

Request for Proposal (RFP) for Operations & Management of 104 Janani Express Services

Reference No.:

Date:

Mode of Bid Submission	Online through e Procurement/ e Tendering system at http://eproc.rajasthan.gov.in
Procuring Entity	Mission Director, NHM
Pre-Bid Meeting Date & Time	13.07.2020 at 11:30 AM
Last Date & Time of Submission of Bid	17.07.20 upto 03:00 PM
Date & Time of Opening of Technical Bid	17.07.20 at 4:00 PM

Bidding Document Fee: Rs. 1, 00,000/- (Rupees One Lakh only)

Name of the Bidding Company/ Firm:			
Contact Person (Authorized Bid Signatory Name & Designation):			
Correspondence Address of the Bidder:			
Mobile No.		Telephone & Fax Nos.:	
Website & E-Mail:			

Mission Director, National Health Mission

3rd Floor, NHM Building, Swasthya Bhawan,

Tilak Marg, C-Scheme, Jaipur

Phone: 0141-2221590

Web: rajswasthya.nic.in , Email: co_isc.nrhm@yahoo.com

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Disclaimer

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ABBREVIATIONS & DEFINITIONS

RTPP Act & Rules	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto including subsequent amendment, if any.
Authorized Signatory	The bidder's representative/ officer vested explicitly through an Authority letter & that effect with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bid/ e-Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in format prescribed in Bid Document
BG	Bank Guarantee
Bidder/ Service Provider/ Supplier	Any person/ firm/ agency/ company/ Joint venture company /Consortium/contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BTR	Beneficiary Track Record
CGST	Central Goods & Service Tax
CMC / PC	Contract Monitoring Committee/ Procurement Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. M in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract shall remain valid for 3 years which may be extendable to further two years on the fulfillment of the parameters as prescribed in this bidding documents.
CTN	Confirmation Token Number
CM&HO	Chief Medical & Health Officer
Day	A calendar day as per GoR/ Gol.
DMA	Driver Mobile app
DBA	Database Administrator

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DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
ERC	Emergency Response Centre
FIFO	First In First Out
FRS	Functional Requirement Specification
Force Majeure Conditions	Any event or circumstance which is beyond the reasonable direct or indirect control and without the fault or negligence of the bidder and which results in bidder's inability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part and may include rebellion, mutiny, civil unrest, riot, fire, explosion, flood, cyclone, lightening, earthquake, act of foreign enemy, war or other forces, theft, burglary, ionizing radiation or contamination, Government action, inaction or restrictions, accidents or an act of God or other similar causes.
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
GIS	Geographical Information System
GPS	Global Positioning System
HQ	Head Quarter
HOTO	Handing Over Taking Over
ICT	Information and Communication Technology.
IEC	Information Education Communication
IPD	In Patient Department
IFB	Invitation for Bids (A document published by the procuring entity inviting bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting bid and request for proposal)
IGST	Integrated Goods & Service Tax
INR	Indian Rupee
IT	Information Technology
ITB	Instructions to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
MPR	Monthly Progress Report
MIS	Management information System
MMR	Maternal Mortality Ratio

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MOIC	Medical Officer In-charge
NHM	National Health Mission
NIB	Notice Inviting Bid
NMR	Neonatal Mortality Rate
Notification	A notification published in the Official Gazette
OPD	Out Patient Department
PAN	Permanent Account Number
Procurement Process	The process of procurement extending from the issue of invitation to bid till the award of the procurement contract or cancellation of the procurement process, as the case may be.
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
Performance Security (PS)	Performance Security is the security which is submitted as prescribed by the successful bidder against the work order received.
RFP	Request for Proposal
RISL	RajCOMP Info Services Limited
RSHS	Rajasthan State Health Society
GST	Goods and Services Tax
Services	Any subject matter of procurement other than works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SGST	State Goods & Services Tax
State Government	Government of Rajasthan (GoR)
SPPP	State Public Procurement Portal "sppp.rajasthan.gov.in"
Subject Matter of Procurement	Any item of procurement in the form of services
TIN	Tax Identification Number

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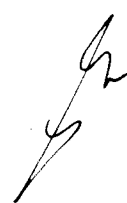
WO/ PO	Work Order/ Purchase Order
USSD	"Unstructured Supplementary Service Data" Mobile communication Technology
TPA	Third Party Auditor
Valid Call	Any call or request made by a caller to seek services of 104 Janani Express, It also refers to the call made by a caller in case of seeking transportation/referrals for expecting mothers and infants.
Invalid Call	All calls which are not covered under the definition of Valid call.

Note: Any definitions not included in this clause shall be as per RTPP Act, 2012, Rules, 2013.







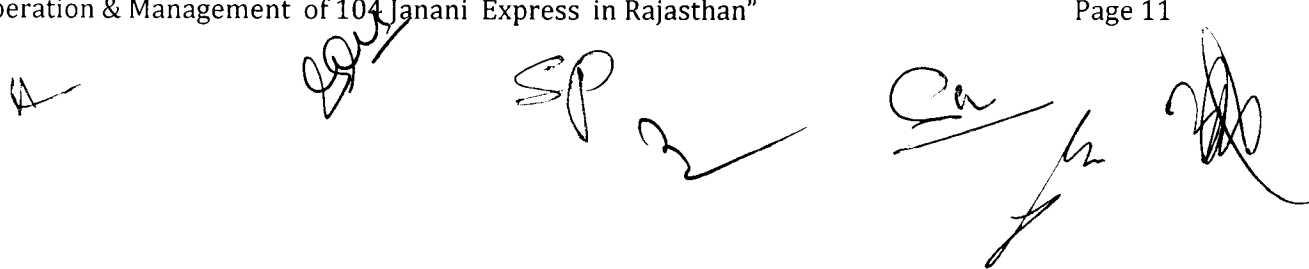




1. NOTICE INVITING BID (NIB)

Unique Bid Number	
NIB Reference no.	
Name and Address of the Procuring Entity	Mission Director, National Health Mission 3rd Floor, NHM Building, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur Phone: 0141-2221590 Fax:
Name and Address of the Programme Officer In-charge	Project Director, National Health Mission
Subject Matter of Procurement	Operation & Management of 104 –JE Services.
Method of Procurement	Open Competitive Bidding
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS) – L1
Website for downloading Bidding document, Corrigendum, Addendum etc.	sppp.rajasthan.gov.in http://eproc.rajasthan.gov.in www.rajswasthya.nic.in
Bid Document fees	Rs. 1,00,000/- (Rupees One Lakh Only)
RISL Fees	Rs. 1,000/- (Rupees One Thousand Only)
Estimated Procurement Cost	Rs. 200 Crores (Rupees Two hundred Crores only)
Bid Security	Rs.4 Crores/- (Rupees Four Crores Only)
Period of Sale of Bidding Document (Start/ End Date)	07.07.2020 to 15.07.2020
Pre-Bid Meeting Date/ Time	13.07.2020 Time: 11.30 AM
Manner, Start/ End Date for the submission of bids	Start date :- 07.07.2020 End date :- 17.07.2020 upto 03:00 PM.
Submission of Banker's Cheque/ Demand Draft for Bid Document fee, RISL Processing Fee and Banker's Cheque/ Demand Draft/BG for Bid Security	17.07.2020 Upto 03.30 PM
Date/ Time/ Place of Technical Bid Opening	17.07.2020/4.00 PM/NHM office
Date/ Time/ Place of Financial Bid Opening	Shall be informed separately.
Bid Validity	90 Days from the opening of technical bids

Note:

- 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD/BC for Bid Document fees, RISL Processing Fees and DD/BC/BG for Bid Security should be submitted physically at the office of Procuring Entity as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Bid Document fee, RISL Processing Fee and Banker's Cheque/ Demand Draft/Bank Guarantee -for Bid Security, up to <time> on <date>, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for RISL Processing Fee should be drawn in favour of "Managing Director, RISL" and Bidding document fee, Bid Security should be drawn in favour of "Rajasthan State Health Society" payable at "Jaipur" from Scheduled Bank.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency or they may contact e-Procurement cell, Department of IT & C, Government of Rajasthan on the following :
Address: e- Procurement cell, RISL, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur.
Email: eproc@rajasthan.gov.in
- 4) Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 5) Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-06-2011 must register again).
- 6) NHM will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
- 7) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 8) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. Reasons for doing so shall be recorded in writing.
- 9) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful Bidder.
- 10) Procuring entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended Only to help the bidders to prepare a logical bid-proposal.
- 11) The provisions of RTPP Act, 2012 and Rules thereto shall be applicable for this procurement.
- 12) Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act, 2012 and Rules thereto, the latter shall prevail.

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2. Program Profile & Background

Name of the Program: “ Operation & Management of 104 Janani Express Services” in The State of Rajasthan.

Among the major attributes, delay in reaching to an appropriate health facility is considered to be one of the prime factors contributing to high NMR and MMR if the pregnant women or sick new born doesn't get a prompt transport/referrals within specified time. This normally happens either due to lack of readily available and affordable transport facility or inaccessibility / distance for which people fail to access institutional health services.

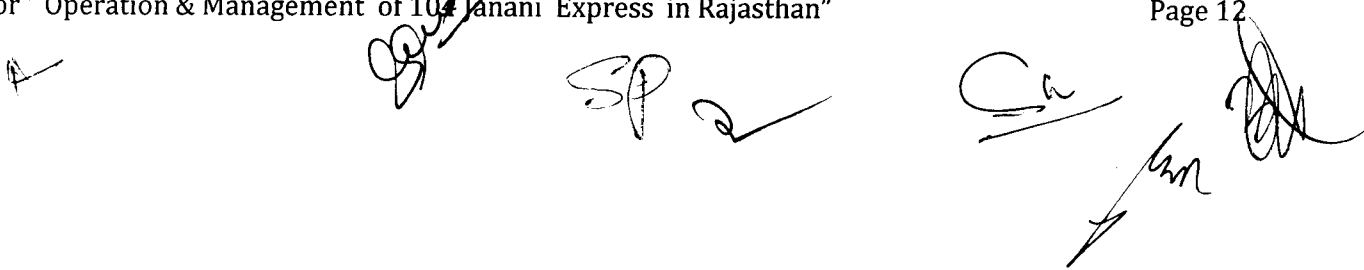
Presently 581 Janani Express ambulances/vehicles are operational for providing referral transport. However; the bidder shall be handed over only with the ambulances/vehicles which are in roadworthy condition. Bidder may thus, take into account, 600 Janani Express Ambulances are to be operated during the year **2020-21** and so on , **there would also be provision to operate 104-JE on turnkey basis which will be replaced later if in case Ambulances/vehicles are declared for condemn as per norms during the contract period as & when directed, However; the numbers are indicative and may differ from the actual handed over vehicles . Service provider will be asked to operate additional 104-JE on turnkey basis. (Subject to approval received from GOI or as directed by MD, NHM)**

Scope of work mainly includes operationalization of an existing project with a fleet of 581 Janani Express (104) deployed strategically across the State of Rajasthan in coordination with **Integrated call center** situated at State Institute of Health & Family Welfare (SIHFW) building in Jhalana Dungari, Jaipur which is receiving approximately 12000 calls per day and handling approx. 3500 emergencies (Approx 1250 trips of BLS Ambulances and 2000 trips of 104 JE) on daily basis. Number/type of Ambulances may increase/ decrease during the contract period. The scope of services shall include procurement of assets, operation and maintenance of Ambulances, Ambulances to be deployed on turnkey basis, provision of First aid kit to be kept in Ambulances/Vehicles.

2.1 Program Objectives

It is very clear from the program profile that Providing transport to pregnant women, neonates, infant and children in situations of serious ill-health and thereby assist the State to achieve the critical Sustainable Development Goals in the Health sector, i.e. reduction of Infant Mortality Rate, and Maternal Mortality Ratio.

- To increase level of Safe & institutional deliveries.
- Enhance the utilization of Public Health Facilities.
- The 104 JE service **is to be coordinated through** 24x7 integrated Call Center located at SIHFW building, Jhalana Doongari with a common toll free number 104 and/or 108. These 104 Janani Express have to be fitted with GPS device and shall be equipped with mobile phones for communication & mounted tablets(Rugged Devices) mandatorily to capture the movement from base location, to patient location, to hospital location and back to base location through Mobile app. Mobile app shall also be used to update information related to real time off road/on road and availability status.
- To coordinate and support the service provider in running integrated Call Center to integrate with the GPS devices installed in the vehicles so that computer telephony integration with the ability to log calls with GPS

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(Global Positioning System) incorporated in GIS (Geographical Information System) with GSM/GPRS (Global System for Mobile Communication/General Packet Radio Service) So that, Ambulance/vehicle monitoring and tracking system, call management, performance monitoring and reporting becomes possible. The movement (movement from base location, to patient location, to hospital location and back to base location) of every ambulance/vehicle is tracked through GPS.

- Taking over of presently fully operational fleet of 104 Janani Express vehicles and making them operational after proper branding as per directions of NHM through coordination with integrated call center with all modern necessary equipments, mounted tablets(Rugged) and GPS devices.

2.2 Benefits of 104 Janani Express Ambulances/Vehicles (free service)

- To provide transport/referrals services to pregnant women, sick children up to 1 year of age through Janani Expresses.
- Provide transport/referrals to malnourished children, children screened under RBSK program, drop back to home facility for sterilization cases with the help of Janani Express and any other as per the guidelines/directions issued/to be issued by the NHM.
- Provide integrated GPS monitoring for these vehicles (complete solution as detailed in the RFP)
- 104 Janani Express vehicles will cater to broadly following cases but not limited to:- Provide transports/referrals to pregnant women/ sick newborn as below but not limited to:-
 - a) Pick up from Home To Hospital
 - b) Hospital To Home (CHC,PHC)
 - c) Hospital To Hospital (Referral)
 - d) Provide referral transport to the children screened under RBSK
 - e) Provide referral transport to malnourished children
 - f) Drop back facility to sterilization cases.
 - g) No drop back would be allowed from Medical College/Medical College associated Hospitals/District Hospitals to Home.

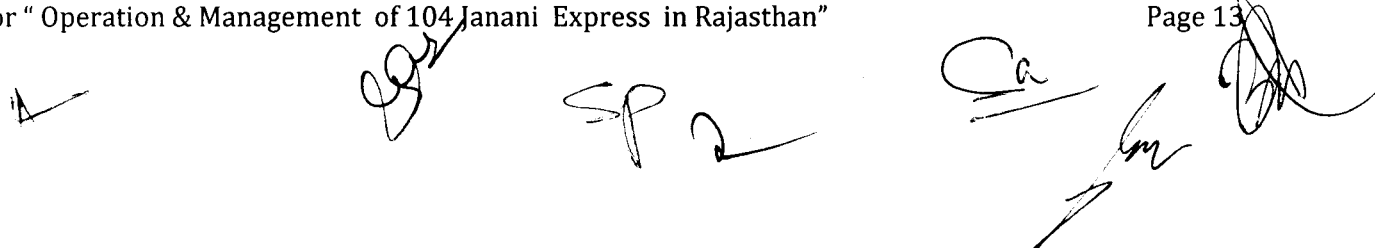
Details of all available Ambulances/vehicles are enclosed at Annexure 21.

- These services shall be free of cost to the beneficiary.
- To provide 24 x 7 104-JE transport/referral Services through Integrated toll-free numbers across all 34 Districts Health Societies in 33 districts of the state of Rajasthan.
- **Pre arrival intimation of Ambulances/vehicles at various health facilities.**
- Caller can dial a single number from anywhere in Rajasthan in case he/she needs/ or can also access the services through Citizen Mobile app.

2.3 Program Stakeholders

The following are the stakeholders, among all of them; coordination is required for successful running of program.

- a) National Health Mission, Rajasthan.
- b) Service Provider for operations of 104 Janani Express Services
- c) Service Provider for Integrated Call Centre.
- d) Third Party Auditor for IT Audit, Analytics & Monitoring.

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2.4 Brief Technical Requirements

2.4.1 Manpower for 104 JE services

Existing manpower, working in the implementation of the services may be given priority to the extent possible subject to satisfactory performance.

The existing manpower retained subject to satisfactory services and other eligibility shall be entitled to atleast a 20% increase over the present wages (as on 07 Nov, 2019) Their wages will be in accordance with the provision of the Minimum Wages pertaining to skilled personnel.

2.4.1.1 Drivers

One driver round the clock shall be available in Janani Express vehicles. The Service Provider has to provide drivers on 24x7 basis on all vehicles. Driver should be trained in giving first aid to the patient, if required. Drivers shall be kept as per qualification laid down in Motor Vehicle Act 1988 with latest amendments.

2.4.1.2 Others

The Service Provider, shall provide coordinator at least one for two districts to explain the progress to CMHO/JD for co-ordination/resolution of complaints, if any. Other than above, Service Provider shall place one coordinator 24X7 at state integrated call centre managing & operating by other service Provider to ensure better coordination and uninterrupted dispatching of vehicles.

3. Eligibility Criteria

3.1 Technical Capacity

The applicant can either be a single entity, a joint venture company or consortium of entities formed for this purpose with a valid memorandum of understanding (MoU) duly executed. The applicant(s)/ members can also either be a Firm, Company, Society or a Trust fulfilling following conditions are only eligible to apply:-

- I. Companies incorporated under the Company's Act, 2013 are eligible on standalone basis or as a part of the bidding consortium.
- II. Societies registered under Societies Act as well as Income Tax Act, 1961.
- III. A foreign company can also participate as a member of consortium with an Indian entity mentioned in point I to IV.
- IV. Trust incorporated under relevant Act in India
- V. Proprietorship firm
- VI. Partnership firm (Registered under relevant applicable Act.)

3.1.1 The bidder should have minimum **3 years** of experience of operation of a fleet of atleast **150 Ambulances/ Emergency vehicles** each year (based on GPS & GIS services) in last **5 years**(2014-15 to 2018-19). Copy of Work orders and Certificates of Satisfactory services issued from various central / State Government / Corporations / Boards/ other Autonomous & Statutory bodies to whom services have been provided in past

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needs to be submitted along with the proposal mandatorily. In case of consortium/Joint Venture, the lead member shall be required to fulfill the Technical Eligibility criteria individually.

3.1.2 Bidder should not have been convicted by any court of law for any criminal or civil offences either in the past or in the present. In case of a consortium, the members should not have been declared bankrupt in the past. Bidder will submit an affidavit to this effect.

3.1.3 Bidder will give an affidavit that no investigation by any statutory body / Govt. investigating Agency of any state Govt./ Central Govt. is undertaken or pending against the bidder for the charge having nature of criminal/economic offence/fraud.

3.1.4 Bidder should not have been debarred in last three years from the date of submission of bid by any Central/ State/ Public Sector undertaking in India.

3.1.5 Bidder should not be declared as an insolvent by any Authority or institutions.

3.2 Financial Capacity

- 1. Bidder should have minimum Rs. 50 crores of annual average turnovers during last three Consecutive financial years starting from financial year 2016-17.** Bidder needs to submit audited turnover statements by statutory auditor. For Purpose of verification of turnover, bidder is required to submit a certificate of turnover of concern financial years of Chartered Accountant. The Bidder should submit details of financial capability for the last three (3) financial years as per **Annexure-13**. The Qualifying Bid should be accompanied with the Audited Annual Reports including all financial statements of the Bidder. In case of a Consortium, Audited Annual Reports of all the Members of Consortium should be submitted. The lead member of consortium /Joint venture shall be required to fulfil the 75% sharing of total Annual Average turnover of last three financial years.

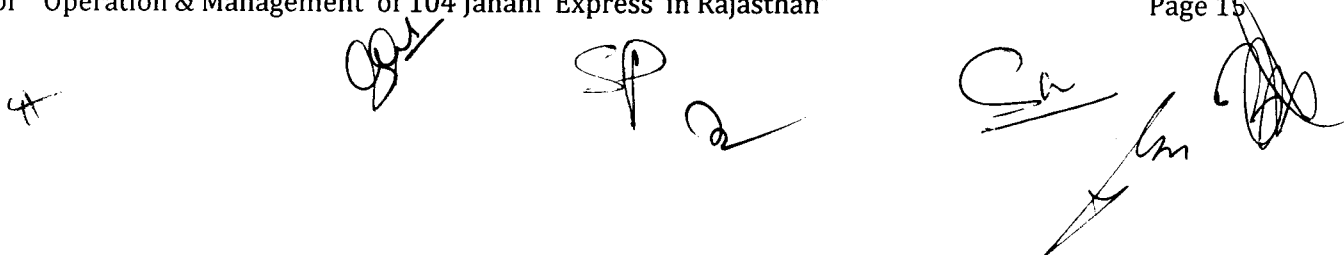
Notes:

- The Bidder may seek qualification on the basis of financial capability of its Parent and / or its Affiliate(s) for the purpose of meeting the Qualification Requirements.
- The Individual firms and Partnership firms shall have to submit a CA audited / CA certified Balance Sheet and other financial statements for evaluation purposes.
- CA Certified copies of all the Balance Sheets whether of Bidder from where the financial strength is drawn has to be submitted along with RFP.

4. Scope of Work

4.1 Management and operation of 104-JE Ambulances/Vehicles Fleet & coordination with Integrated call center& Third Party Auditor:-

This part mainly consists of two sub- parts:-



4.1.1 Coordination with integrated call center & TPA

- **Coordination** with Integrated call center for providing ambulance/referral/transport services
- Coordination with TPA to provide regular reporting/Data Access to ensure & validate overall quality of the program plan.

