS | UP41G3960 | Basti | Force 3350 | 20-12-16 | 174508 |
| 91 | ALS | UP41G3961 | Deoria | Force 3350 | 20-12-16 | 207966 |
| 92 | ALS | UP41G3962 | Hardoi | Force 3350 | 20-12-16 | 275255 |
| 93 | ALS | UP41G3963 | Azamgarh | Force 3350 | 20-12-16 | 161342 |
| 94 | ALS | UP41G3964 | Gorakhpur | Force 3350 | 20-12-16 | 289847 |
| 95 | ALS | UP41G3965 | Kushinagar | Force 3350 | 20-12-16 | 286541 |
| 96 | ALS | UP41G3966 | Mahrajganj | Force 3350 | 20-12-16 | 201820 |
| 97 | ALS | UP41G3967 | Mau | Force 3350 | 20-12-16 | 130821 |
| 98 | ALS | UP41G3969 | Sant Kabir Nagar | Force 3350 | 20-12-16 | 131780 |
| 99 | ALS | UP41G3970 | Shrawasti | Force 3350 | 20-12-16 | 193820 |
| 100 | ALS | UP41G3971 | Siddharth Nagar | Force 3350 | 20-12-16 | 228403 |
| 101 | ALS | UP41G3972 | Agra | Force 3350 | 20-12-16 | 209824 |
| 102 | ALS | UP41G3973 | Aligarh | Force 3350 | 20-12-16 | 195143 |
| 103 | ALS | UP41G3974 | Aligarh | Force 3350 | 20-12-16 | 168949 |
| 104 | ALS | UP41G3975 | Bijnor | Force 3350 | 20-12-16 | 155474 |
| 105 | ALS | UP41G3976 | Bulandshahar | Force 3350 | 20-12-16 | 249537 |
| 106 | ALS | UP41G3977 | Gautam Buddha Nagar | Force 3350 | 20-12-16 | 152712 |
| 107 | ALS | UP41G3978 | Ghaziabad | Force 3350 | 20-12-16 | 96829 |
| 108 | ALS | UP41G3979 | Muzaffarnagar | Force 3350 | 20-12-16 | 195001 |
| 109 | ALS | UP41G3980 | Ghaziabad | Force 3350 | 20-12-16 | 86420 |
| 110 | ALS | UP41G3981 | Jyotiba Phule Nagar | Force 3350 | 20-12-16 | 143339 |
| 111 | ALS | UP41G3982 | Mathura | Force 3350 | 20-12-16 | 164537 |
| 112 | ALS | UP41G3983 | Meerut | Force 3350 | 20-12-16 | 261306 |
| 113 | ALS | UP41G3984 | Moradabad | Force 3350 | 20-12-16 | 187195 |

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| Sr No | Category1 | Reg.No | District (As per Monthly Report) | Model | Date of Registration | Final ODO as on 31st Aug'20 |
|---|---|---|---|---|---|---|
| 114 | ALS | UP41G3985 | Hapur | Force 3350 | 20-12-16 | 118733 |
| 115 | ALS | UP41G3986 | Rampur | Force 3350 | 20-12-16 | 124325 |
| 116 | ALS | UP41G3987 | Saharanpur | Force 3350 | 20-12-16 | 169671 |
| 117 | ALS | UP41G3989 | Shamli | Force 3350 | 20-12-16 | 162517 |
| 118 | ALS | UP41G3990 | Shamli | Force 3350 | 20-12-16 | 162812 |
| 119 | ALS | UP41G3991 | Prayagraj | Force 3350 | 20-12-16 | 169289 |
| 120 | ALS | UP41G3992 | Ballia | Force 3350 | 20-12-16 | 254046 |
| 121 | ALS | UP41G3993 | Chandauli | Force 3350 | 20-12-16 | 97178 |
| 122 | ALS | UP41G3994 | Csjm Amethi | Force 3350 | 20-12-16 | 132426 |
| 123 | ALS | UP41G3995 | Ghazipur | Force 3350 | 20-12-16 | 180829 |
| 124 | ALS | UP41G3996 | Jaunpur | Force 3350 | 20-12-16 | 150930 |
| 125 | ALS | UP41G3997 | Mirzapur | Force 3350 | 20-12-16 | 97728 |
| 126 | ALS | UP41G3998 | Pratapgarh | Force 3350 | 20-12-16 | 126637 |
| 127 | ALS | UP41G3999 | Rae Bareli | Force 3350 | 20-12-16 | 204342 |
| 128 | ALS | UP41G4000 | Sant Ravidas Nagar Bhadohi | Force 3350 | 20-12-16 | 99007 |
| 129 | ALS | UP41G4001 | Sonbhadra | Force 3350 | 20-12-16 | 181986 |
| 130 | ALS | UP41G4002 | Sultanpur | Force 3350 | 20-12-16 | 359843 |
| 131 | ALS | UP41G4003 | Varanasi | Force 3350 | 20-12-16 | 179001 |
| 132 | ALS | UP41G4004 | Auraiya | Force 3350 | 20-12-16 | 249367 |
| 133 | ALS | UP41G4005 | Jalaun | Force 3350 | 20-12-16 | 262694 |
| 134 | ALS | UP41G4006 | Chitrakoot | Force 3350 | 20-12-16 | 199240 |
| 135 | ALS | UP41G4007 | Etah | Force 3350 | 20-12-16 | 171230 |
| 136 | ALS | UP41G4008 | Etawah | Force 3350 | 20-12-16 | 105456 |
| 137 | ALS | UP41G4009 | Farrukhabad | Force 3350 | 20-12-16 | 238867 |
| 138 | ALS | UP41G4010 | Fatehpur | Force 3350 | 20-12-16 | 129876 |
| 139 | ALS | UP41G4011 | Firozabad | Force 3350 | 20-12-16 | 230273 |
| 140 | ALS | UP41G4012 | Jhansi | Force 3350 | 20-12-16 | 242774 |
| 141 | ALS | UP41G4013 | Banda | Force 3350 | 20-12-16 | 161219 |
| 142 | ALS | UP41G4014 | Jhansi | Force 3350 | 20-12-16 | 104848 |
| 143 | ALS | UP41G4015 | Kannauj | Force 3350 | 20-12-16 | 199714 |
| 144 | ALS | UP41G4016 | Kanpur Dehat | Force 3350 | 20-12-16 | 134643 |
| 145 | ALS | UP41G4017 | Kanpur Nagar | Force 3350 | 20-12-16 | 104457 |
| 146 | ALS | UP41G4018 | Kashiram Nagar Kasganj | Force 3350 | 20-12-16 | 136587 |
| 147 | ALS | UP41G4019 | Kaushambi | Force 3350 | 20-12-16 | 123954 |
| 148 | ALS | UP41G4020 | Lalitpur | Force 3350 | 20-12-16 | 315299 |
| 149 | ALS | UP41G4021 | Mahoba | Force 3350 | 20-12-16 | 340667 |
| 150 | ALS | UP41G4032 | Mainpuri | Force 3350 | 09-01-17 | 202826 |
| 151 | ALS | UP32BG8120 | Hardoi | Winger3488 | 27-07-18 | 131061 |
| 152 | ALS | UP32BG8121 | Auraiya | Winger3488 | 27-07-18 | 159571 |

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अपर मु0 निदेशक राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

| Sr No | Category1 | Reg.No | District (As per Monthly Report) | Model | Date of Registration | Final ODO as on 31st Aug'20 |
|---|---|---|---|---|---|---|
| 153 | ALS | UP32BG8122 | Jalaun | Winger3488 | 27-07-18 | 180912 |
| 154 | ALS | UP32BG8123 | Basti | Winger3488 | 27-07-18 | 187883 |
| 155 | ALS | UP32BG8124 | Jhansi | Winger3488 | 27-07-18 | 97694 |
| 156 | ALS | UP32BG8125 | Ayodhya | Winger3488 | 27-07-18 | 169231 |
| 157 | ALS | UP32BG8126 | Baghpat | Winger3488 | 27-07-18 | 70257 |
| 158 | ALS | UP32BG8127 | Prayagraj | Winger3488 | 27-07-18 | 143378 |
| 159 | ALS | UP32BG8128 | Sitapur | Winger3488 | 27-07-18 | 117737 |
| 160 | ALS | UP32BG8129 | Banda | Winger3488 | 27-07-18 | 170460 |
| 161 | ALS | UP32BG8130 | Siddharth Nagar | Winger3488 | 27-07-18 | 101889 |
| 162 | ALS | UP32BG8131 | Rae Bareli | Winger3488 | 27-07-18 | 125568 |
| 163 | ALS | UP32BG8132 | Aligarh | Winger3488 | 27-07-18 | 97576 |
| 164 | ALS | UP32BG8133 | Sultanpur | Winger3488 | 27-07-18 | 192275 |
| 165 | ALS | UP32BG8134 | Ambedkar Nagar | Winger3488 | 27-07-18 | 203441 |
| 166 | ALS | UP32BG8135 | Sonbhadra | Winger3488 | 27-07-18 | 76197 |
| 167 | ALS | UP32BG8136 | Kheri | Winger3488 | 27-07-18 | 168391 |
| 168 | ALS | UP32BG8137 | Ballia | Winger3488 | 27-07-18 | 101817 |
| 169 | ALS | UP32BG8138 | Firozabad | Winger3488 | 27-07-18 | 123382 |
| 170 | ALS | UP32BG8139 | Gorakhpur | Winger3488 | 27-07-18 | 136253 |
| 171 | ALS | UP32BG8140 | Hamirpur | Winger3488 | 27-07-18 | 139942 |
| 172 | ALS | UP32BG8141 | Sonbhadra | Winger3488 | 27-07-18 | 113399 |
| 173 | ALS | UP32BG8142 | Lucknow | Winger3488 | 27-07-18 | 60847 |
| 174 | ALS | UP32BG8143 | Sultanpur | Winger3488 | 27-07-18 | 180112 |
| 175 | ALS | UP32BG8144 | Mahoba | Winger3488 | 27-07-18 | 162762 |
| 176 | ALS | UP32BG8145 | Mainpuri | Winger3488 | 27-07-18 | 114840 |
| 177 | ALS | UP32BG8146 | Csjm Amethi | Winger3488 | 27-07-18 | 76563 |
| 178 | ALS | UP32BG8147 | Bijnor | Winger3488 | 27-07-18 | 100409 |
| 179 | ALS | UP32BG8148 | Budaun | Winger3488 | 27-07-18 | 60367 |
| 180 | ALS | UP32BG8149 | Chitrakoot | Winger3488 | 27-07-18 | 131115 |
| 181 | ALS | UP32BG8150 | Chandauli | Winger3488 | 27-07-18 | 37147 |
| 182 | ALS | UP32BG8151 | Kanpur Dehat | Winger3488 | 27-07-18 | 99424 |
| 183 | ALS | UP32BG8152 | Gorakhpur | Winger3488 | 27-07-18 | 146796 |
| 184 | ALS | UP32BG8153 | Lucknow | Winger3488 | 27-07-18 | 59022 |
| 185 | ALS | UP32BG8154 | Firozabad | Winger3488 | 27-07-18 | 146208 |
| 186 | ALS | UP32BG8155 | Etawah | Winger3488 | 27-07-18 | 102335 |
| 187 | ALS | UP32BG8156 | Gautam Buddha Nagar | Winger3488 | 27-07-18 | 95977 |
| 188 | ALS | UP32BG8157 | Mau | Winger3488 | 27-07-18 | 90802 |
| 189 | ALS | UP32BG8158 | Saharanpur | Winger3488 | 27-07-18 | 137700 |
| 190 | ALS | UP32BG8159 | Hamirpur | Winger3488 | 27-07-18 | 136888 |
| 191 | ALS | UP32BG8160 | Kanpur Nagar | Winger3488 | 27-07-18 | 86890 |

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| Sr No | Category1 | Reg.No | District (As per Monthly Report) | Model | Date of Registration | Final ODO as on 31st Aug'20 |
|---|---|---|---|---|---|---|
| 192 | ALS | UP32BG8161 | Hathras | Winger3488 | 27-07-18 | 65895 |
| 193 | ALS | UP32BG8162 | Ballia | Winger3488 | 27-07-18 | 128380 |
| 194 | ALS | UP32BG8163 | Siddharth Nagar | Winger3488 | 27-07-18 | 136896 |
| 195 | ALS | UP32BG8164 | Bulandshahar | Winger3488 | 27-07-18 | 130625 |
| 196 | ALS | UP32BG8165 | Jhansi | Winger3488 | 27-07-18 | 121779 |
| 197 | ALS | UP32BG8166 | Mainpuri | Winger3488 | 27-07-18 | 82098 |
| 198 | ALS | UP32BG8167 | Ghaziabad | Winger3488 | 27-07-18 | 53571 |
| 199 | ALS | UP32BG8168 | Kushinagar | Winger3488 | 27-07-18 | 119750 |
| 200 | ALS | UP32BG8169 | Muzaffarnagar | Winger3488 | 27-07-18 | 123902 |
| 201 | ALS | UP32BG8170 | Barabanki | Winger3488 | 27-07-18 | 45011 |
| 202 | ALS | UP32BG8171 | Bahraich | Winger3488 | 27-07-18 | 125405 |
| 203 | ALS | UP32BG8172 | Ghazipur | Winger3488 | 27-07-18 | 104820 |
| 204 | ALS | UP32BG8173 | Unnao | Winger3488 | 27-07-18 | 51468 |
| 205 | ALS | UP32BG8174 | Mahrajganj | Winger3488 | 27-07-18 | 74975 |
| 206 | ALS | UP32BG8175 | Etah | Winger3488 | 27-07-18 | 78856 |
| 207 | ALS | UP32BG8176 | Ayodhya | Winger3488 | 27-07-18 | 148523 |
| 208 | ALS | UP32BG8177 | Bahraich | Winger3488 | 27-07-18 | 187406 |
| 209 | ALS | UP32BG8178 | Mahrajganj | Winger3488 | 27-07-18 | 107046 |
| 210 | ALS | UP32BG8179 | Mathura | Winger3488 | 27-07-18 | 95148 |
| 211 | ALS | UP32BG8180 | Meerut | Winger3488 | 27-07-18 | 116718 |
| 212 | ALS | UP32BG8181 | Ambedkar Nagar | Winger3488 | 27-07-18 | 185001 |
| 213 | ALS | UP32BG8182 | Shrawasti | Winger3488 | 27-07-18 | 118946 |
| 214 | ALS | UP32BG8183 | Ghaziabad | Winger3488 | 27-07-18 | 48965 |
| 215 | ALS | UP32BG8184 | Bulandshahar | Winger3488 | 27-07-18 | 129381 |
| 216 | ALS | UP32BG8185 | Meerut | Winger3488 | 27-07-18 | 167492 |
| 217 | ALS | UP32BG8186 | Deoria | Winger3488 | 27-07-18 | 99174 |
| 218 | ALS | UP32BG8187 | Lalitpur | Winger3488 | 27-07-18 | 171974 |
| 219 | ALS | UP32BG8188 | Sant Ravidas Nagar Bhadohi | Winger3488 | 27-07-18 | 67856 |
| 220 | ALS | UP32BG8189 | Kannauj | Winger3488 | 27-07-18 | 140521 |
| 221 | ALS | UP32BG8190 | Kaushambi | Winger3488 | 27-07-18 | 61504 |
| 222 | ALS | UP32BG8191 | Mahoba | Winger3488 | 27-07-18 | 152481 |
| 223 | ALS | UP32BG8192 | Rae Bareli | Winger3488 | 27-07-18 | 101945 |
| 224 | ALS | UP32BG8193 | Sant Kabir Nagar | Winger3488 | 27-07-18 | 78087 |
| 225 | ALS | UP32BG8194 | Mirzapur | Winger3488 | 27-07-18 | 58119 |
| 226 | ALS | UP32BG8195 | Farrukhabad | Winger3488 | 27-07-18 | 131605 |
| 227 | ALS | UP32BG8196 | Moradabad | Winger3488 | 27-07-18 | 75189 |
| 228 | ALS | UP32BG8197 | Kushinagar | Winger3488 | 27-07-18 | 66447 |
| 229 | ALS | UP32BG8198 | Fatehpur | Winger3488 | 27-07-18 | 99752 |
| 230 | ALS | UP32BG8199 | Barabanki | Winger3488 | 27-07-18 | 57480 |

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| Sr No | Category1 | Reg.No | District (As per Monthly Report) | Model | Date of Registration | Final ODO as on 31st Aug'20 |
|---|---|---|---|---|---|---|
| 231 | ALS | UP32BG8200 | Auraiya | Winger3488 | 27-07-18 | 165814 |
| 232 | ALS | UP32BG8202 | Pratapgarh | Winger3488 | 27-07-18 | 100133 |
| 233 | ALS | UP32BG8203 | Shahjahanpur | Winger3488 | 27-07-18 | 139706 |
| 234 | ALS | UP32BG8204 | Sitapur | Winger3488 | 27-07-18 | 92916 |
| 235 | ALS | UP32BG8205 | Pratapgarh | Winger3488 | 27-07-18 | 115653 |
| 236 | ALS | UP32BG8206 | Deoria | Winger3488 | 27-07-18 | 120699 |
| 237 | ALS | UP32BG8207 | Sant Kabir Nagar | Winger3488 | 27-07-18 | 69711 |
| 238 | ALS | UP32BG8208 | Etawah | Winger3488 | 27-07-18 | 81363 |
| 239 | ALS | UP32BG8209 | Basti | Winger3488 | 27-07-18 | 169840 |
| 240 | ALS | UP32BG8210 | Kashiram Nagar Kasganj | Winger3488 | 27-07-18 | 78117 |
| 241 | ALS | UP32BG8211 | Gonda | Winger3488 | 27-07-18 | 111400 |
| 242 | ALS | UP32BG8212 | Etah | Winger3488 | 27-07-18 | 110815 |
| 243 | ALS | UP32BG8213 | Jalaun | Winger3488 | 27-07-18 | 187090 |
| 244 | ALS | UP32BG8214 | Kheri | Winger3488 | 27-07-18 | 177072 |
| 245 | ALS | UP32BG8215 | Hardoi | Winger3488 | 27-07-18 | 131328 |
| 246 | ALS | UP32BG8216 | Jaunpur | Winger3488 | 27-07-18 | 57980 |
| 247 | ALS | UP32BG8217 | Unnao | Winger3488 | 27-07-18 | 80036 |
| 248 | ALS | UP32BG8218 | Ghaziabad | Winger3488 | 27-07-18 | 56084 |
| 249 | ALS | UP32BG8219 | Lalitpur | Winger3488 | 27-07-18 | 201435 |
| 250 | ALS | UP32BG8220 | Kannauj | Winger3488 | 27-07-18 | 93774 |

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# 3 Schedule 3: Performance Standards and Operating Protocols

## 3.1 Performance Standards for ALS Ambulances

The Service Provider shall meet following performance standards for the ALS Ambulance operations:

## 3.2 Response Time Standards

a. The ALS Ambulance should reach the site of emergency within the following prescribed time ("**Response Time**" standard).

(i) Response Time for urban areas should be **maximum of 30 minutes**

(ii) Response Time for rural areas should be **maximum of 45 minutes**

The Service Provider acknowledges and accepts that Response Time for ALS Ambulance Services and ALS Ambulances is the essence of this Service Agreement.

b. For the purpose of this Agreement, Response Time is defined as the time taken to reach the site of emergency after the call is received from the ARC.

c. The Response Time calculations shall be calculated from the time an ambulance is assigned as defined in (3.2.c.1) below till the time Service Provider's ALS Ambulance arrives on scene as defined in (3.2.c.2) below or is cancelled by the ARC.

(i) Intentionally Left Blank.
(ii) Time of Arrival on Scene - shall mean the time at which a GPS software based data/ ALS Ambulance personnel (the driver) notifies the ARC that the ALS Ambulance has reached the nearest public access point to the patient.
(iii) In case of multiple responses i.e. more than one vehicle arriving at the scene, the response time shall be recorded for the first vehicle to arrive at the scene.
(iv) Response time standards may be suspended in case of a multi casualty incident or disaster in the District in case the Authority or the Chief Medical Officer of the concerned District on the vehicles to provide aid.

d. For the purpose of this Agreement, Emergency Calls is defined as all calls for providing ALS Ambulance requiring the response as per the Standard Operating Protocols for ARC approved by the Authority. It shall exclude all hoax calls, repeat call, crank calls, calls without address of patient and it shall include other emergency calls like police & fire calls.

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e. It is clarified that non-response to hoax calls, repeat calls, crank calls or calls that did not provide an address for the Patient will not be taken into account while determining adherence to Response Time standards by the Service Provider. Response Time standards shall apply to all emergency. ALS Ambulance requests requiring a response as determined by the ALS Response Centre (ARC) using call screening and dispatch protocols approved by the Authority and only such calls shall be used for the purposes of determining adherence to response time standards.

### 3.3 Default in ALS Ambulance Performance Standard

a. Response Time Default

It is defined as the Failure of ALS Ambulances to meet the agreed standard, as given in Clause 3.2 of this Schedule 3, in reaching the patient.

b. Intentionally Left Blank.

c. Random checks

Based on random checks made by the Authority or its Representative if it is ascertained that a Non- Response Default as defined in the Service Agreement has occurred penal action shall be taken. Each instance of a failed response (Non Response Default) shall be evaluated by the Authority to determine the threat to the public health and safety and the need to initiate the provisions of compensation or a breach of contract in accordance with the Agreement.

d. Tolerance for Defaults

In case the Service Provider is unable to meet the Performance Standards for ALS Ambulance Services as prescribed in this Schedule 3, it shall be liable to pay Damages as provided in Schedule 5 of this Service Agreement.

### 3.4 Guidelines for preparation of the Standard Operating Procedures and Standard Ambulance Operating Protocol

a. Standard Operating Procedures

1) The Service Provider shall be required to formulate the required Standard Operating Procedures (SOP) and acquire the approval of the Authority thereon on or before Partial Commencement Date or Commencement Date as the case maybe. For this purpose, it is further clarified that the Service Provider shall promptly incorporate any observation that the Authority may provide on the SOP to achieve finalisation of the same... The Guiding

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Principles for the Standard Operating Procedures to be developed by the Service Provider are:

i. Purpose and Scope
ii. ARC, call handling and dispatch protocols
iii. Operation Systems, Structures and Protocols for ALS Ambulances (including response protocols, vehicle maintenance, vehicle breakdown management, vehicle accident management, vehicle distribution, communication protocols)
iv. Operational protocols for special circumstances (natural calamities, mass casualty events (both man-made and natural), unattended death, transportation of minors, transportation of obstetric cases, paediatric patients, neonates, crime scene operations, fire & accidents relating to hazardous material). The Authority will assist in the development of the operational protocols for such special circumstances.
v. Reporting structures and formats – overall documentation for reports to be provided by Service Provider to the Authority.
vi. Health and safety protocols for personnel
vii. Job description, roles and responsibilities of each level of personnel in entire operations and clearly defined escalation matrix of at least three levels
viii. Training, refresher course and orientation protocols for all levels of personnel (including staff replacement protocols)
ix. Overall administrative policies
x. Inter-facility transfer protocols
xi. Real time medical direction from doctor at ARC - guidance protocols
xii. Do Not Resuscitate Policy
xiii. The Service Provider will station the ALS Ambulances based on the identification of the critical Emergency Points/ Area and District Mapping

2) The Standard Operating Procedure shall be developed by the Service Provider and approved by the Authority before the operations of the ALS Ambulances commence. The Service Provider shall be required to formulate the required Standard Operating Procedures (SOP) and acquire the approval of the Authority thereon on or before Partial Commencement Date or Commencement Date as the case maybe. For this purpose, it is further clarified that the Service Provider shall promptly incorporate any observation that the Authority may provide on the SOP to achieve finalisation of the same.

3) The Service Provider may amend SOP from time to time subject to the approval of the Authority.

b. Standard Ambulance Operating Protocol

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1) The Service Provider shall be required to formulate the required Standard Ambulance Operating Protocol (SAOP) that will provide the guidelines and framework in accordance with which each Ambulance will operate and acquire the approval of the Authority thereon on or before Partial Commencement Date or Commencement Date as the case maybe. For this purpose, it is further clarified that the Service Provider shall promptly incorporate any observation that the Authority may provide on the SAOP to achieve finalisation of the same..

2) The Guiding Principles for the Standard Ambulance Operating Protocol to be developed by the Service Provider are:

   i. The Service Provider can collect/pick up patients only within the State of Uttar Pradesh only.
   ii. Hospital to home transfers are considered out of the scope of services that the Service Provider can provide.
   iii. Hospital to hospital transfers can only be undertaken if written evidence of referral from on duty doctor at the CHC or Government Hospital exists.
   iv. The ARC cannot refuse to send an ALS Ambulance for either a real or perceived emergency.

3) The Standard Ambulance Operating Protocol shall be developed by the Service Provider and approved by the Authority before the operations of the ALS Ambulances commence. The Authority shall review and communicate its approval or need for changes within a period of fifteen days from the date of submission of the draft Standard Ambulance Operating Protocol by the Service Provider and in the event no response indicating either the approval or need for specific amendments is received by the Service Provider, then the Authority shall be deemed to have approved the draft Standard Ambulance Operating Protocol submitted by the Service Provider. The Standard Ambulance Operating Protocol may be reviewed and revised at periodic intervals as the project is implemented.

4) The Authority shall have the right to, from time to time, notify a specific change(s) to the Standard Ambulance Operating Protocol and the Service Provider shall be bound to implement such change from the date of its communication by the Authority to the Service Provider.

5) It is clarified that failure to adhere to Standard Operating Procedure or Standard Ambulance Operating Protocol will not by itself, be considered as an Event of Default until such failure is of the nature specified in Clause 15.2 of the Agreement.

### 3.5 Performance Standards for the ALS Response Centre

a. The Service Provider shall meet following performance standards for the ARC operations:

1) From the time of receipt of call at the ARC, the ALS Ambulance must be dispatched in 300 seconds from call received OR call end time, whichever is earlier.

2) The Service Provider should ensure that the ARC should have 4 ARC Executives and 1 Physician. The Service Provider shall ensure their shift wise availability 24*7.

b. In case the Service Provider is unable to meet the Performance Standards for ARC as prescribed in this Schedule 3, it will be liable to pay Damages as provided in Schedule 5 of this Agreement.

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## Schedule 3.5.a - Standard Operating Protocol

The Standard Operating Protocol as finalised by the Service Provider, including any amendments thereof, and approved by the Authority or any other directions of the Authority, shall deemed to constitute this Schedule 3.5.a.

## Schedule 3.5.b - Standard Ambulance Operating Protocol

The Standard Ambulance Operating Protocol as finalised by the Service Provider, including any amendments thereof, and approved by the Authority or any other directions of the Authority, shall deemed to constitute this Schedule 3.5.b.

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## 4 Schedule 4: Reporting, Monitoring and Supervision

The Service Provider shall provide detailed operational, clinical and administrative data in a manner that facilitates its retrospective analysis. The Service Provider will have following

### 4.1 Reporting Obligations

a. The Service Provider should prepare and submit monthly and quarterly reports to the Authority, or any independent agency nominated by the Authority. Reporting formats have been provided in Schedule 7. However, the list is not exhaustive, and addition and modification of information required, and line items mentioned may be done from time-to-time at the discretion of the Authority.

b. The ARC will set up an online real-time MIS and provide online access to the Authority. The MIS will provide ALS Ambulance-wise real time data to the office of Authority as per this Agreement. The format of MIS and information requirement shall be decided with the Authority.

c. The Service Provider should capture all the information related to operations of ARC and ALS Ambulances in a centralised database through appropriate application software(s). This would enable periodic (daily, weekly, monthly etc.) reporting of performance and operations. The Service Provider has to share the information in electronic format with the Authority.

d. The Service Provider has to collect feedback from the beneficiary on various aspects of services provided after he/she has been stabilized.

e. The Service Provider will also be subject to community monitoring and feedback through IVRS based mechanism and this will be a key component of performance evaluation of the Service Provider. Feedback shall be taken for minimum 50% of the total served jobs. In case of the shortfall in feedback of less than 50%, Damages shall be levied in proportion to the shortfall.

   For Illustration: In case, Service Provider has taken only 38% of feedback against 50% of the total served jobs, then the Authority shall levy Damages equivalent to 0.12% of the Monthly Fee as per prevailing rate as calculated per following formula: 50-38 = 12 thus 0.12%.

f. The records of the Service Provider shall be subject to inspection by the Authority or any independent agency appointed by the Authority at any time during the term of Agreement.

### 4.2 Data and Reporting requirements

The Service Provider shall maintain proper records of operations including call timings of calls received from ARC, Employee Logs, GPS and Smart Phone Tracking Data, Terminal Access Log, Breakdown/Maintenance/Out of Service Schedule, inventory of medical consumables, medicines consumed, and any other relevant data, and present it to the

Authority or any independent agency nominated by the Authority from time-to-time at the discretion of the Authority.

a. The Service Provider shall maintain clinical records of patients handled or transported by ALS Ambulance including Patient Care Reports, ALS Ambulance call timings of call received from ARC, Maintenance logs and all other relevant data, and present it to the Authority or any independent agency nominated by the Authority from time-to-time at its discretion.

1) Essential Patient Care Record (PCR) and Assignment Data

i. Service Provider shall utilize an electronic patient care record system (ePCR) approved by the Authority for patient documentation on all EMS system responses including patient contacts, cancelled calls, and non-transports. The PCR shall be accurately completed to include all information required by the Authority, and information such as Drugs-being administered to each patient, equipment used for each patient care etc., will be distributed according to established Authority Policies and Procedures. Critical information shall be uploaded in the ePCR system in brief i.e. maximum 10 points; remaining shall be filled in hard copy and uploaded. The Service Provider shall ensure that patient care should not be affected due to filling of data etc. The Service Provider will leave a copy of the PCR (electronic or printed) at the receiving hospital upon delivery of each patient. Service provider shall make the ePRC accessible by the authority and ARC on real time basis.

ii. Within 24 hours, Service Provider shall provide access to records in computer readable format and suitable for statistical analysis for all categories of ALS Ambulance responses. Records shall contain all information documented on the PCR for all EMS system responses including patient contacts, cancelled calls, non-transports.

iii. The Service Provider will identify files or PCRs for trauma transports (patients meeting trauma triage criteria). The Service Provider shall be required to provide other data points which may be reasonably requested, including any needed modifications to support EMS system data collection.

2) Monthly Reports Required

i. Service Provider shall provide, within 10 business days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and financial performance stipulated herein. The Service Provider will document and report to the Authority in writing in a form required by the Authority. Response time compliance and customer complaints/resolutions shall be reported monthly. The Monthly Reports shall include, at a minimum:

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I. Response & Reach Time Compliance

- Intentionally Left Blank.
- Summary of Cancelled transports / interrupted calls due to vehicle/equipment failures
- Non Response Defaults
- Exception reports and
- Summary of interrupted calls due to vehicle/equipment failures

II. Patient Care Reports/ Clinical Reports

- Continuing compliance reports
- Summary of clinical/service inquiries and resolutions

III. Operational

- A list of each and every call received from ARC, sorted by Emergency Response Zone where there was a failure to properly record all times necessary to determine the response time; and, for patients meeting trauma criteria (shall mean patient requiring ALS Ambulance), on-scene time and/or transport to hospital time.
- A list of mutual aid responses to and from system
- Inventory & usage of Medical/ non-medical consumable

IV. Maintenance reports

- List of Breakdown / Damages and reasons
- Repairs / Maintenance work undertaken
- Replacement done

V. Personnel Reports

Service Provider shall provide the Authority with a list of staff; EMT, Physicians, etc. currently employed by the Service Provider and shall update that list whenever there is a change. The personnel list shall include, at a minimum, the name, address, telephone number, practitioner's license (if any) and expiration date or EMT certification and expiration date, Driver's License number, qualification, date and type of last training done, of each person on the list.

VI. Any other reports and records as may be reasonably required by the as may be required by the Authority from time-to-time

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ii. Monitoring and Supervision

I. The Service Provider shall undertake periodic (at least once every calendar month) inspection of the project facilities especially the fully equipped ALS Ambulance (vehicles) to determine their condition including compliance or otherwise with the maintenance manual, the maintenance programme, specifications and standards and the maintenance required and shall submit reports of such inspection ("Maintenance Reports") to the Authority. The Authority or any independent agency designated by the Authority shall review the Maintenance Reports and also undertake a detailed inspection of the overall project at least once a quarter and prepare an 'Inspection Report' of such inspection. The report will be sent to the Authority (if undertaken by an independent agency) and the Service Provider. The Service Provider shall within 30 (thirty) days of the receipt of the Inspection Report remedy the defects and deficiencies, if any, set forth in such Inspection Report and submit its report in respect thereof to the independent agency and/or the Authority within the said 30 (thirty) days period. Where the remedying of such defects or deficiencies is likely to take more than 30 (thirty) days, the Service Provider shall undertake the improvements in accordance with such practice and submit progress reports of such improvements every fortnight.

II. Notwithstanding the above, the Authority may inspect the Project at any time for a review of the compliance by the Service Provider with its maintenance obligations under the Agreement.

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# 5 SCHEDULE 5: DAMAGES

## 5.1 Delays in Commencement of Operation

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## 5.2 Operation related Damages

The Service Provider shall be liable to pay Damages as follows on any of the following event of occurrence:

| S. No | Event | Damages |
|---|---|---|
| 1a | **Delay in response time: Delay in dispatch of ALS Ambulance**<br>In the event of delay in dispatch of ALS Ambulance, measured as time lag between receipt of emergency call at ALS Response Centre and dispatch of ALS Ambulance beyond the maximum permissible response time of 300 seconds from call received OR call end time, whichever is earlier. It will not be considered non-responsive if the ALS Ambulance is ]] in other cases or it is assigned by Government for other purposes and the same shall be recorded in writing by the Government authority assigning the task for the said other purposes. | For each instance of delay in Response Time through delay in dispatch of ALS Ambulance by the Service Provider, subject to tolerance of maximum 150 minutes per Ambulance per month, Damages equivalent to 10% of rate per KM per Ambulance for the distance travelled on the concerned trip by the Ambulance (10% (ten percent) multiplied by Rate quoted by Bidder multiplied by the distance travelled on the trip by the ambulance), will be applicable for every 5 (five) minutes of delay per Ambulance.<br><br>For Illustration –<br>Assuming there is a delay of 165 minutes by an Ambulance in a month. So 15 minutes is in excess of the tolerance limit. Assuming that the last delay of 15 minutes is on account of a single trip of total 21 Km. And assuming that the per Km rate being charged is INR 40.<br>Now given that delay is 15 minutes, the delay Damages will be 30% of Rs. 40 i.e. Rs.12 multiplied by 21 km i.e. damages of Rs 252 only. |
| 1b | **Delay in response time: Delay in Arrival of ALS Ambulance:** | For each instance of delay in Response Time through delay in Arrival of ALS Ambulance by the Service Provider (but not as a direct |

| | | |
|---|---|---|
| | For each instance the ALS Ambulance needs to report to a site where it is normally not expected to be stationed, and the delay is beyond the maximum permissible response time (30 minutes for Urban areas and 45 minutes for rural areas) | consequence of delay in Dispatch of the ALS Ambulance), subject to tolerance of maximum 240 minutes per Ambulance per month, a Damages computed at the rate of Rs. 20 shall be deducted for delay of every 1 minute thereafter.<br><br>**Note:** The Authority shall at its cost is required to replace such ALS Ambulances which have completed its life expectancy or any other relevant parameter as per Condemnation Policy stipulated in Clause 7.1.13 of the Service Agreement and the Service Provider shall give 6 (six) months prior request for replacement to the Authority regarding the said ALS Ambulance. For avoidance of doubt, it is clarified that, till the time such ALS Ambulance are replaced by the Authority commencing from expiry of life expectancy, Key Performance Indicator for response time standard i.e. delay in arrival and delay in dispatch of ALS Ambulances shall be relaxed with tolerance level extended to twice the threshold applicable to ALS Ambulance operational during valid life expectancy. |
| 1c | For each instance of calls not attended by the Service Provider | An amount equal to Rs. 1000/- will be levied as Damages for each instance of non-response. However, if Service Provider calls back/ reverts in 90% or more such cases within 5 (five) minutes, no Damages shall be levied. |
| 2a | If, during ongoing supervision and monitoring, any of the following defaults/shortcomings are identified:<br>i. Even a single item of medicines/medical consumables/supplies is found to be unavailable / is of beyond expiry date in the Ambulance or is so reported by any user / Patient<br>ii. Poor general cleanliness of Ambulance | Rs. 1,000 for each default. |

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| | iii. Log book, stock register and vehicle maintenance record are not updated as prescribed by Authority | |
| 2b | If, during ongoing supervision and monitoring, any of the following **high severity** defaults/shortcomings are identified in any operational Ambulance:<br>i. Non-functioning of air-conditioning of Ambulance<br>ii. Non-functioning of any Advanced Life Support equipment in the Ambulance | Rs. 10,000 for each default. |
| 3 | Event of Smart Phone and GPS tampering or removal from any Ambulance. | In case it is determined that the Smart Phone and/or GPS tracker device fitted in any of the Ambulance has been tampered/ removed or made non-functional in any other way, then for each instance of tampering/ removal, the Service Provider shall be liable to pay Damages equivalent to INR 25,000/- for each such instance. In case GPS of any ALS Ambulance is not functional, that ALS Ambulance shall be considered as non-operational and off-road. |
| 4 | Feedback from user, based on the number of calls which have received a feedback rating above 3.<br>*Note: For the avoidance of doubt, the feedback evaluation and the subsequent levy of Damages shall take place only in respect of the calls in which the Feedback Call was completed and a feedback input was provided.* | Feedback shall be taken for minimum 50% of the total served jobs. In case of the shortfall in feedback of less than 50%, Damages shall be levied in proportion to the shortfall.<br>For Illustration: In case, Service Provider has taken only 38% of feedback against 50% of the total served jobs, then the Authority shall levy damages equivalent to 0.12% of the Monthly Fee as per prevailing rate as calculated per following formula: 50-38 = 12 thus 0.12% |

### 5.3 Calculation of Time Period for which a Fine is levied

The Damages applicable will be assessed for failure to meet the agreed Response Time Standards, in any Calendar month. The Calendar month shall be calculated commencing

from 00.00 hours of the first day to 24.00 hours of the last day of the relevant Calendar month.

### 5.4 Imposition of Damages Provisions

Imposition of the Damages pursuant to this Schedule shall be effective only from the Commencement Date.

### 5.5 Damages Disputes

Service Provider may appeal to the Authority, in writing within fifteen (15) working days of receipt of notification, for the imposition of any Damages or regarding the Authority's Damages calculations. In case of any disputes arising out of such appeals or due to such Damages, the dispute resolution procedure laid out in Service Agreement (Article 16) shall be adhered to.

### 5.6 Recovery of Damages

Any Damages payable under this Agreement shall be recovered through deductions from Monthly Payment payable by the Authority. In the event the Damages exceed Monthly Payment the same shall be recovered by the Authority from the encashment of the Performance Guarantee.

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# 6 SCHEDULE 6: LIST OF EQUIPMENT TO BE INSTALLED IN ALS AMBULANCE

## 6.1 Vehicle Equipment

The Vehicle equipment specifications are as follows:

| Item Name | Description and Quantity |
|---|---|
| ALS Ambulance Tracking System | The ALS Ambulance shall be installed with Smart Phone. Further, such Smart Phone shall have map interface at ARC, to ensure immediate geo-location of the ALS Ambulance.<br>The ALS Ambulance shall also have GPS tracker installed with map interface at ARC. The ALS Ambulance shall be tracked with Smart Phones and GPS tracker. In cases of inconsistency between the data extracted from GPS tracker and Smart Phone, the data extracted from GPS tracker shall be considered as accurate and shall be deemed conclusive for the purpose of this Agreement. |
| Warning Lights | Emergency warning beacon, visible 360 degrees as delivered along with Vehicle. |
| Audible Warning Devices | A siren, audible 500 feet to the front. |
| Maps | Street directories and road maps for primary and backup areas served. |
| Fire Extinguishers | Two adequately charged fire extinguisher, five pound $C0_2$ or dry powder, Underwriter's Laboratory approved. One of which shall be mounted in the patient compartment. |
| Hand lights | Two 6-volt hand lights. They should be of bulb type or LED type with rechargeable battery (of cell) of minimum 4.5 volts. |
| Chock Blocks | Two vehicle chock block. |
| Road reflectors | Six approved triangular reflectors, or equivalent. |
| Hazardous Material Guidebooks | • One Basic Life Support Guidelines book translated into Hindi;<br>• One National Institute of Occupational Health and safety (NIOSH) Pocket Guide to Chemical Hazards, current edition. |
| Triage Tags | Twenty Five triage tags of all type. |
| Protective Equipment | Personal protective equipment adequate to safeguard crew from anticipated exposures (latex gloves of various sizes, masks, gowns, surgical caps and eye shields) |
| Reflective Garment | One set reflective vest or reflective garment, or equivalent, per crew member |
| Protective Masks | Two respirators, conforming to OSHA Blood bore Pathogens. Standard 29 CFR 1910.1030(HEPA). |

### 6.2 Emblems and Markings on ALS Ambulances

Following shall be followed for display or markings on any ALS Ambulance:

a. Color scheme shall be standard across all ALS Ambulances and approved by the Authority
b. Front: The word "AMBULANCE", minimum of 10 cm in height, shall be in mirror image (reverse reading) for mirror identification by drivers ahead.
c. The name of the licensee as stated on their provider's license shall be of lettering not less than 8 cm in height.
d. Rear: The word "AMBULANCE", not less than 15 cm in height
e. No advertisements can be displayed on the back of the ALS Ambulance (on the doors).
f. Any other emblems, markings, promotional health or other messages on the Ambulance as specified by the Authority should be displayed on the ALS Ambulance.
g. Applicable Laws with regard to Emblems and Markings shall be strictly adhered to by Service Provider (if any).

### 6.3 Essential Medical Equipment for ALS Ambulance

The quality standards of all the Medical Equipment listed below must be certified by Indian/ International recognised agency.

| S. No. | List of Medical Equipment |
|---|---|
| 1. | Automated External Defibrillator<br>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)<br>Blades of different sizes (0, 1, 2, 3, 4, 5) |
| 7. | Emergency Suction Systems<br>Suction Pump, foot operated<br>Silicon Tubing (two sets)<br>Collection Container (capacity of approximately 500 ml) |
| 8. | Nebulizer (electric) |

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| S. No. | List of Medical Equipment |
|---|---|
| 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<br>Collection bottle of approximately 300 ml capacity<br>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) |
| 23. | Bag & Mask Ventilation Device (Adult) |
| 24. | Portable Hand Held Glucometer |
| 25. | Blood pressure sphygmomanometer and cuff<br>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:<br>Hammer, four pound with 15 inch handle<br>One axe<br>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 |

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| S. No. | List of Medical Equipment |
|---|---|
| 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 |
| 32. | Pulse oximeter |

## 6.4 Consumable, Medical Consumables and Medicines

### a. 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:<br>Pneumatic splints set of six with carrying case<br>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 |

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| S. No. | Items |
|---|---|
| 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 |

**b. 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) |

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| S. No. | Items |
|---|---|
| 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) |
| 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 |

**c. List of Medicines**

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| 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. | Ondanseteron | 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 |

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| S. No. | Name of Medication | Form/Use |
|---|---|---|
| 26. | Noradrenaline | Injectable |
| 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 |

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All requirements given in this Schedule 6 is minimum and the Service Provider shall add any other item as may be required and in sufficient quantity of consumables and medical consumables so that there is no shortage at any time.

## 6.5 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 सेवायें,
उ0प्र0, लखनऊ।

चिकित्सा अनुभाग-1 लखनऊः दिनांक 11 जुलाई, 2016

विषयः राष्ट्रीय स्वास्थ्य मिशन के अंतर्गत अनुमोदित ए0एल0एस0 एवं कार्डियक 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 ए0एल0एस0 एवं कार्डियक 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 ए0एल0एस0 एम्बुलेंस तथा 02 नग कार्डियक एम्बुलेंस अर्थात कुल 152 नग एम्बुलेंसों को डी0जी0एस0 एण्ड डी0 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 रू0 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, एन0एच0एम0, उ0प्र0, लखनऊ।

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।
2- इस शासनादेश की प्रमाणिकता वेब साइट http://shasanadesh.up.nic.in से सत्यापित की जा सकती है।

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Med Care 365 Medical Services Private Limited Authorised Signatory

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## 6.6 [Schedule Not in Use]

# 7 SCHEDULE 7: REPORTING FORMATS

The following reports shall be maintained monthly:

## 7.1 ALS Ambulance - Service Delivery

a. Beneficiary break up

i. Type of case and gender wise

| Area | Road accidents | Medical Emergencies | Hospital to hospital transfer | Total |
|---|---|---|---|---|
| | M / F/ T | M / F/ T | M / F/ T | M / F/ T |

(M/F/T - male/female/total)

ii. Age wise

| Area | 0-6 years | 6-18 years | 18-40 years | 40-60 years | Above 60 years | Total |
|---|---|---|---|---|---|---|
| | | | | | | |

b. No show / late show

| Area | Total instances of late response | No. of patients already transported | No. of patients expired | No. of instances of no response* |
|---|---|---|---|---|
| | | | | |

*Detailed report of each such case should be documented

c. First Aid

| No. of cases where first aid was provided | No. of cases where first aid was not provided | No. of cases where first aid was not required |
|---|---|---|
| | | |
| | | |

d. Area wise categorisation of road accidents, e.g. pedestrian, cyclist or cycle rickshaw, scooter/ motor cyclist, Motorist (car/SUV), Trucks, etc. (give numbers and percentage of total)

e. Area wise categorisation of medical emergencies (give numbers and percentage of total)

i. Cardiac arrest
ii. Critical cerebrovascular accident cases
iii. Critical airway obstruction

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iv. Neonatal resuscitation
v. Respiratory arrest
vi. Critical vehicular and other critical trauma cases
vii. Burn cases needing advanced care
viii. Obstetrical cases needing advanced care
ix. Other life threatening conditions

f. Average number of calls responded to by an ALS Ambulance in a day

g. Response Time

| Time range | Time taken to reach site of incident | Time taken from site of incident to hospital |
|---|---|---|
| Within 30 minutes in Urban Area | | |
| –After 30 minutes in Urban Area | | |
| Within 45 minutes in Rural Area | | |
| After 45 minutes in Rural Area | | |
| Could not respond* | | |

* Detailed report for each such case to be documented

h. Reporting on Response Times

Service Provider shall document all times necessary to determine total Ambulance response time, including but not limited to time call received by Service Provider; time location verified; time Ambulance crew assigned; time en route to scene; if cancelled en route, time cancelled prior to arrival on scene; arrival at scene time; time en route to hospital; and arrival at hospital time.

## 7.2 Response Time Performance Report

a. Within five (5) working days following the end of each month, Service Provider shall document and report response time performance to the Government.
b. Service Provider shall use response time data in an on-going manner to evaluate Service Provider's performance and compliance with response time standards in an effort to continually improve its response time performance levels.
c. Service Provider shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis. If elimination of any causes of failure or improvement in performance standards requires changes in the SOPs, the Service Provider will modify the SOP and get it approved from the government.
d. It is Service Provider's responsibility to apply to DOHFW for an exception to a required response time.

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## 7.3 ALS Ambulance – Operations

a. Staffing (for period x to y)

| Staff designation | No. of sanctioned posts | No. of posts in position | Vacant posts |
|---|---|---|---|
| | | | |
| | | | |

b. Condition of vehicles

| Total no. of vehicles | No. of vehicles on road | No. of vehicles off road (due to breakdown or servicing or equipment maintenance) |
|---|---|---|
| | | |
| | | |

c. Record of working / non-working equipment in each type of ALS Ambulance
d. Record of medicines / disposables available in each type of ALS Ambulance
e. Training – report of refresher training calendar for each staff

Note: The Documents required as evidence shall be mutually decided between Authority and Bidder at the time of preparation of SOP.

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महानिदेशक
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## 8 SCHEDULE 8: FORMAT OF THE BANK GUARANTEE

The format is to be used by the Service Provider to prepare and submit the Bank Guarantee as Performance Security at the time of signing of Agreement.

**(To be issued by any Nationalized Bank or Indian Scheduled Commercial Bank, per provisions of Article 9 of the Service Agreement)**

a. In consideration of the Mission Director, National Health Mission, Uttar Pradesh and Directorate of Medical & Health Services (hereinafter called Authority, which expression shall include any entity which Authority may designate for the purpose) having agreed, interalia, to consider the bid of .....(hereinafter referred to the "Service Provider" which expression shall include their respective successors and assigns) furnish a Performance Security for due and faithful performance of its obligations; under and in accordance with the terms of the Service Agreement (hereinafter called the "Agreement") in lieu of this Service Provider being required to make a cash deposit, we .....[name of the Bank and address of the issuing branch], hereinafter called the "Bank" which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Service Provider hereby unconditionally and irrevocably undertake to pay as primary obligor and not as surety only to Authority without protest or demand and without any proof or condition the sum of **Rs. 5,00,00,000/- (Indian Rupees Five Crores Only).**

b. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forthwith (and in any event within five days) the amounts due and payable under this Guarantee without any delay or demur merely on a written demand from the Authority stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the Agreement. Any such demand made on the Bank by the Authority shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank's liability under 'this Guarantee shall be restricted to an amount not exceeding **Rs. 5,00,00,000/- (Indian Rupees Five Crores Only)**.

c. We, the Bank unconditionally undertake to pay to the Authority any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Service Provider or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Service Provider or any other party to the Bank not to pay or for any cause to withhold or defer payment to the Authority under this Guarantee. The Bank's liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank's liability for payment hereunder and the Service Provider shall have no claim against the Bank for making such payment.

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d. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect till [XXX] (i.e till the end of 6 months from the date of expiry of the term of the Service Agreement). Unless a demand or claim under this Guarantee is made on the Bank by the Authority in writing on or before the said End Date the Bank shall be discharged from all liability under this Guarantee thereafter.

e. We, the Bank further agree with the Authority that the Authority shall have the fullest liberty without the Bank's consent and without affecting in any manner the Bank's obligation hereunder to vary any of the terms and conditions of the Agreement or to extend or postpone the time of performance by the Service Provider or any other party from time to time or postpone for any time or from time or postpone for any time or from time to time any of the powers exercisable by the Authority against the Service Provider or any of them and to enforce or to forbear from enforcing any of the terms and conditions relating to the Agreement and the Bank shall not be relieved from its liability by reason or any forbearance act or omission on the part of the Authority, or any indulgence given by the Authority to the Service Provider or any other party or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.

f. To give full effect to the obligations herein contained, the Authority shall be entitled to act against the Bank as primary obligor in respect of all claims subject of this Guarantee and it shall not be necessary for the Authority to proceed against the Service Provider or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall be enforceable against the Bank as principal obligor.

g. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or insolvency of any individual member of the Service Provider or any other party or any change in the legal constitution or insolvency of the Service Provider or any other party or any change in the legal constitution of the Bank.

h. We, the bank lastly undertakes not to revoke this Guarantee during its currency except with the previous consent of the Authority writing.

Notwithstanding anything contained herein.

- Our liability under the Bank Guarantee shall not exceed **Rs. 5,00,00,000/- (Indian Rupees Five Crores Only)**.
- The Bank Guarantee shall be valid up to [date], __.*
- Unless acclaimed or a demand in writing is made upon us on or before _____, all our liability under this guarantee shall cease.

**IN WITNESS WHEREOF THE BANK HAS SET ITS HANDS HERETO ON THE DAY, MONTH AND YEAR MENTIONED HEREUNDER.**

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Signed and Delivered
On behalf of .....(Bank name) (Signature)
(Date)
by the hand of Mr .....
(name of authorised signatory)
**Designation**

Address of the controlling office of the issuing branch with phone number and fax number to be provided.

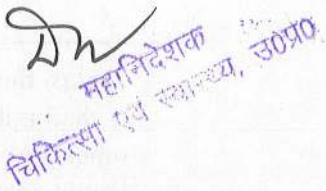
**Note 1:** Authenticated copy of Letter of Intent authorising the signatory of this guarantee to execute the same to be enclosed herewith).

**Note 2:** Please fill up the date six months after the expiry of the Agreement Period.












## 9 SCHEDULE 9: LIST OF UP DISTRICTS WITHIN 200 KM 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. Bijor
12. Shamil
13. Saharanpur
14. Moradabad
15. JP Nagar
16. Hathras
17. Sambola
18. Amroha

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निदेशक
राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

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## 10 SCHEDULE 10: SPECIFICATIONS OF SMART PHONE, APN SIM & GPS

### Part I

### Specifications of Smart Phone and APN Sim Requirements

**Smart Phone Specifications**

Ram: 4 GB
Space: 32 GB/ 64 GB
Screen Size: 6 inch+ Display: HD Touch Screen Display
Battery Capacity: More than 4000 mAH
OS: Android 10 (or latest)
Accessories (To be bought separately):
• Military Grade Phone Cover
• Car Charger (Fast Charging)/ Power Bank (Fast Charging)

* APN: An Access Point Name (APN) is the name of a gateway between a GSM, GPRS, 3G or 4G mobile network and another computer network. A mobile device making a data connection must be configured with an APN to present to the carrier. The carrier will then examine this identifier to determine what type of network connection should be created, for example: which IP addresses should be assigned to the wireless device, which security methods should be used, and how or if, it should be connected to some private customer network.

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## Part II

## Specifications of GPS

- Horizontal Point Accuracy: Max. 2 meters
- Data Backup for GPRS Dark Zones (Minimum): 20000
- Ingress Protection Rating of Enclosure (IP): 65 (minimum)
- Battery Backup (minimum): 10 hours
- Hot Start Time: Less than 1 sec
    - Availability of Data Backup for 365 days: Yes
    - uptime of Server to be more than 90%: Yes
    - Tamperproof Device: Yes • Device Tampering Alarm: Yes
    - Dual Sim Slot: Yes
    - Built-in storage to store the data for minimum 1 day if the device is out of network: Yes
    - The device should be compatible with APN SIMs.
    - Intentionally Left Blank.
    - Intentionally Left Blank.

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## 11. SCHEDULE 11: Documents of Service Provider

**Letter No. ZHL/Tender/2021-22/007** Dated June 3, 2021

**The Mission Director**
**National Health Mission, Uttar Pradesh**
**Vishal Complex, 19-A Vidhan Sabha Marg**
**Lucknow, UP, India -226001**

Madam,

**Ref No : - 287/SPMU/EMTS/ALS M&E/2020-21/TC/718 DATED 31/05/2021**

**Sub: Letter of Award (LOA) for Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Service in Uttar Pradesh dated 31st May 2021**

We take this opportunity to thank you National Health Mission, Uttar Pradesh for identifying us as "Selected Bidder" for the above tender and issuing LOA.

We hereby convey our unconditional acknowledgment of the LOA dated 31st May 2021 and enclose a copy of it duly signed.

We have identified our 100% subsidiary "Med Care 365 Medical Services Private Limited", (Med Care 365) having its registered office at 23rd Floor, Sunshine Tower, Senapati Bapat Marg, Dadar (West), Mumbai MH 400013 (same as ours) to be the Special Purpose Vehicle (SPV) in terms of clause 1.1.3 of the RFP. This entity will execute the service agreement with NHM and implement, operate and maintain ALS ambulances services in accordance with the service agreement.

We now seek your approval for the following:-

1. We have identified "Med Care 365 Medical Services Private Limited" as an SPV under clause 1.1.3. We enclose certificate of incorporation and memorandum and articles of association of Med Care 365 for your perusal. Currently this company does not have any operations. We seek your approval for using Med Care 365 as an SPV as required under clause 1.1.3 of the RFP.

2. We have already furnished the bid security amount of Rs.2 crore through a bank guarantee. We request your approval to adjust this bid security towards the amount of PBG as per clause 2.19.4 of the RFP. We will issue another PBG for the balance Rs.3 crore within 30 days of signing of the service agreement making total PBG amount to Rs.5 crore as per RFP terms and conditions.

We request your approvals and once again thank everyone involved in the RFP process for selecting us as a successful bidder for this project.

Thanking you,

Yours faithfully,

**Nandadeep Pandharkar**
**Senior Vice President**

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सत्यमेव जयते

**GOVERNMENT OF INDIA**
**MINISTRY OF CORPORATE AFFAIRS**

Central Registration Centre

# Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that MED CARE 365 MEDICAL SERVICES PRIVATE LIMITED is incorporated on this Twenty ninth day of July Two thousand twenty under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U85100MH2020PTC342845.

The Permanent Account Number (PAN) of the company is **AANCM6313Q** *

The Tax Deduction and Collection Account Number (TAN) of the company is **MUMM58009A** *

Given under my hand at Manesar this Twenty ninth day of July Two thousand twenty .

DS MINISTRY OF CORPORATE AFFAIRS 6

Digital Signature Certificate
SHIVARAJ C RANJERI
ASST. REGISTRAR OF COMPANIES
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

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Mailing Address as per record available in Registrar of Companies office:

MED CARE 365 MEDICAL SERVICES PRIVATE LIMITED
23rd Floor, Sunshine Tower,, Senapati Bapat Marg, Dadar (West),, Mumbai,
Mumbai City, Maharashtra, India, 400013

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* as issued by the Income Tax Department

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[Pursuant to Schedule I (see sections 4 and 5) to the Companies Act, 2013] FORM NO. INC-33

**SPICe+ MOA**

(e-Memorandum of Association)

A

*** Table applicable to company as notified under schedule I of the companies Act, 2013**

**Table A**- MEMORANDUM OF ASSOCIATION OF A COMPANY LIMITED BY SHARES

1. The Name of the Company is MED CARE 365 MEDICAL SERVICES PRIVATE LIMITED

2.The Registered office of the company will be situated in the state of Maharashtra-MH

3.(a)The objects to be pursued by the company on its incorporation are

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1. To carry, assist or engage in and undertake the business/profession/activity of setting up, maintaining and managing Clinical Establishments as defined by Section 2(c) of the Clinical Establishments (Registration and Regulation) Act, 2010 and Emergency Care facilities, including but not limited to Tele-medicine/Tele medical consultancy, clinic, First Aid Center, Mobile Medical Unit, Dispensaries, Veterinary Hospitals, Pathology Laboratories, Nursing Homes, Health Care Units, Fitness Centers, Gymnasiums, Maternity Homes, Pharmaceutical Drug/Medical Stores, Medical Diagnostic Centers, Medical Research Centers, Physiotherapy centers, Blood Banks, Eye Banks, First Aid Centers, Rehabilitation Centers for curing addiction to smoking alcohol and drugs Food/ Consumables quality Testing Centers, Obesity Curing Centers, Massage Centers, Cosmetic Surgery Centers, public safety services, Fire rescue services, natural calamity rescue services, provide fire prevention and suppression Rescue services, running Ambulance, Emergency Medical Services (EMS), marketing and selling of Health Care Plans, Health Services and product, establish/run/promote, medical and healthcare education and management training including in the fields of medicine, nursing, physical medicine and rehabilitative medicine, pharmacy and allied medical and related business or activity in India or abroad.

2. To undertake, assist, promote, conceive, design, build and construct, establish, setup, develop, takeover, run, manage and operate establishments, organizations, institutions and clinics, facilities for providing, giving and dispensing medical treatment, medical facilities, Para medical facilities, healthcare facilities and all health, medical and other related and ancillary services, and support and carrying out all medical and healthcare activities, including general, multi-specialty and super specialty hospitals.

3. To assist, engage in and provide hospital management services and doctor services including technical, managerial and commercial expertise required to enhance the functioning of new and existing hospitals and healthcare centers; to carry on the business of acting as technical and business consultants, project developers and technical management and commercial advisors on all facets of Medicare, healthcare and hospital management including but not limited to conceiving, designing, surveying, evaluating, implementing, setting up and equipping of new hospitals, diagnostic centers, day care networks, health sanitaria, clinics, health resorts, health spas and hospices; hospitals poly-clinics, nursing homes, maternity homes, dispensaries, pharmacies, all kinds of laboratories and investigation centers including but not limited to diagnostic, transplant, trauma, anesthesia, critical, rehabilitative, recuperative and mother and child care centers, veterinary hospitals, blood banks, centers providing ambulance services, dedicated and specialized medical research centers equipped with state-of-the-art equipment, centers providing facilities and support services to setup a network of such hospitals, clinics, other paramedical facilities and other such institutions, organizations, establishments.

4. To set-up and run Control rooms, call center, interface between the services of the Company and Public at large.

5. To act as nodal agency of Government of India to implement any scheme and programs as may be assigned or transferred by the Government of India, and also any scheme/ program of WHO, UNICEF, or any other regional, national, international or bilateral agencies in the health and family welfare sector.

6. To undertake, promote, establish or engage in all kinds of research & development work connected with all facilities of medicines or assisting in establishing research centers, engaged in the kind of research work connected with different school of medicine particularly with reference to cardiology & heart diseases.

7. To establish or assist in establishing colleges in all faculties of medicine for Graduation, Post-Graduation, Specialization and super Specialization.

3.(b)Matters which are necessary for furtherance of the objects specified in clause 3(a) are

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आयुर्वा सू०
निदेशक निदेशक
राष्ट्रीय स्वास्थ्य निदेशक, सचिवालय

1. To provide assistance to Motorist, road accident victim, towing services, other roadside assistance to the person travelling by road, whether on National Highway/State Highway or other roads.

2. To take on lease any factory, premises, building or establishment carrying on the business which the Company is authorised to carry on.

3. To establish processing and freezing plants and cold storages for processing packing and storing pharmaceutical and food commodities.

4. To create a sustainable presence of the Company all over India and to develop sustainable or viable businesses that are capable of providing high medical services to the common people.

5. To liaise with central, state and local governments, and government of semi-governmental authorities, undertakings and organizations in India and where necessary in other countries. In connection with the realization of the Company's objects.

6. To draw, make, accept, discount, buy, sell, collect and deal in Bills of Exchange, Treasuries, Promissory notes, Coupon, Drafts, Bill of Lading, Railway Receipts, Warrants, Debenture Certificates, Scripts and other instruments and securities whether negotiable or transferable of not. But the Company shall not carry on the Banking business as defined in the Banking Regulation Act, 1949. To secure or guarantee by mortgage, charge or otherwise performance and discharge of any contract, obligations or liability to the Company or any person or Corporation, Bank or Financial Institutions with whom the Company has dealings or having business or undertaking in which the companies concerned or interested whether directly or indirectly.

7. To obtain or acquire, application, purchase, license or otherwise and to exercise use and grant licenses to others to exercise and use patent rights, lease rights, brevets d?invention, concessions or protection in any part of the world for any invention, mechanism or process, secret or otherwise, and to disclaim, alter or modify such patent, rights or protection and also to acquire, use and register trademarks, trade names, registered or other designs, rights or copyright, or other rights or privileges in relation to any business for the time being carried on by the Company.

8. To establish or promote or concur in establishing or promoting any company whose objects shall include acquisition of all or any of the assets or liabilities of the Company or promotion of which shall be considered likely to advance directly or indirectly the object of this Company or the interests of its shareholders.

9. To merge or amalgamate with or enter into partnership or joint venture or profit sharing arrangement with or co-operate in anyway with any Company, Firm, Person or any other entity carrying on or proposing to carry on any business within the objects of the Company.

10. To enter into agreements and contracts with Indian or foreign individuals, companies, corporations, firms, trusts formed under the Indian Trust Act, or other organizations for technical, business, financial or any other assistance for carrying out all or any the of the objects of the Company.

11. To establish and maintain any agencies in India or any part of the world for conduct of business of the Company or for sale of any materials for the time being at the disposal of the Company for sale.

12. To advertise and adopt means of making known the business activities of the Company or any articles or goods traded of dealt by the company in anyway as may be expedient for the benefit of the Company.

13. To enter into partnership or into any agreement for sharing of profits, union of interests, co- operation, joint venture, reciprocal concession, license or otherwise with any entity including but not limited to person, firm, association society, company or corporation carrying on or engaged in or about to carry on or engage in any transaction capable of being conducted so as directly or indirectly to benefit the Company, and to give to any such entity special rights, licenses and privileges, in connection with the above.

14. To enter into any agreement with the central, state or local government or government or quasi- governmental authorities, bodies, undertakings and organizations or otherwise that may seem conducive to the Company's objects or any of them and to obtain from any such Government Authority, any rights, privileges and concessions which may seem conducive to the Company's objects or any of them.

15. To purchase or otherwise acquire and undertake whole or any part of the goodwill, business, undertaking, property, rights, liabilities, of any person firm or company carrying on the business, which this Company is authorised to carry on and to purchase, acquire, apply for. hold, sell and deal in shares, stock, debentures or debenture stock of any such person, firm or company and to conduct, make or carry into effect any arrangement in regard to winding up of the business of any such person, firm or company.

16. To acquire by lease, purchase, hire-purchase, exchange or otherwise, land, building, machinery, equipment including parts and components thereof and such other requirements and amenities and business of any firm, individual, partnership, companies, corporations or trusts as may be required in connection with the objects of the Company.

17. To insure against losses, damages, risk and liabilities of any kind which may affect the Company either wholly or partially?

18. To pay costs, charges and expenses of and incidental to the formation, promotion, registration and establishment of the Company, including costs, charges of negotiations and arrangements, made prior to or in anticipation of the formation and incorporation of the Company.

19. To pay for any rights or property acquired by the Company and to remunerate any person or Company whether by cash payment or by allotment of shares, debentures or other securities of the Company agreed as paid-up in full or in part or otherwise.



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अपर्णा यू०
मिशन निदेशक

4.The liability of the member(s) is limited and this liability is limited to the amount unpaid, if any, on the shares held by them.

5.The share capital of the company is 1,000,000.00 rupees, divided into,

| | | | | | |
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| 100,000.00 | Equity | shares of | 10.00 | rupees each | ,and |
| | | | | | |

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☒ We, the several persons, whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this memorandum of association, and we respectively agree to take the number of shares in the capital of the company set against our respective names:

☐ I, whose name and address is given below, am desirous of forming a company in pursuance of this memorandum of association and agree to take all the shares in the capital of the company (Applicable in case of one person company):

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अपर्णा यू0 मिशन निदेशक राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

| S.No. | Subscriber Details | | | | | |
|---|---|---|---|---|---|---|
| | Name, Address, Description and Occupation | DIN/PAN/Passport Number | No. of shares taken | | DSC | Dated |
| 1 | Ziqitza Health Care Limited (through its Authorised Representative, Manish Sacheti) Registered Office - Sunshine Tower, 23rd Floor, Senapati Bapat Marg, Dadar West Mumbai - 400013. Occupation - Business | AOVPS1493J | 9999 | Equity | | 15/07/20 |
| | | | | Preference | | |
| 2 | Naresh Jain (Nominee of Ziqitza Health Care Limited) Address - 601-602, G-5 Vastu Heights, Sundervan Complex, Lokhandwala Road, Andheri West Mumbai 400053 Occupation - Professional | 00337573 | 1 | Equity | | 15/07/20 |
| | | | | Preference | | |
| | Total Shares taken | | 10,000.00 | Equity | | |
| | | | | Preference | | |

| Signed before Me | | | | | |
|---|---|---|---|---|---|
| Name | | Address, Description and Occupation | DIN/PAN/Passport Number/ Membership Number | DSC | Dated |
| FCS | Vipin Mehta | Office No. 12, 14th Floor, Navjivan Comm. Premises Soc., Building No.3 Lamington Road, Mumbai - 400 008 Occupation - Practicing Company Secretary | 8587 | | 15/07/20 |

Modify Check Form

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[Pursuant to Schedule I (see Sections 4 and 5) to the Companies Act, 2013)] FORM NO. INC-34

**SPICe + AOA**
(e-Articles of Association)

*Table [F] as notified under schedule I of the companies Act, 2013 is applicable to the company

MED CARE 365 MEDICAL SERVICES PRIVATE LIMITED

A COMPANY LIMITED BY SHARES

| Check not applicable | Check if altered | if Article No | Description |
|---|---|---|---|
| | | | ***Interpretation*** |
| ☐ | ☒ | I | I. (1) In these regulations --<br>(a) "the Act" means the Companies Act, 2013,<br>(b) "the seal" means the common seal of the company, if any.<br>(c) "These Articles" means these Articles of Association as originally framed or as altered from time to time.<br>(d) "The Company" means MED CARE 365 MEDICAL SERVICES PRIVATE LIMITED.<br>(e) "The Directors" means the Board of Directors of the Company for the time being.<br>(f) "The Office" means the Registered Office of the Company for the time being.<br>(g) "The Register" means the Register of Members to be kept pursuant to Section 88 of the Act.<br>(h) "Dividend" includes any interim dividend.<br>(i) "Year" means Financial Year shall have the meaning assigned thereto by Section 2(41) of the Act.<br>(j) "In Writing" and "Written" shall include printing, lithography and other mode of representing or reproducing words in a visible form.<br>(k) Words importing the singular number also include the plural number and vice-versa.<br>(l) Words importing the masculine gender also include the feminine gender.<br>(m) Words importing the Company include corporations.<br><br>(2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.<br><br>(3) In pursuance of Section 2(68) of The Companies Act 2013 "Private company" means a company having a minimum paid-up share capital as may be prescribed, and which by its articles-<br>(1) restricts the right to transfer its shares;<br>(2) limits the number of its members to two hundred:<br>Provided that where two or more persons hold one or more shares in a company jointly, they shall, for the purposes of this clause, be treated as a single member:<br>Provided further that-<br>(A) persons who are in the employment of the company; and<br>(B) persons who, having been formerly in the employment of the company, were members of the company while in that employment and have continued to be members after the employment ceased, shall not be included in the number of members; and<br>(3) prohibits any invitation to the public to subscribe for any securities of the company; |
| | | | ***Share capital and variation of rights*** |
| ☐ | ☐ | II 1 | Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit. |

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| ☐ | ☐ | 2 | (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided,-<br>(a) one certificate for all his shares without payment of any charges; or<br>(b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.<br>(ii) Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid-up thereon.<br>(iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders |
| ☐ | ☐ | 3 | (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.<br>(ii) The provisions of Articles (2) and (3) shall mutatis mutandis apply to debentures of the company. |
| ☐ | ☐ | 4 | Except as required by law, no person shall be recognised by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder. |
| ☐ | ☐ | 5 | (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.<br>(ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.<br>(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other. |
| ☐ | ☐ | 6 | (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.<br>(ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question. |
| ☐ | ☐ | 7 | The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith. |
| ☐ | ☐ | 8 | Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine. |
| | | | ***Lien*** |
| ☐ | ☐ | 9 | (i) The company shall have a first and paramount lien-<br>(a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and<br>(b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company:<br>Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.<br>(ii) The company?s lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares. |
| ☐ | ☐ | 10 | The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:<br>Provided that no sale shall be made-<br>(a) unless a sum in respect of which the lien exists is presently payable; or<br>(b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency. |



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| ☐ | ☐ | 11 | (i) To give effect to any such sale, the Board may authorise some person to transfer the shares sold to the purchaser thereof.<br>(ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.<br>(iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale. |
| ☐ | ☐ | 12 | (i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.<br>(ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale. |
| | | | ***Calls on shares*** |
| ☐ | ☐ | 13 | (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:<br>Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.<br>(ii) Each member shall, subject to receiving at least fourteen days? notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.<br>(iii) A call may be revoked or postponed at the discretion of the Board. |
| ☐ | ☐ | 14 | A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments. |
| ☐ | ☐ | 15 | The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. |
| ☐ | ☐ | 16 | (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.<br>(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part. |
| ☐ | ☐ | 17 | (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.<br>(ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. |
| ☐ | ☐ | 18 | The Board<br>(a) may, if it thinks fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him; and<br>(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance. |
| | | | ***Transfer of shares*** |
| ☐ | ☐ | 19 | (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.<br>(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof. |
| ☐ | ☐ | 20 | The Board may, subject to the right of appeal conferred by section 58 decline to register-<br>(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or<br>(b) any transfer of shares on which the company has a lien. |
| ☐ | ☐ | 21 | The Board may decline to recognise any instrument of transfer unless-<br>(a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;<br>(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and<br>(c) the instrument of transfer is in respect of only one class of shares. |
| ☐ | ☐ | 22 | On giving not less than seven days? previous notice in accordance with section 91 and rules made thereunder, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:<br>Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year. |

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| | | | ***Transmission of shares*** |
| ☐ | ☐ | 23 | (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognised by the company as having any title to his interest in the shares<br>(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons. |
| ☐ | ☐ | 24 | (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either-<br>(a) to be registered himself as holder of the share; or<br>(b) to make such transfer of the share as the deceased or insolvent member could have made.<br>(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency. |
| ☐ | ☐ | 25 | (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.<br>(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.<br>(iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member. |
| ☐ | ☐ | 26 | A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:<br>Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with. |
| | | | ***Forfeiture of shares*** |
| ☐ | ☐ | 27 | If a member fails to pay any call, or instalment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued. |
| ☐ | ☐ | 28 | The notice aforesaid shall-<br>(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and<br>(b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited. |
| ☐ | ☐ | 29 | If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. |
| ☐ | ☐ | 30 | (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.<br>(ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit. |
| ☐ | ☐ | 31 | (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.<br>(ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares. |

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| ☐ | ☐ | 32 | (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;<br>(ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;<br>(iii) The transferee shall thereupon be registered as the holder of the share; and<br>(iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share. |
| ☐ | ☐ | 33 | The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified. |
| | | | ***Alteration of capital*** |
| ☐ | ☐ | 34 | The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution. |
| ☐ | ☐ | 35 | Subject to the provisions of section 61, the company may, by ordinary resolution,-<br>(a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares; (b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;<br>(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;<br>(d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person. |
| ☐ | ☐ | 36 | Where shares are converted into stock,-<br>(a) the holders of stock may transfer the same or any part thereof in the same manner as, and subject to the same regulations under which, the shares from which the stock arose might before the conversion have been transferred, or as near thereto as circumstances admit:<br>Provided that the Board may, from time to time, fix the minimum amount of stock transferable, so, however, that such minimum shall not exceed the nominal amount of the shares from which the stock arose.<br>(b) the holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the company, and other matters, as if they held the shares from which the stock arose; but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.<br>(c) such of the regulations of the company as are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" in those regulations shall include "stock" and "stock-holder" respectively. |
| ☐ | ☐ | 37 | The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorised and consent required by law,-<br>(a) its share capital;<br>(b) any capital redemption reserve account; or<br>(c) any share premium account. |
| | | | ***Capitalisation of profits*** |
| ☐ | ☐ | 38 | (i) The company in general meeting may, upon the recommendation of the Board, resolve-<br>(a) that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the company?s reserve accounts, or to the credit of the, profit and loss account, or otherwise available for distribution; and<br>(b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.<br>(ii) The sum aforesaid shall not be paid in cash but shall be applied, subject to the provision contained in clause (iii), either in or towards-<br>(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;<br>(B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;<br>(C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);<br>(D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;<br>(E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation. |

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| ☐ | ☐ | 39 | (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall-<br>(a) make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares if any; and<br>(b) generally do all acts and things required to give effect thereto.<br>(ii) The Board shall have power-<br>(a) to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and<br>(b) to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalisation, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalised, of the amount or any part of the amounts remaining unpaid on their existing shares;<br>(iii) Any agreement made under such authority shall be effective and binding on such members. |
| | | | ***Buy-back of shares*** |
| ☐ | ☐ | 40 | Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities. |
| | | | ***General meetings*** |
| ☐ | ☐ | 41 | All general meetings other than annual general meeting shall be called extraordinary general meeting. |
| ☐ | ☐ | 42 | (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.<br>(ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board. |
| | | | ***Proceedings at general meetings*** |
| ☐ | ☐ | 43 | (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.<br>(ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103. |
| ☐ | ☐ | 44 | The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company. |
| ☐ | ☐ | 45 | If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting. |
| ☐ | ☐ | 46 | If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting. |
| | | | ***Adjournment of meeting*** |
| ☐ | ☐ | 47 | (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.<br>(ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.<br>(iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.<br>(iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. |
| | | | ***Voting rights*** |
| ☐ | ☐ | 48 | Subject to any rights or restrictions for the time being attached to any class or classes of shares,-<br>(a) on a show of hands, every member present in person shall have one vote; and<br>(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company. |
| ☐ | ☐ | 49 | A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once. |

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अपर्णा यू०
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| ☐ | ☐ | 50 | (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.<br>(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members. |
| ☐ | ☐ | 51 | A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy. |
| ☐ | ☐ | 52 | Any business other than that upon which a poll has been demanded may be proceeded with, pending the taking of the poll. |
| ☐ | ☐ | 53 | No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid |
| ☐ | ☐ | 54 | (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.<br>(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive. |
| | | | ***Proxy*** |
| ☐ | ☐ | 55 | The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarised copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid. |
| ☐ | ☐ | 56 | An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105. |
| ☐ | ☐ | 57 | A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used. |
| | | | ***Board of Directors*** |
| ☐ | ☒ | 58 | 58. (i) The minimum number of Directors shall be two and maximum number of Directors shall be fifteen. Provided that the company may appoint more than fifteen Directors after passing a special resolution in the General Meeting.<br><br>(ii) The first Directors of the Company shall be:<br><br>1. Mr. Atul Kishore<br>2. Mr. Rajendra Bodas<br>3. Mr. Nandadeep Pandharkar |
| ☐ | ☐ | 59 | (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day.<br>(ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them-<br>(a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or<br>(b) in connection with the business of the company. |
| ☐ | ☐ | 60 | The Board may pay all expenses incurred in getting up and registering the company. |
| ☐ | ☐ | 61 | The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may thinks fit respecting the keeping of any such register. |
| ☐ | ☐ | 62 | All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine. |

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| ☐ | ☐ | 63 | Every director present at any meeting of the Board or of a committee thereof shall sign his name in a book to be kept for that purpose. |
| ☐ | ☐ | 64 | (i) Subject to the provisions of section 149, the Board shall have power at any time, and from time to time, to appoint a person as an additional director, provided the number of the directors and additional directors together shall not at any time exceed the maximum strength fixed for the Board by the articles.<br>(ii) Such person shall hold office only up to the date of the next annual general meeting of the company but shall be eligible for appointment by the company as a director at that meeting subject to the provisions of the Act. |
| | | | ***Proceedings of the Board*** |
| ☐ | ☐ | 65 | (i) The Board of Directors may meet for the conduct of business, adjourn and otherwise regulate its meetings, as it thinks fit.<br>(ii) A director may, and the manager or secretary on the requisition of a director shall, at any time, summon a meeting of the Board. |
| ☐ | ☐ | 66 | (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.<br>(ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote. |
| ☐ | ☐ | 67 | The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose. |
| ☐ | ☐ | 68 | (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.<br>(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be Chairperson of the meeting. |
| ☐ | ☐ | 69 | (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.<br>(ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board. |
| ☐ | ☐ | 70 | (i) A committee may elect a Chairperson of its meetings.<br>(ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting. |
| ☐ | ☐ | 71 | (i) A committee may meet and adjourn as it thinks fit.<br>(ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote. |
| ☐ | ☐ | 72 | All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director. |
| ☐ | ☐ | 73 | Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held. |
| | | | ***Chief Executive Officer, Manager, Company Secretary or Chief Financial Officer*** |
| ☐ | ☐ | 74 | Subject to the provisions of the Act,-<br>(i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may thinks fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;<br>(ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer |
| ☐ | ☐ | 75 | A provision of the Act or these regulations requiring or authorising a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer. |
| | | | ***The Seal*** |

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Med Care 365 Medical Services Private Limited Authorised Signatory

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| ☐ | ☐ | 76 | i) The Board shall provide for the safe custody of the seal.<br>(ii) The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorised by it in that behalf, and except in the presence of at least two directors and of the secretary or such other person as the Board may appoint for the purpose; and those two directors and the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence. |
| | | | ***Dividends and Reserve*** |
| ☐ | ☐ | 77 | The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board. |
| ☐ | ☐ | 78 | Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company. |
| ☐ | ☐ | 79 | (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, thinks fit.<br>(ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve. |
| ☐ | ☐ | 80 | (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.<br>(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.<br>(iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly. |
| ☐ | ☐ | 81 | The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company. |
| ☐ | ☐ | 82 | (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.<br>(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent. |
| ☐ | ☐ | 83 | Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share. |
| ☐ | ☐ | 84 | Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act. |
| ☐ | ☐ | 85 | No dividend shall bear interest against the company. |
| | | | ***Accounts*** |
| ☐ | ☐ | 86 | (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.<br>(ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorised by the Board or by the company in general meeting. |
| | | | ***Winding up*** |

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अपर्णा मू०
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| ☐ | ☐ | 87 | Subject to the provisions of Chapter XX of the Act and rules made thereunder-<br>(i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.<br>(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.<br>(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability. |
| | | | ***Indemnity*** |
| ☐ | ☐ | 88 | Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal. |

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| | Subscriber Details | | | | |
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| S. NO | Name, Address, Description and Occupation | DIN/PAN/Passport Number | Place | DSC | Dated |
| 1 | Ziqitza Health Care Limited (through its Authorised Representative, Manish Sacheti) Registered Office - Sunshine Tower, 23rd Floor, Senapati Bapat Marg, Dadar West Mumbai Mumbai City MH 400013. Occupation - Business | AOVPS1493J | Mumbai | | 15/07/2020 |
| 2 | Naresh Jain (Nominee of Ziqitza Health Care Limited) Address - 601-602, G-5 Vastu Heights, Sundervan Complex, Lokhandwala Road, Andheri West Mumbai 400053. Occupation - Professional | 00337573 | Mumbai | | 15/07/2020 |

Signed Before Me

| Name | | Address, Description and Occupation | DIN/PAN/ Passport Number/ Membership Number | Place | DSC | Dated |
|---|---|---|---|---|---|---|
| FCS | Vipin Mehta | Office No.12, 14th Floor, Navjivan Commercial Premises Co-op. Society Ltd., Lamington Road, Mumbai - 400008. Occupation - Practicing Company Secretary | 8587 | Mumbai | | 15/07/2020 |

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ZHL/Tender/2021-22/010

June 10, 2021

**The Mission Director**
**National Health Mission, Uttar Pradesh**
**Vishal Complex, 19-A Vidhan Sabha Marg**
**Lucknow, UP, India -226001**

Madam,

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

**Re : Your letter dated 31.05.2021 and 05.06.2021 and our letter dated 03.06.2021**

We refer to our letter ZHL/Tender/2021-22/007 dated 03.06.2021 conveying our unconditional acceptance to letter of Award communicated vide your letter dated 31.05.2021. We also refer to your letter dated 05.06.2021, wherein you informed us to submit certain documents in order to approve "Med Care 365 Medical Services Private Limited" as an SPV for the project.

