



राज्य स्वास्थ्य समिति, बिहार

An ISO 9001:2008 Certified Agency



Advertised Tender Enquiry

Tender Enquiry

for

Outsourcing of Centralized Call Centre and Operation and Management of Fleet of Ambulances in Bihar

Tender Enq. Ref. No.: SHSB/EMS/2016 Dated: 30/01/2016

State Health Society, Bihar
Parivar Kalyan Bhawan, Sheikhpura, Patna - 800014
Ph: 9473197721
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**NOTICE INVITING TENDERS (NIT)
FOR**

**Outsourcing of Centralized Call Centre and Operation and
Management of Fleet of Ambulances in Bihar**

Tender Enq. Ref. No.: SHSB/EMS/2016

Dated: 30/01/2016

- (1) Executive Director, State Health Society, Bihar (SHSB), Patna invites tenders from eligible and qualified organizations for **Outsourcing of Centralized Call Centre and Operation and Management of Fleet of Ambulances in Bihar**.
- (2) SHSB intends to outsource call centre services, manage and operationalising its fleet of ambulances (fleet life ranging from 2-6 years). The fleet has approximately 795 ambulances and 50 mortuary vans in different conditions. Of these nearly 266 ambulances are of nearly 2 years old and rest of the ambulances are 5-6 years old. The 50 mortuary vans are nearly 3 years old. The makers of these ambulances are Tata and Force and mortuary vans are Maruti (Eco). Initially, SHSB shall provide a minimum of 500 ambulances and rest shall be provided after necessary repair to the service provider. All ambulances shall be provided to the bidder in motor able conditions as certified by MVI with all the existing equipment. In due course of time, existing fleet might be expanded up to approx 1000 vehicles.
- (3) The primary objective is to receive calls, identify patients' location and locate nearest ambulance available through GPS, give dispatch direction to concerned driver/ EMT and coordinate for safe and timely transportation of patient to Government health facility through the call center & ambulance operational control room. The Agency will also depute drivers and EMT for running Ambulance services. The detailed Scope of Services is given in the Tender Document. It is clarified that the number of Ambulances in the required circumstances/ situation may increase or decrease, accordingly subject to its adjustments and consequences between the parties, which in no way would affect the tender conditions what so ever it may be.
- (4) Tender documents may be downloaded from State Health Society, Bihar website. The technical bid should accompany a non-refundable tender fee of INR 10,000/- (Rupees ten thousand only) in form of demand Draft/ Bank Guarantee drawn in favour of State Health Society, Bihar payable at Patna.
- (5) Bidders can submit their bids on or before 23/02/2016 up to 16:00 Hrs. along with Bid Security (Earnest Money Deposit) of INR 25.00 Lakhs (twenty-five lakhs) either through by post or hand in dispatch section of "**Executive Director, State Health Society, Bihar, Pariwar Kalyan Bhawan, Sheikhpura, Patna – 800014**". The tenders submitted up to the scheduled date and time shall be opened on the same day at 17:00 Hrs. The bidder's authorized representative may attend the tender opening (technical bid) on the date and time mentioned above.
- (6) Pre-bid meeting is scheduled at 15:00 Hrs. on 11/02/2016 in the Conference Room of State Health Society, Bihar. Interested prospective bidders may attend the pre-bid meeting to seek clarification on any aspects of the tender document.
- (7) All further notifications/amendments, if any shall be posted on www.statehealthsocietybihar.org. No separate communication shall be made with individual bidders.

**Executive Director,
State Health Society, Bihar, Patna**

CHAPTER- I: INSTRUCTIONS TO BIDDERS (ITB)

A. PREAMBLE

1. Introduction

- 1.1 The Tender Inviting Authority(TIA) has issued these Tender Documents for Outsourcing of Call centre services, manage and operationalize the fleet of Ambulance in Bihar mentioned in Chapter – III“Scope of Services”. Scope of services is divided in two parts: centralized call centre and operation and management of fleet of ambulances.
- 1.2 This Chapter provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the Tender Inviting Authority for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 1.3 Before preparing the tender and submitting the same to the Tender Inviting Authority, the bidder should read and examine all the terms & conditions, instructions, checklist etc. contained in the Tender Documents. Failure to provide required information or to comply with the instructions incorporated in these Tender Documents may result in rejection of tender(s) submitted by bidders.

2. Availability of Funds

- 2.1 Expenditure to be incurred for the proposed outsourcing of services will be met from the funds available with the Client as provided by Ministry of Health and Family Welfare, Govt. of India and/or Government of Bihar.

3. Language of Tender

- 3.1 The tender submitted by the bidder and documents relating to the tender shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- 3.2 The correspondences relating to the tender exchanged between bidder and Tender Inviting Authority may also be written in the Hindi language.

4. Bidder's Eligibility and Qualification

- 4.1 This invitation for tenders is open to all Organizations (Proprietorship Firms, Partnership Firms, Limited Liability Partnership Firms, Companies registered under Companies Act, 1956 or Societies Act, Trusts, Societies registered under respective Act and Jurisdiction in India) who fulfil the eligibility and qualification criteria specified hereunder. The bidder may form Consortium with other firms to enhance their qualifications. A Consortium may be formed of maximum three (3) individual firms. In such a case, the lead firm / bidder along with all the Consortium members shall be jointly and severally liable for satisfactory performance of services, in case contract is awarded. Further in case the consortium firm itself if at all fails to abide by the terms and conditions or keep it on back foot, the same shall be the responsibilities of lead firm and in that case, the tender inviting authority shall proceed against them appropriately.
 - (a) The bidder and/or Consortium should have achieved a total combined turnover of more than 30 crores in last 3 years (FY 2012-13, 2013-14, 2014-15) with not less than 5 crores turn over in any of the last 3 years.

- (b) The bidder and/or Consortium should have executed contract(s) of Operation and management of at least 100 BLS Ambulances or 40 ALS ambulances supported by a Call Centre of at least 20 seats during any one of the last three Financial Years (FY 2012-13, 2013-14, 2014-15).
- (c) The bidder and/or Consortium Partners should not be currently (bid due date) debarred / blacklisted or convicted by any organization/ Institution Department of any State Govt./ Govt. of India.
- 4.2 In support of the requirement given in ITB Para 4.1 (a) and (b), the bidder and/or Consortium should furnish “Separate Performance Statement” in the format given in “Form C – Experience/ Performance Statement Form” of Chapter V of the Bidding Documents.
- 4.3 In support of the requirement given in ITB Para 4.1 (c), the bidder and/or Consortium should furnish an “affidavit” separately sworn before executive magistrate.
- 4.4 The bidders who do not meet the eligibility and qualification criteria specified above will be treated as non – responsive / ineligible and will not be considered further.
- 5. Tendering Expense**
- 5.1 The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and subsequently processing the same. The Tender Inviting Authority will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

B. TENDER ENQUIRY DOCUMENTS

6. Content of Tender Enquiry Documents

- 6.1 The Tender Enquiry Documents include the following Chapters, in addition to the ‘Notice Inviting Tenders (NIT):
- Chapter I –Instructions to Bidders (ITB)
 - Chapter II –Conditions of Contract (COC)
 - Chapter III – Scope of Services
 - Chapter IV – Financial Bid Format/Schedule
 - Chapter V – Other Standard Forms
- 6.2 The relevant details of the required goods and services, terms & conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and also the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details etc to proceed further.

7. Amendments to Tender Documents

- 7.1 At any time prior to the deadline for submission of tenders, the Tender Inviting Authority may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it.
- 7.2 Such an amendment will be notified on www.statehealthsocietybihar.org and the same shall be binding to all prospective Bidders..
- 7.3 In order to provide reasonable time to prospective bidders to take necessary action in preparing their tenders as per the amendment, the Tender Inviting Authority may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.
- 7.4 Any bidder who has downloaded the tender document should watch for amendment, if any, issued on the above website and Tender Inviting Authority will not issue separate communication to them. Tender Inviting Authority shall not be responsible in any manner if prospective Bidders miss any notifications placed on above website.

8. Clarifications of Tender Documents

- 8.1 A prospective bidder requiring any clarification regarding terms & conditions, technical specifications etc. given in the Tender Documents may submit written request for clarifications to Shri Sudhir Kumar, Senior Deputy Collector-cum-In-charge Referral Transport by post within 1 (one) day of date of pre-bid meeting.
- 8.2 All the prospective bidders will be notified of response to clarifications only through website www.statehealthsocietybihar.org. Any bidder who has downloaded the tender document should watch for clarifications, if any, issued on the above website and Tender Inviting Authority will not issue separate communication to them.
- 8.3 Tender Inviting Authority shall not be responsible in any manner if a prospective bidder fails to notice any notifications placed on above website.

9. Pre-Bid Meeting

- 9.1 In order to provide response to any doubt regarding terms and conditions, scope of services and conditions of contract etc. given in the tender document, a pre-bid meeting has been scheduled to be held in the office of Tender Inviting authority as per details given hereunder:

Date & Time : 11/02/2016 at 3:00 PM
Venue : Conference Hall, State Health Society, Bihar,
Parivar Kalyan Bhawan, Sheikhpura, Patna
Contact Person : Shri Sudhir Kumar,
Sr. Dy. Collector cum I/c. Referral Transport
Mobile: +91-9473197721

- 9.2 During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, they shall be asked to submit their written request by close of office next day. The Tender Inviting Authority shall upload written response to such requests for clarifications, without identifying its source. In case required, amendments, in terms of para 9 above shall be issued, which shall be binding on all prospective bidders.

