

**Government of Rajasthan  
Medical, Health and Family Welfare Department,  
National Rural Health Mission,  
Rajasthan State Health Society**

**DOCUMENT  
OF  
REQUEST FOR PROPOSAL  
FOR  
EMERGENCY RESPONSE SERVICES  
SEPTEMBER- 2009**

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**The document issued to-**

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Signature of authorized official  
Date.....

## **Disclaimer**

The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicant(s), whether verbally or in documentary form by or on behalf of the National Rural Health Mission, or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by the NRHM or its representatives to any other party. The purpose of this RFP document is to provide interested parties with information to assist the formulation of their Application and detailed Proposal. This RFP document does not purport to contain all the information each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the NRHM, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. NRHM, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

NRHM may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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**APPLICATION FORMAT**

1.	‘RFP’ submitted for the project	“Emergency Response Services” popularly known as “108 Ambulance Service Project in Rajasthan”
2.	Name and postal address of the organization submitting RFP	
	Telephone No. with STD Code	
	Fax Number	
	E-mail address, if any	
	Reference of registration/ incorporation of the organization.	
	Name and address of the Chief Executive (with telephone Nos.)	
3.	Proposal addressed to:	Mission Director, NRHM, 3 <sup>rd</sup> Floor, Swasthya Bhawan, Tilak Marg, Jaipur-302005 (Rajasthan).
4.	Reference of the Notice for invitation of RFP	No.....dt.....
5.	Reference of deposit of document charges	Receipt/DD No.....dt..... For Rs.....
6.	Authority for signing and submitting the document (Power of Attorney, Resolution of the organization etc.)	
7.	Documents enclosed in support of the Request-	
	1) ..... 2) ..... 3) ..... 4) ..... 5) .....  Total pages.....   <div style="text-align: right;">           Name and signature of the authorized signatory            Seal of the organization            Date:         </div>	

**Part- A1**  
**Government of Rajasthan**  
**Medical, Health and Family Welfare Department**  
**(National Rural Health Mission)**

No.F.1(102)NRHM/Acctts/2008/ dated

**NOTICE INVITING REQUEST FOR PROPOSAL (RFP)**

Government of Rajasthan through Department of Health intends to operate a professionally managed Emergency Medical Response and Transportation System for operationalization of existing fleet of 164 Ambulances and further expansion by 150 additional ambulances proposed to be deployed by Feb,2010. For implementation of this project, sealed Request for Proposal (RFP) is invited from eligible private sector/non-government entities intending to participate in the bid process.

**QUALIFICATION CRITERIA**

RFPs are invited in prescribed form from single entity/consortium of organizations who have experience in computer telephony integration with the ability to log calls with Geographical information System with GPRS integrated Ambulance monitoring system and software components to operate the hardware of the present project, having at least 3 (three) years experience in the operation of Pre-Hospital Medical Response (Ambulance) Services of running a minimum fleet of 40 ambulances supported by a control room, with a call centre set up by the entity. Such entities should demonstrate average annual turnover/ gross receipts of at least Rs.20 (twenty) Crores in any one of the last 3(three) financial years. Other details mentioned in the RFP document.

**SCOPE OF WORK**

**Operationalization of an existing project with a fleet of 164 ambulances deployed strategically across the State of Rajasthan (the fleet to be scaled up upto 314 Ambulances by end of 2009-10) supported with a fully functional centralized call center situated at SIHFW building in Jhalana Dungari, Jaipur which is receiving more than 50000 calls per day and handling approx. 1000 emergencies on daily basis. Presently this project has approx. 1000 associates including 900 Pilots and EMTs. Scope of work also includes further expansion of the fleet upto 450 ambulances ensuring its strategic positioning across the State of Rajasthan.**

The scope of services may include procurement of assets, operation and maintenance and also associated activities in designated zones within the State of Rajasthan.