As required by para i. a. of the letter dated 05.06.2021, we provide the following documents of Med Care 365 Medical Services Private Limited for your perusal/records:-

1. Audited Financial Statements of "Med Care 365 Medical Services Private Limited" (MedCare) for 2020-21. The Company was incorporated on 29th July 2020 only.
2. A copy of AOC-4 filed with Ministry of Companies Affairs along with filing receipt for MedCare as proof of having filed these financial statements with the Competent Authority.
3. Statutory Auditor certificate certifying that there is no existing liability both current and long term on SPV.

As per RFP requirements, we would be submitting Performance Bank Guarantee (PBG) of Rs.5 crore within 30 days from the execution date of Service Agreement. On submission of PBG, we expect expeditious return/release of EMD as per the RFP documents.

We would now like to enter into a Service Agreement and request you to advise the modalities and our officials will coordinate with NHM for this and other related formalities.

Thanking you,

Yours faithfully

**For Ziqitza Healthcare Limited**

ZIQITZA HEALTH CARE LIMITED MUMBAI

**Nandadeep Pandharkar**
**Senior Vice President**

**Encl: a/a**

ZIQITZA HEALTH CARE LIMITED MUMBAI

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**S Y LODHA AND ASSOCIATES**
Gala No. 309, 3rd Floor, New Sonal Link Service Industrial Premises
Co – operative Society Limited, in Building No. 2, Link Road, Malad (West),
Mumbai - 400 064; Contact: 022-35635006;
E-mail: query@syla.in; Website: www.syla.in

**Independent Auditor's Report**

**To the Members**
**Med Care 365 Medical Services Private Limited,**
**CIN: U85100MH2020PTC342845**

**Report on the Audit of the Financial Statements**

**Opinion**

We have audited the financial statements of Med Care 365 Medical Services Private Limited ("the Company"), which comprise the Balance Sheet as at 31st March 2021, the Statement of Profit and Loss, and Statement of Cash Flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies and other explanatory information.

In our opinion and to the best of our information and according to the explanations given to us, the aforesaid financial statements give the information required by the Companies Act, 2013 in the manner so required and give a true and fair view in conformity with the accounting principles generally accepted in India, of the state of affairs of the Company as at March 31, 2021, and its loss, and its cash flows for the year ended on that date.

**Basis for Opinion**

We conducted our audit in accordance with the Standards on Auditing (SAs) specified under section 143(10) of the Companies Act, 2013. Our responsibilities under those Standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Company in accordance with the *Code of Ethics* issued by the Institute of Chartered Accountants of India together with the ethical requirements that are relevant to our audit of the financial statements under the provisions of the Companies Act, 2013 and the Rules thereunder, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

**Key audit matters**

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the financial statements of the current period. These matters were



Med Care 365 Medical Services Private Limited
Auditor's Signature
S Y LODHA & ASSOCIATES FRN-138002W

addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Reporting of key audit matters as per SA 701, Key Audit Matters are not applicable to the Company as it is an unlisted company.

**Information other than the Financial Statements and Auditor's Report thereon**

The Company's Board of Directors is responsible for the other information. The other information comprises the information included in the Annual report, but does not include the Financial Statements and our auditors' report thereon. Our opinion on the Financial Statements does not cover the other information and we do not express any form of assurance conclusion thereon. In connection with our audit of the Financial Statements, our responsibility is to read the other information and, in doing so, consider whether such other information is materially inconsistent with the financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

**Responsibilities of Management and those charged with Governance for the Financial Statements**

The Company's Board of Directors is responsible for the matters stated in section 134(5) of the Companies Act, 2013 ("the Act") with respect to the preparation of these financial statements that give a true and fair view of the financial position, financial performance, and cash flows of the Company in accordance with the accounting principles generally accepted in India, including the Accounting Standards specified under section 133 of the Act. This responsibility also includes maintenance of adequate accounting records in accordance with the provisions of the Act for safeguarding of the assets of the Company and for preventing and detecting frauds and other irregularities; selection and application of appropriate accounting policies; making judgments and estimates that are reasonable and prudent; and design, implementation and maintenance of adequate internal financial controls, that were operating effectively for ensuring the accuracy and completeness of the accounting records, relevant to the preparation and presentation of the financial statements that give a true and fair view and are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the Board of Directors is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the Board of Directors either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those Board of Directors are also responsible for overseeing the company's financial reporting process.

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Med Care 365 Medical Services Private Limited Authorised Signatory

For LODHA & ASSOCIATES FRN-136002W CHARTERED ACCOUNTANTS

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**Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with SAs, we exercise professional judgement and maintain professional skepticism throughout the audit. We also:

• Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

• Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances. Under section 143(3)(i) of the Companies Act, 2013, we are also responsible for expressing our opinion on whether the company has adequate internal financial controls system in place and the operating effectiveness of such controls.

• Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.

• Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

• Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

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Materiality is the magnitude of misstatements in the Financial Statements that, individually or in aggregate, makes it probable that the economic decisions of a reasonably knowledgeable user of the Financial Statements may be influenced. We consider quantitative materiality and qualitative factors in (i) planning the scope of our audit work and in evaluating the results of our work; and (ii) to evaluate the effect of any identified misstatements in the Financial Statements.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the Financial Statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

**Report on Other Legal and Regulatory Requirements**

1. As required by the Companies (Auditor's Report) Order, 2016 ("the Order"), issued by the Central Government of India in terms of sub-section (11) of section 143 of the Companies Act, 2013, we give in the "Annexure A" a statement on the matters specified in paragraphs 3 and 4 of the Order, to the extent applicable.

2. As required by Section 143(3) of the Act, we report that:

(a) We have sought and obtained all the information and explanations which to the best of our knowledge and belief were necessary for the purposes of our audit.

(b) In our opinion, proper books of account as required by law have been kept by the Company so far as it appears from our examination of those books.

(c) The Balance Sheet, the Statement of Profit and Loss and the Cash Flow Statement dealt with by this Report are in agreement with the books of account.

ZIQITZA HEALTHCARE LIMITED MUMBAI

Med Care 365 Medical Services Private Limited

T. LODHA & ASSOCIATES FRN-138002M CHARTERED ACCOUNTANTS

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(d) In our opinion, the aforesaid financial statements comply with the Accounting Standards specified under Section 133 of the Act, read with Rule 7 of the Companies (Accounts) Rules, 2014.

(e) On the basis of the written representations received from the directors as on 31st March, 2021 taken on record by the Board of Directors, none of the directors is disqualified as on 31st March, 2021 from being appointed as a director in terms of Section 164(2) of the Act.

(f) With respect to the adequacy of the internal financial controls over financial reporting of the Company and the operating effectiveness of such controls, refer to our separate Report in "Annexure B".

(g) With respect to the other matters to be included in the Auditor's Report in accordance with Rule 11 of the Companies (Audit and Auditors) Rules, 2014, in our opinion and to the best of our information and according to the explanations given to us:

(i) The Company has no pending litigations and hence, no impact on its financial position in its financial statement is required to be reported;

(ii) The Company is not required to make provision for material foreseeable losses as required under applicable law and accounting standards on long term contracts including derivative contracts as it has not entered into any transactions falling under such category;

(iii) There are no amounts required to be transferred to the Investor Education and Protection Fund by the Company.

**For S Y Lodha & Associates**
Chartered Accountants
**ICAI Reg.No.136002W**

Shashank Lodha

S. Y. LODHA & ASSOCIATES FRN.136002W CHARTERED ACCOUNTANTS

**CA Shashank Lodha**
Partner
**M.No.153498**

UDIN: 21153498AAAACL5675

**Place:** Mumbai
**Date:** 4th June, 2021

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## ANNEXURE A TO THE AUDITORS' REPORT

**Med Care 365 Medical Services Private Limited**
(Referred to in our report of even date on the Accounts as at 31st March 2021)

(i) In respect of its fixed assets, Company does not own any fixed assets and immovable properties hence, this clause is not applicable to the Company;

(ii) There is no inventory maintained by the Company hence, this clause is not applicable;

(iii) As explained to us, the company had not granted any loans, secured or unsecured, to any companies, firms, Limited Liability Partnerships or other parties covered in the register maintained under section 189 of the Act;

(iv) The company has not given any loans, investments, guarantees, and security;

(v) In our opinion and according to the information and explanations given to us, the Company has not accepted any deposits in contravention of Directives issued by Reserve Bank of India and the provisions of section 73 to 76 or any other relevant provisions of the Act and the rules framed there under, where applicable . No order has been passed by the Company Law Board or National Company Law Tribunal or Reserve Bank of India or any court or any other tribunal;

(vi) It has been explained to us that the maintenance of cost records has not been prescribed under section 148(1) of the Act;

(vii) a) According to the records of the company the company is generally regular in depositing with appropriate authorities undisputed statutory dues including Income tax, GST and other material statutory dues applicable to it.
According to the information and explanations given to us, no undisputed amounts payable in respect of Income tax, GST etc. were in arrears, as at 31st March, 2021 for a period of more than six months from the date they became payable;
b) According to the information and explanations given to us, there are no dues of Income tax, GST etc. which have not been deposited on account of any dispute;

(viii) Based on our audit procedures and according to the information and explanations given to us, we are of the opinion, the company has not defaulted in repayment of dues to a financial institution, bank, Government or dues to debenture holders;

(ix) The company has not raised moneys by way of initial public offer or further public offer (including debt instrument) and term loans;

(x) Based upon the audit procedures performed and according to the information and explanations given to us, no fraud by the company or any fraud on the company by its officers or employees has been noticed or reported during the course of our audit that causes the financial statements to be materially misstated;

(xi) The provisions of Section 197 read with Schedule V of the companies Act have been complied to the extent applicable;

Authorised Signatory

S. T. LODHA & ASSOCIATES FRN-136002W CHARTERED ACCOUNTANTS

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(xii) The company is not a Nidhi Company hence this clause is not applicable;

(xiii) Based upon the audit procedures performed and according to the information and explanations given to us, all transactions with related parties are in compliance with sections 177 and 188 of Companies Act, 2013 where applicable and the details have been disclosed in the Financial statements as required by the applicable accounting standards;

(xiv) According to the information and explanations given to us and based on our examination of the records of the company, the company has not made preferential allotment or private placement of shares or fully or partly convertible debentures during the year ;

(xv) The company has not entered into any non-cash transactions with directors or persons connected with him.

(xvi) The company is not required to be registered under section 45-IA of the Reserve Bank of India Act, 1934.

**For S Y Lodha & Associates**
Chartered Accountants
**ICAI Reg.No.136002W**

S. Y. LODHA & ASSOCIATES FRN-136002W CHARTERED ACCOUNTANTS

**CA Shashank Lodha**
Partner
**M.No.153498**

**Place:** Mumbai
**Date :** 4th June, 2021

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**Annexure B to the Auditors' Report**

**Med Care 365 Medical Services Private Limited**
(Referred to in our report of even date on the Financial Statements as at 31st March 2021)

**Report on the Internal Financial Controls under Clause (i) of Sub-section 3 of Section 143 of the Companies Act, 2013 ("the Act")**

We have audited the internal financial controls over financial reporting of 'the Company' as of 31st March, 2021 in conjunction with our audit of the financial statements of the Company for the year ended on that date.

**Management's Responsibility for Internal Financial Controls**

The Company's management is responsible for establishing and maintaining internal financial controls based on the internal controls over financial reporting criteria established by the Company considering the essential components of internal control stated in the Guidance Note on Audit of Internal Financial Controls over Financial Reporting issued by the Institute of Chartered Accountants of India (ICAI). These responsibilities include the design, implementation and maintenance of adequate internal financial controls that were operating effectively for ensuring the orderly and efficient conduct of its business, including adherence to company's policies, the safeguarding of its assets, the prevention and detection of frauds and errors, the accuracy and completeness of the accounting records, and the timely preparation of reliable financial information, as required under the Companies Act, 2013.

**Auditors' Responsibility**

Our responsibility is to express an opinion on the Company's internal financial controls over financial reporting based on our audit. We conducted our audit in accordance with the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting (the "Guidance Note") and the Standards on Auditing, issued by ICAI and deemed to be prescribed under section 143(10) of the Companies Act, 2013, to the extent applicable to an audit of internal financial controls, both applicable to an audit of Internal Financial Controls and, both issued by the ICAI. Those Standards and the Guidance Note require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether adequate internal financial controls over financial reporting were established and maintained and if such controls operated effectively in all material respects.

Our audit involves performing procedures to obtain audit evidence about the adequacy of the internal financial controls system over financial reporting and their operating effectiveness. Our audit of internal financial controls over financial reporting included obtaining an understanding of internal financial controls over financial reporting, assessing the risk that a

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material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion on the Company's internal financial controls system over financial reporting.

**Meaning of Internal Financial Controls over Financial Reporting**

A company's internal financial control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal financial control over financial reporting includes those policies and procedures that

1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company;
2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and
3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

**Inherent Limitations of Internal Financial Controls over Financial Reporting**

Because of the inherent limitations of internal financial controls over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may occur and not be detected. Also, projections of any evaluation of the internal financial controls over financial reporting to future periods are subject to the risk that the internal financial control over financial reporting may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

**Opinion**

In our opinion, the Company has, in all material respects, an adequate internal financial controls system over financial reporting and such internal financial controls over financial reporting were operating effectively as at 31st March, 2021, based on the internal control over financial reporting criteria established by the Company considering the essential

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components of internal control stated in the Guidance Note on Audit of Internal Financial Controls Over Financial Reporting issued by the Institute of Chartered Accountants of India.

**For S Y Lodha & Associates**
Chartered Accountants
**ICAI Reg.No.136002W**

**CA Shashank Lodha**
Partner
**M.No.153498**

**Place:** Mumbai
**Date :** 4th June, 2021

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Med Care 365 Medical Services Private Limited
Notes Forming Part Of Financial Statements For The Year Ended 31st March 2021

## 1. Corporate Information

Med Care 365 Medical Services Private Limited (the 'Company') is incorporated under the provisions of the Indian Company's Act, 2013 on 29th July, 2020. The nature of business involves providing health care services through various means such as setting up Clinical Establishments, Tele Medicine, Ambulance Operations, other Emergency Medical Services etc.

**Basis of Preparation**

The financial statements have been prepared to comply in all material respect with the Accounting standard specified under section 133 of the Act, read with rule 7 of the companies (Accounts ) Rules 2014.The financials statements have been prepared and presented under the historical cost convention on an accrual basis of accounting. The accounting policies not referred to specifically are consistent with generally Accepted Accounting Principles.

The accounting policies have been applied consistently to all periods presented in these financial statements.

**Summary of Significant Accounting Policies is provided below:**

**A) Presentation and disclosure of financial statements :**

The financials are prepared with relevant disclosures to conform to Schedule III notified under the Companies Act 2013.

**B) Use of Estimates:**

The preparation of financial statements in conformity with Indian GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent liabilities on the date of financial statements. Actual results could differ from those estimates. Any revision to accounting estimates is recognized prospectively in current and future periods.

**C) Provisions and Contingent liabilities:**

Provisions are recognized when there is a present obligation as a result of past event it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation and there is a reliable estimate of the amount of the obligation. Provisions are measured at the best estimate of the expenditure required to settle the present obligation at the Balance Sheet date and are not discounted to its present value. These are reviewed at each year end date and adjusted to reflect the best current estimate.

Contingent liabilities are disclosed when there is a possible obligation arising from past events, the existence of which will be confirmed only by the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the company or a present obligation that arises from past events when it is either not probable that an outflow of resources will be required to settle the obligation or a reliable estimate of the amount cannot be made.

S. V. LODHA & ASSOCIATES FRN-138002W CHARTERED ACCOUNTANTS

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**D) Cash & Cash Equivalents**

Cash & Cash Equivalent consist of Cash in hand and Bank balance.

**E) Recognition of Revenue**

Revenue is recognised to the extent it is probable that the economic benefits will flow in to the company and that can be reliably measured.

**F) Taxes on Income**

Tax expense comprises of current and deferred tax. Current income tax is measured at the amount expected to be paid to the tax authorities in accordance with the Indian Income Tax Act. Deferred income taxes reflects the impact of current year timing differences between taxable income and accounting income for the year and reversal of timing differences of earlier years.

Deferred tax is measured based on the tax rates and the tax laws enacted or substantively enacted at the balance sheet date. Deferred tax assets are recognized only to the extent that there is reasonable certainty that sufficient future taxable income will be available against which such deferred tax assets can be realized. In situations where the company has unabsorbed depreciation or carry forward tax losses, all deferred tax assets are recognized only if there is virtual certainty supported by convincing evidence that they can be realized against future taxable profits. Deferred tax assets/ liabilities are reviewed on yearly basis to reassess their realization or otherwise.

**G) Earnings per share:**

Earnings per share is calculated by dividing the Net profit or loss after tax for the period attributable to the equity shareholders by the weighted average number of Equity Shares outstanding during the period. The weighted average number of equity shares outstanding during the period and for all periods presented is adjusted for events, such as issue of Rights shares, buy back and bonus shares, other than the conversion of potential equity shares that have changed the number of equity shares outstanding, without a corresponding change in resources.

S. T. LODHA & ASSOCIATES FRN-138002W CHARTERED ACCOUNTANTS

365 MEDICAL SERVICES PVT. LTD.

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For Med Care 365 Medical Services Private Limited

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# Med Care 365 Medical Services Private Limited

## Balance Sheet as at 31st March, 2021

(Amt in Rs)

| Particulars | Note | As at 31-Mar-21 |
|---|---|---|
| **EQUITY AND LIABILITIES** | | |
| **Shareholders' funds** | | |
| Share Capital | 2 | 1,00,000 |
| Reserves & Surplus | 3 | (39,541) |
| **CURRENT LIABILITIES** | | |
| Short-term Provisions | 4 | 5,000 |
| TOTAL | | 65,459 |
| **ASSETS** | | |
| **CURRENT ASSETS** | | |
| Cash & Bank Balances | 5 | 65,459 |
| TOTAL | | 65,459 |

Significant Accounting Policies and Notes to Accounts

Notes referred to above form an integral part of the Financial Statements.
As per our Report of even date attached

**S Y Lodha and Associates**
Chartered Accountants
FRN: 136002W

Shashank Lodha
Partner
M. No.153498

Place : Mumbai
Date : 4th June 2021

**For and on behalf of Board of Directors**
**Med Care 365 Services Private Limited**

Nandadeep Padharkar
Director
DIN # 02756587

Rajendra Bodas
Director
DIN # 08813311

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## Med Care 365 Medical Services Private Limited
### Statement of Profit and Loss for the year ended 31st March, 2021

( Amt in Rs)

| | Note | Year ended 31-Mar-21 |
|---|---|---|
| **INCOME** | | |
| **I. Revenue from operations** | | - |
| **II. Other Income** | | - |
| **III. Total Revenue (I +II)** | | - |
| **IV. Expenses:** | | |
| Other Expenses | 6 | 39,541 |
| **Total Expenses** | | 39,541 |
| **Net Profit before tax** | | (39,541) |
| **Tax Expense:** | | |
| Current Tax | | - |
| Deferred Tax [ Refer note 11] | | - |
| **Net Profit After Tax** | | (39,541) |
| **Earnings per Equity Share of face value of Rs. 10 each** | | |
| - Basic & Diluted | | (11.19) |

Significant Accounting Policies and Notes to Accounts

Notes referred to above form an integral part of the Financial Statements.

As per our Report of even date attached
For and on behalf of
**S Y Lodha and Associates**
Chartered Accountants
FRN: 136002W

Shashank Lodha
Partner
M. No.153498

Place : Mumbai
Date : 4th June, 2021

**For and on behalf of Board of Directors**
**Med Care 365 Services Private Limited**

Nandadeep R Pandharkar
Director
DIN # 02756587

Rajendra S Bodas
Director
DIN # 08813311

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Med Care 365 Medical Services Private Limited

Notes to Financial Statements as at 31st March, 2021

(Amt in Rs)

| NOTE : 2 | SHARE CAPITAL | As at 31-Mar-21 |
|---|---|---|
| | AUTHORISED | |
| | 100,000 Equity Shares of `10/- each | 10,00,000 |
| | ISSUED, SUBSCRIBED & FULLY PAID-UP | |
| | 10,000 Equity Shares of `10/- each | 1,00,000 |

**Reconciliation of Equity shares outstanding at the beginning and at the end of the year**

| Particulars | 31-Mar-21 | |
|---|---|---|
| | No | Rupees |
| Equity shares outstanding at the beginning | - | - |
| Equity shares issued during the year | 10,000 | 1,00,000 |
| Equity shares outstanding at the end of the year | 10,000 | 1,00,000 |

**Terms attached to equity shares**

The Company has only one class of equity shares having par value of `10/- per share. Each holder of equity shares is entitled to one vote per share.

**Details of shareholders holding more than 5% shares in the company**

| Particulars | 31-Mar-21 | |
|---|---|---|
| | No | % holding |
| Mr. Ziqitza Healthcare Ltd. | 9,999 | 99.99 |
| Mr. Naresh Jain (As Nominee of Ziqitza Health Care Limited) | 1 | 0.01 |
| Total | 10,000 | 100.00 |

S. LODHA & ASSOCIATES FRN:130002W CHARTERED ACCOUNTANTS

MED CARE 365 MEDICAL SERVICES PVT. LTD.

ZIQITZA HEALTHCARE LIMITED MUMBAI

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Med Care 365 Medical Services Private Limited

| Cash flow statement for the year ended 31st March 2021 | | (Amount in Rs.) |
|---|---|---|
| Particulars | Year ended 31st March, 2021 Amount | |
| **Cash Flow From Operating Activities** | | |
| **Net Profit /(Loss) before Tax** | | (39,541) |
| **Operating profit before working capital changes** | | (39,541) |
| **Adjustments for:** | | |
| Increase / (decrease) in short-term provisions | 5,000 | 5,000 |
| **Cash Generated from Operations** | | (34,541) |
| Direct taxes paid (net of refunds) | - | - |
| **Net cash flow from/ (used in) operating activities (A)** | | (34,541) |
| **Cash flows from investing activities** | - | - |
| **Net cash flow from/(used in) investing activities (B)** | | - |
| **Cash flows from financing activities** | | |
| Issue of share capital | 1,00,000 | |
| **Net cash flow from/(used in) in financing activities (C)** | | 1,00,000 |
| Net Cash Flow for the Year | | 65,459 |
| Cash and cash equivalents at the beginning of the year | | - |
| **Cash and cash equivalents at the end of the year** | | 65,459 |

*Notes*

1. Cash Flow Statement has been prepared under the Indirect Method as set out in the Accounting Standard 3 "Cash Flow Statements" as specified in the Companies (Accounting Standards) Rules, 2006.
2. Cash and cash equivalents comprise cash in hand and demand deposit with banks and other short term highly liquid investments with original maturities of three months or less.
3. Previous years figures have been regrouped wherever neceesary to confirm with current years classification

**In terms of Our Report of Even Date**

For and on behalf of
**S Y Lodha and Associates**
Chartered Accountants
FRN: 136002W

**Shashank Lodha**
Partner
M.No 153498

Place : Mumbai
Date : 4th June, 2021

For and on behalf of Board of Directors of
**Med Care 365 Medical Services Private Limited**

**Nandadeep R Pandharkar**
Director
DIN # 02756587

**Rajendra S Bodas**
Director
DIN # 08813311

Place : Mumbai
Date : 4th June, 2021

Med Care 365 Medical Services Private Limited
Authorised Signatory

**Med Care 365 Medical Services Private Limited**
**CIN: U85100MH2020PTC342845**
**Additional Information to the Notes of Accounts Forming Part of the financials of 31st March, 2021**

| No. | Particulars | For Year Ended 31st March, 2021 |
|---|---|---|
| 7 | **Remuneration to the Auditors** | |
| | Audit Fees | 5,000 |
| | | 5,000 |
| 8 | **Dues to Micro and Small Enterprises.** The Company has not received information from vendors regarding their status under the Micro Small and Medium Enterprises Development Act, 2006 and hence, disclosure regarding to amounts unpaid as at the year end together with interest paid / payable under this Act has not been given. This has been relied upon by the auditors. | |
| 9 | **Related Party Disclosures** Management Personnels of the Company 1. Nandadeep R Pandharkar - Director 2. Rajendra S Bodas - Director 3. Atul Kishore - Director | |
| 10 | In the opinion of the management balances in Current Assets and Liabilities are all realizable and payable in the ordinary course of the business of the company, other than cash and cash equivalents these balances are subject to confirmation. | |
| 11 | The Company has not provided for Deferred Taxes during the year being the first year of the Company. | |
| 12 | This is the first year of the Company, accordingly last year figures have not been reported. | |

**As Per Our Report of Even Date**
**For S Y Lodha and Associates**
Chartered Accountants
FRN: 136002W

Shashank Lodha
Partner
Membership Number: 153498

Place: Mumbai
Date: 4th June, 2021

**For and On Behalf of the Board of Directors of**
**Med Care 365 Medical Services Private Limited**

**Nandadeep R Pandharkar**
Director
DIN # 02756587

**Rajendra S Bodas**
Director
DIN # 08813311

Med Care 365 Medical Services Private Limited
Authorised Signatory

**Med Care 365 Medical Services Private Limited**

**Notes to Financial Statements as at 31st March, 2021**

| | | |
|---|---|---|
| **NOTE : 3** | **SURPLUS/(DEFICIT) IN STATEMENT OF PROFIT AND LOSS** | |
| | Balance as at the beginning of the year | - |
| | Add : Profit/(Loss) for the period | (39,541) |
| | Net surplus/deficit in Profit and loss statement | (39,541) |
| **NOTE : 4** | **SHORT TERM PROVISIONS** | |
| | Provision for Expenses | 5,000 |
| | Total | 5,000 |
| **NOTE : 5** | **CASH AND CASH EQUIVATENTS** | |
| | Cash on hand | |
| | Balances with banks | |
| | -In Current Account | |
| | Total | 65,459 |
| | | 65,459 |

**Med Care 365 Medical Services Private Limited**

**Notes to Financial Statements as at 31st March, 2021**

| Note 6 | | |
|---|---|---|
| | **OTHER EXPENSES** | |
| | Audit Fees | 5,000 |
| | Professional Fees | 28,910 |
| | ROC Filing Fees | 1,731 |
| | Stamp Duty Fees and Other Charges | 3,900 |
| | | 39,541 |

V. LODHA & ASSOCIATES FRN-138002W CHARTERED ACCOUNTANTS

ZOITZA HEALTHCARE LIMITED MUMBAI

MED CARE 365 MEDICAL SERVICES PVT. LTD.

Med Care 365 Medical Services Private Limited

Authorised Signatory

अतिरिक्त मु० निदेशक राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

सहनिदेशक शिक्षा एवं स्वास्थ्य, उ०प्र०

# FORM NO. AOC-4

[Pursuant to section 137 of the Companies Act, 2013 and sub-rule (1) of Rule 12 of Companies (Accounts) Rules, 2014]

सत्यमेव जयते

Form for filing financial statement and other documents with the Registrar

**Form Language** ◉ English ○ Hindi

**Refer the instruction kit for filing the form.**

1,000,000

Note-
-All fields marked in * are to be mandatorily filled.
-Figures appearing in the e-Form should be entered in Absolute Rupees only. Figures should not be rounded off in any other unit like hundreds, thousands, lakhs, millions or crores.

Authorized capital of the company as on the date of filing

Number of members of the company as on the date of filing

U85100MH2020PTC342845 Pre-Fill

**SEGMENT- I: INFORMATION AND PARTICULARS IN RESPECT OF BALANCE SHEET**

**Part A**

**I. General information of the company**

1. (a) *Corporate identity number (CIN) of company
   (b) Global location number (GLN) of company
2. (a) Name of the company — MED CARE 365 MEDICAL SERVICES PRIVATE LIMITED
   (b) Address of the registered office of the company — 23rd Floor, Sunshine Tower, Senapati Bapat Marg, Dadar (West), Mumbai, Mumbai City, Maharashtra
   (c) *e-mail ID of the company
3. * Financial year to which financial statements relates — From 29/07/2020 (DD/MM/YYYY) To 31/03/2021 (DD/MM/YYYY)
4. (a)* Date of Board of directors' meeting in which financial statements were approved 04/06/2021 (DD/MM/YYYY)
   (b) (i) *Nature of financial statements — Adopted Financial statements

   (iii) Whether provisional financial statements filed earlier ○ Yes ◉ No ○ Not applicable

   (iv) Whether adopted in adjourned AGM ○ Yes ◉ No ○ Not applicable
   (c) Details of director(s), manager, secretary, CEO, CFO of the company who have signed the financial statements

Provide Director Identification number (DIN) in case of director, Managing Director and Income -tax permanent account number (Income-tax PAN) in case of manager, secretary, CEO, CFO.

Pre-fill All

ZIQITZA HEALTHCARE LIMITED MUMBAI

Med Care 365 Medical Services Private Limited

Authorised Signatory

महानिदेशक चिकित्सा एवं स्वास्थ्य, उ0प्र0

अपर्णा यू0 मिशन निदेशक राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

| DIN or Income-tax PAN | Name | Designation | Date of signing of financial statements |
|---|---|---|---|
| 02756587 | NANDADEEP RAMESH PANDHARKAR | Director | 04/06/2021 |
| 08813311 | Rajendra shrikrishna Bodas | Director | 04/06/2021 |
| | | | |
| | | | |
| | | | |
| | | | |

5. (a)*Date of Board of directors' meeting in which boards' report referred under section 134 was approved 04/06/2021 (DD/MM/YYYY)

Pre-fill All

(b) Details of director(s) who have signed the Boards' report

| DIN | Name | Designation | Date of signing of Boards' report |
|---|---|---|---|
| 02756587 | NANDADEEP RAMESH PANDHARKAR | Director | 04/06/2021 |
| 08813311 | Rajendra shrikrishna Bodas | Director | 04/06/2021 |
| | | | |

6. * Date of signing of reports on the financial statements by the auditors 04/06/2021 (DD/MM/YYYY)

7.

(a)* Whether annual general meeting (AGM) held ◉ Yes ○ No ○ Not applicable

(b) If yes, date of AGM 08/06/2021 (DD/MM/YYYY)

(c) *Due date of AGM 30/09/2021 (DD/MM/YYYY)

(d)* Whether any extension for financial year or AGM granted ○ Yes ◉ No

8.

(a)* Whether the company is a subsidiary company as defined under clause (87) of section 2 ◉ Yes ○ No

(b) CIN of the holding company, if applicable U85110MH2002PLC138005 Pre-Fill

(c) Name of the holding company ZIQITZA HEALTH CARE LIMITED

(d) Provision pursuant to which the company has become a subsidiary Section 2(87)(i)

9. (a)* Whether the company has a subsidiary company as defined under clause (87) of section 2 ○ Yes ◉ No

(b) If yes, then indicate number of subsidiary company(ies) Pre-fill All

CIN of subsidiary company

Name of the subsidiary company

Provisions pursuant to which the company has become a subsidiary

10. *Number of Auditors 1

ZIQITZA HEALTHCARE LIMITED MUMBAI

Med-Care 365 Medical Services Private Limited

Authorised Signatory

अपर्णा यू०
निदेशक
राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

महानिदेशक
चिकित्सा एवं स्वास्थ्य, उ०प्र०

| | | | |
|---|---|---|---|
| | *(a) | Income-tax PAN of auditor or auditor's firm | 136002W |
| | *(b) | Category of auditor | ◯Individual ◉ Auditor's Firm |
| | *(c) | Membership number of auditor or auditor's firm's registration number | AAJFS9206 |
| | *(d) | SRN of Form ADT-1 | S Y LODHA AND ASSOCIATES |
| | *(e) | Name of the auditor or auditor's firm | Unit 309, New Sonal Link Service Industrial Premises, Building No 2, Link Road Malad West |
| | *(f) | Address of the auditor or auditor's firm | MUMBAI |
| | | Line I | Maharashtra-MH |
| | | Line II | IN |
| | | *City | 400064 |
| | | *State | |
| | | Country | SHASHANK LODHA |
| | | *Pin code | 153498 |
| | (g) | Details of the member signing for the above firm | |
| | | Name of the member | |
| | | Membership number | |

Commercial & Industrial

11. (a) *Whether Schedule III of the Companies Act, 2013 is applicable ◯Yes ◯ No

(b) *Type of Industry

**Note: In case the type of industry is other than Banking or Power or Insurance or NBFC, then select Commercial and Industrial (C&I).**

12. *Whether consolidated financial statements required or not ◯Yes ◯ No

13. (a) *Whether company is maintaining books of account and other relevant books and papers in electronic form ◯Yes ◯ No

(b) Complete Postal Address of the Place of maintenance of computer servers (Storing Accounting Data)

23rd Floor Sunshine Tower

| | |
|---|---|
| *Line I | Senapati Bapat Marg, Dadar West |
| Line II | Mumbai |
| *City | Maharashtra-MH |
| *State/Union Territory | 400013 |
| *Pin code | |
| *District | Mumbai City |
| *ISO Country code | IN |
| Country | INDIA |
| *Phone (with STD/ISD code) | 022 - 61785000 |

ZOITZA HEALTHCARE LIMITED MUMBAI

Med Care 365 Medicines Private Limited Authorised Signatory

महानिदेशक चिकित्सा एवं स्वास्थ्य, उ.प्र.

अपर्णा यू० विशेष निदेशक

(c) Particulars of the service provider (if any)

(i)Name of the service provider

(ii)Internet protocol address of service provider

(iii)Location of the service provider

(iv)Whether books of account and other books and papers are maintained on cloud ◯ Yes ◯ No

Address as provided by the service provider

**Part-B**

**I. Balance Sheet**

| | Particulars | Figures as at the end of (Current reporting period) (in Rs.) 31/03/2021 (DD/MM/YYYY) | Figures as at the end of (Previous reporting period) (inRs.) (DD/MM/YYYY) |
|---|---|---|---|
| I. | **EQUITY AND LIABILITIES** | | |
| (1) | **Shareholder's Fund** | | |
| | (a) Share capital | 100,000.00 | 0.00 |
| | (b) Reserves and surplus | -39,541.00 | 0.00 |
| | (c) Money received against share warrants | 0.00 | 0.00 |
| (2) | **Share application money pending allotment** | 0.00 | 0.00 |
| (3) | **Non - current liabilities** | | |
| | (a) Long term borrowings | 0.00 | 0.00 |
| | (b) Deferred tax liabilities (net) | 0.00 | 0.00 |
| | (c) Other long term liabilities | 0.00 | 0.00 |
| | (d) Long term provisions | 0.00 | 0.00 |
| (4) | **Current liabilities** | | |
| | (a) Short term borrowings | 0.00 | 0.00 |
| | (b) Trade payables | 0.00 | 0.00 |
| | (c) Other current liabilities | 0.00 | 0.00 |
| | (d) Short term provisions | 5,000.00 | 0.00 |
| | Total | 65,459.00 | 0.00 |
| II. | **ASSETS** | | |
| (1) | **Non-current assets** | | |
| | (a) Fixed assets | | |
| | (i) Tangible assets | 0.00 | 0.00 |
| | (ii) Intangible assets | 0.00 | 0.00 |
| | (iii) Capital work-in-progress | 0.00 | 0.00 |
| | (iv) Intangible assets under development | 0.00 | 0.00 |
| | (b) Non-current Investments | 0.00 | 0.00 |
| | (c) Deferred tax assets (net) | 0.00 | 0.00 |
| | (d) Long term loans and advances | 0.00 | 0.00 |
| | (e) Other non-current assets | 0.00 | 0.00 |
| (2) | **Current assets** | | |
| | (a) Current Investment | 0.00 | 0.00 |
| | (b) Inventories | 0.00 | 0.00 |
| | (c) Trade receivables | 0.00 | 0.00 |
| | (d) Cash and cash equivalents | 65,459.00 | 0.00 |
| | (e) Short term loans and advances | 0.00 | 0.00 |
| | (f) Other current assets | 0.00 | 0.00 |
| | Total | 65,459.00 | 0.00 |

Authorised Signatory

ZIQITZA HEALTHCARE LIMITED MUMBAI

Med Care 360

महानिदेशक चिकित्सा एवं स्वास्थ्य, उ0प्र0

राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

| II. Detailed Balance sheet items (Amount in Rupees) | 0.00 | 0.00 |
|---|---|---|

A. Details of long term borrowings (unsecured)

| Particulars | Current reporting period | Previous reporting period |
|---|---|---|
| Bonds/ debentures | 0.00 | 0.00 |
| Term Loans | 0.00 | 0.00 |
| -From banks | 0.00 | 0.00 |
| -From other parties | 0.00 | 0.00 |
| Deferred payment liabilities | 0.00 | 0.00 |
| Deposits | 0.00 | 0.00 |
| Loans and advances from related parties | 0.00 | 0.00 |
| Long term maturities of financial lease Obligations | | |
| Other loans & advances | 0.00 | 0.00 |
| Total long term borrowings (unsecured) | | |
| Out of above total, aggregate amount guaranteed by directors | | |

B. Details of short term borrowings (unsecured)

| Particulars | Current reporting period | Previous reporting period |
|---|---|---|
| Loans repayable on demand | 0.00 | 0.00 |
| -From banks | 0.00 | 0.00 |
| -From other parties | 0.00 | 0.00 |
| Loans and advances from related parties | 0.00 | 0.00 |
| Deposits | 0.00 | 0.00 |
| Other loans and advances | 0.00 | 0.00 |
| Total short term borrowings (unsecured) | 0.00 | 0.00 |
| Out of above total, aggregate amount guaranteed by directors | | |

C. Details of long term loans and advances (unsecured, considered good)

| Particulars | Currents reporting period | Previous reporting period |
|---|---|---|
| Capital advances | 0.00 | 0.00 |
| Security deposits | 0.00 | 0.00 |
| Loans and advances to other related parties | 0.00 | 0.00 |
| Other loans and advances | 0.00 | 0.00 |
| Total long term loan and advances | 0.00 | 0.00 |
| Less: Provision/ allowance for bad and doubtful loans and advances | | |
| -From related parties | 0.00 | 0.00 |
| -From others | 0.00 | 0.00 |
| Net long term loan and advances (unsecured, considered good) | 0.00 | 0.00 |
| Loans and advances due by directors/ other officers of the company | 0.00 | 0.00 |

ZIQITZA HEALTHCARE LIMITED MUMBAI

Med Care 365 Medical Services Private Limited

Authorised Signatory

महानिदेशक
चिकित्सा एवं स्वास्थ्य, उ0प्र0

अपर्णा यू०
मिशन निदेशक
राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

**D. Details of long term loans and advances (doubtful)**

| Particulars | Currents reporting period | Previous reporting period |
|---|---|---|
| Capital advances | 0.00 | 0.00 |
| Security deposits | 0.00 | 0.00 |
| Loans and advances to other related parties | 0.00 | 0.00 |
| Other loans and advances | 0.00 | 0.00 |
| Total long term loan and advances | | |
| Less: Provision/ allowance for bad and doubtful loans and advances | 0.00 | 0.00 |
| -From related parties | 0.00 | 0.00 |
| -From others | 0.00 | 0.00 |
| Net long term loan and advances (doubtful) | 0.00 | 0.00 |
| Loans and advances due by directors/ other officers of the company | | |

**E. Details of trade receivables**

| Particulars | Current reporting period | | Previous reporting period | |
|---|---|---|---|---|
| | Exceeding six months | Within six months | Exceeding six months | Within six months |
| Secured, considered good | 0.00 | 0.00 | 0.00 | 0.00 |
| Unsecured, considered good | 0.00 | 0.00 | 0.00 | 0.00 |
| Doubtful | 0.00 | 0.00 | 0.00 | 0.00 |
| Total trade receivables | 0.00 | 0.00 | 0.00 | 0.00 |
| Less: Provision/ allowance for bad and doubtful debts | 0.00 | 0.00 | 0.00 | 0.00 |
| Net trade receivables | 0.00 | 0.00 | 0.00 | 0.00 |
| Debt due by directors/ others officers of the company | 0.00 | 0.00 | 0.00 | 0.00 |

ZIQITZA HEALTHCARE LIMITED MUMBAI

Med Care 365 Medical Services Private Limited

Authorised Signatory

III. *Financial parameters - Balance sheet items (Amount in Rupees) as on financial year end date

| | | |
|---|---|---|
| 1 | Amount of issue allotted for contracts without payment received in cash during reporting periods | 0.00 |
| 2 | Share application money given | 0.00 |
| 3 | Share application money given during the reporting period | 100,000.00 |
| 4 | Share application money received during the reporting period | 0.00 |
| 5 | Share application money received and due for refund | 0.00 0.00 |
| 6 | Paid – up capital held by foreign company | 0.00 0.00 % |
| 7 | Paid-up capital held by foreign holding company and/ or through its subsidiaries | 0.00 % |
| 8 | Number of shares bought back during the reporting period | 0.00 |
| 9 | Deposits accepted or renewed during the reporting period | 0.00 |
| 10 | Deposits matured and claimed but not paid during the reporting period | 0.00 |
| 11 | Deposits matured and claimed but not paid | 0.00 |
| 12 | Deposits matured, but not claimed | 0.00 |
| 13 | Unclaimed matured debentures | 0.00 |
| 14 | Debentures claimed but not paid | 0.00 |
| 15 | Interest on deposits accrued and due but not paid | 0.00 |
| 16 | Unpaid dividend | 0.00 |
| 17 | Investment in subsidiary companies | 0.00 |
| 18 | Investment in government companies | 0.00 |
| 19 | Capital Reserves | 0.00 |
| 20 | Amount due for transfer to Investor Education and Protection Fund (IEPF) | 0.00 |
| 21 | Inter- corporate deposits | 0.00 |
| 22 | Gross value of transaction as per AS18 (If applicable) | 0.00 |
| 23 | Capital subsidies/ grants received from government authority(ies) | 0.00 |
| 24 | Calls unpaid by directors | 0.00 |
| 25 | Calls unpaid by others | 0.00 |
| 26 | Forfeited shares (amount originally paid-up) | 0.00 |
| 27 | Forfeited shares reissued | 0.00 |
| 28 | Borrowing from foreign institutional agencies | 0.00 |
| 29 | Borrowing from foreign companies | 0.00 |
| 30 | Inter-corporate borrowings - secured | 0.00 |
| 31 | Inter-corporate borrowings - unsecured | **0.00** |
| 32 | Commercial Paper | 0.00 |
| 33 | Conversion of warrants into equity shares during the reporting period | 0.00 |
| 34 | Conversion of warrants into preference shares during the reporting period | 0.00 |
| 35 | Conversion of warrants into debentures during the reporting period | 0.00 |
| 36 | Warrants issued during the reporting period (In foreign currency) | 0.00 |
| 37 | Warrants issued during the reporting period (In Rupees) | 0.00 |
| 38 | Default in payment of short term borrowings and interest thereon | 0.00 |
| 39 | Default in payment of long term borrowings and interest thereon | 0.00 |
| 40 | Whether any operating lease has been converted to financial lease or vice-versa | ○ Yes ◉ No |
| | Provide details of such conversion | |

Med Care 365 Medical Services Private Limited
Authorised Signatory

| | | |
|---|---|---|
| 41 | Net worth of company | 0.00 |
| 42 | Number of shareholders to whom shares allotted under private placement during the reporting period | 0.00 |
| 43 | Secured Loan | 0.00 |
| 44 | Gross fixed assets (including intangible assets) | 0.00 |
| 45 | Depreciation and amortization | 0.00 |
| 46 | Miscellaneous expenditure to the extent not written off or adjusted | |
| 47 | Unhedged Foreign Exchange Exposure | |

**IV. Share capital raised during the reporting period (Amount in Rupees)**

| Particulars | Equity Shares | Preference Shares | Total |
|---|---|---|---|
| (a) Public issue | 0.00 | 0.00 | 0.00 |
| (b) Bonus issue | 0.00 | 0.00 | 0.00 |
| (c) Right issue | 0.00 | 0.00 | 0.00 |
| (d) Private placement arising out of conversion of debentures or preference shares | 0.00 | 0.00 | 0.00 |
| (e) Other private placement | 0.00 | 0.00 | 0.00 |
| (f) Preferential allotment arising out of conversion of debentures or preference shares | 0.00 | 0.00 | 0.00 |
| (g) Other preferential allotment | 0.00 | 0.00 | 0.00 |
| (h) Employee Stock Option Plan (ESOP) | 0.00 | 0.00 | 0.00 |
| (i) Others | 0.00 | 0.00 | 0.00 |
| (j) Total amount of share capital raised during the reporting period | | | |

**VI. Details related to cost records and cost audit**

1. *Whether maintenance of cost records by the company has been mandated under Companies (Cost Records and Audit) Rules, 2014 ○ Yes ◉ No

ZIQITZA HEALTHCARE LIMITED MUMBAI

Med Care 365 Medical Services Private Limited

Authorised Signatory

SEGMENT II: INFORMATION AND PARTICULARS IN RESPECT OF PROFIT AND LOSS ACCOUNT

I. Statement Of Profit And Loss

| | Particulars | Figures for the period (Current reporting period) From 31/03/2021 (DD/MM/YYYY) To (DD/MM/YYYY) | Figures for the period (Previous reporting period) From (DD/MM/YYYY) To |
|---|---|---|---|
| (I) | **Revenue from operations** | | |
| | Domestic Turnover | 0.00 | 0.00 |
| | (i) Sales of goods manufactured | 0.00 | 0.00 |
| | (ii) Sales of goods traded | 0.00 | 0.00 |
| | (iii) Sales or supply of services | | |
| | Export turnover | 0.00 | 0.00 |
| | (i) Sales of goods manufactured | 0.00 | 0.00 |
| | (ii) Sales of goods traded | 0.00 | 0.00 |
| | (iii) Sales or supply of services | 0.00 | 0.00 |
| (II) | Other income | 0.00 | 0.00 |
| (III) | **Total Revenue (I+II)** | | |
| (IV) | **Expenses** | 0.00 | 0.00 |
| | Cost of material consumed | 0.00 | 0.00 |
| | Purchases of stock in trade | | |
| | Changes in inventories of -Finished goods | 0.00 | 0.00 |
| | -Work-in-progress | 0.00 | 0.00 |
| | -Stock in trade | 0.00 | 0.00 |
| | Employee benefit Expense | 0.00 | 0.00 |
| | Managerial remuneration | 5,000.00 | 0.00 |
| | Payment to Auditors | 0.00 | 0.00 |
| | Insurance expenses | 0.00 | 0.00 |
| | Power and fuel | 0.00 | 0.00 |
| | Finance cost | 0.00 | 0.00 |
| | Depreciation and Amortisation expense | 34,541.00 | 0.00 |
| | Other expenses | 39,541.00 | 0.00 |
| | **Total expenses** | -39,541.00 | 0.00 |
| (V) | Profit before exceptional and extraordinary items and tax (III-IV) | 0.00 | 0.00 |
| (VI) | Exceptional items | -39,541.00 | 0.00 |
| (VII) | Profit before extraordinary items and tax (V-VI) | 0.00 | 0.00 |
| (VIII) | Extraordinary items | -39,541.00 | 0.00 |
| (IX) | Profit before tax (VII-VIII) | | |
| (X) | **Tax Expense** | 0.00 | 0.00 |
| | (1) Current tax | 0.00 | 0.00 |
| | (2) Deferred tax | -39,541.00 | 0.00 |
| (XI) | **Profit (Loss) for the period from continuing Operations (IX-X)** | 0.00 | 0.00 |
| (XII) | **Profit/(Loss) from discontinuing operations** | 0.00 | 0.00 |
| (XIII) | Tax expense of discontinuing operations | 0.00 | 0.00 |
| (XIV) | Profit /(Loss) from discontinuing operations (after tax) (XII-XIII) | -39,541.00 | 0.00 |
| (XV) | Profit/ (Loss) (XI+XIV) | | |

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| | | | |
|---|---|---|---|
| (XVI) | Earnings per equity share before extraordinary items | -11.19 | 0.00 |
| | (1) Basic | -11.19 | 0.00 |
| | (2) Diluted | | |
| (XVII) | Earnings per equity share after extraordinary items | | |
| | (1) Basic | | |
| | (2) Diluted | | |

**II. Detailed Profit and Loss items (Amount in Rupees)** 0.00 0.00

**A. Details of earning in foreign exchange** 0.00 0.00

| Particulars | Current reporting period | Previous reporting period |
|---|---|---|
| Export of goods calculated on FOB basis | 0.00 | 0.00 |
| Interest and dividend | 0.00 | 0.00 |
| Royalty | 0.00 | 0.00 |
| Know-how | 0.00 | 0.00 |
| Professional and consultation fees | | |
| Other income | | |
| Total Earning in Foreign Exchange | | |

**B. Details of expenditure in foreign exchange**

| Particulars | Current reporting period | Previous reporting period |
|---|---|---|
| Import of goods calculated on CIF basis | 0.00 | 0.00 |
| (i) Raw material | 0.00 | 0.00 |
| (ii) Component and spare parts | 0.00 | 0.00 |
| (iii) Capital goods | | |
| Expenditure on account of | 0.00 | 0.00 |
| Royalty | 0.00 | 0.00 |
| Know-how | 0.00 | 0.00 |
| Professional and consultation fees | 0.00 | 0.00 |
| Interest | 0.00 | 0.00 |
| Other matters | 0.00 | 0.00 |
| Dividend paid | 0.00 | 0.00 |
| Total Expenditure in foreign exchange | | |

**III. *Financial parameters - Profit and loss account items (Amount in Rupees) during the reporting period** 0.00 0.00

| | | | | |
|---|---|---|---|---|
| 1 | Proposed Dividend | -11.19 | | % |
| 2 | Earnings per share (in Rupees) Basic | -11.19 | | |
| | Diluted | 0.00 | | |
| 3 | Income in foreign currency | 0.00 | | |
| 4 | Expenditure in foreign currency | 0.00 | | |
| 5 | Revenue subsidies or grants received from government authority(ies) | 0.00 | | |
| 6 | Rent paid | 0.00 | | |
| 7 | Consumption of stores and spare parts | 0.00 | | |
| 8 | Gross value of transaction with related parties as per AS-18 (If applicable) | 0.00 | | |
| 9 | Bad debts of related parties as per AS-18 (If applicable) | 0.00 | | |

**IV. Details related to principal products or services of the company**

Total number of product/ services category(ies) 1

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राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

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HUMAN HEALTH AND SOCIAL CARE SERVICES

| | |
|---|---|
| Product or service category code (ITC/ NPCS 4 digit code) | 0.00 |
| Description of the product or service category | 99931999 |
| *Turnover of the product or service category (in Rupees) | Other human health services n.e.c. |
| *Highest turnover contributing product or service code (ITC/ NPCS 8 digit code) | 0.00 |
| *Description of the product or service | |
| *Turnover of highest contributing product or service (in Rupees) | |

Note - Please refer to 'Indian Trade Classification' based on harmonized commodity description and coding system issues by the ministry of Commerce & Industry for Product Codes and National Product Classification for Services (NPCS) for Services codes issued by Ministry of Statistics & Program Implementation, Government of India.

## Segment III: Reporting of Corporate Social Responsibility (CSR)

1. (a) (i) *Whether CSR is applicable as per section 135 0.00 ◯ Yes ◉ No

(ii) Turnover (in Rs.) 60,459.00

(iii) Net worth (in Rs.)

2. Average net profit of the company for last three financial years (as defined in explanation to sub-section (5) section 135 of the Act) (in Rupees)

3. Prescribed CSR Expenditure (two per cent. of the amount as in item 2 above) (in Rupees)

4. (a) Total amount spent on CSR for the financial year 0.00 (in Rupees)

(b) Amount spent in local area 0.00 (in Rupees)

(c) Manner in which the amount spent during the financial year as detailed below:

Number of CSR activities

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
|---|---|---|---|---|---|---|---|---|
| S. No. | CSR project or activity identified | Sector in which the Project is covered | Projects or programs - Specify the State /Union Territory where the Project/ Program was undertaken | Projects or programs - Specify the district where projects or programs was undertaken | Amount outlay (budget) project or programs wise (in Rs.) | Amount spent on the projects or programs (in Rs.) | Expenditure on Administrative overheads (in Rs.) | Mode of Amount spent |
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| | | | | | | | | |
| | Total | | | | | | | |

5. Give details (name, address and email address) of implementing agency(ies)

| |
|---|
| |

7. Whether a responsibility statement of the CSR Committee on the implementation and monitoring of CSR Policy is enclosed to the Board's Report ◯ Yes ◯ No

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## Segment IV: DISCLOSURE ABOUT RELATED PARTY TRANSACTIONS

Disclosure of particulars of contracts/arrangements entered into by the company with related parties referred to in sub-section (1) of section 188 of the Companies Act, 2013 including certain arm's length transactions under third proviso thereto

1. Number of contracts or arrangements or transactions not at arm's length basis

| Name(s) of the related party | Nature of relationship | Nature of contracts/ arrangements/ transactions |
|---|---|---|
| | | |

| Duration of the contracts / arrangements/ transactions | Date of approval by the Board | Amount paid as advances, if any | Date on which the special resolution was passed in general meeting as required under first proviso to section 188 |
|---|---|---|---|
| | | | |

2. Number of material contracts or arrangement or transactions at arm's length basis

| Name(s) of the related party | Nature of relationship | Nature of contracts/ arrangements/ transactions |
|---|---|---|
| | | |

| Duration of the contracts / arrangements/ transactions | Date of approval by the Board | Amount paid as advances, if any |
|---|---|---|
| | | |

## Segment V: Auditor's Report

I. (a) In case of a government company, whether Comptroller and Auditor-General of India (CAG of India) has commented upon or supplemented the audit report under section 143 of the Companies Act, 2013 ○Yes ○No

**III. Details of remarks made by auditors and applicability of CARO**

1. *Whether auditors' report has been qualified or has any reservations or contains adverse remarks ○Yes ◉No

3. *Whether Companies (Auditors' Report) Order (CARO) applicable ◉Yes ○No

4. Auditors' comment on the items specified under Companies (Auditors' Report) Order (CARO)

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| Particulars | Auditors' comments on the report |
|---|---|
| Fixed assets | Clause not applicable |
| Inventories | Clause not applicable |
| Loans given by the company | Favourable Remark |
| Acceptance of Public Deposits | Clause not applicable |
| Maintenance of Cost records | Clause not applicable |
| Statutory dues | Favourable Remark |
| Term loans | Favourable Remark |
| Fraud noticed | Favourable Remark |
| Others | Favourable Remark |

**SEGMENT-VI- Miscellaneous**

1. *Whether the Secretarial Audit is applicable ◯Yes ◉ No
2. *Whether detailed disclosures with respect to Directors' report under sub-section (3) of section 134 is attached. ◉ Yes ◯ No

**Attachments**

1. *Copy of financial statements duly authenticated as per section 134(including Board's report, auditors' report and other documents) — Attach
7. Company CSR policy as per s sub-section (4) of section 135 — Attach
8. Details of other entity(s) — Attach
11. Secretarial Audit Report — Attach
12. Directors' report as per sub-section (3) of section 134 — Attach
13. Details of remaining CSR activities — Attach
14. Optional attachment(s)- if any — Attach

List of attachment
Medcare 365 Annual Report.pdf
Med Care 365 - Director Report - 2020-21.pdf
Med Care 365 - Notice of AGM 2020-21.pdf
Med Care 365 - MGT9 - 2020-21.pdf

Remove attachment

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## Declaration

I am authorized by the Board of Directors of the Company vide *resolution number [ ] *dated [ ]

to sign this form and declare that all the requirements of Companies Act, 2013 and the rules made thereunder in respect of the subject matter of this form and matters incidental thereto have been compiled with. I further declare that:

1. Whatever is stated in this form and in the attachments thereto is true, correct and complete and no information material to the subject matter of this form has been suppressed or concealed and is as per the original records maintained by the company.
2. All the required attachments have been completely and legibly attached to this form.

Director

08813311

*To be digitally signed by

*Designation [ ]

*Director identification number of the director; or PAN of the manager or CEO or CFO; or Membership number of the secretary [ ]

## Certificate by Practicing professional

I declare that I have been duly engaged for the purpose of certification of this form. It is hereby certified that I have gone through the provisions of the Companies Act, 2013 and Rules thereunder for the subject matter of this form and matters incidental thereto and I have verified the above particulars (including attachment(s)) from the original/certified records maintained by the Company/applicant which is subject matter of this form and found them to be true, correct and complete and no information material to this form has been suppressed. I further certify that:

1. The said records have been properly prepared, signed by the required officers of the Company and maintained as per the relevant provisions of the Companies Act, 2013 and were found to be in order;
2. All the required attachments have been completely and legibly attached to this form;
3. It is understood that I shall be liable for action under Section 448 of the Companies Act, 2013 for wrong certification, if any found at any stage.

◯ Chartered Accountant (in whole time practice) ◯ Cost Accountant (in whole time practice)

◯ Company Secretary (in whole time practice)

Whether fellow or associate ◯ Associate ◯ Fellow

Membership number [ ]

**Note: Attention is drawn to provisions of Section 448 and 449 which provide for punishment for false statement / certificate and punishment for false evidence respectively.**

Modify Check Form Prescrutiny Submit

**For office use only:**

eForm Service request number (SRN) [ ] eForm filing date [ ] (DD/MM/YYYY)

**Digital signature of the authorizing officer** Confirm submission

This e-Form is hereby registered

Date of signing [ ] (DD/MM/YYYY)

**OR**

**This eForm has been taken on file maintained by the Registrar of Companies through electronic mode and on the basis of statement of correctness given by the company**

ZIQITZA HEALTHCARE LIMITED MUMBAI

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# MINISTRY OF CORPORATE AFFAIRS

## RECEIPT

## G.A.R.7

**SRN :** T22163398 **Service Request Date :** 09/06/2021

**Payment made into :** ICICI Bank

**Received From :**

**Name :** Suraj Agarwal

**Address :** Room No.3, 3rd Floor, Fine Mansion, Dr. D. N. Road
Fort
Mumbai, Maharashtra
India - 400001

**Entity on whose behalf money is paid**

**CIN:** U85100MH2020PTC342845

**Name :** MED CARE 365 MEDICAL SERVICES PRIVATE LIMITED

**Address :** 23rd Floor, Sunshine Tower,
Senapati Bapat Marg, Dadar (West),
Mumbai, Maharashtra
India - 400013

**Full Particulars of Remittance**

**Service Type:** eFiling

| Service Description | Type of Fee | Amount(Rs.) |
|---|---|---|
| Fee for Form AOC-4 for the financial year ending on 2021 | Normal | 400.00 |
| | **Total** | 400.00 |

**Mode of Payment:** Internet Banking - ICICI Bank

**Received Payment Rupees:** Four Hundred Only

Note –The Registrar may examine this eForm any time after the same is processed by the system under Straight Through Process (STP). In case any defects or incompleteness in any respect is noticed by the Registrar , then this eForm shall be treated and labeled as defective and the eForm shall have to be filed afresh with the fee and additional fee, as applicable. (Please refer Rule 10 of the Companies (Registration offices offices and Fees) Rules, 2014)

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Med Care 365 Medical Services Private Limited Authorised Signatory

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संयुक्त सचिव मिशन निदेशक राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

**S Y LODHA AND ASSOCIATES**
Gala No. 309, 3rd Floor, New Sonal Link Service Industrial Premises
Co – operative Society Limited, in Building No. 2, Link Road, Malad (West),
Mumbai - 400 064; Contact: 022-35635006;
E-mail: query@syla.in; Website: www.syla.in

## TO WHOM SO EVER IT MAY CONCERN

This is to certify that the M/s. Med Care 365 Medical Services Private Limited having its registered office address at 23rd Floor, Sunshine Tower, Senapati Bapat Marg, Dadar (West), Mumbai - 400013 have no existing liability both current and long term on the Company.

The above certification is pursuant to a specific request made by the Company for the Tender of "Implementation, Operation and Maintenance of Advance Life Support (ALS) Ambulance Services in Uttar Pradesh". We have relied on the audited financial statements, books of accounts, other relevant information and explanations as provided to us by the management.

**For S Y Lodha and Associates**
**FRN: 136002W**
**Chartered Accountants**

**Shashank Lodha**
**M.No.153498**
**UDIN: 21153498AAAACM4008**

S.Y. LODHA & ASSOCIATES FRN.136002W CHARTERED ACCOUNTANTS

Place: Mumbai
Date: 09th June 2021

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## 12. SCHEDULE 12: Letter of Award

### Letter of Award

From,

**Mission Director,**
National Health Mission, Uttar Pradesh
Vishal Complex, 19-A Vidhan Sabha Marg
Lucknow, U.P., India – 226001
Phone: 0522 – 2237496, 2237522
Email: alstender.up@gmail.com

To,

**Mr. Nandadeep Pandharkar,**
Senior Vice President- Operations,
(Authorised Signatory of Selected Bidder)
Ziqitza Health Care Limited;
23rd Floor, Sunshine Tower, Senapati Bapat Marg, Dadar West, Mumbai-400013, Maharashtra
Telephone Number: +91 9619391112
E-Mail Address: Nandadeep.pandharkar@zhl.in

Letter No.287/SPMU/EMTS/ALS M&E/2020-21/TC/ 718 Date 31-05-2021

**Subject:-Issue of Letter of Award (LOA) to M/s Ziqitza Health Care Limited (ZHL) for "Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh"**

**Reference:**

1. RFP dated 25.01.2021, bearing Tender ID: 287/SPUM/NHM/EMTS/ALS/20-21 (hereinafter collectively referred to as "RFP") for Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh.
2. M/s **Ziqitza Health Care Limited (ZHL)**biddated 26.04.2021("Bid").

Dear Sir,

1. With reference to your Bid submitted under the terms of the RFP for 'Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh'; we are pleased to inform you that, pursuant to the financial bid opening yourBidequivalent to **INR. 24.94** (Indian Rupees Twenty- four and paisaNinety-Four) has been accepted and you have been identified as the 'Selected Bidder', subject to and in accordance with the provisions of RFP.

2. In view of the above, you are requested to convey your unconditional acknowledgement of this Letter of Award, within 7 (Seven) days from the date of issue of the LOA and return to the Authority a duly signed duplicate copy of LOA executed by your authorized signatory. In case, you, the Selected Bidder fails to comply and convey your unconditional acknowledgement of this Letter of Award, then Authority shall be entitled to encash your Bid Security as per terms of the RFP as Damages.

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Med Care 365 Medical Services Pvt. Ltd.

Authorised Signatory

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3. Without prejudice to the requirement of unconditional acknowledgement of the LOA, you, the Selected Bidder is also required to unconditionally fulfil all the pre-condition stipulated in the RFP including the following pre-conditions for commencement of the Project development subject to and in accordance with the provisions of RFP.

   (a) Post conveying the unconditional acknowledgement of this Letter of Award as per above provision, you, the Selected Bidder as per Clause 1.1.3 of the RFP is required to incorporate a special purpose company (the "Service Provider" or "SPV") under Companies Act 2013 (including all the rules and regulations made thereunder) prior to execution of the service agreement, which shall be responsible for implementation, operation and maintenance of ALS Ambulance Services in accordance with the provisions of the service agreement of the Project.

   (b) Post conveying the unconditional acknowledgement of this Letter of Award as per above provision, you, the Selected Bidder is required to execute the Service Agreement within 15 days of date of this Letter of Award; and in the event of failure to comply, the Authority shall be entitled to encash the Bid Security as Damages.

4. In the event of failure of the Selected Bidder to comply with one or moreof the pre-conditions as set out under the RFPand enumerated under this Letter of Award, for commencement of project development, the Authority shall be entitled to nullify, cancel and revoke this LOA and encash the Bid Security, in which event, the Selected Bidder and/or any person claiming under or through it, shall have no claim whatsoever against the Authority.

**Yours sincerely,**

Aparna U.