C. PREPARATION OF TENDERS

10. Documents Comprising the Tender

- 10.1 The **Two Bid System**, i.e. “Technical Bid” (Envelope-A) and “Financial Bid” (Envelope-B) prepared by the bidder, shall comprise the following:

A) Technical Bid - (Envelope-A)

- i) Non-refundable tender fee of INR 10,000/- (Rupees ten thousand only) in form of demand Draft/ Bank Guarantee drawn in favour of The Executive Director, State Health Society, Bihar payable at Patna
- ii) Earnest money furnished in accordance with ITB Para 16;
- iii) Tender Form as per Form-A of Chapter-V given in the Tender Document.
- iv) Bidder Information Form as per Form-B of Chapter V given in the Tender Document
- v) Experience / Performance Statement as per format given in Form-C of Chapter-V along with self attested copies of orders or any other document in support of performance of services.
- vi) Affidavit Sworn before notary as per paragraph 4.1 (c) in the Tender Document.
- vii) Power of Attorney in favour of signatory of Tender Documents.
- viii) Certificate of Incorporation/ Registration of the bidder and Consortium partner(s) (as the case may be).
- ix) Letter of Association from all Consortium Partners,if any, to associate with the prime bidder (as the case may be)issued on their letter head with seal and sign.
- x) Self attested copy of Audited Annual Report having Balance Sheet, Profit & Loss Statement, Income & Expenditure Statement and other related financial statements of last 3 Financial Year (2012-13, 2013-14, 2014-15). Only CA certificate will not be accepted for annual turnover.

- xi) Income Tax Return for last three Assessment Years (2015-16, 2014-15, 2013-14)
- xii) Self attested copy of PAN card of bidder/ all consortium partner
- xiii) Self attested copy of Sales Tax / VAT registration/ service tax registration certificate of bidder/ all consortium partner
- xiv) Checklist as per format given in Form-F of Chapter V

B) Financial Bid – (Envelope-B)

Bidder should submit Financial Bid as per Format of Bidding Schedule given in Chapter-IV.

11. Tender currencies

- 11.1 The bidder should quote only in Indian Rupees.
- 11.2 Tenders, where prices are quoted in any other currency shall be treated as non-responsive and rejected.

12. Tender Prices

- 12.1 The Bidder shall indicate on the Price Schedule provided under Chapter-IV, all the specified components of prices shown therein including the unit prices and total tender prices of the services as per Scope of Services given in Tender Document. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a bidder, same should be filled as “Not Applicable” by the bidder.

13. Price

- 13.1 Cost escalation is not allowed for the first two years. Applicable date will be the date of commissioning of the project. Any upward/ downward revision in prices shall be allowed only on non-accumulated basis. Price escalation on the management cost will be allowed on the basis of WPI (wholesale price index) as declared by the competent authority starting third year. Starting third year, the per kilometre running cost will be decided as per the prevailing cost of fuel and is subject to revision per quarter in case of any unprecedented rise or fall in fuel prices.

14. Alternative Tenders

- 14.1 Alternative Tenders are not permitted. All those bidders shall be disqualified if any person (s) (i.e. partner (s) in case of a partnership firm, member (s) in case of a company or the proprietor in case of a proprietorship firm, as the case may be) holds share (ownerships) in more than one bidding entities who have participated in this tender process”.

15. Documents establishing Compliance of Services as per Tender Document

- 15.1 The bidder must submit Tender Form (Form-A) duly signed by authorised signatory certifying compliance on the Scope of services incorporated in the Tender Documents.
- 15.2 In case there is any variation and/or deviation between the scope of services prescribed by the Tender Inviting Authority and that offered by the bidder, the bidder shall list out the same in the above statement without any ambiguity.
- 15.3 If a bidder furnishes wrong and/or misleading/misleading data, statement(s) etc. about the services offered by it, or for any other wrong information its tender will be rejected in addition to penalty provisions available to the Tender Inviting Authority in this regard.

16. Earnest Money Deposit (EMD)

- 16.1 All Bidders shall furnish along with its tender, earnest money deposit /bid security of INR 25.00 Lakh (Rupees twenty-five lakhs) in the form of Demand Draft / Bank Guarantee.
- 16.2 No exemption is allowed in EMD. Without valid EMD, bid shall be rejected.
- 16.3 The EMD should be provided from any commercial bank and should be pledged to The Executive Director, State Health Society, Bihar, payable at Patna. In case EMD is submitted in form of Bank Guarantee, it should be as per the format given in Form-D of Chapter V.
- 16.4 The earnest money deposited in form of BG shall be valid for 150 days from date of due date of submission of bids.

- 16.5 Unsuccessful bidders' earnest money will be returned to them without any interest, after finalization of tender. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from that bidder.
- 16.6 Earnest Money is required to protect the Tender Inviting Authority against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited and the bidder shall be blacklisted, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Tender Inviting Authority. The successful bidder's earnest money will also be forfeited without prejudice to other rights of Tender Inviting Authority if it fails to furnish the required performance security within the specified period even by way of withdrawals or amends its tender or impairs or derogates or intended not to proceed in the matter even before furnishing performance security/ signing its agreement whatever it may be.

17. Tender Validity

- 17.1 The tenders shall remain valid for a period of 150 days after the due date of submission of bids. Any tender valid for a shorter period shall be treated as nonresponsive and rejected.
- 17.2 In exceptional situations, the bidders may be requested by the Tender Inviting Authority to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by speed-post/e-mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender are also required to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its tender validity without forfeiting its EMD.

18. Signing and Sealing of Tender

- 18.1 The Bidders shall submit their tenders as per schedule indicated in Notice Inviting Tenders (NIT) and any amendments made in due date for submission of bids.
- 18.2 Tender Documents is invited in two bids System i.e. "Technical Bid (EMD & Technical Documents) – **Envelope-A**" and "Financial Bid" – **Envelope-B**
- 18.3 The Technical and Financial bids shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 18.4 All the pages of the tender shall be duly signed at the appropriate places as indicated in the Tender Documents and all other pages of the tender including printed literature, if any shall also be signed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender. However, no correction in financial bid shall be allowed even if with signature of the person signing the bid.
- 18.5 The bidder is to seal the Technical and Financial bids in separate envelopes duly superscribed and sealed and both these envelopes tender in envelopes should then to be put in a bigger outer envelope, which should also be sealed and duly superscribed. The outer and well as inner envelopes should have complete address of bidder as well as Tender Inviting Authority. In addition, the due date for submission and opening of bids should also be mentioned on outer envelope and envelope containing Technical Bids.
- 18.6 If the outer envelope is not sealed and marked properly as above, the Tender Inviting Authority will not assume any responsibility for its misplacement, premature opening, late opening etc.

D. SUBMISSION OF TENDERS

19. Submission of Tenders

- 19.1 Unless otherwise specified, tenders should be received up to scheduled date and time as per date and time given in NIT including amendments in dates as notified on website www.statehealthsocietybihar.org

20. Late Tender

- 20.1 The tenders submitted after due date time for submission of bids shall not be accepted. Such bids shall be returned unopened to bidders.

21. Alteration and Withdrawal of Tender

- 21.1 The bids can't be withdrawn or altered after due date and time for submission of bids.
21.2 Notwithstanding contained in clause 16.6. If a bidder withdraws the tender any time during the due date and time for submission of bids and last date of validity of bids, it will result in forfeiture of the earnest money furnished by the bidder in its tender.

E. TENDER OPENING

22. Opening of Tenders

- 22.1 The Tender Inviting Authority will open the tenders at the date and time as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Tender Inviting Authority, the tenders will be opened at the appointed time and place on the next working day.
- 22.2 Authorized representatives of the bidders, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the bidders.
- 22.3 The "**Technical Bid (Envelope-A)**" shall be opened at the first instance, at the prescribed time and date as indicated in NIT. These Bids shall be scrutinized and evaluated by the designated committee with reference to parameters prescribed in the Tender Document. "**Financial Bid (Envelope-B)**" of only the technically responsive acceptable offers (as decided in the first stage) shall be opened for further scrutiny. The prices offered will be read out by tender opening official(s).

F. SCRUTINY AND EVALUATION OF TENDERS

23. Basic Principle

- 23.1 Tenders will be evaluated and considered on the basis of the terms & conditions already incorporated in the NIT / Tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders.

24. Preliminary Scrutiny of Tenders

- 24.1 The Tender Inviting Authority will examine the Tenders to determine whether they are complete, whether required surety have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 24.2 Prior to detailed evaluation of Tenders, the Tender Inviting Authority will determine the substantial responsiveness of each Tender to the Tender Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the Tender Documents without material deviations.
- 24.3 Notwithstanding any things contained in this NIT. The following are some of the important aspects, however, not restricted to these, for which a tender shall be declared non – responsive / ineligible and will be summarily rejected;

- (i) Tender form as per format given in Form-A of Chapter V (signed and stamped) not submitted
- (ii) Tender validity is shorter than the required period.
- (iii) Required EMD have not been submitted.
- (iv) Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities or organisation as per Clause 4.1 (c) of Chapter-I of this NIT.
- (v) Bidder is not eligible and qualified as per ITB Para 4 in all.
- (vi) Others terms and conditions are required to be considered in order to proceed for tender process.