The 'Request for Proposal' document can be obtained from 29/09/09 to 16/10/09 on payment of Rs 1000/- by a demand draft (in the name of Rajasthan State Health Society, payable at Jaipur) during office working hours from the office of Mission Director, NRHM, 3<sup>rd</sup> Floor, Swasthya Bhawan, Tilak Marg, Jaipur-302005 (Rajasthan). The document can also be down loaded from the website 'www.rajswasthya.nic.in'. However, such down loaded document to be submitted along with a demand draft of Rs 1000/- in the name of the society mentioned above.

The last date, time and place for submission of 'Request for Proposal' is 15.00 hours on 30/10/2009 in the office of Mission Director, NRHM, 3<sup>rd</sup> Floor, Swasthya Bhawan, Tilak Marg, Jaipur-302005 (Rajasthan).

On any account, delayed receipt of the RFPs shall not be entertained and opened.

**Mission Director, NRHM**

## Part- A2

### INFORMATION AND INSTRUCTIONS TO THE BIDDERS

#### 1. Name of the Project:

“Emergency Response Services” popularly known as “108 Ambulance Service Project” in the State of Rajasthan.

#### 2. Project Authority:

Mission Director, NRHM, 3<sup>rd</sup> Floor, Swasthya Bhawan, Tilak Marg, Jaipur-302005 (Rajasthan).

#### 3. Brief Description of the Project:

- NRHM envisages pre-hospital care emergency transportation (Ambulance) services within the State of Rajasthan.
- Presently there is –
  - A fleet of 164 Ambulances equipped with Basic Life Support/Advanced Life Support systems.
  - An operational Call Centre/Control Room receiving approximately 50000 calls and handling approximately 1000 emergencies per day.
  - Approximately 1000 working associates.
  - Procurement order for 150 additional Ambulances has already been issued which are expected to include in the fleet by February, 2010.
- The prospective plan of the project in terms of number of Ambulances to be made operational is as below :-

Year 2009-10	Year 2010-11 (Anticipated)	Total
164+150=314	136	450

#### **4. Eligibility Criteria:**

The bids will be analysed based on the following eligibility criteria-

- a) **Single Entity/ Consortium of Organizations/ Institutions registered/incorporated in accordance with the applicable law.**
- b) Having 3 years experience in management and operation of such services with a minimum fleet of 40 vehicles supported by control room and Call Centre set up by the bidder. Certificates from the organizations to whom services provided are to be submitted.
- c) Having experience in computer telephony integration with the ability to log calls with Geographical Information System with GPRS integrated Ambulance monitoring system and own software components.
- d) Average annual turn over/gross receipts of at least Rs. 20 (twenty) Crores in any of the last 3 financial years.
- e) An affidavit to the effect that he has not been blacklisted in the past by any of the State Governments across the country and that he will not form any coalition with other bidder.
- f) Should have ability to train the personnel to be employed for implementation of the project.

Note: In case of consortium, there should be a formal agreement between the partners accepting severe and joint responsibility for implementing of the project, reference of the Lead Partner and percentage of holding of each partner in the consortium. The maximum permissible partners in the consortium are 4 (four). For the purpose of minimum eligibility criteria, experience and turn over etc. of the partners having more than 20 % holdings in the consortium will be added.

## **5. The bidder to inform himself fully**

The bidder shall be deemed to have been satisfied himself as to the scope of the task as well as all the conditions and circumstances affecting implementing of the Project. Should he find any discrepancy in the RFP document including terms of reference, he should submit his issue/question in writing at least a week before Pre-Bid Conference.

## **6. Pre-Bid Conference**

All the prospective bidders who have purchased the RFP document upto the specified date are invited to attend the Pre-Bid Conference to be held on **20<sup>th</sup> October, 2009 at 11.00** hours in the office of Mission Director, National Rural Health Mission , Swasthya Bhawan, Tilak Marg, Jaipur. Issues relating to the project received in writing and other points to be raised during discussions in the conference will be scrutinized. The Project Authority shall endeavor to clarify such issues during the discussions. However, at any time prior to the date for submission of RFP, NRHM may, for any reason, whether at its own initiative or in response to the discussions/ clarifications, modify the RFP document by issuance of addenda and conveyed to the persons who have purchased the RFP document. The addenda would also be placed on the website- 'www.rajswasthya.nic.in'. Such addenda will become an integral part of the RFP document.