4.1.2 Maintenance, Management and operation of assets handed over to service provider of 104 Janani Express

- To takeover, operate, manage and maintain a fleet of 600 vehicles of 104 JE as per the vehicle manufacturers maintenance schedules throughout the life of the agreement to prevent any structural or functional deterioration of the assets handed over to the bidder.
- During the "Agreement Period", the Service Provider shall operate and maintain the Program Facilities in accordance with this "Agreement", comply with the provisions of this "Agreement", Applicable Laws and Applicable Permits, and confirm to Good Industry Practice. The obligations of the Service Provider hereunder shall include:
- Total fleet of 104 –JE should be operational all the time, In any condition no ambulance shall be off-road at any point of time. It shall be the duty of Service provider to keep the reserve ambulances to replace the off-road ambulances to maintain the fleet operational all the time. In case it is not done so, Penalty will be imposed as per clause 7 (6).
- Carrying out periodic preventive maintenance of the Program Facilities;
- Undertaking routine maintenance to ensure uninterrupted operation of the Program Facilities;
- Undertaking major maintenance such as ambulance repairs (as per vehicle manufacturers recommended maintenance schedules), refurbishment and necessary up gradation and maintenance of GPS Infrastructure and other equipments time to time.
- Operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Program Facilities;
- The Service Provider shall maintain, in conformity with Good Industry Practice, all ambulances, equipment, building and furniture forming part of the Program Facilities.
- Routine maintenance, upkeep, refurbishment of the vehicles, Re- trade tyres, repaired batteries and retrieved spares will not be allowed in maintenance.
- Major aggregates chassis and complete engine can be changed after due permission from NHM. Entry of this change has to be entered in vehicle registration certificate from District Transport Authority.
- Provide 24 x 7 transports/referral Services through 104/108 toll-free numbers across all districts in the State of Rajasthan.
- The maintenance, management and operation of a fleet of 104 JE provided on Turnkey basis as and when directed by MD, NHM.

NOTE:- Number of vehicles mentioned in this RFP document are indicative only and on the basis of present fleet in Rajasthan. These numbers may differ (may be lesser or higher) from the actual handed over vehicles while handing over.

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5. Program Duration

Duration of the program shall be for 3 years, which will commence from date of signing of agreement. After two & half years it would be evaluated at state level monitoring committee. If services of service provider found satisfactory as per provision of RFP, program duration may be extended for further two years.

If NHM is not willing to continue services before stipulated period of the agreement the same can only be done by giving 2 months notice in writing to service provider. Escalation @ 3% per year on the bid price shall be applicable for 104 Janani Express .

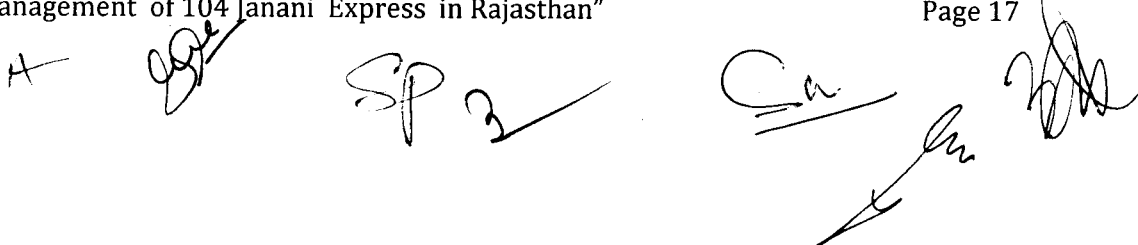
6. Program Deliverables, Milestones & Time Schedule, Responsibility

- Services of 104 JE through call or request placed for ambulance Mobile app for maternal health/ child health related services.
- The basic objective of the project is to cater transportation and referrals to Pregnant females and sick neonates.
- To successfully provide services for all the valid calls received at Integrated call centre or request received through Mobile app for transport/referral services . No valid calls or request received through Mobile app should be left unattended or denied from service. Any denial from services shall be viewed seriously and penal/disciplinary action shall be taken as per the provisions of the agreement.
- To provide 24x7 pre-hospital transportation facility to the pregnant women, sick new borns across the State within Permissible Response Time of Semi Urban- 25 min and in Rural- 35 min. and in dessert areas- Bikaner, Barmer and Jaisalmer other than Semi-Urban Areas- 45 Mins of the call being received in the Call Centre as per clause 9.4
- Develop a mechanism to track details related to human resources like attendance, Roaster, Availability and same should be accessible for NHM in Dashboard.
- State would be better equipped to handle any health crisis by effectively managing the transport /referrals service in the least amount of time.
- Reduction in the number of footfalls in hospitals.
- State would be able to optimize the resources in the Healthcare system – funds, personnel, facilities etc.
- The bidder is to ensure that no discontinuation/interruption in the services occurs and no call is left unserved even while taking over / handing over of the existing project responsibilities.
- Training and Deployment of adequate qualified personnel as per requirement of the services in Head Office, field staff, Drivers and other required staff for running the services efficiently as per RFP.
- Operate and manage further scaling up of the program.

6.1 Procurements

- The Service provider has to purchase/hire/lease and provide additional New/Fresh 104 JE vehicles in similar lines of existing fleet on turnkey basis as and when directed by MD,NHM as per rates approved in agreement for turnkey vehicles.
- Non-consumable items shall become assets of the program which will have to be handed over to the Government on termination/completion of the program. Proper records of such assets will be maintained in the program accounts by the service provider.

6.2 Milestones for taking over the program

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S. No.	Activity	Timeline
1.	Agreement Signing	First Day (Day one)
6	Taking over 50% of fleet of ambulances 104-JE	Within 15 days from signing of agreement
7	Taking over remaining ambulances (104 JE) and installation of GPS & Tablet Device (Rugged) to be mounted	In next 15 days but total within 30 days from the date signing of agreement

6.2.2 Handing over Taking Over shall be done under the supervision of NHM Staff. To avoid disruption to the present operation, Service Provider may take over operations from existing vendors in phased manner. The new service provider will HOTO the vehicles from Old service Provider and will be paid as per vehicle operational date.(Proportionately)

6.2.3 Moratorium Period: - Bidder will have to take over the existing fleet of 600 ambulances/vehicles within 30 days time. In addition to these 30 days, bidder will be given a period of another 15 days as moratorium period wherein penalties will not be imposed. During taking over New Service Provider will be paid for the ambulances /vehicles taken over and for the days for which the taken over ambulances are operated. After these 45 days bidder will have to achieve all the parameters as mentioned in RFP otherwise penalties/deductions shall be affected from claims as per RFP. If Ambulances/Vehicles are not operational till 45 days then penalty of Rs.10000/- (Rupees Ten Thousands only) shall be imposed for each non-operating vehicle per day till the vehicles become operationalised from 46th day onwards.

Note: Moratorium Period shall not be applicable if in case, the existing Service Provider becomes the Successful Bidder in the present bid.

6.2.4 New service provider will have to take over Ambulances on "As is where is" basis and installation of GPS devices will be ensured within initial 30 days time. NHM will not undertake any repair of the ambulances. In case ambulances are received in damaged condition and new service provider undertakes repair; then the repair cost shall be reimbursed to the Service Provider out of a pool of reserve funds of Rs. 2.00 crores. The repair shall be undertaken by a committee having members from Government and Service Provider both. The committee will take a decision regarding repair/quantum of repair and then undertake the repair as the rules and regulations of RTPP Act, 2013.

6.2.5 The Service Provider will be handed over the ambulances which are in roadworthy condition. These are approximately, 600 104 JE. After taking over the ambulances/vehicles service provider will undertake proper upkeep, maintenance, minor repair of the ambulances. The financial proposal of the Service Provider shall be inclusive of these costs also in addition to all other costs related to the implementation of the project.

6.2.6 Gap analysis of all present 104 JE ambulances will be done and any gap found will be funded by Govt. as per clause 6.2.4.. Any discrepancy (shortage and/or repair) in the equipments of the ambulances which are on the part of previous service provider, the liability of the same will be of the previous service provider. The new service provider will then undertake the repair through authorized dealer in accordance with clause 6.2.4.

6.2.7 The previous Service Provider will repair/ meet the shortage in that case. In the absence of discharging such liability on the part of previous service provider, the same shall be done by the new service provider at the cost of previous service provider, which will be recovered by NHM from BG submitted by the

previous service provider. Vehicle wise kilometer reading is enclosed at Ann. 21 for reference of bidders.

6.3 IEC of the Program:-

- IEC activities of the program shall be undertaken by NHM, Medical & Health Department as per requirement.

6.4 Responsibility of the service provider

- 1) Ensuring 100% service to the valid calls received or request received through Mobile app for Ambulance services at the Integrated call center.
- 2) Coordination with service provider running integrated call centres and making available desired records to Third party Auditor.
- 3) Operation and management of the 104 JE Services across all districts in the State of Rajasthan.
- 4) To make sure that proper services are being delivered to valid calls or request received through Mobile app for 104 JE services which are landing on the Integrated call center.
- 5) To ensure availability of transport/referral transport facility through 104 Janani Express vehicles to all valid calls or request received through Mobile app which call has been received at the Integrated call centre.
- 6) The facility through 104 Janani Express shall be provided within the given response time as per RFP.
- 7) Service provider shall be provided with the approximately 600 104 Janani Express vehicles.
- 8) Service provider shall be given a list of all Medical Institutions like Medical College Hospitals, District Hospitals, Sub Divisional Hospitals, CHCs and PHCs and Service Provider will map its ambulances according to location of these institutions in consultation with NHM.
- 9) The service provider will have to cater to all cases of all areas of Rajasthan in the prescribed response time as per clause 9.4. Presently all ambulances/vehicles are deployed at strategically selected locations however, relocation of these ambulances may be considered in order to provide services within response time and to Provide technological, leadership, administrative and managerial support in open and transparent manner to produce mutually agreed outcomes. Relocation of any ambulance/vehicles is permitted on the basis of approval of respective District Collector/DHS keeping in view, the need and load at respective facility. It is the responsibility of the Service Provider to make justified proposal with reasons for such relocation and present it before the respective District Collector / MD, NHM for approval.
- 10) (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) 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.
- 11) **Shall not accept any commission, discount or similar payment for his own benefit 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.**
- 12) Service Provider is 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 program and "fraudulent practice" means misrepresentation of facts in order to influence implementation process of the program in detriment of the Government.
- 13) Recruit, train and position qualified and suitable personnel for implementation of the program at various levels. The staff so engaged/recruited/appointed shall be exclusively on the pay rolls of the Service Provider and shall under no circumstances this staff will ever have any claim, whatsoever for appointment with the Government. Service Provider shall not assign or sublet his contract or any substantial part thereof to any agency.

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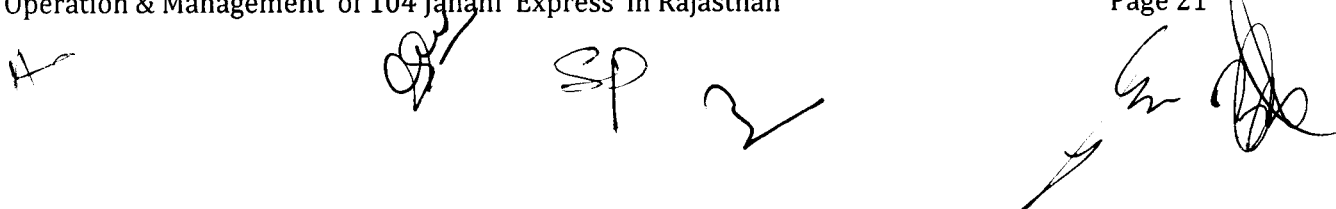
- 14) It will be mandatory that the bidder shall be fully responsible for adhering to the provisions of various applicable laws including **Motor Vehicle Act, Labor laws and Minimum Wages Act**. In case the Service Provider fails to comply with the provisions of applicable laws and thereby any financial or other liability arises on the Government by Court orders or otherwise, the Service Provider 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 Rajasthan Public Demands Recovery Act, 1952 or other laws as applicable on the occurrence of such situations. Service Provider has to comply with provisions of Labor Law, Minimum Wages Act, PF rules and ESI Act, Group Insurance cover (with accidental benefit of Rs.5.00 lacs in case of death) and other labor welfare laws of land while appointment, continuation, termination during the job. These laws shall also be complied by the Service Provider in case any accident/ mishap/death/injury/disability occur to any of the staff.
- 15) Any legal liability arises after signing of agreement or during contract period because of implementation of Law, compliance of directions of Courts shall be solely responsibility of service provider.
- 16) Deploy trained, professional, well behaved manpower in these ambulances (Driver in 104 Janani Express) with uniform and ID cards as prescribed in the ambulance and transport them to the nearest / required as per condition of beneficiaries to Government /authorized private Hospital & provide referral transport services to pregnant women and , sick children up to 1 year with the help of Janani Express vehicles within the shortest possible time adhering to the response time standards as per RFP clause 9.4.
- 17) Provide GPS monitoring for these vehicles & **coordination with** service providers operating Integrated call center & Monitoring & Audit by third party (complete solution as detailed in the RFP)
- 18) The 104-JE ambulances is monitored on the basis that all valid calls or cases should not be left unattended and corresponding services should be made available. Service Provider will be penalized if any service is denied or call is not attended or service is provided late or not as per norms mentioned in clause 7.
- 19) Assist the Government when required in accreditation of hospitals in the State and such other matters from time to time.
- 20) Conduct First Aid training programs for drivers before deploying .
- 21) Strive for continuous improvement in management of 104 JE Services and shall ensure proper and timely monitoring of the services.
- 22) Operation and Maintenance of /vehicles as per the vehicle manufacturers maintenance schedules throughout the life of the agreement to prevent any structural or functional deterioration of the assets handed over to the Service Provider according to the guidelines laid down by the Government.
- 23) To maintain 99.99 per cent up time of the complete GPS based system in coordination with Integrated call centre along with real-time tracking of all vehicles otherwise penalty will be imposed as per clause 7.
- 24) Recruit and train human resource required for existing as well as the anticipated expansion of the project. Training norms/ courses for Drivers (technical personnel) shall be duly approved by the Government.
- 25) To maintain all information/ records for the project period and submit various reports in given format (eg. GPS tracking Records of Vehicles , Trips etc.) and information within the stipulated timeframe as desired by the Mission Director/ Project Director , National Health Mission as well as District wise reports to respective CMHO/District Health Society.
- 26) The Service Provider shall be subjected to periodical System of internal, Data, IT and financial Audit. The audit shall be conducted by Third Party Auditor appointed by NHM. The expenses for conducting such audit would be borne by NHM. The Service Provider shall be liable to provide all required documents, access to system and data for audit purpose.

- 27) The Service Provider is required to submit the suggestion of the ambulances/vehicles' location based on real user data every quarter to make ambulance reach to patient as soon as possible, in order to provide services in all areas of Rajasthan with valid Justification. This submission would be subject to approval by Mission director NHM/District collector to change the locations of the ambulances/vehicles.
- 28) The service provider shall ensure to fill BTR (Beneficiary Trip records) for 104 –Janani Express form electronically and physically as per **Annexure 20** for each and every patient/Beneficiary transported in the ambulance. At the end of the month the service provider shall submit a certificate duly certified by the BCMO that he has seen and checked all the BTR forms for the patients/Beneficiary transported in that particular month for all the 104-Janani Express in that particular block. Service provider shall ensure to fill three copies of the BTR form out of which one shall be handed over to hospital at the time of handing over the patient, second shall be kept in ambulance and third shall be sent to head office of Service Provider . It will be that every month Service Provider shall submit a report about the certified BTR forms received at its state office to NHM Rajasthan. In Case Service provider fails to submit certified PCR payment for such vehicles will not be processed & similarly fails to submit certified BTR (Beneficiary Trip records) for 104 –Janani Express than Trip will not be considered as a valid trip and trip Deduction will be imposed as per clause 7 .
- 29) Any other medical emergency in case, 108 Ambulance of same area is busy or Mass casualty reported.
- 30) Linkage/ Coordination with Other Departments**
- 31) **Infrastructure:** The Company is required to locate and maintain the building (may be hired) and other infrastructure throughout the life of the agreement to prevent the structural and functional deterioration that can impede the service delivery as years passes by. The company shall also ensure that the ownership of government of Rajasthan in assets created out of government fund is protected
- 32) The service provider shall have to submit the reports in the form and format desired by the Department/ NHM.

6.5 Statutory Compliance: the Service Provider is responsible for the compliance of the statutory requirement under any law in respect of any asset and operation. The Service Provider shall be held responsible in case of any penalty, loss or other legal consequences arising out of non-compliance.

6.6 Responsibility of National Health Mission / Government of Rajasthan

- 1) National Health Mission /GOR shall provide appropriate assistance where required so as to benefit maximum people of Rajasthan.
- 2) Timely settlement of claims at the agreed terms in accordance with the provisions of the agreement. Claims shall be presented to District Health Societies and payment shall be made by the respective District Health Societies.
- 3) To provide space for stationing of the Ambulances at strategically located places across the State.
- 4) To conduct regular monitoring and evaluation of the project activities based on quantifiable indicators and reports received from the service provider.
- 5) Prescribe various formats for reporting progress of the project Service.

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6.7 Investment and ownership

All movable and immovable assets created in the project will be the property of RSHS (NHM), 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 in proper working condition. Service Provider shall ensure to send the detailed information on monthly basis of the assets procured in that particular month.

7 Operational Parameters and Penalty Clauses

104 Janani Express:-

The Service Provider shall ensure that all call/request/case intimated at the call center from any area of the Rajasthan should be catered to and also in the given response time as mentioned in clause - 7

- (a) Total fleet of 104 –JE shall be operational all the time, In any condition no ambulance shall be off-road at any point of time. It shall be the duty of Service provider to keep the reserve ambulances to replace the off-road ambulances time being as to adhere the norms / provision as Mentioned in RFP.
- (b) In case this level of services is not achieved/104 –JE reported off-road /non-functional then a proportionate deduction towards non-running of ambulances shall be affected from the claims. 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 outputs and the penalty will be determined by a committee consisting of Mission Director, National Health Mission, Director (RCH), Project Director (NHM) and Director (Finance, NHM).
- (c) 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 Performance Security also.
- (d) If the Service Provider feels aggrieved with any of the decision/decisions of the above committee, it may proceed further with the issue as per the clause 10.6 for Settlement of disputes and Arbitration.
- (e) If an ambulance is condemned after following due procedures as per rules (GF & AR) or total loss because of an accident then the service provider has to provide Ambulance on rates agreed as per agreement on turnkey basis.

Insurance & Fitness of the Ambulances for whole of the contract period:-

The Service Provider selected through this bidding process shall ensure to transfer the old insurance & Fitness certificates from previous service provider's name to its name.

S.No	Description of Penalty	Amount of penalty to be imposed
1	Permissible Response Time as per clause 9.4 : (104 Janani Express) Semi Urban- 25 min , Rural- 35	If an ambulance gets delayed from the prescribed response time then the penalty would be Rs. 50/- per minute after the prescribed response time. The seconds in delayed response time would be rounded off to minutes as following manner:

	min. and in dessert areas- Bikaner, Barmer and Jaisalmer other than Semi-Urban Areas- 45 Minutes. Note:- Ambulance Response time will be calculated from the time ambulance driver receives the booking details through driver app or sms or call to the time ambulance reach Incident location.	Upto 29 seconds, it would be added as 0 minute in delayed response time. Upto and more than 30 second delay, it would be added as 1 minutes in delayed response time. For eg, If ambulance is delayed by 1 minute 29 seconds from the prescribed response time then the penalty for this case would be Rs. 50. If ambulance is delayed by 1 minute 30 seconds or one minute 31 seconds then the prescribed response time then the penalty for this case would be Rs. 100/-.However subject to maximum of Rs.3000/- Note:- Driver mobile App installed in mobile phones mandatory to capture the movement from base location, to patient location, to hospital location and back to base location. A mobile application is mandatory for ambulance drivers (104 –JE) for log their trip details, so that trip time (Response time) calculations can be accurate. This data shall also integrate with data base and available on MIS report. In case, if it is not done so then trip shall not be counted as a complete/valid trip. No manual entry shall be encouraged in any condition. Note: - Cumulative delay of 60 minutes per 104-JE per month is allowed only in Drop back cases of post-Sterilization & Delivery. If delay in Response Time exceeds than as mentioned in clause 9.4 and allowed relaxation of 60 minutes per ambulance per Month is also exhausted then a penalty of Rs. 50 will be deducted on case to case basis for delay of every 1 minute thereafter.						
2	Permissible time for driver to start moving the 104-Janani express.	Ambulance start time within permissible limit =2 Minutes) 1. More than 90% cases = No Penalty 2. 80 to 90 % cases = Rs. 100 /case 3. Less than 80 % cases = Rs. 200 / case						
3	In case a valid call / Request placed through app is not serviced as per RFP requirement then Call verification penalty will be applicable. All Calls received at the call center shall be scrutinized and checked by Third party auditor. Verified calls shall be again verified by Level -2 team Control room Audit operators hired by TPA (Third party auditor) for monitoring of various parameters	Call verification penalty will be calculated & imposed on monthly basis for each and every unserviced call reported through Third party audit (Audit of call center data & re- verification @ control room) as below:- <table> <tr> <th>Sr. No.</th><th>SLA</th><th>Penalty</th></tr> <tr> <td></td><td>The prime requirement of this RFP is that all valid calls received at the call center should be provided with the required service as per RFP provisions. If it is found in</td><td>Penalty @ Rs. 2000/- per 104 JE(Home to Hospital, Hospital to Hospital) &Rs. 1000/-per 104 JE(Hospital to Home) related unserviced valid calls Reported through</td></tr> </table>	Sr. No.	SLA	Penalty		The prime requirement of this RFP is that all valid calls received at the call center should be provided with the required service as per RFP provisions. If it is found in	Penalty @ Rs. 2000/- per 104 JE(Home to Hospital, Hospital to Hospital) &Rs. 1000/-per 104 JE(Hospital to Home) related unserviced valid calls Reported through
Sr. No.	SLA	Penalty						
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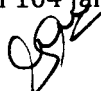
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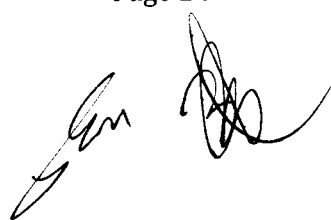
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	including Call verification, Response time ,GPS, Vehicle Maintenance ,Call response, Ambulance booking time, at Swasthya Bhawan State Head Quarters on random sampling of minimum 10% of total valid calls , 01 % Invalid- (Prank ,Nuisance etc.) & Others (Missed call ,Disconnected calls etc.) Received at call center on daily basis. If it is found that the required services are denied/not provided to the call or the call is not successfully closed due to the fault of service provider running 104-JE then penalty will be imposed for each and every Unserved call. It is responsibility of Service provider running 104 -JE to coordinate with integrated call center to ensure service to beneficiaries with in Response time as mentioned in RFP. Formula for 11 % call auditing @ TPA control room shall be finalized by NHM as per call Logs.		the verification that any valid call is not provided with the required service or is denied from the service then penalty shall be imposed as mentioned in penalty column.	TPA (Third party auditor). Number of unserved calls shall be reported through TPA (Third party auditor).
4	Any shortfall/ default found on inspection by RSHS (NHM)/ authorized District representatives. (104 Janani Express) On the basis of inspection conducted by NHM as defined in RFP.	Categories of shortfalls:- Would be applicable as per Annexure 22 .Penalty would be imposed for each default mentioned, 104 Janani Express .	Penalty of Rs 500/- for first time for every category of shortfall and subsequently would be doubled on each inspection for the shortfall already reported and as mentioned earlier in new case Penalty of Rs 500/- for first time for every category of shortfall (Individually for every category of shortfall)	
5	Submission of information desired by NHM, GoR in stipulated time frame.	Penalty of Rs 1000/- will be imposed per day per information, once the stipulated time is lapsed specifically mentioned in letters and email. Same penalty shall be imposed for incorrect /incomplete information.		
6	If the ambulances/ vehicles are not maintained as per the vehicle manufacturer maintenance schedule penalty @ Rs. 1000/- for default in per category as per R-10 of Ann. 14 (it is inspection based) shall be deducted from the claims of the service provider.			