25. Minor Infirmary/Irregularity/Non-Conformity

25.1 If during the preliminary examination, the Tender Inviting Authority find any minor infirmity and/or non-conformity in a tender, curable/acceptable without any prejudice to other bidders, the Tender Inviting Authority may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the Tender Inviting Authority will convey its observation on such 'minor' issues to the bidder by speed post/e-mail asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

26. Discrepancies in Prices

- 26.1 If, in the price quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price shall be corrected accordingly, unless the Tender Inviting Authority feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 26.2 If there is an error / human error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 26.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 26.4 If, as per the judgement of the Tender Inviting Authority, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by speed post/e-mail. If the bidder does not agree to the observation of the Tender Inviting Authority, the tender is liable to be ignored.

27. Bidder's capability to perform the contract

27.1 The Tender Inviting Authority, through the above process of tender scrutiny and evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive bidder, is eligible, qualified and capable in all respects to perform the contract satisfactorily.

28. Contacting the Tender Inviting Authority

- 28.1 From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the Tender Inviting Authority for any reason relating to its tender, it should do so only in writing.
- 28.2 In case a bidder attempts to influence the Tender Inviting Authority in the Tender Inviting Authority's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative and coercive actions being taken against that bidder, as deemed fit by the Tender Inviting Authority.

G. AWARD OF CONTRACT

29. Tender Inviting Authority's Right to accept any tender and to reject any or all tenders

29.1 The Tender Inviting Authority reserves the right to accept in part or in full any tender or reject any tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s)

30. Award Criteria

30.1 The contract will be awarded to the total lowest evaluated responsive bidder decided by the Tender Inviting Authority.

31. Variation in Scope of services at the Time of Award and/or during validity of contract

31.1 The Tender Inviting Authority reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services without any change in unit price or other terms and conditions.

32. Intimation Letter to successful bidder / Notification of Award

32.1 Before expiry of the tender validity period, the Tender Inviting Authority will notify the successful bidder(s) in writing, only by speed post or by e-mail that its tender has been accepted, briefly indicating there in the essential details like description of services and corresponding prices accepted. The successful bidder must furnish to the Tender Inviting Authority the required performance security within 21 days along with the contract agreement from the date of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under COC Clause 4 under Chapter-II.

32.2 The Notification of Award shall constitute the formation of the Contract.

33. Signing of Contract

33.1 The successful bidder should submit required Performance Bank Guarantee and sign the contract within 21 days of notification of award. Agreement will be a tripartite agreement between State Health Society, Bihar, concerned District Health Society and the selected service provider.

CHAPTER – II: CONDITIONS OF CONTRACT (COC)

1. Application

- 1.1 The Conditions of Contract incorporated in Chapter-II, Scope of Services under Chapter-III of this documentshall be applicable for this contract.
- 1.2 The conditions of contract mentioned in this Chapter are introductory and brief description of conditions which will form the part of contract. Additional conditions may be added as required.

2. Use of contract documents and information

- 2.1 The Service Provider shall not, without the Tender Inviting Authority's prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the Tender Inviting Authority in connection therewith, to any person other than the person(s) employed by the Service Provider in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the Service Provider shall not, without the Tender Inviting Authority's prior written consent, make use of any document or information mentioned in COC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the Service Provider, each and every other document mentioned in COC sub-clause 2.1 above shall remain the property of the Tender Inviting Authority and, if advised by the Tender Inviting Authority, all copies of all such documents shall be returned to the Tender Inviting Authority on completion of the Service Provider's performance and obligations under this contract.

3. Intellectual Property Rights

- 3.1 The Service Provider shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the Service Provider under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the Service Provider of the same and the Service Provider shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.

4. Performance Security

- 4.1 Within twenty one (21) days from date of the issue of intimation letter/ notification of award by the Tender Inviting Authority/Ordering Authority, the Service Provider, shall furnish performance security (before signing of this agreement) to the Tender Inviting Authority for an amount equal to INR 5.00 crores (Rupees five crores) valid up one twenty (120) daysafter the date of completion of all contractual obligations by the Service Provider.
- 4.2 The Performance security as above shall be denominated in Indian Rupees and shall be in the formof Bank Guarantee issued by a Scheduled Bank in India, in the format given in Form-E of Chapter-V.

4.3 In the event of any failure /default of the Service Provider with or without any quantifiable loss to the government, the amount of the performance security is liable to be forfeited. The Tender Inviting Authority may do the needful to cover any failure/default of the Service Provider with or without any quantifiable loss to the Government.

4.4 In the event of any amendment issued to the contract, the Service Provider shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

4.5 Tender Inviting Authority will release the Performance Security without any interest to the Service Provider on completion of contractual obligations including the warranty obligations.

5. Scope of Services and Standards

5.1 The Services to be provided by the Service Provider under this contract shall conform to the Scope of Services mentioned under Chapter-III.

6. Insurance

6.1 The Service Provider shall be responsible for insuring all the vehicle, equipment, furniture, etc. for accident, theft, damage, burglary etc.

7. Start of Services

The selected service provider is required to start the services in full conformity to the contract within 90 days of signing of contract. Failure to do so, from 91st day to 120th days, the service provider will be levied INR 50,000/- per day to be appropriated from Performance Bank Guarantee submitted by the service provider. If service provider fails to start the services beyond 120 days, the contract will be terminated and the selected service provider shall be blacklisted and will result in forfeiture of performance bank guarantee.

8. Warranty & Maintenance

8.1 Notwithstanding anything stated in Scope of Services, the Service Provider shall maintain and keep all vehicles and call centre up and running all the time. In case of scheduled maintenance requirement, the Service Provider shall make necessary arrangement so that call centre continues to work uninterrupted. In case of scheduled maintenance requirement of vehicles, the Service Provider should inform the Client's representative 3 days prior to sending vehicle for scheduled maintenance. In case, a vehicle is required to be sent for ad-hoc maintenance, the Service Provider should make sure that the vehicle is not off-the road beyond 48 hours. The condemnation policy for government owned vehicle as issued by Department of Finance, Government of Bihar shall be applicable on each vehicle. The Service Provider will inform the State Health Society/ DHS if any vehicle is damaged beyond repair and should be condemned. SHSB/ DHS will take appropriate measure for condemnation of vehicles at its own cost.

8.2 The service provider should keep daily checklist for the driver for vehicle maintenance and checklist for cleanliness of ambulance on daily morning basis. The selected service provider will be solely responsible for 24X7 maintenance of each vehicle. All checklist shall be monitored and certified by district or facility authority every month. Designated official of Government shall verify checklist on daily/ weekly/ monthly basis.

9. Assignment

- 9.1 The Service Provider shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

10. Sub Contracts

- 10.1 No sub-contracts is allowed without prior permission of the Tender Inviting Authority. The agency should inform in writing about all sub-contracts. Any sub-contract done by the Agency, shall not relieve the Agency from any of its liability or obligation under the terms and conditions of the contract. Sub contracts shall not be inconsistent with the terms of the tender/contract agreement. Sub-contract may be allowed with prior permission of the Tender Inviting Authority only for ancillary services and not the entire or partial contract as per this tender document.

11. Modification of contract

- 11.1 If necessary, the Tender Inviting Authority may, by a written order given to the Service Provider at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract.
- 11.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and/or services to be supplied and provided, or time required by the Service Provider to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or duration of contract, as the case may be, and the contract amended accordingly. If the Service Provider doesn't agree to the adjustment made by the Tender Inviting Authority, the Service Provider shall convey its views to the Tender Inviting Authority within 7 days from the date of the Service Provider's receipt of the Tender Inviting Authority's modification of the contract.

12. Prices

- 12.1 Prices (inclusive of all taxes), to be charged by the Service Provider for provision of services in terms of the contract shall not vary from the corresponding prices quoted by the Service Provider in its tender.

13. Taxes and Duties

- 13.1 Service Provider shall be entirely responsible for all kinds of taxes, duties, fees, levies etc. incurred until delivery of the services to the Tender Inviting Authority.

14. Terms and Mode of Payment

- 14.1 Interest bearing mobilization advance not exceeding 10% (ten percent) of aggregate management cost for one year may be given if requested by the Agency in writing within one month of receiving order to commence the work. In such case, the Agency shall be required to submit Bank Guarantee from scheduled nationalized bank as specified by SHS/ DHS. Such advance shall be made in two or more instalment as decided by SHS/ DHS at their own discretion. Mobilization advance will be calculated on the basis of number of ambulance ready to be deployed. The mobilization advance will bear simple interest and should be equal to the prevailing rate of interest charged by the bank which shall be calculated from the date of payment to the date of recovery, both days inclusive, on the outstanding amount of advance. Repayment procedure to be decided at the time of disbursement from DHS/ SHS.