## **7. Evaluation of the Proposals**

The proposals received upto due date and time (15:00 hrs upto 30/10/2009) at the designated place (office of Mission Director, NRHM 3<sup>rd</sup> floor, Swasthya Bhawan, Tilak Marg, Jaipur.) will only be considered for evaluation. A committee constituted by the Government will scrutinize and analyse the proposals on the basis of eligibility criteria and submit its recommendations to the Government.

At the first instance Technical Part shall be opened and evaluated. Financial Part of only those bidders will be opened who are found substantially in order of the RFP stipulations. Such bidders will be informed of the date, time and place for opening of the financial part.



To facilitate evaluation, NRHM may, at its sole discretion, seek clarifications in writing from any bidder.

## 8. **Method for submission of Proposals-**

### **Two Envelope System-**

The bid shall be submitted in a sealed outer envelope to be addressed to “The Mission Director, NRHM, 3<sup>rd</sup> Floor, Swasthya Bhawan, Tilak Marg, Jaipur-302005 (Rajasthan)” indicating name and address of the organization submitting the proposal. This outer envelope shall contain following two sealed inner envelopes-

### **(1) Technical Part**

The envelope shall have the same identification as the outer envelope and in addition the mention- “Envelope (A)- Technical Part”. It shall contain-

- 1) Earnest Money Deposit (EMD) amounting to Rs.50 lacs in the form of Banker’s cheques/ Demand Draft in favor of “Rajasthan State Health Society, payable at Jaipur”.
- 2) Original completely filled in RFP document duly signed and stamped on each page.
- 3) All supporting documents and information with respect to the eligibility criteria and evaluation of the bid. Photocopies of the supporting documents shall be duly attested by Gazetted Officer of Central/State Government(s) or Notary Public and also signed by the person signing the RFP.
- 4) Modalities of taking over the presently operational project along with all assets, manpower, centralized call center etc. ensuring no discontinuation / hindrance in the existing services.
- 5) Detailed manpower deployment plan and requirement of assets (if any) in addition to the existing assets available in the project.

- 6) Bidders are expected to bring software to manage and operate the hardware of the existing project. This software installed in the project by the service provider would become property of Government of Rajasthan.
- 7) Bidders are required to organize their RFP in the following order-
  - 1) Covering Letter along with the original power of attorney authorising the authorised signatory to act on behalf of the firm/consortium.
  - 2) Brief profile of the bidder.
  - 3) Details of Bidder as specified in the format given in RFP document.
  - 4) Documents/certificates/evidence of fulfilling the eligibility criteria including Audited financial statements for the last 3 (three) financial years i.e., 2006-07, 2007-08 & 2008-09.
  - 5) Related certificates of experience.
  - 6) Other documents which the bidder may like to support his proposal.

**All above documents are to be properly tied up in sequential manner and page numbered.**

## **(2) Financial Part**

The envelope shall have the same identification as the outer envelope and in addition mention- "Envelope (B)- Financial Part". It would contain:-

- **The Financial bid to indicate costs per Ambulance per month.**

The same person signing the RFP shall sign this financial part also. All cuttings, erasers and other corrections, if any shall be properly attested. Element of taxes, duties, fees etc., if any shall be included in the costs. The financial proposal shall also

provide detailed cash flow projections, nature of financing required etc.

**9. Validity of the proposal-**

The proposal shall remain valid for consideration of the Government for a period of 90 days after opening of the Financial Part. This validity can be extended for a further period not more than 90 days with consent of the bidders.

**10. Modification/withdrawal of the proposal**

No modification/substitution / withdrawal by the bidder in the proposal are permitted after submission of the proposal.