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	If Off road without permission of concerned (competent) Authority then Payment will be deducted of the monthly bid price/ Ambulance/ day proportionately for the number of days the ambulance has remained off road as per Repair Maintenance Schedule-Annexure -23.
7	If any GPS unit is frequently non-functional then replacement/repair of such GPS units should be ensured within 1 day, otherwise penalty will be imposed at the rate of Rs 1000/- per day per GPS unit from 1 st day onwards(For 104 Janani Express) . GPS penalty will be calculated on the basis of GPS monitoring done at state level and same will be informed to respective districts for the deduction of calculated amount from the claims of service provider. GPS penalty will not be deducted for off-road vehicles shown in daily report of the Service Provider.
8	4 Trips per day per 104 JE (Average 4 trips per day/per 104 JE will be mandatory). Proportionate trip penalty/ deduction would be imposed if average trip is less than 4 in a month for whole fleet of 104-JE.

8. **Financing of the Program:**

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 invoices by the service provider. **No advance financing/payment shall be done under any circumstances.**

8.1 Sanctions and Transfer of funds to the service provider: Transfer of funds shall be done from District Level to the Service Provider.

Payments to the Service Provider shall be made on Monthly basis and based on the system generated reports from state and verification reports from districts.

The Service Provider shall submit invoices/bills along with documents as indicated at Ann. 18 monthly at district headquarters. The Service provider will first submit the invoices in scanned copy online and hard copy of the same within 24 hours to the respective District CMHO.

A monthly report will be generated and will be sent to all districts. For this purpose the level-1 & 2 team (deputed under the supervision of NHM State Head quarters)of third party auditor shall analyze the reports generated on daily basis. The Level-2 team of TPA will reverify minimum 11% call recordings of total valid calls eg.10% of total valid calls , 01 % Invalid- (Prank ,Nuisance etc.) & others (Missed call, Disconnected calls etc.) received at the call center on daily basis and a provisional daily payable amount shall be calculated after accounting for the penal provisions as mentioned in the RFP clause 7. Such daily generated amount will be prepared after accounting for the penal provisions except point number 4,5, 6 and 8 of the penalty table mentioned in penalty clause 7.

The districts will report the State HQ about penalty and /or proposed deduction to be affected from the claims of the Service Provider within 5 working days w.r.t point number 4,5 and 6 of the penalty table mentioned in penalty clause 7. After taking into account the penalties and/or proportionate deductions reported by IT team at NHM HQ, the genuineness and calculations of claims raised in the invoices by the Service Provider and penalties/ deductions (if any) on the basis of verification report of districts as per the provision of the RFP the district CMHO will issue the sanction and transfer the funds to the Service Provider.

Level 1 team of third party auditor shall audit all the calls /requests received at integrated call center. Thus based on audit of various parameters (Audit of all reports by level 1 team of TPA & re-verification of 11 % of calls by level 2 team of TPA) as mentioned in clause 7, Penalty / deduction shall be made from invoices submitted to districts CMHOs.

A separate software to process the payments shall also be developed by Third Party Auditor to avoid any unwarranted delay in payments.

For any payment/penalty related issues the Service Provider may submit representation to CM&HO/DHS or MD,NHM in case of any clarifications.

9 Inspection of ambulances/vehicles:- Any Physical verification undertaken by any authority designated by MD, NHM at random or on regular basis. The inspection shall be undertaken on a checklist prescribed by NHM. Regular inspections shall be undertaken by the district authorities using a mobile application developed by TPA and the report of the said inspection can be viewed on line by the district and state authorities and the service provider. It will also have a provision of calculation of the penalty on the basis of the checklist and the provisions of the agreement. The calculated amount of penalty for a particular ambulance for one inspection shall immediately be intimated to the district and same deduction shall be affected from the claims of the service provider.

NHM may undertake inspection of any of the ambulance and call center by the officers nominated by MD, NHM and shortcomings noticed in the report may result in imposition penalty as per provisions of the agreement. NHM may also undertake verification of calls and OPD numbers in the hospitals (of the patients intimated to be admitted 104 Janani Express); in case any shortcomings noticed in the report it may result imposition of penalty as per provisions of the agreement. In case of any mismatch, payment related to that particular case shall be deducted from the claims of the service provider.

9.1 Cross check by Service Provider and re-inspection by NHM:-

On the basis of inspection report, the service provider shall undertake a cross check of that particular 104 JE and rectify the shortcomings within 7 days of the receipt of the inspection report. After the rectification, the designated officer of the service provider will re-inspect the ambulance and submit the re-inspection report using same mobile app and the report of this inspection can be viewed on line by the district and state authorities and service provider of 104 JE ,Integrated Call Centre and Third Party Auditor. The Cross check report will confirm the rectification done by the service provider of 104 JE which will be further verified by the inspector of NHM. If all the shortcomings found rectified by the inspector of NHM then he/she will send a confirmation report to the State & district authorities and to service provider of 104 JE ,Integrated Call Centre and Third Party Auditor. If some/all of the shortcomings are still noted or if the service provider fails to cross check/rectify the shortcomings then penalty shall be deducted from the claims as per penalty clause7.

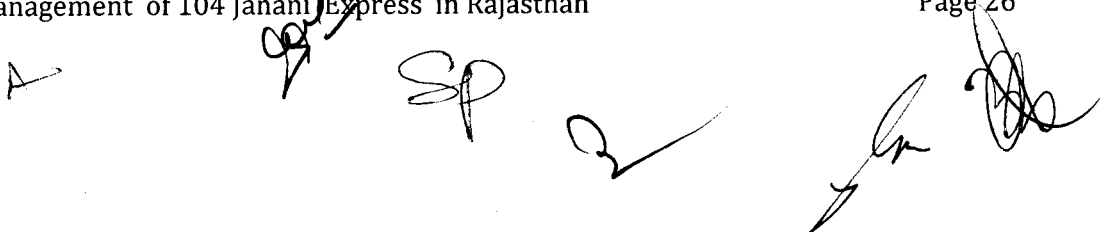
Note: In any case the inspection of each ambulance shall be done on weekly basis by district authority.

9.2 Non- Emergency referrals by 104:-

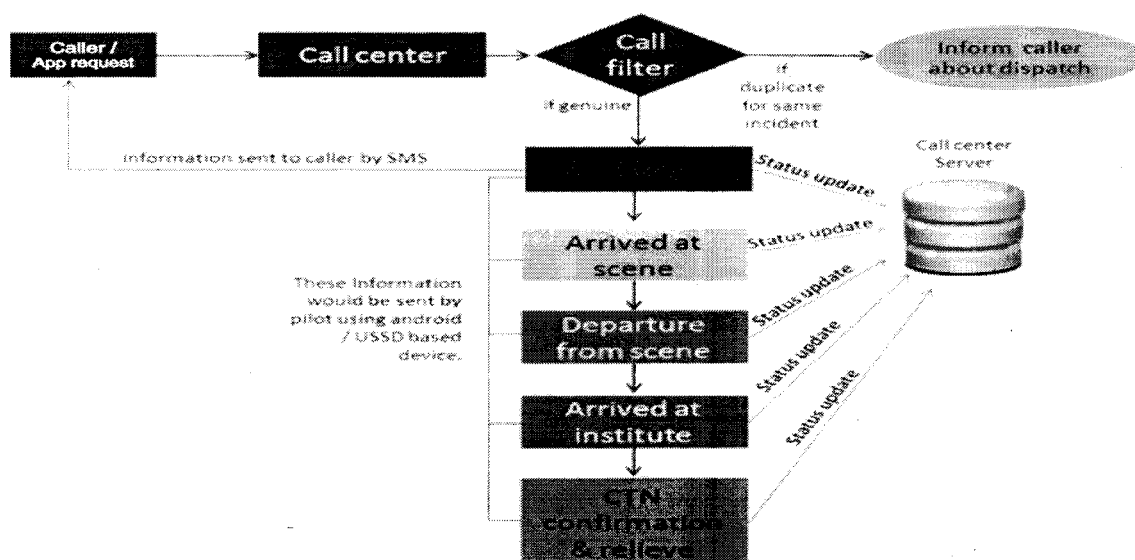
- a. Non- emergency referral to a beneficiary i.e. Consultations/ Diagnosis at higher facilities.referral slip from the MoIC/ Specialist of the institution indicating need for such referral is required.
- b. Referrals As per directions/Guidelines issued by NHM time to time.

9.3 Hardware Requirements

1. GPS device should have capacity to store approximately 3000 records during "No Network Connection" situation. Specifications as per **Annexure -26**
2. Rugged Tablet to be mounted for Driver Mobile App and BTR reporting.

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3. Ambulance Dispatch Flow:



Note: CTN (Confirmation Token Number) can be OPD/IPD Registration Number. Discharge ticket number and referral slip can be used in case of drop back/referral by Janani Express vehicles.

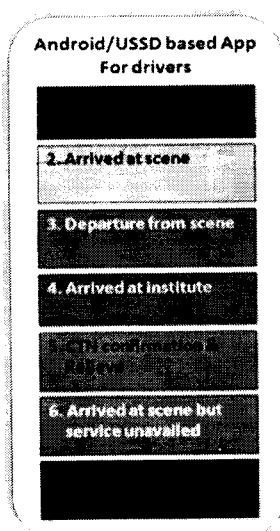
Process details:

Sr. No.	Ambulance Status	Description
1	Dispatched	Case assigned to ambulance and it started movement towards patient location.
2	Arrived at scene	Ambulance is reached at the patient location.
3	Departure from scene	Ambulance takes the patient and started movement towards health institute/centre.
4	Arrived at institute	Ambulance is reached at health institute/centre with patient.
5	CTN confirmation & relieve	Driver will enter OPD/IPD/ Emergency Registration Number/Hologram Number through their mobile application to the server. (now ambulance status is changed from Busy to Available for next case)

For Ambulance Drivers: A mobile application for ambulance drivers shall be mandatory to log their trip details, so that trip time (Response time) calculations can be accurate. This data will be integrated with data base and available on MIS report. In case it is not done proportionate deduction shall be imposed for

the day when it was reported non functional from the claims of Service Provider. No manual entry shall be allowed in any condition. Driver is required to prepare BTR in electronic format only, using mobile app. An automated call / SMS will be sent to the destination hospital by the EMT app as soon as EMT staff enters the nature of emergency in the app by tap of a button.

- a) Functional status of Driver mobile app in vehicles along with GPS status of vehicle will be monitored in real time at control Room of NHM. Sample screen of driver mobile app is given below :



- i. Dispatched
- ii. Arrived at Scene
- iii. Departure from Scene
- iv. Arrived at Institute
- v. CTN confirmation & Relieve
- vi. Arrived at scene but service unavailed: Vehicle arrived to incident location but patient already moved to the hospital using other vehicle.(Note:- Nos. of unavailed trips shall be reported on Monthly basis before submitting invoices with proper justification-Within response time/ Beyond response time with BTR)
- vii. Vehicle status update (Off-Road): Toggle button for Off-Road/On-Road (Driver mobile app shall be used for real time update , if fails to do so off-road penalty will be imposed as per clause 7

4. Regular AMC of hardware / security / communication channels etc. for the smooth operations of the ERS and GPS. Hand-over of complete operational Vehicles at the end of the project period/ termination/ discontinuation services.

9.4 Performance Standards for Ambulances

- (a) The ambulance has to reach the site of requirement within the response time of receiving such calls at the

Emergency Response Center in all of the cases. Response Time standards shall apply to all emergency ambulance/vehicle requests requiring a response as determined by the Emergency Response Center (ERC) using call screening and dispatch protocols approved by the Department and only such calls shall be used for the purposes of determining response time compliance calculations.

(b) Any delay in adhering to the Response Time and Patient Transport Times standards shall be recorded and reported by the Third Party Auditor to Department and deductions shall be effected from the claims as per penalty clause 7.

(c) Response Time calculations shall be calculated as:

- i. Time of Call Received on Ambulances- shall be defined as the time at which the Ambulance Driver received the booking details through DMA , SMS or call or any other source.
- ii. Time of Arrival on Scene – shall mean the time at which an ambulance/JE crew (the pilot) notifies the ERC through DMA that the ambulance has reached the point to the Patient.
- iii. Response Times for Urban, Rural and Desert areas respectively are as given below:

Semi Urban- 25 min
Rural- 35 min
Desert areas- Bikaner, Barmer and Jaisalmer other than Semi-Urban Areas- 45 Mins.
- iv. Semi Urban ,Rural and dessert areas will be defined by the location of the patients/site of emergency. In case of multiple response i.e. more than one vehicle arriving at the scene, the response time shall be recorded for the first vehicle arriving on scene.
- (iv) Response time standards may be suspended in case of a multi casualty incident or disaster in case Department calls on the vehicles to aid.
- (v) Response time will be determined based on GPS reports. The proportionate deduction shall be imposed if in any case Manual entry is reported scene reach time for the day on which manual entry is made.
- (vi) **GPS tracking in dark Zones:-** Service provider shall ensure installation of dual SIM GPS device in the areas which are with no connectivity or are identified as dark zones. If both SIMs fails to catch signals and GPS remains non-functional due to this then for these areas response time and other related information shall be worked out on the basis of history tracking and replay tracking.
- (d) **Trip Calculation for 104 Janani Express as:**
Minimum cases of 4 (four) per day per Ambulance which would be calculated for the state as a whole for the number of Ambulances deployed. In case if the average cases achieved in a month calculated on State average is less than 4 per day, then proportionate deduction from the service fee for the month shall be made.

10. General Terms & Conditions of Contract

10.1 Monitoring & Evaluation

- a) The performance shall be reviewed by Mission Director, National Health Mission as and when required and by Additional Chief Secretary/Principal Secretary, Medical & Health Department as and when directed.
- 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 may be undertaken by National Health Mission.
- e) Regular monitoring of the services shall be undertaken by District / State NHM.

10.2 Saving Clauses

In the absence of any specific provision in the agreement on any issue the guidelines already issued/to be issued by the Mission Director, NHM, Government of Rajasthan shall be applicable and binding on the service provider.

10.3 Force Majeure:

(a) While running 104 JE Services, the Operator shall not be allowed to suspend or discontinue Emergency Medical Services during occurrences of emergencies or Force Majeure Events. Provided, in such circumstances of emergencies and Force Majeure Event, if the Performance Standards are not complied with because of any damage caused to Ambulance vehicles or any of the Project Facilities or non-availability of staff, or inability to provide services in accordance with the Performance Standards as a direct consequence of such Force Majeure Events or circumstances then no penalties applicable for the relevant default in Performance Standards would be applied to such particular defaults. Provided further, unless the Force Majeure event is of such nature that it completely prevents the operation of Ambulances, a suspension of or failure to provide Emergency Services on the occurrence of a Force Majeure event will be an Event of Default and Department may terminate this Agreement without any termination payment being made in respect thereof.

(b) Department agrees to reimburse the cost of repair or replacement of any Ambulance or equipment in respect thereof that is damaged as a direct consequence of a Force Majeure Event, to the extent that such cost was not covered by the relevant insurance policies that were obtained by the service provider except Turnkey Ambulances.

(c) On the occurrence of any Force Majeure Events or implementation of any disaster management operations or law and order emergencies, Department may give instructions to the Operator including requiring deployment of certain number of Ambulances in specific locations, in such circumstances, the Operator shall comply with such instructions and will be excused from adherence to relevant performance standards.

(d) 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:-

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

10.4 Termination /Suspension of Agreement

(a) The Government may, by a notice in writing 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--

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- (i) Shall specify the nature of failure, and
- (ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- (b) The Government after giving 30 days clear notice in writing expressing the intention of termination by stating the ground/grounds on the happening of any of the events (i) to (iv), may terminate the agreement after giving reasonable opportunity of being heard to the service provider.
- (i) 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.
- (ii) If the service provider becomes insolvent or bankrupt.
- (iii) If, as a result of other than force majeure conditions, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
- (iv) 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.
- (c) In the event of premature termination of the contract by the Government on the instances other than non-fulfillment/ non-performance of the contractual obligation by the agency, the balance remaining un-paid amount on account of capital expenditure as on the day of termination shall be released within six months from the date of such termination or the issues are settled whichever is later.
- (d) **Handover at the time of exit from the Project:-**
The assets shall have to be handed over to the Government on completion/termination of the agreement in proper working condition. Service Provider shall ensure to send the detailed information on monthly basis of the assets procured in that particular month.

In case of 104 JE (Government owned), they have to be handed over back to NHM/Govt. in operative and road worthy condition along with the tools provided by RSHS (NHM) or purchased by the Service Provider during currency of the agreement; normal wear and tear is permissible. In case the 104 JE is found non road worthy then the ambulance will be repaired at the risk and cost of the Service provider. In addition to this service provider will be imposed with a penalty @ Rs. 1000/- per day for the number of days the 104 JE remain off road due to improper upkeep and handover in non- roadworthy condition.

10.5 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.

10.6 Settlement of Disputes

10.6.1 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 constituted as below:-

1. Principal Secretary Medical and Health, GoR.
2. Representative of Secretary Finance, GoR.
3. Representative of Secretary Law, GoR.
4. Representative of Secretary IT, GoR.

If either of the party is not satisfied with the decision of above committee it may refer the matter for arbitration as per clause 10.6

10.6.2 Arbitration

If dispute or difference of any kind arises between the NHM and the Service Provider in connection with or relating to the agreement, the parties shall make every effort to resolve the same amicably by mutual consultations.

If the parties fail to resolve their dispute or difference by such mutual consultations and even after the decision of Dispute Settlement Committee decision then either party may give notice, within thirty days of decision of Dispute Settlement Committee, to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer as the arbitrator to be appointed by the NHM. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he/she shall be replaced by another person appointed by NHM to act as Arbitrator.

Work under the agreement shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable shall be withheld on account of such proceedings unless such payments are the direct subject matter of the arbitration.

Reference to arbitration shall be a condition precedent to any other action at law.

Venue of Arbitration: The venue of arbitration shall be Jaipur, Rajasthan.

10.7 Jurisdiction of Court

Legal proceedings if any shall be subject to court at Jaipur (Rajasthan) jurisdiction only.

10.8 Reporting

- The Service provider shall have to submit the reports in the form and format desired/designed by the Department/NHM as & when required in form/format of Excel, MS word etc.
- All reporting shall be done as mentioned in Ann.14 and as and when required by MD,NHM or respective District authorities.

11. INSTRUCTION TO BIDDERS

11.1 Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete bidding document shall also be placed on the State Public Procurement Portal, e-Procurement portal and departmental website. The prospective bidders shall be permitted to download the bidding document from the websites and pay its fees while submitting the Bid to the procuring entity.

11.2 Pre-Bid Meeting/ Clarifications

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid conference is also scheduled as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the result of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

11.3 Changes in the Bidding Document

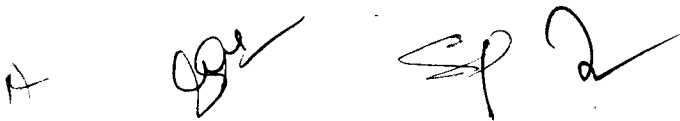
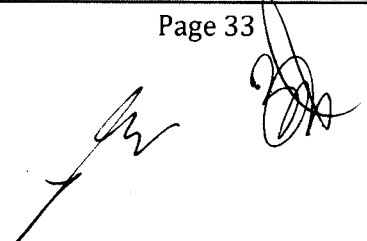
- a) At any time, prior to the deadline for submission of Bids, the procuring entity may, for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any bidder who has submitted his bid in response to the original invitation shall have the opportunity to modify or resubmit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of bids, when changes are made to the bidding documents by the procuring entity:
- e) Provided that the bid last submitted or the bid as modified by the bidder shall be considered for evaluation.

11.4 Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its bid.