- 14.2 Invoice in three copies with requisite documents/proofsto concerned DHSor any other agency/ place to be submitted as decided by SHSB.
- 14.3 Monthly Status Report including Number of Ambulance Dispatch Instructions received and Patients served by each Ambulance. Format for submitting information will be shared by SHSB.
- 14.4 Summary of log-Book Entry (No of Trips, Kms travelled, Patients served) of each Ambulance for claim month duly certified by nodal person at Ambulance Base Station/ Health Facility.
- 14.5 Any other document as per norms set by SHSB defined once the contract is awarded.
- 14.6 The Service Provider shall send its claim for payment along with requisite documents latest by 10th day of every month for previous month to the paying authority i.e. designated official at DHS.
- 14.7 The total bill shall be released by DHS within 21 days of every month upon submission of invoice with requisite documents. The service provider should ensure timely submission of bills at designated office with requisite documents.
- 14.8 Format for submitting requisite monthly or any periodic information or data will be shared by SHSB at time of signing the contract or during any time of contract period.
- 14.9 The vehicle (BLS/ ALS/mortuary vans) shall be paid fuel charges at INR 7/- per kilometer per vehicle which will be paid as per actual running kilometer to be verified by DHS.

15. Termination for default

- 15.1 The Tender Inviting Authority, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the Service Provider, terminate the contract in whole or in part, if the Service Provider fails to perform services as specified in the contract or any other contractual obligations within the time period specified in the contract and the firm shall also be blacklisted.
- 15.2 In the event the Tender Inviting Authority terminates the contract in whole or in part, pursuant to Chapter – III clause 8 and 15.1 above, the Tender Inviting Authority may carry out risk purchase of services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Service Provider shall be liable to the Tender Inviting Authority/ Paying Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority/ Paying Authority for arranging such services.
- 15.3 Unless otherwise instructed by the Tender Inviting Authority, the Service Provider shall continue to perform the contract to the extent not terminated.

16. Termination for insolvency

- 16.1 If the Service Provider becomes bankrupt or otherwise insolvent, it will inform to the Tender Inviting Authority with the request to terminate the contract. The Tender Inviting Authority reserves the right to terminate, without any compensation, whatsoever, to the Service Provider, and the Tender Inviting Authority may forfeit the performance security.

17. Force Majeure

- 17.1 Notwithstanding the provisions contained in COC clauses 15, 16 and 17 the Service Provider shall not be liable for imposition of any such sanction so long the delay and/or failure of the Service Provider in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 17.2 For purposes of this clause, Force Majeure means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which is not

foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

- 17.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Tender Inviting Authority in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority in writing, the Agency shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 17.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 17.5 In case due to a Force Majeure event the Tender Inviting Authority is unable to fulfil its contractual commitment and responsibility, the Tender Inviting Authority will notify the Service Provider accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

18. Governing language

- 18.1 The contract shall be written in English language. All correspondence and other documents pertaining to the contract, which the parties exchange, may be written in English/ Hindi language.

19. Notices

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail or facsimile or post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

20. Resolution of disputes/ specific clause of arbitration

- 20.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority and the Service Provider in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 20.2 If the parties fail to resolve their dispute or difference by such mutual consultation within thirty days of its occurrence, then, either the Tender Inviting Authority or the Service Provider shall give notice to the other party of its intention to commence arbitration as agreed. Development Commissioner, Govt. of Bihar will be the sole arbitrator whose decision shall be binding to both the parties.
- 20.3 All disputes arising out of tendering process shall be within the jurisdiction of Patna only.
- 20.4 Venue of Arbitration: The venue of arbitration shall Patna, Bihar.

21. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

22. Third Party Assessment

Tender Inviting Authority, at their own cost, may conduct third party assessment of services rendered and conduct of Agency during project period. The Agency will be informed about such assessment. Tender inviting authority may take action on the basis of findings of third party assessment. Third party assessment may be done on yearly basis or as & when felt necessary by the Client.

CHAPTER - III: SCOPE OF SERVICES

Outsourcing of Centralized Call Centre and Operation and Management of Fleet of Ambulances in Bihar

1. Background

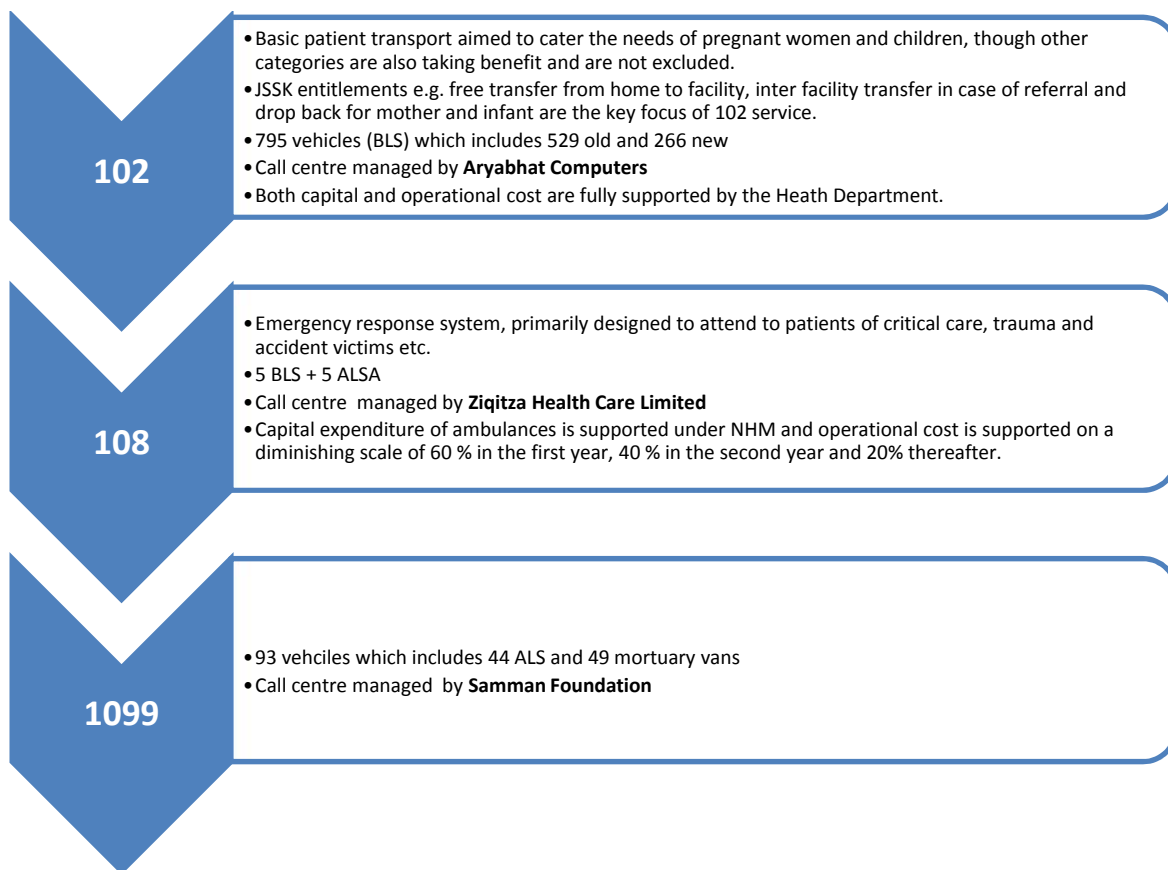
In order to improve maternal and neonatal mortality the State governments has conceived a number of demand and supply side innovations to promote institutional delivery. Institutional delivery largely depends on effective referral transport system. It has been realized that considerable time is spent by women and their families in waiting for transportation and travelling to health facilities. This adds to mortality rate which can be avoided by establishing an effective referral / emergency transport system. In past, the state has introduced various referral transport services to address the issue of delays in receiving institutional care for delivery services. These services have extended service for antenatal, postnatal care, immunization and some other services.

Basic Life Support Ambulance and Advance Life Support Ambulance are procured and operated across the state through three different call centre 102,108 and 1099. The 102 is aimed to cater the needs of pregnant women and children as well as free transfer from home to facility, inter facility transfer in case of referral and drop back for mother and children right from PHC to MCH level. The 108 ambulance service is primarily for emergency services aimed to cater to referral and patients of critical care, trauma and accident victims. The third service 1099 provides Advance life support ambulance service and Mortuary Vans at the district hospitals and medical colleges.

2. Current Status

In Bihar, Emergency and referral transport Services are being provided through three centralized call centres 102, 108 & 1099. Total of 795¹ basic life support ambulances (BLSA) are working under call centre 102; 37 ambulances (previously working under 108) whereas 05 BLSA and 5 advance life support ambulances (ALSA) are being managed by 108 call centre. Another call centre 1099 is managing 44 ALSA and 50 mortuary van across the state. As such, currently there are 937 Emergency Transport Vehicles (839 BLSA and 49 ALSA and 50 Mortuary Vans) functional and are being managed by three Agencies(**Annexure-A**). These Agencies are managing Call Centres as well as managing & operating Ambulances. All the three types of ambulance services are not working in an integrated manner. The Picture below gives brief snapshot.

¹795 + 39 ambulances (90) are yet to be returned by previous service provider.