**(Aparna Upadhyay)**
Mission Director

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## SCHEDULE 13: Corrigendum along with Response to Pre-bid Queries

The revised RFP documents were uploaded as Corrigendum I on 20.03.2021 and the Corrigendum II was published on 07.04.2021 along with Response to Pre-bid queries dated 03.04.2021 and the other Corrigendum's pertaining to extension of date are enclosed herewith as part of this Agreement at **Schedule-13 and 14.**

Response to Queries: Request For Proposal For Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh

| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
|---|---|---|---|---|---|
| 1. | Brief description of Bidding Process (Part I of RFP)5 | 1.2.4 | It is hereby instructed that the Bidders are to submit a scanned copy of the Bid Security along with the soft copy submission of the Technical Bid on the e-Procurement Portal. The Bidder(s) shall also submit the original Bid Security (in the form of Bank Guarantee as per the format prescribed in this RFP) in hard copy. | What does the department exactly mean by scanned copy of the Bid Security along with the soft copy submission on the e-procurement portal? Because, ideally the soft copy submission itself means a scanned copy. Kindly clarify the same. | No Change |
| 2. | Bid Parameter and Commercial Arrangements | 1.2.7.A | The Authority shall provide minimum lumpsum amount of INR 1 Crore (Rupees One Crore) per month ("Fixed Fee") for overhead expenses such as the salary, insurance & maintenance and the Service Provider shall ensure the ALS service. | 1. How is the amount of Rs. 1 crore arrived at, as the Fixed Fee to cover OH expenses per month. It does not cover even 50% of the salary of the Ambulance field staff, let alone other fixed overhead expenses like call centre expenses, insurance, communication, supervision and other office expenses. **Amendment Suggested**: The Authority shall provide minimum lumpsum amount of INR 1 Crore (Rupees One Crore) per month ("Fixed Fee") for overhead expenses such as the salary, insurance & maintenance<br>2. We would request you to kindly pay 80% of total bill (including the Rs 1 Crores Fixed Amount) should be released within 5 days | Please refer toCorrigendum-I<br><br>No change |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
|---|---|---|---|---|---|
| | | | | of closure of every month as on account payment so that we can pay the salaries as per Wage law by 10th of every following month. The balance 20% should be released within 3 weeks of presentation of the bill. | |
| 3. | Section 1 Introduction | 1.2.7 (A. II.) and 1.2.7 (B) | Bid Parameter and Commercial Arrangements:<br>In case the non-operational ALS Ambulances are more than 5%, then there would 1% deduction from the Fixed Fee for every 1% shortfall below the threshold limit of 95% availability.<br>• Financial Bid shall be invited under the RFP on the basis of Lowest rate per KM required by the Bidder for implementing the Project (hereinafter referred to as "Financial Quote" | In most of the Fatal/major accident cases the vehicles are sent to Police Station /Court for very long period. To release the vehicles from police station and court takes time and is many a time beyond the control of the service provider. Therefore, such vehicles off road hours when they are in Police Station / court may be excluded while calculating penalty. | Please refer to Corrigendum-I |
| 4. | Section 1 Introduction | 1.2.7 (C) | • 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 | How are the Fixed Costs of Equipment for ALS Ambulances, ALS Response Centre Capital Expenditure, Software Procurement & Development Expenditure etc. to be treated as Variable Costs and recovered through Rate per KM without the denominator / threshold (No. of Kms.) being fixed / assured? | Please Refer to Corrigendum-I |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
|---|---|---|---|---|---|
| | | | equipment for the ALS ambulances; the capital expenditure for the ALS Response Centre like hardware, software, furniture, fixture etc; expenses incurred for developing / obtaining standard operating protocols and procedure documents; district mapping; and any other related costs. | **Amendment Suggested** to be added suitably in the clause: Based on past years data it is envisaged that the ALS Ambulances will travel 180 kms per Ambulance per day. In the event on any day any ALS Ambulance which is available, is not called / referred, to provide the ALS Services and hence not billable, the Authority shall give a credit of 150 billable kms for such Ambulance on that particular day for the purpose of billing to enable it to recover its basic costs. | |
| 5. | Section-2 Instruction to Bidders (RFP Part I) | 2.1.6 | • The Bidder shall deposit a Bid Security of INR 2,00,00,000/- (Rupees two crore only) for the Project, in accordance with the provisions of this RFP. | The Bid security amount of INR 2 Crore is absolutely high value in context to the project size and scope. It is requested to accept the submission of Bid Security amount to maximum INR 1 Crore. | No Change |
| 6. | Section-2 Instruction to Bidders | 2.1.15 | • A Bidder shall be a company incorporated under the Companies Act in force in India. Whether the Bidder is a single entity or consortium of entities, it shall be required to form an appropriate Special Purpose Vehicle (SPV), prior to the execution of the Service Agreement, under the Indian Companies Act 2013 (including all the rules and regulations made thereunder), to act as the | The condition to form an appropriate Special Purpose Vehicle (SPV), prior to the execution of the Service Agreement, under the Indian Companies Act 2013 should not be necessitated in case of the Bidder is a Single Entity. Generally, the condition to form an appropriate Special Purpose Vehicle (SPV) is applicable for the consortium of entities. | No Change |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
|---|---|---|---|---|---|
| | | | Service Provider and execute the Service Agreement and implement the Project. In case the Selected Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements: | | |
| 7. | General terms of Bidding | 2.1.9 | In case the Bidder is a Consortium, the members thereof should furnish a power of attorney in favour of any member, which member shall thereafter be identified as the Lead Member, in the format as specified in Appendix IV1, duly supported by a charter document or board resolution in favour of executant. In<br>• case the Bidder is a Consortium, Joint Bidding Agreement in the format as specified in Appendix V shall be submitted by the Bidder. | Additionally, we presume that, in the current RFP, Clause 2.1.9, which defines the nomination of a lead member, of a Consortium, in this proposed RFP, is the correct applicable clause. We request you to kindly confirm it. | No Change |
| 8. | Instruction to Bidders (General terms of Bidding) | 2.1.20 (a) | • Where, on the date of the Bid, not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its member is held by | Kindly amend this to " Where, on the date of the bid, not more than 49% of the aggregate issued. Moreover, FDI policy for issued by Department of Industrial Policy and promotion also suggest that there is 100% FDI allowed for the healthcare sector. | No Change |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
|---|---|---|---|---|---|
| | | | persons resident outside India or where an Bidder or its member is controlled by persons resident outside India; or | | |
| 9. | Eligibility and qualification requirements of Bidder | 2.2.2 (A) I (a) | • (a) The Bidder should have experience of operating and maintaining fleet of at least 50 (fifty) Ambulances or Mobile Medical Unit in a single project for a continuous period of 365 days in the last 1(one) financial year immediately preceding the Bid Due Date. Further, it is clarified that in case the Bidder is a Single entity or in case the Bidder is a Consortium of entities, then the single or the Lead Member, as the case may be, shall be required to fully meet this Technical Capacity. | 1. Operating of Mobile Medical Units is not relevant to the operation of Ambulances and hence needs to be deleted. Also, the No of Ambulances experience should atleast be equal to the size of the project ( or alteast 200 Ambulances in a single project ) and the No of years should be 3 years.<br><br>2. Sir, we at BVG India Ltd., are successfully operating and managing 48 number of Mobile Medical Units for the Government of Maharashtra since 2018. Because of the eligibility condition of 50 ambulances, merely for a shortfall of 2 ambulances, we do not fit in the eligibility. Keeping in view the vast experience of our company and one of the competitive and capable contenders, we request you to kindly suitably modify the clause by allowing +/- 10% variation in the number, so as to enable us to fulfil the criteria. | No Change |
| 10. | Eligibility and qualification | 2.2.2 (A) II (a) | The Bidder should have an experience of (a) operating fleet of at least 100 Vehicles during the | 1. Please mention year or days of experience like 365 days ambulance experience above as in current form a bidder with 2 days | No Change. |

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| | requirements of Bidder | | last 3 financial years preceding the Bid Due Date. Further, it is clarified that in case the Bidder is a single entity or in case the Bidder is a Consortium of entities, then the single entity or the Lead Member, as the case may be , shall be required to fully meet this Technical Capacity. | experience with 100 vehicles will qualify and result into inexperience service provider to the govt.<br>2. Please consider - experience of (a) operating fleet of at least 100 Vehicles in a single project for 365 days during the last 3 financial years preceding the Bid Due Date. | |
| 11. | Eligibility and qualification requirements of Bidder | 2.2.2 II (b) | • "Skilled Manpower in Health Care" shall mean and refer to; paramedic/nurses/technician with Advanced Cardiac Life Support certification or certificate course in pre-Hospital Trauma Technician (PTT) from recognized Government of India institutions or diploma in GNM or B.Sc. (Nursing) and registration with State Nursing Councils or diploma in pharmacy and registration with State Pharmacy Councils or higher qualification having at least 1 year of experience of working in minimum 100 bedded medical facilities. | 1. The experience of working in minimum 100 bedded medical facilities should not be made compulsory. Experience of one year in Healthcare sector/ Emergencies of hospitals or in Ambulances should be sufficient.<br>The paramedic/nurses/technician with Advanced Cardiac Life Support certification or higher qualification having at least 1 years of experience in any Healthcare sector should be considered.<br>2. In Maharashtra Emergency Medical Services, we are operating and managing 937 ambulances, out of which 233 ambulances are Advanced Life Support (ALS) Ambulances and 704 ambulances are Basic Life Support (BLS) Ambulances, since 2014. On all the 937 ambulances we deploy doctors as EMT/Paramedic along with a pilot as driver. The doctors on 233 Advanced Life Support Ambulances are | Please refer to Corrigendum-I.<br>The Bidder qualifying the Criteria of Ambulance Operator (Clause 2.2.2 A (I) will not be required demonstrate this experience. |

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| | | | | further trained for Advanced Cardiac Care and are accordingly certified by Symbiosis Institute of Health Sciences, Pune, who is our academic associate. The quantity of such doctors is approximately more than 500 on the 233 ALS ambulances.<br><br>At present, we are providing the training to all our paramedics, the curriculum of the same includes the topic, Advanced Cardiac Life Support. The copy of the training manual can be submitted to you which is duly approved by the Government and the certificate to this effect can be provided by the client. In your definition of "Skilled Manpower in Healthcare", it is stipulated that the paramedic/nurses/technician should have 1 year of experience of working in minimum 100 bedded medical facilities. This condition may not hold true for an EMT working on ambulance. Hence, along with the condition of "1 year of experience of working in minimum 100 bedded medical facilities" there should also be an alternative condition of "experience of Pre - Hospital Care". Requesting you to kindly add such experience and modify the clause suitably. | |
| 12. | Eligibility and qualification requirements of Bidder | 2.2.2 (B) | Financial Capacity: The Bidder (single entity or consortium of entities, as the case may be) shall be required to demonstrate and fulfil average annual turnover of at least Rs. 18 Crores during the last 3 (three) financial years | 1. Under clause no. 2.2.2.B, Financial Capacity, it stipulates that, in case of a Consortium bidding, the needed financial capacity of an average turnover of Rs. 18 crores, over the last 3 financial years, is to be satisfied by the lead member. It also stipulates, earlier, under 'Technical | No Change |

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| | | | immediately preceding the Bid Due Date. The Bidder shall have a positive net worth at the end of the last financial year immediately preceding the Bid Due Date. Further, it is clarified in case the Bidder is a Consortium of entities, the Lead Member thereof shall be required to fully meet this Financial<br>• Capacity. | Capacity ', that the lead member ( in case of a Consortium bidding ), shall need to satisfy the technical capacity too.<br>Sir , you would appreciate that this dual stipulation defeats the very concept and the spirit behind a Consortium Bidding. If a bidder possesses both technical as well as financial capacity, it would bid on its own, anyway.<br>Hence, in order to encourage Consortium bidding, we request you to allow that the financial capacity can be met by the Consortium members, jointly, or, at least, the financial member of a Consortium ( not necessarily the lead member), should meet the financial capacity.<br>2. Request you to consider the requirement of average annual turnover of minimum 50 Cr for the last 3 years considering the size of the ALS tender. | |
| 13. | Eligibility and qualification requirements of Bidder | 2.2.3 (a) | • Certificate(s) from statutory auditors of the Bidder or its Associates, as the case may be, specifying the Turnover and networth of the Bidder, as mentioned in Clause 2.2.2 (B), along with copies of Bidder's duly audited balance sheet and profit and loss statement for | This contradicts with the one mentioned on page no. 55, "ANNEXURE-III FINANCIAL CAPACITY OF THE BIDDER". Request you to accept CA certification. | Please refer to Corrigendum-I |

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| | | | preceding 3 (three) years. For the purposes of this RFP, the term "Networth" means: | | |
| 14. | Selection of Bidder | 3.8.1 | • Subject to the provisions of Clause 2.15.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2 and who quotes the Lowest Financial Quote, shall be declared as the selected Bidder (the "Selected Bidder") | 1. Request you to consider Quality cum Cost Basis Scoring (QCBS) for selection of bidder. Recommended criteria for the QCBS is also attached herewith as suggestion. Please refer sheet "QCBS Criteria"<br>3. Kindly adopt QCBS evaluation method. | No Change |
| 15. | Appendix IA Annexure II Technical Capacity of the Bidder | NA | • Years of experience in Ambulance operations<br>• Number of Ambulances/Vehicles operated<br>• Number of Ambulances/Vehicles owned | Please amend as 'Years of experience in Ambulance/MMU operations'.<br>Please amend as 'Number of Ambulances/MMUs/Vehicles operated'. Please amend as 'Number of Ambulances/MMUs/Vehicles owned'. | Please refer to Corrigendum-I |
| 16. | Appendix IA- Annexure-II Technical Capacity of the Bidder | Note 2 | Note 2<br>Please enclose Memorandum & Articles of Association.<br>• 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. | Kindly ask for the latest Memorandum and Articles of Association instead of asking for each of the Financial year. | Please refer to Corrigendum-I |

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| 17. | Appendix IA Annexure II Technical Capacity of the Bidder | NA | Total Average Annual Turnover for Single entity/ Consortium | Is net worth also to be mentioned in this Annexure III to be signed by statutory CA? | Please refer to Corrigendum. |
| 18. | Appendix IA Letter comprising the technical bid | Point No. 13 | I/We certify that the Directors / President / Chairperson / Trustee of our _____ (Please mention the exact nature of the entity such as Company / Society / Trust) M/s _____ or any Member of Consortium have not been criminally indicted or convicted of any offence nor is/are any criminal case(s) pending before any Competent Court. | We would like to bring it to the kind notice of your good self that pending case does not incriminate any company and does not prove that the company has committed any offense or crime. The law presumes a person to be innocent unless proved guilty beyond reasonable doubt. The latest law on the question has been laid down by the Hon'ble Supreme court of India by a five-Judge Constitution Bench in the case of Manoj Narula v. Union of India, reported in (2014) 9 SCC 1 wherein it has been stated that unless a person is convicted he is presumed to be innocent.<br>We request your good self to reconsider this clause and allow all the companies except those Companies/Societies/Trusts or whose Directors/Members/Trustees have been debarred, blacklisted, banned, prohibited or convicted to participate in the tender. This clause should be amended as follows : " I/We certify that the Directors / President / Chairperson / Trustee of our _____ (Please mention the exact nature of the entity such as Company / Society / Trust) M/s _____ or any Member of Consortium have not been criminally convicted of any offence by any Competent Court. | No Change |

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| 19. | Schedule 1 Scope of Services (RFP Part 1) | Point g | The Authority will be responsible for procuring and providing the tracking and communication software application to loaded on the Smart Phone devise. The Ambulance make, model and other specifications are as per Schedule 6A. The Service Provider shall be given possession of the 250 ALS Ambulances for the purpose of operation and maintenance, as per the terms of the Service Agreement. The Authority may in future integrate all the emergency call centre facilities with ALS Ambulances. | 1. Understand that the software application for smart phone device would be provided by Authority. Please let us know, Whom to approach in case any production support required on real time and also how the training be provided.<br>2. Please clarify what software is being provided by authority and what software is expected to be provided by SP?<br>3. While taking over the existing fleet, a one-time refurbishment cost should be reimbursed to the incoming service provider by the authority. The working of medical equipment should be confirmed as in working condition during the hand over<br>4. Kindly elaborate which emergency call center facilities does the Authority intend to integrate in future. | Please refer to Corrigendum-I |
| 20. | Schedule 1 Scope of Services (RFP Part 1) | Point h | The Service Provider will be responsible for, procurement and maintenance of equipment for the Ambulances. The Authority may in future integrate all the emergency call centre facilities with ALS Ambulances. | Since the vehicle is being procured/replaced by Authority, we request to include procurement of equipment along with vehicles by authority itself. In most of the states the equipment procurement happens through tender where service provider does the tendering process and NHM reimburses the full cost at the time of installation of equipment along with submission of invoice. Otherwise the Ambulance would be owned by the Client and the equipment inside by the service provider. At the end of the contract period it would be difficult to handover the assets of the service provider to the new | Please refer to Corrigendum-I |

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| | | | | incoming service provider. Hence, the equipment cost can be reimbursed on actual basis and the equipment can be purchased in the name of the Client | |
| 21. | Schedule 1 Scope of Services (RFP Part 1) and Schedule 1 (Scope and Conditions of Work) (Part II) | Point U and Clause 1.1.4 | u. 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.<br><br>"Service Provider will maintain records of receipt and consumption of these medicines, and will coordinate with respective CMOs to replenish the stocks. " | • There is conflict in these statements. Please confirm who is to procure the medicines.<br>• Please confirm who is to procure the medicines. | Please refer to Corrigendum-I |
| 22. | Schedule 1 Scope of Services (RFP Part 1) | Point y | 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 as per the terms of the Service Agreement. | In such a case how will the equipment get amortized?<br>The initial equipment will be amortized over a period of 5 years which the bidder will consider during bidding and its EMI will be factored in its price bid. If there is a change in the number of ALS ambulances i.e. new ambulances are procured, say after 2 to 3 years after the initial date of start of contract, then in that case the calculation of EMI/amortization of the bidder will fail. Hence, it will be better and feasible if the equipment's are reimbursed by the department. Else, the tenure of the newly procured and operationalized ambulances should be continued for 5 years from its date of operationalization. | Please refer to Corrigendum-I |

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| | | | | Or, the pending EMI for such equipment's (which will be procured by the service provider at a later stage, apart from the equipment's procured for the initial 250 ambulances) after the date of end of contract, i.e. 5 years, should be passed on to the new service provider or to be undertaken by the government. Hence, any procurement after the initial procurement for 250 ambulances will not amortize the equipment from bidders' point of view. The same should be considered for premature termination also. | |
| 23. | Appendix VI: Integrity Pact | Section 9 | Pact Duration: This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made. | Since it is a Service Contract and there is no liability on the service provider, like in civil contracts, the expiry period of 12 months is huge. Kindly make it 3 months after the end of contract, irrespective of the payment being made or not. | No Change |
| 24. | Article 1, Service Agreement | 1.1 y | Dispatch Officers" shall have the meaning ascribed to it in Clause 7.1.44 | Clause 7.1.44(2) in the Draft Service Agreement does not exist and there is no definition of Dispatch Officers | Please refer to Corrigendum-I |
| 25. | Article 3 – Conditions Precedent, Article 8 – Obligation of the Authority, Article 7– Obligations of The Service | 3.1.3 (i), 8.1.10, 8.1.14, 7.1.14, 4.2 (ix) | The Authority shall ensure and procure integration of 250 ALS ambulances into its system for seamless operationalization of ALS Ambulances and ALS Response Centre call centre in Uttar Pradesh. The Authority may in future integrate all the emergency call centre facilities with ALS; | • The scope of Authority and the Service Provider as defined in Article 8, Article, 7, and Article 4 seems contradictory. Since the Authority is providing software support for GPS and Smart Phone then integration of GPS and Smart phone with Dial ARC should be in the scope of the Authority. If GPS and Smartphone doesn't provide data due to software issue or goes out of range then the Service Provider should not be penalised for the same. | Please refer to Corrigendum-I |

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| | Provider, Article 4 – Engagement of The Service Provider | | | We need to have clarity with regards to software's since the clauses mentioned in 8.1.10 and 8.1.11 contradicts with clause mentioned in 7.1.21 (Responsibility of service provider). Our suggestion is that all software's excluding the dispatch software should be provided by the department. The service provider would provide the dispatch software absolutely free of cost. | |
| 26. | Article 3, Service Agreement | 3.1.4b | Upon satisfaction of all Conditions Precedent by the Service Provider, the Authority shall subject to terms hereof, forthwith declare the Commencement Date. | In the event the Authority issues instructions for provision of services even when the Conditions Precedent are not fulfilled can the date of such commencement of services be construed as Commencement Date for the purposes of the Service Agreement. | Please refer to Corrigendum-I |
| 27. | Article 3, Service Agreement | 3.1.5 b | In the event that (i) the Authority does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 3.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Service Provider or due to Force Majeure, the Authority shall pay to the Concessionaire Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, | How is the Service Provider expected to satisfy all the Conditions Precedents expected of him when they are dependent upon the handover of the ALS by the Authority. In addition to the Authority paying the Damages to the Service Provider, will the Service Provider be allowed to correspondingly extend the period of 30 days to enable him to carry out his tasks which are consequent to the handover of the ALS Ambulances.<br>It is also not clear from the clause how the Authority will pay these Damages to the Service Provider. Whether it will be by way of direct payment or thru setting off against future Damages of the Service Provider. | Please refer to Corrigendum-I |

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| | | | subject to a maximum amount equal to 25% (ten percent) of the Performance Security, and upon reaching such maximum, the Concessionaire may, in its sole discretion, terminate the Agreement. | The Term Concessionaire is not defined in the Agreement. This may please be replaced with Service Provider. | |
| 28. | Article 5 – Considerati on and Payment to Service Provider | 5.2.1 | The Service Provider shall be paid minimum guaranteed monthly fee of INR 1 Crores (Rupees One Crore) ("Fixed Fee") per month and overhead expenses including the such as the salary, insurance & maintenance. | • The stated Fixed Fee Amount of INR 1 Crore per month towards overhead expenses for 250 ALS Ambulances including salary, insurance & maintenance is extremely inadequate to maintain the standards towards minimum wage, maintenance and insurance etc. Hence it is requested to kindly consider the remittance of Fixed Fee to an amount of INR 2.50 Crore per month (i.e. INR 1 Lakh per Ambulance per month).<br>• Amendment Suggested: The Service Provider shall be paid minimum guaranteed monthly fee of INR 2 Crores (Rupees Two Crores) ("Fixed Fee") per month. | Please refer to Corrigendum-I |
| 29. | Bid Parameter and Commercial Arrangeme nts & Article 5 – Considerati | 1.2.7 A (ii) & 5.2.1 (b) | In case the non-operational ALS Ambulances are more than 5%, then there would 1% deduction from the Fixed Fee for every 1% shortfall below the threshold limit of 95% availability of ALS Ambulances. | 1. As there is a penalty of 1% for short fall in availability of ALS on a day-to-day basis is it not fair to provide for additional compensation when the kms travelled by the ALS on any given day falls below a threshold so that the service provider is not | Please refer to Corrigendum-I |

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| | on and Payment to Service Provider | | It is clarified by way of illustration as under:<br>The availability of ALS Ambulance will be measured on a per day basis<br>which means; 250 Ambulances multiplied by 24 hours is 6000 hours of availability of ALS Ambulances in a day, 95% of that is 5700 hours per<br>day, whenever the ALS Ambulance is available less than 5700 hours there shall be a deduction of 1 % of Fixed Fee, for every sixty hours for<br>less than 5700 hours. Hence, the deduction will be 1% when availability is between 5640 Hours to 5700 hours. Since, the availability is on a per day basis, availability of more than 95% on any given day cannot compensate for the lower availability of ALS Ambulance on any other day. The event of non-availability will be defined by the Dispatch Officers not being able to receive the call transfer from ARC. | put to a loss for no fault of the service provider.<br>Amendment Suggested to be added suitably in the clause: In the event on any day any ALS Ambulance which is available, is not called / referred, to provide the ALS Services and hence not billable, the Authority shall give a credit of 150 billable kms for such Ambulance on that particular day for the purpose of billing to enable it to cover its basic costs.<br>2. Requested to kindly do not make any provision for imposing penalty on the fixed fee.<br>3. Is there any provision for back up ambulances to be provided by NHM. Department should provide 10% ambulances as back up. Off Road should be considered only after 2 hours of the vehicles being not in a position to take calls. This is required for miscellaneous task such as cleaning, lunch break, and minor repairs such as puncture etc.<br>4. Kindly calculate the average shortfall of operational ambulances below 95% on monthly basis instead of daily basis and apply the penalty.<br>5. Dispatch Officer not defined. Clarification may please be provided. | No Change<br>No Change<br>No change<br>Please refer to Corrigendum-I |

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| 30. | Article 5 – Considerati on and Payment to Service Provider | 5.2.1 (C) | ...distance covered to reach to assigned pick up location plus the distance covered from assigned pickup location to drop location plus distance covered from drop location to Base Location shall be reckoned to complete one trip. | If an ALS reaches the pickup location based on a call received at ARC and the patient transfer doesn't happen, is this trip billable? | Please refer to Corrigendum-I |
| 31. | Article 5 – Considerati on and Payment to Service Provider | 5.4 | The Monthly Fee shall be made on the calendar month basis. The Monthly Fee payable for the first calendar month after the Commencement Date shall be calculated pro-rata on the basis of number of days from the Commencement Date to the end of said calendar month. | Considering the scope of project and the pandemic crisis situation, kindly make a provision of mobilisation advance payment for 3 months of monthly payment to be release to the service provider within 15 days from the signing of the agreement.<br><br>We request you to allow moratorium of 6 months after which penalty to be levied considering project stabilization time. | Please refer to Corrigendum-I |
| 32. | ARTICLE 5 – CONSIDER ATION AND PAYMENT TO SERVICE PROVIDER | 5.5 | The Monthly Fee shall be subject to an annual escalation. An annual escalation of the Monthly Fee shall be applicable on the first anniversary of the Commencement Date and thereafter during the Agreement Period, it is entitled to annual escalation of 8% on the last payable Service Fee in accordance with the provisions of this Agreement. | Requested to kindly consider the provision of annual escalation as 10% in place of 8%. | Please refer to Corrigendum-I |
| 33. | Article 5 CONSIDER ATION AND | 5.6 | For avoidance of doubt, it is hereby clarified that, one trip ("Trip") shall be calculated by way of the Base | 1. What if an ambulance is on the way back from previous assignment and still hasn't reached the 'base location'? "Base Location" | No change |

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| | PAYMENT TO SERVICE PROVIDER | | Location being the starting point; thereafter the distance covered to reach to assigned pick up location plus the distance covered from assigned pickup location to drop location plus distance covered from drop location to Base Location shall be reckoned to complete one trip. Base Location shall be the location where the ALS Ambulance is specified to be parked, this Base Location shall be determined through GPS coordinates for each of the 250 ALS Ambulances prior to Commencement Date. Base Location can only be changed with prior express permission of the Authority. | should be the location where the ambulance was when it received the assignment call from ARC or in absence of such scenario its "default base location".<br>2. We would also like to add that there could be instances where case would be assigned to ambulance while returning from the hospital drop of previous case. In such an instance the trip should be started from the point where ambulance is assigned the case to the assigned pick up location and then up to drop hospital and back to base location of ambulance.<br>3. Is the Trip linked to any event or a qualification-criteria or any response to any calls is considered a Trip. Please clarify. | |
| 34. | Article 5 – Considerati on and Payment to Service Provider | 5.7 | The Authority shall pay 80% of the invoice value to the Service Provider within 3 weeks from the date of receipt of the invoice. | 1. The Authority shall pay 100% Fixed Fee and 90% Variable Fee of the invoice value to the Service Provider within 10 Days from the date of receipt of the invoice.<br>2. Please confirm if it is 80% or 100% of Fixed Fee is being paid. This clause may please be amended as follows: The Authority shall pay 100% of the Fixed Fee and 80% of the Variable Fee included in the invoice value to the Service Provider within 3 weeks from the date of receipt of the invoice. The remaining Monthly Fee shall be paid after scrutinizing the invoice raised by the Service Provider | No Change<br><br>No Change |

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| | | | | and upon being satisfied about the correctness of invoice so raised.<br>3. Is this payment of 80% of invoice value in addition to the fixed monthly fee of Rs. 1 crore? | It includes both Fixed Fee and Variable Fee |
| 35. | Article 5 – Considerati on and Payment to Service Provider | 5.8 | The balance 20% of the Monthly Fee, subject to Disputed Amount shall be payable by the Authority to the Service Provider not later than 60 (sixty) days of receiving the invoice from the Service Provider. | The Authority shall pay balance 10% of Variable Fee of the invoice value to the Service Provider within 30 Days from the date of receipt of the invoice by the Service Provider. Even if, the scrutinizing of the invoice raised by the Service Provider is not completed within 30 days from the date of receipt of the invoice, then also the Authority should release the amount within 30 days from the date of receipt of the invoice by the Service Provider. | No Change |
| 36. | Article 5 – Considerati on and Payment to Service Provider | 5.10 | In case, the 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 of 1% (one per cent) on the unpaid amount for each month's delay. | • Our understanding is the interest rate is 1% p.m. on the unpaid amount for each month's delay. Needs confirmation.<br>• Also, when and how is this interest to be claimed and when will it be paid. Will it be compounded every month. Please provide clarification. | Please refer to Corrigendum-I |
| 37. | Article 6 Project Facilities | 6.1 | Ownership of all the Project Facilities (except the ALS Response Centre with its hardware and software) utilized for the purposes of the implementation of the Project shall at all times vest with the Authority, and the Service Provider unconditionally consents to the same. | • In addition to the ALS Response Centre, the Service Provider is also expected to procure and install the Medical Equipment in the ALS Ambulances which are owned by the Service Provider and for which no payment is being made by the Authority. Hence it is not clear how the Authority can claim ownership of the same. This may please be clarified. | No Change |

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| 38. | Article 6 | 6.3 | The Service Provider has no right, title or interest or any form of ownership rights over any of the Project Facilities (except the ALS Response Centre with its hardware and software). It is hereby clarified that the Service Provider shall not get any right, title or interest in the Ambulances or any equipment and material provided by Authority under this Agreement. | As the Service Provider is expected to procure and install the Medical Equipment the exception with regard to the same may also please be included along with the ALS Response Centre with its H/W & S/W in the definition of Project Facilities. | Please refer to Corrigendum 1. |
| 39. | Article 6 | 6.4 | The Service Provider shall ensure that all the Ambulance and ALS Response Centre equipment and technology including software except for the Manpower that are procured for the purpose of providing ALS Ambulance Services and implementation of the Project, shall be transferable, upon the expiry or earlier Termination of the Agreement, to Authority without any limitation and any additional burden, financial or otherwise on the Authority. | As only the ALS Ambulances are provided by the Authority and all the other Facilities are procured and owned by the Service Provider for which no separate payment is being made by the Authority it is not clear on what basis the Authority expects the Service Provider to transfer the ALS response Centre equipment & S/w and the Equipment installed in the ALS Ambulances as well. The understanding is the Fixed Fee is being paid for part of the Salary, insurance & maintenance and other OH etc. while the Variable Fee is paid on a per KM basis for the actual services rendered without any safety net or minimum assurance. There is no reimbursement for the Capital expenditure incurred and hence it is not appropriate to claim these Assets which are not owned by the Authority, without additional financial burden. At best these can be transferred at book value as appearing in the books of the Service Provider at the discretion of the Service Provider. | Please refer to Corrigendum-I |

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| 40. | Article 7 Obligations of the Service Provider | 7.1.12 | The Service Provider shall replace the ALS Ambulance in case of total loss due to accident at its own cost | As the Insurance claim will be settled in favour of the Authority, the replacement of the Ambulance by the Service Provider will be feasible only upon the Authority paying the proceeds of the claim to the Service Provider. This clause may be suitably amended as follows "....at its own cost, upon the Authority discharging the insurance proceeds in favour of the Service provider". | Please refer to Corrigendum-I |
| 41. | Article 7– Obligations of the Service Provider | 7.1.13 | The Service Provider shall intimate and request for procurement of new ALS Ambulances, to the Authority 6 (six) months prior to any ALS Ambulance in the fleet having completed distance as specified in the relevant Government order (G.O). or having completed years of operations as specified in G.O, as the case may be; | The GO reference may be specified along with the conditions in the GO, so as to have clarity. | Please refer to Corrigendum-I |
| 42. | Article 7– Obligations of the Service Provider | 7.1.21 | The Service Provider acknowledges and accepts that the technology and software that shall be financed, procured and/or developed by the Service Provider shall be provided to the Authority, free of cost, in accordance with the provisions of this Service Agreement, for the purposes of using the said software for the ALS Ambulance Service. | Same as stated earlier with regard to Project Facilities. If the Monthly Fee per month were paid based on total cost including Capex this would be well received. However, in this Project as the Monthly Fee is based on variable without any assured minimum or threshold it would not be financially feasible to agree to such a condition. | No change |

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| 43. | Article 7 Obligations of the Service Provider. | 7.1.27 | The Service Provider shall achieve response time of 30 (thirty) minutes in urban and 45 (forty-five) minutes in rural areas under the Area of Operation. The Service Provider acknowledges and accepts that response time for ALS Ambulance Services and ALS Ambulances is the essence of this Service Agreement. | The response times depends upon the distance of the referred location from the base location in addition to the traffic conditions and hence cannot be a single response time for all cases, especially in large districts, with poor roads and with an average fleet of 3 ambulances per district.<br>Amendment Suggested: The Service Provider shall achieve response time of 30 (thirty) minutes in urban areas and 45 (forty-five) minutes in rural areas under the Area of Operation for every call / referral within 10 Kms. For every additional 10 kms beyond the initial 10 Kms from the base location the response time shall be proportionately increased by 30 mins in urban areas and 45 mins in rural areas under the Area of Operation. | No Change |
| 44. | Article 7– Obligations of the Service Provider | 7.1.13 | The Service Provider shall intimate and request for procurement of new ALS Ambulances, to the Authority 6 (six) months prior to any ALS Ambulance in the fleet having completed distance as specified in the relevant Government order (G.O). or having completed years of operations as specified in G.O, as the case may be. | The responsibility of the authority is to replace the ambulances which have completed its useful life in the interest of patient and safety of the ambulance staff and public. The timelines to replace the condemned ambulances after completion of the prescribed Kilometres or years is not mentioned. Continuation of condemned vehicles will also incur more operational cost and more maintenance cost. The cost per km can be correctly assessed if the exact time of replacement is specified.<br>Hence it is justified that, In the event of delay in replacement of condemned vehicles, 10% escalation on Fixed Fee and Variable Fee should be given till one year and for subsequent years additional 10% escalation should be | Please refer to Corrigendum-I |
| 45. | Article 8 – Obligation of the Authority | 8.1.1 | The Authority shall be responsible for financing and procurement of all the Ambulances. The Authority shall ensure that all vehicles should be registered and | | No Change |

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| | | | appropriate warranties are taken before transfer of the same to the Service Provider | provided for each year (i.e. for 1st year 10%, 2nd years 20%, 3rd year 30% and so on).<br>Once the life of the vehicle is completed, the authority should not impose any kind of penalty on such vehicles till replacement. | |
| 46. | Article 8 – Obligation of the Authority | 8.1.4 | The Authority will procure the dedicated phone lines and bear all the expenses for the usage of the dedicated phone lines for the purpose of this Project during the Agreement Period. | • Please confirm who bears the cost of toll free numbers<br>• Please confirm who bears the cost of integration of tollfree number with ARC lines | Please refer to Corrigendum-I |
| 47. | Article 8 – Obligation of the Authority | 8.1.6 | The Authority shall ensure that it shall provide and facilitate the space to park the Ambulances. | Please confirm safety of ambulances in such parking places is the responsibility of authority or SP. | No Change |
| 48. | Article 8 – Obligation of the Authority | 8.1.10 & 8.1.11 | 8.1.10 The Authority shall ensure and procure provision of software support for system-based assignment of nearest ALS ambulance to attend the ALS requirement across Uttar Pradesh;<br>8.1.11 The Authority shall ensure and procure provision of tracking and communication software application on to the Smart Phone; | 1. We need to have clarity with regards to software's since the clauses mentioned in 8.1.10 and 8.1.11 contradicts with clause mentioned in 7.1.21 (Responsibility of service provider). Our suggestion is that all softwares excluding the dispatch software should be provided by the department. The service provider would provide the disaptch sofftware absolutely free of cost.<br>*2. Who will procure the software?* | Please refer to Corrigendum-I. |
| 49. | Article 9 – Performance Security | 9.1.1 | The Service Provider shall, for the performance of its obligations hereunder, provide to the Authority no later than 30 days from the Execution Date, an irrevocable and | 1. The Performance Security Amount should be 5% of 1 (One) Year Project Cost. [*GVK EMRI ; 27th Jan 2021 at 5.20 pm]*<br>2. Banks don't give long term BG. Please ask BG on annual value of contract which can | No Change<br>No Change |

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| | | | unconditional guarantee from a Bank for a sum equivalent to Rs. 5,000,000/- (Rupees five crores only) valid up to 6 months post expiry of Agreement Period ("Performance Security"). | be renewed every year, till the end of contract.<br>3. Not clear whether it is Rs. Five Million or Five Crores.<br>4. Could not understand what Concession Period is as the same is not defined in the Service Agreement. | Rupees Five Crores<br><br>Please refer to corrigendum. |
| 50. | Article 11 Change of Scope | 11.1 | The Change of Scope shall not exceed in aggregate 25% of the original number of ALS Ambulances i.e. 250 ("Change of Scope Limit"). | The Authority should not limit the requirement for change of scope up to 25% of the original number of ALS Ambulance. The change in scope should be allowed to increase without any ceiling as per the project expansion requirement. | Please refer to Corrigendum-I |
| 51. | Article 12 | 12.2.1a | An Independent Auditor shall be appointed for the purposes mentioned herein. | The role of the Independent Auditor may please be elaborated. Is it one time or ongoing. | Please refer to Corrigendum-I |
| 52. | Article 14 – Force Majeure | 14.1, 14.2, 14.3, 14.4 | | The Force Majeure is an unforeseen condition and hence the penalties during the any such unforeseen condition such as epidemic should not be considered. In context to this RFP any penalty should be levied only after the alleviation of the Pandemic crisis situation. | Please refer to Corrigendum-I |
| 53. | Article 15 | 15.6 c and 15.7 | Service Provider shall hand over all the Project Facilities (including Intellectual Property) to the Authority | As the S/W developed or used in the Project is entirely owned by the Service Provider / 3rd Party for which no specific consideration is paid by the Authority it may not be feasible to transfer the IPR. | Please refer to of Corrigendum-I |
| 54. | ARTICLE 16 – Dispute Resolution | 16.1 (b) | In the event of any dispute between the Parties, either Party may call upon the Additional Chief Secretary of the State of Uttar | Kindly clarify whether the amicable settlement will be mediated and assisted by Additional Chief Secretary or Chief Secretary | Please refer to Corrigendum-I |

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| | | | Pradesh to mediate and assist the Parties in arriving at an amicable settlement thereof. The Chief Secretary shall meet with the Service Provider not later than 15 (fifteen) days of the date of such request to discuss and attempt to amicably resolve the Dispute. | | |
| 55. | ARTICLE 18 Indemnity | | | The Personal Liability Limited clause which was earlier mentioned in 'ARTICLE -16 INDEMNITY AND LIMITATION OF LIABILITY in RFP vide Ref no. Bid Ref. No.: UPMSCL/EQ/RFP/RFQ/15/25 for Selection of Service Provider for 108 Emergency Medical Transport Services in Uttar Pradesh should also be included the subject RFP as per the following.<br>"The Service Provider and the Authority each understand and agrees that there shall be absolutely no personal liability on the part of any of the employees, shareholders, partners, officers, directors, agents, authorized representatives or affiliates of the Authority or the Service Provider for the payment of any amounts due hereunder or performance of any obligations hereunder". | No change |
| 56. | Schedule 1: Scope and Conditions of Work | 1.1.7 (k), 3.4 (a) Sl. No. 1 (v), 8.1.10, 8.1.14 | 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 and get the same integrated to ALS Response | 1. In relevance to Clause 8.1.13 & 8.1.14 of Article -8, the responsibility of integration of Ambulance GPS System with the ALS Response Centre should be under the scope of the Authority. The Service Provider shall only be responsible for providing API. No penalty should be applicable in case of non-functioning of GPS | Please refer to Corrigendum-I. |

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| | | | Centre. The Service Provider will provide GPS enabled real time trip data to Dial 112/ALS Response Centre 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.<br><br>3.4 (a) Sl. No. 1 (v), Reporting structures and formats – overall documentation for reports to be provided by Service Provider to the Authority (including ARC) as well as for the reports to be provided by ARC to Authority and Service Provider.<br><br>8.1.10 Reporting structures and formats – overall documentation for reports to be provided by Service Provider to the Authority (including ARC) as well as for the reports to be provided by ARC to Authority and Service Provider.<br><br>8.1.14 The Authority shall ensure and procure linking of the real time | up to 48 hours which is the minimum time to be allowed for repair. In case the GPS connectivity is not reachable then the penalty should not be made applicable.<br><br>2. GPS accuracy depends on sufficiently received signal quality. GPS signal gets affected due to multipath, atmosphere (i.e. ionosphere), electromagnetic interference etc. This leads to error in GPS signal, many a times. Moreover, it has been found in EMS service, in the past, that service providers have also managed the reading through GPS by adopting fraudulent practices. Whereas, the odometer of a vehicle has no such technological glitches. Thus, the odometer is the most reliable source of kilometre reading in the vehicle. Thus, we request the Authority to kindly consider odometer as the basis for calculating the distance and GPS data to be considered only for verification of authenticity of the odometer, which may have variation upto 10%. | |

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| | | | GPS data to the tracking and communication software application provided for the Smart Phone; | | |
| 57 | Schedule 1: Scope and Conditions of Work | 1.1.1 (b) 1.1.1 1.1.2 (a) (h) | 1.1.1 Models for Service Delivery<br>1.1.1(b) A Fleet of Ambulances. The ALS Ambulance services are meant for referral transportation of critical patients, needing advanced care, from referring hospital to a referral hospital having the capacity for treatment of critical emergencies, within or outside of the district. Critical patients refer to cardiac arrest, critical cerebrovascular accident cases, critical airway obstruction, neonatal resuscitation, respiratory arrest, critical vehicular and other critical trauma cases, burn cases needing advanced care, obstetrical cases needing advanced care, any other life threatening conditions needing advanced care.<br>1.1.2 (a) In any medical emergency situation, any of the following may utilize the ALS Ambulance Services like any other service recipient, by following the process defined under the Agreement: Chief Medical Superintendent (CMS), Chief Medical Officer (CMO), Mission | 1) The ALS Ambulances are disposed for extremely critical conditions, mainly to attend the Inter Facility Transfer (IFT) cases. As such the allocation/deployment ALS Ambulance is decided by the appropriate authority (i.e. CMO/CMS/Nodal Person). Even though the ALS Ambulance is assigned by the Dial 112/ARC, but the deployment of the same could not executed if the concerned medical authority does not allow the vehicle to movement. Hence kindly clarify<br>a. The role and responsibility of 112/ARC and CMO/CMS/Nodal Person significant to the assigning of ALS Ambulance.<br>b. As ALS deals with mostly critical cases or VIP cases, more defined escalation matrix, Roles and responsibilities to each service provider like call center, Doctor related, service provider to be Defined and to be provided before bidding<br>How the KPI for the vehicle response time will be considered, if the vehicle dispatch is not allowed by the concerned CMO/CMS/Nodal Person after the assignment by the call centre.<br><br>**Suggestion**:<br>- Assigning of the ALS Ambulance by CMS/CMO/Nodal person is not right process, | Please refer to Corrigendum-I |

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| | | | Director - National Health Mission, UP or Directorate of Medical & Health Services. The Service Provider shall assign the call to ALS Response Centre as per service and operating standards defined in the Agreement.<br><br>1.1.2(h) In case of requirements for ALS Ambulances from CMS/CMO/Nodal Person and General Public received at the same time, calls received from CMS/CMO/Nodal Person will receive priority for assignment of ALS Ambulance.<br>1.1.7 (i) The ALS Response Centre shall be made fully equipped for receiving calls, through twenty four hour dedicated phone lines, from the general public/ Chief Medical Superintendent (CMS)/Chief Medical Officer (CMO) as per Good Industry Practice.<br>1.1.1 b An ALS Response Centre (ARC), i.e. a centralised and exclusive call centre that will receive and handle emergency phone calls shall be setup by the Service Provider. There shall be one exclusive ARCs covering the whole State and the same should | therefore the assignment decision should be through Centralised ARC only.<br>- The applicability of SLA for vehicle dispatch time should be decided based on the assignment by the ARC, it should be made in correlation the assignment of vehicle by the concerned authority.<br>- The AHT should be considered from the final confirmation of ALS Assignment together by ARC and the authority.<br><br>2) Process of assigning of ALS Ambulance by CMS/CMO/Nodal Person is not correct, which may affect the no. of case, therefore for increased number of cases, the assignment decision shall be with ARC only.<br><br>3) We request you to provide the current call flow and dispatch counts being done by the ALS ambulances through existing response center. Also please confirm what is timeline for setting up the call centre.<br><br>4) What will be the number for the Call center from which public will call? Whether it would 108/112/any other? | Please refer to Corrigendum-I |

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| | | | be located in the State of Uttar Pradesh. | | |
| 58. | Schedule 1: SCOPE AND CONDITIONS OF WORK | 1.1.2.d. | An ALS Ambulance will be dispatched to the site of emergency; the ALS Ambulance will provide advanced medical aid to the patient and then transport him/her to the nearest Referral Hospital, within a stipulated time frame. | Who will decide the referral hospital to which the patient is to be transported? | No Change |
| 59. | Schedule 1: SCOPE AND CONDITIONS OF WORK | 1.1.2.k. | ARC will ensure at least one (dedicated) phone line with at least four (4) dedicated channels to receive direct calls from CMS/CMO/Nodal Person/ general public. | Is the cost associated with the dedicated phone lines going to be borne by the Government? | Please refer to Corrigendum-I |
| 60. | Schedule 1: SCOPE AND CONDITIONS OF WORK | 1.1.7 e | The Authority will be responsible for procuring and providing the Ambulances and the tracking and communication software application to be loaded on the Smart Phone devise. | Will this be limited only to the phone software? What about ARC software? | Please refer to Corrigendum-I. |
| 61. | Schedule 1: Scope and Conditions of Work | 1.1.7 q | The Service Provider shall operate and maintain 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. | We presume, time bound replacement of condemned ambulances is the responsibility of the authority, except in event of cases of total loss of vehicle during accident, on account of default of Service Provider, if any. | Please refer to Corrigendum-I |

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| 62. | Schedule 1: Scope And Conditions of Work | 1.4.1 | The Authority will provide the space to park the vehicles and such space will determined prior to the commencement Date. The setting up, renting, maintenance, and management of ARC premises will be the responsibility of the Service Provider and should be factored into the bid amount quoted by Service Provider. | Space provided should have electrical charging facility, restrooms and other basic amenities for staff and should be free of cost to the service provider | Please refer to Corrigendum-I |
| 63. | Schedule I (Scope and Conditions of Work) (Part II) | Clause 1.6.1 (c) | Once the above is complete, the ARC Executive will direct the required ALS Ambulance that is closest to the site of emergency or CMS/CMO/Nodal Person mentioned location. The ARC Executive will communicate with the ALS Ambulance driver through wireless radio wherever possible, or through mobile phone and SMS. | Are there any locations in the state where mobile phone and SMS signals are not available and wireless radio would be required? If yes, the details of all such locations may please be advised. | Please refer to Corrigendum-I |
| 64. | Schedule I (Scope and Conditions of Work) (Part II) | Clause 1.6.2(a) | The Service Provider should ensure that the ARC should have a minimum of 4 ARC Executives and 1 Physician to meet the performance levels as given a Schedule 3.<br>ARC Executive shall have a minimum qualification of a Paramedic while the Physician should at least be MBBS Allopathy | Does an MBBS Allopathy with a Foreign Degree meet the requirement? Does an MBBS Allopathy need to be registered with MCI? | No Change |

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| 65. | Schedule I (Scope and Conditions of Work) (Part II) | Clause 1.6.3<br><br>Broad system requirements for the ARC | Recognize the geographical area of the caller based on the incoming call number | 1. This may be difficult for calls originating from landlines. Please clarify.<br>2. Kindly confirm how the geographical area of caller will be determined based on the incoming call number. Currently as we understand, only 112 which is code for emergency with Ministry of Home is permitted to access the caller location. If NHM is intended to use 112 then we are okay, else any other number such as 108/102/104 will not have any such authority to access the caller location. Accordingly, this requirement can be removed. Also most of the calls are going to be made by the office of Medical officers which can be pre-mapped, and hence this facility is not required | Please refer to Corrigendum-I |
| 66. | Schedule I (Scope and Conditions of Work) (Part II) | Clause 1.6.3<br><br>Broad system requirements for the ARC | Provide information about the vehicle including time, day, GPS coordinates, direction, speed, distance travelled, etc. updated on real-time basis | The updation is dependent on GPS connectivity. The data will be updated on near real-time basis for the data as and when received from GPS. Kindly confirm if this ok | It is confirmed |
| 67. | Schedule I Part II. Minimum Specification for IT | 1.6.4 | Should have separate rooms for the Director, Administration and Finance Head, IT Head, an accounts and Operations, | These roles are not defined in RFP or are merely indicative or are purely at SP's discretion. Is this mandatory? If yes the Fixed Fee will need to be increased by Rs.50 lakhs per month to cover these addl. costs. | Please refer to Corrigendum-I |



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| | Infrastructure at the Call Centre | | administrator's room, Operations Head room, | | |
| 68. | Schedule 2 | | LIST AND DETAILS OF VEHICLES | 148 out of existing 250 ambulances are completing 5 years of age by the end of 2021. Hence, they are getting condemned. Kindly clarify Government's Policy of the condemnation of the same and replacement thereof. We also request the authority to exclude all such vehicles from penalty clause provisions for repair/maintenance and on road quantity of ambulances. | Please refer to Corrigendum-I |
| 69. | Schedule 3: Performance Standards and Operating Protocols | 3.2. a. | The ALS Ambulance should reach the site of emergency within the following prescribed time ("Response Time" standard). (i) Response Time for urban areas should be maximum of 30 minutes (ii) Response Time for rural areas should be maximum of 45 minutes | 1. Response time can be high if the distance to be travelled till scene is high. Since Ambulance assignment is not in scope of Service Provider, the Service Provider should not be penalised if the distance travelled in so high that it can't be reached within the time given in the contract document.<br><br>In Urban Area generally it is seen that due to traffic maximum 15 km can be travelled within 30 minutes. Beyond 15 km this penalty should not be applicable.<br><br>Similarly, in Rural area if distance to be travelled to scene is more than 25 km then response time standard of 45 minutes should not be applicable and no penalty should be levied in such case. | No Change |

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| | | | | 2. As on an average of 3 ambulances per district, covering large districts in 45 minutes is not practically feasible with the current fleet, kindly amend this clause as:<br>(i) Response Time for urban areas should be maximum of 30 minutes for 10 kms distance and thereafter on a prorated basis(ii) Response Time for rural areas should be maximum of 45 minutes for 10 kms distance and thereafter on a pro-rated basis.<br><br>3. What is current response time. Request you to also consider time vs Kms logic for calculation of response time 1.5 mins for every KMs. The response time should be calculated across the fleet and over the month. Only those calls for which the pick up point is not more than 20 KMs in urban areas and 30 Kms in Rural areas should be considered for determining adherence to the response time stipulations. (based on logic of 1.5 Min for every KMs) | |
| 70. | Schedule 3 (Part II): Performance Standards and | 3.2. b | Response time is defined as the time taken to reach the site of emergency after the call is received from the ARC | Please clarify | Please refer to Corrigendum-I |

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| | Operating Protocols | | | | |
| 71. | Schedule 3 (Part II): Performance Standards and Operating Protocols | 3.2. c (i) | Time of Call received- shall be defined as the time at which the ARC called the Service Provider through telephone or any other source (fire service, police etc.) | 1. Please clarify ARC vs Service Provider here. And please define 'Time of Call received' and how this is qualified.<br>2. Actually it should be the time of the end of the call i.e. replacement of receiver on the cradle, and not that of call received. Many a times it happens that the caller prolongs the talks by talking vague or irrelevant in his desperation and this may affect the response time adversely. Hence, it is more apt to calculate the response time once the caller gives entire information and the receiver is replaced on the cradle. | Please refer to Corrigendum-I |
| 72. | Schedule 3 (Part II): Performance Standards and Operating Protocols | 3.2. c (il) | Time of Arrival on Scene - shall mean the time at which an ALS Ambulance personnel (the driver) notifies the ARC that the ALS Ambulance has reached the nearest public access point to the Patient. | Please allow this to be reported on software | Please refer to Corrigendum-I |
| 73. | Schedule 3: Performance Standards and Operating Protocols | 3.4 .a Sl. No. 1 | The Service Provider will be required to develop Standard Operating Procedures (SOP) for the ALS Ambulances operations at least 30 days prior to the Commencement Date for acceptance and approval by the Authority. | • The first submission of SOP should be construed as compliance to condition precedent and the Authority should approve the submission within 15 days to avoid any delay in project commencement. | Please refer to of Corrigendum-I |

| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| 74. | Schedule 3: Performance Standards and Operating Protocols | 3.4 .a Sl. No. 2 | The Standard Operating Procedure shall be developed by the Service Provider and approved by the Authority before the operations of the ALS Ambulances commence. The Authority shall review and communicate its approval or need for changes within a period of fifteen days from the date of submission of the draft Standard Operating Procedure by the Service Provider and in the event no response indicating either the approval or need for specific amendments is received by the Service Provider, then the Authority shall be deemed to have approved the draft Standard Operating Procedure submitted by the Service Provider. | • The SOP will be reviewed at periodic intervals for any modifications and improvements. | Please refer to of Corrigendum-I |
| 75. | Schedule 3: Performance Standards and Operating Protocols | Clause 3.2 (d) | For the purpose of this Agreement, Emergency Calls is defined all calls for providing ALS Ambulance request requiring the response as per the Standard Operating Protocols for ARC approved by the Authority. It shall exclude all hoax calls, repeat call, crank calls, calls without address of patient, other emergency calls like police & fire and calls | From this clause it is not clear whether any police & fire emergency calls should be responded to or not. Need clarification. | Please refer to Corrigendum-I |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| 76. | Schedule 3: Performance Standards and Operating Protocols | Clause 3.4 (b) | Hospital to home transfers are considered out of the scope of services that the Service Provider can provide. | Are calls for such transfers to be rejected by the ARC? and even when directed by the CMO / Nodal Person / District Authority? Are all calls by CMO / Nodal person / District Authority considered as valid calls for providing ALS Ambulances or does the ARC have the right to refuse or is the ARC expected to use his discretion to decide in such cases. | Please refer to of Corrigendum-I |
| 77. | Schedule 3 (Part II): Performance Standards and Operating Protocols | 3.5.a.1 | From the time of receipt of call at the ARC the ALS Ambulance must be dispatched in 300 seconds during Day-time and 600 seconds during Night-time (8PM to 8AM). | Actually, it should be the time of the end of the call i.e. replacement of receiver on the cradle, and not that of call received. Many a times it happens that the caller prolongs the talks by talking vague or irrelevant in his desperation and this may affect the response time adversely. Hence, it is more apt to calculate the response time once the caller gives entire information and the receiver is replaced on the cradle. | Please refer to Corrigendum-I |
| 78. | Schedule 3 (Part II): Performance Standards and Operating Protocols | 3.5.a.2 | The Service Provider should ensure that the ARC should have 4 ARC Executives and 1 Physician. | Please confirm if the same numbers are required for night shift as well or can be lowered. | Please refer to Corrigendum-I |
| 79. | SCHEDULES TO THE DRAFT SERVICE AGREEMENT: PART – II | 4.1 (e) Reporting Obligations | The Service Provider will also be subject to community monitoring and feedback and this will be a key component of performance evaluation of the Service Provider. | 1. Please define.<br>2. What percentage of the total served jobs should be targeted for the feedback? And, what percentage of the total feedback should be generated against the overall jobs. | Please refer to Corrigendum-I |

| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| 80. | Schedule 4: Reporting, Monitoring and Supervision | Response & Reach Time Compliance<br><br>Clause 4.2.2.I | A list of each and every emergency call received from ARC for which Service Provider did not meet the response time standard for each Emergency Response Zone | Please define "Emergency Response Zone" | Please refer to Corrigendum-I |
| 81. | Schedules to the Draft Service Agreement: Part – II | 4.2 Data and Reporting requirements | 1) Essential Patient Care Record (PCR) and Assignment Data<br>i. Service Provider shall utilize an electronic patient care record system (ePCR) approved by the Authority for patient documentation on all EMS system responses including patient contacts, cancelled calls, and non-transports. The PCR shall be accurately completed to include all information required by the Authority, and information will be distributed according to established Authority Policies and Procedures. | Should the ePCR include the signature consent of the patient party? If yes how the Thumb impression consent should be taken if the patient party is illiterate? Alternately we can have the Manual PCR and then scan it and send it to authority within the timeline agreed upon mutually. | Please refer to Corrigendum-I |
| 82. | Schedule 4: Reporting, Monitoring and Supervision | Response & Reach Time Compliance Clause 4.2.2.III | ..Emergency Response Zone where there was a failure to properly record all times necessary to determine the response time; and, for patients meeting trauma criteria.. | Please define "meeting trauma criteria" and its linkage to damages, if any. | Please refer to Corrigendum-I |



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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | | | |
| 83. | Schedule 5: Damages | 5.2 S. No. 1a | Event:<br>Delay in response time: Delay in dispatch of ALS Ambulance In the event of delay in dispatch of ALS Ambulance, measured as time lag between assignment by Dial 112 and Dispatch of ALS Ambulance beyond the maximum permissible response time of 300 seconds during daytime and 600 seconds during night-time (8 PM to 8 AM).<br>Penalty:<br>For each instance of Delay in Response Time through Delay in Dispatch of ALS Ambulance by the Service Provider, subject to tolerance of maximum 150 minutes per Ambulance per month, a Penalty computed at the rate of Rs. 10 shall be deducted for delay of every 1 minute thereafter. | 1. No penalty should be applicable under the following conditions:<br>• In case of wrong assignment by the ARC i.e. if a very far away ambulance is assigned whereas many nearby Ambulances are available and free to take the case. Such wrong assignment by ARC may lead to reassignment and hence delay in start time/dispatch of ALS Ambulance.<br>• If all the ALS Ambulances are busy during the assignment by ARC and cannot response within the stipulated time of 300 seconds during daytime and 600 seconds during night-time (8 PM to 8 AM).<br>• The tracking mechanism of instances where the ALS Ambulance is busy with previous assigned case, should be available parallel to both, the authority and the service provider for the purpose of non-applicability of penalty condition relevant ALS Ambulance dispatch and response time in line with the RFP conditions. | Please refer to Corrigendum-I |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | | 2. Whether this is average per fleet calculation or each ambulance calculation will be separate? Response time calculation should be averaged across the complete fleet over a month. Average response time stipulated should be a function of the distance covered. So it not be more than 1.5 minutes for every Km travelled. Any excess time on this can be penalised proportionately. In order to calculate the response time, it is also advisable that the GPS installed should have a button panel installed so that every event of the Ambulance is captured by the GPS automatically. When a driver gets a call, he can press a button on GPS to indicate start time. Likewise he can press a button on GPS to indicate reach time at the patient. This is a full proof method of capturing the exact response time. | Please refer to Corrigendum-I |
| | | | | 3. Dispatch time should be calculated as an average of the dispatch times of all the ambulances for all trips put together in a month. We request the department to consider the average dispatch times for all ambulances for all calls for a month instead of considering the delay in dispatch time for each ambulance. It may so happen that, in some cases the dispatch time may be much lesser than required and sometimes it may cross the permissible limit. Hence, the | Please refer to Corrigendum-I |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | | department should decide penalty amount on the delayed average dispatch time of all ambulances for entire month. Secondly, the delay in dispatch of ambulance should be time lag between the time instance of end of emergency call at ARC and dispatch of ALS ambulance. | |
| 84. | Schedule 5: Damages | 5.2 S.No. 1a | For each instance the ALS Ambulance needs to report to a site where it is normally not expected to be stationed, and the delay is beyond the maximum permissible response time (30 minutes for Urban areas and 45 minutes for rural areas). | The rate of damages is rather high. This may therefore please be amended as follows: For each instance of Delay in Response Time through Delay in Dispatch of ALS Ambulance by the Service Provider, subject to tolerance of maximum 150 minutes per Ambulance per month, a Damages computed at the rate of Re. 1/- shall be deducted for delay of every 1 minute thereafter.<br>The response time in addition to other factors primarily depends upon the distance. This may please be amended as follows: For each instance the ALS Ambulance needs to report to a site where it is normally not expected to be stationed, and the delay is beyond the maximum permissible response time (30 minutes for Urban areas and 45 minutes for rural areas where the site is within 10 kms from base location. The maximum response time shall be increased proportionately by 30 mins in urban areas and 45 mins in rural areas for every 10 kms increase thereafter). | Please refer to Corrigendum-I |
| 85. | Schedule 5: Damages | 5.2 S. No. 1b | <u>Delay in response time: Delay in Arrival of ALS Ambulance:</u> | Arrival time should be calculated as an average of the arrival times of all the ambulances for all trips put together in a month. We request the department to consider the average arrival | No Change |

| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | | times for all ambulances for all calls for a month instead of considering the delay in arrival time for each ambulance. It may so happen that, in some cases the arrival time may be much lesser than required and sometimes it may cross the permissible limit. Hence, the department should decide penalty amount on the delayed average arrival time of all ambulances for entire month. | |
| 86 | Schedule 5: Damages | 5.2 | Operation related Damages; Ensure and procure installation and mounting of Mobile Data Terminal in all the 250 ALS Ambulances; | 1. The Authority should not levy any kind of penalty on the Service Provider, till the continuation of COVID-19 Pandemic Situation.<br>• The Authority should allow six months moratorium period for the Service Provider from the fixing, testing and commissioning of GPS, Smart Phones and new software by the Authority. Since there is lot of change in process and dependency on Authority and third party related to the new system establishment and integration requirement hence this moratorium period for stabilization of system is extremely necessary. The Authority should not levy any kind of penalty on the Service Provider during the Moratorium period.<br>• The penalty amount should not exceed maximum 10% of the Variable Fee payable to the service provider on monthly basis. This is very essential for the project to remain viable and run smoothly.<br>2. As the MDT is provided by authority, any delay or communication error caused by | Please refer to Corrigendum -I<br><br>No change |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | | MDT resulting in despatch or arrival delay needs to be waived off from damages. | |
| 87. | Schedule 5<br><br>Operation related Damages - Feedback from User - Damages: | 5.2.4 | • 80% of the calls have received a feedback rating above 3: no Damages<br>• 70% - 79% of the calls have received a feedback rating above 3: 2% of Total Monthly Payment (including Management Fee) after all other KPI deductions (except this)<br>• Less than 70% of the calls have received a feedback rating above 3: 4% of Total Monthly Payment (including Management Fee) after all other KPI deductions (except this) | • This may please be amended as follows: 60% of the calls have received a feedback rating above 3: no Damages<br>• This may please be amended as follows: 50% - 59% of the calls have received a feedback rating above 3: 0.5% of Total Monthly Payment (including Management Fee) after all other KPI deductions (except this);<br>• This may please be amended as follows: Less than 50% of the calls have received a feedback rating above 3: 1% of Total Monthly Payment (including Management Fee) after all other KPI deductions (except this) | Please refer to Corrigendum-I |
| 88. | Article 4 Engagement of The Service Provider | 4.2 (ix) | Provide access to real-time ambulance location data based on Global Positioning System (GPS) and Mobile Data Terminal (MDT); and ensure and procure that at no given time MDT / GPS shall be closed or shut. | 1. Smart Phone and/or GPS Removal for repair and maintenance should not be penalised by allowing at least 10% of operational ambulance for such repair and maintenance.<br>• No penalty should be applicable in case of non-functioning of Smart Phone and/or GPS due to technical fault.<br>• No penalty should be applicable in case of non-functioning of GPS upto 48 hours which is the minimum time to be allowed for repair. | Please refer to Corrigendum-I |
| 89. | Schedule 5: Damages | 5.2 Sl. No.3 | Operation related damages<br>Event of GPS / MDT tampering or removal from any Ambulance: In case it is determined that the GPS/ MDT device fitted in any of the Ambulance has been | | |

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| | | | tampered/ removed or made non-responsive in any other way, then for each instance of tampering/ removal, the Service Provider shall be liable to pay Damages equivalent to Rs 25,000/- for each such instance. | • Due to connectivity issues the Smart Phone and/or GPS may be not reachable then the penalty should not be made applicable.<br>• Due to the abovementioned points regarding repair and maintenance of Smart Phone and/or GPS connectivity issues, dark zone etc., it may not be possible to get the GPS data accurately, during such instances manual data may kindly be permitted. This manual data may be limited to 10% of the total data.<br>• If the Smart Phone and/or GPS is not integrated with the ARC due to problem in the software then no penalty should be levied on the Service Provider.<br>2. We request you to give the minimum threshhold time for the same after identifying the default. Generally 5% of the devices are permitted to be non responsive for 48 hours, after which if default is not resolved, then penalty can be imposed. Also we request you to reduce damaged from 25,000/- to 10,000/- for tampering or removal of GPS tracking devices.<br>3. Since, GPS tracker is an electronic device, it may have natural breakdown or non-functionality. Kindly allow a suitable downtime for repair or replacement of the same. | Please refer to Corrigendum-I |
| 90 | Schedule 3: Performance Standards and Operating Protocols | 3.4 .a Sl. No. 2 | The Standard Operating Procedure shall be developed by the Service Provider and approved by the Authority before the operations of the ALS Ambulances commence. The Authority shall review and communicate its approval or need for changes within a period of fifteen days from the date of submission of the draft Standard Operating Procedure by the Service Provider and in the event no response indicating either the approval or need for specific amendments is received by the Service Provider, then the Authority shall be deemed to have approved the draft Standard Operating Procedure submitted by the Service Provider. | | |

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| 91. | Schedule 5: Damages | 5.2 Sl. No.3 (b) | Event<br>If, during ongoing supervision and monitoring, any of the following high severity defaults/shortcomings are identified in any operational Ambulance:<br>i. Non-functioning of air-conditioning of Ambulance<br>ii. Non-functioning of any Advanced Life Support equipment in the Ambulance<br><br>Penalties<br>Rs. 10,000 for each default. | 1. Kindly consider reduction to Rs 1,000 from Rs. 10,000. The report of supervision and monitoring should be given real time to service provider for taking necessary corrective actions.<br>2. We request you to give the minimum threshhold time for the same after identifying the default. Generally 48 hours are given for the repairs/maintenance of these items after which if default is not resolved, then penalty can be imposed. Also we request you to reduce damages from 10,000/- to 5,000/- for each default. | No Change<br><br>No Change |
| 92. | 5.1 | Penalties- Delays in Commencement of Operation | Section is blank | Please exclude delays due to authority's or current operator's handover process | Please refer to Corrigendum-I |
| 93. | Schedule 5(Part II) | 5.2 (4) | 70% - 79% of the calls have received a feedback rating above 3: 2% of Total Monthly Payment (including Management Fee) after all other KPI deductions (except this)<br>Less than 70% of the calls have received a feedback rating above 3: 4% of Total Monthly Payment | These penalty rates are very high and unrealistic for emergency service. Please reconsider the damage rates and also clarify on the feedback collection mechanism.<br><br>These penalty rates are very high and unrealistic for emergency service. Please reconsider the damage rates and also clarify on the feedback collection mechanism. | Please refer to Corrigendum-I |

| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | (including Management Fee) after all other KPI deductions (except this) | | |
| 94. | Schedule 10 (Part II) | Specification of GPS | User Interface (UI) should be able to integrate with our existing CAD system. | What CAD system is being referred here? | . Please refer to Corrigendum-I |
| 95. | Schedule 10 (Part II) | Specification of GPS | PoC is also to be completed prior to procurement. | Please clarify on Poc | Please refer to Corrigendum-I |
| 96. | | General | | Are all vehicles handed over completely fabricated or is the SP required to do any fabrication at its end? | Please refer of Corrigendum-I |
| 97. | Schedule 5: Damages | Penalty table | | We request you to kindly cap the maximum penalty to the extent of 10% of the billing so that project will be financially feasible and will not affect going concern issue. | No Change |
| 98. | Schedule VI-B | NA | Government order defining life of ambulance | We request you to kindly reconsider the criteria for replacement of ambulance by 2.5 Lakhs KMs or 5 years in aging whichever is earlier this is considering the fact that these are emergency ambulances requiring the upkeep to serve the maximum cases. | No change |
| 99. | | General | | The history of vehicle repair should be available for the last tenure. | No Change |
| 100. | | General | | The history of RTO related documents and insurance should be available | No Change |
| 101. | | General | | With reference to Labour law, we believe that Crew Pilot and EMT will be Considered as Skilled category as per state minimum wages, since its required considerable independent judgement while discharging their duties. Accordingly minimum wage for the Crew Pilot | No Change |

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| | | | | and EMT will be based on Skilled category. Also the crew pilot and EMT will be managed as per the requirement of labour laws enforced in the state of UP. Kindly confirm if this is okay | |
| 102. | Schedule 5: Damages | 5.6 | Any Damages payable under this Agreement shall be recovered through deductions from Monthly Payment payable by the Authority. In the event the Damages exceed Monthly Payment the same shall be recovered by the Authority from the encashment of the Performance Guarantee. | Kindly add provision/clause of limitation of liability which should ideally be limited to security deposit submitted by the bidder/service provider | No Change |
| 103. | | General | | Is the service provider expected to take back the medical equipment and other infrastructure created by the service provider at his own cost, in the ambulance after the end of the contract period? | Please refer to Corrigendum-I |
| 104. | | General | | Price Bid (Online BOQ):- Kindly ask the rate per km for a fixed minimum kilometre per month per ambulance, say 2000 kms per month. If the average running of all the ambulances exceeds the 2000 km mark, then the Department can pay the Service provider for those extra kms, say @Rs. 10 per km. This will bring all the bidders on a common platform and thus will bring parity to the financial bids. | No Change |
| 105. | | General | | As per the presentation by the Authority during the online pre bid meeting dated 25-01-2021, it was mentioned that the bidders are required to submit the physical documents like EMD -BG, Power of Attorney, etc well in advance. | No Change |

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| | | | | However, in the previous tender the BG favouring details were amended very late (nearing the last date of submission). Hence, in such case even if the bidders submit these documents in advance, the amendments need to be incorporated and resubmitted. In case some cases the original documents also may be required (which are already submitted in advance) to incorporate the amendments. This incurrs additional cost and time. Therefore we request the department to kindly allow the submission of original documents in physical form within 10 days after the last date of bid submission. | |

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Request for Qualification (RFP) For

Implementation, Operation and Maintenance of Advanced Life Support (ALS)

Ambulance Services in Uttar Pradesh

CORRIGENDUM-II

Bid Ref. No.: 287/SPUM/NHM/EMTS/ALS/20-21

Date: [***]

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| S.N. | Clause Ref. | Existing Clause | New Clause/Modified Clause |
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| **Instruction to Bidders** | | | |
| 1. | Clause 2.11.5 of RFP (Part-I) | The original hard copy of the Enclosures to Bid shall be addressed and submitted on or before Bid Due Date at the following address:<br><br>DESIGNATION: GM Procurement, NHM<br>ADDRESS: 19A, Vidhansabha Marg, Lucknow -226001<br><br>TELEPHONE NO: 0522 – 2237496<br>E-MAIL ADDRESS: alstender.up@gmail.com | The original hard copy of the Enclosures to Bid shall be addressed and submitted **within 3 days of the BID submission date and time** at the following address:<br><br>DESIGNATION: GM Procurement, NHM<br>ADDRESS: 19A, Vidhansabha Marg, Lucknow -226001<br><br>TELEPHONE NO: 0522 – 2237496<br>E-MAIL ADDRESS: alstender.up@gmail.com |
| 2. | Clause 2.10.6 of RFP (Part-I) | The Bidders shall also be required to submit a hard copy of the following documents before the BID submission date ("Enclosures to Bid"):<br><br>a. Proof/receipt of payment of Document Fee;<br>b. Power of Attorney for signing of Bid in the prescribed format (Appendix III) supported with board resolution / charter document in favour of executant;<br>c. If applicable, the Power of Attorney for Lead Member of Consortium (Appendix IV) supported with board resolution / charter document in favour of executant;<br>d. Bid Security in the form of a bank guarantee, as per format in Appendix II; and<br>e. Joint Bidding Agreement (in case of Consortium) (Appendix V) | The Bidders shall also be required to submit a hard copy of the following documents **within 3 days of the BID submission date and time** ("Enclosures to Bid"):<br>a. Proof/receipt of payment of Document Fee;<br>b. Power of Attorney for signing of Bid in the prescribed format (Appendix III) supported with board resolution / charter document in favour of executant;<br>c. If applicable, the Power of Attorney for Lead Member of Consortium (Appendix IV) supported with board resolution / charter document in favour of executant;<br>d. Bid Security in the form of a bank guarantee, as per format in Appendix II; and<br>e. Joint Bidding Agreement (in case of Consortium) (Appendix V)<br><br>For the avoidance of doubt, the scanned copy of the abovementioned documents shall also be submitted with the Technical Bid on the e-Procurement Portal.<br><br>The hard copy of the Enclosures to Bid shall be typed and signed in indelible |

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| S.N. | Clause Ref. | Existing Clause | New Clause/Modified Clause |
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| | | For the avoidance of doubt, the scanned copy of the abovementioned documents shall also be submitted with the Technical Bid on the e-Procurement Portal.<br><br>The hard copy of the Enclosures to Bid shall be typed and signed in indelible<br>blue ink by the authorized signatory of the Bidder who shall initial every page.<br>All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. For avoidance of doubt, no hard copy of Financial Bid shall be submitted. | blue ink by the authorized signatory of the Bidder who shall initial every page.<br>All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. For avoidance of doubt, no hard copy of Financial Bid shall be submitted. |
| 3. | Appendix IA (13) 'Letter Comprising the Technical Bid' of RFP (Part-I) | I/We certify that the Directors / President / Chairperson / Trustee of our _____ (Please mention the exact nature of the entity such as Company / Society / Trust) M/s _____ or any Member of Consortium have not been criminally indicted or convicted of any offence nor is/are any criminal case(s) pending before any Competent Court. | I/We certify that the Directors / President / Chairperson / Trustee of our _____ (Please mention the exact nature of the entity such as Company / Society / Trust) M/s _____ or any Member of Consortium have not been criminally indicted or convicted of any offence as on Bid Due Date or the award of the Project. If any conviction it shall result in disqualification of the Bidder or cancellation of the Award, as the case may be.<br>Refer Annexure-I of Corrigendum-II |
| 4. | Appendix IA (14) 'Letter Comprising the Technical Bid' of RFP (Part-I) | I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors. | This Clause stands deleted.<br>Refer Annexure-I of Corrigendum-II |
| 5. | Clause 2.2.2A.I (a) of RFP (Part-I) | The Bidder should have experience of operating and maintaining fleet of at least 50 (fifty) Ambulances or Mobile Medical Unit in a single project for a continuous period of 365 days in the last 1(one) financial year immediately preceding the Bid Due Date. Further, it is clarified that in case the Bidder is a Single entity or in case the Bidder is a Consortium of entities, then the single or the Lead Member, as the case may be, shall be required to fully meet this Technical Capacity. | The Bidder should have experience of operating and maintaining fleet of at least **40 (forty)** Ambulances or Mobile<br>Medical Unit in a single project for a continuous period of 365 days in the last 1(one) financial year immediately preceding the Bid Due Date. Further, it is clarified that in case the Bidder is a Single entity or in case the Bidder is a Consortium of entities, then the single or the Lead Member, as the case may be, shall be required to fully meet this Technical Capacity. |

| S.N. | Clause Ref. | Existing Clause | New Clause/Modified Clause |
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| **Draft Service Agreement:** | | | |
| 6. | Clause 3.2(b) of Schedule 3: Performance Standards and Operating Protocols | Response Time Standards:<br>b. For the purpose of this Agreement, Response Time is defined as 300 seconds from call received OR call end time, whichever is earlier. | Response Time Standards:<br>b. For the purpose of this Agreement, Response time is defined as the time taken to reach the site of emergency after the call is received from the ARC. |
| 7. | Clause 8.1.16 of Article-8-Obligation of the Authority Part-II (Service Agreement) | In the event of total loss affecting the ALS Ambulance Service, the Authority shall make alternate arrangement of back up ALS Ambulance, at its cost and responsibility. These back up ALS Ambulances shall be in compliance with the Specifications provided for ZIQITZA HEALTHCARE LIMITED MUMBAI Med Care 365 Medical Services Private Limited Authorised Signatory | This Clause stands deleted. |

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अपर्णा यू०
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राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

**Annexure-I of Corrigendum-II**

[On the letter head of the Bidder/ Lead Bidder]

**APPENDIX IA**

**LETTER COMPRISING THE TECHNICAL BID**

***(Refer Clause 2.1.5, 2.11 and 3.2)***

To,

Directorate of Medical & Health Services
Government of Uttar Pradesh
Lucknow
Uttar Pradesh

Tele: [**]

E-mail: [**]

**Sub:** Technical Bid for Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh

Dear Sir,

1. With reference to your RFP document dated ……..[1], I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Service Provider for the aforesaid Project, and we certify that all information provided in the Bid and in Annexures-I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as a Service Provider for the Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

[1] All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.

5. I/ We acknowledge the right of the Authority to reject our Bid 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.

6. I/ We certify that in the last three years, we/ any of the Consortium Members 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.

7. I/ We declare that:

(a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.

(b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document;

(c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. 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 Clause 2.15.2 of the RFP document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy (ies) the Financial Capacity criteria and meet(s) all the requirements as specified in the RFP document.

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10. 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 Bid for this Project.

11. 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.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the 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.

13. I/We certify that the Directors / President / Chairperson / Trustee of our _____ (Please mention the exact nature of the entity such as Company / Society / Trust) M/s _____ or any Member of Consortium have not been criminally indicted or convicted of any offence as on Bid Due Date or the award of the Project. If any conviction it shall result in disqualification of the Bidder or cancellation of the Award, as the case may be.

14. Intentionally left blank

15. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Annexure-VI of Appendix IA thereof.

16. 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 provisions of this RFP, we shall intimate the Authority of the same immediately.

17. The Statement of Legal Capacity as per format provided at Annex-V in Appendix IA of the RFP document, and duly signed, is enclosed. The Power Of Attorney for Signing of Bid and [the Power of Attorney for Lead Member of Consortium][2], as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.

[2] To be retained only in case Bidder is a Consortium

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18. [I/We acknowledge and undertake that our Consortium is qualified on the basis of Technical Capacity and Financial Capacity of those of its Members, who shall have an equity share of at least 26% (twenty six per cent) of the subscribed and paid up equity of each in the SPV, provided that each such Member shall, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV and the Lead Member shall hold at least 51% (Fifty one percent) of the subscribed and paid up equity in the SPV until the expiry of the Agreement Period; We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Service Agreement in respect of Change in Ownership. The Consortium Member shall collectively undertake that they shall hold at least 100% (hundred per cent) of the subscribed and paid up equity of the SPV at all times until the expiry of the Agreement Period.][3]

19. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection as Service Provider under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Service Agreement, it would, notwithstanding anything to the contrary contained in the Service Agreement, be deemed a breach thereof, and the Service Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

20. I/ We understand that the Selected Bidder shall be an existing company incorporated in India, or be a society or a trust incorporated under applicable governing laws; or any combination of them.

21. 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 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.

22. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

23. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of rights under the Service Agreement

[3] To be retained only if the Bidder is a Consortium

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24. I/We offer a Bid Security of INR [2,00,000,00]/- (Rupees [two crores] only) to the Authority in accordance with the RFP Document, enclosed in the format as provided in Appendix II of the RFP.

25. Intentionally Left Blank.

26. The documents accompanying the Technical Bid, as specified in Clause 2.11.1 of the RFP, have been submitted.

27. 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 / right is not awarded to me/us or our Bid is not opened or rejected.

28. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, the Service Agreement, our own estimates of costs and after a careful assessment of the site situations, and all the prevailing conditions that may affect the implementation of the Project.

29. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

30. [We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Service Provider under the Service Agreement till the Commencement Date in accordance with the Service Agreement.][4]

31. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

32. I/We have read Clause 2.2.1A regarding restrictions on procurement from countries which share a land border with India and on sub-contracting to contractors from such countries; I/We certify that this bidder is not related to any entity from such a country or, if in case it is so related, it has been registered with the Competent Authority as provided in Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division and will not sub-contract any work to a contractor from such countries unless such contractor is registered with such Competent Authority. I/We hereby

[4] To be retained in case of consortium, only.

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certify that this bidder fulfils all requirements in this regard as mentioned in this RFP and the aforesaid Order and is eligible to be considered.

33. Intentionally Left Blank.

34. I/ We hereby submit our Bid as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Service Agreement.

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

**Yours faithfully,**

**Date:**

**(Signature, Name and designation of the Authorised signatory)**

**Place:**

**(Name and seal of Bidder/Lead Member)**

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अपर्णा यू०
निदेशक
राष्ट्रीय स्वास्थ्य मिशन, उत्तराखण्ड

## Response to Queries of 2nd Pre-Bid Meeting dated 03.04.2021: Request For Proposal For Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh

| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
|---|---|---|---|---|---|
| 1. | Brief description of Bidding Process (Part I of RFP) | 1.2.4 | It is hereby instructed that the Bidders are to submit a scanned copy of the Bid Security along with the soft copy submission of the Technical Bid on the e-Procurement Portal. The Bidder(s) shall also submit the original Bid Security (in the form of Bank Guarantee as per the format prescribed in this RFP) in hard copy. | What does the department exactly mean by scanned copy of the Bid Security along with the soft copy submission on the e-procurement portal? Because, ideally the soft copy submission itself means a scanned copy. Kindly clarify the same. | Please refer to Clause 2.10.6 and 2.11 of RFP (Part-I) of Corrigendum-I in the form of RFP uploaded on 20.03.2021 |
| 2. | Part I of RFP | 1.2.7. A.ii | In case the non-operational ALS Ambulances are more than 5%, then there would be proportionate deduction from the Fixed Fee, for every percentage (%) shortfall below the threshold limit of 95% availability of ALS Ambulance. | 1. Kindly calculate the average shortfall of operational ambulances below 95% on monthly basis instead of daily basis and apply the penalty.<br>2. As there is a penalty of 1% for short fall in availability of ALS on a day-to-day basis is it not fair to provide for additional compensation when the kms travelled by the ALS on any given day falls below a threshold so that the service provider is not put to a loss for no fault of the service provider. Amendment Suggested to be added suitably in the clause: In the event on any day any ALS Ambulance which is available, is not called / referred, to provide the ALS Services and hence not billable, | No Change. This is life saving service required availability 24*7. Therefore, it has to calculated on daily basis.<br><br>Please refer to Corrigendum-I in the form of RFP uploaded on 20.03.2021. |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | | the Authority shall give a credit of 150 billable kms for such Ambulance on that particular day for the purpose of billing to enable it to cover its basic costs. | |
| 3. | Part I of RFP | Clause 1.2.7 (B) | Financial Bid shall be invited under the RFP on the basis of Lowest rate per KM required by the Bidder for implementing the Project (hereinafter referred to as "Financial Quote"). The utilization data of the last 17 months of ALS Ambulances is provided in Schedule 6D of this RFP. The Agreement Period is pre-determined, as indicated in the Service Agreement. The Lowest Financial Quote shall constitute the sole criteria for shortlisting the qualified and responsive Bidder. Subject to Clause 2.15, the Project will be awarded to the Bidder quoting the Lowest Financial Quote. In this RFP, the term "Lowest Bidder" shall mean the Bidder who is offering the Lowest Financial Quote. | Kindly adopt QCBS evaluation method. | No change |
| 4. | Part I of RFP | Clause 1.2.7 (C) | 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 | How are the Fixed Costs of Equipment for ALS Ambulances, ALS Response Centre Capital Expenditure, Software Procurement & Development Expenditure etc. to be treated as Variable Costs and recovered thru Rate per KM without the denominator / threshold (No. of | No Change. |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | expenditure in procuring the specified equipment for the ALS ambulances; the capital expenditure for the ALS Response Centre like hardware, software, furniture, fixture etc; expenses incurred for developing / obtaining standard operating protocols and procedure documents; district mapping; and any other related costs. | Kms.) being fixed / assured? **Amendment Suggested to be added suitably in the clause: Based on past years data it is envisaged that the ALS Ambulances will travel 180 kms per Ambulance per day. In the event on any day any ALS Ambulance which is available, is not called / referred, to provide the ALS Services and hence not billable, the Authority shall give a credit of 150 billable kms for such Ambulance on that particular day for the purpose of billing to enable it to recover its basic costs.** | |
| 5. | Part I of RFP | 2.2.2. (A) I (a) | The Bidder should have experience of operating and maintaining fleet of at least 50 (fifty) Ambulances or Mobile Medical Unit in a single project for a continuous period of 365 days in the last 1(one) financial year immediately preceding the Bid Due Date. Further, it is clarified that in case the Bidder is a Single entity or in case the Bidder is a Consortium of entities, then the single or the Lead Member, as the case may be,shall be required to fully meet this Technical Capacity. | Sir, we at BVG India Ltd., are successfully operating and managing 48 number of Mobile Medical Units for the Government of Maharashtra since 2018. Because of the eligibility condition of 50 ambulances, merely for a shortfall of 2 ambulances, we do not fit in the eligibility. Keeping in view the vast experience of our company and one of the competitive and capable contenders, we request you to kindly suitably modify the clause by allowing +/- 10% variation in the number, so as to enable us to fulfil the criteria. | Please refer to Corrigendum-II |
| 6. | Part I of RFP | Appendix IA 14 | I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or | This certification seems more of an obligation or an imposition that no investigation is pending with any regulatory authority. Also, a pending investigation does not necessarily mean that the entity under investigation is guilty. As per | Please refer to Corrigendum-II |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | against our CEO or any of our directors | Indian Law, "A person is considered innocent until proved guilty". Hence, any investigation pending with the regulatory authority cannot be legal ground for disqualification /barring from bidding the tender unless convicted by the appropriate court for the investigation case in question. And, any considerably big organization are bound to have some cases pending with Judicial system or with any other regulatory authority. This does not mean that they are defaulters, unless documented by the respective authority. Thus, kindly clarify what certificate is expected from a bidder whose investigation is pending, but still no order or verdict is passed by such concerned authority. Ideally department may ask for the declaration of details of pending litigations from bidder along with an undertaking that those pending litigation shall not have any potential bearing on project in question. | |
| 7. | Part I of RFP | Section-9 | Pact Duration<br>This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made. | Since it is a Service Contract and liability on the service provider ends after HOTO of project facilities to the department, the expiry period of 12 months is inordinate. Such period of 12 months is applicable in civil contracts for the purpose of the defect liability of the structures. In this case, we request you to kindly make it 3 months after the end of contract, irrespective of the payment being made or not. | No Change |
| 8. | Part I of RFP | w | In the event of any such change in the number of ALS Ambulances by the Paying / Implementing | In such a case how will the equipment get amortized?<br>The initial equipment will be amortized over a | No Change. |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | 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 as per the terms of the Service Agreement. | period of 5 years which the bidder will consider during bidding and its EMI will be factored in its price bid. If there is a change in the number of ALS ambulances i.e. new ambulances are procured, say after 2 to 3 years after the initial date of start of contract, then in that case the calculation of EMI/amortization of the bidder will fail. Hence, it will be better and feasible if the equipments are reimbursed by the department. Else, the tenure of the newly procured and operationalized ambulances should be continued for 5 years from its date of operationalization.<br>Or, the pending EMI for such equipments (which will be procured by the service provider at a later stage, apart from the equipments procured for the initial 250 ambulances) after the date of end of contract, i.e. 5 years, should be passed on to the new service provider or to be undertaken by the government. Hence, any procurement after the initial procurement for 250 ambulances will not amortize the equipement from bidders point of view. The same should be considered for premature termination also. | |
| 9. | Part II of RFP | 1.1.2.d | An ALS Ambulance will be dispatched to the site of emergency; the ALS Ambulance will provide advanced medical aid to the patient and then transport him/her to the nearest Referral Hospital, within a stipulated time frame. | Who will decide the referal hospital to which the patient is to be transported? | The CMS/CMO/Nodal Person/General Public shall specify the same. |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
|---|---|---|---|---|---|
| 10. | Part II of RFP | 1.1.2.k | ARC will ensure at least one (dedicated) phone line with at least four (4) dedicated channels to receive direct calls from CMS/CMO/Nodal Person/ general public. | Is the cost assosiated with the dedicated phone lines going to be borne by the Government? | Refer to clause 8.1.4 of Part-II (Service Agreement). Please refer to Corrigendum-I uploaded in the form of RFP on 20.03.2021. |
| 11. | Part II of RFP | 1.1.7.k | The Service Provider shall have to install Global Positioning System (GPS) and Smart Phone in all ALS ambulances to ensure all trip distances and ambulance locations are accurately recorded. The Service Provider shall provide GPS based real time trip data to the Authority for performance monitoring and payment purposes. Variance of only up to 10% in GPS data recording shall be acceptable. | GPS accuracy depends on sufficiently received signal quality. GPS signal gets affected due to multipath, atmosphere (i.e. ionosphere), electromagnetic interference etc. This leads to error in GPS signal, many a times. Moreover, it has been found in EMS service, in the past, that service providers have also managed the reading through GPS by adopting fraudulent practices. Whereas, the odometer of a vehicle has no such technological glitches. Thus, the odometer is the most reliable source of kilometre reading in the vehicle. Thus, we request the Authority to kindly consider odometer as the basis for calculating the distance and GPS data to be considered only for verification of authenticity of the odometer, which may have variation upto 10%. | No change |
| 12. | Part II of RFP | 1.4.1 | The Authority will provide the space to park the vehicles and such space will determined prior to the commencement Date. The setting up, renting, maintenance, and management of ARC premises will be the responsibility of the Service Provider and should be factored into the bid amount quoted by Service Provider. | Space provided should have electical charging facility, restrooms and other basic amenities for staff and should be free of cost to the service provider | No Change |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
|---|---|---|---|---|---|
| 13. | Part II of RFP | Schedule 2 | | 148 out of existing 250 ambulances are completing 5 years of age by the end of 2021. Hence, they are getting condemned. Kindly clarify Government's Policy of the condemnation of the same and replacement thereof. We also request the authority to exclude all such vehicles from penalty clause provisions for repair/maintenance and on road quantity of ambulances. | Please refer to clause 4.3 (v) of Part II (Service Agreement) Please refer to Corrigendum-I uploaded in the form of RFP on 20.03.2021. |
| 14. | Part II of RFP | 3.2. C. (i) | For the purpose of this Agreement, Response Time is defined as 300 seconds from call received OR call end time, whichever is earlier. | Actually it should be the time of the end of the call i.e. replacement of receiver on the cradle, and not that of call received. Many a times it happens that the caller prolongs the talks by talking vague or irrelevant in his desperation and this may affect the response time adversely. Hence, it is more apt to calculate the response time once the caller gives entire information and the receiver is replaced on the cradle. | No Change |
| 15. | Part II of RFP | 3.5.a.1 | From the time of receipt of call at the ARC, the ALS Ambulance must be dispatched in 300 seconds from call received OR call end time, whichever is earlier. | Actually it should be the time of the end of the call i.e. replacement of receiver on the cradle, and not that of call received. Many a times it happens that the caller prolongs the talks by talking vague or irrelevant in his desperation and this may affect the response time adversely. Hence, it is more apt to calculate the response time once the caller gives entire information and the receiver is replaced on the cradle | No Change. |
| 16. | Part II of RFP | 5.2. 1.a | Delay in response time: Delay in dispatch of ALS Ambulance | Dispatch time should be calculated as an average of the dispatch times of all the ambulances for all trips put together in a month. | No change |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
|---|---|---|---|---|---|
| | | | | We request the department to consider the average dispatch times for all ambulances for all calls for a month instead of considering the delay in dispatch time for each ambulance. It may so happen that, in some cases the dispatch time may be much lesser than required and sometimes it may cross the permissible limit. Hence, the department should decide penalty amount on the delayed average dispatch time of all ambulances for entire month. Secondly, the delay in dispatch of amulance should be time lag between the time instance of end of emergency call at ARC and dispatch of ALS ambulance. | |
| 17. | Part II of RFP | 5.2. 1.b | Delay in response time: Delay in Arrival of ALS Ambulance: | Arrival time should be calculated as an average of the arrival times of all the ambulances for all trips put together in a month. We request the department to consider the average arrival times for all ambulances for all calls for a month instead of considering the delay in arrival time for each ambulance. It may so happen that, in some cases the arrival time may be much lesser than required and sometimes it may cross the permissible limit. Hence, the department should decide penalty amount on the delayed average arrival time of all ambulances for entire month. | No Change. |
| 18. | Part II of RFP | 5.2 3 | In case it is determined that the Smart Phone and/or GPS tracker device fitted in any of the Ambulance has been tampered/ removed or made non-functional in any other way, then for each | Since, GPS tracker is an electronic device, it may have natural breakdown or non-functionality. Kindly allow a suitable downtime for repair or replacement of the same. | No Change |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | instance of tampering/ removal, the Service Provider shall be liable to pay Damages equivalent to Rs 25,000/- for each such instance. | | |
| 19. | Part II of RFP | 5.6 | Any Damages payable under this Agreement shall be recovered through deductions from Monthly Payment payable by the Authority. In the event the Damages exceed Monthly Payment the same shall be recovered by the Authority from the encashment of the Performance Guarantee. | Kindly add provision/clause of limitation of liability which should ideally be limited to security deposit submitted by the bidder/service provider | No Change |
| 20. | Part II of RFP | 5.7 | The Authority shall pay 80% of the invoice value to the Service Provider within 3 weeks from the date of receipt of the invoice. | Is this payment of 80% of invoice value in addition to the fixed monthly fee of Rs. 1 crore? | This is to clarify that payment will be 80% of total invoice value(Fixed + Variable for that month) |
| 21. | Part II of RFP | 9.1.1 | Performance Security | Banks don't give longterm BG. Please ask BG on annual value of contract which can be renewed every year, till the end of contract. | No Change. |
| 22. | General Query | | | Is the service provider expected to take back the medical equipment and other infrastructure created by the service provider at his own cost, in the ambulance after the end of the contract period? | No |
| 23. | General Query | | | Price Bid (Online BOQ) :- Kindly ask the rate per km for a fixed minimum kilometer per month per ambulance, say 2000 kms per month. If the average running of all the ambulances exceeeds the 2000 km mark, then the Department can pay the Service provider for those extra kms, say @Rs. 10 per km. This will | No Change |

| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | | bring all the bidders on a common platform and thus will bring parity to the financial bids. | |
| 24. | General Query | | | It is memtioned that the bidders are required to submit the physical documents like EMD -BG, Power of Attorney, etc well in advance. However, in the previous tender the BG favouring details were amended very late (nearing the last date of submission). Hence, in such case even if the bidders submit these documents in advance , the amendments need to be incorporated and resubmitted. In case some cases the original documents also may be required (which are already submitted in advance) to incorporate the amendments. This incurrs additional cost and time. Therefore we request the department to kindly allow the submission of original documents in physical form within 10 days after the last date of bid submission | Please refer to Corrigendum-II |
| 25. | Scope of services - 91 | Schedule 1 | ARC Executive shall have a minimum qualification of a Paramedic | Can we hire plus 2 science candidates for ARC executive? | No Change. |
| 26. | Scope of services - 96 | k | Service Provider should deploy trained staff in ALS ambulances only: Ambulance Personnel - Each Ambulance should have a Driver and an Advanced Cardiac Life Support Certified Emergency Medical Technician. | 1. Qualification of driver is not mentioned.<br>2. Qualification of EMT is not mentioned. Can we hire plus 2 science with Advanced Cardiac Life Support Certification. | Driver should have a valid driving license For EMT, refer to clause 2.2.2 (A) (II) (b) of RFP (Part-I). Please refer to Corrigendum-I uploaded in the form of RFP on 20.03.2021 |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| 27. | ARTICLE 7 – OBLIGATIONS OF THE SERVICE PROVIDER 144 | Obligations of Service Provider | The Service Provider shall inspect, examine and takeover in presence of Authority's representative, the existing ALS Ambulances, which are in the possession of and being operated by the existing operator as per Clause | 1. Need clarity if the new service provider needs to onboard the existing staff? If yes, what percent of the existing staff should be onboarded. | No change |
| 28. | 15 | 2.1.20 a | where, on the date of the Bid, not less than 25% (twenty five percent) 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 | Kindly amend this to " Where, on the date of the bid, not more than 49% of the aggregrate issued. Morever FDI policy for issued by Department of Industrial Policy and promotion also suggest that there is 100% FDI allowed for the healthcare sector. Since the Govt. is already allowed to have 100% FDI, then this particular requirement should be removed. | No Change. |
| 29. | 10-Performance Standard | 3.2 | The ALS Ambulance should reach the site of emergency within the following prescribed time ("Response Time" standard).<br>(i) Response Time for urban areas should be maximum of 30 minutes<br>(ii) Response Time for rural areas should be maximum of 45 minutes | 1. What is current response time. Request you to also consider time vs Kms logic for calculation of response time 1.5 mins for every KMs. The response time should be calculated across the fleet and over the month. Only those calls for which the pick up point is not more than 20 KMs in urban areas and 30 Kms in Rural areas should be considered for determining adherence to the response time stipulations. (based on logic of 1.5 Min for every KMs) | No Change. |

| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | | Please clarify the meaning of "where it is normally not expected to be stationed"<br>2. As on an average of 3 ambulances per district, covering large districts in 45 minutes is not practically feasible with the current fleet, kindly amend this clause as : **(i) Response Time for urban areas should be maximum of 30 minutes for 10 kms distance and thereafter on a prorated basis.(ii) Response Time for rural areas should be maximum of 45 minutes for 10 kms distance and thereafter on a prorated basis.** | |
| 30. | Appendix IA Letter comprising the technical bid (47) | 12 | I/We certify that the Directors / President / Chairperson / Trustee of our _____ (Please mention the exact nature of the entity such as Company / Society / Trust) M/s _____ or any Member of Consortium have not been criminally indicted or convicted of any offence nor is/are any criminal case(s) pending before any Competent Court. | We would like to bring it to the kind notice of your good self that pending case does not incriminate any company and does not prove that the company has committed any offense or crime. The law presumes a person to be innocent unless proved guilty beyond reasonable doubt. The latest law on the question has been laid down by the Hon'ble Supreme court of India by a five-Judge Constitution Bench in the case of Manoj Narula v. Union of India, reported in (2014) 9 SCC 1 wherein it has been stated that unless a person is convicted he is presumed to be innocent. We request your good self to reconsider this clause and allow all the companies except those Companies/Societies/Trusts or whose Directors/Members/Trustees have been debarred, blacklisted, banned, prohibited or | Please refer to Corrigendum-II |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | | convicted to participate in the tender. This clause should be amended as follows : " I/We certify that the Directors / President / Chairperson / Trustee of our _____ (Please mention the exact nature of the entity such as Company / Society / Trust) M/s _____ or any Member of Consortium have not been criminally convicted of any offence by any Competent Court. Please remove this requirement as there is a supreme court guidelines clearly stating that pending investigation does not incriminate any Company and does not prove that the Company has committed any offense or crime. | |
| 31. | 86 | Schedule 1 Scope of Work | Service provider will provide the 250 Als ambulances as mentioned in the list | While taking over the existing fleet, a one time refurbishment cost should be reimbursed to the incoming service provider by the authority. The working of medical equipment should be confirmed as in working condition during the hand over This is important to have clarity on this clause as service provider is now responsible to procure and maintain the equipments in the ambulance | No Change. Please refer to Corrigendum-I uploaded in the form of RFP on 20.03.2021. |
| 32. | 127 1. 6 ALS Response Centre (ARC) | 1.6.3 Broad system requirements for the ARC | Recognize the geographical area of the caller based on the incoming call number and should also assist the ARC personnel in identifying the ALS Ambulance nearest to the caller | Kindly confirm how the geographical area of caller will be determined based on the incoming call number. Currently as we understand, only 112 which is code for emergency with Ministry of Home is permitted to acccess the caller location. If NHM is intended to use 112 then we are okay, else any other number such as 108/102/104 will not have any such authority to access the caller location. Accordingly this | No change |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | | requirement can be removed. Also most of the calls are going to be made by the office of Medical officers which can be pre-mapped, and hence this facility is not required. Kindly clarify whether location details can be captured basis input given by caller during the call? | |
| 33. | 8.1 Obligations of Authority 152 | 8.1.6 | 8.1.16 In the event of total loss affecting the ALS Ambulance Service, the Authority shall make alternate arrangement of back up ALS Ambulance, at its cost and responsibility. These back up ALS Ambulances shall be in compliance with the Specifications provided for ALS Ambulances. | This contradicts with clause - 7.1.12 The Service Provider shall replace the ALS Ambulance, as per Schedule VI of Service Agreement or equivalent in case of total loss due to accident at its own cost and register the vehicle in the name of the Authority; | This Clause 8.1.16 of Part II (Service Agreement) stands deleted. |
| 34. | 24 ARTICLE 6 – PROJECT FACILITIES | 6.1 | Ownership all databases as well as intellectual property rights for the databases generated shall vest exclusively with the Authority. | Source code is with third party developer hence kindly remove, database will be with NHM. | No Change. |
| 35. | Part II: Schedules to the Draft Service Agreement - Page 31 | 1c | For each instance of calls not attended by the Service Provider - Rs.1000/- per instances, An amount equal to Rs. 1000/- will be levied as Damages for each instance of non-response. However, if Service Provider calls back/ reverts in 90% or more such | Please clarify, if service provider dispatches 90% of the cases requiring ALS ambulance services within average AHT of 5 minutes, then no damage shall be levied or if the service provider calls back for the instances not served within 5 minutes will be exempted from the damages. | 100% of the calls received must be attended and hence default is if any call received is not attended.<br>However, if the service provider (ARC) calls back within 5 mins then it not a default. Therefore if 90% of the calls that were missed /or otherwise not attended, are |

| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | 5.2 Operation related Damages | | cases within 5 (five) minutes, no Damages shall be levied. | | responded to by calling back within 5 mins, then no default damages is imposed. |
| 36. | 8 Part I of RFP | 1.2.4 | The Bidder is required to deposit, along with its BID, a Bid Security of Rs. INR 2,00,00,000/- (Rupees Two Crores only) (the "Bid Security"), refundable not later than **240 (two hundred and forty) days** from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Service Agreement. The Bidders will have to provide Bid Security in the form of a bank guarantee from a nationalized bank or a Scheduled Bank in India (defined hereafter) at Uttar Pradesh which is acceptable to the Authority. The bank guarantee to be provided shall have a validity period of not less than **240 (two hundred and forty) days** from the Bid Due Date, **exclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.** The Bid shall be summarily | The Bidder is required to deposit, along with its BID, a Bid Security of Rs. INR 2,00,00,000/- (Rupees Two Crores only) (the "Bid Security"), refundable not later than **180 (One hundred and Eighty) days** from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Service Agreement. The Bidders will have to provide Bid Security in the form of a bank guarantee from a nationalized bank or a Scheduled Bank in India (defined hereafter) at Uttar Pradesh which is acceptable to the Authority. The bank guarantee to be provided shall have a validity period of not less than **180 (One hundred and Eighty) days** from the Bid Due Date. The Bid shall be summarily rejected, if it is not accompanied by the Bid Security. The format for Bank Guarantee has been provided in Appendix II of this RFP. It is hereby instructed that the Bidders are to submit a scanned copy of the Bid Security along with the soft copy submission of the Technical Bid on the e-Procurement Portal. The Bidder(s) shall also submit the original Bid Security (in the form of a Bank Guarantee as per the format prescribed in this RFP) in hard copy. | No Change. |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | rejected, if it is not accompanied by the Bid Security. The format for Bank Guarantee has been provided in Appendix II of this RFP. It is hereby instructed that the Bidders are to submit a scanned copy of the Bid Security along with the soft copy submission of the Technical Bid on the e-Procurement Portal. The Bidder(s) shall also submit the original Bid Security (in the form of a Bank Guarantee as per the format prescribed in this RFP) in hard copy. | Validity of bids provided in point no. 9 of the table appended to Clause 1.3. Schedule of e-Procurement Activities at page no. 10 of Volume- 1 (Instruction to Bidder) of the RFP is 180 days from the bid due date.<br>Therefore keeping bid security for a period 240 days instead of 180 days would be arbitrary and unreasonable on the part of the Tendering Authority. Moreover, specific claim period of further 60 days is detrimental to the interests of the bidders. Since, no such conditions exist in NHM tenders for ambulatory services, floated in other States and keeping in view the fact that imposition of such conditions are harsh on the bidders, the proposed amendment is requested. | |
| 37. | | 2.1.7. (Page No. 11) | The validity period of the Bank Guarantee shall not be less than **240 (Two Hundred and Forty) days from the Bid Due Date with a claim period 60 (Sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.** The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall refundable not later than **240 (two hundred and forty) days** from the Bid Due Date except in the case of the Selected Bidder, who's Bid | The validity period of the Bank Guarantee shall not be less than **180 (One Hundred and Eighty) days from the Bid Due Date.** The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall refundable not later than **180 (One Hundred and Eighty) days from the Bid Due Date** except in the case of the Selected Bidder, who's Bid Security shall be retained till the Selected Bidder has provided the Performance Security under the Service Agreement.<br><br>Validity of bids provided in point no. 9 of the table appended to Clause 1.3. Schedule of e-Procurement Activities at page no. 10 of | No Change. |

| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | Security shall be retained till the Selected Bidder has provided the Performance Security under the Service Agreement. | Volume- 1 (Instruction to Bidder) of the RFP is 180 days from the bid due date. Therefore keeping bid security for a period 240 days instead of 180 days would be arbitrary and unreasonable on the part of the Tendering Authority.Moreover, specific claim period of further 60 days is detrimental to the interests of the bidders.Since, no such conditions exist in NHM tenders for ambulatory services, floated in other States and keeping in view the fact that imposition of such conditions are harsh on the bidders, the proposed amendment is requested. | |
| 38. | Part I of RFP | 2.2.2 (A) I.(a) (Page No. 21) | The Bidder should have experience of operating and maintaining fleet of at least 50 (fifty) Ambulances or Mobile Medical Unit in a single project for a continuous period of 365 days in the last **1 (one) financial year immediately preceding the Bid Due Date.** Further, it is clarified that in case the Bidder is a Single entity or in case the Bidder is a Consortium of entities, then the single or the Lead Member, as the case may be, shall be required to fully meet this Technical Capacity. | The Bidder should have experience of operating and maintaining fleet of at least 50 (fifty) Ambulances or Mobile Medical Unit in a single project for a continuous period of 365 days in the last **1 (one) year immediately preceding the Bid Due Date.** Further, it is clarified that in case the Bidder is a Single entity or in case the Bidder is a Consortium of entities, then the single or the Lead Member, as the case may be, shall be required to fully meet this Technical Capacity.<br>Financial Year has nothing to do with technical qualification. Financial year is only relevant for the purposes of financial qualification not technical experience.<br>Although the experience of operating and maintaining fleet of at least 50 (fifty) Ambulances or Mobile Medical Unit in a single project for a continuous period of 365 days in | No Change. |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | | last 1 (one) year has been sought but due to insertion of the term "Financial Year", by default experience of almost two years has been sought by the Tendering Authority. Since, financial year has no relevance with technical qualification and keep in view almost 2 years' experience has been sought from the bidder in the garb of 1 year, the proposed amendment is requested. | |
| 39. | Part I of RFP | 2.2.2 (A) II (a) (Page No. 22) | The Bidder should have an experience of (a) operating a fleet of at least 100 Vehicles for a continuous period of 365 days in the **last 1 (one) financial year** immediately preceding the Bid Due Date. Further, it is clarified that in case the Bidder is a single entity or in case the Bidder is a Consortium of entities, then the single entity or the Lead Member, as the case may be, shall be required to fully meet this Technical Capacity. | The Bidder should have an experience of (a) operating a fleet of at least 100 Vehicles for a continuous period of 365 days in the last **1 (one) year** immediately preceding the Bid Due Date. Further, it is clarified that in case the Bidder is a single entity or in case the Bidder is a Consortium of entities, then the single entity or the Lead Member, as the case may be, shall be required to fully meet this Technical Capacity. Financial Year has nothing to do with technical qualification. Financial year is only relevant for the purposes of financial qualification not technical experience. Although the experience of operating and maintaining fleet of at least 100 Vehicles for a continuous period of 365 days in last 1 (one) year has been sought but due to insertion of the term "Financial Year", by default experience of almost two years has been sought by the Tendering Authority. Since, financial year has no relevance with technical qualification and keep in view almost 2 years' experience has been sought from the bidder in the garb of 1 year, the proposed amendment is requested. | No Change. |

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| 40. | Part I of RFP | 2.2.2 (A) II (b) (Page No. 22) | Experience in supplying, supervising, training and management of at least 100 Skilled Manpower in Health Care during the **last 1 (one) financial year** preceding the Bid Due Date. Further, it is clarified that in case the Bidder is a single entity or in case the Bidder is a Consortium of entities, then the single entity or the Other Member, as the case may be, shall be required to fully meet this Technical Capacity. | Experience in supplying, supervising, training and management of at least 100 Skilled Manpower in Health Care during the **last 1 (one) year** preceding the Bid Due Date. Further, it is clarified that in case the Bidder is a single entity or in case the Bidder is a Consortium of entities, then the single entity or the Other Member, as the case may be, shall be required to fully meet this Technical Capacity.<br>Financial Year has nothing to do with technical qualification. Financial year is only relevant for the purposes of financial qualification not technical experience.<br><br>Although the experience in supplying, supervising, training and management of at least 100 Skilled Manpower in Health Care during last 1 (one) year has been sought but due to insertion of the term "Financial Year", by default experience of almost two years has been sought by the Tendering Authority.<br>Since, financial year has no relevance with technical qualification and keep in view almost 2 years' experience has been sought from the bidder in the garb of 1 year, the proposed amendment is requested | No Change. Please refer to Corrigendum-I uploaded on 20.03.2021. |
| 41. | Part I of RFP | 2.2.2 (A) III (Page No. 22) | The Bidder shall have experience of setting up and operating an Emergency Response Centre supported by a Call Centre of at least 5 (five) seats, **for 3 (three) years during the last 5 (five)** | The Bidder shall have experience of setting up and operating an Emergency Response Centre supported by a Call Centre of at least 5 (five) seats, **for 1 (one) year during the last 3 (three) years preceding the Bid Due Date.** Further, it is clarified that in case the Bidder is a | No Change. |

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| | | | **years preceding the Bid Due Date**. Further, it is clarified that in case the Bidder is a single entity or in case the Bidder is a Consortium of entities, then the single entity or the Other Member, as the case may be, shall be required to fully meet this Technical Capacity. | single entity or in case the Bidder is a Consortium of entities, then the single entity or the Other Member, as the case may be, shall be required to fully meet this Technical Capacity.<br>Experience of operating and maintaining fleet of at 50 ambulances has been sought for 1 (one) year. However, experience of setting up and operating an Emergency Response Centre supported by a Call Centre of at least 5 (five) seats has been asked for 3 (three) year which is totally unreasonable and arbitrary.<br>Experience of operating and maintaining 50 (fifty) Ambulances is far tougher when compared to experience of setting up and operating an emergency response call centre, even than experience of call centre is sought for 3 years.<br>An ERC for handling medical emergencies, with all medical protocols and software, triaging protocols, GPS/GPRS etc, is an integral part of the main ambulance fleet operations. Whoever has successfully operated and maintained a fleet 50 ambulances have by default maintained a well-integrated emergency response call centre.<br>It is not a simple call centre or a BPO type call centre. It is an integral and critical part of pre-hospital care and EMS. Hence, for the sake of congruous operational experience of pre-hospital care system, the ERC experience should be 1 year. | |

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| | | | | Therefore, in the light of the above 3 years' experience for call centre is too much and thus the proposed amendment is requested. | |
| 42. | Vol.1. Pg.8 Bid Parameter and Commercial Arrangements | 1.2.7 A iil) | An ALS Ambulance which does not undertake any trip on a given day shall be considered as unavailable unless it furnishes a documentary proof under the signature of the concerned CMO/CMS to the effect that the ALS Ambulance was available, but no trip was assigned. | In the current age of data, this kind of manual signature process is redundant and prone to unncessary intervetions and delays. Some states have completely taken out any manual report for invoicing and based the invoicing compleletly on oniline data, with few exceptions | No Change. |
| 43. | General Query | | | Are all vehicles handed over completely fabricated or is the SP required to do any fabrication at its end? | ALS Ambulances are handed over in Satisfactory Working Condition by the Authority. Please refer to Corrigendum-I uploaded in the form of RFP on 20.03.2021. |
| 44. | Schedule Part II. Pg.18 Schedule 3: Performance Standards and Operating Protocols | 3.2 | Time of Arrival on Scene - shall mean the time at which an ALS Ambulance personnel (the driver) notifies the ARC that the ALS Ambulance has reached the nearest public access point to the Patient. | Please allow this to be reported on software | Please refer to Corrigendum-I uploaded in the form of RFP on 20.03.2021. |

| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| 45. | Schedule Part II. Pg.25 Reporting Obligations | 4.1 | e. The Service Provider will also be subject to community monitoring and feedback and this will be a key component of performance evaluation of the Service Provider. | Please define 'community' here | Please refer to Corrigendum-I uploaded in the form of RFP on 20.03.2021. |
| 46. | Schedule Part II. Pg.29 Delays in Commencement of Operation | 5.1 | | Please exclude delays due to authority's or current operator's handover process | Please refer to Corrigendum-I uploaded in the form of RFP on 20.03.2021. |
| 47. | Schedule Part II. Pg.29 Operation related Damages | 5.2 | 70% - 79% of the calls have received a feedback rating above 3: 2% of Total Monthly Payment (including Management Fee) after all other KPI deductions (except this)4 | These penalty rates are very high and unrealistic for emergency service. Please reconsider the damage rates and also clarify on the feedback collection mechanism. | Please refer to Corrigendum-I uploaded in the form of RFP on 20.03.2021. |
| 48. | Schedule Part II. Pg. 29 ARTICLE 8 – OBLIGATIONS OF THE | 8.1.4 | The Authority will procure the dedicated phone lines and bear all the expenses for the usage of the dedicated phone lines for the purpose of this Project during the Agreement Period. | • Please confirm who bears the cost of toll free numbers<br>• Please confirm who bers the cost of integration of toll free number with ARC lines | Please refer to Corrigendum-I uploaded in the form of RFP on 20.03.2021. |

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| | AUTHORITY | | | | |
| 49. | Schedule Part II. Pg.29 ARTICLE 8 – OBLIGATIONS OF THE AUTHORITY | 8.1.6 | The Authority shall ensure that it shall provide and facilitate the space to park the Ambulances. | Please confirm safety of ambulances in such parking places is the responsibility of authority or SP | No Change. |
| 50. | SA. Part II. Pg.20 ARTICLE 5 – CONSIDERATION AND PAYMENT TO SERVICE PROVIDER | 5.6 | Base Location shall be the location where the ALS Ambulance is specified to be parked | What if an ambulance is on th way back from previous assignment and still hasn't reached the 'base location'? "Base Location" should be the location where the ambulance was when it received the assignment call from ARC or in absence of such scenario its "default base location". | Please refer to Corrigendum-I uploaded in the form of RFP on 20.03.2021. |
| 51. | Schedule 1. Page.19 Schedule | 3.2d | For the purpose of this Agreement, Emergency Calls is defined all calls for providing ALS Ambulance request requiring the response as per the Standard | Please clarify on role of SP in case of police & fire emergency calls and appluicability of penalties here. | Please refer to Corrigendum-I uploaded in the form of RFP on 20.03.2021. |

| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | 3: Performance Standards and Operating Protocols | | Operating Protocols for ARC approved by the Authority. It shall exclude all hoax calls, repeat call, crank calls, calls without address of patient, other emergency calls like police & fire and calls | | |
| 52. | Schedule 3: Performance Standards and Operating Protocols | 3.4b.2.iii | Hospital to home transfers are considered out of the scope of services that the Service Provider can provide. | Are calls for such transfers to be rejected by the ARC? and even when directed by the CMO / Nodal Person / District Authority? Are all calls by CMO / Nodal person / District Authority considered as valid calls for providing ALS Ambulances or does the ARC have the right to refuse or is the ARC expected to use his discretion to decide in such cases. | No Change. |
| 53. | Service Agreement Article 3 | 3.1.4.b | Upon satisfaction of all Conditions Precedent by the Service Provider, the Authority shall subject to terms hereof, forthwith declare the Commencement Date | In the event the Authority issues instructions for provision of services even when the Conditions Precedent are not fulfilled can the date of such commencement of services be construed as Commencement Date for the purposes of the Service Agreement. | Please refer to Corrigendum-I uploaded in the form of RFP on 20.03.2021. |
| 54. | Service Agreement Article 3 | 3.1.5.b | In the event that (i) the Authority does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 3.1.2 within the period specified in respect thereof, and | • How is the Service Provider expected to satistfy all the Conditions Precedents expected of him when they are dependent upon the handover of the ALS by the Authority. In addition to the Authority paying the Damages to the Service | This Clause has been deleted. Please refer to Corrigendum-I uploaded in the form of RFP on 20.03.2021. |

| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | (ii) the delay has not occurred as a result of breach of this Agreement by the Service Provider | Provider, will the Service Provider be allowed to correspondingly extend the period of 30 days to enable him to carry out his tasks which are consequent to the handover of the ALS Ambulances.<br>• It is also not clear from the clause how the Authority will pay these Damages to the Service Provider. Whether it will be by way of direct payment or thru setting off against future Damages of the Service Provider. | |
| 55. | Service Agreement Article 3 | 3.1.5.b | the Authority shall pay to the Concessionaire Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum amount equal to 25% (ten percent) of the Performance Security, and upon reaching such maximum, the Concessionaire may, in its sole discretion, terminate the Agreement. | The Term Concessionaire is not defined in the Agreement. This may please be replaced with Service Provider. | This Clause has been deleted. Please refer to Corrigendum-I uploaded in the form of RFP on 20.03.2021. |
| 56. | Service Agreement Article 3 | 6.1 | Ownership of all the Project Facilities (except the ALS Response Centre with its hardware and software) utilized for the purposes of the implementation of the Project shall at all times vest with the Authority, | In addition to the ALS Response Centre, the Service Provider is also expected to procure and install the Medical Equipment in the ALS Ambulances which are owned by the Service Provider and for which no payment is being made by the Authority. Hence it is not clear how | No Change. |

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अपर्णा यू०
विशेष निदेशक
राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
|---|---|---|---|---|---|
| | | | and the Service Provider unconditionally consents to the same | the Authority can claim ownership of the same. This may please be clarified. | |
| 57. | Service Agreement Article 6 | 6.3 | The Service Provider has no right, title or interest or any form of ownership rights over any of the Project Facilities (except the ALS Response Centre with its hardware and software). It is hereby clarified that the Service Provider shall not get any right, title or interest in the Ambulances or any equipment and material provided by Authority under this Agreement | As the Service Provider is expected to procure and install the Medical Equipment the exception with regard to the same may also please be included alongwith the ALS Response Centre with its H/W & S/W in the definition of Project Facilities. | Please refer to Corrigendum-I uploaded in the form of RFP on 20.03.2021. |
| 58. | Service Agreement Article 6 | 6.4 | The Service Provider shall ensure that all the Ambulance and ALS Response Centre equipment and technology including software except for the Manpower that are procured for the purpose of providing ALS Ambulance Services and implementation of the Project, shall be transferable, upon the expiry or earlier Termination of the Agreement, to Authority without any limitation and any additional burden, financial or otherwise on the Authority | As only the ALS Ambulances are provided by the Authority and all the other Facilities are procured and owned by the Service Provider for which no separate payment is being made by the Authority it is not clear on what basis the Authority expects the Service Provider to transfer the ALS response Centre equipment & S/w and the Equipment installed in the ALS Ambulances as well. The understanding is the Fixed Fee is being paid for part of the Salary, insurance & maintenance and other OH etc. while the Variable Fee is paid on a per KM basis for the actual services rendered without any safety net or minimum assurance. There is no reimbursement for the Capital expenditure incurred and hence it is not appropriate to claim these Assets which are not owned by the Authority, without additional financial burden. At | Please refer to Corrigendum-I uploaded in the form of RFP on 20.03.2021. |

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| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
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| | | | | best these can be transferred at book value as appearing in the books of the Service Provider at the discretion of the Service Provider. | |
| 59. | Service Agreement Article 7 | 7.1.7 | The service provider shall be liable to make payment and clear all applicable payments / salaries / invoices to its staff and vendors by 7th day of every month | While the Service Provider is bound to meet this obligation if not stated explicitly, delays on the part of the Authority in releasing funds against the outstanding invoices affects adversely the Service Providers ability to meet this obligation. Suggest the following be added to take care of this contingency ".....7th day of every month, subject to the Authority releasing payment 80% of Invoice value on schedule as set out in Clause 5.7 hereinabove | No Change. |
| 60. | Service Agreement Article 7 | 7.1.12 | The Service Provider shall replace the ALS Ambulance in case of total loss due to accident at its own cost | As the Insurance claim will be settled in favour of the Authority, the replacement of the Ambulance by the Service Provider will be feasible only upon the Authority paying the proceeds of the claim to the Service Provider. This clause may be suitably amended as follows "....at its own cost, upon the Authority discharging the insurance proceeds in favour of the Service provider" | Please refer to 7.1.24 of the Part II (Service Agreement) |
| 61. | Service Agreement Article 7 | 7.1.21 | The Service Provider acknowledges and accepts that the technology and software that shall be financed, procured and/or developed by the Service Provider shall be provided to the Authority, free of cost, in accordance with the provisions of this Service Agreement, for the purposes of | Same as stated earlier with regard to Project Facilities. If the Monthly Fee per month were paid based on total cost including Capex this would be well received. However in this Project as the Monthly Fee is based on variable without any assured minimum or threshold it would not be financially feasible to agree to such a condition. | No Change |

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अपर्णा यू०
विशेष निदेशक
राष्ट्रीय स्वास्थ्य मिशन, मध्यप्रदेश

| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
|---|---|---|---|---|---|
| | | | using the said software for the ALS Ambulance Service | | |
| 62. | Service Agreement Article 15 | 15.6 c. | Service Provider shall hand over all the Project Facilities (including Intellectual Property) to the Authority | As the S/W developed or used in the Project is entirely owned by the Service Provider / 3rd Party for which no specific consdiration is paid by the Authority it may not be feasible to transfer the IPR | No Change |
| 63. | Service Agreement Article 15 | 15.7. | Service Provider shall hand over all the Project Facilities (including Intellectual Property) to the Authority | Same comment as Clause 15.6 c above | No Change |
| 64. | Service Agreement Article 7 | 7.1.27 | A list of each and every emergency call received from ARC for which Service Provider did not meet the response time standard for each Emergency Response Zone | Please define "Emergency Response Zone" | This Clause has been deleted. Please refer to Corrigendum-I uploaded in the form of RFP on 20.03.2021. |
| 65. | Schedule Part II. | 4.2.2 (III) | ..Emergency Response Zone where there was a failure to properly record all times necessary to determine the response time; and, for patients meeting trauma criteria.. | Please define "meeting trauma criteria" and its linkage to damages, if any. | Please refer to Clause 4.2 (2) (III) of Part II (Schedules to the draft of Service Agreement) of Corrigendum-I uploaded in the form of RFP on 20.03.2021 |
| 66. | Part II: Service Agreement | 5.2.1 (d) | This amount shall be payable as per Clause 5.6 below for the distance covered… | Is there any qualification criteria for distance covered/completed trips? If yes, please share the same. | Please refer to Clause 5.6 (Pg.21) of Part-II (Service Agreement) of Corrigendum-I uploaded in the form of RFP on 20.03.2021 |
| 67. | Part II: Service | 5.6 | ...distance covered to reach to assigned pick up location plus the distance covered from assigned | If an ALS reaches the pickup location based on a call received at ARC and the patient transfer doesn't happen, is this trip billable? | Please refer to Clause 5.6 (Pg.22) of Part-II (Service Agreement) of Corrigendum-I uploaded in the form of RFP on 20.03.2021 |

| S. N | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any | Remarks |
|---|---|---|---|---|---|
| | Agreements | | pickup location to drop location plus distance covered from drop location to Base Location shall be reckoned to complete one trip. | | |
| 68. | Part II: SA. Pg.29 ARTICLE 7 – OBLIGATIONS OF THE SERVICE PROVIDER | 7.1.27 | The Service Provider shall achieve response time of 30 (thirty) minutes in urban and 45 (forty-five) minutes in rural areas under the Area of Operation. The Service Provider acknowledges and accepts that response time for ALS Ambulance Services and ALS Ambulances is the essence of this Service Agreement. | The response times depends upon the distance of the referred location from the base location in addition to the traffic conditions and hence cannot be a single response time for all cases, especially in large districts, with poor roads and with an avg fleet of 3 ambulances per district. **Amendment Suggested:** ***The Service Provider shall achieve response time of 30 (thirty) minutes in urban areas and 45 (forty-five) minutes in rural areas under the Area of Operation for every call / referral within 10 Kms. For every additional 10 kms beyond the initial 10 Kms from the base location the response time shall be proportionately increased by 30 mins in urban areas and 45 mins in rural areas under the Area of Operation.*** | No Change. |

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**National Health Mission, Uttar Pradesh**
SPMU Office, Vishal Complex, 19-A. Vidhan Sabha Marg
Lucknow (Uttar Pradesh) India - 226001
Phone: 0522 – 2237496, 2237522

**Date extension Notice for**

**"Tender for Selection of Service Provider for Implementation, Operations and Maintenance of ADVANCE LIFE SUPPORT (ALS) Ambulance service in Uttar Pradesh"**

Online e-Bids invitation for **Selection of Service Provider for Implementation, Operations and Maintenance of ADVANCE LIFE SUPPORT (ALS) Ambulance service in Uttar Pradesh** has been extended up to **1500 hours of 18.02.2021,** due to unavoidable circumstances.

The e-Bids shall be opened at SIFPSA Meeting hall, Vishal Complex, 19-A. Vidhan Sabha Marg, Lucknow, UP on **19.02.2021 at 1600 Hours.**

ZIQITZA HEALTHCARE LIMITED MUMBAI

Med Care 365 Medical Services Private Limited

Authorised Signatory

Mission Director

**National Health Mission, Uttar Pradesh**
SPMU Office, Vishal Complex, 19-A. Vidhan Sabha Marg
Lucknow (Uttar Pradesh) India - 226001
Phone: 0522 – 2237496, 2237522

**Date extension Notice for**
**"Tender for Selection of Service Provider for Implementation, Operations and Maintenance of ADVANCE LIFE SUPPORT (ALS) Ambulance service in Uttar Pradesh"**

Online e-Bids invitation for **Selection of Service Provider for Implementation, Operations and Maintenance of ADVANCE LIFE SUPPORT (ALS) Ambulance service in Uttar Pradesh** has been extended up to **1500 hours of 04.03.2021,** due to unavoidable circumstances.

The e-Bids shall be opened at SIFPSA Meeting hall, Vishal Complex, 19-A. Vidhan Sabha Marg, Lucknow, UP on **05.03.2021 at 1600 Hours**.

Mission Director

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**National Health Mission, Uttar Pradesh**
SPMU Office, Vishal Complex, 19-A. Vidhan Sabha Marg
Lucknow (Uttar Pradesh) India - 226001
Phone: 0522 – 2237496, 2237522

**Date extension Notice for**

**"Tender for Selection of Service Provider for Implementation, Operations and Maintenance of ADVANCE LIFE SUPPORT (ALS) Ambulance service in Uttar Pradesh"**

Online e-Bids invitation for **Selection of Service Provider for Implementation, Operations and Maintenance of ADVANCE LIFE SUPPORT (ALS) Ambulance service in Uttar Pradesh** has been extended up to **1500 hours of 25.03.2021,** due to unavoidable circumstances.

The e-Bids shall be opened at SIFPSA Meeting hall, Vishal Complex, 19-A. Vidhan Sabha Marg, Lucknow, UP on **26.03.2021 at 1600 Hours**.

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Mission Director

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**National Health Mission, Uttar Pradesh**
SPMU Office, Vishal Complex, 19-A. Vidhan Sabha Marg
Lucknow (Uttar Pradesh) India - 226001
Phone: 0522 – 2237496, 2237522

**Date extension Notice for**
**"Tender for Selection of Service Provider for Implementation, Operations and Maintenance of ADVANCE LIFE SUPPORT (ALS) Ambulance service in Uttar Pradesh"**

Online e-Bids invitation for **Selection of Service Provider for Implementation, Operations and Maintenance of ADVANCE LIFE SUPPORT (ALS) Ambulance service in Uttar Pradesh** has been extended up to **1500 hours of 08.04.2021,** due to unavoidable circumstances.

The e-Bids shall be opened at SIFPSA Meeting hall, Vishal Complex, 19-A. Vidhan Sabha Marg, Lucknow, UP on **09.04.2021 at 1600 Hours**.

A pre bid meeting has been scheduled at 02.30 pm on 30th March 2021 through the below zoom link-

NHM UP LUCKNOW is inviting you to a scheduled Zoom meeting.
Topic: Pre-Bid for ALS Ambulance Tender
Time: Mar 30, 2021 02:30 PM India
Join Zoom Meeting
https://zoom.us/j/92891473600?pwd=TnhlYTR4ekoya3BOZmZXQlkxdXExdz09
Meeting ID: 928 9147 3600
Passcode: 526905
One tap mobile
+13126266799,,92891473600#,,,,*526905# US (Chicago)
+13462487799,,92891473600#,,,,*526905# US (Houston)
Dial by your location
+1 312 626 6799 US (Chicago)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 929 205 6099 US (New York)
+1 253 215 8782 US (Tacoma)
+1 301 715 8592 US (Washington DC)
Meeting ID: 928 9147 3600
Passcode: 526905
Find your local number: https://zoom.us/u/ayV6ZiXL7

S/D
Mission Director

**National Health Mission, Uttar Pradesh**
SPMU Office, Vishal Complex, 19-A. Vidhan Sabha Marg
Lucknow (Uttar Pradesh) India - 226001
Phone: 0522 – 2237496, 2237522

**Date extension Notice for**

**"Tender for Selection of Service Provider for Implementation, Operations and Maintenance of ADVANCE LIFE SUPPORT (ALS) Ambulance service in Uttar Pradesh"**

Online e-Bids invitation for **Selection of Service Provider for Implementation, Operations and Maintenance of ADVANCE LIFE SUPPORT (ALS) Ambulance service in Uttar Pradesh** has been extended up to **1700 hours of 19.04.2021,** due to unavoidable circumstances.

The e-Bids shall be opened at SIFPSA Meeting hall, Vishal Complex, 19-A. Vidhan Sabha Marg, Lucknow, UP on **20.04.2021 at 1600 Hours.**

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Authorised Signatory

Mission Director

**National Health Mission, Uttar Pradesh**
SPMU Office, Vishal Complex, 19-A. Vidhan Sabha Marg
Lucknow (Uttar Pradesh) India - 226001
Phone: 0522 – 2237496, 2237522

**Date extension Notice for**
**"Tender for Selection of Service Provider for Implementation, Operations and Maintenance of ADVANCE LIFE SUPPORT (ALS) Ambulance service in Uttar Pradesh"**

Online e-Bids invitation for **Selection of Service Provider for Implementation, Operations and Maintenance of ADVANCE LIFE SUPPORT (ALS) Ambulance service in Uttar Pradesh** has been extended up to **1700 hours of 26.04.2021,** due to unavoidable circumstances.

The e-Bids shall be opened at SIFPSA Meeting hall, Vishal Complex, 19-A. Vidhan Sabha Marg, Lucknow, UP on **27.04.2021 at 1600 Hours**.

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Med Care 365 Medical Services Private Limited
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Mission Director

# REQUEST FOR PROPOSAL (RFP)

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

**Bid Ref. No.: 287/SPUM/NHM/EMTS/ALS/20-21**

NATIONAL HEALTH MISSION
राष्ट्रीय स्वास्थ्य मिशन

**BID DOCUMENT**

**VOLUME - I**

**INSTRUCTION TO BIDDER**

**Revised RFP post Pre-Bid meeting dated 25.01.2021**

**March 2021**

**National Health Mission, Uttar Pradesh**
**Mission Director, NHM - UP**
**Vishal Complex, 19-A Vidhan Sabha Marg**
**Lucknow, U.P., India - 226001**
Phone: 0522 – 2237496, 2237522
Fax: 0522 – 2237574, 2237390
Website: http://upnrhm.gov.in
Email: alstender.up@gmail.com

## DISCLAIMER

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the 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.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and making their financial offers ("**Bids**") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, especially the Feasibility Report, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

Med Care 365 Medical Services Private Limited

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अपर्णा यू०
मिशन निदेशक
राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

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## GLOSSARY

| | |
|---|---|
| Associate | As defined in Clause 2.1.18 |
| Authority | As defined in Clause 1.1.1 |
| Bank Guarantee | As defined in Clause 2.19.1 |
| Bid(s) | As defined in the Disclaimer |
| Bidder | As defined in Clause 1.2.1 |
| Bidding Documents | As defined in Clause 1.1.7 |
| Bid Due Date | As defined in Clause 1.1.7 |
| Bidding Process | As defined in Clause 1.2.1 |
| Bid Security | As defined in Clause 1.2.4 |
| Conflict of Interest | As defined in Clause 2.2.1 (c) |
| Consortium | As defined in Clause 2.2.1 (a) |
| Damages | As defined in Clause 2.2.1 (c) |
| Document Fee | As defined in Clause 1.2.1 |
| Enclosures to Bid | As defined in Clause 2.10.6 |
| e-Procurement Portal | As defined in Clause 1.2.1 |
| Financial Bid | As defined in Clause 1.2.1 |
| Financial Capacity | As defined in Clause 2.2.2 (B) |
| Government | Government of India |
| Joint Bidding Agreement | As defined in Clause 2.1.15 (g) |
| Lead Member | As defined in Clause 2.1.15 (c) |
| LOA | As defined in Clause 3.8.5 |
| Lowest Bidder | As defined in Clause 1.2.7 B |
| Project | As defined in Clause 1.1.1 |
| Rs. or INR | Indian Rupee |
| RFP or Request for Proposal | As defined in the Disclaimer |
| Selected Bidder | As defined in Clause 3.8.1 |
| Service Provider | As defined in Clause 1.1.3 |
| Service Agreement | As defined in Clause 1.1.3 |
| Scheduled Bank | As defined in Clause 2.19.1 |
| Subject Person | As defined in Clause 2.2.1 (c) (i) |
| Technical Bid | As defined in Clause 1.2.1 |
| Technical Capacity | As defined in Clause 2.2.2 (A) |
| Tie Bid | As defined in Clause 3.8.2 |

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

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महानिदेशक
निगरानी एवं स्वास्थ्य, उत्तराखण्ड

अपणा पूंज
निदेशक निदेशन
राष्ट्रीय स्वास्थ्य मिशन, उत्तराखण्ड

## SECTION-1

## INTRODUCTION

### 1.1. Background

1.1.1 Mission Director, National Health Mission, Uttar Pradesh and Directorate of Medical & Health Services (the "**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.

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**"). .

1.1.2 The scope of services broadly includes implementation, operation and Maintenance of Advanced Life Support (ALS) Ambulance Services and detailed thereof is set out at Schedule I.

1.1.3 The Selected Bidder (defined hereinafter) undertakes to incorporate a special purpose company (the "**Service Provider**" or "**SPV**") under Companies Act 2013 (including all the rules and regulations made thereunder) prior to execution of the service agreement, which shall be responsible for implementation, operation and maintenance of ALS Ambulance Services in accordance with the provisions of the service agreement of the Project under (the "**Service Agreement**") to be entered into between the Service Provider and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. Further, in case the Selected Bidder is a Consortium, it shall also adhere to the shareholding requirements in respect of its Members as set out in this RFP.

1.1.4 Intentionally Left Bank

1.1.5 The Service Agreement sets forth the detailed terms and conditions, including the scope of the Service Provider's services and obligations.

1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Service Provider set forth in the Service Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Agreement to be awarded pursuant to this RFP or

the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims in this regard on any account shall be entertained by the Authority.

1.1.7 The Authority shall receive Bids pursuant to and in accordance with the terms set forth in this RFP, as modified, altered, amended and clarified from time to time by the Authority and other documents to be provided by the Authority pursuant to this RFP (collectively the "**Bidding Documents**") and all Bids shall be prepared and submitted in accordance with the terms of this RFP on or before the bid due date specified in Clause 1.3 for submission of Bids (the "**Bid Due Date**").

## 1.2. Brief description of Bidding Process

1.2.1 There will be no separate Pre-Qualification Stage for short-listing of Bidders. Bids will be evaluated in two steps, Online bidding process consisting of submission of a technical bid and a financial bid (both terms are defined hereafter) (the "**Bidding Process**") for selection of the Bidder for award of the Project. The Bidding Documents in its entirety will be available for download from the website http://etender.up.nic.in ("**e-Procurement Portal**") from the date mentioned in the Clause 1.3. Alternatively, the Bidding Documents can also be downloaded from the website http://upnrhm.gov.in for the sole purpose of viewing and it shall not be entertained as valid download of the Bidding Document. To participate in the Bidding Process, the Bidder should complete all stages of registration, download from the e-Procurement Portal and final bid submission through the e-Procurement Portal. Bids which are submitted on the e-Procurement Portal alone will be accepted by the Authority. The Bidders are advised to download the Bidding Documents at least one day prior to the Bid Due Date so as to safeguard their participation and avoid any delay. The Bidders are advised to upload the Bid sufficiently before the specified time on the Bid Due Date to avoid any technical issues or malfunction in the network caused by heavy internet traffic on the Bid Due Date. The Authority shall not be responsible for any failure, malfunction or breakdown of the e-Procurement Portal during the Bidding Process, or for any sort of delay or difficulties faced during submission of the Bid on the e-Procurement Portal. The Bidders are required to register on e-Procurement Portal. Bidders are required to obtain digital signature to upload the Technical and Financial bid. Bidders are requested to visit e-Procurement Portal and refer Appendix IX of this RFP for the details related to online registration and submission of Bids.

The Bidder shall pay to the Authority a non-refundable sum of Rs. [30,000] (Rupees [Thirty Thousand] Only) by way of Demand Draft or RTGS or NEFT,

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Med Care 365 Medical Services Pvt. Ltd.
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चिकित्सा एवं स्वास्थ्य, उ.प्र.
अपर्णा यू०
मिशन निदेशक
राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

as the cost of downloading the Bidding Documents ("**Document Fee**"). The payment shall be made in the following account:

In favour of: Mission Director, National Health Mission, payable at Lucknow
Account Details for NEFT or RTGS: State Bank of India,
Branch: Civil Secretariat, Vidhan Sabha Marg, Lucknow
IFSC: SBIN0006893; Account number: 30158314481

For the avoidance of doubt, no exemption from payment of Document Fee is permitted. Further, a scanned attested copy of the receipt of payment of the Document Fees shall be uploaded by the Bidder along with its Technical Bid on the e-Procurement Portal and the hard copy of such receipt shall also be submitted along with the physical submission of the Technical Bid.

Eligibility and qualification of the bidder (The "**Bidder**", which expression shall, unless repugnant to the context, include the Members of the Consortium) will be first examined based on the details submitted ("**Technical Bid**") with respect to eligibility and qualifications criteria prescribed in this RFP. The financial bid submitted online ("**Financial Bid**") of only those Bidders whose Technical Bids are substantially responsive to eligibility and qualifications requirements as per this RFP shall be opened. For avoidance of doubt, it is clarified that Financial Bid has to be submitted online only. No physical hard copy of Financial Bid is to be submitted by the Bidders.

GOI has issued guidelines (see Annexure-VI of Appendix IA of RFP) for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply *mutatis mutandis* to this Bidding Process. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process.

Bidder must follow the server time that is being displayed on bidder's dashboard at the top of the e-Procurement Portal, which shall be considered valid for all actions of requesting, bid submission and bid opening etc.

1.2.2 Interested bidders are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 180 (one hundred and eighty) days from the Bid Due Date.

1.2.3 The complete Bidding Documents including the Service Agreement for the Project is enclosed for the Bidders. The aforesaid documents and any addenda issued subsequent to this RFP will be deemed to form part of the Bidding Documents.

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1.2.4 The Bidder is required to deposit, along with its Bid, a Bid Security of Rs. INR 20,000,000 /- (Rupees Two Crore only) (the "**Bid Security**"), refundable not later than 240 (two hundred and forty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Service Agreement.. The Bidders will have to provide Bid Security in the form of a bank guarantee from a nationalized bank or a Scheduled Bank in India (defined hereafter) at Uttar Pradesh which is acceptable to the Authority. The bank guarantee to be provided shall have a validity period not less than 240 (two hundred and forty) days from the Bid Due Date, exclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected, if it is not accompanied by the Bid Security. The format for Bank Guarantee has been provided in Appendix II of this RFP. It is hereby instructed that the Bidders are to submit a scanned copy of the Bid Security along with the soft copy submission of the Technical Bid on the e-Procurement Portal. The Bidder(s) shall also submit the original Bid Security (in the form of Bank Guarantee as per the format prescribed in this RFP) in hard copy.

1.2.5 The Bidders are advised to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the contract including implementation of the Project.

1.2.6 As part of the Bidding Documents, the Authority will provide a Service Agreement prepared by the Authority and such other information pertaining/relevant to the Project available with it.

1.2.7 **Bid Parameter and Commercial Arrangements**

A. The Authority shall provide minimum lumpsum amount of INR 1.25 Crore (Rupees One Crore Twenty Five Lakhs) per month ("**Fixed Fee**") for overhead expenses such as the salary, insurance, maintenance and the Service Provider shall ensure that:

i. All ALS Ambulances are in Satisfactory Working Condition and in accordance with Good Industry Practice after allowing 5% non-operational Ambulances on any given day;

ii. In case the non-operational ALS Ambulances are more than 5%, then there would be proportionate deduction from the Fixed Fee, for every percentage (%) shortfall below the threshold limit of 95% availability of ALS Ambulance.

iii. An ALS Ambulance which does not undertake any trip on a given day shall be considered as unavailable unless it furnishes a documentary proof under the signature of the concerned CMO/CMS to the effect that

the ALS Ambulance was available, but no trip was assigned.

B. Financial Bid shall be invited under the RFP on the basis of **Lowest rate per KM** required by the Bidder for implementing the Project (hereinafter referred to as "**Financial Quote**").The utilization data of the last 17 months of ALS Ambulances is provided in Schedule 6D of this RFP.

The Agreement Period is pre-determined, as indicated in the Service Agreement. The Lowest Financial Quote shall constitute the sole criteria for shortlisting the qualified and responsive Bidder. Subject to Clause 2.15, the Project will be awarded to the Bidder quoting the Lowest Financial Quote. In this RFP, the term **"Lowest Bidder"** shall mean the Bidder who is offering the Lowest Financial Quote.

C. 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 respect of procuring such equipment for the ALS ambulances as is required to be procured by the Service Provider during the Agreement Period; the capital expenditure for the ALS Response Centre like hardware, software, furniture, fixture etc; expenses incurred for developing/ obtaining standard operating protocols and procedure documents, all replacement in the ALS Ambulance including tracking/ monitoring/ trip reporting devices/software, district mapping, drugs, consumables; and any other related costs. Equipment requirement in the ALS Response Centre shall be based on average monthly calls for the last 12 (twelve) months + 15% (fifteen per cent) excess of it may be considered for the equipment to be installed. It is hereby clarified that all cost shall be borne by the Service Provider and cost relating to incoming calls shall be borne by the Authority.

. The average total monthly calls for the last 12 months have been provided as Schedule VIII. The Service Provider shall at its own discretion design the IT infrastructure so as to meet the minimum service delivery outcome.

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D. The Financial Bid should be inclusive of all applicable taxes other than the GST. GST, if any, shall be payable by the Nodal Authority as per the prevailing rate on the date of Invoice.

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1.2.9 Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Section

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3 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws before issuance of LOI or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, either invite fresh Bids from the all Bidders or annul the Bidding Process.

1.2.10 Other details of the process to be followed under this Bidding Process and the terms thereof are laid down in this RFP.

1.2.11 Any queries or request for additional information concerning this RFP shall be submitted through e-mail to the officer designated in Clause 2.11.5 below. The e-mail shall clearly bear the following subject:

**"Queries/Request for Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh"**

The pre-bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-bid queries not submitted in the prescribed format shall not be responded to:

| S. No. | Page No. | Part of RFP | Clause No. | Text provided in RFP | Clarification sought with justification, if any |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

## 1.3. Schedule of e-Procurement Activities

Please refer to the timeline as uploaded on the e-tender portal. However, the Authority may, at its own discretion, revise or extend the timelines.

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## SECTION-2
## INSTRUCTION TO BIDDERS

### A. GENERAL

### 2.1 General terms of Bidding

2.1.1 No Bidder shall submit more than one Bid for the Project. A Bidder bidding 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.

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2.1.3 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Service Agreement shall have meaning assigned thereto in the Service Agreement.

2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Draft Service Agreement shall have an 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 the Service Agreement.

2.1.5 The Bid shall be furnished in the format prescribed in this RFP. The Technical Bid shall be as per Appendix IA and the Financial Bid (to be submitted online only) shall be as per Appendix IB of the RFP. The Financial Bid shall be indicated clearly in figures as per the format provided in Appendix IB and shall be signed by the Bidder's authorised signatory.

2.1.6 The Bidder shall deposit a Bid Security of INR 20,000,000/- (Rupees two crore only) for the Project, in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security in favour of Managing Director, National Health Mission, payable at Lucknow, in the form of a Bank Guarantee, acceptable to the Authority, as per format at Appendix II.

2.1.7 The validity period of the Bank Guarantee shall not be less than 240 (Two Hundred and Forty) days from the Bid Due Date with a claim period of 60 (Sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 240 (two hundred and forty) days from the Bid Due Date except in the case of the Selected Bidder, who's Bid Security shall be

retained till the Selected Bidder has provided the Performance Security under the Service Agreement.

2.1.8 The Bidder should submit a power of attorney as per the format as specified in Appendix III, duly supported by a charter document or board resolution in favour of executant authorizing the signatory of the Bid to commit the Bidder.

2.1.9 In case the Bidder is a Consortium, the Members thereof should furnish a power of attorney in favour of any Member, which Member shall thereafter be identified as the Lead Member, in the format as specified in Appendix IV[1], duly supported by a charter document or board resolution in favour of executant. In case the Bidder is a Consortium, Joint Bidding Agreement in the format as specified in Appendix V shall be submitted by the Bidder.

2.1.10 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.1.11 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.12 The Bidding Documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.13 This RFP is not transferable.

2.1.14 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.1.15 A Bidder may either be a company incorporated in India or be a society or a trust incorporated under applicable governing laws; or any combination of them. Whether the Bidder is a single entity or consortium of entities, it shall be required to form a Special Purpose Vehicle (SPV) by way of a company under

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[1] *In case of a Consortium, the Members should submit a Power of Attorney in favour of the other Member as per the format as Appendix IV. Such Member shall thereafter be identified as the Lead Member. The Lead Member should submit a power of Attorney as per the format in Appendix III, authorising the signatory of the Application. Members of the Consortium need not submit Power of Attorney as per the format at Appendix III, authorising the signatory of the Application.*

the Companies Act 2013, to act as the Service Provider and execute the Service Agreement to implement the Project. In case the Selected Bidder is a Consortium, it shall, in addition to forming an SPV, comply with the following additional requirements:

(a) number of Members in a Consortium shall not exceed 2 (two). However, none of the Members in a Consortium should be under any sort of ineligibility under the Bidding Documents;

(b) subject to the provisions of 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 member (the "**Lead Member**"), who shall have an equity share holding of at least 51% (fifty-one per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix IV, signed by the other member of the Consortium ("**Other Member**");

(d) the Bid should include a brief description of the roles and responsibilities of individual Members;

(e) an individual Bidder cannot at the same time be a Member of any other Consortium applying for RFP. Further, a Member of a particular Consortium cannot be a Member of any other Consortium applying for RFP;

(f) the Members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;

(g) Members of the Consortium shall enter into a binding Joint Bidding Agreement, in the form specified at Appendix V (the "**Joint Bidding Agreement**"), for the purpose of submitting a Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:

(i) convey the intent to form an SPV, solely for the purpose of domiciling the Project and no other purpose, with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Service Agreement and subsequently perform all the obligations of the Service Provider in terms of the Service Agreement, in case the right to undertake the Project is awarded to the Consortium;

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(ii) clearly outline the proposed roles and responsibilities, if any, of each Member;

(iii) commit the minimum equity stake to be held by each Member;

(iv) commit that the Other Member, whose experience will be evaluated for the purposes of this RFP, shall subscribe to at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV and shall further commit that the Other Member, for a period of 5 (five) years from Commencement Date, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity share capital of the Service Provider;

(v) Lead Member of the Consortium undertake that it shall hold at least 51% (fifty-one per cent) of the subscribed and paid up equity of the SPV at all times until the fifth anniversary of the Commencement Date; and

(vi) include a statement to the effect that all Members of the Consortium shall be liable jointly and severally for all obligations of the Service Provider in relation to the Project until the Commencement Date.

(h) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

2.1.16 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as Member of a Consortium.

2.1.17 A Bidder including any Member of the Consortium or Associate should, in the last 3 (three) years, 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 against the Bidder, Member of the Consortium or Associate, as the case may be, nor has been expelled from any project or contract by any public entity, nor has abandoned or refused to perform its obligation under any contract, nor has manifested (in writing or otherwise) its intention towards such abandonment or refusal, nor have had any contract terminated prematurely by any public entity for breach by such Bidder, Member of the Consortium or Associate.

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2.1.18 In computing the Technical Capacity and Financial Capacity of the Bidder/ Consortium Members under Clauses 2.2.2 (A) and 2.2.2 (B), the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

For purposes of this RFP, the term "Associate" and "Control" shall have the meaning given to it in the Explanation of Clause 2.2.1.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

2.1.19 The following conditions shall be adhered to while submitting a Bid:

(a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendices/ Annexures is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;

(b) information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;

(c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Section 3 below; and

(d) in case the Bidder is a Consortium, each Member should substantially satisfy the RFP requirements to the extent specified herein.

2.1.20 Without prejudice to the provisions of Clause 2.2.1A, the Bidders shall comply with the following provisions:

(a) where, on the date of the Bid, not less than 25% (twenty five percent) 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 25% (twenty five percent) 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 eligibility of such Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the 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 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, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the 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.

While evaluating applications, regard will be paid to national defence and security considerations.

Offer received from any Bidder may be summarily rejected on national security consideration without any intimation thereof to the bidder.

The Bidders will be obliged to protect the national interests like national security whenever necessary and required, and also honour priority orders of Central Government, in this regard. The Bidders will also abide by the various statutory requirements on the protection of the environment, anti-pollution measures, safety, conservancy etc., and also abide by the directives issued by the Government of India in this regard from time to time.

2.1.21 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid 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 a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

**2.2 Eligibility and qualification requirements of Bidder**

2.2.1 For determining the eligibility of Bidder the following shall apply:

(a) The Bidder may be a single entity or a group of entities (the "**Consortium**"), coming together to implement the Project. However, no Bidder applying individually or as a Member of a Consortium, as the case may be, can be Member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.

(b) Bidder may be a permitted entity or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.1.15.

(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. In the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or equivalent amount from the Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's proposal (the "**Damages**"), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Service Agreement or otherwise. Without limiting the generality of the above, 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 shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 25% (Twenty five percent) of the paid up and subscribed capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five percent) 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 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons



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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 percent) 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, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, 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 Bid 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 Bid of either or each other; or

(vi) such Bidder or any Associate thereof has participated as a consultant to the 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 2.2.1, 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 percent) 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.

(d) A Bidder shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Service Agreement. In the event any such adviser is engaged by the Selected Bidder or Service Provider, as the case may be, after issue of the LOA or execution of the Service Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Service Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Service Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Service Provider for the same. 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 RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of Service Commencement Date of the Project.

Provided that, in case the Authority seeks information / clarification from a Bidder related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to provide such information within a reasonable time, the Authority shall disqualify the Bidders and encash the Bid Security as per Clause 2.19.6 and further debar it from participation in any future procurement process for a minimum period of 1 (one) year.

2.2.1A While, only entities registered/ incorporated in India are permitted to submit bid for the Project, it is clarified that as mandated under the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance,

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Department of Expenditure Public Procurement Division, the Bidder shall not, unless registered with the Competent Authority under the aforesaid Order, be related to an entity in a country which shares a land border with India, in any of the following ways.

"Competent Authority" for the purpose of this Clause 2.2.1A means the Authority defined in Annex 1 of the Order (Public Procurement No. 1) dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division.

"Bidder from a country which shares a land border with India" for the purpose of this Clause 2.2.1A means: -
a. An entity incorporated, established or registered in such a country; or
b. A subsidiary of an entity incorporated, established or registered in such a country, or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; "agent" for the purposes of this RFP shall mean a person employed to do any act for another, or to represent another in dealings with third person; or
f. A natural person who is a citizen of such a country, or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above categories.

The "beneficial owner" for the purpose of (d) above will be as under:

1. In case of a company, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

   Explanation –
   a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company,

   b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements,

2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or

together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

3. Where no natural person is identified under (1) or (2) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.

4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

It is further clarified that the Selected Bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority as provided in the aforesaid Order. It is however clarified that, as mentioned in Annex 2 of the aforesaid Order, the restriction contained in this Clause 2.2.1A will not apply in respect of those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.
The updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

2.2.2 To be eligible for this RFP a Bidder shall fulfil the following conditions of eligibility:

(A) **Technical Capacity**: For demonstrating technical capacity and experience, the Bidder (single entity or consortium of entities, as the case may be), shall be required to fulfil the following experience criteria's as set out at serial number I **OR** II and also the criteria set out in serial number III below, (the "**Technical Capacity**"):

I. (a) The Bidder should have experience of operating and maintaining fleet of at least 50 (fifty) Ambulances or Mobile Medical Unit in a single project for a continuous period of 365 days in the last 1(one) financial year immediately preceding the Bid Due Date. Further, it is clarified that in case the Bidder is a Single entity or in case the Bidder is a Consortium of entities, then the single or the Lead Member, as the case may be, shall be required to fully meet this Technical Capacity.

**OR**

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अपर्णा यू० मिशन निदेशक राष्ट्रीय स्वास्थ्य मिशन

II. (a) The Bidder should have an experience of (a) operating fleet of at least 100 Vehicles for a continuous period of 365 days in the last 1 (one) financial year immediately preceding the Bid Due Date. Further, it is clarified that in case the Bidder is a single entity or in case the Bidder is a Consortium of entities, then the single entity or the Lead Member, as the case may be, shall be required to fully meet this Technical Capacity.

**AND**

(b) Experience in supplying, supervising, training and management of at least **100 Skilled Manpower in Health Care** during the last 1 (one) financial year preceding the Bid Due Date. Further, it is clarified that in case the Bidder is a single entity or in case the Bidder is a Consortium of entities, then the single entity or the Other Member, as the case may be, shall be required to fully meet this Technical Capacity.