11.5 Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents including the bid document should be uploaded digitally signed with the DSC of authorized signatory.
- c) A Single stage- Two part/ cover system shall be followed for the Bid: -
 - a. Technical Bid, including fee details, eligibility & technical documents
 - b. Financial Bid

The image shows four handwritten signatures or initials in black ink. From left to right: a small 'A', a signature that appears to be 'G', a signature that appears to be 'SP', and a signature that appears to be '2'.The image shows two handwritten signatures in black ink. The one on the left is a signature that appears to be 'T', and the one on the right is a signature that appears to be 'D'.

d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Mandatory Fee Details		
1.	Bidding Document Fee, Bid Security, RISL Processing Fee. The responding Firm / Agency a) Should have made a payment of Rs. 1,00,000/- (Rupees One Lakh only) for the Bidding Document Fee b) Should have submitted a Bid Security as mentioned in the NIB. c) Should have submitted RISL Processing Fees of Rs. 1000/-	Instrument/Proof of submission (PDF)
Eligibility Documents		
2.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-2 (PDF)
3.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
Technical Documents		
4.	Documents required for Technical Evaluation as mentioned in technical evaluation criteria	Documents as per technical evaluation criteria
5.	Certificate of Conformity/ No Deviation	As per Annexure-4 (PDF)
6.	Tender Form	As per Annexure-5 (PDF)

b) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-6 (PDF)
2.	Financial Bid – Format	As per BoQ (.XLS) format available on e-Procurement portal

c) The bidder should ensure that all the required documents, as mentioned in this bidding document, have submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format contents may lead to the rejections of the Bid submitted by the bidder.

11.6 Cost & Language of Bidding Document

- The bidder shall bear all costs associated with the preparation and submission of its bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the procuring entity, shall be

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written only in English Language. strictly on the forms provided in this RFP.

- c) The Proposal with all accompanying documents (the “Documents”) and all Communication in relation to or concerning the Selection Process shall be in English language.

11.7 Alternative/ Multiple Bids

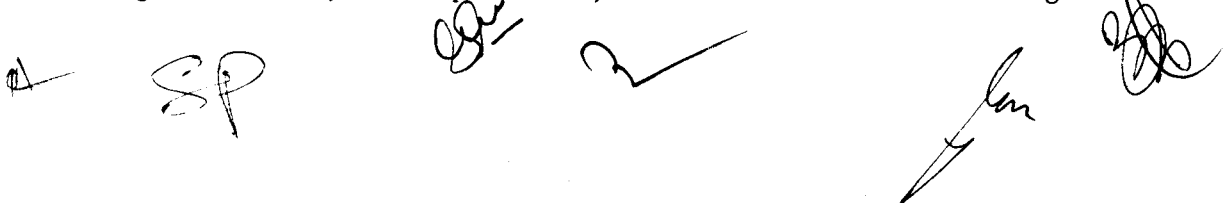
A bidder is eligible to submit only one proposal for the project. A bidder company bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be. Alternative/ Multiple Bids shall not be considered at all.

11.8 Bid Security

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB. The total estimated Project Cost Rs. 200 Crores (Rs. Two Hundred Crores Only) for three years and 4.00 crores (Rs. Four Crores only) have to be submitted by bidder as 2% bid security in the form of Banker’s Cheque/ Demand Draft/ BG in favor of “Rajasthan State Health society”. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

In the absence of the Bid Security, technical proposal of the bidder shall be rejected. The Bid Security shall be kept valid through the bid validity period and would be required to be extended if so required by the department.

- a) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- b) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- c) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
- when the bidder withdraws or modifies its bid after opening of bids;
 - when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- d) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- e) No interest shall be payable on the bid security.

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- f) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- g) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - i. the expiry of validity of bid security;
 - ii. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - iii. the cancellation of the procurement process; or
 - iv. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

11.9 Deadline for the submission of Bids

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding documents are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

11.10 Withdrawal, Substitution, and Modification of Bids

- a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
- b) Bids withdrawn shall not be opened and processes further.

11.11 Opening of Bids

- a) The Bids shall be opened by the bid opening committee constituted by Procuring entity on the date and time mentioned in the NIB in the presence of the bidders or their authorized representatives who choose to be present.
- b) The bid opening committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The bid opening committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to procuring entity).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -

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- i. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - ii. bid is valid for the period, specified in the bidding document;
 - iii. bid is unconditional and the bidder has agreed to give the required performance security; and
 - iv. other conditions, as specified in the bidding document are fulfilled.
 - v. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

11.12 Selection Method

Bidder would be selected on the basis of Least Cost Based Selection Method (LCBS) i.e. L1 method as specified in "Financial Evaluation Criteria" of clause titled "Evaluation & Tabulation of Financial Bids", wherein an eligible bidder with adequate technical competence and the most competitive (lowest or L1) rates / quote would be selected for the implementation of the project.

11.13 Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

11.14 Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. "deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-

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1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
- ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
 - e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Technical Evaluation Criteria

The bids received online up to due date and time as mentioned in the NIB/addendum will only be considered for evaluation.

Evaluation of Technical Proposals

In the first stage, Part A (Technical Proposal) shall be opened online and the eligibility shall be assessed as per the set criteria given in the RFP. Financial Part of only those bidders will be opened who are found substantially in order of the RFP stipulations and qualifies the technical proposal. Committee reserves the rights to disqualify any or all bidders reasons thereof even though the bidder/s qualifies the eligibility criteria laid down in the RFP in clause 3. The decision of the committee shall be final binding on the bidders.

Evaluation of Financial Proposal:

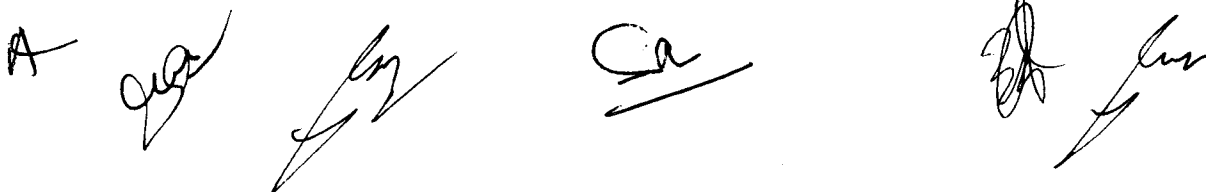
- a. The financial bid opening shall be done for only those bidders who shall qualify technically as per the criteria laid down in the RFP.
- b. It is highlighted that the bidder quoting the most advantageous bid (all two cumulatively Ambulances bids) would be judged as Successful Bidder. The total operational cost will be submitted according to proposed agreement period.

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Selection Criteria for L1 Bidder		
S.No.	Ambulances Type	Cost per Ambulances (NHM)
1	104 –JE vehicles of NHM	A
2	104 –JE vehicles on (Turnkey Basis)	B

11.16 Appeals

- a) If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days or such other period as may be specified in bidding documents from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) On receipt of an appeal under sub-section (1), the officer designated under that sub-section shall, after affording a reasonable opportunity of being heard to the parties, determine as to whether or not the procuring entity has complied with the provisions of this Act, the rules and guidelines made thereunder and the terms of the pre-qualification documents, bidder registration documents or bidding documents, as the case may be, and pass an order accordingly which shall, subject to the order passed under sub-section (5), be final and binding on the parties to the appeal.
- c) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- d) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government on its behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- e) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- f) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :
- g) **First Appellate Authority:** Principal Secretary, Health & Family Welfare Department, GoR
Second Appellate Authority: Secretary, Finance (Budget) Department, GoR
- h) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per Annexure-10 along with as many copies as there are respondents in the appeal.



- b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- h) Fee for Appeal: Fee for filing appeal:
 - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- i) Procedure for disposal of appeal:
 - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - i. hear all the parties to appeal present before him; and
 - ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- j) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

11.16 Stay of procurement proceedings

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

11.17 Vexatious Appeals & Complaints

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

11.18 Offenses by Firms/ Companies

- a) Where an offence under "The Rajasthan Transparency in Public Procurement Act, 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the

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offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

c) For the purpose of this section-

- i. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society trust or other association of individuals; and
- ii. "Director" in relation to a limited liability partnership or firm, means a partner in the firm.

d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

11.19 Debarment from Bidding

a) A bidder shall be debarred by the State Government if he has been convicted of an offence

- i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
- ii. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above it may debar the bidder for a period not exceeding three years.

d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.

e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

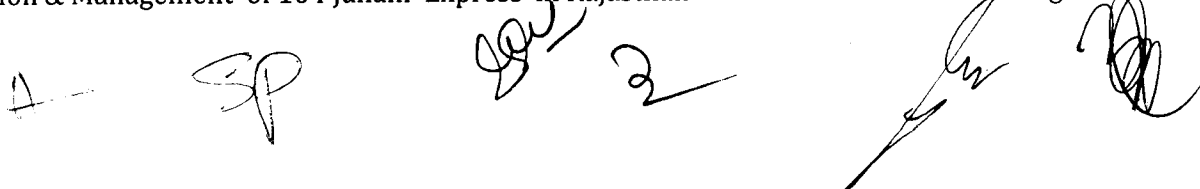
11.20 Monitoring of Contract

a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.

b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quality of service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the service is to be obtained continuously or is batched. If delay in delivery of service is observed a performance notice would be given to the selected bidder to speed up the delivery.

c) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

d) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for

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acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

- e) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of the procuring entity.

11.21 Verification of Eligibility Documents by RSHS

- a) RSHS reserves the right to verify all statements, information and documents submitted by the bidder in response to bid document. The bidder shall, when so required by RSHS, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by RSHS shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RSHS thereunder. If any statement, information and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTTP Act 2012 and Rules thereto.

11.22. Correction of Arithmetic Errors in Financial Bids

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

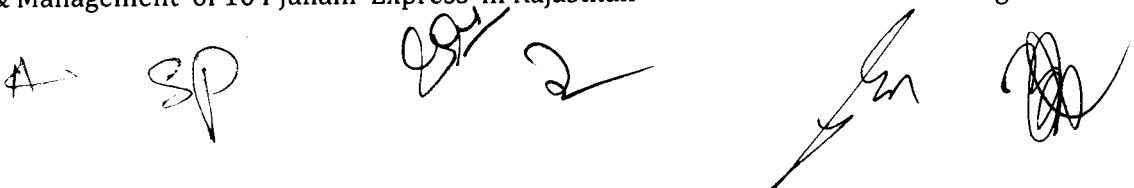
- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

11.23 Price/ purchase preference in evaluation

Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

11.24 Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

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- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

11.25 Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
 - a. communicated to the concerned bidder in writing;
 - b. Published on the State Public Procurement Portal, if applicable.

11.26 Lack of competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
 - a. the Bid is technically qualified;
 - b. the price quoted by the bidder is assessed to be reasonable;
 - c. the Bid is unconditional and complete in all respects;
 - d. there are no obvious indicators of cartelization amongst bidders; and

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- e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval of the procuring entity, clearly including views of the Accounts/Finance member of committee.
- c) The procuring entity competent to decide a procurement case, as per delegation of financial powers, shall decide as to whether to sanction the single bid or re-invite bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

11.27 Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

A

SP







11.28 Information and publication of award

Information of award of contract shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.

11.29 Procuring entity's right to accept or reject any or all Bids

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, **without thereby incurring any liability to the bidders. Reasons for doing so shall be recorded in writing.**

11.30 Right to vary quantity

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. The limits of repeat order shall be as under: -
 - i. 50% of the value of services of the original contract.

11.31 Performance Security

- a) The bidder whose proposal is accepted and Award issued shall have to deposit Performance Security of an amount of 5% of the total project cost to be calculated on the basis of rates received in the RFP along with signing of the agreement. Amount of Bid Security can be adjusted into the Performance security. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
 - a) Performance Security is required for due performance of the agreement. Non submission of Performance security within the specified time may also lead to forfeiture of the Bid Security.
 - b) Forfeiture of Security Deposit: Performance Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - I. When any terms and condition of the contract is breached.
 - II. When the bidder fails to make complete supply as per the scope of RFP.
 - c) if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
 - d) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
 - e) No interest shall be payable on the PSD.
 - f) The decision of Procuring entity in this regard shall be final.

1. The expenses of completing and stamping the agreement shall be paid by the bidder and the department shall be furnished free of charge with one executed stand counter part of the agreement.

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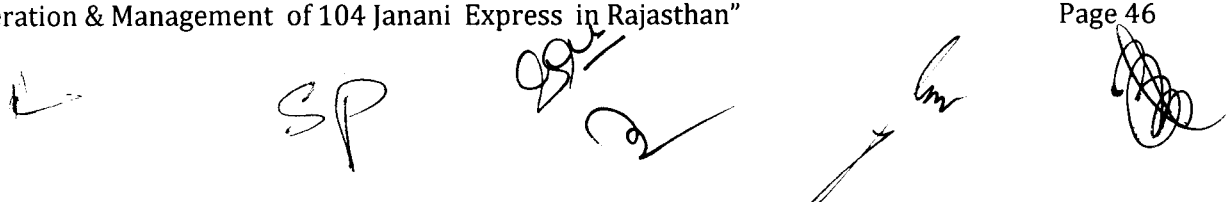
Performance security shall be furnished in the form specified in clause 11.31 (b) to (e) of sub- rule (3) of Rule 75 of the said Rules 2013 shall remain valid for a period of one hundred eighty days beyond the completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period. In case performance security is deposited in form of Bank guarantee (BG), The original BG shall be deposited at the office of Mission Director, NHM within the period mentioned in Award of Contract & along with this additional Bank guarantee of performance security shall also be deposited in case the period of agreement is extended .

b) Performance security shall be furnished in any one of the following forms: -

- a. Bank Draft or Banker's Cheque of a scheduled bank;
- b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
- c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
- d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

11.32 Execution of agreement

- a) A procurement contract shall come into force from the date on which the agreement is signed.
- b) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only. The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder. 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 Performance security as mentioned in the proposal above.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

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11.33 Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
- impede enforcement of any law;
 - affect the security or strategic interests of India;
 - affect the intellectual property rights or legitimate commercial interests of bidders;
 - affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

11.34 Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
- at any time prior to the acceptance of the successful Bid; or
 - After the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
- cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;

- ii. Rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

11.35 Code of Integrity for Bidders

- i. No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- ii. The code of integrity include provisions for: -
- 1) Prohibiting
 - a) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - b) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - c) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - d) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - e) any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - f) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - g) any obstruction of any investigation or audit of a procurement process;
 - 2) disclosure of conflict of interest;
 - 3) Disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- iii. Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
- 1) exclusion of the bidder from the procurement process;
 - 2) calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - 3) forfeiture or encashment of any other security or bond relating to the procurement;
 - 4) recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - 5) cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - 6) debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

11.36 Interference with Procurement Process

(1) Whoever-

- (a) interferes with or influences any procurement process with the intention of securing any wrongful gain or undue advantage for any prospective bidder or bidder; or
- (b) interferes with the procurement process with the intention of causing any unfair disadvantage for any prospective bidder or bidder; or

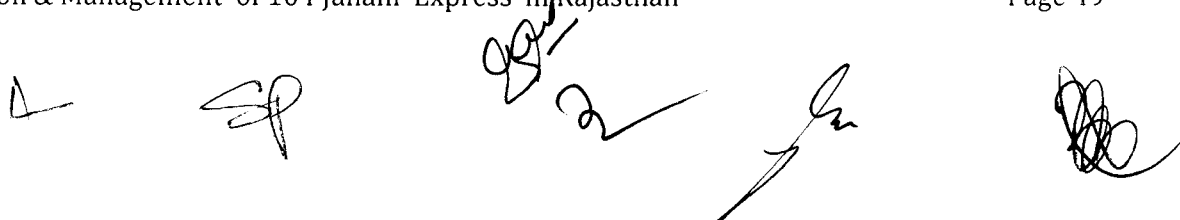
- (c) engages in any action or lobbying, directly or indirectly, with the objective of unduly restricting fair competition; or
(d) intentionally influences any procuring entity or any officer or employee thereof or wilfully or fraudulently makes any assertion or representation that would restrict or constrain fair competition in any procurement process; or
(e) engages a former officer or employee of a procuring entity as an employee, director, consultant, adviser or otherwise, within a period of one year after such former officer or employee was associated with a procurement in which the employer had an interest; or
(f) Engages in any form of bid-rigging, collusive bidding or anticompetitive behaviour in the procurement process; or
(g) intentionally breaches confidentiality referred to in section 49 for any undue gain, shall be punished with imprisonment for a term which may extend to five years and shall also be liable to fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

12 The bidders should note the following points:

- 1) That the incomplete proposals 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 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 proposal is submitted. However, the RSHS (NHM) reserves the right to seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the proposal. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by RSHS (NHM) may be a ground for rejecting the proposals.
- 6) The Proposals 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, RSHS (NHM) reserves the right to make modifications to the stated evaluation criteria before the Bid Due date by issuing an addenda, which would be uniformly applied to all the Bidders.
- 7) The Bidder should designate one person ("Contact Person" and "Authorized Representative and Signatory") authorized to represent the Bidder in its dealings with RSHS (NHM). This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries. The Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the firm/consortium.
- 8) RSHS (NHM) reserves the right to reject any or all Proposals/entire RFP. Reasons for doing so shall be recorded in writing.

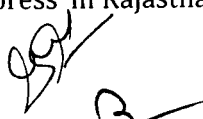


whatsoever.

- 9) Mere submission of information does not entitle the Bidder to meet an eligibility criterion. RSHS (NHM) reserve the right to vet and verify any or all information submitted by the Bidder as well as right to reject.
- 10) If any claim made or information provided by the Bidder in the Proposal 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 Proposal will be liable for rejection and Bid Security shall be forfeited. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of RSHS (NHM) if adequately satisfied.
- 11) The Bidder shall be responsible for all the costs associated with the preparation of the Proposal and any subsequent costs incurred as a part of the Bidding Process. RSHS (NHM) 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 office of Mission Director, NHM, Rajasthan.
- 13) The RSHS (NHM) 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 Health Mission.

13. Acknowledgement by bidder

- a) It shall be deemed that by submitting the bid, the bidder has: -
 - (i) Made a complete and careful examination of the RFP;
 - (ii) Received all relevant information requested from Department.
 - (iii) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of Department or relating to any of the matters stated in the RFP Document.
 - (iv) Satisfies himself/herself about all the matters, things and information, necessary and required for submitting an informed Proposal and performance of all of its obligations there under;
 - (v) Acknowledged that it does not have any Conflict of Interest; and
 - (vi) Agreed to be bound by the undertaking provided under and in terms hereof.
- b) The Department shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Department.



14. Proposal Submission Requirements

(A) PART A (Technical Proposal)

1. This part of the proposal i.e. Part A shall contain following documents
2. Duly filled up Application Form (as per **Annexure-1**).
3. Covering Letter cum Project Undertakings as per **Annexure-4**.
4. Bid Security of Rs. 4.00 Crores (Rs. Four crores only) in form of an account payee DD/Banker's Cheque /Bank Guarantee of scheduled Bank in favor of Rajasthan State Health Society, Payable at Jaipur.
5. The Bidder is expected to provide details of its registration as per **Annexure-11** and furnish registration certificates and other supplementing documents.
6. A summary of relevant past experience should also be provided as per **Annexure-11**.
7. Details of all information related to past experience and background should describe the nature of work, name & address of client, date of award of assignment, size of the project etc. as per **Annexure-12**.
8. Power of Attorney authorizing the signatory for signing the proposal on behalf of the proposer/Bidder as per **Annexure-5**.
9. In case of consortium, original Power of attorney for signing of application by the lead member as per **Annexure-6**.
10. Letter of Exclusivity (in case of application by Consortium) as per **Annexure-8**.
11. Covering letter and brief profile of the bidder.
12. Proposed organizational structure and Curriculum Vitae (CV) of key personnel to be involved in the operation of the project
13. Affidavit certifying that Entity/promoters/Directors/members of an entity are not blacklisted as per **Annexure 10A**. Affidavit of Declaration (Anti Collusion Certificate) mentioning that the applicant/consortium will not collude with the other applicants as per **Annexure-10B**
14. Certificates of relevant experience issued by government or any other organizations by a competent authority.
15. Documents/ Certificates/ evidence of fulfilling the eligibility criteria including audited financial statements for the last 3 (three) years i.e. **2016-17, 2017-18 & 2018-19** (In case audited financial statement of Financial year 2018-19 not received then Certificate generated by Chartered Accountants shall be submitted by the bidders)
16. The Bidder should submit details of financial capability for the last three (3) financial years as per **Annexure-13**. The Qualifying Bid should be accompanied with the Audited Annual Reports including all financial statements of the Bidder. In case of a Consortium, Audited Annual Reports of all the Members of Consortium should be submitted.
17. Latest GST clearance certificates.
18. GST Number & PAN Number
19. Firm's Registration Copy.
20. **Ann A, B, C and D** as per RTPP Act.
21. Certificate of CA for Annual Turnover as per Annexure 29

(B) PART B (Financial Proposal)

1. Bidder shall submit Financial Proposal as per **Annexure – 3**.
2. In case of any discrepancy between figures and words in the financial proposal, the one described in words shall be adopted.
3. The Bidder shall be paid per ambulance per month for **104 Janani Express**.

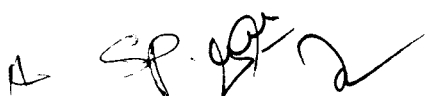


ANNEXURES



ANNEXURE 1: APPLICATION FORMAT

APPLICATION FORMAT		
1	Proposal submitted for the program	Proposal submitted for the program: “Operations & Management of 104 Janani Express” in Rajasthan”
2	Name and postal address of the organization submitting Proposal. PAN, Service Tax and Sales Tax registration numbers with self-certified copy	
	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 No"s.)	
3	Proposal addressed to:	Mission Director, NHM, 3 rd Floor, Swasthya Bhawan, Tilak Marg, Jaipur-302005 (Rajasthan).
4	Reference of the Notice for invitation of proposals	No.....dt.....
5	Reference of deposit of document Charges	1. Receipt/DD No.....dt..... For Rs..... 2. Receipt/DD No.....dt..... For Rs..... 3. Receipt/DD No.....dt..... For Rs.....
6	Authority for signing and submitting the document (Power of Attorney, Resolution of the organization)	
7	Documents enclosed in support of the Request- 1) 2) 3) 4) 5) Total pages..... Name and signature of the authorized signatory Seal of the organization Date:	



ANNEXURE 1A: FORMAT for UNDERTAKING

I/We declare that we have read and understood and that we accept all clauses, conditions and any addendum thereof, and descriptions of the RFP document without any change, reservations and conditions.