3. Scope of Services

In this tender, the selected agency will be required to manage all calls requiring ambulance/ emergency vehicle from all parts of the state. Initially a minimum of 266 ambulances under 102 services plus 37 (previously under 108) plus 50 mortuary vans shall be made available to the service provider for operation under Centralized call center. *Later, approx. 529² ambulances will be given to selected service provider after repairing in a phased manner. However, Scope of service is not restricted to this. SHSB may procure/ acquire more vehicles and give it to service provider for management and Operationalization.* The proposed Call Centre will serve as a single point of contact for all these vehicles in Bihar. The call centre with its vehicle tracking mechanism will track and monitor ambulances available with the department. Request shall be forwarded to the nearest available ambulance. Call centre executives shall follow-up with the ambulance driver for the requested service. The successful Agency shall develop the database of ambulances with complete details. Each ambulance shall be fitted with a GPS device and mobile communication device in all vehicles. The successful Agency shall be responsible for maintaining GPRS requirements (internet data plan) for the GPS devices for tracking through the ambulance tracking system. Number of Ambulance may increase/ decrease during contract period which will have direct impact on number of calls received for Ambulance service.

The selected agency will be required to manage fleet of Ambulances 24x7 through their own Call centre and control room at Patna with adequate team of personnel and provide manpower (One Driver and one Emergency Technician per Ambulance for all the ambulances round the clock (24x7), distributed across the state. The fleet has approximately 795³ ambulances (fleet life ranging

²90 yet to be returned by previous service provider.

³90 ambulances are yet to be returned by previous service provider.

from 2-5 years) and 50 mortuary vans in different conditions. Of these nearly 266 ambulances are of 2 years old and rest of the ambulances are 5-6 years old. The 50 mortuary vans are nearly 3 years old. The makers of these ambulances are Tata and Force and mortuary vans are Maruti (Eeco). Initially, SHSB shall provide approx. 500 ambulances and rest shall be provided after necessary repair to the service provider. All ambulances shall be provided to the bidder in motor-able conditions with all the existing equipment.

The scope of services of the Agency for **Centralized Call Centre** is broadly described below:-

- i. The Agency has to provide 24x7 call centre services for receiving calls from all parts of state round the clock.
- ii. Entire fleet of ambulance as mentioned above in Bihar will run under this single integrated call centre.
- iii. The service provider shall also transfer call to ALS operator 1099 as the case may be.
- iv. The agency will ensure that all calls landing on these numbers should come to their system.
- v. The Call Centre has to be based in Patna.
- vi. The call centre should be capable of tracking all vehicles through GPS/ GIS system.
- vii. The service provider has to take appropriate number of PRI lines so that every calls are attended.
- viii. GIS mapping of ambulances with proper color-coding (i.e. Moving: Stopped- On road: stopped- Off road, etc. other information to track vehicle (i.e. vehicle registration no., driver name, vehicle contact no., speed, status, reason for Off-road, etc.).
- ix. Maintain various information of all Ambulance related services and Global Positioning System (GPS) should be fully computerized (with online login facility from SHSB) and Comprehensive Data will be provided through online reports to SHSB and monitoring wall at SHSB shall be provided by service provider at their cost.
- x. The Agency shall keep call centre up and running all the time with no downtime except during force majeure.
- xi. The call centre executive need to identify location of patients, locate nearest available Ambulance through GPS and issue 'Ambulance Dispatch Instructions (ADI)' (through voice call / message/ console) to concerned driver/EMT to reach the patient's location using mobile or wireless communication device.
- xii. The agency shall procure and install necessary GPS tracking software & hardware in each ambulance having integrated telephony system with the console.
- xiii. Ensure adequate number of call queues so that calls do not remain unattended or dropped without entering into the software at the level of telephone exchange or show lines busy.
- xiv. GPS device should have capacity to store approximately 2000 records during "No Network Connection" situation. GPS History Tracking should be an in-built feature of the software. Minimum period given for History Tracking of GPS data should be at least 60 days.
- xv. The Agency shall develop Android and Windows based Mobile Application for free download and locating ambulance by any user.
- xvi. The Agency shall keep up-to-date record of the contact numbers and location of all Ambulances, all hospitals of Bihar which can provide medical emergency, all the Police Stations, Police Control Room, Police Head-quarters and Fire Services in the districts. The agency should provide a seat with computer system for a liaisoning with Police Department to operate for cases involving police intervention and direct coordination between health and police department.

- xvii. The Agency shall do other work in case of any exigency in any part of the state (floods, earthquake, any other disaster) as assigned by the State Health Society and/or District Health Society based on the authorization letter from the ED, SHSB or SPO-Referral transport.
- xxviii. Agency will ensure 24 hour quality check system through call center to talk to randomly selected beneficiaries (at least 5% of all calls received per district) on daily basis that have used referral transport to check the quality of service being provided by agency. The standard checklist and questionnaire shall be approved by the SHSB and submit the report on daily basis to concerned DHS and weekly report to SHSB.
- xix. The Agency shall ensure that all personnel deployed at call centre should be adequately trained to receive calls, understanding the condition of caller, location and contact nearest Ambulance so as to provide Ambulance service to caller as early as possible. Module based training plan and refresher training plan for all human resource like EMT/ Driver/ Office staff/ call centre executives should be submitted by the agency to SHSB.
- xx. The call centre executive should be well versed with Hindi/ English and other local languages.
- xxi. The agency will ensure timely payment of all legal entitlements and salary to all staff deputed at call centre; the Client shall in no way be responsible for delay or non-payment of wages to call centre staff, no matter whatsoever the reason.
- xxii. The agency shall ensure that any strike/ agitations by manpower deployed by the agency should not be affect performance of call centre and make replacement accordingly for the same period.
- xxiii. The Agency shall keep record of calls received, calls attended, cases undertaken, Ambulance dispatch instructions issued, cases closed and time taken to close a case and submit to State Health Society/ DHS on monthly basis or as instructed and keep the details for at least 5 years with asset using a advanced call monitoring system.
- xxiv. All calls received by the call takers should be recorded using the “state of the art technology”, enabling electronic transfer of the recorded calls (*.mp3 files) to the SHSB/ DHS via email within 24 hours upon request. These same recorded calls will also be sent to SHSB/ DHS on CD-ROM on monthly basis and as and when required. Such calls will also be used for training & coaching for which supervisor will listen to calls for improving the performance of call centre executive/ paramedics/ doctors.
- xxv. The Agency shall take appropriate insurance coverage for all equipment, fixtures, furniture for accident, damage, theft, fire, burglary etc. on third party risk basis.
- xxvi. Creation and maintenance of database on (not exhaustive list)
 - Ambulance referral services
 - Number of Calls/Complaints/Grievances received per day per month and per year.
 - Reference number assigned for each Call received.
 - Record of various call types is to be maintained by the agency and forwarded to the SHSB/ DHS on monthly basis.
- xxvii. The Agency shall provide facility to State Health Society to real time view / monitor ambulance location & other records including various data.
- xxviii. It is exclusively mentioned that the space for running the Centralized Call Center has to be arranged by the service provider.
- xxix. The Agency shall upload real time data of Ambulance usage on its own website which shall be linked to Client’s website.
- xxx. Conduct Analysis of data generated and furnish the conclusions to designated SHSB and DHS officials on monthly basis.

The scope of services of the Agency for **Operation and management of fleet of Ambulances** is broadly described below:-

- i. The Agency has to depute a Driver and an Emergency Medical Technician in BLS ambulances and a Driver, an Emergency Medical Technician and Assistant in each ALS ambulances to provide basic care during transportation of patients round the clock 24x7. As mentioned above, ALS ambulances require 3 staff to facilitate transfer of patients from one district to another. The service provider will have to depute required staff and maintain equipments and consumables in case of ALS, if handed over by DHS.
- ii. The procurement for 47 ALS is underway, which may be added to the existing fleet.
- iii. The Agency shall supply, install and maintain GPS system in all the Ambulance and monitor Ambulance services using associated software at Call Centre. SHSB will provide GPS system free of cost fitted in 266 ambulances under Corporate Social Responsibility (CSR).
- iv. The agency will depute one coordinator in each district; one regional coordinator in 9 divisions of the state and one state coordinator. These are minimum requirements; the agency is free to hire more professionals to ensure smooth operation of ambulances in the state. In addition to these personnel, the service provider should maintain a fleet management team with engineers who understand mechanics of vehicles and bio-medical equipments being used and inspect, monitor and maintain fleet up-to-date.
- v. The Agency shall maintain all Ambulances to guarantee 100% uptime with a provision of alternate vehicles to be provided by the service provider. For this, the service provider shall keep at least 10% of the fleet or at least one Ambulance in each district provided to service provider by SHSB as reserved for such purposes. These ambulances will be deployed in case of breakdown of any vehicles or special duty. The list of ambulances shall be shared and locations of such ambulances will be approved by SHSB/ DHS.
 - Service provider is required to keep a pool of 10% of total ambulances spread across all 38 districts in reserve from within the fleet of ambulances provided to service provider. These ambulances will be deployed by the Service Provider in case of breakdown/downtime/repair time of any ambulances. However, pool of 10% shall not be kept idle/waiting to be deployed as replacement. The reserved vehicle shall be utilized in that district for a call.
- vi. The Agency shall ensure that all the equipment installed in Ambulances is kept in running condition. The Agency shall refill the drugs, consumables medical supplies on their own cost. List of drugs for ALSA and BLS is at **Annexure-B**.
- vii. The Agency shall ensure that a Log-Book is maintained by staff deployed in each Ambulance and get it verified by the designated official of the Client at base location of the Ambulance on daily basis.
- viii. The Ambulance will only be used to transport patient to the Government health facilities and to drop back client to their home as per government norms.
- ix. It will be the responsibility of the agency to keep all types of supplies available all the time in the ambulances.
- x. The Agency shall do other work in case of any exigency in any part of the state (floods, earthquake, any other disaster) as assigned by the State Health Society and/or District Health Society.
- xi. The agency should send ambulance at the site of client only on the call center advice.
- xii. The Agency shall ensure that all personnel deployed for running and supervising Ambulance are given adequate training.