**11. The bidders should note the following:**

- 1) That the incomplete RFP in any respect or those that are not consistent with the requirements as specified in this Request for Proposal Document or those that do not contain the Covering Letter or any other documents as per the specified formats may be considered non-responsive and liable for rejection.
- 2) Strict adherence to formats, wherever specified, is required.
- 3) All communication and information should be provided in writing and preferably in English language.
- 4) All communication and information provided should be legible. The financial proposals given in figures should be mentioned in words also.
- 5) No change in/or supplementary information shall be accepted once the RFP is submitted. However, Department of Health and Family Welfare reserves the right to seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the RFP. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by Department of Health and Family Welfare may be a ground for rejecting the RFP.

- 6) The RFP shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the RFP, Department of Health and Family Welfare reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
- 7) The Bidder should designate one person ("Contact Person" and "Authorised Representative and Signatory") authorised to represent the Bidder in its dealings with Department of Health and Family Welfare. This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, etc. The Covering Letter submitted by the Bidder shall be signed by the Authorised Signatory and shall bear the stamp of the firm/consortium.
- 8) Department of Health and Family Welfare reserves the right to reject any or all of the RFPs without assigning any reason whatsoever.
- 9) Mere submission of information does not entitle the Bidder to meet an eligibility criterion. Department of Health and Family Welfare reserves the right to vet and verify any or all information submitted by the Bidder.
- 10) If any claim made or information provided by the Bidder in the RFP or any information provided by the Bidder in response to any subsequent query by Department of Health and Family Welfare, is found to be incorrect or is a material misrepresentation of facts, then the RFP will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Department of Health and Family Welfare if adequately satisfied.
- 11) The Bidder shall be responsible for all the costs associated with the preparation of the Request for Proposal and any subsequent costs incurred as a part of the Bidding Process. Department of Health and Family Welfare shall

not be responsible in any way for such costs, regardless of the conduct or outcome of this process.

- 12) In every specific case, where the Bidder is constrained by statute/law from fulfilling any specific provision of this document, the Bidder is encouraged to contact **Mission Director, NRHM, Rajasthan.**

**12. Time Schedule for submission of the proposals-**

Sale of RFP document	Upto 1700 Hrs. from 29/09/09 to 16/10/09.
Pre-Proposal Conference	On 20/10/2009 at 11.00 AM
Last date for submission of the Bids	Upto 1500 Hrs. on 30/10/09.
Date & time for opening of Technical Bid	At 1700 Hrs. on 30/10/2009

The NRHM may, in exceptional circumstances and at its sole discretion, revise the time schedule (extension in time) by issuance of addenda. Communication of such extension to the persons who purchased the RFP document shall be made by National Rural Health Mission.

## Part- A3

### TERMS OF REFERENCE

#### 1. Project Profile-

The scheme was formulated by Medical & Health Department with financing from NRHM & State Plan. Presently 164 ambulances are running across the State under the scheme. Centralized Call Centre is presently operational in SIHFW building at Jhalana Dungri, Jaipur and approx. 100 CO/DOs are working in this call center. Procurement order for 150 Ambulances has already been issued and these are expected to be included in the fleet by February, 2010. Bidder may take into account a fleet of 314 ambulances during 2009-10.

#### 2. Objectives, Goals and Scope of the Project

- To provide comprehensive **Emergency Response Services** to the people of Rajasthan.
- Improve the access to medical & health care, police and fire services, particularly attending the emergency situations relating to pregnant women, neonates, parents of neonates, infant and children in situations of serious ill-health and all other emergencies in the general population; and thereby assist the State to achieve the critical Millennium Development goals in the health sector, i.e. reduction of Infant Mortality Rate, and Maternal Mortality Rate, and in general reduce the vulnerability of the people by providing access to Emergency Response Services.
- Minimum number of personnel to be deployed and should be available on duty 24X7 on each Ambulance (8 hourly shift) and qualifications thereof shall be as under-

SN	Designation	Numbers	Qualification
1	EMT	1	GNM/ B.Sc. (Nursing)
2	Pilot	1	As in Govt. for driving of heavy vehicles