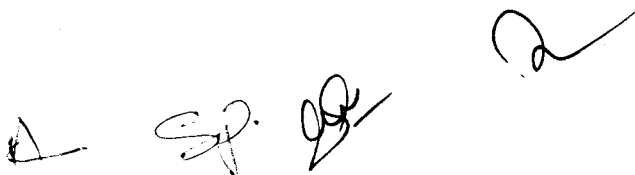
I/We have carefully examined and conform to all the parts of the RFP documents and have obtained all the requisite information affecting this proposal and am/are aware of all conditions and difficulties likely to affect the execution of the agreement.

I/We hereby propose to implement the project as described in the RFP document in conformity with the conditions of agreement and the technical aspects as indicated in this RFP.

Place:

Date:

(
Signature of authorized signatory
Designation and Official seal





ANNEXURE 2: ACKNOWLEDGEMENT & FINANCIAL PROPOSAL

FINANCIAL PROPOSAL (BOQ)

To

The

Department of Health & Family Welfare
Government of Rajasthan

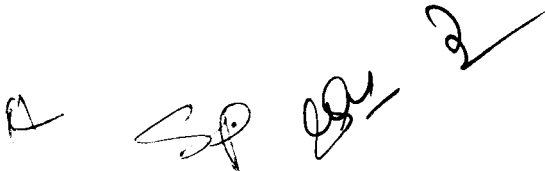
Sub: - Request for Proposal for "Operations & Management of 104 JE Services" in Rajasthan

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 and any addendum thereof, and descriptions of the RFP document without any change, reservations and conditions.
3. If our proposal is accepted, we undertake to deposit security deposit equals to the 5% of the Project Cost arrived at on the basis of financial quote 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 or the extended bid 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. The Financial Bid shall be inclusive of all the applicable taxes however Service Tax would be extra as applicable and the government will not pay anything over and above the rate quoted in the BOQ.

Yours faithfully

Signature of the authorized signatory



ANNEXURE 3: FINANCIAL BID
SCHEDULE OF RATES (BOO)

Implementation of “ **Operations & Management of 104 JE Services**” in the State of Rajasthan.
(OPERATING COST PER AMBULANCE PER MONTH) 24x7

(Indian Rupees)

Particulars	Cost/Ambulance/Month + Exclusive of all other applicable taxes in INR
(1) Implementation of Operations & Management of 104 JE Services in Rajasthan for: <u>Charges for Operation & maintenance of the 104 JE services including:- As per Annexure 29(A)</u>	Single rate to be quoted for all items mentioned in annexure 29 (A)from 1 st to 22 nd Rs (Rupees in words Only). Per 104 JE per month.
(2) Implementation of Operations & Management of 104 JE Services in Rajasthan for: <u>Charges for Turnkey Basis (Ambulance ,Operation & maintenance of the 104 JE services including:- As per Annexure 29 (B)</u>	Single rate to be quoted for all items mentioned in annexure 29 (B)from 1 st to 23 rd Rs (Rupees in words Only). Per 104 JE per month.(Turnkey Basis)

*Service Provider is required to submit the item wise details for hardwares, and all other solutions and equipments etc.

Note:

- Bidders are strictly instructed to quote their rates in BoQ on eproc only.
- Bidders shall not indicate their rates in technical bid/proposal in any form. If found, Bid will be rejected at first instance.

A- SP 2

ANNEXURE 3A(i) : Board Resolutions

M/s _____ (To be submitted by each consortium member and Parent company)

COPY OF BOARD MEETING HELD ON ----- AT -----

The Board, after discussion, at the duly convened Meeting on _____, with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 1956, passed the following Resolution:

RESOLVED THAT approval of the Board be and is hereby accorded to participate in consortium with M/s _____ Limited and M/s _____ Limited for the “**Operations & Management of 104 JE Services**” and Mr / Ms _____, be and is hereby authorized to execute the Consortium Agreement.

FURTHER RESOLVED THAT pursuant to the provisions of the Companies Act, 1956 and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board, be and is hereby accorded to invest to the extent of _%(insert the % equity commitment as specified in the Consortium Agreement), as required, of the requisite qualifying Net worth, as equity shares, in the Special Purpose vehicle, in compliance of the Bid condition, as member of the consortium formed for the “**Operations & Management of 104 JE Services**” in The State of Rajasthan.

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to contribute such additional amount over and above the percentage limit (specified for the Lead Member in the Consortium Agreement), obligatory on the part of the Consortium pursuant to the terms and conditions contained in the Consortium Agreement dated executed by the Consortium as per the provisions of the Invitation to Bid, to the extent becoming emergent and necessary towards the equity share in the Project Company in execution and completion of the Project.

[To be passed by the Lead Member of the Bidding Consortium]

FURTHER RESOLVED THAT approval of the Board be and is hereby accorded to the Special Purpose Vehicle created for the “**Operations & Management of 104 JE Services**” in Rajasthan as well as to the other Consortium Member(s) to use our financial capability for meeting the Qualification Requirements for the “**Operations & Management of 104 JE Services**” and confirm that all the equity investment obligations of the SPV as well as of the Consortium Member(s), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us.

[To be passed by the entity(s) whose financial credentials have been used]

(Director)

Certified true copy by Company Secretary

(Signature, Name and stamp of Company Secretary)

Notes:

1. This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary.
2. The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

[Handwritten signatures and initials: SP, [unclear], [unclear]]

[Handwritten signatures]

ANNEXURE 3A (ii): Board Resolutions

Board resolution for using the financial credentials of parent/ultimate parent/affiliate.

M/s _____

(Insert name of the company whose financial credentials are used)

COPY OF BOARD MEETING HELD ON ----- AT -----

The Board, after discussion, at the duly convened Meeting on _____, with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following Resolution:

RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 and as permitted under the Memorandum and Articles of Association of the company, approval of the Board, be and is hereby accorded to M/s _____ (Name of the Bidding company/Consortium Member (s)) to use our financial capability for meeting the Qualification requirements for the “ **Operations & Management of 104 JE Services** in The State of Rajasthan and confirm that all the equity investment obligations of M/s _____ (Name of Bidding Company/ Consortium members (s)), shall be deemed to be our equity investment obligations and in the event of any default the same shall be met by us.

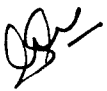
(Directors)

Certified true copy

(Signature, Name and stamp of Company Secretary)

Notes:

- 1) This certified true copy should be submitted on the letterhead of the Company, signed by the Company Secretary.
- 2) The contents of the format may be suitably re-worded indicating the identity of the entity passing the resolution.

A
sp.






ANNEXURE 4: FORMAT FOR COVERING LETTER

Format for Covering Letter

[On the Letter head of the Applicant (in case of Single Applicant) or Lead Member (in case of a Consortium)]

Date:

To

The Mission Director

National Health Mission

Government of Rajasthan

Jaipur

Re: “Operations & Management of 104 JE Services” for Rajasthan State.

Madam / Sir,

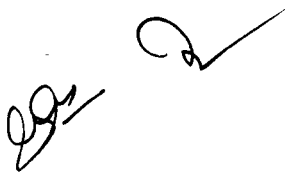
Being duly authorized to represent and act on behalf of.....

(Hereinafter referred to as “the Applicant”), and having reviewed and fully understood all of the requirements and information provided in this RFP, the undersigned hereby apply for the qualification for Operations & Management of 104 JE services for Rajasthan. We are enclosing our Application with BID SECURITY amount of Rs. _____,

Bid Document fee, RISL processing Fee as per the requirements of this RFP. We confirm that our proposal is valid for a period of 90 days from opening of technical proposal.

Yours faithfully,

(Signature of Authorized Signatory)
(NAME, TITLE AND ADDRESS)

SP. 



ANNEXURE- 5: POWER OF ATTORNEY

Format for Power of Attorney for Signing of Application

(On a Stamp Paper of relevant value)

Power of Attorney

Know all men by these presents, We M/s.....(name and address of the registered office) do hereby constitute, appoint and authorize Mr / Ms.....(name and residential address and PAN), duly approved by the Board of Directors in their meeting held on_____(Copy of board resolution enclosed), who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for “ **Operations & Management of 104 JE Services**” in Rajasthan including signing and submission of all documents and providing information / responses to the Department of Health & Family Welfare, GoR, representing us in all matters before Deptt. of MH&FW, GoR, and generally dealing with Deptt. of MH&FW, GoR in all matters in connection with our bid for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the_____day of_____200__

For _____

(Name, Designation and Address)

Accepted

_____(Signature)

(Name, Title and Address of the Attorney)

Date: _____

Note:

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- ii. *In case an authorized Director of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*
- iii. *In case the Application is executed outside India, the Applicant has to get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps.*

A SP. 

ANNEXURE- 6: POWER OF ATTORNEY FOR LEAD MEMBER

Format for Power of Attorney for Lead Member of Consortium

(On a Stamp Paper of relevant value)

Power of Attorney

Whereas the Department of Health and Family Welfare, Government of Rajasthan (GoR), has invited applications from interested parties for Expansion of “ **Operations & Management of 104 JE Services**”.

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Program in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate 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 Program who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. _____ (M/s _____ (Member (s)) (the respective names and addresses of the registered office) having formed a bidding consortium named _____ (insert name of the consortium) (hereinafter called as consortium), vide the consortium agreement dated _____ (copy enclosed) as approved by the Board of Directors of each member and having mutually agreed to appoint M/s _____ as the lead member of the said consortium, as our duly constituted lawful attorney hereinafter called the lead to do on behalf of the Consortium, all or any of the lawful acts, deeds or things as necessary or incidental to the Consortium’s bid for the Project, including submission of application/proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with the Department, any other Government Organization or any person, in connection with the Project until culmination of the process of bidding and thereafter in the event of the Consortium being selected as successful bidder, this Power of Attorney shall remain valid and binding and irrevocable till the Agreement period as is entered into with Department of Health and Family Welfare, Government of Rajasthan (GoR) and the Consortium.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney, pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium and shall be binding till the Agreement period on all members individually and collectively.

Dated this the _____ day of 20____
(Executants)

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and the same should be under common seal affixed in accordance with the required procedure.

A SP. 2

[Handwritten signatures]

ANNEXURE- 7: AGREEMENT

AGREEMENT

1. 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, Parent and affiliate companies and administrators) of the one part and the Mission Director, National Health Mission ,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 selected and approved service provider has agreed with the Government to implement the **Operations & Management of 104 JE Services**” 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 selected and approved service provider has deposited a sum of Rs.....(Rupees.....) only in the form of as performance security for satisfactory performance of the Project.
4. Now these present witnesses:
5. In consideration of the payment to be made by the Government through Mission Director, National Health Mission, Rajasthan at the rate set forth in the Schedule hereto appended, the approved service provider will duly and satisfactorily implement the project in the manner set forth in the terms of the RFP.
6. The terms of the RFP and addendums thereof, if any 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.
7. Following letters/correspondence undertaken between the parties shall also form part of this agreement-

Govt. of Rajasthan	Approved service provider

8. (a) The Government do hereby agree that if the approved service provider shall duly implement the program in the manner aforesaid, observe and keep the said terms and conditions, the Government will, through Mission Director, National 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 in accordance with clause 8 of the RFP-
9. Agreement period shall be for 3 years, which will commence from date of signing of agreement. After two & half years it would be evaluated at state level monitoring committee. If services of service provider found satisfactory as per provision of RFP, program duration may be extended for further two years.
10. Termination /Suspension of Agreement
 - (a) The Government may, by a notice in writing 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--
 - (i) Shall specify the nature of failure, and
 - (ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
 - (b) The Government after giving 30 days clear notice in writing expressing the intention of termination by stating the ground/grounds on the happening of any of the events (i) to (iv), may terminate the agreement after giving reasonable opportunity of being heard to the service provider.
 - (i) 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.
 - (ii) If the service provider becomes insolvent or bankrupt.

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

(iii) If, as a result of other than force majeure conditions, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or

(iv) 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.

(c) In the event of premature termination of the contract by the Government on the instances other than non-fulfillment/ non-performance of the contractual obligation by the Service Provider, the balance remaining un-paid amount on account of capital expenditure as on the day of termination shall be released within six months from the date of such termination.

(d) Handover at the time of exit from the program

(i) The assets will have to be handed over to the Government on completion/termination of the agreement in proper working condition. Service Provider shall ensure to send the detailed information on monthly basis of the assets procured in that particular month.

(ii) In case of NHM owned Ambulances/Vehicles, they have to be handed over back to NHM/Govt. in operative and road worthy condition along with the tools/medical equipments provided by RSHS (NHM) or purchased by the Service Provider during currency of the agreement; normal wear and tear is permissible. In case the Ambulance is found non road worthy then the ambulance will be repaired at the risk and cost of the Service provider. In addition to this service provider will be imposed with a penalty @ Rs. 1000/- per day for the number of days the ambulance remain off road due to improper upkeep and handover in non- roadworthy condition.

(iii) In case, Turnkey vehicles are provided during contract period, their possession & ownership will remain with Service Provider after completion of agreement period.

11. 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 / liquidated damages / difference of loss of additional cost for new contract.

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

In witness whereof the parties hereto have set their hands on theday of.....2020.

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

For and on behalf of
The Governor or Rajasthan

Signature of the
approved service provider,

Mission Director,
Signature & Designation

Date:

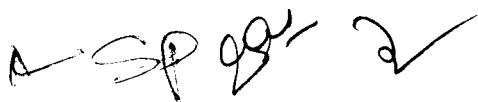
Date:

Witness No.1.

1. Witness

Witness No.2.

2. Witness



ANNEXURE- 8: LETTER OF EXCLUSIVITY

Letter of Exclusivity

I, we, _____, hereby declare that we are/ will not associate with any other firm/entity/consortium submitting a separate application for the Program under consideration.

Dated this the _____ day of _____ 20....

For _____
(Name, Designation and Address of the
Chief Executive Officer of the applicant)
(Lead organization in case of consortium)

Accepted

(Signature)
(Name, Title and Address of the Applicant/s)
Date: _____

Note:

To be executed separately by all the Members in case of Consortium.

12 Sep. 2012

ANNEXURE- 9: FORMAT FOR JOINT BIDDING AGREEMENT

(Format for Consortium Agreement)

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution)

THIS Consortium Agreement executed on this _____ day of _____ Two thousand Nineteen between M/s [insert name of Lead Member] _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-1**”, which expression shall include its successors, executors and permitted assigns) and M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-2**”, which expression shall include its successors, executors and permitted assigns), M/s _____ a Company incorporated under the laws of _____ and having its Registered Office at _____ (hereinafter called the “**Member-n**”, which expression shall include its successors, executors and permitted assigns), [The Bidding Consortium should list the details and percentage shareholding separately of all the Consortium Members] for the purpose of submitting response to RFP, and execution of “Agreement” (in case of award), against RFP dated _____ issued by NHRM, Government of Rajasthan through Department of Medical Health & Family Welfare (MH&FW), and having its Registered Office at Swasthya Bhawan, Jaipur.

WHEREAS, each Member individually shall be referred to as the “**Member**” and all of the Members shall be collectively referred to as the “**Members**” in this Agreement.

WHEREAS the RSHS (NHM) intends to operations & management of 104 Janani Services “ 600 Janani Express and further expansion (if required) as per the directives of Department of Medical Health & Family Welfare.

WHEREAS, the RSHS (NHM) had invited response to RFP vide its Request for Proposal (RFP) dated _____.

WHEREAS the RFP stipulates that in case response to RFP is being submitted by a Bidding Consortium, the Members of the Consortium will have to submit a legally enforceable Consortium Agreement in a format specified by RSHS (NHM) wherein the Consortium Members have to commit equity investment of a specific percentage for the Project.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreements all the Members in this Bidding Consortium do hereby mutually agree as follows:

1. We, the Members of the Consortium and Members to the Agreement do hereby unequivocally agree that Member-1 (M/s _____), shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of Member-2, , Member-n.
2. The Lead Member is hereby authorized by the Members of the Consortium and Members to the Agreement to bind the Consortium and receive instructions for and on their behalf.
3. Notwithstanding anything contrary contained in this Agreement, the Lead Member shall always be liable for the equity investment obligations of all the Consortium Members i.e. for both its own liability as well as the liability of other Members.
4. The Lead Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Consortium in discharging all of their respective equity obligations. Each

A SP. 

Member further undertakes to be individually liable for the performance of its part of the obligations without in any way limiting the scope of collective liability envisaged in this Agreement.

5. Subject to the terms of this Agreement, the share of each Member of the Consortium in the issued equity share capital of the Project Company is/shall be in the following proportion:-

Name	Percentage
Member 1	---
Member 2	---
Member n	---
Total	100%

We acknowledge that after execution of the "Agreement", the controlling shareholding (more than 50% of the voting rights) in the Project Company developing the Program shall be maintained till the completion of the same.

6. The Lead Member, on behalf of the Consortium, shall *inter alia* undertake full responsibility for mobilizing debt resources for the Program, and ensuring that the Program achieves proper Financial Closure.
7. In case of any breach of any equity investment commitment by any of the Consortium Members, the Lead Member shall be liable for the consequences thereof for which the Lead member agrees thereto.
8. Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and equity investment obligations thereto shall not in any way be a limitation of responsibility of the Lead Member under these presents.
9. It is further specifically agreed that the financial liability for equity contribution of the Lead Member shall not be limited in any way so as to restrict or limit its liabilities. The Lead Member shall be liable irrespective of its scope of work or financial commitments.
10. This Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at Jaipur alone shall have the exclusive jurisdiction in all matters relating thereto and arising there-under.
11. It is hereby further agreed that in case of being selected as the Successful Bidder, the Members do hereby agree that they shall furnish the Performance Guarantee in favor of Rajasthan State Health Society in terms of this RFP.
12. It is further expressly agreed that this consortium agreement shall be irrevocable and shall form an integral part of the "Agreement" between Department of Medical, Health and Family Welfare, Government of Rajasthan and the bidder consortium and shall remain valid until the expiration or early termination of the same.
13. The Lead Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Members respectively from time to time in the response to the RFP Bid.
14. It is hereby expressly understood between the Members that no Member at any given point of time, may assign or delegate its rights, duties or obligations under the "Agreement" except with prior written consent of Department of Medical, Health and Family Welfare.
15. This Agreement
- (a) has been duly executed and delivered on behalf of each Member hereto and constitutes the legal, valid, binding and enforceable obligation of each such Member;
- (b) sets forth the entire understanding of the Members hereto with respect to the subject matter hereof; and

L SP [Signature] ✓

[Signature] [Signature]

I may not be amended or modified except in writing signed by each of the Members and with prior written consent of NHM.

16. All the terms used in capitals in this Agreement but not defined herein shall have the meaning as per the RFP & Agreement.

IN WITNESS WHEREOF, the Members have, through their authorized representatives, executed these present on the Day, Month and Year first mentioned above.

For M/s-----[Member 1]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated[●])

Witnesses:

Signature-----

Name:

Address:

Signature -----

Name:

Address:

For M/s-----[Member 2]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated[●])

Witnesses:

Signature -----

Name:

Address:

Signature -----

Name:

Address:

For M/s-----[Member n]

(Signature, Name & Designation of the person authorized vide Board Resolution Dated[●])

Witnesses:

Signature -----

Name:

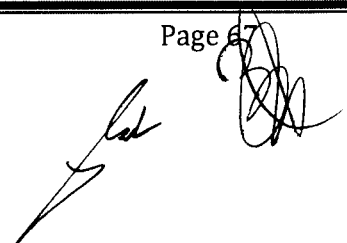
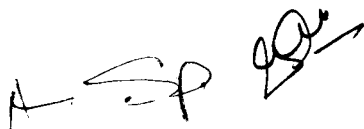
Address:

Signature -----

Name:

Address:

Signature and stamp of Notary of the place of execution



ANNEXURE- 10A: FORMAT FOR AFFIDAVIT

Format for Affidavit Certifying that Entity/ Promoter(s) /Director(s)/Members of Entity have not been convicted by any court of law for any criminal or civil offences either in the past or in the present. In case of a consortium, the members should not have been declared bankrupt in the past (On a Stamp Paper of relevant value)

Affidavit

I, M/s. (Sole Applicant / Lead Member / Member/Affiliate), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) /director(s) have not been convicted by any court of law for any criminal or civil offences either in the past or in the present, also not have been declared bankrupt in the past by Department of Health & FW, Govt. of Rajasthan/ or any other entity of GoR organization in India from participating in Project/s, either individually or as member of a Consortium as on the _____ (Date of Signing of Application).

We further confirm that we are aware that, our Application for the captioned Program would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and the amounts paid till date shall stand forfeited without further intimation.

Dated thisDay of.....,

20.....

Name of the Applicant

..... Signature of
the Authorized Person

Note:

To be executed separately by all the Members in case of Consortium.

..... Name of the
Authorized Person

2

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ANNEXURE- 10A1: FORMAT FOR AFFIDAVIT

Format for Affidavit Certifying that Entity/ Promoter(s) /Director(s)/Members of Entity that no investigation statutory body / Govt. investigating Agency of any state Govt./ Central Govt. is undertaken or pending against the bidder for the charge having nature of criminal/economic offence/fraud (On a Stamp Paper of relevant value)

Affidavit

I, M/s. (Sole Applicant / Lead Member / Member/Affiliate), (the names and addresses of the registered office) hereby certify and confirm that no investigation statutory body / Govt. investigating Agency of any state Govt./ Central Govt. is undertaken or pending against us or any of our promoter(s) /director(s) for the charge having nature of criminal/economic offence/fraud as on the _____ (Date of Signing of Application).

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and the amounts paid till date shall stand forfeited without further intimation.

Note:

To be executed separately by all the Members in case of Consortium.