- The agency to establish training center with complete equipments, dummies, models, mannequins etc. along with standardized training module for training
 - There should be a separate module for training of EMT, Drivers and assistants
 - Complete yearly plan for their training and refresher training should be shared with SHSB and get approval separately.
- xiii. The Agency shall provide uniform with name badge to all the personnel deployed in Ambulance.
- xiv. The agency will ensure timely payment of all legal entitlements and salary to all staff deputed at call centre; the Client shall in no way be responsible for delay or non-payment of wages to call centre staff, no matter whatsoever the reason.
- xv. The agency shall ensure that any strike/ agitations by manpower deployed by the agency should not be affect performance of call centre and make replacement accordingly for the same period.
- xvi. The Agency shall keep record of Ambulance deployment instructions, Ambulance dispatch records and submit to State Health Society and DHS on monthly basis or as and when required.
- xvii. The Agency shall take appropriate insurance coverage for the Ambulances for accident, damage, theft, fire, burglary etc.
- xviii. All existing vehicles may require renovation or maintenance or refurbishment:
Many ambulances require maintenance/servicing/overhauling of vehicles before start of operation including refurbishment, fresh coat of paint, vinyl stickers as per NHM guidelines. However, the ambulances shall be provided to service provider in working conditions only after certification by MVI.
- xix. The Agency shall undertake maintenance work of Ambulance from nearest authorized workshop of manufacturer of Ambulances. The service provider will ensure that authorized centres are identified at least at all 9 divisions for repairing and maintenance work.
- xx. The agency shall be provided the fleet on motor-able condition (fitness certificate from Transport Department). However, the selected service provider will be liable for repair, maintenance (including denting, painting, labeling of stickers as per National Ambulance Service guidelines/ GoB guidelines and running of fleet on their own cost and investment.
- xxi. On completion of contract or termination of contract, the Agency shall return the vehicle in motor-able conditions to the concerned DHS or official authorized by DHS/ SHSB.
- xxii. Human Resource – The agency to keep a pool of trained staff of all types (atleast 10%) for replacing the HR at the time of leaves and exigencies like attrition of labour etc.
- xxiii. There should be one doctor (atleast MBBS qualified) in the call center to cater to the needs of emergency cases where there is a need for medical help/ advice to EMTs for stabilizing patients.
- xxiv. It is exclusively mentioned that the space for running the control room has to be arranged by the service provider.

3 Hours of Operation

The entire services should run on 24 x 7 basis. The time schedule would be divided into 3 shifts of 8 hours duration each as per table below.

Call Centre for Management of Fleet of Ambulance

Shift. No.	Duration (Indicative)	Minimum No. of Seats per shift
Shift-1	6:00 AM to 2:00 PM	50 Seats + one doctor

Shift-2	2:00 PM to 10:00 PM	50 Seats + one doctor
Shift-3	10:00 PM to 6:00 AM	25 Seats + one doctor

The bids are to be submitted considering the no. of seats as above. The no. of seats may be revised during course of implementation of contract as per requirement of case load. The shift-timings are also indicative, and may be changed as per convenience of the Agency after approval from SHSB.

4 Facilities and Inputs to be provided by Client:

- i. The Client shall facilitate the service provider in getting the designated toll free number. However, the bills raised against the toll free number shall be paid by the service provider.
- ii. The Client shall designate its personnel to act as Nodal Person for call centre at State level.
- iii. Provide information on all Government health facilities and services.
- iv. The Client shall handover available vehicles to the official designated by the Agency in motor-able conditions fitness certificate by Transport Department). The condemnation policy of Finance Department, Government of Bihar for Government owned vehicles will be applicable on all ambulances given to service provider.
- v. The Client shall provide adequate space to park the Ambulance within designated Health Facility or any other location.
- vi. The client may depute personnel at call centre for quality check on its own cost or arrangement.
- vii. The Client shall nominate its officials for verification of log-book at base location (health facility).

5 Contract Duration:

The initial contract period shall be two years thereafter extending every year on satisfactory performance of the service provider till fifth year. Project period shall be for five year from the date of commissioning of Services.

The SHSB may invite/ contract other service provider for any additional fleet of ambulances having similar scope of services.

6 Standard Operating Procedures (SOP)

The agency will develop Standard Operating Procedures (SOP) for each type of functions and share with State Nodal person (SPO) which includes Call center, fleet management including replacement and maintenance, field operation, HR management. SOP for vehicles should include regular repairing, periodic repairing schedule, defined time period for each services, etc. SOP for call centre must include scheduled maintenance work, training of executives, call handling, response behavior, maintenance work of equipments, etc. The SOPs for human resource should clearly define roles, responsibilities, training, working hours, etc. for human resources. SOP for vehicle management must include check pints for equipments, drugs, etc. All SOPs must also include measurable indicators which will be verified by SHSB or its authorized representative as and when required. SOPs will be used for monitoring purpose by the client. The selected service provider will have to submit training plan, job description and terms of reference for each position to SHSB.

7 Performance Review, Incentives and Penalty provisions:

- 7.2 If the Service Provider fails to perform the services as per performance indicators given in Scope of Services, the Tender Inviting Authority shall, without prejudice to other rights and remedies available to the Tender Inviting Authority under the contract, deduct from the contract price, as penalty.
- 7.3 The Penalty, if any shall be imposed at the time of quarterly review and based on performance assessment on criteria / indicators given in the table below. The proceeds of the penalty shall be recovered from Performance Security/ monthly bills, as decided by DHS/ SHSB. Incentives, if any shall be paid to the service provider with the monthly bills.
- 7.4 The penalty provisions are divided into two parts, one for call centre and the other for operation and management of fleet of Ambulances.
- 7.5 The penalty provisions and incentives will be imposed/ awarded from second quarter from the date of commissioning of project.

Table P1: Penalty provisions, Incentives

Sr. No.	Performance criteria / Indicators	Acceptable value	Penalty	Incentives	
				Target	Incentive
1	% of call received but not answered (calls missed)	Zero tolerance	Rs. 500/- per call received but not answered		
2	Average time taken to send Ambulance Dispatch Instruction (ADI) to Ambulance / Control Room	5 Minutes (Maximum)	Rs.50,000/- for every extra minutes or its fraction beyond 5 minutes average time		
3	Call Centre Seats non-functional in each shift for any reason (non-availability of staff, doctors, non-functioning of console, etc.)	100%	Rs.7500/- per non-functional seat per shift per day.		
4	Quality check: 5% of beneficiaries called per day for quality check in each district	100% of calculated 5% beneficiaries	Rs. 1,000/- per call not made out of total required number of beneficiaries	All calculated 5% of beneficiaries in each district called up for quality check	Rs. 25,000/- for reporting quarter
5	% of Ambulance Dispatch Instructions for Government health facility received from Call Centre 'closed' i.e. patient	100%	Rs.5000/- per case per Ambulance and Non-payment for the running cost of that trip		

	picked-up and dropped at referred Government Health Facility						
6	No. of Ambulances remain non-operative for more than 2 days for maintenance / repair in a month ⁴	Not more than 1 Ambulance in each district	Rs.5000/- for all such Ambulances per day (beyond 1 Ambulance per district) which are non-operative beyond 2 days				
7	% of Ambulances not reached patient location within 30 minutes of receiving Dispatch instructions	Zero tolerance	Non-payment for the running cost of that trip	All ambulances reached patients within 30 minutes of receiving Dispatch instructions	Rs. 10,000/- for reporting quarter (per district)		
8	Non-functioning of AC, GPS or unavailability of medicine, oxygen cylinder, mobile phone, cleanliness, hygiene and maintenance, any of the vehicle Ambulance	Zero tolerance	Rs. 2,000/- per day per ambulance				
9	No. of Complaints received for accepting payments from patients eligible for free service	Zero tolerance	Rs.5000/- per complaint along with 'recovery and repayment' of money taken from patient, if any. Additionally, non-payment for the running cost of that trip and dismissal of concerned staff involved in such inducements				
10	Actual Running per ambulance per month	More than 2000 km per ambulance per month	Penalty as per table below :	<table border="1"> <tr> <td>Less than 1000 km</td> <td>20% deduction from management cost of</td> </tr> </table>		Less than 1000 km	20% deduction from management cost of
Less than 1000 km	20% deduction from management cost of						

⁴For vehicles off road due to accident, the service provider will have to submit proof in form of photographs, bills, etc. to DHS may exempt upon under this clause. During this period, management cost shall not be paid.

				that ambulance
			Between 1001-1500 km	15% deduction from management cost of that ambulance
			Between 1501-2000 km	05% deduction from management cost of that ambulance

- 8.4 In case of serious lapse on part of Service Provider and unsatisfactory review in two consecutive reviews, as above, the Tender Inviting Authority may terminate the contract whole or in part by giving 30 days notice.
- 8.5 The committee shall review performance on monthly basis or any other frequency as deemed appropriate. After review, the Committee shall prepare Minutes of Review containing guidance/ suggestions for improvement of services, if required.
- 8.6 The committee shall also recommend imposing penalty on non-performance (based on penalty provisions given in the Contract) for deduction from performance security as per table above. The committee shall also recommend any incentives for good performance of service provider which will be paid to service provider by DHS/ SHSB.