- The services to be coordinated through an existing 24x7 Call Centre with a common toll free call number 108 and GPS networking with the Ambulances.
- Computer telephony integration with the ability to log calls with geographical information system with GPRS integrated ambulance monitoring system.
- Taking over of presently fully operational 108 Ambulance project along with all assets and centralized Call Center etc. based at SIHFW, Jaipur.
- Make all possible efforts to continue the manpower (vis. Pilot, EMT, Co/DOs etc.) already working in implementation of the project. These are experienced and trained personnel.
- Bidders are expected to bring their own software to manage and operate the hardware of the existing project.

### 3. **Expected Outcomes**

- To provide 24x7 pre-hospital emergency transportation care (Ambulance) services across the State within 30 minutes of the call being received in the Call Centre.
- The bidder to ensure that no discontinuation/interruption in the services occurs and no call is left unattended even while taking over / handing over of the existing project responsibilities.
- The bidder would ensure uninterrupted functioning of the call center and overall Emergency Response Services provided by the project.
- Operationalize and manage Ambulances which may be included in the fleet.
- Deployment of adequate qualified personnel as per requirement of the project in Head Office, field staff, Call center employees, Emergency Management Technicians, Drivers etc.
- Operate and manage further scaling up of the project.

#### 4. Procurements

- The Government will procure and provide only vehicles duly fabricated as Ambulances. All other procurements required for implementation of the project will be undertaken by the bidder in a fair and transparent manner. Non-consumable procurements shall become assets of the project which will have to be handed over to the Government on termination/completion of the project. Proper records of such assets will be maintained in the project accounts. Costs of all such procurements (except medical/non medical consumables for use in the Ambulances) shall be included in the financial proposal.
- Actual cost of medical/non medical consumables reasonably procured for use in the Ambulances will be separately reimbursed by the Government on submission of monthly claims. There shall invariably be inscription on such consumables as **“Free supply by Govt. of Rajasthan. Not for sale”**.
- IEC activities of the project shall be undertaken by Director (IEC), Medical & Health Department.

#### 5. Responsibility of the service provider

- 1) Operation and management of the Emergency Response Services in the State of Rajasthan.
- 2) Provide technological, leadership, administrative and managerial support in open and transparent manner to produce mutually agreed outcomes.
- 3) (a) Performance of the activities and carrying out its obligations with all due diligence, efficiency and economy in accordance with the generally accepted professional techniques and practices. (b) Observance sound management practices, employing appropriate advanced technology and safe methods (c) in respect of any matter relating to the agreement, always act as faithful partner to the Government and shall all times support and safeguard the Government’s legitimate interests in any dealing with the contracts, sub-contracts and third parties.
- 4) Shall not accept for his own benefit any commission, discount or similar payment in connection with the activities pursuant to



discharge of his obligations under the agreement, and shall use his best efforts to ensure that his personnel and agents, either of them similarly shall not receive any such additional remuneration.

- 5) Required to observe the highest standard of ethics and shall not use 'corrupt/fraudulent practice'. For the purpose of this provision, 'corrupt practice' means offering, giving, receiving or soliciting anything of value to influence the action of a public official in implementation of the project and 'fraudulent practice' means misrepresentation of facts in order to influence implementation process of the project in detriment of the Government.
- 6) Recruit, train and position qualified and suitable personnel for implementation of the project at various levels. The staff so engaged/recruited/appointed shall be exclusively on the pay rolls of the bidder and shall under no circumstances this staff will ever have any claim, whatsoever for appointment with the Government. The bidder shall be fully responsible for adhering to provisions of various laws applicable on them including Labour laws. In case the bidder fails to comply with the provisions applicable laws and thereby any financial or other liability arises on the Government by Court orders or otherwise, the bidder shall be fully responsible to compensate/indemnify to the Government for such liabilities. For realization of such damages, Government may even resort to the provisions of Public Debt Recovery Act or other laws as applicable on the occurrence of such situations.
- 7) Assist the Government when required in accreditation of hospitals in the State and such other matters from time to time.
- 8) Conduct training programmes for paramedics, doctors and other academic activities (workshops/seminars etc.) as required for governmental doctors and others on the request of the Government. (Government to bear expenses on such workshops/ seminars etc.).
- 9) Strive for continuous improvement in emergency management.
- 10) Strict adherence to the stipulated time schedules for various activities.
- 11) Operation and maintenance of fully equipped all Ambulances handed over to the bidder ensuring the guidelines laid down by Government.