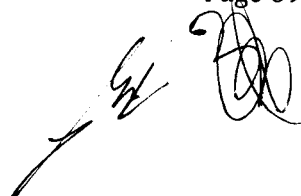
Dated thisDay of.....,20....

Name of the Applicant

..... Signature of the
Authorized Person

..... Name of the
Authorized Person

ASP 



ANNEXURE- 10A2: FORMAT FOR AFFIDAVIT

Format for Affidavit Certifying that Entity/ Promoter(s) /Director(s)/Members of Entity have not been debarred in the past or in the last three years from the date of submission of bid by any Central/ State/ Public Sector undertaking in India
(On a Stamp Paper of relevant value)

Affidavit

I, M/s. (Sole Applicant / Lead Member / Member/Affiliate), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) /director(s) have not been debarred in the past or in the last three years from the date of submission of bid by any Central/ State/ Public Sector undertaking in India from participating in Project/s, either individually or as member of a Consortium as on the _____ (Date of Signing of Application).

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the agreement period and the amounts paid till date shall stand forfeited without further intimation.

Dated thisDay of..... ,
20....

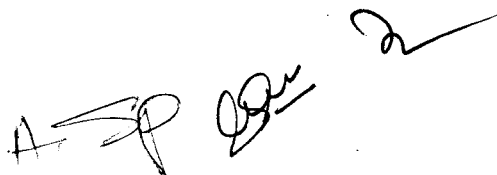
Name of the Applicant

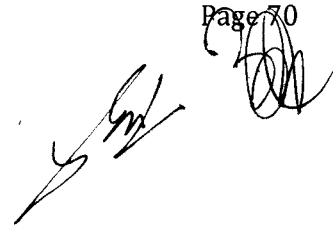
..... Signature of
the Authorized Person

Note:

To be executed separately by all the Members in case of Consortium.

..... Name of the
Authorized Person





ANNEXURE- 10B: ANTI COLLUSION CERTIFICATE

Anti-Collusion Certificate

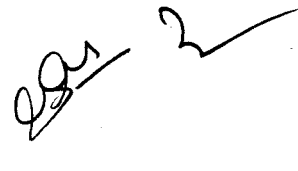
We hereby certify and confirm that in the preparation and submission of our Proposal for "Operations & Management of 104 Janani Express Services" in Rajasthan against the RFP issued by Department of Health & Family Welfare, Government of Rajasthan, We have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti- competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant proposal.

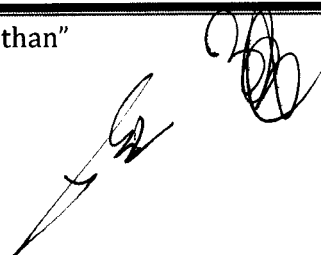
Dated this _____ Day of _____, 20

For _____

(Name)

Authorized Signatory

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**ANNEXURE-11: DETAILS OF REGISTRATION AND
INFORMATION REGARDING PAST EXPERIENCE OF THE BIDDER**

Details of Bidder

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

Details of Organization:		
Name of the organization		
Type of Legal entity		
Year of Incorporation/Registration/Commencement		
Name of the Authority/Jurisdiction/Law under which the Legal entity is incorporated or registered.		
Statute Legislation under which the Legal entity is incorporated/registered		
Registration Number: (Under the Company Act, Income Tax Act, Service Tax and Sales Tax Act)		Note 1
Registered Address		
Correspondence Address and Head Office address		
Does the Memorandum of Association/Articles of Association permit the organization to carry out the business of emergency medical transport services?		Note 2
Number of years of operation in Ambulance service		
Relevant Qualification Details Years wise and State Wise		Note 3
1. State wise		
Name of the State / Province where vehicle (Four wheel motorized) services are/were operational		
Years of experience in Ambulances (Four wheel motorized) operations in that/those State(s)		
Current areas of operation – specify (Names of the Districts)		
	Year 1	Year 2
Number of vehicles operated	Note 4	
Number of vehicles owned		
Number of patients transported per ambulance per annum on average		
Certificate of satisfactory performance	Note 5	

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

The percentage holding of the financially evaluated company, Lead member, affiliate at the beginning and during the tenure of the Program shall be governed by the clauses given under financial capacity clause 3.2.

A. [Signature]

[Signature]

Note 1

Please enclose Registration / Incorporation Certificates

Note 2

Please enclose certified copies of Memorandum & Articles of Association, documents.

Note 3

In case of International experience, country wise details should be provided. The information shall be provided for each of the Financial Year. The Financial Year shall mean the accounting year followed by the Bidder in course of its normal business.

Note 4

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

Certificate from the Government Authority /Statutory Auditor regarding Qualification experience

This is to certify that (name of the Bidder/Member/Associate) has been operating a fleet of Ambulances in the State of for the past financial years as per year- wise details noted below: refer clause of Eligibility Criteria for the same (clause 3)

	Year 1	Year 2	Year 3
Number of Vehicles			
Others as per requirement in clause 3			
Signature of the Authorized Signatory			

Note 5

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

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ANNEXURE-12: DETAILS OF ELIGIBLE EXPERIENCE

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

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

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

Name of entity providing support:		Project cost:	
Location: (country, state, districts):		No. of staff by category:	
		Ambulance/vehicle (Four wheel motorized): (per ambulance)	Other: (E.g. first Responders etc.)
Duration of ambulance service provision:		Profile of staff: Summary of key staff (degree /diploma/certificates with specific reference to project, training, number of years in employment, total relevant experience as a paramedic/ Drivers)	
Start Date:	Completion Date:	Name of associates, Consortium members (if any):	
Details of government organization, funding organization or contracting agency for ambulance/vehicle services:			
Name of Senior staff (Project Director, Project Manager) involved and functions performed:			
Narrative description of project and the outcome: (Including number of patients transported per ambulance per annum on an average)			
Brief description of actual services provided:			
Fleet details: • Number of vehicles (Four wheel motorized) operated • Number of ambulances owned • Number of ambulances leased			

Instructions:

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

ANNEXURE-13: FINANCIAL CAPABILITY OF THE BIDDER/MEMBER

(To be submitted by each member in case of

consortium) Name of Bidder/Member

Role of Bidder/Member.....

Revenue-Expenditure Statement

(In Rs. Lacs)

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

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Note:

1. This information should be extracted from the Annual Financial Statement / Balance Sheet which should be enclosed and this response sheet shall be certified by the Statutory Auditor.
 2. The Single Entity or the Consortium should provide the Financial Capability of its own / of the Consortium Members/Financially evaluated company.
 3. In Role of Member specify whether it is a Single Entity, Lead Member or Member of the Consortium or Affiliate or Parent.
 4. The Bidder along with Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Proposal Due Date.
 5. Financial Year 1 (FY1) will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
1. The bidder shall provide an Auditor's Certificate specifying the Revenue / Income/ Gross Receipts of the bidder and its Consortium members and also specifying the methodology adopted for calculating the same.
 2. The Bidder shall attach the copies of the audited balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Proposal Due Date of its Associate whose Financial Capacity has been claimed.

ANNEXURE-13A: FINANCIAL CAPABILITY OF THE BIDDER MEMBER

(To be submitted by each member separately in case of consortium)

In Crore (Equity Commitment (%) * Rs. [] Crore)

For the above calculations, we have considered Net Worth by Member in Bidding Consortium and/ or Parent/ Affiliate as per following details:

Name of Consortium Member Company	Name of Company / Parent/ Ultimate Parent/ Affiliate/ Consortium Member whose Turn Over is to be considered	Relationship with Bidding Company* (if any)	Financial Year to be considered for Turn Over	Turn Over (in Rs. Crore) of the Consortium Member Company	Equity Commitment (in %age) in Bidding Consortium	Committ-ed Net Worth (in Rs. Crore)
Company 1						
Total						

** The column for "Relationship with Bidding Company" is to be filled only in case the financial capability of Parent/Affiliate has been used for meeting Qualification Requirements. Further, documentary evidence to establish the relationship, duly certified by the company secretary/chartered accountant is required to be attached with the format.*

**(Signature & Name of the person Authorized
Stamp of By the board)**

**(Signature and
Auditor**

Date:

SP

[Signature]

ANNEXURE- 14:**REPORTING FORMATS****OPERATIONS & MANAGEMENT OF 104 JE SERVICES
- RSHS (NHM), RAJASTHAN****R/1 Closing status-wise summary sheet**

Up to reporting month:

[..... - 2020] Print date & time

S.No	Closing status		during the month			Up to the month		
	Code	type	No. of cases		% of cases	No. of Cases		% of cases
1	2	3	4		6	7		9
		Availed						
1	1	Emergency calls – 104 Janani Express (From home to hospital)						
2	2	Non Emergency calls – 104 Janani Express (From hospital to home)						
3	3	104 Janani Express (Referrals)						
		Total Availed	n		(n/N)x100	p		(p/P)x100
		Not Availed						
4	4	Emergency calls – 104 Janani Express (From home to hospital)						
5	5	Non Emergency calls – 104 Janani Express (From hospital to home)						
6	6	104 Janani Express (Referrals)						
		Total Not Availed	m		(m/N)x100	q		(q/P)x100
		Vehicle Busy						
7	7	Emergency calls – 104 Janani Express (From home to hospital)						
8	8	Non Emergency calls – 104 Janani Express (From hospital to home)						
9	9	104 Janani Express (Referrals)						
		Total Vehicle Busy	o		(o/N)x100	r		(r/P)x100
		Total:	N		(N/N)x100	P		(P/P)x100

**OPERATIONS & MANAGEMENT OF 104 JE
SERVICES – RSHS (NHM), RAJASTHAN
R/2**

**District-wise 104 Janani Express utilization detail [MONTHLY
REPORT] for the reporting month: [..... - 2020]**

Print date & time

S.No	Name of District	No. of ambulances in the district	Detail of trips				No. of ambulances			No. of institutional deliveries carried by 104 JE	No. of deliveries in 104 JE	No. of neonates (upto 1 year) carried by 104 JE	Remarks
			Availed	Not availed	Total (Col. 4+5)	Average trips/ Ambulance (Col. 6/3)	Remained Off-road	making less than and equal to 5 trips	making more than 5 trips				
1	2	3	4	5	6	7	8	9	10	11	12	13	14
Total													

A SP 



District-wise Block-wise 104 Janani Express utilization in 50 High Focus Blocks

[MONTHLY REPORT] Up to the reporting month: [.....] – 2020] Print date & time

Total	S.No			
	Name of District			
	Name of Block/ Tehsil			
	Registration no. of ambulance			
	Ambulance type			
	Avalied no. of trips			
	Not avalied no. of trips			
	Total no. of trips			
	Distance covered for avalied trips (in Kms)			
	Distance covered for NOT avalied trips (in Kms)			
	Total distance (in Kms)			
	Total no. of beneficiaries			
	No. of institutional deliveries carried by 108 amb.			
	No. of deliveries in 104 JE			
	No. of neonates (upto 1 year) carried by 104 JE			
	Avalied no. of trips			
	Not avalied no. of trips			
	Total no. of trips			
	Distance covered for avalied trips (in Kms)			
	Distance covered for NOT avalied trips (in Kms)			
	Total distance (in Kms)			
	Total no. of beneficiaries			
	No. of institutional deliveries carried by 104 JE.			
	No. of deliveries in 104 JE			
	No. of neonates (upto 1 year) carried by 104 JE			

OPERATIONS & MANAGEMENT OF 104 JE SERVICES – RSHS (NHM), RAJASTHAN

R/4

104 Janani Express Real time Off-road [DAILY AND MONTHLY REPORT] For the reporting month: [..... - 2020]

Print date & time

S.No	Name of District	Registration no. of ambulance	Ambulance type	Off-road from date (DD/MM/YYYY)	Off-road to date (DD/MM/YYYY)	Total no. of Off-road days	Reason for Off-road	Reserve Ambulances Deployed from Date	Reserve Ambulances Deployed to Date	Registration no. of Reserve Ambulances	Remarks
1	2	3	4	5	6	7	8	9	10	11	12
	Total:										

[Handwritten signatures and initials]

OPERATIONS & MANAGEMENT OF 104 JE SERVICES – RSHS (NHM), RAJASTHAN

R/5

Details of 104 Janani Express trips [DAILY REPORT] for the reporting

1	S.No
2	Trip no.
3	District name
4	Block name
5	Base location of amb.
6	Base location type (Urban/ Rural/ Desert)
7	Ambulance type
8	Reg. no. of amb.
9	ERS based... Call date and time (DD/MM/YYYY HH:MM:SS AM/PM))
10	Ambulance dispatch time
11	Service type (ANC/PNC/Pregnancy/Infant/ Other)
12	Call Closing Type (Availed/ Not Availed)
13	Chief complaint
14	Home to Hospital/ Hospital to Home/ Referral
15	Full Name of Caller
16	Caller phone no.
17	Full Name of Beneficiary
18	Beneficiary Age (in Months/Years)
19	Beneficiary gender (Male/ Female)
20	Beneficiary PCTS ID (In case of pregnant women)
21	Beneficiary contact no.
22	Beneficiary location/ Beneficiary place/ picked from
23	GPS based(Through Driver mobile App)... Reaching date & time at patient location/ patient place/ picked from (DD/MM/YYYY HH:MM:SS AM/PM)
24	GPS based.(Through Driver mobile App)...Response Time (in Minutes)
25	GPS based(Through Driver mobile App)... Hospital reaching date &time (DD/MM/YYYY HH:MM:SS AM/PM)
26	GPS based...(Through Driver mobile App)... Reaching date & time back to base location (DD/MM/YYYY HH:MM:SS AM/PM)
27	OPD/ IPD/ Emergency no.
28	GPS based... Total distance (in Kms)
29	
30	Driver name
31	Driver/crew mobile no.
32	Remarks

OPERATIONS & MANAGEMENT OF 104 JE SERVICES – RSHS (NHM), RAJASTHAN

R/6

Ambulance-wise detail of medical emergencies handled [DAILY REPORT] Up to reporting date: [DD/MM/YYYY]

1	S.No	
2	District name/ Block Name/ Base Location/ Type	
3	Amb. Type/ Reg. no. of amb.	
4	Launch date (DD/MM/YYYY)	
5	Availed no. of trips	Today
6	Not availed no. of trips	
7	Total no. of trips	
8	Distance covered for availed trips (in Kms)	
9	Distance covered for NOT availed trips (in Kms)	
10	Total distance (in Kms)	during the month (cumulative up to date)
11	Availed no. of trips	
12	Not availed no. of trips	
13	Total no. of trips	
14	Distance covered for availed trips (in Kms)	
15	Distance covered for NOT availed trips (in Kms)	
16	Total distance (in Kms)	Up to date (cumulative since the launch date)
17	Availed no. of trips	
18	Not availed no. of trips	
19	Total no. of trips	
20	Distance covered for availed trips (in Kms)	
21	Distance covered for NOT availed trips (in Kms)	
22	Total distance (in Kms)	

2

A SP. [Signature] [Signature] [Signature] [Signature] [Signature]

OPERATIONS & MANAGEMENT OF 104 JE SERVICES – RSHS (NHM), RAJASTHAN
R/9

District wise, Vehicle wise, Insurance & Fitness [Monthly REPORT]
(Separate format for each type of vehicle)

For the month: [..... - 2020]

Print date & time

Monthly Statement regarding information of Insurance & Fitness of					
Month.....					
S.No.	District	Ambulance No.	Fitness Due Date	Fitness Done on Date	Insurance Due Date
Renewed fitness & Insurance Certificate in the current month should follow with report.					

[Handwritten signatures and initials]

Operational Vehicle report [Monthly REPORT]
(Separate format for each type of vehicle)

For the month: [..... - 2020]
Print date & time

Monthly Operational Vehicle report						
Month.....						
S.No.	District	Ambulance No.	Make	Year Modal	On road days	K.M. operated in the Month
						Progressive K.M. of Ambulance

R/12

Reporting Month:

S.No.	District name	No. of Ambulance	No. of Ambulance Functional	ANC	Pregnancy Cases	PNC	Sick Neonates/Infants	Others (Sterilization/RBS K Referrals)	District Total
	Total								

Average Response time (Through Driver Mobile app)		
Semi Urban	Rural	Desert Area

ANNEXURE- 15: STAFF DEPLOYMENT & TRAINING

AMBULANCE STAFF:

Ambulance Drivers (As in Government for driving of light (HCV/LMV) vehicles)

- Vehicular Safety Checks
- Elements
- Ambulance Driving Techniques
- Accident Avoidance and Crash Procedures
- Basic Life Support
- Disaster Management Protocols

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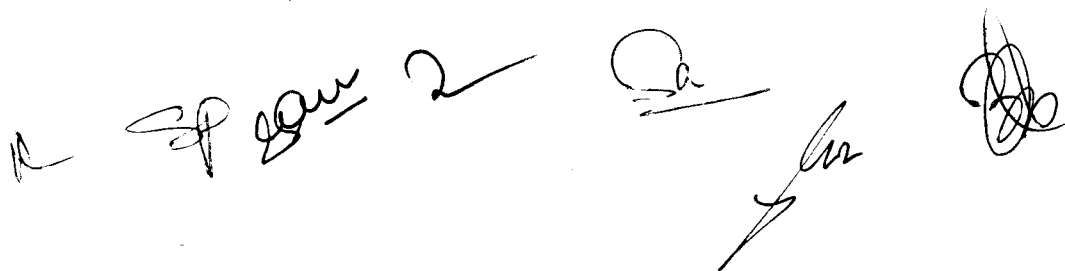

ANNEXURE- 16: CHECK LIST OF DOCUMENTS

Check List of documents to be submitted along with the technical proposal to RSHS (NHM):-

S.No.	List of documents	Y/N	Page no.
1	To demonstrate annual turnover/ gross receipts in this segment of at least Rs.50 Crores in words (Rs.Fifty Crores) of annual average turnovers during last three Consecutive Financial Years, the bidder shall submit audited annual accounts for last 3 years		
2	In case of a Consortium, Audited Annual Reports and financial statements of all the Members of Consortium		
3	Board resolutions {as per Annexure-3A(i) & 3A (ii)}		
4	Joint Bidding Agreement (as per Annexure-9).		
5	Anti-Collusion Certificate (as per Annexure-10B).		
6	Financial Capability of the bidder duly certified by C.A. (as per Annexure-13 & 13A).		

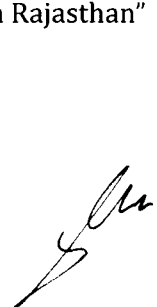
1	DD for cost of RFP of Rs. 1,00,000/- in favor of Rajasthan State Health Society, payable at Jaipur (Nonrefundable) Scanned copy with online proposal		
2	DD towards RISL Processing fees for Rs. 1000/- in favor of M.D. RISL payable at Jaipur (Non-refundable) Scanned copy with online proposal		
3	"Bid security DD/Bankers Cheque/ Bank Guarantee for Rs. 4.00 crores (Four Crores only) in favor of "Rajasthan State Health society". Scanned copy with online proposal.		
4	Certificates from the organizations to whom services have been provided in past.		
5	Duly filled up Application Form (as per Annexure-1).		
6	Format for undertaking (as per Annexure-1A).		
7	Covering Letter cum Project Undertakings as per Annexure-4.		
8	Power of Attorney authorizing the signatory for signing the proposal on behalf of the proposer/Bidder as per Annexure-5.		
9	In case of consortium, original Power of attorney for signing of application by the lead member as per Annexure-6.		
10	Letter of Exclusivity (in case of application by Consortium) as per Annexure-8.		

Request for Proposal of " Operations & Management of 104 Janani Express in Rajasthan"



11	Affidavit certifying that entity/promoters/Directors/members of an entity are not blacklisted as per Annexure 10A,10A1,10A2.		
13	Affidavit of Declaration (Anti Collusion Certificate) mentioning that the applicant/consortium will not collude with the other applicants as per Annexure-10B		
14	A summary of relevant past experience and its registration should also be provided as per Annexure-11.		
15	Details of all information related to past experience and background should describe the nature of work, name & address of client, date of award of assignment, size of the project etc. as per Annexure-12.		
16	Proposed organizational structure and Curriculum Vitae (CV) of key personnel to be involved in the operation of the project.		
17	Service tax clearance certificate / no dues from the assessing officer.		
18	Certificates of relevant experience issued by government or any other organizations by a competent authority.		

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ANNEXURE 17

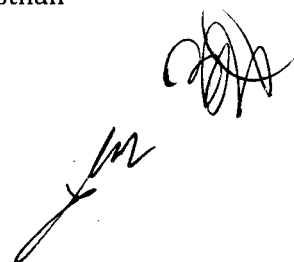
Details of Ambulances/ Vehicles to be operationalized under 104-JE Ambulance Project

Details of 104 Ambulance kilometers of vehicles			
Sr. No.	Model Year	Make	Count of Year Modal
1	2007	Tata Sumo	1
2	2012	Maruti Omni	364
3	2012	Tata Sumo	1
4	2013	Maruti Eeco	39
5	2013	Maruti Omni	23
6	2013	Tata Sumo	1
7	2014	Maruti Eeco	52
8	2014	Maruti Omni	9
9	2014	Tata Sumo	90
10	2015	Tata Sumo	1
Grand Total			581

Details of other Ambulances to be introduced in fleet of 104 JE			
Sr. no.	Model Year	Make	Count of Ambulance
1	2013	Tata Winger	138
2	2014	Tata Winger	49
3	2015	Tata Winger	1
4	2016	Tata Winger	1
Grand Total			189

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Annexure- 18

Required Enclosures with the Invoice for 104 JE

1. Computer Log sheet of the Vehicle.
2. Off road statement of Vehicles.
3. GPS statement of Vehicles.
4. No. of available vehicle/ working vehicle/ working days.
5. PCR/BTR form certificate certified by BCMO.