**AND**

III. The Bidder shall have experience of setting up and operating an Emergency Response Centre supported by a Call Centre of at least 5 (five) seats, for 3 (three) financial years during the last 5 (five) years preceding the Bid Due Date. Further, it is clarified that in case the Bidder is a single entity or in case the Bidder is a Consortium of entities, then the single entity or the Other Member, as the case may be, shall be required to fully meet this Technical Capacity.

For the purpose of this Clause 2.2.2(A), the capitalised term "**Ambulance**" shall mean and refer to; a vehicle equipped for taking sick or injured people to and from hospital, especially in emergencies.

For the purpose of this Clause 2.2.2(A), the capitalised term "**Skilled Manpower in Health Care**" shall mean and refer to Staff nurse with diploma in nursing from a recognised institute & registered with Indian Nursing Council/ Uttar Pradesh State Medical Faculty OR EMT-Advanced professional with certificate course from recognised institute and 2 (two) years of experience. Service Provider shall ensure that manpower are adequately trained.
.The experience should be in managing emergency cases. All Skilled Manpower in Healthcare shall have the qualifications specified above and shall be trained in EMT (Basic).

For the purpose of this Clause 2.2.2(A) the capitalised term "**Vehicle**" shall mean and refer to; motorized four- or higher-wheel passenger vehicle used and registered as a commercial passenger vehicle in the name of the Bidder and Lead Member (in case of Consortium). The Bidder/ Lead Member for

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महानिदेशक चिकित्सा एवं स्वास्थ्य, उ०प्र०

demonstrating this experience shall be required to furnish valid vehicles permits as evidence thereof.

Clause 2.2.3 (b) & (c) provide for documentary evidences required to be furnished by the Bidder to demonstrate the fulfilment of the Technical Capacity.

(B) **Financial Capacity**:

The Bidder (single entity or consortium of entities, as the case may be) shall be required to demonstrate and fulfil average annual turnover of at least Rs. 18 Crores during the last 3 (three) financial years immediately preceding the Bid Due Date. The Bidder shall have a positive net worth at the end of the last financial year immediately preceding the Bid Due Date. Further, it is clarified in case the Bidder is a Consortium of entities, the Lead Member thereof shall be required to fully meet this Financial Capacity.

The financial capacity mentioned above shall be referred to as the "**Financial Capacity**".

In case of a Consortium, Lead Member of the Consortium undertake that it shall hold at least 51% (fifty-one per cent) of the subscribed and paid up equity of the SPV at all times until expiry of the Agreement Period and the Other Member, whose experience will be evaluated for the purposes of this RFP, shall subscribe to at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV until the expiry of the Agreement Period. The Consortium Member shall collectively undertake that they shall hold at least 100% (hundred per cent) of the subscribed and paid up equity of the SPV at all times until the expiry of the Agreement Period.

2.2.3 The Bidders shall enclose with its Technical Bid, to be submitted as per the format at Appendix IA, complete with its Annexures, the following:

(a) Certificate(s) from statutory auditors/ chartered accountant of the Bidder or its Associates, as the case may be, specifying the Turnover and Networth of the Bidder, as mentioned in Clause 2.2.2 (B), along with copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 3 (three) financial years. For the purposes of this RFP, the term "Networth" means:

i In case the Bidder is a company: the aggregate value of the paid-up share capital and all free reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses,

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deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write – back of depreciation and amalgamation;

ii. In all other cases: Total of paid-up capital and free reserves, less intangible assets as per the latest Audited Balance Sheet or account statement certified by a registered chartered accountant/ statutory auditor.

For the purposes of this RFP, "Turnover" means:

The aggregate value of the realization of amount made by the sale, supply or distribution of goods and/or on account of services rendered by the company during a financial year. For the avoidance of doubt, it is clarified that it shall not include interest earned from financial instruments.

(b) The Bidder shall provide documentary evidence by way of Statutory Auditor's/Chartered Accountant's certificate or client certificate; And a copy of executed agreement evidencing the name of trained professional and their qualification in support of the Bidder fulfilling the given Technical Capacity.

(c) In case the Bidder relies on its credentials as a consortium member in any eligible project, the Bidder shall be required to furnish chartered accountant/ statutory auditor certificate/ client certificate or copy of executed agreement to demonstrate the claim of the Bidder's work/ contribution in such joint venture.

## 2.3 Proprietary data

All documents and other information supplied by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority will not return any Bid or any information provided along therewith.

## 2.4 Number of Bids and Cost of Bidding

2.4.1 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.

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

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## 2.5 Site visit and verification of information

2.5.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. Bidders are advised to visit the site and familiarise themselves with the Project with in the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.

2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:

(a) made a complete and careful examination of the Bidding Documents;
(b) received all relevant information requested from the Authority;
(c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
(d) satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 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 thereunder;
(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 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 Authority, or a ground for termination of the Service Agreement by the Service Provider;
(f) acknowledged that it does not have a Conflict of Interest; and
(g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The 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 RFP, including any error or mistake therein or in any information or data given by the Authority.

## 2.6 Verification and Disqualification

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information,



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evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security 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 Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium and each Member of the Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.

2.6.3 In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, including the right thereby granted by the Authority, that one or more of the eligibility and /or qualification requirements 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 LOA or entering into of the Service Agreement, and if the Selected Bidder has already been issued the LOA or the SPV has entered into the Service Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Service Provider, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Service Provider. In such an event, the 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 Authority under this RFP, the Bidding Documents, the Service Agreement or otherwise.

## B. DOCUMENTS

### 2.7 Contents of the RFP

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2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.9.

**Invitation for BIDs**

Section 1. Introduction
Section 2. Instructions to Bidders
Section 3. Evaluation of Bids
Section 4. Fraud and Corrupt Practices
Section 5. Pre-Bid Conference
Section 6. Miscellaneous

**Appendices**

IA. Letter comprising the Technical Bid including Annexures I to VI
IB. Letter comprising the Financial Bid
II. Bank Guarantee for Bid Security
III. Power of Attorney for signing of Bid
IV. Power of Attorney for Lead Member of Consortium
V. Joint Bidding Agreement for Consortium
VI. Integrity Pact
VII. Check List

2.7.2 The Service Agreement provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

## 2.8 Clarifications

2.8.1 Bidders requiring any clarification on the RFP may notify the Authority through e-mail in accordance with Clause 1.2.11. They should send in their queries before the date mentioned in the Schedule of e-Procurement Activities specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The Authority may forward all the queries and its responses thereto, to all Bidders without identifying the source of queries and shall also upload the responses on the e-Procurement Portal.

2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause 2.8 shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

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2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.8.4 To facilitate evaluation of the Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) may without prejudice include clarifications with respect to minor deviations found in the Bid and shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.8.5 If a Bidder does not provide clarifications sought under Clause 2.8.4 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

**2.9 Amendment of RFP**

2.9.1 At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.9.2 Any Addendum issued hereunder will be in uploaded on the e-Procurement Portal

2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

2.9.4 The Bidders who have downloaded the Bidding Documents are advised to regularly check for amendments/corrigendum/clarifications, if any issued by the Authority and which shall form part and parcel of the Bidding Documents. Such amendments /corrigendum/clarifications will be posted on the e-Procurement Portal and http://upnrhm.gov.in. Any ignorance on the part of the Bidder in not checking the e-Procurement Portal will not be an excuse and the Authority not be responsible if any Bidder omits to notice any amendments/corrigendum/ clarification.

## C. PREPARATION AND SUBMISSION OF BIDS

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## 2.10 Format and Signing of Bid

2.10.1 The Bidder shall provide all the information sought under this RFP and upload the same on the e-Procurement Portal as a part of its online submission of Bid as well as by way of physical submission of original copy of the Enclosures to Bid to the Authority. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects and which are submitted on the e-procurement portal on or prior to the Bid Due Date. Incomplete and /or conditional Bids or not submitted online on e-procurement portal shall be rejected.

2.10.2 The Bidders shall submit both the Technical Bid as well as the Financial Bid, along with all the Annexures thereto, on the e-Procurement Portal. Each page of the Bid shall bear the digital signature of the Bidder. The Bidders shall sign their Bids using Class III - Digital Certificates, issued from any agency authorized by Controller of Certifying Authority (CCA), Government. of India, upon uploading the soft copy of the Technical Bid to the e-Procurement Portal. In case of the Bidder being a Consortium, the Lead Member shall sign each page of the Bid using Class III DSC only.

Bidders shall note that the very act of using DSC for downloading the tender document and thereafter uploading their Bids shall be deemed to be a confirmation that they have read all sections and pages of the Bidding Documents without any exception and have understood the complete Bidding Documents and are clear about the requirements herein.

While submitting the Bids online, the Bidder shall read the terms & conditions of the e-Procurement Portal and accepts the same in order to proceed further to submit their Bid.

Bidders must get ready in advance the Bidding Documents to be submitted as indicated in this RFP in PDF/xls/rar/zip/dwf formats.

2.10.3 After the bid submission, the Bidders shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of Bid.

2.10.4 Bidder must follow the server time that is being displayed on Bidder's dashboard at the top of the e-Procurement Portal, which shall be considered valid for all actions of requesting, bid submission and bid opening etc., in the e-tender system.

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2.10.5 All the documents being submitted by the Bidders would be encrypted to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening.

2.10.6 The Bidders shall also be required to submit a hard copy of the following documents before the BID submission date ("**Enclosures to Bid**"):

a. Proof/receipt of payment of Document Fee;
b. Power of Attorney for signing of Bid in the prescribed format (Appendix III) supported with board resolution / charter document in favour of executant;
c. If applicable, the Power of Attorney for Lead Member of Consortium (Appendix IV) supported with board resolution / charter document in favour of executant;
d. Bid Security in the form of a bank guarantee, as per format in Appendix II; and
e. Joint Bidding Agreement (in case of Consortium) (Appendix V)

For the avoidance of doubt, the scanned copy of the abovementioned documents shall also be submitted with the Technical Bid on the e-Procurement Portal.

The hard copy of the Enclosures to Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder who shall initial every page. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialled by the person(s) signing the Bid. For avoidance of doubt, no hard copy of Financial Bid shall be submitted.

2.10.7 Financial Bid shall be submitted online as per the format given in Appendix IB. Bidders shall download the Bill of Quantity (BOQ), in xls/PDF format and save it without changing the name of the file. Bidder shall quote their rates in figures only in the green background cells, thereafter save and upload the file in xls format (Signed & seal copy) along with the submission of the Financial Bid only. The Bidders are cautioned that while uploading of the Financial Bid, Macros in .xls must be enabled to see the word representation of figures. The BOQ format solely for reference is set out at Appendix VIII.

## 2.11 Documents comprising Technical and Financial Bid

2.11.1 The Bidder shall submit the Technical Bid, both online as well as physical hard copy of Enclosures to Bid. **The Financial Bid shall be submitted online only.** There shall be no physical hard copy submission of the Financial Bid under any circumstance.

The Technical Bid shall comprise of the following documents along with supporting documents as appropriate:

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**Technical Bid**

(a) Appendix IA (Letter comprising the Technical Bid) including Annexure I to V and supporting certificates / documents;

(b) Power of Attorney for signing the Bid as per the format at Appendix III;

(c) if applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix IV;

(d) if applicable, Joint Bidding Agreement for Consortium as per the format at Appendix V;

(e) copy of the certificate of incorporation or equivalent.

(f) copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 3 financial years;

(g) Bid Security of INR [20,000,000]/- (Rupees [two crores] only) in the form of Bank Guarantee in the format at Appendix II from a nationalized bank or a Scheduled Bank;

(h) Integrity Pact as per the Format at Appendix VI duly signed by the Authorized Signatory, which shall form part of Service Agreement;

(i) Proof/receipt of payment towards payment of the Document Fee by way of Demand Draft or NEFT or RTGS, in accordance with Clause 1.2.1; and

(j) Duly completed checklist as per the format provided in Appendix VII.

For the avoidance of any doubt, scanned copies of the abovementioned documents shall be uploaded online on the e-Procurement Portal on or prior to the Bid Due Date.

**Financial Bid**

The Financial Bid, which shall be uploaded online (no hard copy submission), shall consist of the following particulars:

(i) Appendix IB (Letter comprising the Financial Bid)

(ii) Bill of Quantities (BOQ) as provided in the e-Procurement Portal (BOQ format solely for reference is set out at Appendix VIII)

2.11.2 The Technical Bid shall be submitted online and uploaded on the e-Procurement Portal. The Bidder shall also provide one physical hard copy of the Enclosures to Bid in accordance with the terms provided in this RFP. For the online submission, each page of the Technical Bid, including the Annexures thereto, shall bear the digital signature of the Bidder. The Bidders are required to sign their Bids using Class III - Digital Certificates at the time of uploading the soft copy of the Technical Bid. In case of a Consortium, the digital signature of the Lead Member

shall be affixed to every page of the Technical Bid and all Annexures thereof. The scanned copy of documents, mentioned above in Clause 2.11.1, comprising of the Technical Bid shall be uploaded online in proper resolution.

2.11.3 The hard copy of the Enclosures to Bid consisting of the documents listed at Clause 2.11.1 shall be placed in an envelope bearing "**Technical Bid for** Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh" and shall clearly indicate the name and address of the Bidder.

2.11.4 The Financial Bid shall be submitted online only on the e-Procurement Portal. The Financial Bid shall not be submitted physically in hard copy. Any submission of Financial Bid in hard copy shall lead to the Bid being rejected in its entirety and declared as non-responsive. Each page of the Financial Bid shall bear the digital signature of the Bidder. The Bidders are required to sign their Bids using Class III DSC only. In case of a Consortium, the digital signature of the Lead Member shall be affixed to every page of the Financial Bid.

2.11.5 The original hard copy of the Enclosures to Bid shall be addressed and submitted on or before Bid Due Date at the following address:

| | |
|---|---|
| DESIGNATION: | **GM Procurement, NHM** |
| ADDRESS: | 19A, Vidhansabha Marg, Lucknow -226001 |
| TELEPHONE NO: | 0522 – 2237496 |
| E-MAIL ADDRESS: | alstender.up@gmail.com |

2.11.6 If the envelope containing the hard copy of the Enclosures to Bid is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Technical Bid submitted and consequent losses, if any, suffered by the Bidder.

2.11.7 In the event of any discrepancy between the soft copy/scanned copy of the Enclosures to Bid uploaded to the e-Procurement Portal and the hard copy of the same, the soft copy/scanned copy will prevail provided, however, that regardless of anything to the contrary, in case of legal documents and financial instruments, the hard copy shall prevail over the soft copy.

2.11.8 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and will be rejected.

**2.12 Bid Due Date**

Technical & Financial Bid comprising of the documents listed at Clause 2.11.1 of the RFP shall be submitted online on or before the Bid Due Date in the manner and form as detailed in this RFP.

**2.13 Late Bids**

Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

**2.14 Procedure for tendering**

**2.14.1 Submission of Bids:**

2.14.1.1 The Bidder shall submit the Technical Bid online on the e-Procurement Portal on or prior to the Bid Due Date. The Bidder shall also submit a hard copy of the Enclosures to Bid in the manner specified in this Bid Document in Clause 2.10.6, a receipt thereof should be obtained from the person specified at Clause 2.11.5.

2.14.1.2 The Bidder shall upload the Financial Bid only on the e-Procurement Portal on or prior to the Bid Due Date. The Authority shall not entertain any physical submission of the Financial Bid. Any physical submission of the Financial Bid shall lead to the rejection of the Bid as being non-responsive.

2.14.1.3 The Bidder will receive a system generated acknowledgement of its Bid submission on the e-Procurement Portal to confirm successful uploading of its Bid.

**2.14.2 Substitution and Withdrawal of Bids**

2.14.2.1 The Bidder may substitute or withdraw its Bid after submission at any time prior to the specified time on the Bid Due Date on the e-Procurement Portal. No Bid will be substituted or withdrawn by the Bidder on or after the specified time on the Bid Due Date.

2.14.2.2 If the Bidder substitutes or withdraws its Bid after submission at any time prior to the specified time on the Bid Due Date on the e-Procurement Portal, then the hard copy of the original Enclosures to Bid will be returned unopened.

**2.15 Rejection of Bids**

2.15.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to 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

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or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.15.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

### 2.16 Validity of Bids

The Bids shall be valid for a period of not less than 180 (One hundred and Eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

### 2.17 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The 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 Authority or as may be required by law or in connection with any legal process.

### 2.18 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

## D. Bid Security

### 2.19 Bid Security

2.19.1 The Bidder shall furnish as part of its Bid, a Bid Security in the form of a bank guarantee issued by nationalized bank/Scheduled Bank in India, having a net worth of at least Rs. 20,000,000 (Rs. two crore), in favour of the Authority in the format at Appendix II (the "**Bank Guarantee**") and having a validity period of not less than 240 (two hundred and forty) days from the Bid Due Date and a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.

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For the avoidance of doubt, "**Scheduled Bank**" shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

2.19.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive. As part of the Bidding Process and for the avoidance of any confusion, the Bidder shall submit a scanned copy of the Bid Security along with online submission of the Technical Bid.

2.19.3 Save and except as provided in Clause 1.2.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 240 (two hundred and forty) days from the Bid Due Date.

2.19.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the Service Provider signing the Service Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Service Agreement.

2.19.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.19.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.19.6 The entire Bid Security shall be forfeited and appropriated by the Authority as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Service Agreement, or otherwise under the following conditions:

a) If a Bidder submits a non-responsive Bid;

Subject however that in the event of encashment of Bid Security occurring due to operation of para 2.19.6 (a), the Damage so claimed by the Authority shall be restricted to 5% (five percent) of the value of the Bid Security. For avoidance of doubt, in case the Bid is disqualified due to Conflict of Interest, the Damages shall be levied as per Clause 2.2.1 (c) RFP.

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b) 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;

c) 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 Authority;

d) In the case of Selected Bidder, if it fails within the specified time limit–

i) to sign and return the duplicate copy of LOA;
ii) to sign the Service Agreement; or
iii) to furnish the Performance Security within the period prescribed therefore in the Service Agreement;

e) In case the Selected Bidder, having signed the Service Agreement, commits any breach thereof prior to furnishing the Performance Security.

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## SECTION-3
## EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS

### 3.1 Opening and Evaluation of Technical Bids

3.1.1 The Authority shall open the soft copy of the Technical Bids online on the e-Procurement Portal at a time specified by the Authority on the date specified in Clause 1.3 and at the place specified in Clause 2.11.5 and in the presence of the Bidders and their authorized representatives who choose to attend.

3.1.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 3.

3.1.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

### 3.2 Tests of responsiveness

3.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is substantially responsive to the requirements of this RFP. A Technical Bid shall be considered substantially responsive only if it conforms to all the below-mentioned requirements without any material deviation or reservation:

(a) Technical Bid is received as per the format at Appendix IA including Annexure I to V;
(b) Technical Bid is received on or before the Bid Due Date
(c) Technical Bid is accompanied by the Bid Security as specified in Clause 2.1.6 and 2.1.7;
(d) Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.8;
(e) Technical Bid is accompanied by Power of Attorney for Lead Member of Consortium and the Joint Bidding Agreement as specified in Clause 2.1.9, if so required;
(f) Technical Bid is accompanied by Integrity Pact as per the Format at Appendix VI duly signed by the Authorized Signatory, which shall form part of the Service Agreement;
(g) Technical Bid contain all the information (complete in all respects) required in this RFP and/or Bidding Documents (in formats same as those specified);
(h) Technical Bid does not contain any condition or qualification;

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(i) Technical Bid contains certificates from its statutory auditors in the formats specified at Annexure-III of Appendix IA of the RFP for each eligible project;

(j) Technical Bid contains an attested copy of the receipt/ proof towards the payment of Document Fee by Demand Draft/NEFT/RTGS, as specified in Clause 1.2.1;

(k) Technical Bid is not non-responsive in terms hereof;

(l) The Bid is signed and initialled in accordance with the instructions provided in this RFP

(m) the hard copy of the Enclosures to the Bid is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.10 and 2.11.

3.2.2 The Authority reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

### 3.3 Evaluation parameters

3.3.1 Only those Bidders who meet the eligibility criteria (Technical Capacity and Financial Capacity) specified in Clause 2.2.2 above shall qualify for evaluation under this Section 3. Bids of firms/ consortia who do not meet these criteria shall be rejected.

3.3.2 Experience for any activity relating to an eligible project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

### 3.4 Technical capacity for purpose of evaluation

Subject to the provisions of Clause 2.2, the Bidder's experience shall be measured and stated in terms of its Technical Capacity.

### 3.5 Details of Experience

The Bidder should furnish the details of Eligible Experience for the last 1(one) financial year immediately preceding the Bid Due Date. The Bidders must provide the necessary information relating to Technical Capacity as per format at Annexure-II of Appendix IA.

Further, the Bidder should furnish the required project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annexure-IV of Appendix IA.

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### 3.6 Financial information for purposes of evaluation

3.6.1 The Bids must be accompanied by the audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (five) financial years[2], preceding the year in which the Bid is made.

3.6.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor/ chartered accountant shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) financial years preceding the year for which the Audited Annual Report is not being provided.

3.6.3 The Bidder must establish the Turnover specified in Clause 2.2.2 (B), and provide details as per format at Annexure-III of Appendix IA.

### 3.7 Opening and Evaluation of Financial Bids

The Financial Bids shall be opened online on the e-Procurement Portal. The Authority shall open the Financial Bids on date and time mentioned in Clause 1.3 in the presence of the authorized representatives of the Bidders who may choose to attend. The Authority shall publicly announce the Financial Bid for each of the technically responsive Bidders.

### 3.8 Selection of Bidder

3.8.1 Subject to the provisions of Clause 2.15.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2 and who quotes the Lowest Financial Quote, shall be declared as the selected Bidder (the "**Selected Bidder**").

3.8.2 In the event that, the assessed Financial Bid of two or more Bidders is the same (the "**Tie Bid**"), the Authority shall identify Selected Bidder as Bidder with the highest Financial Capacity as specified in Clause 2.2.2 (B).

3.8.3 In the event that the Lowest Bidder is not selected for any reason, the Authority shall annul the Bidding Process and invite fresh Bids. In the event that the Authority rejects or annual all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh bids hereunder.

3.8.4 Intentionally Left Blank

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3.8.5 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven)days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA and next eligible bidder may be considered.

3.8.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Service Provider to execute the Service Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Service Agreement.

### 3.9 Contact during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the 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 with the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

### 3.10 Correspondence with Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3.11 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

3.12 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

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## SECTION-4

## 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 LOA and during the subsistence of the Service Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Service Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Service Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or the Service Provider, as the case may be, if it determines that the Bidder Service Provider, as the case may be, 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 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 Authority under the Bidding Documents and/ or the Service Agreement, or otherwise.

4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Service Agreement, or otherwise if a Bidder or the Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Service Agreement, such Bidder or the Service Provider, as the case may be, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

4.3 For the purposes of this Section 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 Authority who is or has been associated in any manner, directly or indirectly, with

the Bidding Process or the LOA or has dealt with matters concerning the Service 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Service Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Service Agreement, who at any time has been or is a legal, financial or technical adviser of the 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 practice**" 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) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the 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

(e) "**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.

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## SECTION-5

## 5. PRE-BID CONFERENCE

5.1 Pre-Bid conference of the Bidders shall be convened at the designated date as mentioned in Clause 1.3 of this RFP and at the time and place as specified by the Authority. A maximum of three representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.

5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

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## SECTION-6

## 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, Uttar Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process including any terms and conditions specified in this RFP.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) suspend and/ or 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 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 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.

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[On the letter head of the Bidder/ Lead Bidder]

**APPENDIX IA**

**LETTER COMPRISING THE TECHNICAL BID**

***(Refer Clause 2.1.5, 2.11 and 3.2)***

To,
Directorate of Medical & Health Services
Government of Uttar Pradesh
Lucknow
Uttar Pradesh
Tele: [**]
E-mail: [**]

**Sub:** Technical Bid for Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh

Dear Sir,

1. With reference to your RFP document dated .....[3], I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Service Provider for the aforesaid Project, and we certify that all information provided in the Bid and in Annexures-I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.

3. This statement is made for the express purpose of our selection as a Service Provider for the Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh

4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.

5. I/ We acknowledge the right of the Authority to reject our Bid 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.

[3] All blank spaces shall be suitably filled up by the Bidder to reflect the particulars relating to such Bidder.

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6. I/ We certify that in the last three years, we/ any of the Consortium Members 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.

7. I/ We declare that:

   (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.

   (b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP document;

   (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

   (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. 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 Clause 2.15.2 of the RFP document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy (ies) the Financial Capacity criteria and meet(s) all the requirements as specified in the RFP document.

10. 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 Bid for this Project.

11. 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.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the 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.

13. I/We certify that the Directors / President / Chairperson / Trustee of our _____ (Please mention the exact nature of the entity such as Company / Society / Trust) M/s _____ or any Member of Consortium have not been criminally indicted or convicted of any offence nor is/are any criminal case(s) pending before any Competent Court.

14. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors.[4]

15. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Annexure-VI of Appendix IA thereof.

16. 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 provisions of this RFP, we shall intimate the Authority of the same immediately.

17. The Statement of Legal Capacity as per format provided at Annex-V in Appendix IA of the RFP document, and duly signed, is enclosed. The Power Of Attorney for Signing of Bid and [the Power of Attorney for Lead Member of Consortium][5], as per format provided at Appendix III and IV respectively of the RFP, are also enclosed.

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[4] In case the Applicant is unable to provide the certification specified in paragraph 13, it may precede the paragraph by the words viz. "Except as specified in Schedule ..... hereto". The exceptions to the certification or any disclosures relating thereto may be clearly stated in a Schedule to be attached to the Application. The Authority will consider the contents of such Schedule and determine whether or not the exceptions/disclosures are material to the suitability of the Applicant for pre-qualification hereunder.

[5] To be retained only in case Bidder is a Consortium

18. [I/We acknowledge and undertake that our Consortium is qualified on the basis of Technical Capacity and Financial Capacity of those of its Members, who shall have an equity share of at least 26% (twenty six per cent) of the subscribed and paid up equity of each in the SPV, provided that each such Member shall, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV and the Lead Member shall hold at least 51% (Fifty one percent) of the subscribed and paid up equity in the SPV until the expiry of the Agreement Period; We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Service Agreement in respect of Change in Ownership. The Consortium Member shall collectively undertake that they shall hold at least 100% (hundred per cent) of the subscribed and paid up equity of the SPV at all times until the expiry of the Agreement Period.][6]

19. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection as Service Provider under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Service Agreement, it would, notwithstanding anything to the contrary contained in the Service Agreement, be deemed a breach thereof, and the Service Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

20. I/ We understand that the Selected Bidder shall be an existing company incorporated in India, or be a society or a trust incorporated under applicable governing laws; or any combination of them.

21. 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 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.

22. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

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[6] To be retained only if the Bidder is a Consortium.

23. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of rights under the Service Agreement

24. I/We offer a Bid Security of INR [2,00,000,00]/- (Rupees [two crores] only) to the Authority in accordance with the RFP Document, enclosed in the format as provided in Appendix II of the RFP.

25. Intentionally Left Blank.

26. The documents accompanying the Technical Bid, as specified in Clause 2.11.1 of the RFP, have been submitted.

27. 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 / right is not awarded to me/us or our Bid is not opened or rejected.

28. The Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, the Service Agreement, our own estimates of costs and after a careful assessment of the site situations, and all the prevailing conditions that may affect the implementation of the Project.

29. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

30. [We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Service Provider under the Service Agreement till the Commencement Date in accordance with the Service Agreement.][7]

31. I/We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

32. I/We have read Clause 2.2.1A regarding restrictions on procurement from countries which share a land border with India and on sub-contracting to contractors from such countries; I/We certify that this bidder is not related to any entity from such a country or, if in case it is so related, it has been registered with the Competent Authority as provided in Order (Public Procurement No. 1)

[7] To be retained in case of consortium, only.

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dated 23rd July 2020 issued by the Ministry of Finance, Department of Expenditure Public Procurement Division and will not sub-contract any work to a contractor from such countries unless such contractor is registered with such Competent Authority. I/We hereby certify that this bidder fulfils all requirements in this regard as mentioned in this RFP and the aforesaid Order and is eligible to be considered.

33. Intentionally Left Blank.

34. I/ We hereby submit our Bid as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Service Agreement.

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

**Yours faithfully,**

**Date:**

**(Signature, Name and designation of the Authorised signatory)**

**Place:**

**(Name and seal of Bidder/Lead Member)**

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## APPENDIX IA

## ANNEXURE-I

## DETAILS OF BIDDER

1. (a) Name:
   (b) Country of incorporation:
   (c) Address of the corporate headquarters and its branch office(s), if any, in India:
   (d) Date of incorporation and/ or commencement of business:

2. Brief description of the company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:

   (a) Name:
   (b) Designation:
   (c) Company:
   (d) Address:
   (e) Telephone Number:
   (f) E-Mail Address:

4. Particulars of the Authorised Signatory of the Bidder:

   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Phone Number:

5. In case of a Consortium:

   (a) The information above (1-4) should be provided for all the Members of the Consortium.

   (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.1.15 (g) and provided in Appendix V, should be attached to the Bid.

   (c) Information regarding the role of each Member should be provided as per table below:

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| Sl. No. | Name of Member | Role* | Percentage of equity in the Consortium |
|---|---|---|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |

* The role of each Member, as may be determined by the Bidder, should be indicated such that LM means Lead Member and OM means Other Member. In case the eligible project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.

(d) The following information shall also be provided for each Member of the Consortium:

**Name of Bidder/ Member of Consortium:**

| No. | Criteria | Yes | No |
|---|---|---|---|
| 1. | Has the Bidder/ constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by it, from participating in any project? | | |
| 2. | If the answer to 1 is yes, does the bar subsist as on the date of Bid? | | |
| 3. | Has the Bidder/ constituent of the Consortium paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years? | | |

6. In case of an individual Bidder:
   (a) Name:
   (b) S/o:
   (c) Designation
   (d) Permanent Address:
   (e) Phone Number

7. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

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**APPENDIX IA**

**ANNEXURE-II**

**TECHNICAL CAPACITY OF THE BIDDER**

(Refer to Clauses 2.2.2(A) and 3.5 of the RFP)

**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 | |
| Year of Incorporation/Registration | |
| Name of the Authority 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 | |
| **Relevant Qualification Details Years wise and State Wise** | Please refer Note 3 below |
| **1. State wise** | |
| Years of experience in Ambulance/**Mobile Medical Unit** operations | Please refer Note 3 |
| Number of Years of experience in Vehicle Operations and supply of Skilled Manpower in Healthcare | |
| Number of Years of experience in supplying, supervising, training and management of at least **100 Skilled Manpower in Health Care** | x |
| | Year 1 |



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महानिदेशक
निदेशालय पूर्व स्वास्थ्य, उत्तराखण्ड

| | |
|---|---|
| Number of Ambulances/Vehicles/Mobile Medical Unit operated, and Skilled Manpower in Healthcare supplied | Please refer Note 3 below |
| Number of Ambulances/Vehicles/Mobile Medical Unit leased/ owned | |
| Number of Emergency Response Centre operated in the State | |
| Location and address of Emergency Response Centre | |
| Number of Call Operators working per Emergency Response Centre | |
| Average volume of daily calls received per Emergency Response Centre | |

The Bidder should provide details of experience of only those Projects of Ambulance operations/Vehicle/**Mobile Medical Unit** operations and supplying, supervising, training and management of at least 100 Skilled Manpower in Health Care 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 least 26% (twenty six) of the subscribed and paid up equity share of the SPV/Service Provider at all times for the entire Agreement period.

**Note 1**

a) Please enclose copy of Registration / Incorporation Certificates.

b) Please enclose copy of Certificate of Registration of GST, EPF, ESI (if applicable) with the Appropriate Authority, valid as on Bid 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.

**Note 3**

The Bidder shall provide documentary evidence by way of Statutory auditor's/Chartered Accountant's certificate or client certificate; And a copy of executed agreement evidencing the name of trained professional and their qualification in support of the Bidder fulfilling the given Technical Capacity.

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## APPENDIX IA

## ANNEXURE-III

## FINANCIAL CAPACITY OF THE BIDDER

**[Certificate from statutory auditor/ CA]**

*(Refer to Clauses 2.2.2(B), 2.2.3 (a) and 3.6 of the RFP)*

*(In INR. Crore)*

| **Bidder type** | **Average Turnover of Three Financial Years Immediately Preceding the Bid Due Date** (In Rs. Crore) | | | **Net worth at the end of the last financial year immediately preceding the Bid Due Date.** |
|---|---|---|---|---|
| | **2019/20** | **2018/19** | **2017/18** | |
| Single entity Bidder / Lead Member of the Consortium | | | | |
| **Total Average Annual Turnover for Single entity/ Consortium** | | | | |

*Note:*
Instructions:

1. The Bidder/ its constituent Lead Member shall attach copies of the balance sheets, financial statements and Annual Reports in accordance with Clause 2.2.3(a) of the RFP. The financial statements shall:

   a. reflect the financial situation of the Bidder or Lead Member, as the case may be, and its/ their Associates where the Bidder is relying on its Associate's financials;

   b. be audited by a statutory auditor/Chartered accountant;

   c. be complete, including all notes to the financial statements; and

   d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

*Note:*

1. *In case of a Consortium the Financial Statement reflecting the Average Annual Turnover of Lead Member and/or its/their Associates being evaluated to meet the Financial Capacity shall be prepared and signed by the Lead Member, and the certificates from statutory auditors/ Chartered*

*Accountant of the Lead Member shall be attached to this Financial Statement.*

2. *For conversion of US Dollars to Rupees, the rate of conversion shall be exchange rate issued by Reserve Bank of India on the Bid Due Date as. In case of any other currency, the same shall first be converted to US$ as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US$ shall be converted into INR 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.*

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## APPENDIX IA

## ANNEXURE-IV

## DETAILS OF ELIGIBLE PROJECTS

*[Refer to Clause 3.5 of the RFP]*

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.

<table>
<tr><td colspan="2">Name of entity providing support:</td><td colspan="2"></td><td colspan="3">Project cost:</td></tr>
<tr><td colspan="2" rowspan="2">Location: (country, state, districts):</td><td colspan="2"></td><td colspan="3">No. of staff by category:</td></tr>
<tr><td colspan="3">Fleet Details</td><td rowspan="2">No. of Skilled Manpower in Health Care Deployed</td></tr>
<tr><td colspan="2">Ambulance</td><td>Vehicles</td><td>Mobile Medical Unit</td></tr>
<tr><td colspan="2">Duration of Ambulance /Vehicle/Mobile Medical unit and supplying, supervising, training and management of at least 100 Skilled Manpower in Health Care provision:</td><td colspan="2"></td><td colspan="3">Profile of staff:<br>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 center employee.)</td></tr>
<tr><td>Start Date:</td><td>Completion Date:</td><td colspan="2"></td><td colspan="3">Name of Associates, Consortium Members (if any):</td></tr>
<tr><td colspan="2"></td><td colspan="5">Details of government organisation, funding organisation or contracting agency for Ambulance services/Vehicle/Mobile Medical Unit operations and supplying, supervising, and management of at least 100 Skilled Manpower in Health Care:</td></tr>
<tr><td colspan="2"></td><td colspan="5">Name of Senior staff (Project Director, Project Manager) involved and functions performed:</td></tr>
</table>

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| | |
|---|---|
| | **Narrative description of project and the outcome:** |
| | **Brief description of actual services provided:** |
| | **Fleet details:**<br>• Number of Ambulance/ Vehicles/Mobile Medical Unit operated<br>• Number of Ambulances/Vehicles/Mobile Medical Unit owned/ leased |
| | **Emergency Response Centre / Call Centre:**<br>• Average number of calls received per month<br>• Software used<br>• 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. The Lead Member, whose experience is evaluated for the purposes of qualification under this RFP, shall hold at least 51% (Fifty one percent) of the subscribed and paid up equity share of the SPV/ Service Provider at all times for the entire Agreement Period. Other Members of the Consortium whose experience is evaluated for the purposes of qualification under this RFP, shall hold at least 51% (Fifty one percent) of the subscribed and paid up equity share of the SPV/ Service Provider at all times for the entire Agreement Period
3. Ambulances services/Vehicle/Mobile Medical Unit operations 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.

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**APPENDIX IA**
**ANNEXURE-V**

## STATEMENT OF LEGAL CAPACITY

*(To be forwarded on the letterhead of the Bidder / Lead Member of Consortium)*

**Ref. Date:**

To,
[.....]
Dear Sir,

We hereby confirm that we/ our Members in the Consortium (constitution of which has been described in the bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (insert Member's name) will act as the Lead Member of our Consortium.[8]

We have agreed that ..... (insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

**Yours faithfully,**

**(Signature, name and designation of the authorised signatory)**

**For and on behalf of.....**

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[8] Please strike out sentence if this is not applicable

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## APPENDIX IA

## ANNEXURE-VI

## GUIDELINES OF THE DEPARTMENT OF DISINVESTMENT[9]

*(Refer Clause1.2.1)*

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment
Block 14, CGO Complex
New Delhi.
Dated 13th July, 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

(a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.

(b) In regard to matters relating to the security and integrity of the country, any charge- sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant

[9] These guidelines may be modified or substituted by the Government from time to time.

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facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

(c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.

(d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified.
The mere pendency of appeal will have no effect on the disqualification.

(e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.

(f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.

(g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-
(A.K. Tewari)
Under Secretary to the Government of India

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**[On the letter head of the Bidder/ Lead Bidder]**
**APPENDIX IB**

Letter comprising the Financial Bid
(Refer Clauses 2.1.5 and 2.11.1)

**(NOT TO BE SUBMITTED IN THE TECHNICAL BID)**

**To,** **Dated:**

Dist: [**]
Tele: [**]
E-mail: [**]

**SUB:** Financial Bid for Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh
Dear Sir,

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

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Service Provider for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.

3. The Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Service Agreement and its Schedules, our own estimates of costs and after a careful assessment of the site and all own the conditions that may affect the Estimated Project Cost and implementation of the Project.

4. I/ We acknowledge the right of the Authority to reject our Bid 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. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

6. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

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7. I/We hereby confirm to confirm one designated official of the Authority, as nominated by the Authority, to be a Director in the Board of the SPV.

8. In addition, the Bidder shall also submit a fully completed Bill of Quantities (BOQ) as provided in the e-Procurement Portal. In the e-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the Bidder. The Bidder shall fill in the rate in figures and must not leave any cell blank. He has to only write (type) his offer in figures, the words will be self generated (Enabling macros).

**Yours faithfully,**

**Date:**
**Place:**

**(Signature, Name and designation of the Authorised signatory)**
**(Name and seal of Bidder/Lead Member)**

## APPENDIX II

## BANK GUARANTEE FOR BID SECURITY

*(Refer Clauses 2.1.6 and 2.19.1)*

B.G. No. Dated:

1. In consideration of you, National Health Mission, Uttar Pradesh, having its office at Office of the _____ (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of ..... (a company registered under Companies Act, 1956/2013 (and acting on behalf of its Consortium) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh (hereinafter referred to as "**the Project**") pursuant to the RFP Document dated [XX] issued in respect of the Project and other related documents including without limitation the Service Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at ..... and one of its branches at {Uttar Pradesh .....} (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.6 read with Clause 2.1.7 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of INR [**]/- (Rupees [**] only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity

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period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to INR [**]/- (Rupees [**] only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 240 (two hundred and forty) days from the Bid Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to of INR [**]/- (Rupees [**] only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before (indicate date falling 240 days after the Bid Due Date).

Signed and Delivered by .....
Bank

By the hand of Mr./Ms ....., its..... and authorised official.

(Signature of the Authorised Signatory)
(Official Seal)

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## APPENDIX III

## FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID[10]

*(Refer Clause 2.1.8)*
*(To be executed on Stamp paper of appropriate value)*

Know all men by these presents, We, ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of..... and presently residing at ....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh, proposed by National Health Mission, Uttar Pradesh (the "**Authority**") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority.

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

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

For .....

(Signature, name, designation and address of person authorized by Board Resolution

[10] To be submitted in original

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in case of Firms/Company)/Partner in case of Partnership Firms

Witnesses:

1.

2.

Notarised
Person identified by me/personally appeared before me /signed before me/Attested/Authenticated*
(*Notary to specify as applicable)
(Signature, Name and Address of the Notary)
Seal of the Notary
Registration Number of the Notary
Date_____

Accepted

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

*Notes:*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

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## APPENDIX IV

## FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM[11]

*(Refer Clause 2.1.9)*
*(To be executed on Stamp paper of appropriate value)*

Whereas the National Health Mission, Uttar Pradesh ("the Authority") has invited bids from interested parties for the Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh (the "**Project**").Whereas, ……., …….. and …….. (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

[11] To be submitted in original

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in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Service Agreement is entered into with the Authority.

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

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

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

Witnesses:

1.

2.

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

*Notes:*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in*

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*favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

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## APPENDIX V

## FORMAT FOR JOINT BIDDING AGREEMENT FOR CONSORTIUM

*(Refer Clause 2.1.9 & 2.1.15(g))*
*(To be executed on Stamp paper of appropriate value)*

THIS JOINT BIDDING AGREEMENT is entered into on this the ..... day of ..... 20...

**AMONGST**

1. {..... Limited, a company incorporated under the ..... and having its registered office at.....} (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

2. {..... Limited, a company incorporated under the ..... having its registered office at..... } and (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

**AND**

3. {..... Limited, incorporated under the ..... and having its registered office at .....} (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

**WHEREAS,**

(A) The National Health Mission, Uttar Pradesh and Directorate of Medical & Health Services having its principal offices at ___, [**] (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the "**Bids**") by its Request for Proposal No. .....dated .....(the "**RFP**") for award of contract for Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh (the "**Project**").

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(B) The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the RFP document and other Bidding Documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the Members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows**

**1. Definitions and Interpretations**

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

**2. Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

**3. Covenants**

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "**SPV**") under the Indian Companies Act, 2013 for entering into a Service Agreement with the Authority and for performing all its obligations as the Service Provider in terms of the Service Agreement for the Project.

**4. Role of the Parties**

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

(a) Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until Commencement Date under the Service Agreement.;

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(b) Party of the Second Part shall be {the Other Member of the Consortium;}

**5. Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Service Agreement, till the execution of the Service Agreement.

**6. Shareholding in the SPV and Role of the Parties**

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

| Name of Party | Role* | % of Shareholding |
|---|---|---|
| First Party | | |
| Second Party | | |

6.2 The Parties undertake that each Member of the Consortium, whose experience and Turn over have been reckoned for the purposes of qualification and short-listing of Bidders for the Project, shall hold a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the fifth anniversary of the Commencement Date.

6.3 Intentionally Left Blank

6.4 The Parties undertake that they shall collectively hold at least 100% (one hundred per cent) of the subscribed and paid up equity share capital of the SPV/ Service Provider at all times until the expiry of the Agreement Period. The Lead Member shall hold 51% (Fifty-One per cent) of the subscribed and paid up equity share capital of the SPV throughout the Agreement Period.

6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Service Agreement.

**7. Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

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(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, rights, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

## 8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Service Agreement under and in accordance with the Service Agreement, in case the Project is awarded to the

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Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified/selected or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

**9. Miscellaneous**

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
For and on behalf of
LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:
1.

2.

**Notes:**

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the



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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. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.




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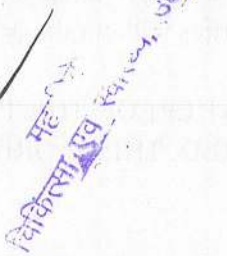

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## APPENDIX VI

## INTEGRITY PACT

**National Health Mission, Uttar Pradesh hereinafter referred to as "The Authority"**

**AND**

**(Name of the Bidders and Consortium Members) ..... ..... hereinafter referred to as "The Bidder/Contractor"**

**Preamble**: The Authority intends to award, under laid down organizational procedures, contract for Tender No. E..... The Authority values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations in pursuance of the same, the Authority agrees to appoint an external independent Monitor who will monitor the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Authority**

1. The Authority commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

(a) No employee of the Authority, personally or through family members, will in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

(b) The Authority will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidders.

(c) The Authority will exclude from the process all known prejudicial persons.

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2. If the Authority obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Authority will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Authority, the proceedings under the contract would not be stalled.

**Section 2 - Commitments of the Bidder / Contractor**

1. The Bidder/Contractor commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post- contract stages. He commits himself to observe the following principles during the contract execution.

a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Authority's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.

b. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness, or to introduce cartelization in the bidding process.

c. The Bidder/Contractor will not commit any offence, under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Authority, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

e. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.

f. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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g. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.

2. The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

**Section-3 Disqualification from or exclusion from future contracts**

If the Bidder, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as Bidder, into question, the Authority is entitled to disqualify the Bidder, from the tender process, or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Authority is entitled to disqualify the Bidder/Contractor from the tender process, terminate the contract if already awarded and also, to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion, will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions, within the company hierarchy of the Bidder and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 3 years.

**Note:** A transgression is considered to have occurred, if in the light of available evidence, no reasonable doubt is possible.

2. The Bidder accepts and undertakes to respect and uphold, the Authority's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that, he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Authority may revoke the exclusion prematurely.

**Section-4 Compensation for damages**

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1. If the Authority has disqualified the Bidder, from the tender process prior to the award, according to Section-3, the Authority is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.

2. If the Authority has terminated the contract according to Section-3, or if the Authority is entitled to terminate the contract according to Section3, the Authority shall be entitled to demand and recover from the Contractor, liquidated damages equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The Bidder agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder/Contractor can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the Authority, only to the extent of the damage in the amount proved.

**Section-5 Previous transgression**

1. The Bidder declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Public Sector Enterprises in India, that could justify his exclusion from the award of the contract.

2. If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

**Section-6 Equal treatment of all Bidders/Contractors/ Subcontractors**

1. The Bidder/Contractor undertakes to demand from all subcontractors, a commitment in conformity with this Integrity Pact, and to submit it to the Authority before contract signing.

2. The Authority will enter into agreements with identical conditions as this one which all Bidders, Contractors and Subcontractors.

3. The Authority will disqualify from the tender process all Bidders, who do not sign this part or violates its provisions.

**Section-7 Criminal charges against violating Bidders/ Contractors/ Sub-contractors**

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If the Authority obtains knowledge of conduct of a Bidder/Contractor or Subcontractor, or of an employee, or a representative, or an associate of a Bidder/Contractor, or Subcontractor, which constitutes corruption, or if the Authority has substantive suspicion, in this regard, the Authority will inform the Vigilance office.

**Section-8. External Independent Monitor**

1. Pursuant to the need to implement and operate this Integrity Pact the Authority has appointed the following Independent Monitors:

(i) [**]

The task of the Monitors, is to review independently and objectively, whether and to what extent, the parties comply with the obligations under this agreement.

2. The Monitors are not subject to instructions, by the representative of the parties to the Chairperson of the Board of the Authority.

3. The Bidder/Contractor accepts that, the monitors have the right to access, without restriction to all Project documentation of the Authority, including that provided by the Contractor. The Bidder/Contractor will also grant the Monitors, upon his request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to Subcontractors. The monitors are under contractual obligation, to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.

4. The Authority will provide to the Monitors, sufficient information about all meetings, among the parties related to the Project, provided such meetings could have an impact, on the contractual relations between the Authority and the Bidder/Contractor. The parties offer to the Monitors the option to participate in such meetings.

5. As soon as the Monitors notice a violation of this agreement, he/they will so inform the Management of the Authority and request the management to discontinue, or heal the violation. Or to take other relevant action. The Monitors can in this regard submit non- binding recommendations. Beyond this, the Monitors have no right to demand from the parties, that they act in a specific manner, refrain from action or tolerate action.

6. The Monitors will submit a written report, to the Chairperson of the Board of the Authority, within 8 to 10 weeks from the date of reference of intimation to him by the 'Authority' and, should the occasion arise, submit proposals for correcting problematic situations.

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7. If the Monitors have reported to the Chairperson of the Board, a substantiate suspension of an offence, under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitors may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

**Section-9 Pact Duration**

This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made.

If any claim is made/lodged during this time, the same shall be binding and continue be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined Chairperson of the Authority.

The Pact duration in respect of unsuccessful Bidders shall expire after 3 months of the award of the contract.

**Section-10: Other Provisions**

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Authority, i.e. Uttar Pradesh.

2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.

3. If the Bidder / Contractor is a partnership or a consortium, this agreement must be, signed by all partners or Consortium Members.

4. Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intensions.

**For the Authority** **For the Lead Member / Bidder**

**Place:**

**Witness-1 : .....**

**Witness-2 : .....**

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**Date : __/__ /_____**

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## APPENDIX VII

## CHECK LIST

(Mandatory Documents to be uploaded in the Technical bid.)

| TECHNICAL BID DOCUMENTS. | | | Page No |
|---|---|---|---|
| 1 | Appendix IA (Letter comprising the Technical Bid) including Annexure I to V and supporting certificates / documents | Yes / No | |
| 2 | Power of Attorney for signing the Bid as per the format at Appendix III; | Yes / No | |
| 3 | if applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix IV; | Yes / No | |
| 4 | if applicable, Joint Bidding Agreement for Consortium as per the format at Appendix V; | Yes / No | |
| 5 | copy of the certificate of incorporation or equivalent. | Yes / No | |
| 6 | copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 3 financial years[12]; | Yes / No | |
| 7 | Bid Security of INR [**]/- (Rupees [**] only) in the form of Bank Guarantee in the format at Appendix II from a nationalized bank or a Scheduled Bank; | Yes / No | |
| 8 | Integrity Pact as per the Format at Appendix VI duly signed by the Authorized Signatory, which shall form part of Service Agreement; | Yes / No | |
| 9 | Proof/ receipt of payment of the Document Fee by way of NEFT/RTGS/ Demand Draft, in accordance with Clause 1.2.1. | Yes / No | |
| 10 | Copy of Check List as per Appendix VII | Yes / No | |
| 11 | Any other Documents as per the requirement of RFP | Yes / No | |

For the avoidance of any confusion, scanned copies of the abovementioned documents shall be uploaded online on the e-Procurement Portal on or prior to the Bid Due Date.

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## APPENDIX VIII

## BOQ – Format for Financial Bid




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## APPENDIX IX

## E-TENDERING DETAILS

### 1. Submission of e-Bids

The e-Bid Submission module of e-Tender portal http://etender.up.nic.in enables the bidders to submit the e-Bid online against the e-Tender published by the NHM-UP. Bid Submission can be done only from the Bid Submission start date and time till the e-Bid Submission end date and time given in the e-Bid. Bidders should start the e-Bid Submission process well in advance so that they can submit their e-Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-Tender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the Tender schedule. Once the e-Bid submission date and time is over the Bidders cannot submit their e-Bid. For delay in submission of e Bids due to any reasons, the Bidders shall only be held responsible.

The Bidders have to follow the following instructions for submission of their e Bids:

For participating in e-Tender through the e-Biding system, it is necessary for the Bidders to be the registered users of the e-Tender portal http://etender.up.nic.in. For this, the Bidders have to register themselves by depositing a fee of Rs. 6000/- (Rupees Six thousand only) in the office of U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow-226 001 for getting a valid User ID and password and the required training/ assistance etc. on e-Tender portal http://etender.up.nic.in. The Bidders may contact U.P. Electronics Corporation Limited.

In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the User Login option on the home page with the Login Id and Password with which he/she has registered as enumerated in the preceding paragraph above.

For successful registration of DSC on e-Procurement portal http://etender.up.nic.inthe Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, State government of India. The Bidder may also apply to office of U.P. Electronics Corporation Limited, (UPLC) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPLC's website www.uplc.inalong with the payment of fee of Rs. 1500/- per person, The Bidder is also advised to register his/her DSC on e-Tender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her e-Bid against this e-Tender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before e-Bid submission date starts. The NHM-UP shall not be held responsible if the Bidder tries

to submit his/her e-Bids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.

The Bidder can search for active Bids through "Search Active Bids" link, select a Bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the e-Bid Submission menu. After selecting and viewing the Bid, for which the Bidder intends to e-Bid, from "My Bids" folder, the Bidder can place his/her Bid by clicking "Pay Offline" option available at the end of the view Bid details form. Before this, the Bidder should download the Bid document and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format. After clicking the 'Pay Offline' option, the Bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee offline payment details. After entering and saving the Processing fee details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc. of this RFP document. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before Bid submission and date and time, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted. Before uploading, the Bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in Technical schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label.

The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the Bid openers to ensure that the Bid documents are protected, stored and opened by concerned Bid openers only.

After successful submission of e-Bids, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

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## SCHEDULE I

## SCOPE OF SERVICES

a. 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 Service Agreement.

b. 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 Schedule VII.

c. The Authority envisages initial operations of a total of 250 Advanced Life Support (ALS) Ambulances as part of scope of work for ALS Ambulance Services.

d. The ALS Ambulance Services shall be provided free of cost to the public.

e. The term of Service Agreement shall be for the period of 60 (sixty) months / 5 (five) years. (the "**Term / Agreement Period**").

f. The Services shall operate 24 hours a day, 365 days a year.

g. The Ambulance make, model and other specifications are as per Schedule VIA. The Service Provider shall be given possession of the 250 ALS Ambulances for the purpose of operation and maintenance, as per the terms of the Service Agreement. The Authority may in future integrate all the emergency call centre facilities with ALS Ambulances. The Service Provider shall ensure and procure installation of Monitoring Application with Open Source Code for ensuring administration of drugs to each patient, equipment used for each patient care, while transferring the patient from one facility to another, so that ALS Ambulance is not just a patient transportation facility. Further, the cost pertaining to procurement, replacement and maintenance of equipment, consumables, drugs etc. in the ALS Ambulance shall be borne by the Service Provider. The outcome of the Monitoring Application shall be filled by the ALS Ambulance staff for each trip and shall be made available on real-time basis to the Authority.

h. During the Agreement Period, the Service Provider will be responsible for, procurement, replacement and maintenance of equipment for the Ambulances, at its own cost. The Authority may in future integrate all the emergency call centre facilities with ALS Ambulances. Further, the cost pertaining to procurement, replacement and maintenance of equipment in the ALS Ambulance shall be borne by the Service Provider.

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i. The Service Provider will be responsible for overall administrative, technological, managerial and leadership support for ALS services.
j. The Service Provider shall be required to appoint and recruit staff and impart adequate training to manpower.
k. Service Provider should deploy trained staff in ALS ambulances only: Ambulance Personnel - Each Ambulance should have a Driver and an Advanced Cardiac Life Support Certified Emergency Medical Technician.
l. The Service Provider shall ensure and procure that ALS response centre will be provided by through an integrated call centre facility. The ALS Response Centre shall be made fully equipped for receiving calls, through twenty four hour dedicated phone lines, from the general public/ Chief Medical Superintendent (CMS)/Chief Medical Officer (CMO) as per Good Industry Practice.
m. The Service Provider will comply with Performance Standards (per Schedule 3 of Part – II of the RFP document) for ALS Response Centre, for handling all calls and queries.
n. The Service Provider will be required to install Global Positioning System (GPS) and smart phone devise (Smart Phone) in all ALS ambulances to ensure all trip distances and ALS Ambulance locations are accurately recorded. The Service Provider shall also procure and provide access point name Sim (APN Sim) for the Smart Phone. The Service Provider will also provide link to the GPS enabled trip data on real time basis to the Authority, for performance monitoring and payment purposes. Variance of only up to 10% in GPS data recording shall be acceptable.
o. 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.
p. Service Provider will ensure that the ALS Ambulances fully comply with the stipulated requirements (specified under Schedules II 2 to V) enforced by the Authority.

q. The Authority will hand-over the ALS Ambulances in Satisfactory Working Condition after joint inspection as per the provision of the Service Agreement. The Authority shall handover the ALS Ambulances to the Service Provider in Satisfactory Working Condition after joint inspection. For the avoidance of doubt, it is clarified that the cost (if any) to make the equipment in the ALS Ambulances operational which are found to be non-operational or replacement of any such equipment which are found to be condemned during the joint inspection shall be borne by the Authority. . During the Agreement Period, the associated equipment, as provided in Schedule II of RFP, will be procured by the Service Provider. Further, the cost pertaining to procurement, replacement and maintenance of equipment in the ALS Ambulance shall be borne by the Service Provider during the Agreement Period. Additionally, the procurement of hardware equipment and software for ARC shall be borne by the Service Provider. The Service Provider shall certify that all the

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equipment procured, installed are as per Good Industry Practice and the quality standards of all the Medical Equipment must be certified by Indian/ International recognised agency. Additionally, the Service Provider needs to provide the details of every replaced equipment to the Authority on quarterly basis. .

r. The Service Provider shall permanently stock the Ambulance with the essential, good quality consumables & medical consumables (as per the list provided in Schedules III, IV and V) 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.

s. 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.

t. The Service Provider shall operate and maintain ALS Response Centre, Ambulances, equipment and other facilities in a good working conditions with appropriate maintenance and repair and if required, modify, repair, replace and improve the facilities.

u. 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.

v. The Authority may increase the number of ALS Ambulances (maximum to 250) beyond the present number of 250 within 5 (five) years from the date of execution of this Agreement.

w. 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 as per the terms of the Service Agreement.

x. The Service Provider shall develop an ALS Response Centre level dashboard prior to the Commencement Date, displaying the following minimum information.
   a. Equipment-status (functional/non-functional) daily basis for all Ambulances
   b. Drugs/Consumables- stock availability on a daily basis for all Ambulances
   c. Status of ALS Ambulance -availability and location for all ambulances
   d. Any other parameters decided during the finalisation of SOP as per the provisions stipulated in the Agreement

   This ALS Response Centre Dashboard shall be made available to the Authority for all 250 ambulances once a day and during the day. Further, Service Provider shall inform the Authority immediately as soon as any of the Ambulances becomes non-operational for any of the above-mentioned reasons.

y. The Service Provider should deploy trained staff in ALS ambulances and ARC:
   a. 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

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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.

z. The Service Provider should ensure sufficient space to accommodate hardware, furniture, other equipment and support staff at ALS Response Centre.

## SCHEDULE II

## LIST OF MEDICAL EQUIPMENT

The quality standards of all the Medical Equipment listed below must be certified by Indian/ International recognised agency.

| S. No. | List of Medical Equipment |
|---|---|
| 1. | Automated External Defibrillator<br>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)<br>Blades of different sizes (0, 1, 2, 3, 4, 5) |
| 7. | Emergency Suction Systems<br>Suction Pump, foot operated<br>Silicon Tubing (two sets)<br>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 |

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| S. No. | List of Medical Equipment |
|---|---|
| 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<br>Collection bottle of approximately 300 ml capacity<br>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) |
| 23. | Bag & Mask Ventilation Device (Adult) |
| 24. | Portable Hand Held Glucometer |
| 25. | Blood pressure sphygmomanometer and cuff<br>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:<br>Hammer, four pound with 15 inch handle<br>One axe<br>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 |
| 32. | Pulse oximeter |

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## SCHEDULE III

## 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:<br>Pneumatic splints set of six with carrying case<br>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 |

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## SCHEDULE IV

## 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 |

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| S. No. | Items |
|---|---|
| 25. | Gauze rolls Sterile (various sizes) |
| 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 |

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## SCHEDULE V

## 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. | Ondanseteron | 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 |

Med Care 365 Medical Services Private Limited
Authorised Signatory
ZIQITZA HEALTHCARE LIMITED MUMBAI



अपर्णा यू०
मिशन निदेशक
राष्ट्रीय स्वास्थ्य मिशन, उत्तराखंड

चिकित्सा एवं स्वास्थ्य, उत्तराखंड

| S. No. | Name of Medication | Form/Use |
|---|---|---|
| 26. | Noradrenaline | Injectable |
| 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 |

ZIQITZA HEALTH CARE LIMITED

Med Care 365 Medical Services Private Limited
Authorised Signatory

अपर्णा यू०
निदान निदेशक
राष्ट्रीय स्वास्थ्य मिशन, उत्तरप्रदेश

महानिदेशक
चिकित्सा एवं स्वास्थ्य, उ0प्र0

## SCHEDULE VIA

## 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 सेवायें,
उ0प्र0, लखनऊ।

चिकित्सा अनुभाग-1 लखनऊ: दिनांक 11 जुलाई, 2016

विषयः राष्ट्रीय स्वास्थ्य मिशन के अंतर्गत अनुमोदित ए0एल0एस0 एवं कार्डियक 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 ए0एल0एस0 एवं कार्डियक 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 ए0एल0एस0 एम्बुलेंस तथा 02 नग कार्डियक एम्बुलेंस अर्थात कुल 152 नग एम्बुलेंसों को डी0जी0एस0 एण्ड डी0 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 रु0 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, एन0एच0एम0, उ0प्र0, लखनऊ।

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।
2- इस शासनादेश की प्रमाणिकता वेब साइट http://shasanadesh.up.nic.in से सत्यापित की जा सकती है।

Authorised Signatory

महानिदेशक
चिकित्सा एवं स्वास्थ्य, उ0प्र0


ZIQITZA HEALTHCARE LIMITED
MUMBAI


Med Care
Authorised Signatory




महानिदेशक
चिकित्सा एवं स्वास्थ्य, दमन


संयुक्त सचिव
निदेशक
राष्ट्रीय स्वास्थ्य मिशन, राजस्थान

## SCHEDULE VIB

[ Schedule not in use]

ZIQITZA HEALTHCARE LIMITED MUMBAI
Med Care 365 Medical Services
Authorised Signatory

## SCHEDULE VIC

## LIST OF VEHICLES ALONG WITH REGISTRATION, CURRENT ODOMETER

| Sr No | Category1 | Reg.No | District (As per Monthly Report) | Model | Date of Registration | Final ODO as on 31st Aug'20 |
|---|---|---|---|---|---|---|
| 1 | ALS | UP41G3870 | Bahraich | Force 3350 | 05-11-16 | 244509 |
| 2 | ALS | UP41G3871 | Barabanki | Force 3350 | 05-11-16 | 150931 |
| 3 | ALS | UP41G3872 | Bareilly | Force 3350 | 05-11-16 | 183618 |
| 4 | ALS | UP41G3873 | Budaun | Force 3350 | 05-11-16 | 124982 |
| 5 | ALS | UP41G3874 | Hardoi | Force 3350 | 05-11-16 | 277726 |
| 6 | ALS | UP41G3875 | Kheri | Force 3350 | 05-11-16 | 307022 |
| 7 | ALS | UP41G3876 | Lucknow | Force 3350 | 05-11-16 | 81608 |
| 8 | ALS | UP41G3877 | Pilibhit | Force 3350 | 05-11-16 | 141029 |
| 9 | ALS | UP41G3878 | Shahjahanpur | Force 3350 | 05-11-16 | 230671 |
| 10 | ALS | UP41G3879 | Sitapur | Force 3350 | 05-11-16 | 249087 |
| 11 | ALS | UP41G3880 | Unnao | Force 3350 | 05-11-16 | 110189 |
| 12 | ALS | UP41G3881 | Ambedkar Nagar | Force 3350 | 05-11-16 | 422119 |
| 13 | ALS | UP41G3882 | Gonda | Force 3350 | 05-11-16 | 248096 |
| 14 | ALS | UP41G3883 | Pratapgarh | Force 3350 | 05-11-16 | 300716 |
| 15 | ALS | UP41G3884 | Basti | Force 3350 | 05-11-16 | 365042 |
| 16 | ALS | UP41G3885 | Deoria | Force 3350 | 05-11-16 | 126620 |
| 17 | ALS | UP41G3886 | Siddharth Nagar | Force 3350 | 05-11-16 | 245091 |
| 18 | ALS | UP41G3887 | Gonda | Force 3350 | 05-11-16 | 208589 |
| 19 | ALS | UP41G3888 | Gorakhpur | Force 3350 | 05-11-16 | 316440 |
| 20 | ALS | UP41G3889 | Kushinagar | Force 3350 | 05-11-16 | 259975 |
| 21 | ALS | UP41G3890 | Mahrajganj | Force 3350 | 05-11-16 | 211126 |
| 22 | ALS | UP41G3891 | Mau | Force 3350 | 05-11-16 | 115605 |
| 23 | ALS | UP41G3892 | Sant Kabir Nagar | Force 3350 | 05-11-16 | 137717 |
| 24 | ALS | UP41G3893 | Shrawasti | Force 3350 | 05-11-16 | 190962 |
| 25 | ALS | UP41G3894 | Ayodhya | Force 3350 | 05-11-16 | 335957 |
| 26 | ALS | UP41G3895 | Agra | Force 3350 | 05-11-16 | 211555 |
| 27 | ALS | UP41G3896 | Baghpat | Force 3350 | 05-11-16 | 190674 |
| 28 | ALS | UP41G3897 | Baghpat | Force 3350 | 05-11-16 | 127109 |
| 29 | ALS | UP41G3898 | Bijnor | Force 3350 | 05-11-16 | 189841 |
| 30 | ALS | UP41G3899 | Bulandshahar | Force 3350 | 05-11-16 | 238469 |
| 31 | ALS | UP41G3900 | Gautam Buddha Nagar | Force 3350 | 05-11-16 | 156712 |
| 32 | ALS | UP41G3901 | Hathras | Force 3350 | 05-11-16 | 107873 |
| 33 | ALS | UP41G3902 | Hapur | Force 3350 | 05-11-16 | 152638 |
| 34 | ALS | UP41G3903 | Hathras | Force 3350 | 08-11-16 | 93317 |
| 35 | ALS | UP41G3904 | Jyotiba Phule Nagar | Force 3350 | 08-11-16 | 114037 |
| 36 | ALS | UP41G3905 | Mathura | Force 3350 | 08-11-16 | 125451 |
| 37 | ALS | UP41G3906 | Meerut | Force 3350 | 08-11-16 | 221251 |
| 38 | ALS | UP41G3907 | Moradabad | Force 3350 | 08-11-16 | 173432 |
| 39 | ALS | UP41G3908 | Rampur | Force 3350 | 08-11-16 | 128253 |
| 40 | ALS | UP41G3909 | Muzaffarnagar | Force 3350 | 08-11-16 | 219051 |

Med Care 365 Medical Services Private Limited
Authorised Signatory

| Sr No | Category1 | Reg.No | District (As per Monthly Report) | Model | Date of Registration | Final ODO as on 31st Aug'20 |
|---|---|---|---|---|---|---|
| 41 | ALS | UP41G3910 | Saharanpur | Force 3350 | 08-11-16 | 256673 |
| 42 | ALS | UP41G3911 | Sambhal | Force 3350 | 08-11-16 | 95986 |
| 43 | ALS | UP41G3912 | Sambhal | Force 3350 | 08-11-16 | 165159 |
| 44 | ALS | UP41G3913 | Prayagraj | Force 3350 | 08-11-16 | 227212 |
| 45 | ALS | UP41G3914 | Ballia | Force 3350 | 08-11-16 | 205357 |
| 46 | ALS | UP41G3915 | Kaushambi | Force 3350 | 08-11-16 | 153616 |
| 47 | ALS | UP41G3916 | Csjm Amethi | Force 3350 | 08-11-16 | 158014 |
| 48 | ALS | UP41G3917 | Ghazipur | Force 3350 | 08-11-16 | 224237 |
| 49 | ALS | UP41G3918 | Jaunpur | Force 3350 | 08-11-16 | 144921 |
| 50 | ALS | UP41G3919 | Mirzapur | Force 3350 | 19-11-16 | 112677 |
| 51 | ALS | UP41G3920 | Ayodhya | Force 3350 | 19-11-16 | 314197 |
| 52 | ALS | UP41G3921 | Rae Bareli | Force 3350 | 19-11-16 | 246255 |
| 53 | ALS | UP41G3922 | Sant Ravidas Nagar Bhadohi | Force 3350 | 19-11-16 | 137330 |
| 54 | ALS | UP41G3923 | Sonbhadra | Force 3350 | 19-11-16 | 281828 |
| 55 | ALS | UP41G3924 | Sultanpur | Force 3350 | 19-11-16 | 292636 |
| 56 | ALS | UP41G3925 | Varanasi | Force 3350 | 19-11-16 | 116366 |
| 57 | ALS | UP41G3926 | Auraiya | Force 3350 | 19-11-16 | 242515 |
| 58 | ALS | UP41G3927 | Banda | Force 3350 | 19-11-16 | 358752 |
| 59 | ALS | UP41G3928 | Chitrakoot | Force 3350 | 19-11-16 | 243572 |
| 60 | ALS | UP41G3929 | Etah | Force 3350 | 19-11-16 | 157026 |
| 61 | ALS | UP41G3930 | Etawah | Force 3350 | 19-11-16 | 112292 |
| 62 | ALS | UP41G3931 | Farrukhabad | Force 3350 | 19-11-16 | 272281 |
| 63 | ALS | UP41G3932 | Fatehpur | Force 3350 | 19-11-16 | 258844 |
| 64 | ALS | UP41G3933 | Firozabad | Force 3350 | 19-11-16 | 267368 |
| 65 | ALS | UP41G3934 | Hamirpur | Force 3350 | 19-11-16 | 280290 |
| 66 | ALS | UP41G3935 | Kanpur Nagar | Force 3350 | 19-11-16 | 124678 |
| 67 | ALS | UP41G3936 | Hamirpur | Force 3350 | 19-11-16 | 334552 |
| 68 | ALS | UP41G3937 | Kannauj | Force 3350 | 19-11-16 | 269447 |
| 69 | ALS | UP41G3938 | Kanpur Dehat | Force 3350 | 19-11-16 | 146618 |
| 70 | ALS | UP41G3940 | Jalaun | Force 3350 | 20-12-16 | 227639 |
| 71 | ALS | UP41G3941 | Kashiram Nagar Kasganj | Force 3350 | 20-12-16 | 144421 |
| 72 | ALS | UP41G3942 | Chandauli | Force 3350 | 20-12-16 | 51533 |
| 73 | ALS | UP41G3943 | Lalitpur | Force 3350 | 20-12-16 | 409983 |
| 74 | ALS | UP41G3944 | Mahoba | Force 3350 | 20-12-16 | 384977 |
| 75 | ALS | UP41G3945 | Mainpuri | Force 3350 | 20-12-16 | 158557 |
| 76 | ALS | UP41G3946 | Bahraich | Force 3350 | 20-12-16 | 273968 |
| 77 | ALS | UP41G3947 | Pilibhit | Force 3350 | 20-12-16 | 118692 |
| 78 | ALS | UP41G3948 | Bareilly | Force 3350 | 20-12-16 | 172380 |
| 79 | ALS | UP41G3949 | Budaun | Force 3350 | 20-12-16 | 121862 |
| 80 | ALS | UP41G3950 | Balrampur | Force 3350 | 20-12-16 | 228299 |
| 81 | ALS | UP41G3951 | Kheri | Force 3350 | 20-12-16 | 308259 |
| 82 | ALS | UP41G3952 | Lucknow | Force 3350 | 20-12-16 | 105679 |
| 83 | ALS | UP41G3953 | Barabanki | Force 3350 | 20-12-16 | 121681 |
| 84 | ALS | UP41G3954 | Shahjahanpur | Force 3350 | 20-12-16 | 212117 |

| Sr No | Category1 | Reg.No | District (As per Monthly Report) | Model | Date of Registration | Final ODO as on 31st Aug'20 |
|---|---|---|---|---|---|---|
| 85 | ALS | UP41G3955 | Sitapur | Force 3350 | 20-12-16 | 250721 |
| 86 | ALS | UP41G3956 | Unnao | Force 3350 | 20-12-16 | 86443 |
| 87 | ALS | UP41G3957 | Ambedkar Nagar | Force 3350 | 20-12-16 | 392006 |
| 88 | ALS | UP41G3958 | Azamgarh | Force 3350 | 20-12-16 | 182114 |
| 89 | ALS | UP41G3959 | Balrampur | Force 3350 | 20-12-16 | 175410 |
| 90 | ALS | UP41G3960 | Basti | Force 3350 | 20-12-16 | 174508 |
| 91 | ALS | UP41G3961 | Deoria | Force 3350 | 20-12-16 | 207966 |
| 92 | ALS | UP41G3962 | Hardoi | Force 3350 | 20-12-16 | 275255 |
| 93 | ALS | UP41G3963 | Azamgarh | Force 3350 | 20-12-16 | 161342 |
| 94 | ALS | UP41G3964 | Gorakhpur | Force 3350 | 20-12-16 | 289847 |
| 95 | ALS | UP41G3965 | Kushinagar | Force 3350 | 20-12-16 | 286541 |
| 96 | ALS | UP41G3966 | Mahrajganj | Force 3350 | 20-12-16 | 201820 |
| 97 | ALS | UP41G3967 | Mau | Force 3350 | 20-12-16 | 130821 |
| 98 | ALS | UP41G3969 | Sant Kabir Nagar | Force 3350 | 20-12-16 | 131780 |
| 99 | ALS | UP41G3970 | Shrawasti | Force 3350 | 20-12-16 | 193820 |
| 100 | ALS | UP41G3971 | Siddharth Nagar | Force 3350 | 20-12-16 | 228403 |
| 101 | ALS | UP41G3972 | Agra | Force 3350 | 20-12-16 | 209824 |
| 102 | ALS | UP41G3973 | Aligarh | Force 3350 | 20-12-16 | 195143 |
| 103 | ALS | UP41G3974 | Aligarh | Force 3350 | 20-12-16 | 168949 |
| 104 | ALS | UP41G3975 | Bijnor | Force 3350 | 20-12-16 | 155474 |
| 105 | ALS | UP41G3976 | Bulandshahar | Force 3350 | 20-12-16 | 249537 |
| 106 | ALS | UP41G3977 | Gautam Buddha Nagar | Force 3350 | 20-12-16 | 152712 |
| 107 | ALS | UP41G3978 | Ghaziabad | Force 3350 | 20-12-16 | 96829 |
| 108 | ALS | UP41G3979 | Muzaffarnagar | Force 3350 | 20-12-16 | 195001 |
| 109 | ALS | UP41G3980 | Ghaziabad | Force 3350 | 20-12-16 | 86420 |
| 110 | ALS | UP41G3981 | Jyotiba Phule Nagar | Force 3350 | 20-12-16 | 143339 |
| 111 | ALS | UP41G3982 | Mathura | Force 3350 | 20-12-16 | 164537 |
| 112 | ALS | UP41G3983 | Meerut | Force 3350 | 20-12-16 | 261306 |
| 113 | ALS | UP41G3984 | Moradabad | Force 3350 | 20-12-16 | 187195 |
| 114 | ALS | UP41G3985 | Hapur | Force 3350 | 20-12-16 | 118733 |
| 115 | ALS | UP41G3986 | Rampur | Force 3350 | 20-12-16 | 124325 |
| 116 | ALS | UP41G3987 | Saharanpur | Force 3350 | 20-12-16 | 169671 |
| 117 | ALS | UP41G3989 | Shamli | Force 3350 | 20-12-16 | 162517 |
| 118 | ALS | UP41G3990 | Shamli | Force 3350 | 20-12-16 | 162812 |
| 119 | ALS | UP41G3991 | Prayagraj | Force 3350 | 20-12-16 | 169289 |
| 120 | ALS | UP41G3992 | Ballia | Force 3350 | 20-12-16 | 254046 |
| 121 | ALS | UP41G3993 | Chandauli | Force 3350 | 20-12-16 | 97178 |
| 122 | ALS | UP41G3994 | Csjm Amethi | Force 3350 | 20-12-16 | 132426 |
| 123 | ALS | UP41G3995 | Ghazipur | Force 3350 | 20-12-16 | 180829 |
| 124 | ALS | UP41G3996 | Jaunpur | Force 3350 | 20-12-16 | 150930 |
| 125 | ALS | UP41G3997 | Mirzapur | Force 3350 | 20-12-16 | 97728 |
| 126 | ALS | UP41G3998 | Pratapgarh | Force 3350 | 20-12-16 | 126637 |
| 127 | ALS | UP41G3999 | Rae Bareli | Force 3350 | 20-12-16 | 204342 |
| 128 | ALS | UP41G4000 | Sant Ravidas Nagar Bhadohi | Force 3350 | 20-12-16 | 99007 |