Annexure-A
District wise Distribution of Ambulances

S.No.	Name of District	BLS/ ALS Ambulances(108)	BLS Ambulances(102)	Mortuary Vans (1099)
1	Araria	1	15	1
2	Arwal	1	8	1
3	Aurangabad	1	18	1
4	Banka	1	18	1
5	Begusarai	1	30	1
6	Bhagalpur	1	27	3
7	Bhojpur	1	23	1
8	Buxar	1	16	1
9	Darbhanga	2	24	3
10	East Champaran	1	32	1
11	Gaya	1	33	3
12	Gopalganj	1	19	1
13	Jamui	1	14	1
14	Jehanabad	1	11	1
15	Kaimur	1	17	1
16	Katihar	1	25	1
17	Khagaria	1	13	1
18	Kishanganj	1	13	1
19	Lakhisarai	1	10	1
20	Madhepura	1	19	1
21	Madhubani	1	29	1
22	Munger	1	14	1
23	Muzaffarpur	1	23	3
24	Nalanda	1	31	1
25	Nawada	1	19	1
26	Patna	1	37	5
27	Purnia	1	25	1
28	Rohtas	1	24	1
29	Saharsa	1	17	1
30	Samastipur	1	30	1
31	Saran	1	26	1
32	Sheikhpura	1	10	1
33	Sheohar	1	9	1
34	Sitamarhi	1	23	1
35	Siwan	1	25	1
36	Supaul	1	16	1
37	Vaishali	1	25	1
38	West Champaran	1	27	1
Total		9	795	50

Annexure – B (ALSA & BLSA)

List & quantity of medicines/consumables to be kept regularly in ambulance for emergency use:-

S. No.	Medicine	Quantity
1	Inj. Adrenaline	05 Amp.
2	Inj. Atroine	10 Amp.
3	Inj. Calcium Carbonate	05 Amp.
4	Inj. Dopamine	05 Amp.
5	Inj. Oobutamine	05 Amp.
6	Inj. Noradrenaline	05 Amp.
7	Inj. Nitroglycerine	05 Amp.
8	Inj. Sodium Bicarbonate	10 Amp.
9	Inj. Hydrocortisone Sodium Succinate	10 Amp.
10	Inhaler Beclomethasone (250 micro / dose)	02 Amp.
11	Inhaler Salbutamol (200 micrograms)	05 Amp.
12	Inj. Furseimide	05 Amp.
13	Inj. Diazepam/ Midazolam	05 Amp.
14	Inj. Deriphyllin	10 Amp.
15	Inj. Phenytoin Sodium	05 Amp.
16	Inj. Chlorpheniramine Maleate	05 Amp.
17	Inj. Metochlopropamide	10 Amp.
18	Inj. Ondansetrone	10 Amp.
19	Inj. KCL	05 Amp.
20	Inj. Lignocaine 2%	05 Amp.
21	Inj. Amiodarone (50 mo/ml)	05 Amp.
22	Inj. Magnesium Sulphate 25% 2 ml	05 Amp.
23	Inj. Mannitol 20%	05 Amp.
24	Inj. Morphine/ Inj. Pethidine	05 Amp.
25	Inj. Noradrenaline bititrate 4 mg, 2 ml. Ampule	05 Amp.
26	Activated charcoal	50 Tab.
27	Inj. Naloxone HCl	05 Amp.
28	Inj. Fentanyl	05 Amp.
29	Bacteriostatic water for Injection	20 Amp.
30	Inj. Sodium Valporate	05 Amp.
31	Inj. Veveran	05 Amp.
32	Inj. Paracetamol	05 Amp.
33	Inj. Lignocaine	05 Amp.
34	Inj. Propanolol	05 Amp.
35	Inj. Oxytocin	05 Amp.
36	Inj. Magnesium Sulphate	05 Amp.
37	Inj. Ranitidine	05 Amp.
38	Inj. Metaclopramide	05 Amp.
39	Inj. Ondensetrone	05 Amp.
40	Inj. Amoxycillin	05 Amp.
41	Inj. Busopcan	05 Amp.

42	Plasma Expander	
43	Cotton	2 Rolls – 1 Kg each
44	Bandag (a) 15 cm (b) 10 cm (c) 6 cm	10 Piece each
45	Savlon	2 Liters (Prepared, Ready to use
46	Betadine	2
47	Leucoptas (1" 3" & 5")	2 rolls each
48	Pain Spray	1
49	Mistress Spray	1
50	Vinodien Spray	1
51	Coolex Spray	1
52	Face Mask (Disposable)	5
53	Surgical Gloves	6½, 7, 7½ - 5 pair each
54	LMA disposable	
55	Wide bore needles	2
56	Disposable L.P. Needles	2
57	Syringes ABG (2 & 5 ml)	10
58	Three way slop code	2
59	Extension 1A/lines	
60	Disposable suction pumps	
61	ECG electrodes	2
62	Lighted Stylets of different sizes	
63	Guedle's airway 00-5,00,0,1,2,3,4,5	1
64	Nasal airways (all sizes) & catheters	
65	Binasal Cannula, Combitube, COPA	
66	Tracheostomy tube cuff & plain (All sizes)	
67	Mini Tracheostomy Kit	1
68	Ventimask, facemask with nebulizer	
69	Pressure Infusion Bags	
70	Righangled Snivel Connector	
71	G.V. Paint	200 ml
72	IV Fluids	Plasma Expander (Hemacil)- 5, Ringer's Lactate-5, 5% dExtrose-5, N Salinin - 5
73	Micro drip-set & Dip-set	10
74	Nasogastic Tubes	2
75	Bum Pack: Standard package, clean burn sheets (or towels for children)	2
76	Triangular bandages (Minimum 2 safety pins each.	5
77	Dressing : Sterile multi-trauma dressing (various large and small sizes); ABDs, 10"x12" or larger 4" gauze sponges; Cotton rolls	
78	Gauze rolls Sterile (various size)	
79	Elastic bandages Non-sterile (various size)	
80	Occlusive dressing Sterile 3'x8" or larger	
81	Adhesive tape: Various sizes (including 2" or 3") Adhesive tape (hypoallergenic)	2 rolls of each size
82	Various sizes (including 2" 3)	2

83	Waste bin for Sharp needles, etc.	1
84	Disposable bags for vomiting, etc	10
85	Teeth Guard	2
86	Simple Collection kits	1
87	Micron drip set	
88	Plastic / metallic urinal	
89	Kidney trays	
90	Hand Sanitizers	

Annexure – C

Instruments/ equipment to be provided by Agencies/ service provider in all

BLSA

(SHSB will provide equipments in ALSA)

Sl. No.	Items	Quantity
1	Suction Pump (Electronics)	1
2	Suction Pump (Manual)	1
3	Laryngoscope with blades	1
4	Oxygen cylinder "B" Type	1
5	Artificial Manual Breathing Unit (Adult)	1
6	Artificial Manual Breathing Unit (Child & neonatal)	1
7	Trolley stretcher with back tilt facility and collapsible wheels for uploading into the trolley	1
8	Canvas Stretcher Folding	1
9	Stretcher Scoop	1
10	B.P. Instrument Aneroid	1
11	Stethoscope	1
12	Pneumatic Splints set of 6 adult sizes with carrying case 1. Hand & Wrist 2. Half arm 3. Full arm 4. Food and ankle 5. Half leg 6. Full leg	1 pc. each
13	Gauze Cutter	1
14	Artery Forceps	1
15	Magilis forceps	1
16	Cervical Collar	1
17	First Aid Bag	1
18	Spinal Board	1
19	Double head Immobilizer for scoop stretcher Immobilizer for scoop stretcher	1
20	Portable hand held Glucometer	1
21	Nebulizer (Electric)	1

Annexure – D

Minimum Ambulances Rescue Equipment for ALS & BLS ambulances:

The following additional items will be carried by each ALS & BLS ambulances:

- a) Hammer, one four pound with 15 inch Handle.
- b) One axe.
- c) Wrecking Bar, minimum 24 inch (bar and 1 w preceding items can either be separate or combined as a forcible entry tool).
- d) Crowbar, minimum 48 inches with pinch points.
- e) Fire extinguisher (Carbon dioxide based, portable)

Note: The equipment and drugs are stocked in Ambulances. However, the selected service provider may have to replenish/ install/ procure any equipment or drug if not available in any of the vehicles.

CHAPTER – IV: FINANCIAL BID SCHEDULE/FORMAT

1. Selection of Agency shall be on the basis of lowest bidding amount in financial bid schedule. An agency needs to apply to offer entire scope of services as mentioned in table below.
2. In case of increase/ decrease of ambulances, payments shall be done on the basis of per running ambulance per month basis irrespective of the strength of the fleet.
3. An agency needs to factor in the training activities while quoting for their financial bids.
 - a) Training center with equipments (models dummies mannequins others)
 - b) Trainers
 - c) Standard modules for training of EMT, assistant, and drivers.
 - d) Standard module for refresher training of EMT, assistants and drivers
4. All existing vehicles may require renovation or maintenance or refurbishment:
 - Many ambulances require maintenance/servicing/overhauling of vehicles before start of operation including refurbishment, fresh coat of paint, vinyl stickers as per NHM guidelines. However, the ambulances shall be provided to service provider in working conditions only after certification by MVI.
5. The agency should establish full fledged office at Patna with required management personnel in place along with call center and warehouse, if any.
6. The management cost quoted by bidder shall necessarily include all statutory and legal entitlements due to every employee of service provider.
7. It is clarified that the client shall not make any payment other than that mentioned as the bid amount.