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Annexure - 19

Technical Specifications/requirements of GPS device to be installed in all vehicles

(104 Janani Express)

Minimum Hardware Specifications of VTS/ GPS Device Components

Environmental

- Operating temperature: -30 to +80 °C
- Storage: -40 to +85 °C

Power Supply

- Supply voltage range: 6 to 32V DC
- Current consumption during transmission: less than 150mA
- Device should have internal battery (4 – 6 hours backup) to support uninterrupted service while disconnection of main power supply.

GSM/ GPRS

- Built-in GSM antenna: Quad Band
- 6 MB flash memory for embedded application: 2 MB RAM
- Frequency band: 850/ 1900 MHz and 900/1800 MHz

GPS

- Built-in antenna
- CE, ROHS & FCC Certified

Compulsory requirements:

- “Make In India” GPS device.
- GPS devices compatible with RAAS (Rajasthan accountability & Assurance system)
- Vendor lock free GPS device
- Information of transmission protocol, IMEI No., SIM No., GPS device Make/ Model should be provided to the department for integration with RAAS (Rajasthan Assurance Accountability System) developed by DoIT&C.
- SOS/ ALERT Button facility to capture the movement and various locations of trip (Base (Start) location, Patient location, Hospital location, Base Location after drop) to calculate GPS based Response Time between Base location and Patient location.
- SMS Integration – SMS will be sent to Caller as soon as the ambulance is dispatched, as per above statement.
- One operational sample GPS device (of each type) need to be deposited to NHM along with the information to IMEI No., SIM No., GPS device make/model.
- A dedicated team (not less than 2 nos) of GPS Service Provider should be deployed at SIHFWJaipur for trouble shooting, correction or amendments in reports, user-management, vehicle-management, master data management, response time etc.

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Annexure – 20

(BTR)

BTR form(Beneficiary Trip record)

Incident/ Case ID*

A. Driver Details

Zone :

Date : *

City/Town/Village :

Vehicle Location :

Ambulance registration no.* :-

Trip No :-*

Trip paid : Yes / No (
 √)

Amount of trip(if any) :-

Pilot ID* :

Pilot Name :

B. Beneficiary/Patients Details

Patient Name* :

Age* :

Sex :

Insurance :

Yes / No

Mobile no*..:

Aadhar /Ration Card / Other Id no :

Identification Marks :

Height :

Weight :

Res. Address* & Pin code :

Chief Complaint* :-

Vehicle Type : 104- janani Express / Others(V)

Area : Urban/Rural/Tribal

Incident Location :

City/Town/Village :

Tehsil :

District :

Father/Spouse Name :

Callers Contact no. :

Attendant Name :

other Contact no.(If
available) :

Relationship :

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Mention if Aid reached at scene
before vehicle arrival:-

I received above mentioned
articles of patients/ Beneficiary(
If Any):- *

C. Response time
Details* :-

	Odometer reading	Time (hh:mm)
Call received at ambulance		
Vehicle departure from location		
Vehicle arrival at scene		
Reaching victim		
Vehicle departure from scene		
Enroute to hospital		
Arrival at hospital		
Handed over victim to hospital		
Departure from hospital		
Back to base		
Delay in reaching victim :		
Reason if not proceeded :		
Reason for not serving victim after reaching site :		

D. Hospital / Facility Details* :-

Destination Hospital Name		Arrival time at hospital
*:-	Telephone no. :	*:-
Comments of the receiving	:	MLC No.

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hospital* :-

Name & Sign (Doctor / incharge)

.*

Designation :

Hospital Seal *:

Patient/Attendant Sign* :

Date :

Time :

Extrication details if available :

Name of good samaritan :

Contact no. :

Address :

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Annexure – 21

Details of 104 Ambulance kilometers of vehicles				
S. No.	Ambulance No.	Make	Year Modal	Progressive K.M. Of Ambulance
1	RJ01PA2242	Maruti Omni	2012	322974
2	RJ01PA2230	Maruti Omni	2012	209874
3	RJ01PA2236	Maruti Omni	2012	199649
4	RJ01PA2235	Maruti Omni	2012	239974
5	RJ01PA2237	Maruti Omni	2012	203935
6	RJ01PA2229	Maruti Omni	2012	317146
7	RJ01PA2241	Maruti Omni	2012	221790
8	RJ01PA2228	Maruti Omni	2012	204849
9	RJ01PA2234	Maruti Omni	2012	208560
10	RJ01PA2239	Maruti Omni	2012	113100
11	RJ01PA2232	Maruti Omni	2012	176388
12	RJ01PA2233	Maruti Omni	2012	122376
13	RJ01PA2238	Maruti Omni	2012	173213
14	RJ01PA2240	Maruti Omni	2012	198352
15	RJ01PA2231	Maruti Omni	2012	238838
16	RJ48PA0012	Maruti Eeco	2014	370897
17	RJ36PA2036	Maruti Eeco	2014	221723
18	RJ36PA2053	Maruti Eeco	2014	307054
19	RJ01PA3091	Maruti Eeco	2014	302301
20	RJ01PA3094	Maruti Eeco	2014	283690
21	RJ01PA3244	Maruti Eeco	2014	214355
22	RJ02PA2619	Maruti Omni	2012	292896
23	RJ02PA2628	Maruti Omni	2012	197966
24	RJ02PA2630	Maruti Omni	2012	204222
25	RJ02PA2621	Maruti Omni	2012	140186
26	RJ02PA2626	Maruti Omni	2012	217427
27	RJ02PA2625	Maruti Omni	2012	178660
28	RJ02PA2627	Maruti Omni	2012	201272
29	RJ02PA2634	Maruti Omni	2012	178170
30	RJ02PA2635	Maruti Omni	2012	177294
31	RJ02PA2631	Maruti Omni	2012	223424
32	RJ02PA2636	Maruti Omni	2012	209660
33	RJ02PA2622	Maruti Omni	2012	128728
34	RJ02PA2632	Maruti Omni	2012	184363
35	RJ02PA2624	Maruti Omni	2012	236329
36	RJ02PA2629	Maruti Omni	2012	162040
37	RJ02PA2620	Maruti Omni	2012	266619

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38	RJ02PA2633	Maruti Omni	2012	315558
39	RJ02PA2623	Maruti Omni	2012	188928
40	RJ02PA3085	Maruti Eeco	2013	229517
41	RJ02PA3086	Maruti Eeco	2013	263310
42	RJ02PA3083	Maruti Eeco	2013	288389
43	RJ02PA3084	Maruti Eeco	2013	210851
44	RJ02PA3082	Maruti Eeco	2013	299528
45	RJ02PA3087	Maruti Eeco	2013	305946
46	RJ02PA3079	Maruti Eeco	2013	250638
47	RJ02PA3081	Maruti Eeco	2013	239625
48	RJ03PA2437	Tata Sumo	2012	185269
49	RJ03PA2438	Maruti Omni	2012	237888
50	RJ03PA2439	Maruti Omni	2012	335282
51	RJ03PA2442	Maruti Omni	2012	206672
52	RJ03PA2443	Maruti Omni	2012	287990
53	RJ03PA2444	Maruti Omni	2012	345196
54	RJ03PA2445	Maruti Omni	2012	233192
55	RJ03PA2446	Maruti Omni	2012	274952
56	RJ03PA2447	Maruti Omni	2012	181680
57	RJ03PA2448	Maruti Omni	2012	131014
58	RJ03PA2440	Maruti Omni	2012	176094
59	RJ03PA2441	Maruti Omni	2012	217342
60	RJ03PA2449	Maruti Omni	2012	251824
61	RJ03PA3147	Tata Sumo	2014	312805
62	RJ03PA3146	Tata Sumo	2014	120496
63	RJ03PA3148	Tata Sumo	2014	303086
64	RJ03PA3149	Tata Sumo	2014	289778
65	RJ03PA3150	Tata Sumo	2014	240096
66	RJ03PA3151	Tata Sumo	2014	198083
67	RJ03PA3152	Tata Sumo	2014	197690
68	RJ28PA0788	Maruti Omni	2012	155038
69	RJ28PA0782	Maruti Omni	2012	143896
70	RJ28PA0785	Maruti Omni	2012	230762
71	RJ28PA0787	Maruti Omni	2012	162510
72	RJ28PA0783	Maruti Omni	2012	183330
73	RJ28PA0790	Maruti Omni	2012	208462
74	RJ28PA0784	Maruti Omni	2012	200800
75	RJ28PA0781	Maruti Omni	2012	270699
76	RJ28PA0780	Maruti Omni	2012	398396
77	RJ28PA0789	Maruti Omni	2012	356740
78	RJ28PA1030	Maruti Omni	2014	275921
79	RJ28PA1035	Tata Sumo	2014	257006
80	RJ28PA1033	Tata Sumo	2014	247530

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81	RJ28PA1034	Maruti Omni	2014	420458
82	RJ28PA1031	Tata Sumo	2014	263020
83	RJ28PA1032	Tata Sumo	2014	244051
84	RJ28PA1029	Tata Sumo	2014	306144
85	RJ28PA1028	Maruti Omni	2014	412190
86	RJ04UA0641	Tata Sumo	2007	523234
87	RJ04PA2715	Maruti Omni	2012	283880
88	RJ04PA2723	Maruti Omni	2012	359545
89	RJ04PA2710	Maruti Omni	2012	364498
90	RJ04PA2719	Maruti Omni	2012	298484
91	RJ04PA2720	Maruti Omni	2012	258700
92	RJ04PA2711	Maruti Omni	2012	333499
93	RJ04PA2712	Maruti Omni	2012	313322
94	RJ04PA2716	Maruti Omni	2012	283800
95	RJ04PA2714	Maruti Omni	2012	284640
96	RJ04PA2725	Maruti Omni	2012	390209
97	RJ04PA2718	Maruti Omni	2012	368457
98	RJ04PA2721	Maruti Omni	2012	178853
99	RJ04PA2717	Maruti Omni	2012	218925
100	RJ04PA2722	Maruti Omni	2012	158491
101	RJ04PA2713	Maruti Omni	2012	311055
102	RJ04PA3403	Tata Sumo	2014	359340
103	RJ05PA2083	Maruti Omni	2012	143803
104	RJ05PA2092	Maruti Omni	2012	134158
105	RJ05PA2085	Maruti Omni	2012	156486
106	RJ05PA2087	Maruti Omni	2012	131041
107	RJ05PA2082	Maruti Omni	2012	271770
108	RJ05PA2093	Maruti Omni	2012	107327
109	RJ05PA2084	Maruti Omni	2012	214652
110	RJ05PA2086	Maruti Omni	2012	118613
111	RJ05PA2088	Maruti Omni	2012	164197
112	RJ05PA2089	Maruti Omni	2012	191195
113	RJ05PA2091	Maruti Omni	2012	204966
114	RJ05PA2080	Maruti Omni	2012	210597
115	RJ05PA2081	Maruti Omni	2012	236653
116	RJ05PA2090	Maruti Omni	2012	171703
117	RJ05PA2547	Maruti Omni	2014	309042
118	RJ05PA2548	Maruti Eeco	2014	249362
119	RJ05PA2550	Maruti Eeco	2014	257980
120	RJ05PA2552	Maruti Eeco	2014	170470
121	RJ05PA2545	Maruti Eeco	2014	254834
122	RJ05PA2549	Maruti Eeco	2014	227525
123	RJ05PA2546	Maruti Eeco	2014	164426

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124	RJ05PA2572	Maruti Eeco	2014	262797
125	RJ06PA3512	Maruti Omni	2012	217475
126	RJ06PA3513	Maruti Omni	2012	259149
127	RJ06PA3515	Maruti Omni	2012	298170
128	RJ06PA3517	Maruti Omni	2012	202384
129	RJ06PA3518	Maruti Omni	2012	200600
130	RJ06PA3520	Maruti Omni	2012	172987
131	RJ06PA3521	Maruti Omni	2012	327488
132	RJ06PA3522	Maruti Omni	2012	199199
133	RJ06PA3514	Maruti Omni	2012	167914
134	RJ06PA3523	Maruti Omni	2012	217320
135	RJ06PA3516	Maruti Omni	2012	176143
136	RJ06PA4247	Maruti Eeco	2014	321745
137	RJ06PA4245	Maruti Eeco	2014	294793
138	RJ06PA4249	Maruti Eeco	2014	183437
139	RJ06PA4244	Maruti Eeco	2014	222060
140	RJ06PA4246	Maruti Eeco	2014	190919
141	RJ06PA4250	Maruti Eeco	2014	252934
142	RJ06PA4248	Maruti Eeco	2014	160858
143	RJ06PA4252	Maruti Eeco	2014	174704
144	RJ06PA4251	Maruti Eeco	2014	281902
145	RJ07PA5596	Maruti Omni	2012	228630
146	RJ07PA5599	Maruti Omni	2012	345407
147	RJ07PA5606	Maruti Omni	2012	170279
148	RJ07PA5607	Maruti Omni	2012	320353
149	RJ07PA5601	Maruti Omni	2012	333905
150	RJ07PA5594	Maruti Omni	2012	231823
151	RJ07PA5595	Maruti Omni	2012	270757
152	RJ07PA5593	Maruti Omni	2012	359882
153	RJ07PA5597	Maruti Omni	2012	445000
154	RJ07PA5603	Maruti Omni	2012	361899
155	RJ07PA5598	Maruti Omni	2012	224478
156	RJ07PA5602	Maruti Omni	2012	300468
157	RJ07PA5604	Maruti Omni	2012	216755
158	RJ07PA6741	Tata Sumo	2014	346260
159	RJ07PA7369	Tata Sumo	2014	298168
160	RJ07PA6743	Tata Sumo	2014	396960
161	RJ07PA6739	Tata Sumo	2014	370311
162	RJ07PA6740	Tata Sumo	2014	338451
163	RJ07PA6744	Tata Sumo	2014	235495
164	RJ08PA1108	Maruti Omni	2012	252792
165	RJ08PA1107	Maruti Omni	2012	248707
166	RJ08PA1110	Maruti Omni	2012	176676

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167	RJ08PA1105	Maruti Omni	2012	295635
168	RJ08PA1106	Maruti Omni	2012	253970
169	RJ08PA1104	Maruti Omni	2012	165904
170	RJ08PA1109	Maruti Omni	2012	251285
171	RJ08PA1355	Tata Sumo	2014	253242
172	RJ08PA1361	Tata Sumo	2014	230005
173	RJ08PA1358	Tata Sumo	2014	366592
174	RJ08PA1359	Tata Sumo	2014	302697
175	RJ08PA1356	Tata Sumo	2014	333060
176	RJ08PA1357	Tata Sumo	2014	286217
177	RJ08PA1360	Maruti Omni	2014	260293
178	RJ09PA2754	Maruti Omni	2012	255817
179	RJ09PA2747	Maruti Omni	2012	165033
180	RJ09PA2759	Maruti Omni	2012	220232
181	RJ09PA2758	Maruti Omni	2012	125764
182	RJ09PA2749	Maruti Omni	2012	133717
183	RJ09PA2750	Maruti Omni	2012	200014
184	RJ09PA2756	Maruti Omni	2012	182106
185	RJ09PA2752	Maruti Omni	2012	199075
186	RJ09PA2748	Maruti Omni	2012	189358
187	RJ09PA2751	Maruti Omni	2012	195286
188	RJ09PA2757	Maruti Omni	2012	135331
189	RJ09PA3268	Tata Sumo	2014	339525
190	RJ09PA3266	Tata Sumo	2014	377123
191	RJ09PA3265	Tata Sumo	2014	303987
192	RJ09PA3263	Tata Sumo	2014	246225
193	RJ09PA3267	Tata Sumo	2014	250897
194	RJ09PA3264	Tata Sumo	2014	333364
195	RJ10PA4410	Maruti Omni	2012	307248
196	RJ10PA4411	Maruti Omni	2012	373870
197	RJ10PA4421	Maruti Omni	2012	216142
198	RJ10PA4422	Maruti Omni	2012	270815
199	RJ10PA4412	Maruti Omni	2012	235658
200	RJ10PA4418	Maruti Omni	2012	249049
201	RJ10PA4419	Maruti Omni	2012	175683
202	RJ10PA4420	Maruti Omni	2012	153011
203	RJ10PA4416	Maruti Omni	2012	475614
204	RJ10PA4413	Maruti Omni	2012	214940
205	RJ10PA4414	Maruti Omni	2012	259685
206	RJ10PA4415	Maruti Omni	2012	231406
207	RJ10PA5201	Maruti Eeco	2014	342840
208	RJ10PA5202	Maruti Eeco	2014	410379
209	RJ29PA1285	Maruti Omni	2012	178842

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210	RJ29PA1290	Maruti Omni	2012	184253
211	RJ29PA1286	Maruti Omni	2012	212816
212	RJ29PA1289	Maruti Omni	2012	161272
213	RJ29PA1283	Maruti Omni	2012	269459
214	RJ29PA1287	Maruti Omni	2012	207709
215	RJ29PA1288	Maruti Omni	2012	157574
216	RJ29PA1284	Maruti Omni	2012	238545
217	RJ29PA1741	Maruti Eeco	2013	280495
218	RJ29PA1743	Maruti Eeco	2013	366476
219	RJ29PA1744	Maruti Eeco	2013	272218
220	RJ29PA1742	Maruti Eeco	2013	193185
221	RJ11PA0614	Maruti Omni	2012	249708
222	RJ11PA0615	Maruti Omni	2012	226910
223	RJ11PA0617	Maruti Omni	2012	293781
224	RJ11PA0618	Maruti Omni	2012	245497
225	RJ11PA0620	Maruti Omni	2012	231282
226	RJ11PA0616	Maruti Omni	2012	213088
227	RJ11PA0619	Maruti Omni	2012	232140
228	RJ11PA0832	Maruti Omni	2014	273031
229	RJ11PA0833	Maruti Omni	2014	259049
230	RJ11PA0834	Tata Sumo	2014	223375
231	RJ12PA1584	Maruti Omni	2012	175645
232	RJ12PA1590	Maruti Omni	2012	145743
233	RJ12PA1591	Maruti Omni	2012	268518
234	RJ12PA1582	Maruti Omni	2012	135451
235	RJ12PA1585	Maruti Omni	2012	253233
236	RJ12PA1588	Maruti Omni	2012	145800
237	RJ12PA1583	Maruti Omni	2012	344294
238	RJ12PA1587	Maruti Omni	2012	149755
239	RJ12PA1586	Maruti Omni	2012	156355
240	RJ12PA1589	Maruti Omni	2012	202841
241	RJ12PA1592	Maruti Omni	2012	313325
242	RJ12PA1579	Maruti Omni	2012	249027
243	RJ12PA1580	Maruti Omni	2012	166590
244	RJ12PA1581	Maruti Omni	2012	165455
245	RJ12PA2078	Maruti Omni	2014	212511
246	RJ12PA2079	Tata Sumo	2014	271565
247	RJ13PA4207	Maruti Omni	2012	243370
248	RJ13PA4208	Maruti Omni	2012	208059
249	RJ13PA4203	Maruti Omni	2012	250916
250	RJ13PA4204	Maruti Omni	2012	284730
251	RJ13PA4206	Maruti Omni	2012	358880
252	RJ13PA4202	Maruti Omni	2012	268187

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253	RJ13PA4205	Maruti Omni	2012	324054
254	RJ13PA4209	Maruti Omni	2012	272156
255	RJ13PA4210	Maruti Omni	2012	276661
256	RJ13PA4903	Maruti Eeco	2013	298102
257	RJ13PA4906	Maruti Eeco	2013	348142
258	RJ13PA4901	Maruti Eeco	2013	370818
259	RJ13PA4902	Maruti Eeco	2013	341463
260	RJ13PA4904	Maruti Eeco	2013	347913
261	RJ13PA4899	Maruti Eeco	2013	254671
262	RJ13PA4900	Maruti Eeco	2013	226428
263	RJ13PA4907	Maruti Eeco	2013	317824
264	RJ13PA4905	Maruti Eeco	2013	406624
265	RJ31PA2883	Maruti Omni	2012	238319
266	RJ31PA2892	Maruti Omni	2012	210465
267	RJ31PA2894	Maruti Omni	2012	262247
268	RJ31PA2893	Maruti Omni	2012	239376
269	RJ31PA2887	Maruti Omni	2012	294204
270	RJ31PA2889	Maruti Omni	2012	328399
271	RJ31PA2890	Maruti Omni	2012	299701
272	RJ31PA2886	Maruti Omni	2012	289678
273	RJ31PA2884	Maruti Omni	2012	328513
274	RJ31PA2885	Maruti Omni	2012	217321
275	RJ31PA3481	Maruti Eeco	2014	340605
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277	RJ31PA3479	Maruti Eeco	2014	353645
278	RJ31PA3486	Maruti Eeco	2014	466840
279	RJ31PA3482	Maruti Eeco	2014	311734
280	RJ31PA3483	Maruti Eeco	2014	303056
281	RJ14PC2096	Maruti Omni	2012	287700
282	RJ14PC2112	Maruti Omni	2012	250963
283	RJ14PC2092	Maruti Omni	2012	242299
284	RJ14PC2109	Maruti Omni	2012	202030
285	RJ14PC2091	Maruti Omni	2012	244833
286	RJ14PC2111	Maruti Omni	2012	227306
287	RJ14PC2114	Maruti Omni	2012	171095
288	RJ14PC2094	Maruti Omni	2012	227535
289	RJ14PC2108	Maruti Omni	2012	235626
290	RJ14PC2110	Maruti Omni	2012	285048
291	RJ14PC2095	Maruti Omni	2012	210245
292	RJ14PC7829	Maruti Eeco	2014	425442
293	RJ14PC7570	Maruti Eeco	2014	343401
294	RJ52PA0020	Maruti Eeco	2014	327355
295	RJ52PA0032	Maruti Eeco	2014	338387