Authorised Signatory

| Sr No | Category1 | Reg.No | District (As per Monthly Report) | Model | Date of Registration | Final ODO as on 31st Aug'20 |
|---|---|---|---|---|---|---|
| 129 | ALS | UP41G4001 | Sonbhadra | Force 3350 | 20-12-16 | 181986 |
| 130 | ALS | UP41G4002 | Sultanpur | Force 3350 | 20-12-16 | 359843 |
| 131 | ALS | UP41G4003 | Varanasi | Force 3350 | 20-12-16 | 179001 |
| 132 | ALS | UP41G4004 | Auraiya | Force 3350 | 20-12-16 | 249367 |
| 133 | ALS | UP41G4005 | Jalaun | Force 3350 | 20-12-16 | 262694 |
| 134 | ALS | UP41G4006 | Chitrakoot | Force 3350 | 20-12-16 | 199240 |
| 135 | ALS | UP41G4007 | Etah | Force 3350 | 20-12-16 | 171230 |
| 136 | ALS | UP41G4008 | Etawah | Force 3350 | 20-12-16 | 105456 |
| 137 | ALS | UP41G4009 | Farrukhabad | Force 3350 | 20-12-16 | 238867 |
| 138 | ALS | UP41G4010 | Fatehpur | Force 3350 | 20-12-16 | 129876 |
| 139 | ALS | UP41G4011 | Firozabad | Force 3350 | 20-12-16 | 230273 |
| 140 | ALS | UP41G4012 | Jhansi | Force 3350 | 20-12-16 | 242774 |
| 141 | ALS | UP41G4013 | Banda | Force 3350 | 20-12-16 | 161219 |
| 142 | ALS | UP41G4014 | Jhansi | Force 3350 | 20-12-16 | 104848 |
| 143 | ALS | UP41G4015 | Kannauj | Force 3350 | 20-12-16 | 199714 |
| 144 | ALS | UP41G4016 | Kanpur Dehat | Force 3350 | 20-12-16 | 134643 |
| 145 | ALS | UP41G4017 | Kanpur Nagar | Force 3350 | 20-12-16 | 104457 |
| 146 | ALS | UP41G4018 | Kashiram Nagar Kasganj | Force 3350 | 20-12-16 | 136587 |
| 147 | ALS | UP41G4019 | Kaushambi | Force 3350 | 20-12-16 | 123954 |
| 148 | ALS | UP41G4020 | Lalitpur | Force 3350 | 20-12-16 | 315299 |
| 149 | ALS | UP41G4021 | Mahoba | Force 3350 | 20-12-16 | 340667 |
| 150 | ALS | UP41G4032 | Mainpuri | Force 3350 | 09-01-17 | 202826 |
| 151 | ALS | UP32BG8120 | Hardoi | Winger3488 | 27-07-18 | 131061 |
| 152 | ALS | UP32BG8121 | Auraiya | Winger3488 | 27-07-18 | 159571 |
| 153 | ALS | UP32BG8122 | Jalaun | Winger3488 | 27-07-18 | 180912 |
| 154 | ALS | UP32BG8123 | Basti | Winger3488 | 27-07-18 | 187883 |
| 155 | ALS | UP32BG8124 | Jhansi | Winger3488 | 27-07-18 | 97694 |
| 156 | ALS | UP32BG8125 | Ayodhya | Winger3488 | 27-07-18 | 169231 |
| 157 | ALS | UP32BG8126 | Baghpat | Winger3488 | 27-07-18 | 70257 |
| 158 | ALS | UP32BG8127 | Prayagraj | Winger3488 | 27-07-18 | 143378 |
| 159 | ALS | UP32BG8128 | Sitapur | Winger3488 | 27-07-18 | 117737 |
| 160 | ALS | UP32BG8129 | Banda | Winger3488 | 27-07-18 | 170460 |
| 161 | ALS | UP32BG8130 | Siddharth Nagar | Winger3488 | 27-07-18 | 101889 |
| 162 | ALS | UP32BG8131 | Rae Bareli | Winger3488 | 27-07-18 | 125568 |
| 163 | ALS | UP32BG8132 | Aligarh | Winger3488 | 27-07-18 | 97576 |
| 164 | ALS | UP32BG8133 | Sultanpur | Winger3488 | 27-07-18 | 192275 |
| 165 | ALS | UP32BG8134 | Ambedkar Nagar | Winger3488 | 27-07-18 | 203441 |
| 166 | ALS | UP32BG8135 | Sonbhadra | Winger3488 | 27-07-18 | 76197 |
| 167 | ALS | UP32BG8136 | Kheri | Winger3488 | 27-07-18 | 168391 |
| 168 | ALS | UP32BG8137 | Ballia | Winger3488 | 27-07-18 | 101817 |
| 169 | ALS | UP32BG8138 | Firozabad | Winger3488 | 27-07-18 | 123382 |
| 170 | ALS | UP32BG8139 | Gorakhpur | Winger3488 | 27-07-18 | 136253 |
| 171 | ALS | UP32BG8140 | Hamirpur | Winger3488 | 27-07-18 | 139942 |
| 172 | ALS | UP32BG8141 | Sonbhadra | Winger3488 | 27-07-18 | 113399 |

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| Sr No | Category1 | Reg.No | District (As per Monthly Report) | Model | Date of Registration | Final ODO as on 31st Aug'20 |
|---|---|---|---|---|---|---|
| 173 | ALS | UP32BG8142 | Lucknow | Winger3488 | 27-07-18 | 60847 |
| 174 | ALS | UP32BG8143 | Sultanpur | Winger3488 | 27-07-18 | 180112 |
| 175 | ALS | UP32BG8144 | Mahoba | Winger3488 | 27-07-18 | 162762 |
| 176 | ALS | UP32BG8145 | Mainpuri | Winger3488 | 27-07-18 | 114840 |
| 177 | ALS | UP32BG8146 | Csjm Amethi | Winger3488 | 27-07-18 | 76563 |
| 178 | ALS | UP32BG8147 | Bijnor | Winger3488 | 27-07-18 | 100409 |
| 179 | ALS | UP32BG8148 | Budaun | Winger3488 | 27-07-18 | 60367 |
| 180 | ALS | UP32BG8149 | Chitrakoot | Winger3488 | 27-07-18 | 131115 |
| 181 | ALS | UP32BG8150 | Chandauli | Winger3488 | 27-07-18 | 37147 |
| 182 | ALS | UP32BG8151 | Kanpur Dehat | Winger3488 | 27-07-18 | 99424 |
| 183 | ALS | UP32BG8152 | Gorakhpur | Winger3488 | 27-07-18 | 146796 |
| 184 | ALS | UP32BG8153 | Lucknow | Winger3488 | 27-07-18 | 59022 |
| 185 | ALS | UP32BG8154 | Firozabad | Winger3488 | 27-07-18 | 146208 |
| 186 | ALS | UP32BG8155 | Etawah | Winger3488 | 27-07-18 | 102335 |
| 187 | ALS | UP32BG8156 | Gautam Buddha Nagar | Winger3488 | 27-07-18 | 95977 |
| 188 | ALS | UP32BG8157 | Mau | Winger3488 | 27-07-18 | 90802 |
| 189 | ALS | UP32BG8158 | Saharanpur | Winger3488 | 27-07-18 | 137700 |
| 190 | ALS | UP32BG8159 | Hamirpur | Winger3488 | 27-07-18 | 136888 |
| 191 | ALS | UP32BG8160 | Kanpur Nagar | Winger3488 | 27-07-18 | 86890 |
| 192 | ALS | UP32BG8161 | Hathras | Winger3488 | 27-07-18 | 65895 |
| 193 | ALS | UP32BG8162 | Ballia | Winger3488 | 27-07-18 | 128380 |
| 194 | ALS | UP32BG8163 | Siddharth Nagar | Winger3488 | 27-07-18 | 136896 |
| 195 | ALS | UP32BG8164 | Bulandshahar | Winger3488 | 27-07-18 | 130625 |
| 196 | ALS | UP32BG8165 | Jhansi | Winger3488 | 27-07-18 | 121779 |
| 197 | ALS | UP32BG8166 | Mainpuri | Winger3488 | 27-07-18 | 82098 |
| 198 | ALS | UP32BG8167 | Ghaziabad | Winger3488 | 27-07-18 | 53571 |
| 199 | ALS | UP32BG8168 | Kushinagar | Winger3488 | 27-07-18 | 119750 |
| 200 | ALS | UP32BG8169 | Muzaffarnagar | Winger3488 | 27-07-18 | 123902 |
| 201 | ALS | UP32BG8170 | Barabanki | Winger3488 | 27-07-18 | 45011 |
| 202 | ALS | UP32BG8171 | Bahraich | Winger3488 | 27-07-18 | 125405 |
| 203 | ALS | UP32BG8172 | Ghazipur | Winger3488 | 27-07-18 | 104820 |
| 204 | ALS | UP32BG8173 | Unnao | Winger3488 | 27-07-18 | 51468 |
| 205 | ALS | UP32BG8174 | Mahrajganj | Winger3488 | 27-07-18 | 74975 |
| 206 | ALS | UP32BG8175 | Etah | Winger3488 | 27-07-18 | 78856 |
| 207 | ALS | UP32BG8176 | Ayodhya | Winger3488 | 27-07-18 | 148523 |
| 208 | ALS | UP32BG8177 | Bahraich | Winger3488 | 27-07-18 | 187406 |
| 209 | ALS | UP32BG8178 | Mahrajganj | Winger3488 | 27-07-18 | 107046 |
| 210 | ALS | UP32BG8179 | Mathura | Winger3488 | 27-07-18 | 95148 |
| 211 | ALS | UP32BG8180 | Meerut | Winger3488 | 27-07-18 | 116718 |
| 212 | ALS | UP32BG8181 | Ambedkar Nagar | Winger3488 | 27-07-18 | 185001 |
| 213 | ALS | UP32BG8182 | Shrawasti | Winger3488 | 27-07-18 | 118946 |
| 214 | ALS | UP32BG8183 | Ghaziabad | Winger3488 | 27-07-18 | 48965 |
| 215 | ALS | UP32BG8184 | Bulandshahar | Winger3488 | 27-07-18 | 129381 |
| 216 | ALS | UP32BG8185 | Meerut | Winger3488 | 27-07-18 | 167492 |

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चिकित्सा एवं स्वास्थ्य बोर्ड

| Sr No | Category1 | Reg.No | District (As per Monthly Report) | Model | Date of Registration | Final ODO as on 31st Aug'20 |
|---|---|---|---|---|---|---|
| 217 | ALS | UP32BG8186 | Deoria | Winger3488 | 27-07-18 | 99174 |
| 218 | ALS | UP32BG8187 | Lalitpur | Winger3488 | 27-07-18 | 171974 |
| 219 | ALS | UP32BG8188 | Sant Ravidas Nagar Bhadohi | Winger3488 | 27-07-18 | 67856 |
| 220 | ALS | UP32BG8189 | Kannauj | Winger3488 | 27-07-18 | 140521 |
| 221 | ALS | UP32BG8190 | Kaushambi | Winger3488 | 27-07-18 | 61504 |
| 222 | ALS | UP32BG8191 | Mahoba | Winger3488 | 27-07-18 | 152481 |
| 223 | ALS | UP32BG8192 | Rae Bareli | Winger3488 | 27-07-18 | 101945 |
| 224 | ALS | UP32BG8193 | Sant Kabir Nagar | Winger3488 | 27-07-18 | 78087 |
| 225 | ALS | UP32BG8194 | Mirzapur | Winger3488 | 27-07-18 | 58119 |
| 226 | ALS | UP32BG8195 | Farrukhabad | Winger3488 | 27-07-18 | 131605 |
| 227 | ALS | UP32BG8196 | Moradabad | Winger3488 | 27-07-18 | 75189 |
| 228 | ALS | UP32BG8197 | Kushinagar | Winger3488 | 27-07-18 | 66447 |
| 229 | ALS | UP32BG8198 | Fatehpur | Winger3488 | 27-07-18 | 99752 |
| 230 | ALS | UP32BG8199 | Barabanki | Winger3488 | 27-07-18 | 57480 |
| 231 | ALS | UP32BG8200 | Auraiya | Winger3488 | 27-07-18 | 165814 |
| 232 | ALS | UP32BG8202 | Pratapgarh | Winger3488 | 27-07-18 | 100133 |
| 233 | ALS | UP32BG8203 | Shahjahanpur | Winger3488 | 27-07-18 | 139706 |
| 234 | ALS | UP32BG8204 | Sitapur | Winger3488 | 27-07-18 | 92916 |
| 235 | ALS | UP32BG8205 | Pratapgarh | Winger3488 | 27-07-18 | 115653 |
| 236 | ALS | UP32BG8206 | Deoria | Winger3488 | 27-07-18 | 120699 |
| 237 | ALS | UP32BG8207 | Sant Kabir Nagar | Winger3488 | 27-07-18 | 69711 |
| 238 | ALS | UP32BG8208 | Etawah | Winger3488 | 27-07-18 | 81363 |
| 239 | ALS | UP32BG8209 | Basti | Winger3488 | 27-07-18 | 169840 |
| 240 | ALS | UP32BG8210 | Kashiram Nagar Kasganj | Winger3488 | 27-07-18 | 78117 |
| 241 | ALS | UP32BG8211 | Gonda | Winger3488 | 27-07-18 | 111400 |
| 242 | ALS | UP32BG8212 | Etah | Winger3488 | 27-07-18 | 110815 |
| 243 | ALS | UP32BG8213 | Jalaun | Winger3488 | 27-07-18 | 187090 |
| 244 | ALS | UP32BG8214 | Kheri | Winger3488 | 27-07-18 | 177072 |
| 245 | ALS | UP32BG8215 | Hardoi | Winger3488 | 27-07-18 | 131328 |
| 246 | ALS | UP32BG8216 | Jaunpur | Winger3488 | 27-07-18 | 57980 |
| 247 | ALS | UP32BG8217 | Unnao | Winger3488 | 27-07-18 | 80036 |
| 248 | ALS | UP32BG8218 | Ghaziabad | Winger3488 | 27-07-18 | 56084 |
| 249 | ALS | UP32BG8219 | Lalitpur | Winger3488 | 27-07-18 | 201435 |
| 250 | ALS | UP32BG8220 | Kannauj | Winger3488 | 27-07-18 | 93774 |

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## SCHEDULE VID

## UTILIZATION DATA/REPORT OF LAST 17 MONTHS OF THE AMBULANCES

| Sr.No | Division | District | Vehicle No. | Apr 2019-March 2020 | April 2020-August 2020 |
|---|---|---|---|---|---|
| 1 | Gorakhpur | Deoria | UP41G3885 | 27.44 | 0 |
| 2 | AZAMGARH | Balia | UP41G3992 | 64986.32 | 17567.52 |
| 3 | Varanasi | Jaunpur | UP41G3996 | 46013.83 | 15949.69 |
| 4 | Saharnpur | Saharnpur | UP41G3910 | 92176.48 | 38346.56 |
| 5 | Merrut | Bagpat | UP32BG8126 | 43526.76 | 11134.24 |
| 6 | Varanasi | Varanasi | UP41G3925 | 26704.09 | 4759.23 |
| 7 | AGRA | Mathura | UP41G3905 | 38465.94 | 7204.11 |
| 8 | Jhansi | Jalaun | UP32BG8122 | 118910.8 | 31024.47 |
| 9 | Mirzapur | Sonbhadra | UP32BG8135 | 37299.62 | 13468.24 |
| 10 | Gorakhpur | Mahrajaganj | UP41G3890 | 47207.71 | 11196.15 |
| 11 | Gorakhpur | Kushinagar | UP41G3965 | 90016.66 | 30572.03 |
| 12 | ALIGARH | Etah | UP32BG8175 | 45203.1 | 12014.89 |
| 13 | Merrut | Hapur | UP41G3902 | 54068.64 | 13445.92 |
| 14 | Varanasi | Ghazipur | UP41G3995 | 63878.34 | 13708.07 |
| 15 | AZAMGARH | Azamagarh | UP41G3963 | 60968.31 | 3318.84 |
| 16 | Gorakhpur | Gorakhpur | UP41G3888 | 105513.3 | 33735.14 |
| 17 | AGRA | AGRA | UP41G3895 | 64733.41 | 9589.87 |
| 18 | BAREILLY | Budaun | UP41G3949 | 51070.72 | 11376.44 |
| 19 | ALIGARH | Etah | UP32BG8212 | 67054.08 | 17984.19 |
| 20 | BAREILLY | Budaun | UP41G3873 | 56728.46 | 10257.76 |
| 21 | AZAMGARH | Balia | UP32BG8137 | 65896.86 | 10193.08 |
| 22 | Moradabad | Jyotiba Phule Nagar | UP41G3981 | 66580.55 | 16218.69 |
| 23 | ALIGARH | Etah | UP41G4007 | 45914.99 | 14633.44 |
| 24 | Merrut | Bagpat | UP41G3896 | 26445.14 | 8937.57 |
| 25 | PRAYAGRAJ | Pratapgarh | UP32BG8202 | 64919.36 | 12121.06 |

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| Sr.No | Division | District | Vehicle No. | Apr 2019-March 2020 | April 2020-August 2020 |
|---|---|---|---|---|---|
| 26 | AZAMGARH | Balia | UP32BG8162 | 69608.29 | 24057.89 |
| 27 | Devipatan Division | Gonda | UP41G3887 | 86623.73 | 24061.9 |
| 28 | AGRA | Mathura | UP32BG8179 | 47167.02 | 20566.9 |
| 29 | CHITRAKOOT | Banda | UP32BG8129 | 99112.83 | 39702.2 |
| 30 | PRAYAGRAJ | Fatehpur | UP41G3932 | 89737.49 | 23300.13 |
| 31 | Jhansi | Lalitpur | UP32BG8219 | 128502.1 | 38675.93 |
| 32 | AZAMGARH | Azamagarh | UP41G3958 | 61691.12 | 5829.5 |
| 33 | PRAYAGRAJ | Kaushambhi | UP32BG8190 | 35118.62 | 6261.68 |
| 34 | BASTI | Basti | UP41G3960 | 3384.87 | 9307.62 |
| 35 | Mirzapur | Sant Ravi Das Nagar | UP41G4000 | 22230.24 | 16670.66 |
| 36 | Mirzapur | Sant Ravi Das Nagar | UP32BG8188 | 40367.85 | 9089.01 |
| 37 | Merrut | Ghaziabad | UP32BG8183 | 18909.84 | 19177.65 |
| 38 | Moradabad | Jyotiba Phule Nagar | UP41G3904 | 48996.83 | 15554.88 |
| 39 | Merrut | Bagpat | UP41G3897 | 50346.51 | 14896.67 |
| 40 | Moradabad | Sambhal | UP41G3912 | 65767.59 | 16249.74 |
| 41 | AGRA | AGRA | UP41G3972 | 67591.79 | 21499.21 |
| 42 | Moradabad | Bijnor | UP41G3898 | 54366.37 | 33554.81 |
| 43 | Devipatan Division | Bahraich | UP41G3870 | 35166.74 | 10325.13 |
| 44 | BAREILLY | Shahjahnapur | UP41G3878 | 79111.91 | 2922.54 |
| 45 | PRAYAGRAJ | Fatehpur | UP41G4010 | 40666.6 | 11720.66 |
| 46 | Kanpur | Kanpur Nagar | UP32BG8160 | 59036.45 | 8254.46 |
| 47 | Moradabad | Bijnor | UP32BG8147 | 51135.84 | 26613.8 |
| 48 | CHITRAKOOT | Chitrakoot | UP41G4006 | 62279.13 | 23694.96 |
| 49 | AZAMGARH | Balia | UP41G3914 | 65831.24 | 21751.44 |
| 50 | Kanpur | Kanpur Nagar | UP41G3935 | 21554.56 | 6236.13 |
| 51 | ALIGARH | Harthras | UP41G3903 | 40644.79 | 5024.43 |
| 52 | Moradabad | Bijnor | UP41G3975 | 57674.35 | 20523.54 |
| 53 | Gorakhpur | Gorakhpur | UP41G3964 | 97264.25 | 42689.76 |

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| Sr.No | Division | District | Vehicle No. | Apr 2019-March 2020 | April 2020-August 2020 |
|---|---|---|---|---|---|
| 54 | Jhansi | Jalaun | UP41G3940 | 45059.86 | 10568.33 |
| 55 | Mirzapur | Mirzapur | UP41G3997 | 29519.97 | 7553.07 |
| 56 | CHITRAKOOT | Banda | UP41G3927 | 112683.8 | 43741.87 |
| 57 | BAREILLY | Shahjahnapur | UP41G3954 | 73372.7 | 9754.19 |
| 58 | Ayodhya | Amethi | UP41G3994 | 42296.89 | 13892.17 |
| 59 | Jhansi | Lalitpur | UP32BG8187 | 106374.1 | 29852.47 |
| 60 | Ayodhya | Amethi | UP32BG8146 | 42665.87 | 15801.16 |
| 61 | Ayodhya | Sultanpur | UP32BG8133 | 126015.5 | 33358.35 |
| 62 | Moradabad | Rampur | UP41G3908 | 41518.05 | 19238.58 |
| 63 | BAREILLY | Pilibhit | UP41G3877 | 67098.39 | 18155.79 |
| 64 | PRAYAGRAJ | Pratapgarh | UP41G3998 | 12715.87 | 12551.9 |
| 65 | Devipatan Division | Gonda | UP41G3882 | 81819.43 | 28295.32 |
| 66 | Ayodhya | Ayodhya | UP41G3920 | 101937.2 | 28273.22 |
| 67 | Gorakhpur | Mahrajaganj | UP32BG8174 | 37497.23 | 18433.8 |
| 68 | AZAMGARH | Mau | UP41G3891 | 21106.39 | 2113.9 |
| 69 | CHITRAKOOT | Mahoba | UP32BG8144 | 91631.88 | 36547.25 |
| 70 | Moradabad | Moradabad | UP41G3907 | 57005.68 | 14599.54 |
| 71 | AGRA | Mainpuri | UP32BG8166 | 54907.03 | 3157.32 |
| 72 | ALIGARH | Harthras | UP41G3901 | 35296.76 | 16689.69 |
| 73 | Lucknow | Kheri | UP41G3951 | 106716.4 | 29994.47 |
| 74 | Kanpur | FarrukhabAd | UP41G4009 | 75041.06 | 22315.35 |
| 75 | Jhansi | Jhansi | UP41G4014 | 44042.16 | 5414.15 |
| 76 | Ayodhya | Barabanki | UP32BG8199 | 30243.51 | 10522.39 |
| 77 | Lucknow | Sitapur | UP32BG8204 | 58306.3 | 13605.22 |
| 78 | Saharnpur | Muzaffarnagar | UP32BG8169 | 71512.35 | 29796.9 |
| 79 | Gorakhpur | Kushinagar | UP41G3889 | 73346.94 | 20586.43 |
| 80 | Varanasi | Chandauli | UP41G3932 | 10611.83 | 8178.33 |
| 81 | Gorakhpur | Kushinagar | UP32BG8197 | 35474.67 | 17647.4 |

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| Sr.No | Division | District | Vehicle No. | Apr 2019-March 2020 | April 2020-August 2020 |
|---|---|---|---|---|---|
| 82 | Ayodhya | Amethi | UP41G3916 | 50241.87 | 16476.13 |
| 83 | CHITRAKOOT | Mahoba | UP41G3944 | 106417.9 | 31197.79 |
| 84 | Varanasi | Varanasi | UP41G4003 | 59656.99 | 25978.81 |
| 85 | PRAYAGRAJ | Kaushambhi | UP41G3915 | 41434.43 | 13161.97 |
| 86 | Gorakhpur | Deoria | UP32BG8206 | 76459.45 | 20360.79 |
| 87 | Ayodhya | Sultanpur | UP41G4002 | 84882.49 | 46107.69 |
| 88 | ALIGARH | Harthras | UP32BG8161 | 31029.06 | 18610.61 |
| 89 | AGRA | Mathura | UP41G3982 | 49328.7 | 14685.31 |
| 90 | Lucknow | Lucknow | UP41G3952 | 34477.66 | 11206.96 |
| 91 | Saharnpur | Saharnpur | UP32BG8158 | 79797.52 | 34579.64 |
| 92 | Merrut | Ghaziabad | UP32BG8167 | 36302.14 | 6694.13 |
| 93 | Kanpur | Kanpur Dehat | UP32BG8151 | 57728.81 | 21250.37 |
| 94 | AGRA | AGRA | UP41G3929 | 41544.74 | 10371.48 |
| 95 | CHITRAKOOT | Mahoba | UP41G4021 | 115870.7 | 36026.36 |
| 96 | Devipatan Division | Shravasti | UP41G3970 | 49481.92 | 28753.79 |
| 97 | Mirzapur | Mirzapur | UP32BG8194 | 36706.83 | 10187.48 |
| 98 | Jhansi | Lalitpur | UP41G4020 | 79240.98 | 42493.44 |
| 99 | Varanasi | Varanasi | UP32BG8148 | 33243.38 | 10530.64 |
| 100 | Mirzapur | Sonbhadra | UP32BG8141 | 64548.03 | 28176.9 |
| 101 | Ayodhya | Sultanpur | UP41G3924 | 62485.45 | 40178.27 |
| 102 | Devipatan Division | Bahraich | UP32BG8177 | 120561.1 | 33349.01 |
| 103 | PRAYAGRAJ | Kaushambhi | UP41G4019 | 30056.75 | 11114.98 |
| 104 | CHITRAKOOT | Hamirpur | UP32BG8159 | 77430.77 | 34712.08 |
| 105 | Devipatan Division | Balrampur | UP41G3950 | 88437.33 | 17531.07 |
| 106 | Mirzapur | Sonbhadra | UP41G3923 | 89566.73 | 26633.25 |
| 107 | Devipatan Division | Balrampur | UP41G3959 | 61739.48 | 19107.74 |
| 108 | Merrut | Bulandshehar | UP32BG8184 | 71054.75 | 26570.5 |
| 109 | Kanpur | Etawah | UP32BG8208 | 37098.33 | 18912.27 |

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| Sr.No | Division | District | Vehicle No. | Apr 2019-March 2020 | April 2020-August 2020 |
|---|---|---|---|---|---|
| 110 | Saharnpur | Shamli | UP41G3989 | 60966.89 | 14900.61 |
| 111 | Jhansi | Jalaun | UP32BG8213 | 120612.5 | 22272.51 |
| 112 | Ayodhya | Barabanki | UP41G3871 | 44503.63 | 11145.36 |
| 113 | BASTI | Basti | UP32BG8209 | 103784.2 | 32973.43 |
| 114 | Mirzapur | Sant Ravi Das Nagar | UP41G3922 | 35483.67 | 9382.86 |
| 115 | Saharnpur | Muzaffarnagar | UP41G3979 | 70144.8 | 28915.25 |
| 116 | Saharnpur | Saharnpur | UP41G3987 | 39442.59 | 21517.18 |
| 117 | Varanasi | Jaunpur | UP32BG8216 | 26228.62 | 21368.31 |
| 118 | CHITRAKOOT | Hamirpur | UP41G3936 | 109848.8 | 37442.85 |
| 119 | Gorakhpur | Kushinagar | UP32BG8168 | 74535.27 | 20535.96 |
| 120 | Varanasi | Jaunpur | UP41G3918 | 41237.31 | 15780.06 |
| 121 | Lucknow | Sitapur | UP32BG8128 | 72230 | 23278.24 |
| 122 | CHITRAKOOT | Mahoba | UP32BG8191 | 100008.7 | 21498.93 |
| 123 | Saharnpur | Muzaffarnagar | UP41G3909 | 75234.34 | 35356.52 |
| 124 | Kanpur | Etawah | UP32BG8155 | 58146.99 | 22420.9 |
| 125 | Ayodhya | Barabanki | UP41G3953 | 34445.74 | 14697.08 |
| 126 | CHITRAKOOT | Chitrakoot | UP32BG8149 | 72655.65 | 35694.96 |
| 127 | Gorakhpur | Deoria | UP32BG8186 | 55810.02 | 23802.22 |
| 128 | BASTI | Sant Kabir Nagar | UP32BG8193 | 47298.24 | 14668.99 |
| 129 | Merrut | Ghaziabad | UP32BG8218 | 28864.52 | 13638.99 |
| 130 | Mirzapur | Mirzapur | UP41G3919 | 27504.77 | 2932.96 |
| 131 | ALIGARH | Aligarh | UP41G3974 | 64515.62 | 14125.83 |
| 132 | AZAMGARH | Mau | UP32BG8157 | 53956.65 | 17269.86 |
| 133 | Saharnpur | Shamli | UP41G3990 | 63165.37 | 31155.83 |
| 134 | PRAYAGRAJ | Pratapgarh | UP32BG8205 | 71610.73 | 23176.74 |
| 135 | BASTI | Basti | UP32BG8123 | 111412.9 | 40058.41 |
| 136 | PRAYAGRAJ | PRAYAGRAJ | UP32BG8127 | 91551.11 | 28274.71 |
| 137 | Lucknow | Kheri | UP32BG8214 | 115597.3 | 32276.98 |

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| Sr.No | Division | District | Vehicle No. | Apr 2019-March 2020 | April 2020-August 2020 |
|---|---|---|---|---|---|
| 138 | CHITRAKOOT | Chitrakoot | UP41G3928 | 61764.03 | 35089.37 |
| 139 | AZAMGARH | Mau | UP41G3967 | 41519.25 | 10526.15 |
| 140 | Varanasi | Ghazipur | UP32BG8172 | 47407.84 | 26527.37 |
| 141 | Lucknow | Unnao | UP41G3956 | 18176.65 | 12615.64 |
| 142 | BASTI | Sant Kabir Nagar | UP32BG8207 | 35618.79 | 17618.61 |
| 143 | Merrut | Bulandshehar | UP41G3976 | 85931.36 | 20305.71 |
| 144 | Merrut | Ghaziabad | UP41G3978 | 28699.87 | 14766.31 |
| 145 | Gorakhpur | Deoria | UP41G3961 | 67571.38 | 12639.81 |
| 146 | Lucknow | Sitapur | UP41G3955 | 73487.31 | 24567.78 |
| 147 | Varanasi | Ghazipur | UP41G3917 | 69521.02 | 29558.02 |
| 148 | PRAYAGRAJ | PRAYAGRAJ | UP41G3991 | 57167.67 | 17021.94 |
| 149 | BASTI | Sant Kabir Nagar | UP41G3892 | 42599.88 | 10850.23 |
| 150 | Merrut | Hapur | UP41G3985 | 47397.15 | 12534.68 |
| 151 | Devipatan Division | Bahraich | UP32BG8171 | 80972.52 | 22856.65 |
| 152 | Kanpur | Etawah | UP41G3930 | 31194.44 | 13109.22 |
| 153 | PRAYAGRAJ | Fatehpur | UP32BG8198 | 61538 | 13442.89 |
| 154 | Jhansi | Jhansi | UP32BG8165 | 60949.8 | 24950.95 |
| 155 | Lucknow | Kheri | UP32BG8136 | 103958.2 | 34963.96 |
| 156 | BAREILLY | Bareilly | UP41G3948 | 62954.15 | 21807.56 |
| 157 | BASTI | Sant Kabir Nagar | UP41G3969 | 47131.59 | 13292.88 |
| 158 | Devipatan Division | Bahraich | UP41G3946 | 117913.5 | 38268.3 |
| 159 | Kanpur | Kanpur Dehat | UP41G3938 | 43099.67 | 17501.12 |
| 160 | Gorakhpur | Mahrajaganj | UP32BG8178 | 65305.75 | 15167.44 |
| 161 | Lucknow | Kheri | UP41G3875 | 108195.7 | 27042.38 |
| 162 | Ayodhya | Ambedkar Nagar | UP41G3957 | 135032.8 | 33998.29 |
| 163 | Lucknow | Rae Bareli | UP41G3999 | 59854.1 | 21378 |
| 164 | BASTI | Siddharth Nagar | UP32BG8130 | 53700.13 | 26495.57 |
| 165 | Jhansi | Jalaun | UP41G4008 | 77607.33 | 43247.56 |

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| Sr.No | Division | District | Vehicle No. | Apr 2019-March 2020 | April 2020-August 2020 |
|---|---|---|---|---|---|
| 166 | ALIGARH | Kasganj/Kanshi Ram nagar | UP41G3941 | 49372.24 | 13759.36 |
| 167 | Jhansi | Jhansi | UP41G4012 | 78163.31 | 31335.19 |
| 168 | Jhansi | Lalitpur | UP41G3943 | 128250.4 | 52006.06 |
| 169 | Kanpur | Kannauj | UP41G4015 | 62784.69 | 19871.7 |
| 170 | BASTI | Basti | UP41G3884 | 104399.4 | 43336.85 |
| 171 | Ayodhya | Ambedkar Nagar | UP32BG8181 | 121902.3 | 30223.38 |
| 172 | Kanpur | Kanpur Dehat | UP41G4016 | 40645.84 | 15513.16 |
| 173 | BAREILLY | Shahjahnapur | UP32BG8203 | 96228.35 | 16032.18 |
| 174 | BAREILLY | Bareilly | UP41G3872 | 64780.44 | 17108.47 |
| 175 | PRAYAGRAJ | PRAYAGRAJ | UP41G3913 | 68603.06 | 5313.04 |
| 176 | Mirzapur | Sonbhadra | UP41G4001 | 63731.41 | 27336.25 |
| 177 | Ayodhya | Ambedkar Nagar | UP32BG8134 | 129835.8 | 36856.75 |
| 178 | BASTI | Siddharth Nagar | UP41G3886 | 66887.02 | 25023.26 |
| 179 | BASTI | Siddharth Nagar | UP32BG8163 | 83476.06 | 25926.38 |
| 180 | Devipatan Division | Shravasti | UP32BG8182 | 65499.32 | 25771.81 |
| 181 | ALIGARH | Kasganj/Kanshi Ram nagar | UP32BG8210 | 50698.57 | 12317.34 |
| 182 | Moradabad | Rampur | UP41G3986 | 40509.27 | 17382.15 |
| 183 | Moradabad | Sambhal | UP41G3911 | 34267.83 | 14600.04 |
| 184 | Ayodhya | Barabanki | UP32BG8170 | 22337.36 | 7159.76 |
| 185 | Lucknow | Lucknow | UP41G3876 | 20942.27 | 7019.16 |
| 186 | BASTI | Siddharth Nagar | UP41G3971 | 81705.59 | 29046.28 |
| 187 | Lucknow | Unnao | UP41G3880 | 28849.51 | 15254.02 |
| 188 | CHITRAKOOT | Hamirpur | UP41G3934 | 91807.26 | 36077.64 |
| 189 | Devipatan Division | Shravasti | UP41G3893 | 55349.17 | 19212.81 |
| 190 | Gorakhpur | Mahrajaganj | UP41G3966 | 53949.68 | 20047.59 |
| 191 | Lucknow | Unnao | UP32BG8217 | 44289.1 | 15484.8 |
| 192 | Devipatan Division | Gonda | UP32BG8211 | 76928.47 | 11802.49 |

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| Sr.No | Division | District | Vehicle No. | Apr 2019-March 2020 | April 2020-August 2020 |
|---|---|---|---|---|---|
| 193 | Merrut | Bulandshehar | UP32BG8164 | 75638.55 | 19814.73 |
| 194 | Varanasi | Chandauli | UP41G3993 | 14682.38 | 11658.38 |
| 195 | Lucknow | Unnao | UP32BG8173 | 27028.45 | 11285.64 |
| 196 | Kanpur | Kannauj | UP32BG8220 | 55909.34 | 18481.47 |
| 197 | Lucknow | Lucknow | UP32BG8153 | 23570.67 | 12472.08 |
| 198 | CHITRAKOOT | Hamirpur | UP32BG8140 | 83522.81 | 34412.84 |
| 199 | Kanpur | Etawah | UP41G4008 | 31583.71 | 11775.92 |
| 200 | Lucknow | Hardoi | UP32BG8120 | 79968.28 | 26289.11 |
| 201 | Ayodhya | Sultanpur | UP32BG8143 | 119963.6 | 28857.59 |
| 202 | Kanpur | Auraiaya | UP41G4004 | 76888.3 | 35014.98 |
| 203 | Lucknow | Rae Bareli | UP32BG8192 | 54867.29 | 16394.5 |
| 204 | Varanasi | Chandauli | UP32BG8150 | 19220.98 | 10821 |
| 205 | Moradabad | Moradabad | UP41G3984 | 60954.11 | 21357.22 |
| 206 | Moradabad | Moradabad | UP32BG8196 | 47299.88 | 13043.69 |
| 207 | Merrut | Ghaziabad | UP41G3980 | 16934.8 | 15472.96 |
| 208 | Gorakhpur | Gorakhpur | UP32BG8152 | 95238.56 | 17759.51 |
| 209 | Kanpur | Kanpur Nagar | UP41G4017 | 38792.2 | 8961.4 |
| 210 | Lucknow | Sitapur | UP41G3879 | 70832.71 | 24873.29 |
| 211 | Kanpur | Auraiaya | UP32BG8121 | 87943.52 | 35537.44 |
| 212 | Jhansi | Jhansi | UP32BG8124 | 43696.07 | 25853.48 |
| 213 | BAREILLY | Pilibhit | UP41G3947 | 51330.53 | 25579.12 |
| 214 | Ayodhya | Ambedkar Nagar | UP41G3881 | 145694.1 | 38709.19 |
| 215 | Ayodhya | Ayodhya | UP32BG8176 | 103389 | 17388.89 |
| 216 | ALIGARH | Aligarh | UP32BG8132 | 65948.09 | 12100.95 |
| 217 | Merrut | Gautam Buddha Nagar | UP41G3900 | 64969.38 | 27912.77 |
| 218 | PRAYAGRAJ | Pratapgarh | UP41G3883 | 91963.75 | 23327.4 |
| 219 | Merrut | Gautam Buddha Nagar | UP41G3977 | 68970.62 | 23242.14 |

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| Sr.No | Division | District | Vehicle No. | Apr 2019-March 2020 | April 2020-August 2020 |
|---|---|---|---|---|---|
| 220 | ALIGARH | Aligarh | UP41G3973 | 84290.07 | 13199.08 |
| 221 | AGRA | Firozabad | UP32BG8154 | 93792.36 | 22047.61 |
| 222 | Lucknow | Rae Bareli | UP41G3921 | 63539.84 | 19466.92 |
| 223 | Gorakhpur | Gorakhpur | UP32BG8139 | 100898.7 | 12402.74 |
| 224 | ALIGARH | Kasganj/Kanshi Ram nagar | UP41G4018 | 55086.25 | 14321.59 |
| 225 | Merrut | Merrut | UP32BG8180 | 75410.04 | 15340.81 |
| 226 | Lucknow | Rae Bareli | UP32BG8131 | 65870.53 | 28431.18 |
| 227 | Kanpur | Auraiaya | UP32BG8200 | 94250.91 | 32333.15 |
| 228 | Ayodhya | Ayodhya | UP41G3894 | 108582.9 | 14910.68 |
| 229 | Lucknow | Hardoi | UP41G3962 | 78930.36 | 21420.4 |
| 230 | Kanpur | Kannauj | UP41G3937 | 93120.21 | 21425.86 |
| 231 | Kanpur | FarrukhabAd | UP41G3931 | 87678.71 | 32399.57 |
| 232 | Merrut | Merrut | UP41G3983 | 87718.96 | 22673.76 |
| 233 | Kanpur | Kannauj | UP32BG8189 | 89517.81 | 20197.53 |
| 234 | AGRA | Firozabad | UP41G3933 | 100989.1 | 26574.96 |
| 235 | Merrut | Merrut | UP32BG8185 | 104804.2 | 29118.89 |
| 236 | Kanpur | FarrukhabAd | UP32BG8195 | 69984.2 | 32706.95 |
| 237 | AGRA | Mainpuri | UP41G3945 | 57015.37 | 20389.32 |
| 238 | Lucknow | Hardoi | UP32BG8215 | 69217.99 | 23899.47 |
| 239 | AGRA | Firozabad | UP41G4011 | 77105.88 | 19950.13 |
| 240 | Ayodhya | Ayodhya | UP32BG8125 | 116213 | 24905.71 |
| 241 | Lucknow | Hardoi | UP41G3874 | 60849.31 | 20509.24 |
| 242 | Merrut | Merrut | UP41G3906 | 66623.14 | 18100.76 |
| 243 | Kanpur | Auraiaya | UP41G3926 | 71486.09 | 27850.08 |
| 244 | AGRA | Firozabad | UP32BG8138 | 68355.91 | 29096.69 |
| 245 | AGRA | Mainpuri | UP32BG8145 | 68860.21 | 29276.65 |
| 246 | Merrut | Gautam Buddha Nagar | UP32BG8156 | 43668.99 | 25407 |

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| Sr.No | Division | District | Vehicle No. | Apr 2019-March 2020 | April 2020-August 2020 |
|---|---|---|---|---|---|
| 247 | AGRA | Mainpuri | UP41G4032 | 66336.97 | 27520.79 |
| 248 | CHITRAKOOT | Banda | UP41G4013 | 15378.39 | 0 |
| 249 | Merrut | Bulandshehar | UP41G3899 | 80764.4 | 8084.29 |
| 250 | Merrut | Bulandshehar | UP32MN7955 | 6634.69 | 20153.23 |
| 251 | AGRA | Mainpuri | UP41AT4533 | 59543.77 | 10272.69 |

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## SCHEDULE VII

## LIST OF UP DISTRICTS WITHIN 200 KM 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. Bijor
12. Shamil
13. Saharanpur
14. Moradabad
15. JP Nagar
16. Hathras
17. Sambola
18. Amroha

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महानिदेशक
चिकित्सा एवं स्वास्थ्य, उ०प्र०

अपर्णा यू०
मिशन निदेशक
राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

## SCHEDULE VIII

### Average Total Monthly Calls for The Last 12 Months

| ALS Ambulance Call Data | | | |
|---|---|---|---|
| **Month & Year** | **Total calls received** | **Call require Dispatch** | **Total Trips made** |
| Feb-20 | 7,853 | 7,508 | 7,378 |
| Mar-20 | 8,064 | 7,708 | 7,600 |
| Apr-20 | 8,129 | 7,479 | 7,386 |
| May-20 | 10,363 | 10,268 | 10,042 |
| Jun-20 | 10,858 | 9,513 | 9,343 |
| Jul-20 | 9,288 | 8,076 | 7,858 |
| Aug-20 | 9,094 | 8,717 | 8,466 |
| Sep-20 | 8,448 | 8,112 | 7,740 |
| Oct-20 | 6,599 | 6,588 | 6,451 |
| Nov-20 | 7,165 | 6,152 | 5,936 |
| Dec-20 | 8,110 | 5,322 | 5,240 |
| Jan-21 | 7,604 | 6,101 | 5,923 |
| **Total** | **1,01,575** | **91,544** | **89,363** |

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अपर्णा यू०
मिशन निदेशक
राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

# REQUEST FOR PROPOSAL (RFP) DOCUMENT

# FOR

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

## SERVICE AGREEMENT (ALONG WITH SCHEDULES): PART – II

**Bid Ref. No.: 287/SPUM/NHM/EMTS/ALS/20-21**

**Revised Service Agreement post Pre-Bid meeting dated 25.01.2021**

**March 2021**

**National Health Mission, Uttar Pradesh**
**Mission Director, NHM - UP**
**Vishal Complex, 19-A Vidhan Sabha Marg**
**Lucknow, U.P., India - 226001**
Phone: 0522 – 2237496, 2237522
Fax: 0522 – 2237574, 2237390
Website: http://upnrhm.gov.in
Email: alstender.up@gmail.com

ZIQITZA HEALTHCARE LIMITED MUMBAI
Med Care 365 Medical Services Private Limited
Authorised Signatory
अपर मु० निदेशक राष्ट्रीय स्वास्थ्य मिशन, उ०प्र०लखनऊ
निदेशक चिकित्सा एवं स्वास्थ्य, उ०प्र०

March 2021

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महानिदेशक
चिकित्सा एवं स्वास्थ्य, उ०प्र०

अपर्णा यू०
मिशन निदेशक
राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

## AGREEMENT

This Service Agreement is entered into on this the .....day of ....., **20**..... ("**Execution Date**") by and between:

1. **Mission Director, National Health Mission**, State of Uttar Pradesh, represented by its [•] and having its principal offices at Vishal Complex, 19-A Vidhan Sabha Marg Lucknow, U.P., India - 226001 (hereinafter referred to as the "**NHM**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the **First Part**;

And

2. **Directorate of Medical & Health Services**, State of Uttar Pradesh represented by its [•] and having its principal offices at [•] (hereinafter referred to as the "**Directorate**" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the **Second Part;**

And

3. [•], a [•] incorporated under the provisions of the Companies Act, 2013, and having its registered office at [•], (hereinafter referred to as the "**Service Provider**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the **Third Part**.

And

4. {description of the Selected Bidder} , and having its registered office at [•], (hereinafter referred to as the "**Selected Bidder**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) joining the execution of the Agreement as confirming party; Party of the **Fourth Part**

"**NHM**" and the "**Directorate**" are hereinafter collectively or individually, as the context may admit and/or require, is referred to as "**Authority**".

"**Authority**", "**Service Provider**" and "Selected Bidder" are hereinafter referred to individually as "**Party**", and jointly as "**Parties**".

**WHEREAS**

Authorised Signatory

A. The Authority is desirous of engaging organizations with experience in the health sector and having social commitment to operate and manage Advanced Life Support (ALS) Ambulance Services in all the 75 districts of the State for the benefit of the general population ("**ALS Ambulance Services**").

B. The Authority had accordingly invited proposals by its Request for Proposal No. *** dated *** (the "**Request for Proposal" or "RFP**") under this bid process from interested parties for undertaking the ALS Services. In response to the RFP, the Authority received applications from various Bidders including the Bid dated [•] submitted by the Selected Bidder.

C. After evaluation of the Bid(s) received, the Authority had accepted the bid of the Service Provider and issued a letter of acceptance No. [•] dated [•] (hereinafter called the "**LOA**") to it requiring, inter alia, the execution of this Agreement within [•] days of the date of issue thereof.

D. The {Single Entity/Consortium} has since promoted and incorporated the Service Provider as a limited liability company under the Companies Act, 2013, and has requested the Authority by its letter dated [•] to accept the Service Provider as the entity which shall undertake and perform the obligations and exercise the rights of the Consortium under the LOA, including the obligation to enter into this Service Agreement pursuant to the LOA for undertaking the ALS Ambulance Services;

E. The Authority has agreed to the said request of the Service Provider and agreed to enter into this Service Agreement with the Service Provider for implementation of the ALS Ambulance Services, subject to and on the terms and conditions set forth hereinafter.

F. The Service Provider represents and warrants that they have duly fulfilled all the terms and condition necessary for the execution of this Agreement as per the terms and condition in Bid documents and are in a position to execute this Agreement and Implement the Project as envisaged in the Bid and this document.

G. In light of compliance by the Selected Bidder of the pre-conditions to the execution of the Agreement, Authority has agreed to enter into this Agreement vesting the rights for the implementation of the ALS Ambulance Services with the Service Provider on the terms, conditions, and covenants hereinafter set forth in this Agreement

**NOW, THEREFORE**, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

ZIQITZA HEALTHCARE LIMITED MUMBAI

Authorised Signatory

अपर्णा यू०
मिशन निदेशक
राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

चिकित्सा एवं स्वास्थ्य, उ०प्र०

## ARTICLE 1 - DEFINITIONS & INTERPRETATIONS

**1.1** In this Agreement, unless the context otherwise requires the following expressions shall have the meaning assigned as under:

a. **"Agreement" or "Service Agreement"** shall include this Agreement; all Schedules hereto; the terms contained in the Request for Proposal as amended and clarified by Authority till the submission of the bid by the interested parties; the LOA; the related agreements, inter-alia, including Bank Guarantee, undertaking and other instruments furnished by the Service Provider and the memorandums signed between the Service Provider and Authority from time to time in terms of this Agreement in regard to the Area of Operation and other matters, manner and method for implementation of the Project;

b. **"Agreement Period"** shall have the meaning ascribed to it in Clause 4.5;

c. "**ALS Ambulance**"or "**Ambulance**" means a Ambulances handed over to the Service Provider for undertaking ALS Ambulance Services in accordance with the provisions of this Agreement and the Applicable Laws, and Good Industry Practices;

d. "**ALS Ambulance Services**" shall mean undertaking operation and maintenance of ALS Ambulance including emergency medical services and transportation of patient to designated referral facility in accordance with terms of this Agreement. Further it is clarified that such service shall also include as under: Operations and Maintenance of ALS ambulances including the equipment installed within the ambulances and ALS ambulance vehicles. It also includes replenishment of all medical and non-medical consumables required in the ALS ambulances, and the service implies that the Service Provider will make the ALS ambulance available at any required location within the defined operational area at any time 24 hours in a day, 7 days in a week in the shortest time possible according to the Service Agreement. The service also includes the transportation of the patient to the specified destination in the shortest time possible as defined in the Service Agreement and in compliance with the directions issued by the patient's doctor for in transit patient care.

e. **"ALS Response Centre"** shall have the meaning ascribed to it in Clause 3.1.3 (h);

f. **"Applicable Laws"** means all laws, brought into force and effect by Government of India or the State including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge

of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

g. **"Area of Operation"** means the entire State of Uttar Pradesh inclusive of 18 divisions/75 districts of the State and any new district(s) if any carved out of existing district(s);

h. **"Authority"** shall have the meaning ascribed to the term in the preamble of this Agreement;

i. "**Authority Event of Default**" shall have the meaning ascribed to it in Clause 15.3;

j. "**Award**" shall have the meaning ascribed to it in Clause 16.2 (d);

k. "**Base Location**" shall have the meaning ascribed to it in Clause 5.6;

l. "**Bid Due Date**" means the last date on which the Bid may have been submitted in accordance with the provisions of the Request for Proposals;

m. "**Change in Law**" means the occurrence of any of the following after the Bid Due Date:

i. the enactment of any new Indian law;
ii. the repeal, modification or re-enactment of any existing Indian law;
iii. the commencement of any Indian law, which has not entered into effect until the Bid Due Date;
iv. a change in the interpretation or application of any Indian law, by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Due Date;
v. any change in the rates of any of the indirect Taxes that have a direct effect on the Project; or
vi. any lockdown orders or orders restricting the movement of persons/goods/vehicles issued by Central/ State Government under the Epidemic Diseases Act, 1897 and/or the Disaster Management Act, 2005. For avoidance of doubt, it shall not include any change in the rates of direct Taxes.

n. "**Change of Scope**" shall have the meaning ascribed to it in Clause 11.1;

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o. "**Change of Scope Limit**" shall have the meaning ascribed to it in Clause 11.1;

p. "**Change of Scope Notice**" shall have the meaning ascribed to it in Clause 11.2.1;

q. "**Change of Scope Order**" shall have the meaning ascribed to it in Clause 11.2.3;

r. "**Coercive Practice**" shall have the meaning ascribed to it in Clause 13.2 (d);

s. "**Collusive Practice**" shall have the meaning ascribed to it in Clause 13.2 (c);

t. "**Commencement Date**" means the date on which every Condition Precedent is either satisfied within 30 (thirty) days from the Execution Date or any extension thereof, as stipulated in Clause 3.1.5, or is waived, as the case may be, in accordance with the provisions of this Agreement including Clause 3, and such date shall be the date of commencement of the Agreement Period;

u. "**Conditions Precedent**" shall have the meaning ascribed to it in Clause 3.1.1;

v. "**Corrupt Practice**" shall have the meaning ascribed to it in Clause 13.2 (a);

w. "**Cure Period**" means the period specified in this Service Agreement for curing any breach or default of any provision of the Agreement by the Agency and shall commence from the date on which a notice is delivered by the Authority to the Service Provider asking the latter to cure the breach or default specified in such notice;

x. "**Damages**" means mutually agreed genuine pre-estimate of loss and damages likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty.

y. "**Directorate**" shall have the meaning ascribed to the term in the preamble of this Agreement;

z. "**Dispatch Officers**" shall mean the officer in ALS Response Centre who shall assign the Ambulance and instruct the Ambulance driver of the pickup and drop location;

aa. "**Dispute**" shall have the meaning ascribed to it in Clause 16.1 (a);

bb. "**Disputed Amount**" shall have the meaning ascribed to it in Clause 5.7;

cc. "**Encumbrances**" means any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind

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having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Facilities;

dd. **"Execution Date"** means the date of signing this Service Agreement;

ee. **"Fixed Fee"** shall have the meaning ascribed to it in Clause 5.2.1;

ff. **"Force Majeure"** shall have the meaning ascribed to it in Clause 14.1.1;

gg. **"Fraudulent Practice"** shall have the meaning ascribed to it in Clause 13.2 (b);

hh. **"Good Industry Practice"** means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Service Agreement in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

ii. **"Joint Memorandum"** shall have the meaning ascribed to it in Clause 4.3;

jj. **Intentionally Left Blank.** ;

kk. **"LOA"** shall have the meaning ascribed to the term in Recital C of this Agreement;

ll. **"Manpower"** means any or all employees, personnel, staff of the Service Provider whether sourced from outside or on the payroll of the Service Provider;

mm. **"Monthly Fee"** shall have the meaning ascribed to it in Clause 5.2.1;

nn. **"Moratorium Period"** shall have the meaning set forth in Clause 3.1.4 (b)

oo. **"NHM"** shall have the meaning ascribed to the term in the preamble of this Agreement;

pp. **"Open Source Code"** means the code that is designed to be publicly accessible i.e. anyone can see, modify, and distribute the code as they see fit;

qq. **"Performance Security"** shall have the meaning ascribed to it in Clause 9.1.1;

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अपर्णा यू०
मिशन निदेशक
राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

चिकित्सा एवं स्वास्थ्य, उ०प्र०

rr. "**Project**" means the implementation, operation and maintenance of Advanced Life Support (ALS) Ambulance Services in State of Uttar Pradesh in accordance with the provisions of this Agreement and Schedules;

ss. "**Project Facilities**" mean and include all assets including the Ambulances fitted with medical equipment, other equipment, accessories, ALS Response Centre including the hardware and software, database and other materials used for the work and services under this Service Agreement;

tt. "**RFP**" shall have the meaning ascribed to the term in Recital B of this Agreement;

uu. "**Rights**" shall have the meaning ascribed to it in Clause 4.1;

vv. "**Satisfactory Working Condition**" means the standard that a reasonable person would regard as satisfactory taking into account technical functionalities (having regard to useful life as specified by relevant manufacturer), its utilization till handover, ordinary wear and tear, freedom from defects, safety and durability and all other relevant circumstances which would obstruct the functioning of the Ambulance for the execution of ALS Ambulance Services;

ww. "**Service Provider**" shall mean the company incorporated under the Companies Act, 2013 to execute this Service Agreement and undertake the Project in accordance with the terms of this Agreement;

xx. "**Service Provider Event of Default**" shall have the meaning ascribed to it in Clause 15.2;

yy. "**Standard Operating Procedures**" means the procedure for operation of the Project to be developed by the Service Provider and approved by the Authority as per the guiding principles laid down in Schedule 3;

zz. "**Standard Ambulance Operating Protocol**" means the protocol for operation of Ambulances to be developed by the Service Provider and approved by the Authority as per the guidelines and framework laid down in Schedule 3;

aaa. "**State**" shall mean the State of Uttar Pradesh;

bbb. "**Termination Notice**" shall have the meaning ascribed to it in Clause 15.5;

ccc. "**Trip**" shall have the meaning ascribed to it in Clause 5.6;

ddd. "**Variable Fee**" shall have the meaning ascribed to it in Clause 5.2.1 (c).

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The capitalised terms not specifically defined in this Agreement shall have the meaning as ascribed to them in the RFP.

**1.2** In this Agreement, unless the context otherwise requires,

a. references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

b. words referring to a **"person"** shall be construed as a reference to any individual, firm, company, corporation, society, trust, or any association;

c. the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

d. the words "**include**" and "**including**" are to be construed without limitation and shall be deemed to be followed by **"without limitation"** or **"but not limited to"** whether or not they are followed by such phrases;

e. any reference to any period of time shall mean a reference to that according to Indian Standard Time;

f. any reference to day shall mean a reference to a calendar day;

g. any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

h. references to a "**business day**" shall be construed as a reference to a day (other than a Sunday) on which banks in Lucknow are generally open for business;

i. any reference to any period commencing "**from**" a specified day or date and "**till**" or "**until**" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

j. the words importing singular shall include plural and vice versa;

k. references to any gender shall include the other and the neutral gender;

l. "**lakh**" means a hundred thousand (100,000) and "**crore**" means ten million (10,000,000);

m. references to the "**winding-up**", "**insolvency**", or "**reorganisation**" of a company or corporation shall be construed so as to include any equivalent or analogous

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proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;

n. save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, licence or document of any description shall be construed as reference to that agreement, deed, instrument, licence or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this sub-clause shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;

o. any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorised representative of such Party, as the case may be, in this behalf and not otherwise;

p. the Schedules and Recitals to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

q. time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

**1.3** Measurements and Athematic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

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## ARTICLE 2 – OBJECTIVE OF THIS AGREEMENT

**2.1** The objective of this Agreement is to provide 24 hours per day and 365 days a year Advanced Life Support ("ALS") Ambulance Services through rolling out 250 ALS Ambulances in Area of Operation.

**2.2** Responding to medical emergencies, providing advanced medical aid, and transporting the patient to the nearest referral hospital within the shortest possible time.

**2.3** The ALS Ambulance Services shall be coordinated through an ALS Response Centre as per the procedure specified in Schedule 1.

**2.4** Provision of trained manpower and ensuring each ALS Ambulance shall have a driver and an advanced cardiac life support certified emergency medical technician and consumables, medical equipment to manage ALS operations as detailed in Schedule 6.

**2.5** The nature of the work requires the Service Provider to function for a social cause, making available much needed emergency services to population at large in the Area of Operation.

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## ARTICLE 3 - CONDITIONS PRECEDENT

### 3.1 Conditions Precedent

3.1.1 Save and except as otherwise expressly provided in this Agreement, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 3.1 (the "**Conditions Precedent**").

3.1.2 The condition precedent required to be fulfilled by Authority prior to Commencement Date shall be deemed to have been fulfilled when the Authority shall have:

a. handed over the existing 250 ALS Ambulances to the Service Provider in accordance with Clause 4.3, and the Joint Memorandum recording such handover is duly drawn by Parties in the manner outlined in said Clause 4.3;

b. Approve the Standard Ambulance Operating Protocol and Standard Operating Procedure prepared and submitted by the Service Provider.

3.1.3 The Conditions Precedent required to be satisfied by the Service Provider prior to the Commencement Date shall be deemed to have been fulfilled when the Service Provider shall have:

a. provided Performance Security in terms of Article 9 of this Agreement;
b. ensure and procure that the Standard Ambulance Operating Protocol and Standard Operating Procedure are prepared, finalized and approved by the Authority;
c. taken over the ALS Ambulances as per the Joint Memorandum as per the procedure stipulated in Clause 4.3;
d. ensured that the Manpower and personnel for operating the ALS Ambulance Services are deployed or demonstrably ready to be deployed, and a list of such Manpower and personnel shall be handed over to the Authority;
e. obtained all such Applicable Permits unconditionally or if subject to conditions then all such conditions have been satisfied in full and such Applicable Permits are and
f. shall be kept in full force and effect for the relevant period during the subsistence of this Agreement;
g. received from the Service Provider copies (certified as true copies by an authorized officer of the Service Provider) of the constitutional documents of the Service Provider;
h. received copies (certified as true copies by a Director of the Service Provider) of all resolutions adopted by the Board of Directors of the Service Provider authorizing the execution, delivery and performance by the Service Provider of this Agreement;
i. Ensured and procured that an integrated call centre facility ("**ALS Response Centre**") as per the requirements of this Agreement is established and made

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operational. The ALS Response Centre shall be made fully equipped for receiving calls, through twenty-four hour dedicated phone lines, from the general public/ Chief Medical Superintendent (CMS)/Chief Medical Officer (CMO) as per Good Industry Practice;

j. Ensured and procured integration/coordination of ALS Response Centre with 250 ALS Ambulances into the system of ALS Response Centre for seamless operationalization of ALS Ambulances and ALS Response Centre in Uttar Pradesh; and

k. Ensured and procured monitoring application with Open Source Code ("**Monitoring Application**") for ensuring administration of drugs to each patient, equipment used for each patient care, while transferring the patient from one facility to another, so that ALS Ambulance is not just a patient transportation facility. The outcome of the Monitoring Application shall be filled by the ALS Ambulance staff for each trip, and shall be made available on real-time basis to the Authority.

l. Ensured and procured development of an ALS Response Centre level dashboard prior to the Commencement Date, displaying the following minimum information:

   a. Equipment-status (functional/non-functional) daily basis for all Ambulances
   b. Drugs/Consumables- stock availability on a daily basis for all Ambulances
   c. Status of ALS Ambulance -availability and location for all ambulances
   d. Any other parameters decided during the finalisation of SOP as per the provisions stipulated in the Agreement.

m. Ensured and procured installation of Smart Phone and GPS in all the 250 ALS Ambulances.

Any of the conditions precedent set forth in this Clause 3.1.3, save and except the condition of 3.1.3 (c) thereof, may be waived as condition precedent obligation fully or partially by the Authority at any time in its sole discretion; however such waiver (if any granted) shall be without prejudice to fulfilment of such obligations as condition subsequent.

### 3.1.4 Obligations to satisfy Condition Precedents

a. The Service Provider and the Authority shall make all reasonable endeavours to procure the satisfaction in full of the Conditions Precedent set out in Clause 3.1.2 and Clause 3.1.3 above within 30 days of Execution Date or such extended period as provided under Clause 3.1.5 below. The Service Provider and the Authority shall make all reasonable endeavours to procure fulfilment of the conditions set

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forth in Clause 3.1.3 (c). Each Party shall bear its respective cost and expense of satisfying such Condition Precedent.

b. Upon satisfaction of all Conditions Precedent by the Service Provider, the Authority shall subject to terms hereof, forthwith declare the Commencement Date.

Without prejudice to the declaration of the Commencement Date as above, in the event Parties agree upon and undertake partial/ phased handover of Ambulance, and thereupon Service Provider Commences the operation of such Ambulances ("**Partial Commencement Date**"), then Service Provider shall be entitled for a Moratorium Period of 30 (thirty ) days from the Execution Date, extendable by another 15 days, during which time the sole entitlement shall be the waiver of Damages in respect of shortfall of ALS Ambulance Services put into phased operations.

Provided however that:

(a) the Moratorium Period automatically will stand suspended once the Commencement Date is declared;

(b) To achieve Partial Commencement Date for the relevant ALS Ambulance, the Service Provider shall be required to duly equip such ALS Ambulance in accordance with the terms hereof and demonstrate an operational ALS Response Centre;

(c) In respect of such partial commencement, the Service Provider shall be entitled for only Variable Fee and no Fixed Fee , whatsoever shall be payable for any partial commencement of ALS Ambulance.

(d) If there is any delay in handing over any or all the ALS Ambulances in Satisfactory Working Condition within 30 days by the Authority due to procedural reasons, the Service Provider shall not be liable for any liquidated damages in respect of such ALS Ambulances that is not handed over. Notwithstanding the foregoing, in the event the Service Provider refuses to accept the handover of ALS Ambulances which are declared fit for handover after the joint inspection as per Clause 4.3.1, for any reason other than Force Majeure, the same shall amount to an event of default of the Service Provider under this Agreement and the Authority shall, without prejudice to its other rights and remedies under this Agreement or under law, have the right to terminate this Agreement in accordance with Clause 15 hereof.

c. The Parties shall notify each other in writing at least once a week on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

### 3.1.5 Damages for Delay and Deemed Termination

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a. Damages for Delay by the Service Provider

The Service Provider shall not be entitled to Fixed Fee until the achievement of Commencement Date as per the provisions of this Agreement.

b. Intentionally Left Blank

c. Without prejudice to the provisions of this Clause 3.1.5, the Parties expressly agree that in the event the Commencement Date does not occur within 30 (thirty) days from the Execution Date or within any extended period not exceeding another 15 (fifteen) days thereafter ("**Long Stop Date**"), for any reason whatsoever except Force Majeure or Authority's non-fulfilment of its obligations, as the case may be, all rights, privileges, claims and entitlements of the Service Provider under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Service Provider, and the Service Agreement shall be deemed to have been terminated. Provided, however, that in the event of termination on account of delay in occurrence of the Commencement Date for reasons attributable to the Service Provider, the Bid Security if subsisting or equivalent amount from the Performance Security (if furnished) of the Service Provider shall be encashed and appropriated by the Authority as Damages thereof.

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## ARTICLE 4 – ENGAGEMENT OF THE SERVICE PROVIDER

### 4.1 The Rights

4.1.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, the Authority hereby grants to the Service Provider and the Service Provider hereby accepts the Rights under this Agreement for a period of 5 (five) years, commencing from the Commencement Date including the exclusive right and authority during the subsistence of this Agreement to implement the Project ("**Rights**").

4.1.2 Subject to and in accordance with the terms and conditions set forth in this Agreement, the Rights hereby granted shall entitle the Service Provider to enjoy, and oblige the Service Provider to undertake the following in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits. The Service Provider hereby accepts the engagement to provide the ALS Ambulance Services through the operation and maintenance of the Project Facilities in the Area of Operation.

**4.2** The ALS Ambulance Services to be provided by the Service Provider are detailed in the **Schedule 1** hereto and shall, inter-alia, include:

(i) operation, maintenance and management of the ALS Ambulances and ALS Response Centre;
(ii) during the Agreement Period, the Service Provider shall procure, replace, operate and maintain the equipment and, hardware, medical equipment and consumables required for ALS Ambulances and ALS Response Centre as per the provisions of this Agreement;
(iii) designing, procurement, financing, operations and maintenance of software required for such ALS Ambulance Services; including setting up of ALS Response Centre, including refurbishing, renovation, equipment etc.
(iv) procurement, financing, stocking and maintaining of Inventories;
(v) staffing and training of Manpower for the operation, maintenance and management of ALS Ambulance Services;
(vi) reporting and maintenance of the database that is generated through operation, maintenance and management of ALS Ambulance Services;
(vii) ensuring that the performance standards in relation to ALS Ambulance Services are satisfied at all times;
(viii) to operate and maintain the ALS Ambulance Services in a sustained manner; and
(ix) Provide access to real-time ambulance location data based on GPS and/or Smart Phone data, at its own cost to the Authority; and ensure that at no given time Smart Phone and/or GPS shall be closed or shut or removed from the ALS Ambulance or in any other way made non-operational..

## 4.3 Handover of ALS Ambulances

4.3.1 The Authority shall handover the ALS Ambulances to the Service Provider in the following manner:

(i) Prior to handing over the ALS Ambulances, a joint inspection shall be conducted on a mutually agreed date and time by the district level committee ("**Committee**") comprising representative(s) of
(a) Transport Department
(b) Nominated by Authority at district level
(c) Existing service provider
(d) Selected Service Provider
(e) Any other member nominated by Authority

The District Level Committee will be constituted by the Authority.

(ii) The joint inspection shall be undertaken by way of *inter alia* drawing a memorandum ("**Memorandum**") which may contain among others the following details:

a. Whether the ALS Ambulances are in Satisfactory Working Condition or not; and
b. existing equipment installed therein with details of its functionality except normal wear and tear.

(iii) Signing of the Memorandum, in 2 (two) counterparts (each of which shall constitute an original), by the Committee, shall be deemed to constitute a valid handover of the ALS Ambulances to the Service Provider for undertaking obligations in the Area of Operation during the Agreement Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever.

(iv) The Authority shall handover the ALS Ambulances to the Service Provider in Satisfactory Working Condition after joint inspection. For the avoidance of doubt, it is clarified that the cost to make the equipment in the ALS Ambulances operational which are found to be non-operational or replacement of any such equipment which are found to be condemned during the joint inspection shall be borne by the Authority.

(v) The Authority shall procure and replace ALS Ambulances which have completed their life expectancy or meets any other relevant parameter of replacement as per the Condemnation Policy defined in Clause 7.1.13. Provided that the Service Provider shall be responsible to procure and maintain, at its own cost, all the equipment required for putting any such replaced ALS Ambulances in operation as per Schedule 6 of this Agreement.

4.4 The Authority may without prejudice to the above, may decide to apply the aforesaid process in a phased manner resulting into the sequential handover of the ALS Ambulances.

**4.5 Area of Operation**

The Service Provider shall provide the ALS Ambulance Services only in the State of Uttar Pradesh.

**4.6 Agreement Period**

The Service Provider shall commence the ALS Ambulance Services from the Commencement Date for a term of 5 (Five) years, or the earlier Termination of this Agreement in terms hereof ("**Agreement Period**") and during which the Service Provider is authorized to implement the Project and to operate the Project Facilities in accordance with the provisions hereof.

i. In the event of Termination, the Agreement Period shall mean and be limited to the period commencing from the Commencement Date and ending with the Termination;

ii. At the end of the Agreement Period or sooner Termination of this Agreement for any reason whatsoever, all rights given under this Service Agreement shall cease to have effect and the Project Facilities shall revert to the Authority

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## ARTICLE 5 – CONSIDERATION AND PAYMENT TO SERVICE PROVIDER

**5.1** The consideration provided in this Service Agreement shall be the full and comprehensive consideration for all the Services to be performed and the obligations undertaken by the Service Provider under this Service Agreement and the Service Provider shall not directly or indirectly be entitled to any other sum either from the Authority, users of ALS Ambulance services or any other person, whatsoever.

**5.2** Subject to the provisions of this Service Agreement and in consideration of the Service Provider undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Service Agreement, Authority agrees and undertakes to pay to the Service Provider fee on a monthly basis the following:

5.2.1 The Authority shall provide minimum lumpsum amount of INR 1.25 Crore (Rupees One Crore Twenty-Five Lakhs) per month ("**Fixed Fee**") for overhead expenses such as the salary, insurance and maintenance. The Fixed Fee shall be paid from the Commencement Date. The Service Provider shall ensure that:

a. All ALS Ambulances are in accordance with the Agreement are in Satisfactory Working Condition and in accordance with Good Industry Practice after allowing 5% non- operational Ambulances on any given day;

b. In case the non-operational ALS Ambulances are more than 5%, then there would be proportionate deduction from the Fixed Fee, for every percentage (%) shortfall below the threshold limit of 95% availability of ALS Ambulance.

c. An ALS Ambulance which does not undertake any trip on a given day shall be considered as unavailable unless it furnishes a documentary proof under the signature of the concerned CMO/CMS to the effect that the ALS Ambulance was available, but no trip was assigned.

d. In addition to the Fixed Fee, the Service Provider shall be payable the variable fee of Rs. ____ {based on the financial quote of selected entity} (Rs. {in words} per kilometer) ("**Variable Fee**"). This amount shall be payable as per Clause 5.6 below for the distance covered starting with the first kilometer of operations. The Service Provider shall be entitled to the Variable Fee from the Partial Commencement Date, however the Fixed Fee shall only be payable to the Service Provider upon achievement of Commencement Date.

It is hereby clarified that, **Fixed Fee** and **Variable Fee** are hereinafter collectively referred to as "**Monthly Fee**"

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**5.3** The payment of Monthly Fee in accordance with this Agreement shall be subject to deductions on account of Damages provided in this Agreement, and shall be inclusive of all taxes other than GST. GST, if any, shall be payable along with the Monthly Fee.

**5.4** The Monthly Fee shall be paid on the calendar month basis, subject to the following terms:

(a) Upon achievement of Commencement Date, the Monthly Fee payable for the first calendar month after the Commencement Date shall be calculated pro-rata on the basis of number of days from the Commencement Date to the end of said calendar month.

(b) In case of Partial Commencement Date: The Variable Fee payable for the first calendar month after the Partial Commencement Date shall be calculated pro-rata on the basis of number of days from the Partial Commencement Date to the end of said calendar month.

For avoidance of doubt, it is clarified that the Service Provider shall be entitled to a Moratorium Period of 30 (thirty) days from the Execution Date, extendable by another 15 (fifteen) days. During this Moratorium Period, no Damages shall be levied on the Service Provider on the shortfall of Services as per the Agreement. In the event the Service Provider commences the operations of the ALS Ambulances during the Moratorium Period, it shall be entitled only to the Variable Fee from the Partial Commencement Date, and Key Performance Indicators will be calculated only for these operational ALS Ambulances.

**5.5** The Monthly Fee shall be subject to an annual escalation. An annual escalation of the Monthly Fee shall be applicable on the first anniversary of the Commencement Date and thereafter during the Agreement Period, the Service Provider shall be entitled to annual escalation equivalent to the average inflation rate of the previous 12 (twelve) months as disclosed by CPI (IW) index of India on the last payable Monthly Fee in accordance with the provisions of this Agreement.
This annual escalation on Monthly Fee shall be applicable *only* if there are no Damages due and payable by the Service Provider to the Authority in accordance with the terms of this Agreement; prior to the first anniversary of the Commencement Date. …

**5.6** The Service Provider shall be required to submit invoices by 7th (seventh) day of every month, for the previous month, along with a declaration stating that it has performed all the activities and tasks envisaged under this Services Agreement. The invoices shall be supported by monthly reports as per Schedule 7 of this Service Agreement and any other Reports or Documents as may be mutually decided from time to time. The basis of determining the Kilometer travelled shall be the base location of the ALS Ambulance (“**Base Location**”).For avoidance of doubt, it is hereby clarified that, one trip shall be calculated by way of the Base Location being the starting point; thereafter the distance covered to reach to assigned pick up location plus the distance covered from assigned pickup location to drop location plus distance covered from drop location to Base Location shall be reckoned to complete one trip (“**Trip**”). Base Location shall be the

location where the ALS Ambulance is specified to be parked. This Base Location shall be determined through GPS coordinates for each of the 250 ALS Ambulances prior to Partial Commencement Date/ Commencement Date, whichever is earlier. Base Location can only be changed with prior express permission of the Authority.

In case the ALS Ambulance after dropping the patient to the assigned drop location and before reaching the Base Location gets reassigned for another patient pick up and accordingly proceeds to the new assigned pick up location instead of going back to the Base Location, the earlier Trip shall be considered deemed to be completed and the new Trip shall be deemed to commence.

Further, if ALS Ambulance reaches the pickup location based on the call received at ARC and the patient transfer does not occur, such Trip **shall not be billable.**

**5.7** The Authority shall pay 80% of the invoice value to the Service Provider within 3 weeks from the date of receipt of the invoice. The remaining Monthly Fee shall be paid after scrutinizing the invoice raised by the Service Provider and upon being satisfied about the correctness of invoice so raised. In case, the Authority raises concerns about the correctness of any item in the invoice (the "**Disputed Amount**"), the Authority in such scenario may demand explanation from the Service Provider and hold the payments corresponding to the Disputed Amount in the invoice and pay only the undisputed portion of the invoice. The responsibility to prove the correctness of Disputed Amount shall lie on the Service Provider. Non-Payment relating to Disputed Amount shall not be considered as Authority Event of Default under Clause 15.3 of this Agreement.