- 12) Ensuring 24x7 services at the Call Centre.
- 13) Ensuring proper and timely monitoring of the services.
- 14) Recruit and train human resource required for existing as well as the anticipated expansion of the project. Training norms/ courses for EMTs/ Pilots/technical personnel shall be duly approved by the Government.
- 15) To submit various reports and information within the stipulated timeframe as desired by the Mission Director, National Rural Health Mission as well as Districtwise reports to respective District Health Societies.

**6. Responsibility of National Rural Health Mission / Government of Rajasthan**

- 1) National Rural Health Mission /GOR shall provide appropriate assistance in implementation of the project.
- 2) Timely settlement of claims at the agreed terms in accordance with the provisions of the agreement.
- 3) To provide space for stationing of the Ambulances at strategically located places across the State.
- 4) To lay down guidelines and operating procedures for operation of the Ambulances services.
- 5) To conduct regular monitoring and evaluation of the project activities based on quantifiable indicators and reports received from the service provider.
- 6) Prescribe various formats for reporting progress of the project. Service Provider may submit its own reporting formats which can be used after due approval by the Government.

**7. Commencement and duration**

Duration of agreement will be for 3 years from the date of signing the agreement. The duration may be extended upto 2 year with mutual consent of both parties.

## **8. Earnest Money Deposit & Security Deposit**

The bidder shall deposit Earnest Money Deposit (EMD) amounting to Rs.50 lacs in the form of Banker's cheques/ Demand Draft in favor of "Rajasthan State Health Society, payable at Jaipur" alongwith the bid. In the absence of the EMD, technical proposal of the bidder shall be rejected. The earnest money shall be forfeited in case the bidder withdraws or modifies the offer after opening of the bid but before acceptance of the bid or he does not execute the agreement and deposit security deposit within specified time. Earnest money of unsuccessful bidders shall be refunded soon after final acceptance of the bid.

The bidder whose proposal is accepted and award issued shall have to deposit Security Deposit of an amount of Rs 2.00 crores. Amount of Earnest money deposit can be adjusted into the security deposit.

Security deposit is for due performance of the agreement. It can be forfeited by the Government in the following circumstances-

- 1) When any terms or conditions of the agreement are infringed.
- 2) When the service provider fails in providing the services satisfactorily.

Notice will be given to the bidder/service provider with reasonable time before the earnest money / security deposit is forfeited.

## **9. Financing of the Project:**

Financing of the project shall be on reimbursement basis in accordance with the provisions of the agreement. Claims/reimbursements are envisaged on monthly basis on submission of statements of claims by the service provider.

Advance financing, if any shall be against bank guarantee and limited to Rs. 2 crores at any point of time. Such advances are necessarily to be adjusted from the next claims of the service provider.

## **10. Investment and ownership**

All moveable and immovable assets created in the project will be the property of NRHM, Government of Rajasthan. Account of such assets shall be maintained properly. The assets will have to be handed over to the Government on completion/termination of the agreement.

## **11. Operational parameter and penalty clause.**

An average of 5 trips/day/Ambulance is expected. In case this level of service is not maintained, proportionate deductions from the claims will be effected.

In case of other defaults in services necessary action under terms of the agreement will be initiated in addition to imposition of penalty considering seriousness of the default. The fault shall be determined with reference to the outcomes as mentioned at para 3 above and penalty will be determined by a committee consisting of Principal Secretary, Medical & Health, Mission Director, National Rural Health Mission, Director (PH) and PD (NRHM).