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296	RJ14PC2113	Maruti Omni	2012	221959
297	RJ14PC2107	Maruti Omni	2012	238146
298	RJ14PC2099	Maruti Omni	2012	153266
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302	RJ14PC7590	Maruti Eeco	2014	291858
303	RJ14PC7508	Maruti Eeco	2014	334331
304	RJ14PC7804	Maruti Eeco	2014	378824
305	RJ14PC7564	Maruti Eeco	2014	210105
306	RJ15PA1522	Maruti Omni	2013	333417
307	RJ15PA1532	Maruti Omni	2013	239396
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313	RJ15PA1529	Maruti Omni	2013	249263
314	RJ15PA1523	Maruti Omni	2013	339723
315	RJ15PA1527	Maruti Omni	2013	207265
316	RJ15PA1528	Maruti Omni	2013	375761
317	RJ15PA1530	Maruti Omni	2013	263694
318	RJ15PA1531	Maruti Omni	2013	281150
319	RJ15PA1733	Tata Sumo	2014	275001
320	RJ15PA1734	Tata Sumo	2014	544107
321	RJ16PA2454	Maruti Omni	2012	134100
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328	RJ16PA2451	Maruti Omni	2012	97031
329	RJ16PA2448	Maruti Omni	2012	120762
330	RJ16PA2450	Maruti Omni	2012	150939
331	RJ16PA2445	Maruti Omni	2012	148162
332	RJ16PA2447	Maruti Omni	2012	115105
333	RJ16PA2449	Maruti Omni	2012	107516
334	RJ16PA2456	Maruti Omni	2012	80603
335	RJ16PA2457	Maruti Omni	2012	140440
336	RJ16PA2904	Tata Sumo	2013	219897
337	RJ16PA2906	Tata Sumo	2014	315226
338	RJ16PA2905	Tata Sumo	2014	246030

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339	RJ17PA0988	Maruti Omni	2012	259355
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343	RJ17PA0986	Maruti Omni	2012	233188
344	RJ17PA0990	Maruti Omni	2012	201729
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347	RJ17PA0993	Maruti Omni	2012	232771
348	RJ17PA0983	Maruti Omni	2012	241392
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351	RJ17PA1269	Tata Sumo	2014	273297
352	RJ17PA1253	Tata Sumo	2014	433878
353	RJ17PA1267	Tata Sumo	2014	225940
354	RJ17PA1314	Tata Sumo	2014	322105
355	RJ17PA1238	Tata Sumo	2014	267702
356	RJ17PA1268	Tata Sumo	2014	384780
357	RJ17PA1247	Tata Sumo	2014	317484
358	RJ17PA1250	Tata Sumo	2014	257766
359	RJ17PA1275	Tata Sumo	2014	367426
360	RJ18PA5030	Maruti Omni	2012	171990
361	RJ18PA5029	Maruti Omni	2012	151570
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363	RJ18PA5037	Maruti Omni	2012	134254
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365	RJ18PA5035	Maruti Omni	2012	107179
366	RJ18PA5031	Maruti Omni	2012	251272
367	RJ18PA5034	Maruti Omni	2012	207011
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369	RJ18PA5033	Maruti Omni	2012	152270
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373	RJ19PA6546	Maruti Omni	2012	261081
374	RJ19PA6532	Maruti Omni	2012	277742
375	RJ19PA6547	Maruti Omni	2012	331697
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377	RJ19PA6539	Maruti Omni	2012	176494
378	RJ19PA6538	Maruti Omni	2012	162501
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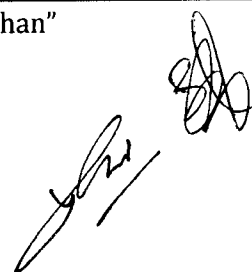
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392	RJ19PA8435	Maruti Eeco	2013	149276
393	RJ19PA8426	Maruti Eeco	2013	301718
394	RJ19PA8437	Maruti Eeco	2013	257434
395	RJ19PA8430	Maruti Eeco	2013	297130
396	RJ19PA8433	Maruti Eeco	2013	185229
397	RJ19PA8436	Maruti Eeco	2013	214455
398	RJ34PA1152	Maruti Omni	2012	176696
399	RJ34PA1153	Maruti Omni	2012	180297
400	RJ34PA1148	Maruti Omni	2012	188305
401	RJ34PA1149	Maruti Omni	2012	158255
402	RJ34PA1154	Maruti Omni	2012	160665
403	RJ34PA1155	Maruti Omni	2012	168930
404	RJ34PA1150	Maruti Omni	2012	216298
405	RJ34PA1151	Maruti Omni	2012	199219
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413	RJ20PA5781	Maruti Omni	2012	262597
414	RJ20PA5782	Maruti Omni	2012	247180
415	RJ20PA5783	Maruti Omni	2012	175876
416	RJ20PA5784	Maruti Omni	2012	223938
417	RJ20PA5785	Maruti Omni	2012	181052
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419	RJ33PA0157	Maruti Eeco	2014	205667
420	RJ33PA0165	Tata Sumo	2014	165565
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422	RJ20PA7334	Tata Sumo	2014	197942
423	RJ33PA0170	Maruti Eeco	2014	285844
424	RJ20PA7183	Tata Sumo	2014	269346

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425	RJ21PA1590	Maruti Omni	2012	164434
426	RJ21PA1565	Maruti Omni	2012	320798
427	RJ21PA1586	Maruti Omni	2012	82681
428	RJ21PA1588	Maruti Omni	2012	98161
429	RJ21PA1568	Maruti Omni	2012	207927
430	RJ21PA1581	Maruti Omni	2012	177636
431	RJ21PA1567	Maruti Omni	2012	151860
432	RJ21PA1589	Maruti Omni	2012	222404
433	RJ21PA1585	Maruti Omni	2012	250117
434	RJ21PA1566	Maruti Omni	2012	228743
435	RJ21PA1569	Maruti Omni	2012	212794
436	RJ21PA1582	Maruti Omni	2012	151272
437	RJ21PA1583	Maruti Omni	2012	203812
438	RJ21PA1591	Maruti Omni	2013	222029
439	RJ21PA1854	Maruti Omni	2013	182115
440	RJ21PA2035	Tata Sumo	2014	193362
441	RJ21PA2036	Tata Sumo	2014	193965
442	RJ37PA1641	Tata Sumo	2014	260889
443	RJ37PA1632	Tata Sumo	2014	350416
444	RJ21PA2063	Tata Sumo	2014	296810
445	RJ21PA2087	Tata Sumo	2014	216968
446	RJ21PA2034	Tata Sumo	2014	228687
447	RJ37PA1945	Tata Sumo	2015	186698
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451	RJ22PA2423	Maruti Omni	2012	175417
452	RJ22PA2422	Maruti Omni	2012	199786
453	RJ22PA2420	Maruti Omni	2012	319053
454	RJ22PA2421	Maruti Omni	2012	173253
455	RJ22PA2426	Maruti Omni	2012	203760
456	RJ22PA3029	Maruti Omni	2014	364277
457	RJ22PA3034	Maruti Eeco	2014	254894
458	RJ22PA3030	Maruti Eeco	2014	211859
459	RJ22PA3028	Maruti Eeco	2014	308635
460	RJ22PA3033	Maruti Eeco	2014	195491
461	RJ22PA3032	Maruti Eeco	2014	217086
462	RJ35PA0216	Maruti Omni	2012	270143
463	RJ35PA0218	Maruti Omni	2012	174312
464	RJ35PA0215	Maruti Omni	2012	128560
465	RJ35PA0217	Maruti Omni	2012	309084
466	RJ35PA0213	Maruti Omni	2012	224417
467	RJ35PA0214	Maruti Omni	2012	142041

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470	RJ35PA0318	Tata Sumo	2014	268101
471	RJ35PA0320	Tata Sumo	2014	380039
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490	RJ25PA1103	Maruti Omni	2012	184887
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517	RJ24PA3116	Maruti Omni	2013	199829
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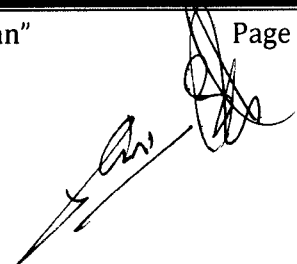
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Annexure – 22

104 Janani Express (penalty check list)

1. Condition of outer body of ambulance is good (stickering and displaying correct information about scheme and services). [Yes/ No]
2. Functioning of driver's mobile app –verify it through last trip entry . [Yes/ No]
3. General cleanliness' is good. [Yes/ No]
4. Siren, Mike, Light bar, Lights (Head light, Tail light, Side light) are available and working properly. [Yes/ No]
5. All four tyres and stepney are in good condition. [Yes/ No]
6. Infection control through antiseptic solutions cleaning is maintained. [Yes/ No]
7. Functional vehicle tool kit is available. [Yes/ No]
8. First aid KIT are available & Functional. [Yes/ No]
9. Condition of inner body of ambulance is good (floor and foot step). [Yes/ No]
10. Vehicle is self-start. [Yes/ No]
11. Ambulance staff found in uniform. [Yes/ No]
12. Staff / Beneficiary records are maintained properly.
 - A. Certified BTR(Beneficiary Trip Records) forms (Random check 2 or 3 forms) --- [Yes/ No]
 - B. Valid Driving License
13. Availability of Vehicles Valid Certificates-----[Yes/ No]
 - A. Valid Insurance certificate
 - B. valid fitness certificate
 - C. Valid pollution under control(PUC)
 - D. valid Job card & verify entry of maintenance in last months

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ANNEXURE-24
Certificate (On Letter Head of CA)

This is to certify that I have verified the Books of Account and relevant documents of M/s.....having its registered office at District & State..... The total turnover as per Books of Accounts produced before me for verification is as follows:-

S.No.	Financial Year	Annual Turnover
1.	2016-17	
2.	2017-18	
3.	2018-19	
	Average Turnover in the last three Years.	

According to above information average annual turnover is Rs...../-

Sign & Seal of(In blue ink only)

Chartered Accountant

Date:-

Reg. No.:-

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Annexure – 23
Repair Maintenance Schedule:-

S. No.	Nature of complaint and nature of repair (to be verified and certified by the CMHO)	Tentative Up time Period
MINOR REPAIR		
1	Tyre Puncture	No up time
2	Tyre Replacement (4 + 1)	4-6 Hours
3	Washing and Greasing	4 Hours
4	Leaf Spring Failures	8 Hours
5	Complete suspension	2 Days
6	Brake problem and repair	1 Days
7	Engine and Gearbox Minor repair job	1 Days
8	Engine overhauling	7 Days
9	Self Starter failures	1 Days
10	Clutch Repair Job	1 Days
PREVENTIVE MAINTENANCE		
11	Schedule Service	2 Days
MAJOR REPAIR		
12	Minor accident	1week
13	Major accidents	1 Month/ as per inspection report submitted by CM&HO office.
14	Refurbishment Minor	7 days
15	Refurbishment Major	1 Month (after permission). In case of new ambulance after 2 years.
16	Poor Parts availability in case of Tata Winger model(if any)	In case of non availability of parts, SERVICE PROVIDER will inform RSHS (NHM) and it will be verified by concerning authority of RSHS (NHM) who will verify the facts and accordingly time will be granted.

If the vehicle remains off road for more than 2 days for Maintenance schedule as mentioned above then Supporting documents from the competent authority concerned CM&HO office will be required along with the monthly bills submitted by the Service Provider for payments.

- Total fleet of Ambulances 104 –JE should be operational all the time, In any condition no ambulance shall be off-road at any point of time. It shall be the duty of Service provider to keep the reserve ambulances to replace the off-road ambulances in case it is not done so, Penalty will be imposed as per clause 7 (6).



ANNEXURE-25

FINANCIAL BID

(A) Implementation of Operations & Management of 104 JE in Rajasthan: Charges for Operation & maintenance quoted in BoQ of the 104 Janani Express services will include following:-

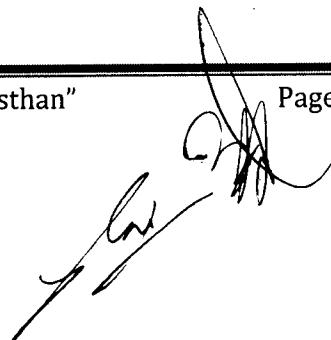
1. Salary & allowances of the personnel deployed
2. Recruitment & training
3. Staff Insurance & Others
4. Fuel
5. Installation of GPS in all 600 Janani Express Ambulances
6. Comprehensive maintenance charges of ambulances
7. Ambulance comprehensive insurance (from Government agency/ Government Insurance company)
8. Uniforms
9. Ambulance mobile phones and Rugged Tablets
10. Conveyance & travelling
11. Asset insurance
12. Telephone, Mobile, internet services
13. Rent of office buildings, electricity & water
14. Housekeeping
15. Maintenance of hardwares, and equipments etc.
16. Postage & courier, printing and stationary
17. All other miscellaneous expenses & Charges
18. All the stipulations of the RFP

(B) Implementation of Operations & Management of 104 JE in Rajasthan: Charges for Operation & maintenance quoted in BoQ of the 104 Janani Express services will include following:-

1. Rent of Fresh/New Turnkey Ambulances (Hire/lease)
2. Salary & allowances of the personnel deployed
3. Recruitment & training
4. Staff Insurance & Others
5. Fuel
6. Installation of GPS devices in Turnkey Ambulances
7. Comprehensive maintenance charges of ambulances
8. Ambulance comprehensive insurance (from Government agency/ Government Insurance company)
9. Uniforms
10. Ambulance mobile phones and Rugged Tablets
11. Conveyance & travelling
12. Asset insurance
13. Telephone, Mobile, internet services
14. Rent of office buildings, electricity & water
15. Housekeeping
16. Maintenance of hardwares, and equipments etc.
17. Postage & courier, printing and stationary
18. All other miscellaneous expenses & Charges
19. All the stipulations of the RFP

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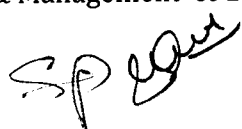
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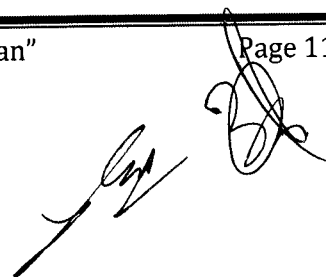
Annexure 26
Specification of Hardware

The minimum technical specifications of the hardware (Tablet) to be procured

Specification Name	Specifications for 8" Tablet
Operating System	Android 9.0 or higher
Display Size (Minimum) (Inch)	8
Display Resolution (Minimum) (Pixels)	1280 x 800
Display Type	LCD / IPS
Type of Touch Screen	Capacitive
Display Colour (Minimum)	16 million
Brightness (Minimum) (Nits)	310 or higher
Connectivity Type (Minimum)	Wifi + Cellular
GPS	Required
AGPS	Required
Wi-Fi Connectivity Type	802.11 a/b/g/n 2.4ghz + 5ghz
Bluetooth Connectivity (Minimum Version)	4.2
Processor Speed (Minimum) (GHz)	1.8 ghz or higher
Processor Core (Minimum) (Number)	4
Processor Architecture	64 Bit
Processor Make	Exynos / Qualcomm SD/ Mediatek
RAM Size (Minimum) (GB)	2 or higher
Internal Storage Capacity (GB)	32 or higher
Micro SD Card Support	128GB or higher
Rear Camera (Minimum) (Mega Pixel)	8
Front Camera (Minimum) (Mega Pixel)	2
Video Recording Resolution (Minimum)	1080p

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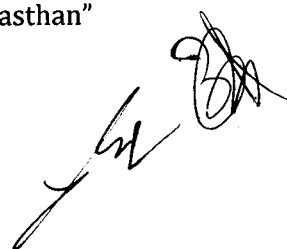
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Video Recording Frame Rate (Minimum) (fps)	30 or more
Digital Zoom	Required
Geo tagging Feature	Required
Battery Capacity (minimum) (mAH)	5000 or higher
Weight including Battery (max) (Grams)	350
Specific Absorption Rate (SAR)	</= 1.6 Watts/Kg
BIS Registration Under CRS of Meity for Tablet along with Battery	Required
Certifications : CE, FCC, ROHS, SAR, CB/UL	Required
Google Mobile Service Certification for Android OS	Required
Accessories (Minimum)	USB Cable, OTG Cable, Charger, Tempered Glass, Compatible Carry Case, Compatible Protective Cover, Compatible Ear Phones, Tablet Mount Stand
USB Ports	Micro or Type C
Audio Port	3.5mm Jack
Inbuilt Speakers	Required
Mobile Device Management (MDM) License and Support (Year)	2
Minimum Operating Temperature (Degree C)	-20
Maximum Operating Temperature (Degree C)	55
Minimum Operating Humidity (%RH)	40
Maximum Operating Humidity (%RH)	95
Warranty Period for Battery (Minimum) (Year)	2
Warranty Period for Tablet (Minimum) (Year)	2
Manufacturing Unit	MADE IN INDIA

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Annexure A

Compliance With The Code Of Integrity And No Conflict Of Interest

Any person participating in a procurement process shall -

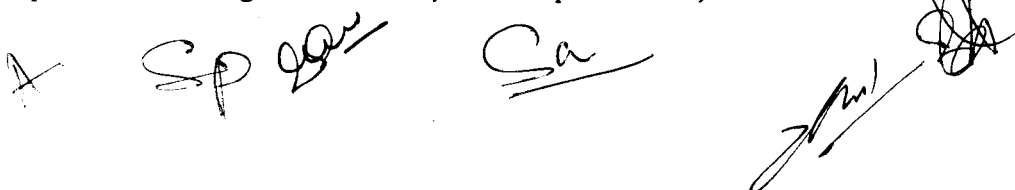
- (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) not indulge in any collusion, Bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any, and
- (h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- (i) A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to:
 - a. have controlling partners/shareholders in common; or
 - b. receive or have received any direct or indirect subsidy from any of them; or
 - c. have the same legal representative for purposes of the Bid; or
 - d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. the Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid shall result in the disqualification of all bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Worker or Services that are the subject of the Bid; or
 - g. bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.



Annexure-B

Declaration By The Bidder Regarding Qualifications

In relation to my/our Bid submitted to.....for procurement of in response to their Notice Inviting Bids No.....Dated.....I/We hereby declare under section 7 of Rajasthan Transparency in Public Procurement Act, 2012 and rules 2013, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administrated by a court or a judicial officer , not have my/our business activities suspended and not the subject of legal proceeding for any of the forgoing reasons;
4. I/we do not have, and our directors and officers not have , been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualification to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings ;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Documents, which materially affects fair competition;

Date:

Signature of Bidder(In blue ink only)

Place:

Name:

Designation:

Address:

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Annexure-C

Grievance Redressal During Procurement Process

The designated and address of the **First Appellate Authority** is Principal Secretary, Medical & Health.

The designation and address of the **Second Appellate Authority** is Secretary Finance, (Budget) Department, GoR.

(1) Filling an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provision of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten (10) days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or on grounds on which he feels aggrieved.

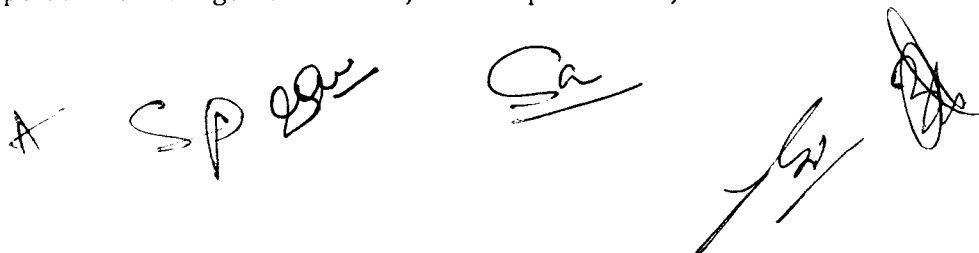
Provide that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings;

Provided further that in case Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within thirty (30) days from the date of the appeal.
- (3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2) or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the first Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file as second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen (15) days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.
- (4) **Appeal not to lie in certain cases**

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) determination of need of procurement;
- (b) provision limiting participation of Bidders in the Bid process;
- (c) the decision of whether or not to enter into negotiation;
- (d) cancellation of a procurement process;
- (e) Applicability of the provisions of confidentiality.

The bottom of the page contains several handwritten signatures and initials. From left to right, there is a small 'A', a signature that appears to be 'SP', a signature that appears to be 'Ca', and two more signatures on the right side, one of which is a large, stylized signature.

(5) Form of Appeal

- (a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

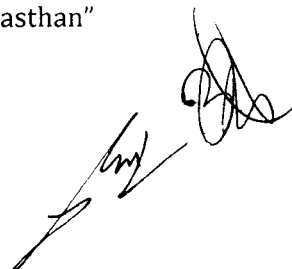
(6) Fee for filling appeal

- (a) Fee for first appeal shall be Rupees Two Thousand Five Hundred (Rs. 2,500/-) and for second appeal shall be Rupees Ten Thousand (Rs. 10,000/-) which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall
 - i. hear all the parties to appeal present before him; and
 - ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above also is placed on the state Public Procurement Portal.

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Memorandum of Appeal under the Rajasthan Transparency in public Procurement Act, 2012

Appeal No.....of.....

Before the (First/Second Appellant Authority)

1. Particulars of appellant:

- i. Name of the appellant:
- ii. Official address, if any:
- iii. Residential address:

2. Name and address of the respondent(s):

- i.
- ii.
- iii.

3. Number and date of the order appealed against
and name and designation of the officer/authority

who passed the order (enclosed copy), or a statement
of a decision, action or omission of the Procuring Entity
in contravention to the provision of the Act by which the
appellant is aggrieved:

4. If the Appellant proposes to be represented by
a representative, the name and postal address
of the representative:

5. Number of affidavits and documents enclosed with the appeal:

6. Ground of appeal:

.....
..... (Supported by an
affidavit)

7. Prayer.....
.....

Place.....

Date.....

Appellant's Signature

A S P

Ca

Annexure D

Additional Conditions of Contract

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity shall correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- ii. If there is an error in a total corresponding to the addition or subtraction of subtotal, the subtotals shall prevail and the total shall be corrected; and
- iii. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

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