**5.8** The balance 20% of the Monthly Fee, subject to Disputed Amount shall be payable by the Authority to the Service Provider not later than 60 (sixty) days of receiving the invoice from the Service Provider. The Authority shall make payment under this Agreement in the account designated by the Service Provider.

**5.9** The Authority at its discretion may appoint any other external agency for verifying invoices/claims, monitoring of processing and handling the disbursement of Payments or any other amount payable to the Service Provider etc.

**5.10** In case, the 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 of 0.01% (point zero one percent) on the unpaid amount for each day's delay subject to limit of 10% of the unpaid amount. The Service Provider shall submit the documents as specified in the Schedules along with the invoice; otherwise it will be deemed incomplete, thus not accepted. In case of any discrepancy, Service Provider shall be required to submit clarification. The Authority at its discretion may require the Service Provider to submit the format of invoice prior to its submission. This invoice will be undisputed and unpaid..

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**5.11** Notwithstanding any verification made by the Authority or any external agency, 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 Authority, solely at the discretion of the Authority, two times of the amount wrongly invoiced or claimed.

**5.12 Authority's Right to Set off**

The Authority shall have the right to set off any amounts due and payable by Service Provider to the Authority under this Agreement including those payable due to non-compliance of Key Performance Indicators (KPIs) under Schedule 5.

**5.13** Only where no payment is payable by the Authority to the Service Provider or the monthly Payment together with any other amounts payable to the Service Provider by Authority is less than the amount payable by the Service Provider, that such excess amounts and/or required deductions may be recovered through encashment of the Bank Guarantee.

**5.14** The Service Provider shall provide the ALS Ambulances Services free of cost to the public.

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## ARTICLE 6 – PROJECT FACILITIES

**6.1** Ownership of all the Project Facilities (except the ALS Response Centre with its hardware and software) utilized for the purposes of the implementation of the Project shall at all times vest with the Authority, and the Service Provider unconditionally consents to the same.

**6.2** Ownership all databases as well as intellectual property rights for the databases generated shall vest exclusively with the Authority.

**6.3** The Service Provider has no right, title or interest or any form of ownership rights over any of the Project Facilities (except the ALS Response Centre with its hardware and software as per the specifications). It is hereby clarified that the Service Provider shall not get any right, title or interest in the Ambulances or any equipment and the Service Provider has no right to create any right, interest or title or any Encumbrance in relation to the Project Facilities (except the ALS Response Centre with its hardware and software) in favour of any third party.

**6.4** The Service Provider shall ensure that all the Ambulance and ALS Response Centre equipment and technology including software except for the Manpower that are procured for the purpose of providing ALS Ambulance Services and implementation of the Project, shall be transferred in Satisfactory Working Condition, upon the expiry or earlier Termination of the Agreement, to Authority without any limitation and any additional burden, financial or otherwise on the Authority. 2 (two) months prior to the expiry of the Agreement Period, a joint inspection shall be conducted to identify the operational status and condition of ALS Ambulances and the restorative/ repair works that is required to be undertaken by the Service Provider at its own cost to put the ALS Ambulance in Satisfactory Working Condition prior to handback, as per the provisions of this Agreement.

**6.5** The Service Provider shall bear all costs and expenses relating to obtaining any user license in favour of Authority or for ensuring the due transfer of the equipment, software and technology to Authority upon the expiry or earlier Termination of the Agreement. The Service Provider shall ensure that all warranties and/or guarantees that may be valid and existing at the time of expiry and/or earlier Termination of the Agreement are also transferred to Authority with the relevant equipment hardware/software and/or technology, as the case may be without any cost to the Authority.

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## ARTICLE 7 – OBLIGATIONS OF THE SERVICE PROVIDER

### 7.1 Obligations of Service Provider

7.1.1 The Service Provider shall submit Performance Security for an amount of Rs. 50,000,000/- (Rupees five crores only) before the Commencement Date as per Article 9;

7.1.2 The Service Provider shall procure and maintain at all times during the Agreement Period, all required Approvals for implementing the Project;

7.1.3 The Service Provider shall comply with all Applicable Laws, including labour laws and COVID related protocols;

7.1.4 The Service Provider agrees and undertakes to render ALS Ambulance Services and other work and services under this Service Agreement with regularity throughout the Agreement Period;

7.1.5 The Service Provider shall inspect, examine and takeover in presence of Authority's representative, the existing ALS Ambulances, which are in the possession of and being operated by the existing operator as per Clause 3.1.3 (c);

7.1.6 The Service Provider shall be obliged to maintain the Ambulance Services and work at the responsibility of the Service Provider by maintaining the ALS Ambulance Services and Project Facilities in Satisfactory Working Condition and as per Good Industry Practice and ensure deployment of Manpower required;

7.1.7 The Service Provider shall bear all operational costs and expenses relating to ALS Ambulance Services, including major and minor repairs, fuel cost, Manpower cost, equipment, medicine & consumables cost, etc. The service provider shall be liable to make payment and clear all applicable payments / salaries / invoices to its staff and vendors by 7th day of every month;

7.1.8 Subject to this Service Agreement, the Service Provider shall maintain the ALS Ambulance and all medical equipment, medicines and consumables for the ALS Ambulance as per the specification contained in Schedule 6. The Service Provider shall maintain adequate stock of all medicines, consumables and equipment;

7.1.9 The Service Provider shall ensure that the Standard Ambulance Operating Protocol are prepared, finalized and approved by the Authority;

7.1.10 The Service Provider shall ensure that ALS Ambulances are equipped with Global Positioning System (GPS) and Smart Phone and shall also provide APN Sim for the

Smart Phone. Any hardware which requires replacement/ upgrading with respect to the latest technological advancement, which in turn enables to make the emergency response service faster and more efficient should be done by the Service Provider during the Agreement Period at their own cost;

7.1.11 The Service Provider shall operate the ALS Ambulance Services and ensure that ambulance services are available on 24 hours per day and 365 days a year basis to the people without any charges being levied from the public. In the event of any repair or total loss or other factors affecting the ALS Ambulance or the non-availability of any Project Facility or Manpower deputed for any ALS Ambulance Service, the Service Provider shall make alternate arrangement of same standards, at its cost and responsibility, of ALS Ambulances or Manpower, on hire to maintain the services as stipulated in this Service Agreement.

7.1.11A The Service Provider shall ensure that not more than 5% of the ALS Ambulances shall be non-operational on any given day, after the Commencement Date, during the Agreement Period. The Service Provider shall arrange alternative ALS Ambulance of similar type to cover up for the shortfall, if any, in number of ALS Ambulances below 95%. The basis of determining non- operational ALS Ambulance shall include but not be limited to the following:

a. Duty assigned to the ALS Ambulance, Smart Phone or GPS is found to be shut/closed/removed or in any way made non-functional;
b. Key equipment such as ventilator found to be non operational during inspection of the ALS Ambulance by the Authority; and
c. Real time information to the Authority by the Driver in case ALS Ambulance is non- operational.

7.1.12 The Service Provider shall replace the ALS Ambulance, as per Schedule VI of Service Agreement or equivalent in case of total loss due to accident at its own cost and register the vehicle in the name of the Authority;

7.1.13 The Service Provider shall intimate and request for procurement of new ALS Ambulances, to the Authority 6 (six) months prior to any ALS Ambulance in the fleet having completed the life expectancy or any other relevant parameter as per applicable Government order, as clarified from time to time ("Condemnation Policy") . For the avoidance of doubt, it is clarified that such ALS Ambulances which have been declared unfit for operations shall not be counted towards the fleet strength of ALS Ambulances for any other purpose under this Agreement.

The Authority shall procure and replace such ALS Ambulances which have completed their life expectancy or any other relevant parameter as per the Condemnation Policy defined above. However, the Service Provider shall be responsible to procure and maintain, at its own cost all the equipment required for putting such new ALS

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Ambulances in operation for purposes of this Agreement as per Schedule- 6 of this Agreement.

7.1.14 The Service Provider agrees to ensure that all the ALS Ambulances are equipped with (GPS) and Smart Phone to ensure all trip distances and ambulance locations are accurately recorded. The Service Provider shall also provide APN Sim for the Smart Phone. The specification of Smart Phone and APN Sim is set out in Schedule 10 Part I of this Agreement. The Specification of GPS is set out in Schedule 10 Part II of this Agreement;

7.1.15 The Service Provider shall provide GPS based Trip data on real time basis to the 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;

7.1.16 The Service Provider shall duly maintain such records including Patient Care Records (PCR), log books etc. of each trip in electronic medium and make available the same to the Authority on real time basis;

7.1.17 The Service Provider agrees that it shall cooperate and shall be obliged to give all the requisite information and details to the Authority or any other designated representative of the Authority for the purpose of verification of its claims;

7.1.18 The Service Provider agrees and undertakes to render services incidental to the scope and conditions of work as contained in this Service Agreement without any extra charges or payment provided that the quantum of such extra work does not result in extra expenditure to the Service Provider;

7.1.19 The Service Provider acknowledges and agrees that the Selected Bidder {A Single Bidder} shall hold 100% (hundred per cent) of the paid up and subscribed equity of the Service Provider at all times until the expiry of the Agreement Period. In case the Selected Bidder is a Consortium, the Members of the Consortium whose Technical or Financial experience has been evaluated in RFP stage, shall subscribe to at least 26% (twenty six percent) of the paid up and subscribed equity of the Service Provider until expiry of the Agreement Period. The Lead Member shall hold at least 51% (Fifty one Percent) of the subscribed and paid up equity share capital of the Service Provider throughout the Agreement Period. The Consortium Members shall collectively hold 100% (hundred per cent) of the paid up and subscribed equity of the Service Provider

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until expiry of the Agreement Period. The Service Provider shall take prior approval of the Authority in case of any Change in Ownership;

7.1.20 The Service Provider hereby covenants that it shall at all times during the Agreement Period maintain such displays, promotional material and/or messages as may be directed or approved by the Authority, free of cost;

7.1.21 The Service Provider acknowledges and accepts that the technology and software that shall be financed, procured and/or developed by the Service Provider shall be provided to the Authority, free of cost, in accordance with the provisions of this Service Agreement, for the purposes of using the said software for the ALS Ambulance Service;

7.1.22 The Service Provider hereby covenants that it shall duly maintain the Project Facilities free and clear of all liens, claims, and encumbrances and it shall not at any time create any charge, lien or encumbrances whatsoever over the Project Facilities in favour of any other person. The Service Provider shall maintain the Project Facilities in good condition;

7.1.23 The Service Provider hereby covenants that it or its Manpower shall not use the Project Facilities for any purpose other than for the purposes of this Service Agreement;

7.1.24 The Service Provider shall during the Agreement Period duly insure, effect and maintain at its own cost and at all times adequate comprehensive insurance cover in regard to ALS Ambulances and such other insurance cover which the Service Provider considers necessary in accordance with the Good Industry Practices, to hold all other Parties harmless. The insurance policies so procured shall mention Service Provider as co-insured. The Service Provider shall furnish to the Authority the copies of insurance policy certificates, copy of receipt of insurance premium paid to maintain such insurance during the Agreement Period. If Service Provider fails to effect and maintain insurance policy for which it is responsible pursuant hereto, the Authority shall have the option to effect and maintain any such insurances in which case the Authority shall recover the cost thereof from the Service Provider. All insurance proceeds received shall be applied for the reconstruction of the ALS Ambulances except for insurance proceeds unrelated to physical damage or loss of life or injury.

It is agreed that in the event of any insurance claim arising in respect of the ALS Ambulances, the Service Provider shall lodge the claim with the insurance company and the Authority shall disburse the insurance proceeds as received solely for reconstruction/ reinstallation/ purchase of ALS Ambulances and/ or any covered

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equipment in favour of the Service Provider. The Service Provider shall upon receiving such proceeds restore the ALS Ambulances to their original operable conditions;

7.1.25 The Service Provider shall undertake all major and minor maintenance, servicing and replacement of spares and equipment in ALS Ambulances;

7.1.26 The Service Provider shall be responsible for fuelling of the ALS Ambulances;

7.1.27 The Service Provider shall achieve response time of 30 (thirty) minutes in urban and 45 (forty-five) minutes in rural areas under the Area of Operation. The Service Provider acknowledges and accepts that response time for ALS Ambulance Services and ALS Ambulances is the essence of this Service Agreement.

7.1.28 The Service Provider shall duly provide stabilization and first aid to the user of the ALS Ambulance Services and shall be obliged to transport the user to such facility as instructed by the caller.;

7.1.29 The Service Provider shall ensure that a chart marking availability of all medical consumables in the ALS Ambulance is maintained and updated by its Manpower at all times;

7.1.30 The Ambulance should be regularly serviced and maintained to reduce the risk of breakdown. The responsibility for maintenance will lie with the Service Provider for breakdown or repairs of ALS Ambulances and other Project Facilities;

7.1.31 The Service Provider has to ensure that the staffing norms mentioned in the Schedules are adhered to and reported to the Authority or any other agency appointed by the Authority. The Service Provider shall ensure that the Manpower for operating the ALS

Ambulance Services are deployed or demonstrably ready to be deployed, and a list of such Manpower shall be handed over to the Authority;

7.1.32 The Service Provider shall share/provide a link to the Authority which will allow the Authority to access the GPS and Smart Phone for real time monitoring;

7.1.33 The Service Provider agrees that the Authority or its representative shall at all times have access to all the data pertaining to this Project;

7.1.34 The Service Provider shall duly ensure it will undertake ALS Ambulance Services in accordance with Good Industry Practices in operation;

7.1.35 Data Confidentiality: No data pertaining to the Project should be leaked. The knowledge and/or confirmation of any violation of this Clause 7.1.35, based on intelligence gathered, provisioned information or complaint received, shall lead to instant termination of this Service Agreement and the Service Provider shall pay Liquidated Damages of INR 10,00,000, which would be appropriated from the Performance Security and/or the due payment.

7.1.36 The Service Provider shall hand over ambulances, on the Transfer Date, in operative, road worthy and Satisfactory Working Condition to Authority, without any limitation and any additional burden, financial or otherwise on the Authority;

7.1.37 The Service Provider shall bear all costs and expenses relating to obtaining any user license or Approvals in favour of the Authority or for ensuring the due transfer of the Project Facilities to the Authority upon the expiry of the Agreement Period or earlier termination of this Service Agreement

7.1.38 The Service Provider acknowledges that it shall appoint and recruit Manpower and impart adequate training to the Manpower for performance of all its the obligations in accordance with the terms, conditions and covenants set forth in this Service Agreement for the operation, maintenance and management of ALS Ambulance Services and Project Facilities. The Manpower appointed for operation of the ALS Ambulance Services shall be the employees of the Service Provider or hired by Service Provider on contract and the Authority will not be liable for any acts of omission/ commission vis-à-vis the employee appointed by the Service Provider or hired by him on contract as the case may be. The Service Provider shall maintain 95% operation availability of ALS Ambulances irrespective of staff resignations or strikes or any other such disruptions.

7.1.39 In case any of the ALS Ambulance handed over by the Authority to the Service Provider is damaged on account of accident or fire or any other reason or is detained at any police station or is not available for operations for any other reasons (except Force Majeure), as the case may be, in such event the Service Provider shall repair or replace such ALS

Ambulance with Ambulance of same specifications and equipment at its own cost. Further, if the Service Provider chooses to deploy similar ALS Ambulances as a back-up for meeting the availability requirement of 95%, such back up ALS Ambulance must match the specifications and equipment of the ALS Ambulance provided by the Authority. The Service Provider shall be responsible for procurement and fabrication of such back up ALS Ambulances at no additional cost to the Authority. Further, such back up ALS Ambulances shall be certified by the Authority or authorised representative of the Authority.

7.1.40 The Service Provider shall be responsible to establish, procure, operate, manage and maintain the ARC as per the specification contained in Schedule 1,;

7.1.41 The Service Provider shall ensure integration of 250 ALS ambulances into its system for seamless operationalization of ALS Ambulances and ALS Response Centre call centre in Uttar Pradesh;

7.1.42 The Service Provider shall ensure and procure that the management of Manpower recruited and deployed for taking ALS calls in ALS Response Centre;

7.1.43 The Service Provider shall ensure that all the calls landing at ALS Response Centre for the requirement of ALS Ambulance, are effectively handled;

7.1.44 This ALS Response Centre Dashboard shall be made available to the Authority for all 250 Ambulances once every 24 hours. Further the Service Provider shall inform the Authority immediately as soon as any of the Ambulances becomes non-operational for any of the above-mentioned reasons.

7.1.45 During the Agreement Period, the Service Provider shall procure, replace and maintain the equipment in the ALS Ambulances, at its own cost. Further, the Service Provider shall ensure that all the equipment procured and installed are as per Good Industry Practices and the quality standards of all the Medical Equipment must be certified by Indian/ International recognised agency. Additionally, the Service Provider shall provide the details of every replaced equipment in the ALS Ambulances to the Authority on quarterly basis.

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## ARTICLE 8 – OBLIGATIONS OF THE AUTHORITY

### 8.1 Obligations of Authority

8.1.1 The Authority shall be responsible for financing and procurement of all the ALS Ambulances. . The Authority shall ensure that all vehicles should be registered, and appropriate warranties are taken before transfer of the same to the Service Provider.

8.1.2 The Authority shall hand over the existing 250 ALS Ambulances to the Service Provider as per Clause 3.1.2 (a);

8.1.3 The Authority shall be responsible for payment of the Monthly Fee mentioned in Article 5 of this Service Agreement.

8.1.4 The Service Provider shall procure the dedicated phone lines in the name of the Authority and bear all the expenses for the usage of the dedicated phone lines for the purpose of this Project during the Agreement Period. The Authority shall reimburse cost of procurement and recurring bills (for incoming calls only). Non-recurring cost shall be borne by the Service provider.

8.1.5 The Authority shall be responsible for Promoting public awareness in emergency response through various State agencies and departments on the uptake of ALS Ambulance Services are incorporated into existing campaigns of the State wherever appropriate.

8.1.6 The Authority shall ensure that it shall provide and facilitate the space to park the Ambulances.

8.1.7 The Authority shall provide appropriate assistance in implementation of the Project.

8.1.8 The Authority shall be responsible for the monitoring and evaluation of the Project and Project Activities.

8.1.9 The Authority will instruct the Districts to provide all necessary assistance to the Service Provider and coordinate the smooth implementation and operation of the Project in the respective District. The Authority may also constitute a High Powered

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Committee to provide policy direction, assistance and regulations for the implementation and operation of the Project.

8.1.10 Intentionally Left Blank ;

8.1.11 Intentionally Left Blank ;

8.1.12 The Authority shall ensure and procure that IVRS based Feedback of each trip from the patient has been taken;

8.1.13 The Authority shall decide on the deployment/re-deployment of Ambulances, at strategically selected locations, in order to attend all emergencies effectively and within specified response time;

8.1.14 Intentionally Left Blank ;

8.1.15 The Authority shall ensure and procure provision of real time application data to the Service Provider; and

8.1.16 In the event of total loss affecting the ALS Ambulance Service, the Authority shall make alternate arrangement of back up ALS Ambulance, at its cost and responsibility. These back up ALS Ambulances shall be in compliance with the Specifications provided for ALS Ambulances.

8.1.17 The Authority shall, at its cost procure and replace such ALS Ambulances which have completed its life expectancy or any other relevant parameter as per the Condemnation Policy. The Service Provider shall, 6 (six) months prior to any ALS Ambulances fulfilling any criteria of Condemnation Policy notify the Authority for replacing such ALS Ambulances. For avoidance of doubt, it is clarified that, till the time such ALS Ambulance are replaced by the Authority, the relevant Key Performance Indicator for response time standard i.e. delay in arrival and delay in dispatch of ALS Ambulances shall be relaxed with tolerance/trigger level of the said Key Performance Indicators extended to twice thereof. .

8.1.18 The Authority shall through a district level committee, which shall also have representation from the Service Provider and chaired by representative of the Authority (as per the directives issued by Government from time to time), decide on the deployment/re- deployment of Ambulances, at strategically selected locations, in order to attend all emergencies effectively and within specified response time.

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## ARTICLE 9 – PERFORMANCE SECURITY

### 9.1 Performance Security

9.1.1 The Service Provider shall, for the performance of its obligations hereunder, provide to the Authority no later than 30 days from the Execution Date, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. 5,000,000/- (Rupees five crores only) valid up to 6 months post expiry of Agreement Period ("**Performance Security**"). Until such time the Performance Security is provided by the Service Provider pursuant hereto and the same comes into effect, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Service Provider. No interest shall be payable by the Authority against the Performance Security. The Selected Bidder/Service Provider shall keep the Performance Security, valid at all times during the stipulated period and renew it 30 (thirty) days prior to the expiry of its validity, as applicable;

9.1.2 **Appropriation of Performance Security**

a. In the event of the Service Provider being in default in the due and faithful performance of its obligations under this Agreement and failing to remedy such default within the Cure Period, the Authority shall without prejudice to its other rights and remedies hereunder be entitled to encash and appropriate the Performance Security as Damages for such default. Upon such encashment and appropriation of the Performance Security, Authority shall grant a period of 15 (fifteen) days to the Service Provider to provide fresh Performance Security and the Service Provider shall within the time so granted furnish to Authority such Performance Security failing which Authority shall be entitled to terminate this Agreement under Article 15.

b. Notwithstanding anything to the contrary contained in Clause 9.1.2 (a) above, upon furnishing of fresh Performance Security in accordance with Clause 9.1.2 (a) above, the Service Provider shall be granted an additional period of 60 (Sixty) days as Cure Period for remedying the defaults and complying with his obligations under this Agreement. In the event of the Service Provider continuing to be in breach of the provisions of this Agreement after such Cure Period, Authority shall be entitled to terminate this Agreement under the provisions of Article 15.

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## 9.2 Release of Performance Security

The Performance Security shall remain in force and effect by the Service Provider, throughout the Agreement Period and subject to this Clause 9.2, shall be released after 90 (ninety) days of Transfer Date in accordance with this Agreement.












## ARTICLE 10 – CHANGE IN LAW

**10.1** If as a result of Change in Law, the Service Provider suffers an increase in operational costs or reduction in net after-tax return or other financial burden the aggregate financial effect of which exceeds the Fixed Fee received in a relevant financial year, the Service Provider may so notify the Authority so as to place the Service Provider in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased cost, reduction in return or other financial burden as aforesaid. Upon notice by the Service Provider, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and agree on the amount that may be payable:

For this purpose the Service Provider shall make available all supporting documents, evidences, documentary proof to assist the Authority to evaluate such claim and establish the increase in costs or reduction in net after-tax return or other financial burden, require the Authority to pay an amount that would place the Service Provider in the same financial position that it would have enjoyed had there been no such Change in Law.

Upon receipt of such particulars of and supporting documents, evidences, documentary proof thereof, the Authority shall verify the same and upon satisfaction that the Change in Law has resulted in increase in costs or other financial burden on the Service Provider, pay to the Service Provider, the amount specified therein within 15 days of the notice; provided that if the Authority shall dispute such claim of the Service Provider, the same shall be settled in accordance with the dispute resolution mechanism as per Article 16. For the avoidance of doubt, it is agreed that this Clause 10.1 shall be restricted to changes in law directly affecting the Service Provider's costs of performing its obligations under this Service Agreement. For avoidance of doubt, if due to Change in Law, the arrangement envisaged under this Agreement becomes untenable or the purpose of the Agreement stands defeated or frustrated, the same shall be deemed as Force Majeure and will be dealt with as spelt out under the provisions of Article 14 hereto.

If as a result of Change in Law the Service Provider incurs a reduction in cost or increase in net after tax return or other financial gain the aggregate financial effect of which exceeds the Fixed Fee received in a relevant financial year the Service Provider shall pay to the Authority that would put the in the same financial position as it would have enjoyed had there been no such Change in Law.

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## ARTICLE 11– CHANGE OF SCOPE

### 11.1 Change of Scope

The Authority may, notwithstanding anything to the contrary contained in this Agreement, require provision of additional ALS Ambulance Services by way of increase in number of ALS Ambulances beyond 250 initial ALS Ambulances that are handed over for provision of ALS Ambulance Services; such change to be implemented as contemplated by this Agreement (the "**Change of Scope**"). Provided however, the Change of Scope shall not exceed in aggregate 50% (fifty per cent) of the original number of ALS Ambulances i.e. 250 ("**Change of Scope Limit**"). Additional ambulances (if any) shall be paid at the prevailing rate at the time of additional deployment. Any such Change of Scope shall be made in accordance with the provisions of this Article 11 and the costs thereof shall be borne by the Service Provider.

### 11.2 Procedure for Change of Scope initiated by Authority

11.2.1 In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Service Provider a notice specifying in reasonable detail the services contemplated thereunder (the "**Change of Scope Notice**").

11.2.2 Upon receipt of a Change of Scope Notice, the Service Provider shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary Documentation in support thereof;

11.2.3 Upon receipt of information set forth in Clause 11.2.2 above, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Service Provider, and the Parties shall, thereupon make good faith efforts to agree upon the manner of implementation thereof. Upon reaching an Agreement, the Authority shall issue an order (the "**Change of Scope Order**") requiring the Service Provider to proceed with the performance thereof. In the event that the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Service Provider to proceed with the performance thereof;

11.2.4 In case additional ALS Ambulance are required to deployed pursuant to the Change of Scope Order, such ALS Ambulances shall be provided by the Authority at its own cost in the manner detailed hereafter, however the operation and maintenance of the additional ALS Ambulance shall be the responsibility of and shall be undertaken by the Service Provider in accordance with the provision of this Agreement. The Fixed Fee shall be increased proportionately, for instance; increase in 100 ALS Ambulances will imply that the cost of procurement and fabrication of these ALS Ambulances shall be borne by the Authority and there would be a 40% (forty percent) increase in the Fixed

Fee paid to the Service Provider. The Variable Fee shall be paid at the applicable per Kilometer rate without any variation.

Notwithstanding anything to the contrary contained in this Article 11, the Service Provider shall be entitled to nullify any Change of Scope Order if the number of additional ALS Ambulance exceeds Change of Scope Limit.

### 11.3 Payment for Change of Scope

The Service Provider shall, after commencement of services, present to the Authority bills for payment in respect of the services, and the Service Provider shall be paid in accordance with terms of this Agreement.

## ARTICLE 12 – APPOINTMENT OF COMMITTEES, AGENCIES, ETC.

**12.1** Authority at its discretion may constitute committees or appoint external agencies for the monitoring of performance, processing and verifying invoices/claims, handling disbursement of funds, etc.

Authority may from time to time appoint and reconstitute appropriate committees and agencies, to monitor and coordinate the work and services of the Service Provider and undertake various studies, investigation, inquiries, verifications, etc. as may be considered appropriate.

**12.2 Intentionally Left Blank.**

## ARTICLE 13 – REPRESENTATIONS AND WARRANTIES

**13.1** The Service Provider represents and warrants that:

(i) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or registration;

(ii) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(iii) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;

(iv) it has the requisite standing and capacity including to undertake the work under this Agreement;

(v) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(vi) all the information furnished in the Proposal is, and shall be, true and correct as on the Execution Date and the balance sheet and profit and loss account of the Service Provider for its every accounting year after the Execution Date furnished to the Authority shall give true and fair view of the affairs of the Service Provider;

(vii) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or any covenant, agreement, understanding, decree or order to which, it is a Party or by which it or any of its properties or assets is bound or affected;

(viii) there are no actions, suits, proceedings, or investigations pending or, to the Service Provider's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Service Provider under this Agreement or which individually or in the aggregate may result in any adverse effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Agreement;

(ix) it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Agency which may result in any adverse effect or impairment of

the Service Provider's ability to perform its obligations and duties under this Agreement;

(x) it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have adverse effect on its financial condition or its ability to perform its obligations and duties under this Agreement;

(xi) No representation or warranty by the Service Provider contained herein or in any other document furnished by it to the Authority, or to any Governmental Agency in relation to applicable permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(xii) it warrants that no sums, in cash or kind, have been paid or will be paid by or on behalf of the Service Provider, to any person by way of fees, commission or otherwise for securing or entering into this Agreement or for influencing or attempting to influence any officer or employee of Authority in connection therewith; and

(xiii) it shall duly renew and maintain Bank Guarantee at all times up till six months after the expiry of the Agreement Period in full force and effect in accordance with the provisions of this Agreement.

**13.2** The Service Provider undertakes to observe the highest standard of ethics during the performance of the work under this Agreement without indulging in any Corrupt, Fraudulent, Collusive or Coercive Practices. For the purposes of this provision, the terms set forth below shall have the meaning assigned to them as follows:

a. "**Corrupt Practice**" means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;

b. "**Fraudulent Practice**" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

c. "**Collusive Practices**" means a scheme or arrangement between two or more Service Providers, with or without the knowledge of Authority, designed to influence the action of any party in the procurement process or execution of the contract; and

d. "**Coercive Practices**" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of the contract.

**13.3** The Service Provider acknowledges that prior to the submissions of the Proposal, the Service Provider had after a complete and careful examination made an independent evaluation of all the information provided by the Authority and had determined to the Service Provider's satisfaction the nature and extent of such difficulties, risks and issues as are likely to arise or may be faced by the Service Provider in the course of performance of its obligations hereunder.

**13.4** The Service Provider acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Authority shall not be liable for the same in any manner whatsoever to the Service Provider.

**13.5** The Service Provider Confirms that it has incorporated the Service Provider as Company to execute the Project according to the terms and conditions of this Agreement and the Service Provider shall be liable for all the acts and omissions to the Project during the Agreement Period.

## ARTICLE 14 – FORCE MAJEURE

### 14.1 Force Majeure

14.1.1 The Service Provider or Authority, as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent that the Authority or the Service Provider, as the case may be, is unable to render such performance by reason of an event of Force Majeure (a "**Force Majeure**").

14.1.2 In this Agreement, "Force Majeure" means any event or circumstance or combination of events and circumstances, which satisfies all the following conditions:

a) materially and adversely affects the performance of an obligation;
b) are beyond the reasonable control of the affected Party;
c) such Party could not have prevented or reasonably overcome the materially adverse effect with the exercise of Good Industry Practice or reasonable skill and care;
d) do not result from the negligence or misconduct of such Party or the failure of such Party to perform its obligations hereunder; and
e) any consequence of which have an effect described in Clause 14.1.1

14.1.3 "**Force Majeure**" includes the following events and/or circumstances to the extent that they, or their consequences satisfy the requirements set forth in Clause 14.1 and Clause 14.2:

i. Change in Law as referred in Clause 10.1 to be deemed as Force Majeure
ii. war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India;
iii. revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
iv. nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Project Facilities, unless the source or cause of the explosion, contamination, radiation or hazardous thing is brought to or near the Project Facilities by the Service Provider or any affiliate of the Service Provider or any contractor or sub-contractor of the Service Provider or any such affiliate or any of their respective employees, servants or agents;
v. strikes, go-slows and/or lockouts which are in each case widespread, nationwide or political; provided, however that local strikes only affecting (actually or as claimed) Service Provider and/or its contractors shall not be deemed as Force Majeure.
vi. any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, within India;

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vii. explosion (other than a nuclear explosion or an explosion resulting from an act of war) within India;

viii. epidemic (including COVID-19 or plague within India);

ix. any event or circumstances of a nature analogous to any events set forth in paragraphs (i) to (viii) above, within the State.

14.1.4 The non-availability of the Manpower, ALS Ambulances and/or other Project Facilities due to repair etc. and strike as specified in Clause 14.1.3 above shall not be considered as Force Majeure and it shall be the responsibility of the Service Provider to arrange for appropriate alternatives to maintain the services and work as stipulated in this Agreement.

**14.2 Procedure for Force Majeure**

14.2.1 If a Party claims relief on account of a Force Majeure event, then the Party claiming to be affected by the Force Majeure event shall, immediately on becoming aware of the Force Majeure event, give notice of and describe in detail: (i) the Force Majeure event(s) that has occurred;(ii) the obligation(s) affected as described in Clause 14.1; (iii) the dates of commencement and estimated cessation of such event of Force Majeure and (iv) the manner in which the Force Majeure event(s) affect the Party's obligation(s) under this Agreement. No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above.

14.2.2 The affected Party shall have the right to suspend the performance of the obligation(s)affected as described in Clause 14.1, upon delivery of the notice of the occurrence of a Force Majeure event in accordance with Clause 14.2.1 above.

14.2.3 The time for performance by the affected Party of any obligation or compliance by the affected Party with any time limit affected by Force Majeure, and for the exercise of any right affected thereby, shall be extended by the period during which such Force Majeure continues and by such additional period thereafter as is necessary to enable the affected Party to achieve the level of activity prevailing before the event of Force Majeure. During the subsistence of Force Majeure, the Parties shall enter into Good faith discussions with a view to resolve the hardship/adverse impact of the Force majeure, and towards this may mutually agree to modify the terms and conditions relating to the obligation of the Service Provider under this Agreement.

14.2.4 The Party receiving the claim for relief under Force Majeure shall, if it wishes to dispute the claim, give a written notice of dispute to the Party making the claim within 15 (fifteen) days of receiving the notice of claim. If the notice of claim is not contested within 15 (fifteen) days as stated above, all the Parties to this Agreement shall be

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deemed to have accepted the validity of the claim. If any Party disputes a claim, the Parties shall follow the procedures set forth in Clause 16.

### 14.3 Mitigation

The Party claiming to be affected by an event of Force Majeure shall take all reasonable steps to prevent, reduce to a minimum and mitigate the effect of such event of Force Majeure.

### 14.4 Termination due to Force Majeure

14.4.1 If Force Majeure event continues for more than continuous period of 180 days or for aggregate period of 270 days in a year, either Party shall have the right to terminate this Agreement by giving a notice of termination in respect thereof.

14.4.2 **Termination Payment for Force Majeure Events**

Upon Termination of this Agreement due to Force Majeure, pursuant to Clause 14.4.1, Termination Payment to the Service Provider shall be made in accordance with the following:

a. Return of the Performance Security submitted, after adjusting applicable deductions/ Liquidated Damages as per the provisions of this Agreement;
b. Payment of Monthly Fee due and payable;

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## ARTICLE 15 – TERMINATION

**15.1** This Agreement shall terminate by efflux of time on the expiry of the Agreement Period.

**15.2** Each of the following events or circumstances, to the extent not caused by a default of Authority or Force Majeure shall be considered for the purposes of this Agreement as events of default of the Service Provider ("**Service Provider Event of Default**") which, if not remedied within the Cure Period set forth below, or where no Cure Period is specified, within 60 (sixty) days, upon receipt of written notice from Authority, shall provide Authority the right to terminate this Agreement in accordance with Article 15:

(a) The Service Provider collects monies/ fees in any form from the beneficiaries/users;

(b) The Service Provider has failed to comply with the performance indicators namely Non-Response Default to the assignments are found to be more than 2% of the cases in each Calendar Month and the default continues for a period of 6 months;

(c) There are more than 0.1% cases of failure by the Service Provider to adhere to the Standard Operating Procedures in each Calendar month as verified by the Authority and the default continues for a period of 6 months;

(d) The Service Provider receives a feedback below a score of 3 (three) in a calendar month if there are more than 50% (fifty per cent) instances of calls from ALS Response Centre;

(e) The Service Provider fails to submit or does not maintain the Performance Security or comprehensive insurance as provided in this Agreement;

(f) a resolution is passed by the shareholders of the Service Provider for the voluntary winding up of the Service Provider;

(g) The shareholding of the Selected Bidder/Consortium Members falls below the minimum prescribed under Clause 7.1.19 and the Service Provider does not suo moto cure such default within 90 (ninety) days of its occurrence;

(h) The Service Provider is adjudged bankrupt or insolvent or a trustee or receiver is appointed for the Service Provider or for any of its property that has a material bearing on the Project;

(i) A petition for winding up of the Service Provider is admitted by a court of competent jurisdiction;

(j) If it is observed that the supporting bills submitted by the Service Provider are incorrect, false or manipulated;

(k) the Performance Security has been encashed and appropriated in accordance with Clause 9.1.2 and the Service Provider fails to replenish or provide fresh Performance Security within a Cure Period of 15 (fifteen) days;

(l) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.1.2, the Service Provider fails to meet any Condition Precedent or cure the Service Provider Default, as the case may be, for which

whole or part of the Performance Security was appropriated, within a Cure Period of 60 (sixty) days;

(m) The Service Provider abandons the operations of the ALS Ambulance Services for more than 15 (fifteen) consecutive days without the prior consent in writing of Authority, provided that the Service Provider shall be deemed not to have abandoned such operation if such abandonment was as a result of Force Majeure Event and is only for the period when such Force Majeure Event is continuing;

(n) The Service Provider repudiates this Agreement or otherwise evidences an intention not to be bound by this Agreement;

(o) Three instances of submission of incorrect invoices or claims by the Service Provider; and

(p) The Service Provider is in material breach of any of its obligations under this Agreement.

### 15.3 Authority Events of Default

The Service Provider may after giving 90 (ninety) days' notice in writing to Authority terminate this Agreement upon the occurrence and continuation of any of the following events (each a "**Authority Event of Default**"), unless any such Authority Event of Default has occurred as a result of Service Provider Event of Default or due to a Force Majeure Event:

(a) The Service Provider does not receive any undisputed payment within 60 (sixty) days after the payment due date and such default in performance of the obligations continue for a period of further 60 (sixty) days;

(b) The Authority fails to perform any of its material obligations under this Agreement or is in material breach of any obligations under this Agreement.

### 15.4 Intentionally Left Blank.

### 15.5 Termination Notice:

Without prejudice to any other rights or remedies which the Authority may have under the Agreement, upon occurrence of Service Provider Default or for any other reason whatsoever at the discretion of the Authority, the Authority shall be entitled to terminate the Agreement by issuing a termination notice ("**Termination Notice**") to the Service Provider; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Agreement of its intention to issue the Termination Notice and grant 15 (fifteen) days to the to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

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### 15.6 Termination Payment due to Service Provider's event of default

Upon Termination on account of a Service Provider's Default during the Agreement Period,

a. Without prejudice to any other rights of the Authority and subject to Clause 15.6 (b) below, if the termination is due to a Service Provider's Default, then the undisputed amount shall be due and payable to the Service Provider by the Authority. The entire Performance Security would be forfeited as Damages;
b. the Authority shall be entitled to claim, adjust and receive from said payment and the Service Provider shall be obliged to pay, without any demur, reservation or protest, all dues payable or owed by the Service Provider as Damages, at the time of such termination of the Agreement.; and
c. Service Provider shall hand over all the Project Facilities (including intellectual property developed during the course of rendering of the Services which are not being used by the Service Provider on license from third party IPR owners). Further, ownership of all databases as well as intellectual property rights for the databases generated shall vest exclusively with the Authority..

### 15.7 Termination due to Authority's event of default

Upon Termination of this Agreement on account of the Authority Event of Default:

a. The Authority shall proceed to determine and disburse the balance undisputed amount of the Monthly Fee due and payable to the Service Provider. Service Provider shall hand over all the Project Facilities (including intellectual property developed during the course of rendering of the Services which are not being used by the Service Provider on license from third party IPR owners) to the Authority. Further, ownership of all databases as well as intellectual property rights for the databases generated shall vest exclusively with the Authority.
b. Return the Performance Security submitted, after adjusting applicable deductions/ liquidated damages as per the provisions of this Agreement. Authority shall be entitled to recover the amount due to it from the outstanding termination payment.
c. Notwithstanding anything to the contrary contained in this Agreement, termination of this Agreement shall be without prejudice to other rights of the Authority including its right to claim and recover damages and other rights and remedies which it may have in law or under this Agreement.

### 15.8 Upon Expiry or earlier Termination of this Agreement, the Service Provider shall:

(a) notify Authority forthwith about the location and particulars of all Project Facilities; and

(b) deliver forthwith the possession and control to Authority or any person designated by Authority of the 250 Ambulances and other Project Facilities in operable condition, free and clear of all encumbrances and execute such deeds, writings and documents as may be required by Authority and under Applicable Laws for fully and effectively divesting the Service Provider of all of the rights and interests in the Project Authority.

## ARTICLE 16 – DISPUTE RESOLUTION

### 16.1 Amicable Resolution:

(a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including incompletion of the Project, between the Parties and so notified in writing by either Party to the other (the "**Dispute**") in the first instance shall be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause16.1 (b) below.

(b) In the event of any dispute between the Parties, either Party may call upon the Additional Chief Secretary/ Principal Secretary, Dept. of Health & Family Welfare, Government of Uttar Pradesh to mediate and assist the Parties in arriving at an amicable settlement thereof. Additional Chief Secretary/ Principal Secretary, Dept. of Health & Family Welfare, Government of Uttar Pradesh shall meet with the Service Provider not later than 15 (fifteen) days from the date of such request to discuss and attempt to amicably resolve the Dispute..

(c) If the dispute is not amicably resolved pursuant to the above as evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in writing or such longer period as may be mutually agreed by the Parties, then the dispute shall be referred to adjudication by the Arbitrators.

### 16.2 Arbitration:

(a) Any Dispute, which is not resolved amicably as provided in Clause 16.1 above shall be finally decided by reference to arbitration by an Arbitral Tribunal of three - one to be appointed by each party and the two arbitrators so appointed to appoint the third arbitrator who shall act as the presiding arbitrator. The arbitration shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

(b) The arbitrators shall issue a reasoned Award.

(c) The venue of such arbitration shall be in Lucknow, Uttar Pradesh.

(d) The Parties undertake to carry out any decision or award of the arbitrators (the "**Award**") without delay. Awards relating to any Dispute shall be final and binding on the Parties as from the date they are made.

(e) The Parties agree that an Award may be enforced against the Service Provider and/or Authority, as the case may be and their respective assets wherever situated.

(f) This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

## ARTICLE 17 – GOVERNING LAW AND JURISDICTION

**17.1** This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Lucknow, India shall have jurisdiction over all matters arising out of or relating to this Agreement.

## ARTICLE 18 – INDEMNITY

### 18.1 Indemnity by the Service Provider

The Service Provider shall indemnify and hold the Authority harmless, from any and all action, claims, suits and/or legal proceedings initiated by any person, third party or otherwise, that may be initiated or raised against Authority whether that may be in the nature of criminal, civil, medico-legal proceedings, proceedings under the Consumer Protection Act, 1986 or any Applicable Law that may arise under this Agreement

The Service Provider shall also indemnify and hold the Authority harmless from any and all actions, claims, liabilities, costs, damages and expenses of every kind and nature in respect of the sickness, injury or death of any person employed directly or indirectly by the Service Provider or any subcontractor and their respective employees and damage to or destruction of any property or equipment of the Service Provider or its subcontractors and their respective employees arising during or as a result of the performances or non-performance of this Agreement from any cause whatsoever provided that this Article 18 shall not apply to injury, death, damage or destruction to the extent caused by the gross negligence, default or omission of the Authority or its employees.

### 18.2 Indemnity - Third Party

The Service Provider shall indemnify and hold the Authority harmless from any and all claims, liabilities, costs, damages, and expenses of every kind and nature in respect of the sickness, injury or death of any third party and the damage to or destruction of any property of any third party arising directly or indirectly as a result of any gross negligence, default or omission of the Service Provider or its employees.

### 18.3 Non-Compliance with Applicable Laws

The Service Provider shall indemnify and hold the Authority harmless from any fines, penalties and similar charges which may be attributed to or imposed or assessed against the Authority by reason of the failure of the Service Provider to comply fully with all Applicable Laws save to the extent such failure was caused by the gross negligence, default or omission of the Authority or its employees.

### 18.4 General Indemnity

The Service Provider shall indemnify and hold the Authority harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature howsoever incurred by the Authority arising whether directly or indirectly as a result of the breach by the Service Provider of any of the Service Provider's obligations under this Agreement save to the extent such claims, liabilities, costs, damages and expenses

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were caused by the gross negligence, default or omission of the Authority or its employees.

Notwithstanding the termination of this Agreement, the Service Provider shall indemnify and hold the Authority harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature incurred by the Authority during the subsistence of this Agreement.

**18.5 Enforcement**

For the avoidance of doubt, nothing in this Article 18 shall prevent or restrict a Party enforcing any obligation owed to it under this Agreement.

**18.6 Defence**

The Authority shall promptly notify the Service Provider of any matter which may give rise to a right of the Authority to be indemnified under this Article 18.

The Service Provider may at its own cost conduct negotiations for the settlement of any claim made against it, and any litigation that may arise there from in such reasonable manner as the Authority shall from time to time approve (such approval not to be unreasonably withheld).

The Service Provider may not, however, conduct such negotiations or litigation before it has given the Authority such security as the Authority may reasonably require. The security shall be for an amount required by the Authority, which is its reasonable assessment of the amount for which it may become liable and which are the subject of the indemnities under this Article 18.

The Authority shall not make any admission which might be prejudicial to the Service Provider unless the Service Provider has failed to take over the conduct of the negotiations or litigation or provide security under this Article 18 within a reasonable time after having been so requested.

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## ARTICLE 19 – MISCELLANEOUS

### 19.1 Priority of Agreements and Errors/Discrepancies

This Agreement, and all other agreements and documents forming part of this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

(a) this Agreement (RFP Part II) read with Schedules;

(b) Letter of Acceptance;

(c) Request for Proposal; and

(d) all other Agreements and documents executed by and between the Parties;

In-case of any discrepancy or conflict between the provisions of the above documents, the provisions of the documents mentioned prior in the above order shall prevail over the provisions of the documents mentioned subsequently in the above order.

### 19.2 Waiver:

(a) Waiver by either Party of any default by other Party in the observance and performance of any provision of or obligations of or under this Agreement:

(i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;

(ii) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(iii) shall not affect the validity or enforceability of this Agreement in any manner.

(b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

### 19.3 Entire Agreement:

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This Agreement and together with the other contract documents and the Schedules constitute complete and exclusive statement of the terms of this Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless expressly previously approved in writing by the Authority and executed by the person expressly authorised by a resolution of Authority in this behalf.

**19.4 Notices:**

Any notice or other communication to be given by one Party to the other Party under, or in connection with the matters contemplated by this Agreement shall be in writing and shall be given at the respective addresses given in Article 19 (11) below, by letter delivered by registered post to the person designated or the purpose in writing by the concerned party from time to time.

**19.5 Severability:**

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner.

**19.6 Assignment:**

The Service Provider cannot assign its rights and obligations under this Agreement to any person.

**19.7 Relationship of the Parties:**

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever. The Agreement is on Principal to Principal basis.

**19.8 Language:**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

**19.9 Exclusion of Implied Warranties etc.:**

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other Agreement between

the Parties or any representation by either Party not contained in a binding legal Agreement executed by both Parties.

**19.10 Counterparts:**

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

**19.11 Address for Correspondence:**

For the Authority

___,

[……..…..]
[……..…..]

For the Service Provider
[……..…..]
[……..…..]

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**IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN**

SIGNED SEALED AND DELIVERED
For and on behalf of
**Mission Director, National Health Mission**
By:

_____(Signature)

_____(Name)

_____(Designation)

**Directorate of Medical & Health Services**
By:

_____(Signature)

_____(Name)

_____(Designation)

SIGNED, SEALED AND DELIVERED

For and on behalf of
**---- (Name of the Service Provider) ----:**

By:

_____(Signature)

_____(Name)

_____(Designation)

In the presence of:

1.

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

## REQUEST FOR PROPOSAL (RFP) DOCUMENT

## FOR

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

## SCHEDULES TO THE DRAFT SERVICE AGREEMENT: PART – II

**Bid Ref. No.: 287/SPUM/NHM/EMTS/ALS/20-21**


**National Health Mission, Uttar Pradesh**
**Mission Director, NHM - UP**
**Vishal Complex, 19-A Vidhan Sabha Marg**
**Lucknow, U.P., India - 226001**
Phone: 0522 – 2237496, 2237522
Fax: 0522 – 2237574, 2237390
Website: http://upnrhm.gov.in
Email: alstender.up@gmail.com


**Revised Service Agreement with Schedules post Pre-Bid meeting dated 25.01.2021**

**March 2021**

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# 1 Schedule 1: SCOPE AND CONDITIONS OF WORK

## 1.1 Model for Service Delivery

1.1.1 The structure of the Advanced Life Support (ALS) Ambulance Services delivery model will comprise of the following components:

a. An **ALS Response Centre (ARC)**, i.e. a centralised and exclusive call centre that will receive and handle emergency phone calls shall be setup by the Service Provider. There shall be one exclusive ARCs covering the whole State and the same should be located in the State of Uttar Pradesh.

b. A **Fleet of Ambulances**. The ALS Ambulance services are meant for referral transportation of critical patients, needing advanced care, from referring hospital to a referral hospital having the capacity for treatment of critical emergencies, within or outside of the district. Critical patients refer to cardiac arrest, critical cerebrovascular accident cases, critical airway obstruction, neonatal resuscitation, respiratory arrest, critical vehicular and other critical trauma cases, burn cases needing advanced care, obstetrical cases needing advanced care, any other life threatening conditions needing advanced care.

1.1.2 In addition to the above, the Service Provider is responsible for **overall project management** and administration for the assignment. Medical emergencies occurring in any part of the state will be handled as follows:

a. In any medical emergency situation, any of the following may utilize the ALS Ambulance Services like any other service recipient, by following the process defined under the Agreement: Chief Medical Superintendent (CMS), Chief Medical Officer (CMO), Mission Director - National Health Mission, UP or Directorate of Medical & Health Services, principal Government Medical Colleges, officer in charge of Army hospitals, Railway hospitals and other hospitals under control of government institutions e.g ESI hospitals, cantonment board hospitals and cancer institute etc. The Service Provider shall assign the call to ALS Response Centre as per service and operating standards defined in the Agreement.

Toll Free number shall be allocated in future by the Authority. Authority may also include other emergency nos. or modify number. Service provider shall ensure integration of such numbers is done free of cost.

b. Authority will define criteria for assignment of ALS Ambulances.

c. 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 Schedule 9.

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d. An ALS Ambulance will be dispatched to the site of emergency; the ALS Ambulance will provide advanced medical aid to the patient and then transport him/her to the nearest Referral Hospital, within a stipulated time frame.

e. In case the nearest Referral Hospital is unable to handle the case, the Service Provider shall transfer the patient to the next most suitable hospital based on direction provided by the Referral Hospital.

f. Once ALS Ambulance hands over the patient to the Referral Hospital, ALS Ambulance will return to the designated Base Location (as defined by the Authority)

g. Once ALS Ambulance is assigned for transferring critical emergency in District A, it can travel to referral hospitals in other districts too.

h. In case of requirements for ALS Ambulances from CMS/CMO/Nodal Person/ principal Government Medical Colleges, officer in charge of Army hospitals/ Railway hospitals and other hospitals under control of government institutions e.g ESI hospitals, cantonment board hospitals/ cancer institute etc. and general public received at the same time, calls received from CMS/CMO/Nodal Person and the organisation/ person mentioned above will receive priority for assignment of ALS Ambulance.

i. Only ARC Executive will have the responsibility to assign ALS Ambulance to the critical cases. ARC personnel will determine the location of the emergency along with the nature of emergency from the caller.

j. CMS/CMO/Nodal Person/general public will call ARC for assignment of ALS Ambulance. This will ensure ALS Ambulance status reflects 'assigned to' and conflict of duplicate booking can be avoided.

k. ARC will ensure at least one (dedicated) phone line with at least four (4) dedicated channels to receive direct calls from CMS/CMO/Nodal Person/ general public.

l. Doctors stationed at ARC should provide real-time guidance to the ALS Ambulance staff for handling emergencies.

m. ARC Executive can assign only those ALS Ambulances which are allocated to the district i.e. For any critical emergency in District A, ALS Ambulance can be assigned only from the ALS Ambulances allocated to District A.

1.1.3 Authority will finalize the list of medicines, consumables and medical consumables for all Ambulances.

1.1.4 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.

1.1.5 Service Provider will procure and maintain the equipment, consumables and medical consumables in each ALS Ambulance at its own cost.

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1.1.6 Intentionally Left Blank.

1.1.7 In addition to the above; Scope of Services shall include the following:

a. 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.

b. The Authority envisages initial operations of a total of 250 Advanced Life Support (ALS) Ambulances as part of scope of work for ALS Ambulance Services.

c. The services shall be provided free of cost to the public.

d. The services shall operate 24 hours a day, 365 days a year.

e. The Authority will be responsible for procuring and providing the Ambulances. The Ambulance equipment shall be as per Schedule 6. The Service Provider shall be given possession of the 250 Ambulances for the purpose of operation and maintenance, as per the terms of the Service Agreement. Further, during the Agreement Period the cost pertaining to procurement, replacement and maintenance of equipment in the Ambulance shall be borne by the Service Provider.

f. The Service Provider will be responsible for overall administrative, technological, managerial and leadership support for ALS services.

g. The Service Provider shall be required to appoint and recruit staff and impart adequate training to manpower.

h. Service Provider should deploy trained staff in ALS ambulances only: Ambulance Personnel - Each Ambulance should have a Driver and an Advanced Cardiac Life Support Certified Emergency Medical Technician.

i. The Service Provider shall ensure and procure that ALS response centre will be provided by the through dedicated call centre facility. The ALS Response Centre shall be made fully equipped for receiving calls, through 24 (twenty four) hour dedicated phone lines, from the general public/ Chief Medical Superintendent (CMS)/ Chief Medical Officer (CMO) as per Good Industry Practice. The Authority shall reimburse cost of procurement and recurring bills (for incoming calls only). Non-recurring cost shall be borne by the Service Provider.

j. Service Provider will coordinate ambulance services, especially the logistics / scheduling aspects.

k. The Service Provider shall have to install Global Positioning System (GPS) and Smart Phone in all ALS ambulances to ensure all trip distances and ambulance locations are accurately recorded. The Service Provider shall provide GPS based real

time trip data to the Authority for performance monitoring and payment purposes. Variance of only up to 10% in GPS data recording shall be acceptable.

l. 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

m. Service Provider will ensure that the ambulances fully comply with the stipulated requirements (specified under Schedule 6) enforced by the Authority.

n. The Authority will procure and provide the Ambulances. The associated equipment based on the specifications, as provided in Schedule 6, will be procured by the Service Provider.

o. The Service Provider shall permanently stock the Ambulance with the essential, good quality consumables & medical consumables (as per the list provided in Schedule 6) 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.

p. 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.

q. The Service Provider during the Agreement Period, shall procure, operate and maintain equipment of the ALS Ambulance, at its own cost. The Service Provider shall certify that all the equipment procured, installed as per Good Industry Practice and the quality standards of all the Medical Equipment must be certified by Indian/ International recognised agency. Additionally, the Service Provider needs to provide the details of every replaced equipment to the Authority on quarterly basis. For avoidance of doubt, it is clarified that, the Authority shall be responsible for procurement and replacement of ALS Ambulance which have completed their life expectancy or any other relevant parameter as per the Condemnation Policy stipulated Clause 7.1.13 of the Service Agreement. However, the Service Provider shall be responsible to procure and maintain, at its own cost all the equipment required for putting such new ALS Ambulances in operation for purposes of this Agreement.

r. 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.

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## 1.2 Staffing and Training

### 1.2.1 ALS Ambulance Personnel

Each ALS Ambulance should have a Driver and an Advanced Cardiac Life Support certified Advanced Emergency Medical Technician. The Advanced Emergency Medical Technician should be suitably trained to handle any medical emergencies.

### 1.2.2 ALS Response Centre (ARC) Personnel

a. The Physicians employed at the ARC should be trained to handle situations of emergency.

b. The first point of contact for the caller for an ALS Ambulance is the ARC Executive at the ARC who receives the calls. During this brief interaction, key information is gathered regarding location/address of Patient, nature of distress etc. based on which an ALS Ambulance is dispatched.

c. The ARC Executive's Training Curriculum will also include a module on the various types and extent of emergencies that may occur. This will facilitate better communications with the ALS Ambulance personnel. Thus, the selected Service Provider needs to lay down protocols for training of ARC personnel to ensure smooth and efficient operations. Such human resource will essentially be trained at the time of induction and provisions need to be in place to monitor their activities through random check.

## 1.3 Infrastructure

### 1.3.1 ALS Ambulance Specifications

The list of equipment as provided at Schedule 6 should be adhered to while procuring the Medical equipment for ALS Ambulances.

### 1.3.2 Procurement and Operation and Maintenance

The Authority will procure the 250 ALS Ambulances. The Ambulance make, model and other specifications are as per Schedule 6 – Clause 6.5. Additionally, the procurement of hardware equipment and software for ARC shall be done by the Service Provider. The Service Provider shall be responsible for establishing, staffing and maintenance of the ARC till the end of the Agreement Period

a. The vehicles shall fully comply with the stipulated requirements enforced by the Government of India and the Uttar Pradesh State Government.

b. The Service Provider shall operate and maintain the ARC, ALS 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 to comply with Applicable laws and effective discharge of services.

## 1.4 Land and Building

1.4.1 The Authority will provide the space to park the vehicles and such space will be determined prior to the Partial Commencement Date or Commencement Date, whichever is earlier. The setting up, renting, maintenance, and management of ARC premises will be the responsibility of the Service Provider and should be factored into the bid amount quoted by Service Provider.

## 1.5 Medical Consumables and Disposables

### 1.5.1 Specifications

Each ALS Ambulance shall be permanently stocked with the essential, good quality consumables, medicines & medical consumables as per the list provided at Schedule 6 and as may be required based on the experience of the Service Provider. These medical consumables should be made available throughout the year. The list will have additions/deletions based on local needs and capabilities and should be updated every year. Details of the consumables all ALS Ambulances are required to carry is also provided at Schedule 6.

### 1.5.2 Procurement of Medical Supplies

All medical consumables, disposables, consumables and supplies will be procured by the Service Provider from the open market subject to compliance with quality standards laid down by the State.

## 1.6 ALS Response Centre (ARC)

The ARC will be a 24x7 call centre of seating capacity of at least 5, that will receive emergency phone calls from any part of the State and Service Provider should suitably expand the infrastructure of the ARC to meet the performance standards.

1.6.1 Dedicated Phone Lines

The ARC will receive calls from CMS/CMO/Nodal Person/General Public.

a. At least 90% phone calls received at the ARC should be answered within 20 seconds of the first ring / beep. The Bidder shall deploy Software / IP phones at the ARC in order to monitor and calculate the response time for answering calls made to the ARC.



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अपर्णा यू०
मिशन निदेशक
राष्ट्रीय स्वास्थ्य मिशन
महानिदेशक
चिकित्सा एवं स्वास्थ्य, उ०प्र०

b. The ARC Executive receiving the call will be required to identify the exact location of the caller, contact information, their proximity to the patient (in case of calls from general public) and patient information, location of Referral Hospital (in case of calls from CMS/CMO/Nodal Person).

c. Once the above is complete, the ARC Executive will direct the required ALS Ambulance that is closest to the site of emergency or CMS/CMO/Nodal Person mentioned location. The ARC Executive will communicate with the ALS Ambulance driver through mobile phone and SMS.

d. While the ALS Ambulance is in transit to the site of emergency, the ARC Executive will instruct the caller to provide basic first aid to the patient, if possible.

1.6.2 Infrastructure Specification

a. The Service Provider should ensure that the ARC should have a minimum of 4 ARC Executives and 1 Physician to meet the performance levels as given a Schedule 3. ARC Executive shall have a minimum qualification of a Paramedic while the Physician should at least be MBBS Allopathy.

b. In addition to seating capacity, ARC should have sufficient space to accommodate H/W, furniture, other equipment and support staff.

1.6.3 Broad system requirements for the ARC

a. Built on Open Standards and should have Web Interface for client access.

b. GPS / GPRS technology with GIS interface for real-time tracking of all ALS Ambulances and graphical display of their position on a map should be used as appropriate.

c. Vehicle positioning accuracy should be a minimum of 50 metres.

d. Provide information about the vehicle including time, day, GPS coordinates, direction, speed, distance travelled, etc. updated on real-time basis.

e. Recognize the geographical area of the caller based on the incoming call and should also assist the ARC personnel in identifying the ALS Ambulance nearest to the caller.

f. Procure legally valid maps based on GIS for its ARC operations as well as ALS Ambulances. It shall procure GPS-GIS system from authorised agencies before launching the project operation.

g. Procure mobile phone for maintaining communication with the ALS Ambulances, where possible. The Authority may facilitate the provision of a dedicated wireless frequency, which will be used for radio-based communication between the ARC, vehicles and Government hospitals, if required. Key personnel at the ARC and ALS Ambulances shall have hand-held wireless equipment/ mobile phones to communicate with each other.

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h. Develop caller database, and should prompt with required information in case of repeat calls.

i. Prevent loss of Ambulance data in the event of failure of equipment or communication network.

j. Provide for necessary validations / alerts to avoid wrong entries or to prompt in case of wrong entries.

k. Necessary backup mechanism to safeguard data in case of failure of equipment.

l. The operating system to be used should be standard.

1.6.4 Technical Specifications (Hardware and Software) for the ARC

The Service Provider should develop a suitable integrated solution including Computer Technology Integration, Voice logger system, Geographic Information systems (GIS), Geographical positioning systems (GPS), Automatic vehicle Location & Tracking (AVLT), Computer Aided Dispatch (CAD) and mobile communication systems.

**Minimum Specification for IT Infrastructure at the Call Centre**

| S. No. | Particulars |
|---|---|
| 1 | Minimum seating capacity as specified earlier in section 1.6 |
| 2 | Intentionally Left Blank. |
| 3 | File Server |
| 4 | Workstations (at least 5 seats) |
| | - ARC Executives |
| | - Doctors/ Physicians |
| 5 | Hardware |
| | Network laser printer |
| | Laser printer |
| | Router |
| | Switches |
| | VOIP Phones |
| | Structured Cabling |
| | 42U Rack for server |
| | 9U rack for switches |
| | 24 port patch panels |
| | Patch cables Cat6 E 2 Mtr |
| | Patch cables Cat6 E 1 Mtr |
| | Genset: 30 KVA |
| | EPABX Machine |
| | Internet Lease Line |
| 6 | Software |
| | Firewall (antivirus) |
| | Server Software |

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महानिदेशक चिकित्सा एवं स्वास्थ्य, उ0प्र0

अपर्णा यू० निदेशक राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

| | |
|---|---|
| | Operating system |
| | UP System |
| 7 | GPS System Software Controlled |
| | Microsoft Windows Server |
| | GPS Navigation System |
| | Geographic Information systems (GIS) |
| | Automatic Vehicle Location & Tracking (AVLT) |
| | Computer Aided Dispatch (CAD) |

**The above listed Hardware and Software Specifications are indicative and the Service Provider shall decide the Specifications (Hardware and Software) for the ARC as per its requirement.**

## Schedule 2: LIST AND DETAILS OF VEHICLES

| Sr No | Category1 | Reg.No | District (As per Monthly Report) | Model | Date of Registration | Final ODO as on 31st Aug'20 |
|---|---|---|---|---|---|---|
| 1 | ALS | UP41G3870 | Bahraich | Force 3350 | 05-11-16 | 244509 |
| 2 | ALS | UP41G3871 | Barabanki | Force 3350 | 05-11-16 | 150931 |
| 3 | ALS | UP41G3872 | Bareilly | Force 3350 | 05-11-16 | 183618 |
| 4 | ALS | UP41G3873 | Budaun | Force 3350 | 05-11-16 | 124982 |
| 5 | ALS | UP41G3874 | Hardoi | Force 3350 | 05-11-16 | 277726 |
| 6 | ALS | UP41G3875 | Kheri | Force 3350 | 05-11-16 | 307022 |
| 7 | ALS | UP41G3876 | Lucknow | Force 3350 | 05-11-16 | 81608 |
| 8 | ALS | UP41G3877 | Pilibhit | Force 3350 | 05-11-16 | 141029 |
| 9 | ALS | UP41G3878 | Shahjahanpur | Force 3350 | 05-11-16 | 230671 |
| 10 | ALS | UP41G3879 | Sitapur | Force 3350 | 05-11-16 | 249087 |
| 11 | ALS | UP41G3880 | Unnao | Force 3350 | 05-11-16 | 110189 |
| 12 | ALS | UP41G3881 | Ambedkar Nagar | Force 3350 | 05-11-16 | 422119 |
| 13 | ALS | UP41G3882 | Gonda | Force 3350 | 05-11-16 | 248096 |
| 14 | ALS | UP41G3883 | Pratapgarh | Force 3350 | 05-11-16 | 300716 |
| 15 | ALS | UP41G3884 | Basti | Force 3350 | 05-11-16 | 365042 |
| 16 | ALS | UP41G3885 | Deoria | Force 3350 | 05-11-16 | 126620 |
| 17 | ALS | UP41G3886 | Siddharth Nagar | Force 3350 | 05-11-16 | 245091 |
| 18 | ALS | UP41G3887 | Gonda | Force 3350 | 05-11-16 | 208589 |
| 19 | ALS | UP41G3888 | Gorakhpur | Force 3350 | 05-11-16 | 316440 |
| 20 | ALS | UP41G3889 | Kushinagar | Force 3350 | 05-11-16 | 259975 |
| 21 | ALS | UP41G3890 | Mahrajganj | Force 3350 | 05-11-16 | 211126 |
| 22 | ALS | UP41G3891 | Mau | Force 3350 | 05-11-16 | 115605 |
| 23 | ALS | UP41G3892 | Sant Kabir Nagar | Force 3350 | 05-11-16 | 137717 |
| 24 | ALS | UP41G3893 | Shrawasti | Force 3350 | 05-11-16 | 190962 |
| 25 | ALS | UP41G3894 | Ayodhya | Force 3350 | 05-11-16 | 335957 |
| 26 | ALS | UP41G3895 | Agra | Force 3350 | 05-11-16 | 211555 |
| 27 | ALS | UP41G3896 | Baghpat | Force 3350 | 05-11-16 | 190674 |
| 28 | ALS | UP41G3897 | Baghpat | Force 3350 | 05-11-16 | 127109 |
| 29 | ALS | UP41G3898 | Bijnor | Force 3350 | 05-11-16 | 189841 |
| 30 | ALS | UP41G3899 | Bulandshahar | Force 3350 | 05-11-16 | 238469 |
| 31 | ALS | UP41G3900 | Gautam Buddha Nagar | Force 3350 | 05-11-16 | 156712 |
| 32 | ALS | UP41G3901 | Hathras | Force 3350 | 05-11-16 | 107873 |
| 33 | ALS | UP41G3902 | Hapur | Force 3350 | 05-11-16 | 152638 |
| 34 | ALS | UP41G3903 | Hathras | Force 3350 | 08-11-16 | 93317 |
| 35 | ALS | UP41G3904 | Jotiba Phule Nagar | Force 3350 | 08-11-16 | 114037 |

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| Sr No | Category1 | Reg.No | District (As per Monthly Report) | Model | Date of Registration | Final ODO as on 31st Aug'20 |
|---|---|---|---|---|---|---|
| 36 | ALS | UP41G3905 | Mathura | Force 3350 | 08-11-16 | 125451 |
| 37 | ALS | UP41G3906 | Meerut | Force 3350 | 08-11-16 | 221251 |
| 38 | ALS | UP41G3907 | Moradabad | Force 3350 | 08-11-16 | 173432 |
| 39 | ALS | UP41G3908 | Rampur | Force 3350 | 08-11-16 | 128253 |
| 40 | ALS | UP41G3909 | Muzaffarnagar | Force 3350 | 08-11-16 | 219051 |
| 41 | ALS | UP41G3910 | Saharanpur | Force 3350 | 08-11-16 | 256673 |
| 42 | ALS | UP41G3911 | Sambhal | Force 3350 | 08-11-16 | 95986 |
| 43 | ALS | UP41G3912 | Sambhal | Force 3350 | 08-11-16 | 165159 |
| 44 | ALS | UP41G3913 | Prayagraj | Force 3350 | 08-11-16 | 227212 |
| 45 | ALS | UP41G3914 | Ballia | Force 3350 | 08-11-16 | 205357 |
| 46 | ALS | UP41G3915 | Kaushambi | Force 3350 | 08-11-16 | 153616 |
| 47 | ALS | UP41G3916 | Csjm Amethi | Force 3350 | 08-11-16 | 158014 |
| 48 | ALS | UP41G3917 | Ghazipur | Force 3350 | 08-11-16 | 224237 |
| 49 | ALS | UP41G3918 | Jaunpur | Force 3350 | 08-11-16 | 144921 |
| 50 | ALS | UP41G3919 | Mirzapur | Force 3350 | 19-11-16 | 112677 |
| 51 | ALS | UP41G3920 | Ayodhya | Force 3350 | 19-11-16 | 314197 |
| 52 | ALS | UP41G3921 | Rae Bareli | Force 3350 | 19-11-16 | 246255 |
| 53 | ALS | UP41G3922 | Sant Ravidas Nagar Bhadohi | Force 3350 | 19-11-16 | 137330 |
| 54 | ALS | UP41G3923 | Sonbhadra | Force 3350 | 19-11-16 | 281828 |
| 55 | ALS | UP41G3924 | Sultanpur | Force 3350 | 19-11-16 | 292636 |
| 56 | ALS | UP41G3925 | Varanasi | Force 3350 | 19-11-16 | 116366 |
| 57 | ALS | UP41G3926 | Auraiya | Force 3350 | 19-11-16 | 242515 |
| 58 | ALS | UP41G3927 | Banda | Force 3350 | 19-11-16 | 358752 |
| 59 | ALS | UP41G3928 | Chitrakoot | Force 3350 | 19-11-16 | 243572 |
| 60 | ALS | UP41G3929 | Etah | Force 3350 | 19-11-16 | 157026 |
| 61 | ALS | UP41G3930 | Etawah | Force 3350 | 19-11-16 | 112292 |
| 62 | ALS | UP41G3931 | Farrukhabad | Force 3350 | 19-11-16 | 272281 |
| 63 | ALS | UP41G3932 | Fatehpur | Force 3350 | 19-11-16 | 258844 |
| 64 | ALS | UP41G3933 | Firozabad | Force 3350 | 19-11-16 | 267368 |
| 65 | ALS | UP41G3934 | Hamirpur | Force 3350 | 19-11-16 | 280290 |
| 66 | ALS | UP41G3935 | Kanpur Nagar | Force 3350 | 19-11-16 | 124678 |
| 67 | ALS | UP41G3936 | Hamirpur | Force 3350 | 19-11-16 | 334552 |
| 68 | ALS | UP41G3937 | Kannauj | Force 3350 | 19-11-16 | 269447 |
| 69 | ALS | UP41G3938 | Kanpur Dehat | Force 3350 | 19-11-16 | 146618 |
| 70 | ALS | UP41G3940 | Jalaun | Force 3350 | 20-12-16 | 227639 |
| 71 | ALS | UP41G3941 | Kashiram Nagar Kasganj | Force 3350 | 20-12-16 | 144421 |
| 72 | ALS | UP41G3942 | Chandauli | Force 3350 | 20-12-16 | 51533 |
| 73 | ALS | UP41G3943 | Lalitpur | Force 3350 | 20-12-16 | 409983 |
| 74 | ALS | UP41G3944 | Mahoba | Force 3350 | 20-12-16 | 384977 |

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अपूर्ण यू0 निदेशक राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

| Sr No | Category1 | Reg.No | District (As per Monthly Report) | Model | Date of Registration | Final ODO as on 31st Aug'20 |
|---|---|---|---|---|---|---|
| 75 | ALS | UP41G3945 | Mainpuri | Force 3350 | 20-12-16 | 158557 |
| 76 | ALS | UP41G3946 | Bahraich | Force 3350 | 20-12-16 | 273968 |
| 77 | ALS | UP41G3947 | Pilibhit | Force 3350 | 20-12-16 | 118692 |
| 78 | ALS | UP41G3948 | Bareilly | Force 3350 | 20-12-16 | 172380 |
| 79 | ALS | UP41G3949 | Budaun | Force 3350 | 20-12-16 | 121862 |
| 80 | ALS | UP41G3950 | Balrampur | Force 3350 | 20-12-16 | 228299 |
| 81 | ALS | UP41G3951 | Kheri | Force 3350 | 20-12-16 | 308259 |
| 82 | ALS | UP41G3952 | Lucknow | Force 3350 | 20-12-16 | 105679 |
| 83 | ALS | UP41G3953 | Barabanki | Force 3350 | 20-12-16 | 121681 |
| 84 | ALS | UP41G3954 | Shahjahanpur | Force 3350 | 20-12-16 | 212117 |
| 85 | ALS | UP41G3955 | Sitapur | Force 3350 | 20-12-16 | 250721 |
| 86 | ALS | UP41G3956 | Unnao | Force 3350 | 20-12-16 | 86443 |
| 87 | ALS | UP41G3957 | Ambedkar Nagar | Force 3350 | 20-12-16 | 392006 |
| 88 | ALS | UP41G3958 | Azamgarh | Force 3350 | 20-12-16 | 182114 |
| 89 | ALS | UP41G3959 | Balrampur | Force 3350 | 20-12-16 | 175410 |
| 90 | ALS | UP41G3960 | Basti | Force 3350 | 20-12-16 | 174508 |
| 91 | ALS | UP41G3961 | Deoria | Force 3350 | 20-12-16 | 207966 |
| 92 | ALS | UP41G3962 | Hardoi | Force 3350 | 20-12-16 | 275255 |
| 93 | ALS | UP41G3963 | Azamgarh | Force 3350 | 20-12-16 | 161342 |
| 94 | ALS | UP41G3964 | Gorakhpur | Force 3350 | 20-12-16 | 289847 |
| 95 | ALS | UP41G3965 | Kushinagar | Force 3350 | 20-12-16 | 286541 |
| 96 | ALS | UP41G3966 | Mahrajganj | Force 3350 | 20-12-16 | 201820 |
| 97 | ALS | UP41G3967 | Mau | Force 3350 | 20-12-16 | 130821 |
| 98 | ALS | UP41G3969 | Sant Kabir Nagar | Force 3350 | 20-12-16 | 131780 |
| 99 | ALS | UP41G3970 | Shrawasti | Force 3350 | 20-12-16 | 193820 |
| 100 | ALS | UP41G3971 | Siddharth Nagar | Force 3350 | 20-12-16 | 228403 |
| 101 | ALS | UP41G3972 | Agra | Force 3350 | 20-12-16 | 209824 |
| 102 | ALS | UP41G3973 | Aligarh | Force 3350 | 20-12-16 | 195143 |
| 103 | ALS | UP41G3974 | Aligarh | Force 3350 | 20-12-16 | 168949 |
| 104 | ALS | UP41G3975 | Bijnor | Force 3350 | 20-12-16 | 155474 |
| 105 | ALS | UP41G3976 | Bulandshahar | Force 3350 | 20-12-16 | 249537 |
| 106 | ALS | UP41G3977 | Gautam Buddha Nagar | Force 3350 | 20-12-16 | 152712 |
| 107 | ALS | UP41G3978 | Ghaziabad | Force 3350 | 20-12-16 | 96829 |
| 108 | ALS | UP41G3979 | Muzaffarnagar | Force 3350 | 20-12-16 | 195001 |
| 109 | ALS | UP41G3980 | Ghaziabad | Force 3350 | 20-12-16 | 86420 |
| 110 | ALS | UP41G3981 | Jyotiba Phule Nagar | Force 3350 | 20-12-16 | 143339 |
| 111 | ALS | UP41G3982 | Mathura | Force 3350 | 20-12-16 | 164537 |
| 112 | ALS | UP41G3983 | Meerut | Force 3350 | 20-12-16 | 261306 |
| 113 | ALS | UP41G3984 | Moradabad | Force 3350 | 20-12-16 | 187195 |