The amount of penalty shall be recovered from the claims submitted by the service provider. In the absence of any claim, it can be recovered from security deposit also.

## **12. Monitoring & Evaluation**

- a) The performance will be reviewed monthly by Mission Director, National Rural Health Mission and quarterly by Principal Secretary, Medical & Health Department.
- b) The District Chief Medical & Health Officers will oversee the activity within their respective districts in District Health Societies meetings.
- c) The services and records of the service shall be subject to inspection by designated officer(s) of Medical & Health Department.
- d) Evaluation of performance shall be undertaken on half yearly basis by an external agency to be engaged by National Rural Health Mission.

## **12. Force Majeure:**

The failure of a party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure, provided that the party affected by such an event-

- a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
- b) Has informed the other party as soon as possible about the occurrence of such an event.

### **13. Termination/Suspension of agreement**

The Government may, by written notice suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension-

- a) Shall specify the nature of failure, and
- b) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.

The Government may terminate the agreement by not less than 30 days written notice of termination to the service provider, to be given after the occurrence of any of the events specified below-

- a) If the service provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Government have subsequently approve in writing.
- b) If the service provider becomes insolvent or bankrupt.
- c) If, as a result of force majeure, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
- d) If, in the judgment of the Government, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

### **14. Modifications:**

Modifications in terms of reference including scope of the services can only be made by written consent of both parties. However, basic conditions of the agreement shall not be modified.

**13. Saving Clause:**

In the absence of any specific provision in the agreement on any issue the guidelines issued/to be issued by the Mission Director Government shall be applicable.

**14. Settlement of Disputes:**

If any dispute with regard to the interpretation, difference or objection whatsoever arises in connection with or arises out of the agreement, or the meaning of any part thereof, or on the rights, duties or liabilities of any party, the same shall be referred for decision to the committee which would consist of the following-

- 1) Chief Secretary, Government of Rajasthan
- 2) Principal Secretary, Medical Health & Family Welfare.
- 3) Principal Secretary, Finance Department.
- 4) Principal Secretary, Law Department.

**15. Right to accept or reject any of the proposal:**

Government reserves the right to accept or reject any proposal at any time without any liability or any obligation for such rejection or annulment and without assigning any reason.

**16. Award of contract and agreement:**

On evaluation of technical and financial parts of RFP and decision thereon, the selected bidder shall have to execute an agreement with the Government within 15 days from the date of acceptance of the bid is communicated to him. This Request for Proposal along with documents and information provided by the bidder shall be deemed to be integral part of the agreement. Before execution of the agreement, the bidder shall have to deposit security deposit as per clause 8 above.

**17. Jurisdiction of Courts:**

Legal proceedings if any shall be subject to Jaipur jurisdiction only.

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**PART-“B”**  
**[FIANACIAL PROPOSAL]**

The Mission Director, National Rural Health Mission,  
3<sup>rd</sup> Floor, Swasthya Bhawan,  
Jaipur-302005.

Sub :- Request for Proposal for “Emergency Response  
Services” popularly known as “108 Ambulance Service  
Project” in the State of Rajasthan.

Sir,

1. Having carefully examined all the parts of the RFP documents and having obtained all the requisite information affecting this proposal and being aware of all conditions and difficulties likely to affect the execution of the agreement, I/We hereby propose to implement the project as described in the RFP document in conformity with the conditions of agreement, technical aspects and the sums indicated in this financial proposal.
2. I/We declare that we have read and understood and that we accept all clauses, conditions, descriptions of the RFP document without any change, reservations and conditions.
3. If our proposal is accepted, we undertake to deposit security deposit of Rs 2.00 crores before execution of the formal agreement
4. I/We agree to abide by this proposal/bid for a period of 90 days from the date of its opening and also undertake not to withdraw and to make any modifications unless asked for by you and that the proposal may be accepted at any time before the expiry of the validity period.
5. Unless and until the formal agreement is signed, this offer together with your written acceptance thereof shall constitute a binding contract between me/us and the Government of Rajasthan.
6. We submit the Schedule of Rate as appended herewith.

