

Minutes of Pre-bid Meeting of the Tender published for selection of agency for operationalization and management of fleet of Ambulances & Mortuary Vans through integrated centralized Call Centre in the state of Bihar under PPP Mode

1. With reference to the Notice Inviting Tender (NIT) Reference No.: - 01/SHSB/PPP(Ambulance)/2022-23 for selection of agency for operationalization and management of fleet of Ambulances & Mortuary Vans through integrated centralized Call Centre in the state of Bihar under Public Private Partnership (PPP) Mode), published in leading newspapers bearing PR. 0032 (Ni.Ni.) 2022-23 and uploaded on the website "<http://www.eproc.bihar.gov.in/BELTRON>", the Pre-Bid meeting was held on **18/04/2022** at **1:00 PM**.
2. The following members were present in the Pre-bid Meeting:

(i) Shri Amrendra Prasad Sinha, Director-in-Chief (Administration), Government of Bihar	Chairman
(ii) Shri Kamal Nayan, Administrative Officer, State Health Society, Bihar	Member
(iii) Shri Yogendra Prasad, Additional Director (Finance), State Health Society, Bihar	Member
(iv) Dr. Ravi Shankar Singh, Chief Medical Officer (NFSG), For Regional Director, Ministry of Health, Gol	Member
(v) Shri Ashish Kumar, Representative of SRU, Patna	Member
3. The following bidders participated or sent their queries with respect to the Pre-bid meeting:

Sr. No.	Agency Name	Sr. No.	Agency Name
1.	M/s Pashupatinath Distributors (P) Ltd., Patna	7.	M/s Evanta Global Private Limited
2.	M/s BVG India Limited	8.	M/s Medswan Foundation
3.	M/s Ziquitza Health Care Limited	9.	M/s V. Inspirer Facility Management Pvt. Ltd, Gurgaon
4.	M/s G.V.K EMRI, Hyderabad	10.	M/s Sanmat
5.	M/s Samman Foundation	11.	M/s eHealth System
6.	M/s Boolean Bricks Pvt. Ltd., Patna		

4. The following queries were raised during the Pre-bid meeting and submitted via email on dxserviceshs@gmail.com :-

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1.	Page No.16, Clause no. 2.4, Section-IV	State is procuring 1000 nos. of new Ambulances and 39 Mortuary Vans, which will be added to the fleet by the month of March 2022. These new procured ambulances will replace the existing fleet of ambulance(s) which will get condemned as per condemnation policy of Finance Department, Government of Bihar.	a) Can the Bidder assume that this ambulance already procured and inducted in the operations as the mentioned date is March 22 b) In case it is not can bidder assume that it will be inducted in March 23	New Ambulances and Mortuary Vans likely to be added to the fleet by the month of July 2022 (Amendment as above is recommended) All the new vehicles are being procured through tender process, which is available in public domain. (Clarification as above is recommended)
			c) Requested to inform the details of Make and Model of the new vehicles that are being procured (1000 Ambulances and 39 Mortuary Vans).	
2.	Page No.17, Clause no. 4.2, Section-IV	The selected agency shall be required to establish at its own cost- spacious Office, training centre, warehouse facility and Call centre in the city of Patna which shall be in the close vicinity of SHSB (radius of ~2 Km). The Call Centre shall be with a seating capacity of minimum 100 nos. of Call Centre Executive, which would operate round the clock (24x7) to manage the fleet of Ambulances and Mortuary vans to provide uninterrupted emergency medical transport services through '102' toll free number across all the districts.	Request to remove the restriction of 2 Kms as the space and location should not be binding constraint for Operational efficiency which should be allowed anywhere within Patna	Tender terms & conditions shall prevail.
			Requested to consider to provide the following. a) Please provide the Space to establish the Spacious office, training centre, Warehouse facility etc. to the Agency b) What shall be the Support staff seating requirement please provide the details.	

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3	Page No.17, Clause no. 4.11, Section-IV	The State Health Society, Bihar (SHSB) will handover all the vehicles (ALSA, BLSA and Mortuary Van) to the agency in roadworthy conditions certified by MVI, with all the existing equipment. The selected service provider shall takeover existing fleet of vehicles (ALSA, BLSA, and Mortuary Van) on 'as is where is basis'; assess the availability of equipment, condition and its functionality at the time of taking handing over and accordingly replenish/ refurbish/ replace the same at their own cost to match the requirement listed in 'Annexure-J', 'Annexure-K' and 'Annexure-L'.	<p>a) Can the Bidder assume that all the equipment will also be handed over as functional and non-functional equipment will be replaced at the time of handover by SHSB</p> <p>b) As 1039 Ambulances will be replaced by state out of Total Fleet count of 1368, we request there should be provision to replace balance 329 ambulance within the specific time bound period</p>	Tender terms & conditions shall prevail.
		<p>To bring parity to the bids, we request the department to replenish all the equipment which are missing or damaged before HOTO to the selected agency.</p> <p>Instead of the service provider, the SHSB should access the shortfalls and provide a list of all such equipment which are missing or damaged, so that there will be clarity and transparency and all the prospective bidders will consider the same shortfalls and arrive at the cost accordingly.</p>		
4.	Page No.17, Clause no. 4.10, Section-IV	SHSB may procure additional new ambulances or make available existing ambulances and handover to the Agency to operate on the same terms defined in the contract.	Can bidder assume that the ambulances replaced by SHSB will be prefabricated and fully equipped	<p>All ambulances procured by SHSB will be fulfilling the constructional and functional requirement of Road Ambulances as mentioned in Automotive Industry Standard (AIS 125).</p> <p>(Clarification as above is recommended)</p>