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| Sr No | Category1 | Reg.No | District (As per Monthly Report) | Model | Date of Registration | Final ODO as on 31st Aug'20 |
|---|---|---|---|---|---|---|
| 114 | ALS | UP41G3985 | Hapur | Force 3350 | 20-12-16 | 118733 |
| 115 | ALS | UP41G3986 | Rampur | Force 3350 | 20-12-16 | 124325 |
| 116 | ALS | UP41G3987 | Saharanpur | Force 3350 | 20-12-16 | 169671 |
| 117 | ALS | UP41G3989 | Shamli | Force 3350 | 20-12-16 | 162517 |
| 118 | ALS | UP41G3990 | Shamli | Force 3350 | 20-12-16 | 162812 |
| 119 | ALS | UP41G3991 | Prayagraj | Force 3350 | 20-12-16 | 169289 |
| 120 | ALS | UP41G3992 | Ballia | Force 3350 | 20-12-16 | 254046 |
| 121 | ALS | UP41G3993 | Chandauli | Force 3350 | 20-12-16 | 97178 |
| 122 | ALS | UP41G3994 | Csjm Amethi | Force 3350 | 20-12-16 | 132426 |
| 123 | ALS | UP41G3995 | Ghazipur | Force 3350 | 20-12-16 | 180829 |
| 124 | ALS | UP41G3996 | Jaunpur | Force 3350 | 20-12-16 | 150930 |
| 125 | ALS | UP41G3997 | Mirzapur | Force 3350 | 20-12-16 | 97728 |
| 126 | ALS | UP41G3998 | Pratapgarh | Force 3350 | 20-12-16 | 126637 |
| 127 | ALS | UP41G3999 | Rae Bareli | Force 3350 | 20-12-16 | 204342 |
| 128 | ALS | UP41G4000 | Sant Ravidas Nagar Bhadohi | Force 3350 | 20-12-16 | 99007 |
| 129 | ALS | UP41G4001 | Sonbhadra | Force 3350 | 20-12-16 | 181986 |
| 130 | ALS | UP41G4002 | Sultanpur | Force 3350 | 20-12-16 | 359843 |
| 131 | ALS | UP41G4003 | Varanasi | Force 3350 | 20-12-16 | 179001 |
| 132 | ALS | UP41G4004 | Auraiya | Force 3350 | 20-12-16 | 249367 |
| 133 | ALS | UP41G4005 | Jalaun | Force 3350 | 20-12-16 | 262694 |
| 134 | ALS | UP41G4006 | Chitrakoot | Force 3350 | 20-12-16 | 199240 |
| 135 | ALS | UP41G4007 | Etah | Force 3350 | 20-12-16 | 171230 |
| 136 | ALS | UP41G4008 | Etawah | Force 3350 | 20-12-16 | 105456 |
| 137 | ALS | UP41G4009 | Farrukhabad | Force 3350 | 20-12-16 | 238867 |
| 138 | ALS | UP41G4010 | Fatehpur | Force 3350 | 20-12-16 | 129876 |
| 139 | ALS | UP41G4011 | Firozabad | Force 3350 | 20-12-16 | 230273 |
| 140 | ALS | UP41G4012 | Jhansi | Force 3350 | 20-12-16 | 242774 |
| 141 | ALS | UP41G4013 | Banda | Force 3350 | 20-12-16 | 161219 |
| 142 | ALS | UP41G4014 | Jhansi | Force 3350 | 20-12-16 | 104848 |
| 143 | ALS | UP41G4015 | Kannauj | Force 3350 | 20-12-16 | 199714 |
| 144 | ALS | UP41G4016 | Kanpur Dehat | Force 3350 | 20-12-16 | 134643 |
| 145 | ALS | UP41G4017 | Kanpur Nagar | Force 3350 | 20-12-16 | 104457 |
| 146 | ALS | UP41G4018 | Kashiram Nagar Kasganj | Force 3350 | 20-12-16 | 136587 |
| 147 | ALS | UP41G4019 | Kaushambi | Force 3350 | 20-12-16 | 123954 |
| 148 | ALS | UP41G4020 | Lalitpur | Force 3350 | 20-12-16 | 315299 |
| 149 | ALS | UP41G4021 | Mahoba | Force 3350 | 20-12-16 | 340667 |
| 150 | ALS | UP41G4032 | Mainpuri | Force 3350 | 09-01-17 | 202826 |
| 151 | ALS | UP32BG8120 | Hardoi | Winger3488 | 27-07-18 | 131061 |
| 152 | ALS | UP32BG8121 | Auraiya | Winger3488 | 27-07-18 | 159571 |

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| Sr No | Category1 | Reg.No | District (As per Monthly Report) | Model | Date of Registration | Final ODO as on 31st Aug'20 |
|---|---|---|---|---|---|---|
| 153 | ALS | UP32BG8122 | Jalaun | Winger3488 | 27-07-18 | 180912 |
| 154 | ALS | UP32BG8123 | Basti | Winger3488 | 27-07-18 | 187883 |
| 155 | ALS | UP32BG8124 | Jhansi | Winger3488 | 27-07-18 | 97694 |
| 156 | ALS | UP32BG8125 | Ayodhya | Winger3488 | 27-07-18 | 169231 |
| 157 | ALS | UP32BG8126 | Baghpat | Winger3488 | 27-07-18 | 70257 |
| 158 | ALS | UP32BG8127 | Prayagraj | Winger3488 | 27-07-18 | 143378 |
| 159 | ALS | UP32BG8128 | Sitapur | Winger3488 | 27-07-18 | 117737 |
| 160 | ALS | UP32BG8129 | Banda | Winger3488 | 27-07-18 | 170460 |
| 161 | ALS | UP32BG8130 | Siddharth Nagar | Winger3488 | 27-07-18 | 101889 |
| 162 | ALS | UP32BG8131 | Rae Bareli | Winger3488 | 27-07-18 | 125568 |
| 163 | ALS | UP32BG8132 | Aligarh | Winger3488 | 27-07-18 | 97576 |
| 164 | ALS | UP32BG8133 | Sultanpur | Winger3488 | 27-07-18 | 192275 |
| 165 | ALS | UP32BG8134 | Ambedkar Nagar | Winger3488 | 27-07-18 | 203441 |
| 166 | ALS | UP32BG8135 | Sonbhadra | Winger3488 | 27-07-18 | 76197 |
| 167 | ALS | UP32BG8136 | Kheri | Winger3488 | 27-07-18 | 168391 |
| 168 | ALS | UP32BG8137 | Ballia | Winger3488 | 27-07-18 | 101817 |
| 169 | ALS | UP32BG8138 | Firozabad | Winger3488 | 27-07-18 | 123382 |
| 170 | ALS | UP32BG8139 | Gorakhpur | Winger3488 | 27-07-18 | 136253 |
| 171 | ALS | UP32BG8140 | Hamirpur | Winger3488 | 27-07-18 | 139942 |
| 172 | ALS | UP32BG8141 | Sonbhadra | Winger3488 | 27-07-18 | 113399 |
| 173 | ALS | UP32BG8142 | Lucknow | Winger3488 | 27-07-18 | 60847 |
| 174 | ALS | UP32BG8143 | Sultanpur | Winger3488 | 27-07-18 | 180112 |
| 175 | ALS | UP32BG8144 | Mahoba | Winger3488 | 27-07-18 | 162762 |
| 176 | ALS | UP32BG8145 | Mainpuri | Winger3488 | 27-07-18 | 114840 |
| 177 | ALS | UP32BG8146 | Csjm Amethi | Winger3488 | 27-07-18 | 76563 |
| 178 | ALS | UP32BG8147 | Bijnor | Winger3488 | 27-07-18 | 100409 |
| 179 | ALS | UP32BG8148 | Budaun | Winger3488 | 27-07-18 | 60367 |
| 180 | ALS | UP32BG8149 | Chitrakoot | Winger3488 | 27-07-18 | 131115 |
| 181 | ALS | UP32BG8150 | Chandauli | Winger3488 | 27-07-18 | 37147 |
| 182 | ALS | UP32BG8151 | Kanpur Dehat | Winger3488 | 27-07-18 | 99424 |
| 183 | ALS | UP32BG8152 | Gorakhpur | Winger3488 | 27-07-18 | 146796 |
| 184 | ALS | UP32BG8153 | Lucknow | Winger3488 | 27-07-18 | 59022 |
| 185 | ALS | UP32BG8154 | Firozabad | Winger3488 | 27-07-18 | 146208 |
| 186 | ALS | UP32BG8155 | Etawah | Winger3488 | 27-07-18 | 102335 |
| 187 | ALS | UP32BG8156 | Gautam Buddha Nagar | Winger3488 | 27-07-18 | 95977 |
| 188 | ALS | UP32BG8157 | Mau | Winger3488 | 27-07-18 | 90802 |
| 189 | ALS | UP32BG8158 | Saharanpur | Winger3488 | 27-07-18 | 137700 |
| 190 | ALS | UP32BG8159 | Hamirpur | Winger3488 | 27-07-18 | 136888 |
| 191 | ALS | UP32BG8160 | Kanpur Nagar | Winger3488 | 27-07-18 | 86890 |

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|---|---|---|---|---|---|---|
| 192 | ALS | UP32BG8161 | Hathras | Winger3488 | 27-07-18 | 65895 |
| 193 | ALS | UP32BG8162 | Ballia | Winger3488 | 27-07-18 | 128380 |
| 194 | ALS | UP32BG8163 | Siddharth Nagar | Winger3488 | 27-07-18 | 136896 |
| 195 | ALS | UP32BG8164 | Bulandshahar | Winger3488 | 27-07-18 | 130625 |
| 196 | ALS | UP32BG8165 | Jhansi | Winger3488 | 27-07-18 | 121779 |
| 197 | ALS | UP32BG8166 | Mainpuri | Winger3488 | 27-07-18 | 82098 |
| 198 | ALS | UP32BG8167 | Ghaziabad | Winger3488 | 27-07-18 | 53571 |
| 199 | ALS | UP32BG8168 | Kushinagar | Winger3488 | 27-07-18 | 119750 |
| 200 | ALS | UP32BG8169 | Muzaffarnagar | Winger3488 | 27-07-18 | 123902 |
| 201 | ALS | UP32BG8170 | Barabanki | Winger3488 | 27-07-18 | 45011 |
| 202 | ALS | UP32BG8171 | Bahraich | Winger3488 | 27-07-18 | 125405 |
| 203 | ALS | UP32BG8172 | Ghazipur | Winger3488 | 27-07-18 | 104820 |
| 204 | ALS | UP32BG8173 | Unnao | Winger3488 | 27-07-18 | 51468 |
| 205 | ALS | UP32BG8174 | Mahrajganj | Winger3488 | 27-07-18 | 74975 |
| 206 | ALS | UP32BG8175 | Etah | Winger3488 | 27-07-18 | 78856 |
| 207 | ALS | UP32BG8176 | Ayodhya | Winger3488 | 27-07-18 | 148523 |
| 208 | ALS | UP32BG8177 | Bahraich | Winger3488 | 27-07-18 | 187406 |
| 209 | ALS | UP32BG8178 | Mahrajganj | Winger3488 | 27-07-18 | 107046 |
| 210 | ALS | UP32BG8179 | Mathura | Winger3488 | 27-07-18 | 95148 |
| 211 | ALS | UP32BG8180 | Meerut | Winger3488 | 27-07-18 | 116718 |
| 212 | ALS | UP32BG8181 | Ambedkar Nagar | Winger3488 | 27-07-18 | 185001 |
| 213 | ALS | UP32BG8182 | Shrawasti | Winger3488 | 27-07-18 | 118946 |
| 214 | ALS | UP32BG8183 | Ghaziabad | Winger3488 | 27-07-18 | 48965 |
| 215 | ALS | UP32BG8184 | Bulandshahar | Winger3488 | 27-07-18 | 129381 |
| 216 | ALS | UP32BG8185 | Meerut | Winger3488 | 27-07-18 | 167492 |
| 217 | ALS | UP32BG8186 | Deoria | Winger3488 | 27-07-18 | 99174 |
| 218 | ALS | UP32BG8187 | Lalitpur | Winger3488 | 27-07-18 | 171974 |
| 219 | ALS | UP32BG8188 | Sant Ravidas Nagar Bhadohi | Winger3488 | 27-07-18 | 67856 |
| 220 | ALS | UP32BG8189 | Kannauj | Winger3488 | 27-07-18 | 140521 |
| 221 | ALS | UP32BG8190 | Kaushambi | Winger3488 | 27-07-18 | 61504 |
| 222 | ALS | UP32BG8191 | Mahoba | Winger3488 | 27-07-18 | 152481 |
| 223 | ALS | UP32BG8192 | Rae Bareli | Winger3488 | 27-07-18 | 101945 |
| 224 | ALS | UP32BG8193 | Sant Kabir Nagar | Winger3488 | 27-07-18 | 78087 |
| 225 | ALS | UP32BG8194 | Mirzapur | Winger3488 | 27-07-18 | 58119 |
| 226 | ALS | UP32BG8195 | Farrukhabad | Winger3488 | 27-07-18 | 131605 |
| 227 | ALS | UP32BG8196 | Moradabad | Winger3488 | 27-07-18 | 75189 |
| 228 | ALS | UP32BG8197 | Kushinagar | Winger3488 | 27-07-18 | 66447 |
| 229 | ALS | UP32BG8198 | Fatehpur | Winger3488 | 27-07-18 | 99752 |
| 230 | ALS | UP32BG8199 | Barabanki | Winger3488 | 27-07-18 | 57480 |

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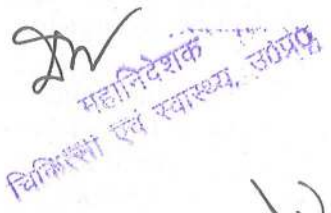
|---|---|---|---|---|---|---|
| 231 | ALS | UP32BG8200 | Auraiya | Winger3488 | 27-07-18 | 165814 |
| 232 | ALS | UP32BG8202 | Pratapgarh | Winger3488 | 27-07-18 | 100133 |
| 233 | ALS | UP32BG8203 | Shahjahanpur | Winger3488 | 27-07-18 | 139706 |
| 234 | ALS | UP32BG8204 | Sitapur | Winger3488 | 27-07-18 | 92916 |
| 235 | ALS | UP32BG8205 | Pratapgarh | Winger3488 | 27-07-18 | 115653 |
| 236 | ALS | UP32BG8206 | Deoria | Winger3488 | 27-07-18 | 120699 |
| 237 | ALS | UP32BG8207 | Sant Kabir Nagar | Winger3488 | 27-07-18 | 69711 |
| 238 | ALS | UP32BG8208 | Etawah | Winger3488 | 27-07-18 | 81363 |
| 239 | ALS | UP32BG8209 | Basti | Winger3488 | 27-07-18 | 169840 |
| 240 | ALS | UP32BG8210 | Kashiram Nagar Kasganj | Winger3488 | 27-07-18 | 78117 |
| 241 | ALS | UP32BG8211 | Gonda | Winger3488 | 27-07-18 | 111400 |
| 242 | ALS | UP32BG8212 | Etah | Winger3488 | 27-07-18 | 110815 |
| 243 | ALS | UP32BG8213 | Jalaun | Winger3488 | 27-07-18 | 187090 |
| 244 | ALS | UP32BG8214 | Kheri | Winger3488 | 27-07-18 | 177072 |
| 245 | ALS | UP32BG8215 | Hardoi | Winger3488 | 27-07-18 | 131328 |
| 246 | ALS | UP32BG8216 | Jaunpur | Winger3488 | 27-07-18 | 57980 |
| 247 | ALS | UP32BG8217 | Unnao | Winger3488 | 27-07-18 | 80036 |
| 248 | ALS | UP32BG8218 | Ghaziabad | Winger3488 | 27-07-18 | 56084 |
| 249 | ALS | UP32BG8219 | Lalitpur | Winger3488 | 27-07-18 | 201435 |
| 250 | ALS | UP32BG8220 | Kannauj | Winger3488 | 27-07-18 | 93774 |











# 3
# Schedule 3: Performance Standards and Operating Protocols

## 3.1 Performance Standards for ALS Ambulances

The Service Provider shall meet following performance standards for the ALS Ambulance operations:

## 3.2 Response Time Standards

a. The ALS Ambulance should reach the site of emergency within the following prescribed time ("**Response Time**" standard).

(i) Response Time for urban areas should be **maximum of 30 minutes**

(ii) Response Time for rural areas should be **maximum of 45 minutes**

The Service Provider acknowledges and accepts that Response Time for ALS Ambulance Services and ALS Ambulances is the essence of this Service Agreement.

b. For the purpose of this Agreement, Response Time is defined as 300 seconds from call received OR call end time, whichever is earlier.

c. The Response Time calculations shall be calculated from the time an ambulance is assigned as defined in (3.2.c.1) below till the time Service Provider's ALS Ambulance arrives on scene as defined in (3.2.c.2) below or is cancelled by the ARC.

(i) Intentionally Left Blank.
(ii) Time of Arrival on Scene - shall mean the time at which a GPS software based data/ ALS Ambulance personnel (the driver) notifies the ARC that the ALS Ambulance has reached the nearest public access point to the patient.
(iii) In case of multiple responses i.e. more than one vehicle arriving at the scene, the response time shall be recorded for the first vehicle to arrive at the scene.
(iv) Response time standards may be suspended in case of a multi casualty incident or disaster in the District in case the Authority or the Chief Medical Officer of the concerned District on the vehicles to provide aid.

d. For the purpose of this Agreement, Emergency Calls is defined as all calls for providing ALS Ambulance requiring the response as per the Standard Operating Protocols for ARC approved by the Authority. It shall exclude all hoax calls, repeat call, crank calls, calls without address of patient and it shall include other emergency calls like police & fire calls.

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e. It is clarified that non-response to hoax calls, repeat calls, crank calls or calls that did not provide an address for the Patient will not be taken into account while determining adherence to Response Time standards by the Service Provider. Response Time standards shall apply to all emergency. ALS Ambulance requests requiring a response as determined by the ALS Response Centre (ARC) using call screening and dispatch protocols approved by the Authority and only such calls shall be used for the purposes of determining adherence to response time standards.

### 3.3 Default in ALS Ambulance Performance Standard

a. Response Time Default

It is defined as the Failure of ALS Ambulances to meet the agreed standard, as given in Clause 3.2 of this Schedule 3, in reaching the patient.

b. Intentionally Left Blank.

c. Random checks

Based on random checks made by the Authority or its Representative if it is ascertained that a Non- Response Default as defined in the Draft Agreement has occurred penal action shall be taken. Each instance of a failed response (Non Response Default) shall be evaluated by the Authority to determine the threat to the public health and safety and the need to initiate the provisions of compensation or a breach of contract in accordance with the Agreement.

d. Tolerance for Defaults

In case the Service Provider is unable to meet the Performance Standards for ALS Ambulance Services as prescribed in this Schedule 3, it shall be liable to pay Damages as provided in Schedule 5 of this Service Agreement.

### 3.4 Guidelines for preparation of the Standard Operating Procedures and Standard Ambulance Operating Protocol

a. Standard Operating Procedures

1) The Service Provider shall be required to formulate the required Standard Operating Procedures (SOP) and acquire the approval of the Authority thereon on or before Partial Commencement Date or Commencement Date as the case maybe. For this purpose, it is further clarified that the Service Provider shall promptly incorporate any observation that the Authority may



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provide on the SOP to achieve finalisation of the same... The Guiding Principles for the Standard Operating Procedures to be developed by the Service Provider are:

i. Purpose and Scope
ii. ARC, call handling and dispatch protocols
iii. Operation Systems, Structures and Protocols for ALS Ambulances (including response protocols, vehicle maintenance, vehicle breakdown management, vehicle accident management, vehicle distribution, communication protocols)
iv. Operational protocols for special circumstances (natural calamities, mass casualty events (both man-made and natural), unattended death, transportation of minors, transportation of obstetric cases, paediatric patients, neonates, crime scene operations, fire & accidents relating to hazardous material). The Authority will assist in the development of the operational protocols for such special circumstances.
v. Reporting structures and formats – overall documentation for reports to be provided by Service Provider to the Authority.
vi. Health and safety protocols for personnel
vii. Job description, roles and responsibilities of each level of personnel in entire operations and clearly defined escalation matrix of at least three levels
viii. Training, refresher course and orientation protocols for all levels of personnel (including staff replacement protocols)
ix. Overall administrative policies
x. Inter-facility transfer protocols
xi. Real time medical direction from doctor at ARC - guidance protocols
xii. Do Not Resuscitate Policy
xiii. The Service Provider will station the ALS Ambulances based on the identification of the critical Emergency Points/ Area and District Mapping

2) The Standard Operating Procedure shall be developed by the Service Provider and approved by the Authority before the operations of the ALS Ambulances commence. The Service Provider shall be required to formulate the required Standard Operating Procedures (SOP) and acquire the approval of the Authority thereon on or before Partial Commencement Date or Commencement Date as the case maybe. For this purpose, it is further clarified that the Service Provider shall promptly incorporate any observation that the Authority may provide on the SOP to achieve finalisation of the same.

3) The Service Provider may amend SOP from time to time subject to the approval of the Authority.

b. Standard Ambulance Operating Protocol

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1) The Service Provider shall be required to formulate the required Standard Ambulance Operating Protocol (SAOP) that will provide the guidelines and framework in accordance with which each Ambulance will operate and acquire the approval of the Authority thereon on or before Partial Commencement Date or Commencement Date as the case maybe. For this purpose, it is further clarified that the Service Provider shall promptly incorporate any observation that the Authority may provide on the SAOP to achieve finalisation of the same..

2) The Guiding Principles for the Standard Ambulance Operating Protocol to be developed by the Service Provider are:

   i. The Service Provider can collect/pick up patients only within the State of Uttar Pradesh only.
   ii. Hospital to home transfers are considered out of the scope of services that the Service Provider can provide.
   iii. Hospital to hospital transfers can only be undertaken if written evidence of referral from on duty doctor at the CHC or Government Hospital exists.
   iv. The ARC cannot refuse to send an ALS Ambulance for either a real or perceived emergency.

3) The Standard Ambulance Operating Protocol shall be developed by the Service Provider and approved by the Authority before the operations of the ALS Ambulances commence. The Authority shall review and communicate its approval or need for changes within a period of fifteen days from the date of submission of the draft Standard Ambulance Operating Protocol by the Service Provider and in the event no response indicating either the approval or need for specific amendments is received by the Service Provider, then the Authority shall be deemed to have approved the draft Standard Ambulance Operating Protocol submitted by the Service Provider. The Standard Ambulance Operating Protocol may be reviewed and revised at periodic intervals as the project is implemented.

4) The Authority shall have the right to, from time to time, notify a specific change(s) to the Standard Ambulance Operating Protocol and the Service Provider shall be bound to implement such change from the date of its communication by the Authority to the Service Provider.

5) It is clarified that failure to adhere to Standard Operating Procedure or Standard Ambulance Operating Protocol will not by itself, be considered as an Event of Default until such failure is of the nature specified in Clause 15.2 of the Agreement.

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### 3.5 Performance Standards for the ALS Response Centre

a. The Service Provider shall meet following performance standards for the ARC operations:

1) From the time of receipt of call at the ARC, the ALS Ambulance must be dispatched in 300 seconds from call received OR call end time, whichever is earlier.

2) The Service Provider should ensure that the ARC should have 4 ARC Executives and 1 Physician. The Service Provider shall ensure their shift wise availability 24*7..

b. In case the Service Provider is unable to meet the Performance Standards for ARC as prescribed in this Schedule 3, it will be liable to pay Damages as provided in Schedule 5 of this Agreement.

## Schedule 3.5.a - Standard Operating Protocol

The Standard Operating Protocol as finalised by the Service Provider, including any amendments thereof, and approved by the Authority or any other directions of the Authority, shall deemed to constitute this Schedule 3.5.a.

## Schedule 3.5.b - Standard Ambulance Operating Protocol

The Standard Ambulance Operating Protocol as finalised by the Service Provider, including any amendments thereof, and approved by the Authority or any other directions of the Authority, shall deemed to constitute this Schedule 3.5.b.

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# 4 Schedule 4: Reporting, Monitoring and Supervision

The Service Provider shall provide detailed operational, clinical and administrative data in a manner that facilitates its retrospective analysis. The Service Provider will have following

## 4.1 Reporting Obligations

a. The Service Provider should prepare and submit monthly and quarterly reports to the Authority, or any independent agency nominated by the Authority. Reporting formats have been provided in Schedule 7. However, the list is not exhaustive, and addition and modification of information required, and line items mentioned may be done from time-to-time at the discretion of the Authority.

b. The ARC will set up an online real-time MIS and provide online access to the Authority. The MIS will provide ALS Ambulance-wise real time data to the office of Authority as per this Agreement. The format of MIS and information requirement shall be decided with the Authority.

c. The Service Provider should capture all the information related to operations of ARC and ALS Ambulances in a centralised database through appropriate application software(s). This would enable periodic (daily, weekly, monthly etc.) reporting of performance and operations. The Service Provider has to share the information in electronic format with the Authority.

d. The Service Provider has to collect feedback from the beneficiary on various aspects of services provided after he/she has been stabilized.

e. The Service Provider will also be subject to community monitoring and feedback through IVRS based mechanism and this will be a key component of performance evaluation of the Service Provider. Feedback shall be taken for minimum 50% of the total served jobs. In case of the shortfall in feedback of less than 50%, Damages shall be levied in proportion to the shortfall.

   For Illustration: In case, Service Provider has taken only 38% of feedback against 50% of the total served jobs, then the Authority shall levy Damages equivalent to 0.12% of the Monthly Fee as per prevailing rate as calculated per following formula: 50-38 = 12 thus 0.12%.

f. The records of the Service Provider shall be subject to inspection by the Authority or any independent agency appointed by the Authority at any time during the term of Agreement.

## 4.2 Data and Reporting requirements

The Service Provider shall maintain proper records of operations including call timings of calls received from ARC, Employee Logs, GPS and Smart Phone Tracking Data, Terminal Access Log, Breakdown/Maintenance/Out of Service Schedule, inventory of medical consumables, medicines consumed, and any other relevant data, and present it to the

Authority or any independent agency nominated by the Authority from time-to-time at the discretion of the Authority.

a. The Service Provider shall maintain clinical records of patients handled or transported by ALS Ambulance including Patient Care Reports, ALS Ambulance call timings of call received from ARC, Maintenance logs and all other relevant data, and present it to the Authority or any independent agency nominated by the Authority from time-to-time at its discretion.

1) Essential Patient Care Record (PCR) and Assignment Data

i. Service Provider shall utilize an electronic patient care record system (ePCR) approved by the Authority for patient documentation on all EMS system responses including patient contacts, cancelled calls, and non-transports. The PCR shall be accurately completed to include all information required by the Authority, and information such as Drugs-being administered to each patient, equipment used for each patient care etc., will be distributed according to established Authority Policies and Procedures. Critical information shall be uploaded in the ePCR system in brief i.e. maximum 10 points; remaining shall be filled in hard copy and uploaded. The Service Provider shall ensure that patient care should not be affected due to filling of data etc. The Service Provider will leave a copy of the PCR (electronic or printed) at the receiving hospital upon delivery of each patient. Service provider shall make the ePRC accessible by the authority and ARC on real time basis.

ii. Within 24 hours, Service Provider shall provide access to records in computer readable format and suitable for statistical analysis for all categories of ALS Ambulance responses. Records shall contain all information documented on the PCR for all EMS system responses including patient contacts, cancelled calls, non-transports.

iii. The Service Provider will identify files or PCRs for trauma transports (patients meeting trauma triage criteria). The Service Provider shall be required to provide other data points which may be reasonably requested, including any needed modifications to support EMS system data collection.

2) Monthly Reports Required

i. Service Provider shall provide, within 10 business days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and financial performance stipulated herein. The Service Provider will document and report to the Authority in writing in a form required by the Authority. Response time compliance and customer complaints/resolutions shall be reported monthly. The Monthly Reports shall include, at a minimum:

I. Response & Reach Time Compliance

- Intentionally Left Blank.
- Summary of Cancelled transports / interrupted calls due to vehicle/equipment failures
- Non Response Defaults
- Exception reports and
- Summary of interrupted calls due to vehicle/equipment failures

II. Patient Care Reports/ Clinical Reports

- Continuing compliance reports
- Summary of clinical/service inquiries and resolutions

III. Operational

- A list of each and every call received from ARC, sorted by Emergency Response Zone where there was a failure to properly record all times necessary to determine the response time; and, for patients meeting trauma criteria (shall mean patient requiring ALS Ambulance), on-scene time and/or transport to hospital time.
- A list of mutual aid responses to and from system
- Inventory & usage of Medical/ non-medical consumable

IV. Maintenance reports

- List of Breakdown / Damages and reasons
- Repairs / Maintenance work undertaken
- Replacement done

V. Personnel Reports

Service Provider shall provide the Authority with a list of staff; EMT, Physicians, etc. currently employed by the Service Provider and shall update that list whenever there is a change. The personnel list shall include, at a minimum, the name, address, telephone number, practitioner's license (if any) and expiration date or EMT certification and expiration date, Driver's License number, qualification, date and type of last training done, of each person on the list.

VI. Any other reports and records as may be reasonably required by the as may be required by the Authority from time-to-time



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ii. Monitoring and Supervision

I. The Service Provider shall undertake periodic (at least once every calendar month) inspection of the project facilities especially the fully equipped ALS Ambulance (vehicles) to determine their condition including compliance or otherwise with the maintenance manual, the maintenance programme, specifications and standards and the maintenance required and shall submit reports of such inspection ("Maintenance Reports") to the Authority. The Authority or any independent agency designated by the Authority shall review the Maintenance Reports and also undertake a detailed inspection of the overall project at least once a quarter and prepare an 'Inspection Report' of such inspection. The report will be sent to the Authority (if undertaken by an independent agency) and the Service Provider. The Service Provider shall within 30 (thirty) days of the receipt of the Inspection Report remedy the defects and deficiencies, if any, set forth in such Inspection Report and submit its report in respect thereof to the independent agency and/or the Authority within the said 30 (thirty) days period. Where the remedying of such defects or deficiencies is likely to take more than 30 (thirty) days, the Service Provider shall undertake the improvements in accordance with such practice and submit progress reports of such improvements every fortnight.

II. Notwithstanding the above, the Authority may inspect the Project at any time for a review of the compliance by the Service Provider with its maintenance obligations under the Agreement.

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# 5 SCHEDULE 5: DAMAGES

## 5.1 Delays in Commencement of Operation

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## 5.2 Operation related Damages

The Service Provider shall be liable to pay Damages as follows on any of the following event of occurrence:

| S. No | Event | Damages |
|---|---|---|
| 1a | **Delay in response time: Delay in dispatch of ALS Ambulance**<br>In the event of delay in dispatch of ALS Ambulance, measured as time lag between receipt of emergency call at ALS Response Centre and dispatch of ALS Ambulance beyond the maximum permissible response time of 300 seconds from call received OR call end time, whichever is earlier. It will not be considered non-responsive if the ALS Ambulance is ]] in other cases or it is assigned by Government for other purposes and the same shall be recorded in writing by the Government authority assigning the task for the said other purposes. | For each instance of delay in Response Time through delay in dispatch of ALS Ambulance by the Service Provider, subject to tolerance of maximum 150 minutes per Ambulance per month, Damages equivalent to 10% of rate per KM per Ambulance for the distance travelled on the concerned trip by the Ambulance (10% (ten percent) multiplied by Rate quoted by Bidder multiplied by the distance travelled on the trip by the ambulance), will be applicable for every 5 (five) minutes of delay per Ambulance.<br><br>For Illustration –<br>Assuming there is a delay of 165 minutes by an Ambulance in a month. So 15 minutes is in excess of the tolerance limit. Assuming that the last delay of 15 minutes is on account of a single trip of total 21 Km. And assuming that the per Km rate being charged is INR 40.<br>Now given that delay is 15 minutes, the delay Damages will be 30% of Rs. 40 i.e. Rs.12 multiplied by 21 km i.e. damages of Rs 252 only. |
| 1b | **Delay in response time: Delay in Arrival of ALS Ambulance:** | For each instance of delay in Response Time through delay in Arrival of ALS Ambulance by the Service Provider (but not as a direct |



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| | | |
|---|---|---|
| | For each instance the ALS Ambulance needs to report to a site where it is normally not expected to be stationed, and the delay is beyond the maximum permissible response time (30 minutes for Urban areas and 45 minutes for rural areas) | consequence of delay in Dispatch of the ALS Ambulance), subject to tolerance of maximum 240 minutes per Ambulance per month, a Damages computed at the rate of Rs. 20 shall be deducted for delay of every 1 minute thereafter.<br><br>**Note:** The Authority shall at its cost is required to replace such ALS Ambulances which have completed its life expectancy or any other relevant parameter as per Condemnation Policy stipulated in Clause 7.1.13 of the Service Agreement and the Service Provider shall give 6 (six) months prior request for replacement to the Authority regarding the said ALS Ambulance. For avoidance of doubt, it is clarified that, till the time such ALS Ambulance are replaced by the Authority commencing from expiry of life expectancy, Key Performance Indicator for response time standard i.e. delay in arrival and delay in dispatch of ALS Ambulances shall be relaxed with tolerance level extended to twice the threshold applicable to ALS Ambulance operational during valid life expectancy. |
| 1c | For each instance of calls not attended by the Service Provider | An amount equal to Rs. 1000/- will be levied as Damages for each instance of non-response. However, if Service Provider calls back/ reverts in 90% or more such cases within 5 (five) minutes, no Damages shall be levied. |
| 2a | If, during ongoing supervision and monitoring, any of the following defaults/shortcomings are identified:<br>i. Even a single item of medicines/medical consumables/supplies is found to be unavailable / is of beyond expiry date in the Ambulance or is so reported by any user/ Patient<br>ii. Poor general cleanliness of Ambulance | Rs. 1,000 for each default. |

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| | | |
|---|---|---|
| | iii. Log book, stock register and vehicle maintenance record are not updated as prescribed by Authority | |
| 2b | If, during ongoing supervision and monitoring, any of the following **high severity** defaults/shortcomings are identified in any operational Ambulance:<br>i. Non-functioning of air-conditioning of Ambulance<br>ii. Non-functioning of any Advanced Life Support equipment in the Ambulance | Rs. 10,000 for each default. |
| 3 | Event of Smart Phone and GPS tampering or removal from any Ambulance. | In case it is determined that the Smart Phone and/or GPS tracker device fitted in any of the Ambulance has been tampered/ removed or made non-functional in any other way, then for each instance of tampering/ removal, the Service Provider shall be liable to pay Damages equivalent to INR 25,000/- for each such instance. In case GPS of any ALS Ambulance is not functional, that ALS Ambulance shall be considered as non-operational and off-road. |
| 4 | Feedback from user, based on the number of calls which have received a feedback rating above 3.<br>*Note: For the avoidance of doubt, the feedback evaluation and the subsequent levy of Damages shall take place only in respect of the calls in which the Feedback Call was completed and a feedback input was provided.* | Feedback shall be taken for minimum 50% of the total served jobs. In case of the shortfall in feedback of less than 50%, Damages shall be levied in proportion to the shortfall.<br>For Illustration: In case, Service Provider has taken only 38% of feedback against 50% of the total served jobs, then the Authority shall levy damages equivalent to 0.12% of the Monthly Fee as per prevailing rate as calculated per following formula: 50-38 = 12 thus 0.12% |

### 5.3 Calculation of Time Period for which a Fine is levied

The Damages applicable will be assessed for failure to meet the agreed Response Time Standards, in any Calendar month. The Calendar month shall be calculated commencing

from 00.00 hours of the first day to 24.00 hours of the last day of the relevant Calendar month.

### 5.4 Imposition of Damages Provisions

Imposition of the Damages pursuant to this Schedule shall be effective only from the Commencement Date.

### 5.5 Damages Disputes

Service Provider may appeal to the Authority, in writing within fifteen (15) working days of receipt of notification, for the imposition of any Damages or regarding the Authority's Damages calculations. In case of any disputes arising out of such appeals or due to such Damages, the dispute resolution procedure laid out in Service Agreement (Article 16) shall be adhered to.

### 5.6 Recovery of Damages

Any Damages payable under this Agreement shall be recovered through deductions from Monthly Payment payable by the Authority. In the event the Damages exceed Monthly Payment the same shall be recovered by the Authority from the encashment of the Performance Guarantee.

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# 6 SCHEDULE 6: LIST OF EQUIPMENT TO BE INSTALLED IN ALS AMBULANCE

## 6.1 Vehicle Equipment

The Vehicle equipment specifications are as follows:

| Item Name | Description and Quantity |
|---|---|
| ALS Ambulance Tracking System | The ALS Ambulance shall be installed with Smart Phone. Further, such Smart Phone shall have map interface at ARC, to ensure immediate geo-location of the ALS Ambulance.<br>The ALS Ambulance shall also have GPS tracker installed with map interface at ARC. The ALS Ambulance shall be tracked with Smart Phones and GPS tracker. In cases of inconsistency between the data extracted from GPS tracker and Smart Phone, the data extracted from GPS tracker shall be considered as accurate and shall be deemed conclusive for the purpose of this Agreement. |
| Warning Lights | Emergency warning beacon, visible 360 degrees as delivered along with Vehicle. |
| Audible Warning Devices | A siren, audible 500 feet to the front. |
| Maps | Street directories and road maps for primary and backup areas served. |
| Fire Extinguishers | Two adequately charged fire extinguisher, five pound $C0_2$ or dry powder, Underwriter's Laboratory approved. One of which shall be mounted in the patient compartment. |
| Hand lights | Two 6-volt hand lights. They should be of bulb type or LED type with rechargeable battery (of cell) of minimum 4.5 volts. |
| Chock Blocks | Two vehicle chock block. |
| Road reflectors | Six approved triangular reflectors, or equivalent. |
| Hazardous Material Guidebooks | • One Basic Life Support Guidelines book translated into Hindi;<br>• One National Institute of Occupational Health and safety (NIOSH) Pocket Guide to Chemical Hazards, current edition. |
| Triage Tags | Twenty Five triage tags of all type. |
| Protective Equipment | Personal protective equipment adequate to safeguard crew from anticipated exposures (latex gloves of various sizes, masks, gowns, surgical caps and eye shields) |
| Reflective Garment | One set reflective vest or reflective garment, or equivalent, per crew member |
| Protective Masks | Two respirators, conforming to OSHA Blood bore Pathogens. Standard 29 CFR 1910.1030(HEPA). |

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## 6.2 Emblems and Markings on ALS Ambulances

Following shall be followed for display or markings on any ALS Ambulance:

a. Color scheme shall be standard across all ALS Ambulances and approved by the Authority
b. Front: The word "AMBULANCE", minimum of 10 cm in height, shall be in mirror image (reverse reading) for mirror identification by drivers ahead.
c. The name of the licensee as stated on their provider's license shall be of lettering not less than 8 cm in height.
d. Rear: The word "AMBULANCE", not less than 15 cm in height
e. No advertisements can be displayed on the back of the ALS Ambulance (on the doors).
f. Any other emblems, markings, promotional health or other messages on the Ambulance as specified by the Authority should be displayed on the ALS Ambulance.
g. Applicable Laws with regard to Emblems and Markings shall be strictly adhered to by Service Provider (if any).

## 6.3 Essential Medical Equipment for ALS Ambulance

The quality standards of all the Medical Equipment listed below must be certified by Indian/ International recognised agency.

| S. No. | List of Medical Equipment |
|---|---|
| 1. | Automated External Defibrillator<br>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)<br>Blades of different sizes (0, 1, 2, 3, 4, 5) |
| 7. | Emergency Suction Systems<br>Suction Pump, foot operated<br>Silicon Tubing (two sets)<br>Collection Container (capacity of approximately 500 ml) |
| 8. | Nebulizer (electric) |

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| S. No. | List of Medical Equipment |
|---|---|
| 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<br>Collection bottle of approximately 300 ml capacity<br>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) |
| 23. | Bag & Mask Ventilation Device (Adult) |
| 24. | Portable Hand Held Glucometer |
| 25. | Blood pressure sphygmomanometer and cuff<br>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:<br>Hammer, four pound with 15 inch handle<br>One axe<br>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 |

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| S. No. | List of Medical Equipment |
|---|---|
| 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 |
| 32. | Pulse oximeter |

## 6.4 Consumable, Medical Consumables and Medicines

### a. 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:<br>Pneumatic splints set of six with carrying case<br>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 |

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| S. No. | Items |
|---|---|
| 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 |

**b. 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) |

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| S. No. | Items |
|---|---|
| 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) |
| 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 |

**c. List of Medicines**

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| 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. | Ondanseteron | 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 |

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| S. No. | Name of Medication | Form/Use |
|---|---|---|
| 26. | Noradrenaline | Injectable |
| 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 |

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All requirements given in this Schedule 6 is minimum and the Service Provider shall add any other item as may be required and in sufficient quantity of consumables and medical consumables so that there is no shortage at any time.

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## 6.5 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 सेवायें,
उ0प्र0, लखनऊ।

चिकित्सा अनुभाग-1 लखनऊः दिनांक 11 जुलाई, 2016

विषयः राष्ट्रीय स्वास्थ्य मिशन के अंतर्गत अनुमोदित ए0एल0एस0 एवं कार्डियक एम्बुलेंसों का क्रय जी0ओ0एस 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 ए0एल0एस0 एवं कार्डियक एम्बुलेंसों का क्रय जी0ओ0एस 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 ए0एल0एस0 एम्बुलेंस तथा 02 नग कार्डियक एम्बुलेंस अर्थात कुल 152 नग एम्बुलेंसों को डी0जी0एस0 एण्ड डी0 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 रू0 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 प्रेषितः-

1- मिशन निदेशक, एन0एच0एम0, उ0प्र0, लखनऊ।

1- यह शासनादेश इलेक्ट्रानिकली जारी किया गया है, अतः इस पर हस्ताक्षर की आवश्यकता नहीं है।
2- इस शासनादेश की प्रमाणिकता वेब साइट http://shasanadesh.up.nic.in से सत्यापित की जा सकती है।

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## 6.6 [Schedule Not in Use]

# 7 SCHEDULE 7: REPORTING FORMATS

The following reports shall be maintained monthly:

## 7.1 ALS Ambulance - Service Delivery

a. Beneficiary break up

i. Type of case and gender wise

| Area | Road accidents | Medical Emergencies | Hospital to hospital transfer | Total |
|---|---|---|---|---|
| | M / F/ T | M / F/ T | M / F/ T | M / F/ T |

(M/F/T - male/female/total)

ii. Age wise

| Area | 0-6 years | 6-18 years | 18-40 years | 40-60 years | Above 60 years | Total |
|---|---|---|---|---|---|---|
| | | | | | | |

b. No show / late show

| Area | Total instances of late response | No. of patients already transported | No. of patients expired | No. of instances of no response* |
|---|---|---|---|---|
| | | | | |

*Detailed report of each such case should be documented

c. First Aid

| No. of cases where first aid was provided | No. of cases where first aid was not provided | No. of cases where first aid was not required |
|---|---|---|
| | | |
| | | |

d. Area wise categorisation of road accidents, e.g. pedestrian, cyclist or cycle rickshaw, scooter/ motor cyclist, Motorist (car/SUV), Trucks, etc. (give numbers and percentage of total)

e. Area wise categorisation of medical emergencies (give numbers and percentage of total)

i. Cardiac arrest
ii. Critical cerebrovascular accident cases
iii. Critical airway obstruction

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iv. Neonatal resuscitation
v. Respiratory arrest
vi. Critical vehicular and other critical trauma cases
vii. Burn cases needing advanced care
viii. Obstetrical cases needing advanced care
ix. Other life threatening conditions

f. Average number of calls responded to by an ALS Ambulance in a day

g. Response Time

| Time range | Time taken to reach site of incident | Time taken from site of incident to hospital |
|---|---|---|
| Within 30 minutes in Urban Area | | |
| –After 30 minutes in Urban Area | | |
| Within 45 minutes in Rural Area | | |
| After 45 minutes in Rural Area | | |
| Could not respond* | | |

* Detailed report for each such case to be documented

h. Reporting on Response Times

Service Provider shall document all times necessary to determine total Ambulance response time, including but not limited to time call received by Service Provider; time location verified; time Ambulance crew assigned; time en route to scene; if cancelled en route, time cancelled prior to arrival on scene; arrival at scene time; time en route to hospital; and arrival at hospital time.

## 7.2 Response Time Performance Report

a. Within five (5) working days following the end of each month, Service Provider shall document and report response time performance to the Government.
b. Service Provider shall use response time data in an on-going manner to evaluate Service Provider's performance and compliance with response time standards in an effort to continually improve its response time performance levels.
c. Service Provider shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis. If elimination of any causes of failure or improvement in performance standards requires changes in the SOPs, the Service Provider will modify the SOP and get it approved from the government.
d. It is Service Provider's responsibility to apply to DOHFW for an exception to a required response time.

ZIQITZA HEALTHCARE LIMITED MUMBAI
Med Care 365 Medical Services Private Limited
Authorised Signatory
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## 7.3 ALS Ambulance – Operations

a. Staffing (for period x to y)

| Staff designation | No. of sanctioned posts | No. of posts in position | Vacant posts |
|---|---|---|---|
| | | | |
| | | | |

b. Condition of vehicles

| Total no. of vehicles | No. of vehicles on road | No. of vehicles off road (due to breakdown or servicing or equipment maintenance) |
|---|---|---|
| | | |
| | | |

c. Record of working / non-working equipment in each type of ALS Ambulance
d. Record of medicines / disposables available in each type of ALS Ambulance
e. Training – report of refresher training calendar for each staff

Note: The Documents required as evidence shall be mutually decided between Authority and Bidder at the time of preparation of SOP.

ZIQITZA HEALTHCARE LIMITED

Med Care 365 Medical Services Private Limited

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## 8 SCHEDULE 8: FORMAT OF THE BANK GUARANTEE

The format is to be used by the Service Provider to prepare and submit the Bank Guarantee as Performance Security at the time of signing of Agreement.

**(To be issued by any Nationalized Bank or Indian Scheduled Commercial Bank, per provisions of Article 9 of the Service Agreement)**

a. In consideration of the Mission Director, National Health Mission, Uttar Pradesh and Directorate of Medical & Health Services (hereinafter called Authority, which expression shall include any entity which Authority may designate for the purpose) having agreed, interalia, to consider the bid of .....(hereinafter referred to the "Service Provider" which expression shall include their respective successors and assigns) furnished in accordance with the terms of the Request for Proposal/s (hereinafter called the "Agreement") in lieu of the Service Provider being required to make a cash deposit, we .....[name of the Bank and address of the issuing branch], hereinafter called the "Bank" which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Service Provider hereby unconditionally and irrevocably undertake to pay as primary obligor and not as surety only to Authority without protest or demand and without any proof or condition the sum of Rs. ..... (in words)

b. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forthwith (and in any event within five days) the amounts due and payable under this Guarantee without any delay or demur merely on a written demand from the Authority stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the Agreement. Any such demand made on the Bank by the Authority shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank's liability under 'this Guarantee shall be restricted to an amount not exceeding Rs ..... (in words).

c. We, the Bank unconditionally undertake to pay to the Authority any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Service Provider or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Service Provider or any other party to the Bank not to pay or for any cause to withhold or defer payment to the Authority under this Guarantee. The Bank's liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank's liability for payment hereunder and the Service Provider shall have no claim against the Bank for making such payment.

d. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect till [XXX] (i.e till the end of 6 months from the date of expiry of the term of the Service Agreement). Unless a demand or claim under this Guarantee is made on the Bank by the Authority in writing on or before the said End Date the Bank shall be discharged from all liability under this Guarantee thereafter.

Authorised Signatory



अपर्णा यू०
मिशन निदेशक
राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

e. We, the Bank further agree with the Authority that the Authority shall have the fullest liberty without the Bank's consent and without affecting in any manner the Bank's obligation hereunder to vary any of the terms and conditions of the Agreement or to extend or postpone the time of performance by the Service Provider or any other party from time to time or postpone for any time or from time or postpone for any time or from time to time any of the powers exercisable by the Authority against the Service Provider or any of them and to enforce or to forbear from enforcing any of the terms and conditions relating to the Agreement and the Bank shall not be relieved from its liability by reason or any forbearance act or omission on the part of the Authority, or any indulgence given by the Authority to the Service Provider or any other party or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.

f. To give full effect to the obligations herein contained, the Authority shall be entitled to act against the Bank as primary obligor in respect of all claims subject of this Guarantee and it shall not be necessary for the Authority to proceed against the Service Provider or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall be enforceable against the Bank as principal obligor.

g. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or insolvency of any individual member of the Service Provider or any other party or any change in the legal constitution or insolvency of the Service Provider or any other party or any change in the legal constitution of the Bank.

h. We, the bank lastly undertakes not to revoke this Guarantee during its currency except with the previous consent of the Authority writing.

Notwithstanding anything contained herein.

- Our liability under the Bank Guarantee shall not exceed Rs ..... (in words)
- The Bank Guarantee shall be valid up to [date], 20__.*
- Unless acclaimed or a demand in writing is made upon us on or before _____, all our liability under this guarantee shall cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HANDS HERETO ON THE DAY, MONTH AND YEAR MENTIONED HEREUNDER.

Signed and Delivered
On behalf of .....(Bank name) (Signature)
(Date)

by the hand of Mr .....
(name of authorised signatory)

**Designation**

Med Care 365 Medical Services Private Limited
Authorised Signatory

ZIQITZA HEALTHCARE LIMITED MUMBAI

Address of the controlling office of the issuing branch with phone number and fax number to be provided.

Note 1: Authenticated copy of Letter of Intent authorising the signatory of this guarantee to execute the same to be enclosed herewith).
Note 2: Please fill up the date six months after the expiry of the Agreement Period.









## 9 SCHEDULE 9: LIST OF UP DISTRICTS WITHIN 200 KM 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. Bijor
12. Shamil
13. Saharanpur
14. Moradabad
15. JP Nagar
16. Hathras
17. Sambola
18. Amroha

Zoniza Healthcare Limited Mumbai

Med Care 365 Medical Services Private Limited
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## 10 SCHEDULE 10: SPECIFICATIONS OF SMART PHONE, APN SIM & GPS

### Part I

### Specifications of Smart Phone and APN Sim Requirements

**Smart Phone Specifications**

Ram: 4 GB
Space: 32 GB/ 64 GB
Screen Size: 6 inch+ Display: HD Touch Screen Display
Battery Capacity: More than 4000 mAH
OS: Android 10 (or latest)
Accessories (To be bought separately):
• Military Grade Phone Cover
• Car Charger (Fast Charging)/ Power Bank (Fast Charging)

* APN: An Access Point Name (APN) is the name of a gateway between a GSM, GPRS, 3G or 4G mobile network and another computer network. A mobile device making a data connection must be configured with an APN to present to the carrier. The carrier will then examine this identifier to determine what type of network connection should be created, for example: which IP addresses should be assigned to the wireless device, which security methods should be used, and how or if, it should be connected to some private customer network.

## Part II

## Specifications of GPS

- Horizontal Point Accuracy: Max. 2 meters
- Data Backup for GPRS Dark Zones (Minimum): 20000
- Ingress Protection Rating of Enclosure (IP): 65 (minimum)
- Battery Backup (minimum): 10 hours
- Hot Start Time: Less than 1 sec
    - Availability of Data Backup for 365 days: Yes
    - uptime of Server to be more than 90%: Yes
    - Tamperproof Device: Yes • Device Tampering Alarm: Yes
    - Dual Sim Slot: Yes
    - Built-in storage to store the data for minimum 1 day if the device is out of network: Yes
    - The device should be compatible with APN SIMs.
    - Intentionally Left Blank.
    - Intentionally Left Blank.

ZIQITZA HEALTHCARE LIMITED MUMBAI

Authorised Signatory

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## Minutes of CMC Meeting for Tender for Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh.

The 04 eBids received for the ALS tender were technically evaluated as per the provisions given in the eRFP document. Based on the Final Technical Evaluation report submitted by M/s EYLLP the two Bidders M/s Ziqitza Health Care Limited (ZHL) and M/s Kria Healthcare Private Limited were found to be responsive and technically qualified and as per approval received from Addl. Chief Secretary, Medical Health & Family Welfare GoUP the Financial Bids of the two technically qualified bidders was opened before the CMC meeting under the chairmanship of Mission Director, National Health Mission, U.P on 21st May 2021 at 1.00 pm and the following members participated in person:

1. Mr. M K Singh, Finance Controller, SPMU- NHM-UP
2. Mr. Rajneesh Pandey, Executive Engineer, Civil, DG-FW
3. Mr. Vivek Kumar Dvivedi, GM (Proc), SPMU-NHM-UP
4. Mr. Narendra Prasad, Manager, Finance, SPMU, NHM-UP
5. Dr. Monica Tripathi, DGM-EMTS, SPMU-NHM-UP

The following members of CMC participated virtually (through Zoom):

6. Mr. DK Singh, Addl. Director (Electrical), DG-MH
7. Mr. Parag V. Pandey, GM (EMTS), SPMU-NHM-UP
8. Ms. Shaheen Khan, DGM (Proc), SPMU-NHM-UP.

The following members of E&Y participated virtually (through Zoom):

1. Mr. Kaushik Sen, Senior Manager, EYLLP
2. Mr. Nishant Mishra, Senior Manager, (Legal Expert), EYLLP
3. Ms. Deepa Rani Moondra, Associate, (Legal Expert), EYLLP

2. The BOQ (Financial Bids) of the Technically qualified bidders were opened on the eTender portal by using the DSC before the CMC members. The details of the Financial Bid quote as per BOQ is as under:

| Sl No. | Name of Bidder | Variable Fee per kilo meter as per the scope of work mentioned in the eTender document (Rs. per kilometer) | Rank |
|---|---|---|---|
| 1 | M/s Ziqitza Health Care Limited (ZHL) | 24.94 | L1 |
| 2 | M/s Kria Healthcare Private Limited | 41.68 | L2 |

21/05/2021

Med Care 365 Medical Services Private Limited

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3. The CMC observed that as per the BOQ M/s Ziqitza Health Care Limited (ZHL) has quoted the least fee per kilometer of Rs. 24.94 (Twenty four Rupees and ninety four paisa) and may be declared as the Selected bidder for 'Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh'.

4. Meeting ended with a vote of thanks to the chair.

(Shaheen Khan)
Dy. General Manager,
Procurement, NHM-UP

(Dr. Monica Tripathi)
Dy. General Manager,
EMTS, NHM-UP

(Narendra Prasad)
Manager,
Finance, NHM-UP

(Vivek Dvivedi)
General Manager,
Procurement, NHM-UP

(Parag V. Pandey)
General Manager,
EMTS, NHM-UP

(Rajneesh Pandey)
Executive Engineer,
Civil, DG-FW

(DK Singh)
Addl. Director, Electrical
DG-MH

(M K Singh)
Finance Controller,
NHM-UP

(Aparna Upadhyay)
Mission Director,
NHM UP

ZIQITZA HEALTHCARE LIMITED MUMBAI

Med Care 365 Medical Services Private Limited
Authorised Signatory

## CLARIFICATION LETTER

From,

Mission Diector,
National Health Mission
Uttar Pradesh.

To

Mr. Nandadeep Pandharkar,
Senior Vice President- Operations,
Ziqitza Health Care Limited;
23rd Floor, Sunshine Tower, Senapati Bapat Marg, Dadar
West, Mumbai-400013, Maharashtra
Telephone Number: +91 9619391112
E-Mail Address: Nandadeep.pandharkar@zhl.in

**Letter No. 287/SPMU/EMTS/ALS M&E/2021-22/** 1377 **Date-** 26.05.2021

Reference: Bid submitted by **Ziqitza Health Care Limited (ZHL)** (hereinafter "Bid"), in response to the tender dated 14th January 2021 issued for "Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh" (hereinafter referred to as the "RFP").

**Subject:** Clarification with respect to Clause 8.1.13 and Clause 8.1.15 in the Service Agreement.

Dear Sir,

This is in reference to the clarification with respect to following two Clauses of the Service Agreement which are reproduced hereunder for your ready reference:

*Clause 8.1.13 The Authority shall decide on the deployment/re-deployment of Ambulances, at strategically selected locations* ***in State of Uttar Pradesh****, in order to attend all emergencies effectively and within specified response time;*

*Clause 8.1.15 The Authority shall ensure and procure provision of real time application data to the Service Provider; and"*

*Clarification 1* with respect to Clause 8.1.13: that as Service Provider is under the obligation to operate and manage the ALS Ambulances in all the existing 75 districts/ 18 divisions of Uttar Pradesh; we have aligned Clause 8.1.13 with this principle by insertion of words (in State of Uttar Pradesh) as re-emphasized in bold above.

*Clarification 2* with respect to Clause 8.1.15: this clause has erroneously remained and the matter of fact essential to and underneath this obligation of the Authority is nonexistent as the data related service would be under your control and possession.

The above is for your information. Accordingly, we are enclosing for your reference the draft Service Agreement to be executed at the time and place as would be notified by us.

Enclosure: ALS Agreement (CD)

Yours Sincerely,

(Parag V Pande)
General Manager-EMTS

**Letter No. 287/SPMU/EMTS/ALS M&E/2021-22/** **Date-**

CC:

1. Additional Chief Secretary, Medical, Health & Faimly Welfare, U.P.
2. Director General, Medical & Health, U.P.
3. Additional Director, (Electric), Directorate, Medical & Health, U.P.

(Parag V Pande)
General Manager-EMTS

Med Care 365 Medical Services Private Limited
Authorised Signatory
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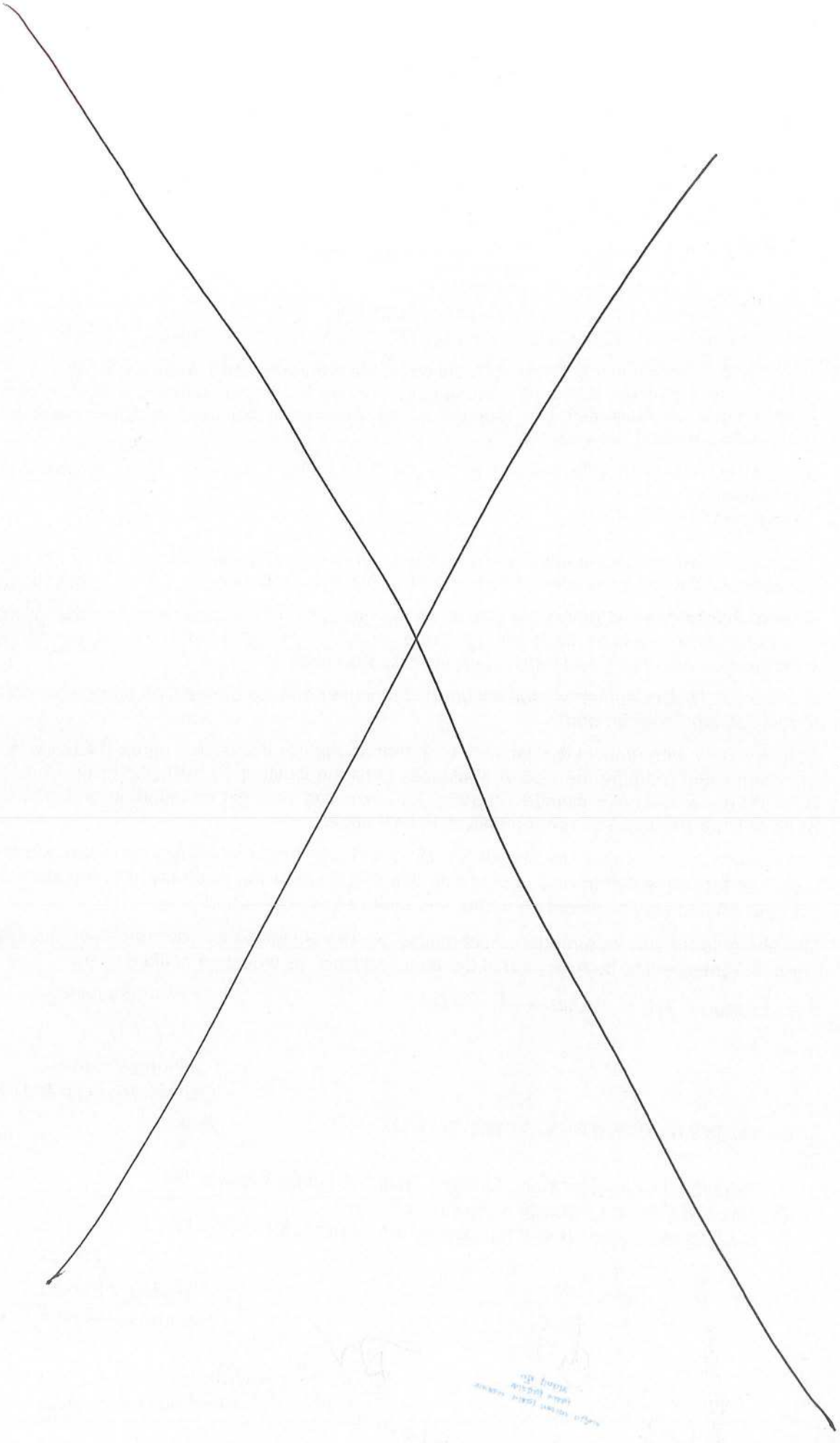

ZHL/UP/2021-22/001

26th June 2021

The Mission Director
National Health Mission, Uttar Pradesh
Vishal Complex, 19-A Vidhan Sabha Marg
Lucknow, UP, India – 226001

Madam,

Ref: Letter No. 287/SPMU/EMTS/ALS M&E/2021-22/1377 dated 26th Jun 2021.

We have received the above mentioned letter and we acknowledge the content of the same.

We are in agreement with the mentioned two clauses (Clause no.8.1.13, 8.1.15) and effective changes

Thanking you,

Yours Faithfully
For Ziqitza Healthcare Ltd.

Nandadeep Pandharkar
Senior Vice President - Operations

Med Care 365 Medical Services Private Limited
Authorised Signatory

महानिदेशक
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अपर्णा यू०
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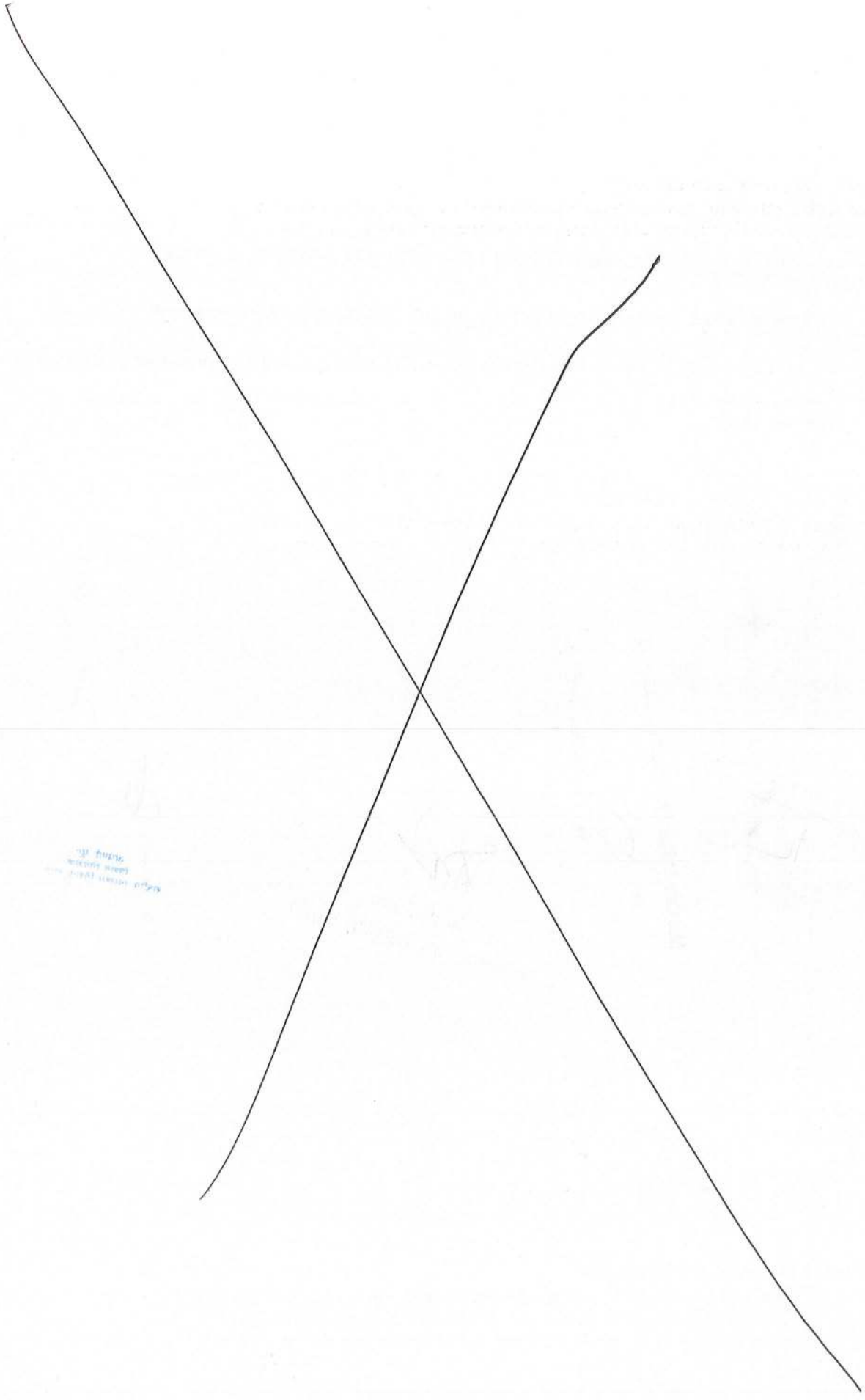





महाराष्ट्र MAHARASHTRA ◑ 2021 ◑ BD 346961

RAMSHAWAN. B. KEWAT Regd.No. 7109 Mumbai. MAHARASHTRA NOTARY GOVT. OF INDIA

NOTARY NAME: R. B. KEWAT AREA: MUMBAI MAHARASHTRA Regd. No. 7109 EXPIRY DATE 5-11-2023 GOVT. OF INDIA

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र ८०००००९
- 1 JUN 2021
सक्षम अधिकारी
श्री. दि. क. गवई

## POWER OF ATTORNEY FOR SIGNING OF SERVICE AGREEMENT

Know all men by these presents, We, Ziqitza Health Care Limited having registered office address as 23rd Floor, Sunshine Tower, Senapati Bapat Marg, Dadar (West), Mumbai 400013, Maharashtra do hereby irrevocably constitute, nominate, appoint and authorize Mr. Surendra Agarwal, the Chief Financial Officer of the Company and presently residing at C-603, Glory Vasant Marvel, Off Western Express Highway, Near Magethane Telephone Exchange, Borivali East, Mumbai - 400066, Maharashtra or Mr. Donald Daniel, the Deputy Vice President - Human Resources of the Company and presently residing at 502, Nidhi A Wing, Shankar Heights, Phase 3, Khojgaon, Ambernath (West), as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on behalf of the Company, all such acts, deeds and things as are necessary or required in connection with or incidental to entering into the Service Agreement with the National Health Mission, Uttar Pradesh in relation to the project "Implementation, Operation and

Med Care 365 Medical Services Private Limited Authorised Signatory

अपर्णा यू०
मिशन निदेशक
राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

740 11 JUN 2021

जोडपत्र-२/ANNEXURE - II

मुद्रांक विक्री नोंद वही अनु. क्रमांक / दिनांक
Serial No. / Date

दस्ताचा प्रकार / अनुच्छेद क्रमांक
(Nature of Document) **Power of Attorney**

परत नोंदणी करणार आहेत का ?
Whether it is to be Registered) Yes/No

मिळकतीचे थोडक्यात वर्णन
(Property Description in brief)

मुद्रांक विकत घेणाऱ्याचे नाव व सही
(Stamp Purchaser's Name & Signature)

ZIQITZA HEALTH CARE LIMITED
Sunshine Tower, 23rd Floor,
Senapati Bapat Marg, Dadar (West),
Mumbai, Maharashtra - 400 013.,

दुसऱ्या पक्षकाराचे नांव व पत्ता व सही
(If through other person then Name, Add. & Signature)

दुसऱ्या पक्षकाराचे नांव
(Name of the other Party)

मुद्रांक शुल्क रक्कम
(Stamp Duty Amount)

परवानाधारक मुद्रांक विक्रेत्याची सही
JYOTI P. DOOA
LSV No. 8000009
6, Kondaji Bldg. No. 3, Nr. Tata
Hospital, Parel, Mumbai - 400 012.

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापर बंधनकारक आहे

NOTARY
NAME: R. B. KEWAI
AREA: MUMBAI
MAHARASHTRA
Regd. No. 7165
EXPIRY DATE
5-11-2023
GOVT. OF INDIA

Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh" proposed by National Health Mission, Uttar Pradesh.

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

IN WITNESS WHEREOF WE, ZIQITZA HEALTH CARE LIMITED THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS 12TH DAY OF JUNE, 2021.

NOTARY
NAME: R. B. KEWAT
AREA: MUMBAI
MAHARASHTRA
Regd. No. 7109
EXPIRY DATE
5-11-2023
GOVT. OF INDIA

For Ziqitza Health Care Limited

Name: Mr. Amitabh Jaipuria
Designation: Managing Director & CEO
Address: Flat No. 1708, B Wing, Sea Fllama Dosti Flamingos, T. J. Road, Near Sewri Naka, Sewri (W), Mumbai – 400015

Witnesses:

1) NANDADEEP R. PANDHARKAR

2) Siddhesh Suresh Tawde

Accepted

NOTARY
NAME: R. B. KEWAT
AREA: MUMBAI
MAHARASHTRA
Regd. No. 7109
EXPIRY DATE
5-11-2023
GOVT. OF INDIA

BEFORE ME

RAMBHAWAN B. KEWAT
Regd. No. 7109 B.Com;LL.B.
ADVOCATE AND NOTARY
16-A, Jimmy Bldg., 1st Floor,
Room No. 10, Parel Station Road,
Parel (E), Mumbai - 400 012

1)

_____(Signature)

Name: Mr. Surendra Agarwal
Designation: Chief Financial Officer
Address: C-603, Glory Vasant Marvel, Off Western Express Highway, Near Magethane Telephone Exchange, Borivali East, Mumbai - 400066

महानिदेशक
चिकित्सा एवं स्वास्थ्य, उ.प्र.

अपर्णा यू.
निदेशक
राष्ट्रीय स्वास्थ्य मिशन, लखनऊ

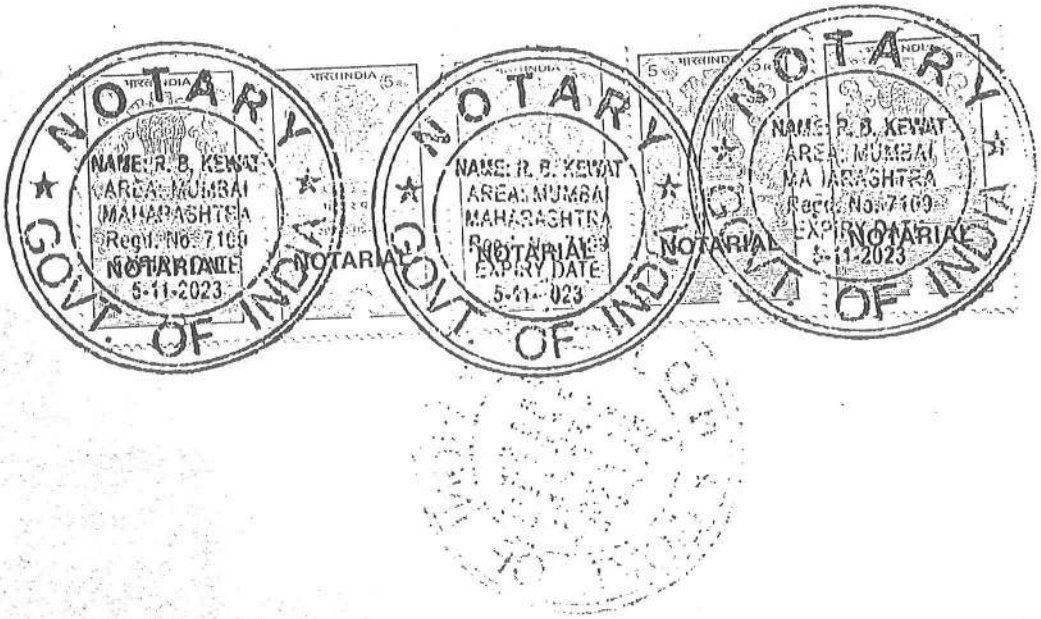

NOTARY
NAME: R. B. KEWAT
AREA: MUMBAI
MAHARASHTRA
REGN. NO. 7106
EXPIRY DATE
5-11-2023
GOVT. OF INDIA

2)

NOTARY
NAME: R. B. KEWAT
AREA: MUMBAI
MAHARASHTRA
Regd. No. 7109
EXPIRY DATE
5-11-2023
GOVT. OF INDIA

_____ (Signature)

Name: Mr. Donald Daniel
Designation: Deputy Vice President – Human Resources
Address: 502, Nidhi A Wing, Shankar Heights, Phase 3, Khojgaon, Ambernath (West)




अपर्णा यू०
मिशन निदेशक
राष्ट्रीय स्वास्थ्य मिशन, उत्तराखण्ड

Authorised Signatory

चिकित्सा एवं स्वास्थ्य, उत्तराखण्ड


NOTARY
NAME: R. B. KEWAT
AREA: MUMBAI
MAHARASHTRA
Regd. No. 1109
EXPIRY DATE
5-11-2023
GOVT. OF INDIA

MED CARE 365

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF MED CARE 365 MEDICAL SERVICES PRIVATE LIMITED HELD ON SATURDAY, JUNE 12, 2021 AT 11:30 AM AT 9TH FLOOR, SUNSHINE TOWER, SENAPATI BAPAT MARG, DADAR (WEST), MUMBAI - 400013**

**To enter into service agreement with the National Health Mission, Uttar Pradesh and appointment of authorised signatory**

**"RESOLVED THAT** consent of the Board of Directors of the Company be and is hereby accorded to enter into service agreement with the National Health Mission, Uttar Pradesh in relation to the project "Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh" proposed by National Health Mission, Uttar Pradesh.

**RESOLVED FURTHER THAT** Mr. Chandan Datta, Head – Government Business and/or Mr. Milton Singh – Chief Manager of the Company be and are hereby severally authorised to sign the Service agreement for and on behalf of the Company and do all such acts, matters, deeds and things as may be necessary or required in connection with or incidental to entering into of the Service Agreement with the National Health Mission, Uttar Pradesh in relation to the project "Implementation, Operation and Maintenance of Advanced Life Support (ALS) Ambulance Services in Uttar Pradesh" for and on behalf of the Company.

**RESOLVED FURTHER THAT** any one of the present directors of the Company be and are hereby authorised to issue certified true copy of this resolution as and when required."

**For MED CARE 365 MEDICAL SERVICES PRIVATE LIMITED**

MED CARE 365 MEDICAL SERVICES PVT. LTD.

**Mr. Nandadeep Pandharkar**
**Director**
**DIN:** 02756587
**Address:** A 403, Lotus, Valley of Flower, Thakur Village, Kandivali (East), Mumbai - 400101

Date: June 12, 2021
Place: Mumbai

अपर्णा यू०
मिशन निदेशक
राष्ट्रीय स्वास्थ्य मिशन, लखनऊ



Med Care 365 Medical Services Private Limited
Authorised Signatory

चिकित्सा एवं स्वास्थ्य अधिकारी