Yours faithfully

Encl: Schedule of Rate

Signature of the authorised signatory

Name & address of the bidder.....  
.....  
.....

**SCHEDULE OF RATES**

**for**

**Implementation of “Emergency Response Services” popularly known as  
“108 Ambulance Service Project” in the State of Rajasthan.**

**(UNIT COST PER AMBULANCE PER MONTH)**

(Indian Rupees)

Description of Items	Cost/Ambulance/Month
Implementation of 108 Ambulance project in Rajasthan i.e. Procurement (as per para 4 of Part A3) and operation and maintenance of the services including salary & allowances, recruitment & training, staff insurance & others, fuel, comprehensive maintenance charge of ambulances, Ambulance insurance, uniforms, Ambulance mobile phones, conveyance & traveling, asset insurance, telephone, Mobile, PRI line, internet etc., rent of buildings, electricity & water, housekeeping, AMC of hardwares, softwares, equipments etc., postage & courier, printing and stationery and all other miscellaneous expenses inclusive of all taxes, duties, fees etc.	Rs.....  (Rupees..... ..... ..... Only).

Place:

Date:

( )  
Signature of authorised signatory  
Designation and Official seal



## **Abbreviations**

GOR	Government of Rajasthan
RFP	Request for Proposal
MD, NRHM	Mission Director, National Rural Health Mission
NRHM	National Rural Health Mission
SIHFW	State Institute of Health & Family Welfare
CO	Communication Officer
DO	Dispatch Officer
IEC	Information, Education, Communication
EMT	Emergency Management Technician
PH	Public Health
PD	Project Director
AMC	Annual Maintenance Contract
EMD	Earnest Money Deposit

-xxx-

## AGREEMENT

An agreement made this.....day of.....between.....

.....  
(Hereinafter called "the approved service provider" ,which expression shall where the context so admits, be deemed to include his heirs successors executors and administrators) of the one part and the Governor of the State of Rajasthan (hereinafter called "the Government " which expression shall where the context so admits. be deemed to include his successors in office and assigns) of the other part.

2. Whereas the approved service provider has agreed with the Government to implement the “Emergency Response Services” popularly known as “108 Ambulance Service Project (Project)” in the State of Rajasthan in the manner set forth in the terms of the Request For Proposal (RFP) and Schedule of Rate appended herewith.
3. And whereas the approved service provider has deposited a sum of Rs.....(Rupees.....) only in the form of ..... as security for performance of the project.
4. Now these presents witnesses:
  - 1) In consideration of the payment to be made by the Government through Mission Director, National Rural Health Mission, Rajasthan at the rate set forth in the Schedule hereto appended the approved service provider will duly implement the project in the manner set forth in the terms of the RFP.
  - 2) The terms of the RFP appended to this agreement will be deemed to be taken as integral part of this agreement and are binding on the parties executing this agreement.
  - 3) Following letters/correspondence undertaken between the parties shall also form part of this agreement-

Govt. of Rajasthan	Approved service provider

4) (a) The Government do hereby agree that if the approved service provider shall duly implement the project in the manner aforesaid, observe and keep the said terms and conditions, the Government will through Mission Director, National Rural Health Mission, Rajasthan, pay or cause to be paid to the approved service provider at the time and in the manner set forth in the said terms.

(b) The mode of payment will be as specified below-

- Financing of the project shall be on reimbursement basis.
- Claims/reimbursements are envisaged on monthly basis
- Payments to be released on submission of monthly statements of claims by the service provider.

5. In case of any default in providing the services, necessary action under the terms of this agreement may be initiated by the Government in addition to imposition of penalty.

6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the committee as specified in RFP document.

In witness whereof the parties hereto have set their hands on the .....day of.....2009.

For and on behalf of the  
Governor or Rajasthan

Signature of the  
approved service provider,

Signature & Designation

Date:  
Witness No.1.

Date:  
1. Witness

Witness No.2.

2. Witness