8. Financial Bid format

Description	Number <i>(Numbers are indicative; only for evaluation)</i>	Unit Cost per Vehicle <i>(prices inclusive of all type of taxes)</i>	Total Cost <i>(prices inclusive of all type of taxes)</i>
a	b	c	d = b X c
MANAGEMENT COST (including setting up Control Room(s), Recruitment and salary of administrative staff, coordination staff - 38 district coordinator, 9 regional coordinator and 1 state coordinator; 9 engineers; Maintenance & repair of Ambulance, Insurance of Ambulances, equipment, fixtures, etc. Setting up of cal centre; training and capacity building; Cost for call charges for toll free number; GPS installation; Cost of consumables and equipment, medicines; Back office support and logistics; Management fee / overhead/ miscellaneous) (fixed cost per month per vehicle)	834 Basic Life Support Ambulance (BLSA)	Rs. _____ In words: Rupees _____	Rs. _____ In words: Rupees _____
	47 Advance Life Support Ambulance (ALSA)	Rs. _____ In words: Rupees _____	Rs. _____ In words: Rupees _____
	50 Mortuary Van	Rs. _____ In words: Rupees _____	Rs. _____ In words: Rupees _____
Grand Total			Rs. _____ In words: Rupees _____ (Grand Total amount for deciding L1 bidder)

Note:

- (i) **The vehicle (BLS/ ALS) shall be paid fuel charges at INR 7/-per kilometer per vehicle which will be paid as per actual running kilometer to be verified by DHS.**
- (ii) **The grand total amount as above will be used for evaluation purpose only and deciding L1 bidder. The actual payment shall be done for the number of vehicles as per Unit Cost in each category to be provided to the selected service provider.**

Important Notes:

1. The bidders should fill the shaded portion only in above tables.
2. The number of seats in call centre and number of ambulance (ALS/BLS) may increase/ decrease during the project period. **The payments shall be done as per the provisions described above based on per actual number of operating vehicles and their running per month.**
3. **The management cost to be quoted in table above should include all associated costs as per NIT and any other costs not mentioned or envisaged in the NIT. The bidders should note that description mentioned above is minimum requirement, actual deployment of manpower or any other necessary costs may vary. SHSB shall not be liable for any actual cost overruns.**
4. GPS system will be provided free of cost in 266 ambulances under Corporate Social Responsibility (CSR) by a Private Company. Integrating and maintenance of GPS system, including any replacement, in case of malfunctioning or damage, shall be the responsibility of the selected service provider for the entire duration of project.

CHAPTER - V: OTHER STANDARD FORMS

FORM-A: TENDER FORM

Date _____

To

Executive Director
State Health Society, Bihar
Parivar Kalyan Bhawan, Sheikhpura
Patna – 800014, Bihar

Ref. Your Tender Ref. No. _____ dated _____

We, the undersigned have examined the above mentioned Tender document, including amendment/corrigendum No. _____, dated _____ (*if any*), the receipt of which is hereby confirmed.

We now offer to provide service in conformity with your above referred Tender Document as mentioned in our price bid which has been submitted separately as part of this tender.

If our tender is accepted, we undertake to perform services as mentioned above, as specified in the Scope of Services and also accepts all conditions of the tender document.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the ITB clause 17, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Document, including amendment/ corrigendum if any

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of

FORM – B: BIDDER INFORMATION FORM

[Bidders are required to provide the information sought below]

1. Tender Reference No.:
2. Date and Time of opening :
3. Name, Address, phone / email of the Bidder:

4. Name, Address, phone / email of Consortium Partner(s), if any:

5. **Expertise of Organization:**[In brief, not more than 500 words]
 - Organization structure (e.g. service provider, hospital owner)
 - Years of experience
 - Areas of expertise of organization
6. Quality Management System followed by the bidder
7. Details of staff under permanent rolls of the Bidder / Consortium Partners
 - a. technical
 - b. skilled
 - c. unskilled
8. **Financial data of the organization**
 - Turnover of Last 3 Financial Years
 - Prime Bidder
 - F.Y. 2012-13 - Rs. _____
 - F.Y. 2013-14 - Rs. _____
 - F.Y. 2014-15 - Rs. _____
 - Consortium Partner(s) (if any)
 - F.Y. 2012-13 - Rs. _____
 - F.Y. 2013-14 - Rs. _____
 - F.Y. 2014-15 - Rs. _____

P.S. Please attach Audited financial statement, including Profit & Loss Statement, Income & Expenditure statements etc. (for the last three years as above)

- Name and Address of Banker

9. Client Reference List:

[Please provide references such as customer's details, tel. nos. etc.]

Name of client/customer:	Description of service rendered	Client's Contact person name, telephone and e-mail Id.
1.		
2.		
3.		

PS:

1. Please provide client list of Prime bidder and Consortium partner(s) separately as per above table
2. Please attach self attested copy of Work Order / MOU / Contract or any other document in support of above experience.

10. Contact details of persons whomay contacted for requests for clarification during bid evaluation:

- Name/Surname:
- Tel Number (direct):Landline and Mobile no.
- Email address (direct):

Signature and seal of the Bidder

FORM – C: EXPERIENCE/PERFORMANCE STATEMENT FORM

(For the period of last three years)

Tender Reference No. : _____

Name and address of the Bidder : _____

Sl. No.	Contracting Authority (full address, tel.& e-mail of)	Agreement type and date ⁵ or own facility	Description of services provided	Evaluated Value of Services (if performed for owned facility / Value of contract (if provided for other clients)	Performance period		Remarks, if any (The bidder need to attach copy of relevant agreement/ MoU along with experience certificate)
					Start date	End Date	
1	2	3	4	5	6	7	8

Signature and seal of the Bidder

⁵The bidder need to attach copy of relevant agreement/ MoU along with experience certificate

FORM – D: BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the “Bidder”) has submitted its bid dated _____ for the services _____ (hereinafter called the “tender”) against the Tender Inviting Authority’s tender enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto _____ (hereinafter called the “Tender Inviting Authority) in the sum of _____ for which payment will and truly to be made to the said Tender Inviting Authority, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Tender Inviting Authority during the period of its validity:-
 - a) fails or refuses to furnish the performance security for the due performance of the contract.
or
 - b) fails or refuses to accept/execute the contract.
or
 - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Tender Inviting Authority up to the above amount upon receipt of its first written demand, without the Tender Inviting Authority having to substantiate its demand, provided that in its demand the Tender Inviting Authority will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period 150 days after due date of opening of technical bids and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch

FORM – E: BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

_____ (name and address of Tender Inviting Authority)

WHEREAS _____ (Name and address of the Service Provider) (Hereinafter called “the Service Provider”) has undertaken, in pursuance of contract no _____ dated _____ to provide services (description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the Service Provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 120 days beyond the close of all contractual obligation under this contract i.e. up to ----- (indicate date).

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

FORM -F: CHECKLIST FOR BIDDERS

(Bidders are required to enclose duly filled Checklist along with the Tender)

Note:

1. The bidder should furnish specific answers to all the questions mentioned in the Checklist. In case a question does not apply to a bidder, the same should be answered with the remark “not applicable”.
2. Wherever necessary and applicable, the bidder shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
3. In case a bidder furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.

Sl No.	Activity	Yes/ No/ NA	Page No. in the Tender submitted by the Bidder	Remarks, if any
1.a.	Have you enclosed EMD of required amount for the quoted schedule(s)?			
1.b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per format given in Form-D of Chapter V?			
1.c.	In case Bank Guarantee is furnished, have you kept its validity of 150 days from Technical Bid Opening date			
2.	Have you enclosed duly filled Tender Form as per format in Form-A of Chapter V?			
2.a.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
4.a.	Have you furnished documents establishing your eligibility & qualification criteria as per Tender Documents?			
4.b.	Have you submitted satisfactory performance certificate as per Performance Statement Form given in Form-C of Chapter-V in respect of all workorders?			
4.c.	Have you submitted copy of the MOU / order(s)?			
5.	Have you submitted prices of Services in the Price Schedule as per Chapter IV?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the Tender submitted by the Bidder	Remarks, if any
6.	Have you kept validity of 150 days from the Technical Bid Opening date as per the Tender Document?			
7.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
8.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
9.	Have you fully accepted payment terms as per Tender document?			
10.	Have you fully accepted service delivery as per performance indicators as per Tender document?			
11.	Have you submitted the certificate of incorporation?			
12.	Have you accepted the warranty and maintenance conditions as per Tender document?			
13.	Have you accepted terms and conditions of Tender document?			
14.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account, income & expenditure) for last three financial years?			
15.	Have you submitted duly filled Bidder Information Form as per Form – B of Chapter V?			

Note:

1. All pages of the Tender should be page numbered and indexed.
2. The Bidder may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
2. It is the responsibility of bidder to go through the Tender document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorised to sign on behalf of the Bidder)
For and on behalf of

(Name, address and stamp of the bidder)