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5	Page no. 34, Clause no. 9.1.a Section- VI	<p>The selected service provider is required to start the services in full conformity to the contract, as per the given timeline:</p> <p>For Ambulances provided by the SHSB: Within 30 days of signing of contract/date of hand-over of ambulances to the Agency. Failure to do so, from 31st day to 60th day, the service provider shall be levied INR 10,000 per non-operational ambulance, for delay of every 30 days, to be appropriated from the monthly invoices submitted by the service provider.</p>	Request the start date should be from the 90 th day from the date of agreement signing	<p>The service provider may be allowed to start the services within 60 days of signing of contract / date of hand-over of ambulance to the Agency.</p> <p>(Amendment as above is recommended)</p>
6.	Page No.17, Clause no. 4.6, Section-IV	<p>The Agency shall be required to provide following brand-new air-conditioned vehicles (not more than 3 months old) on hired basis for the fleet during the currency of the contract as per below schedule:</p> <p>Type of Vehicle: BLSA (Medium sized ambulances, like-Force Traveller, Tata Winger, Ford, Mahindra & Mahindra etc.) Within 30 Days of Contract Agreement: 150 nos. Within 60 Days of Contract Agreement: 100 nos.</p> <p>Type of Vehicle: BLSA (Small-sized ambulances, like- Maruti Eeco, Tata, Force, Ford, Mahindra & Mahindra etc.) Within 30 Days of Contract Agreement: 220 nos. Within 60 Days of Contract Agreement: 230 nos.</p> <p>Type of Vehicle: Mortuary Van (Medium-sized vans like- Tata Winger, Force Traveller,</p>	<p>a) Estimate to procure 400 vehicle and to induct into operation after fabrication will take min 60 days time. A person to be trained an EMT required minimum 30-50 days time after completion of recruitment process.</p> <p>b) The supply of vehicle also depends on the capability of the manufacturers we request to get some commitment from the Manufacturers</p> <p>c) Hence, request to extend the timeline to launch 1st batch of 200 vehicle within 90 days and Next lot of each 200 vehicle can be launched in proceeding each month till the operator complete the final.</p> <p>d) As per our previous experience many of the IT equipment are been imported and dependency on the external environment and considering the fact that many IT critical Equipment are to be imported, lot of customization required for the development of software followed by beta testing our estimate is it require approx. 90 days time to go live.</p>	<p>1st batch of 400 nos. of vehicles (ALS, BLS & MV) within 60 days.</p> <p>2nd batch of 357 nos. of vehicles (ALS, BLS & MV) within 90 days.</p> <p>(Amendment as above is recommended)</p>

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		<p>Mahindra & Mahindra, Ford etc.) Within 30 Days of Contract Agreement: 30 nos. Within 60 Days of Contract Agreement: 27 nos.</p> <p>Total Within 30 Days of Contract Agreement: 400 nos. Within 60 Days of Contract Agreement: 357 nos.</p>	<p>The standard supply time required by the vehicle manufacturer is 45 to 60 day for the first vehicle to roll out. The fabricators take not less than 30 days to complete 25 vehicles as a batch. Hence taking up and completing 757 vehicles with in two phases of 30 and 60 is not possible. Suggested to give implementation schedule with induction of not more than 200 vehicles per month after 60 days of Contract Finalisation.</p> <p>Delivering 757 ambulances in 60 days' time is not possible. We request the department to have a proper delivery schedule in a phased manner such that the entire fleet will be delivered within a period of 150 days. This schedule should start after prototype approval. Requesting you to kindly stipulate timeline for prototype approval.</p> <p>We would like to draw your attention toward the fact that in post Covid – 19 situation manufactures production capacity has not normalized till now. Hence vehicle delivery timeline should be amended, and services provider may be given 180 days for all 757 vehicles.</p> <p>a) The Deployment schedule should be increased to 7 months b) Brand new vehicles to be delivered by the manufacturer and then to be fabricated with all equipments etc. will not be possible in 60 days. At best a schedule of 100-120 per month is more realistic.</p> <p>a) Only Types of Ambulances Reference are given by Brand name b) This needs to be more specific with Specification of Vehicles for cost calculation as well as clarity of on Vehicles</p>	<p>The agency shall be required to provide the vehicles on hired basis fulfilling the constructional and functional requirement for Road Ambulances as mentioned in the “Automotive Industry Standard (AIS-125)”.</p> <p>(Clarification as above is recommended)</p>

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7.	Page No.18, Clause no. 4.17, Section-IV	The Agency shall conduct quality and safety audit on a biannual basis through an independent agency. Further, the SHSB/DHS may audit random ambulances atleast once every quarter to inspect the mechanical quality, cleanliness, equipment/ drug availability and compliance of the contract Agreement.	a) Please elaborate the parameters to be audited as mentioned "Quality and Safety" by the external agency b) As SHSB and DHS will also do random Audit, the requirement to do Audit by independent agency can be removed.	<i>Separate Guidelines/ tools shall be shared by L1 bidder once the tendering process is over.</i> (Clarification as above is recommended)
8.	Page No.18, Clause no. 4.18, Section-IV	The Agency shall take appropriate insurance coverage for all vehicles, equipment, fixtures, furniture for accident, damage, theft, fire, burglary etc. The service provider shall be responsible for insurance claims and negotiation with the insurance company and legal proceeding/ implication, if any during the agreement period.	Can the bidder SHSB or the DHS will authorize the selected operator to claim insurance for those set of ambulance provided by the state	Tender terms & conditions shall prevail.
9.	Page No.18, Clause no. 4.15, Section-IV	The agency shall be responsible for installation of necessary GPS tracking device (software & hardware) in each Ambulance and Mortuary Van, having integrated telephony system with the console.	We assume that GPS device is primary support tracking for the movement of the ambulances, and which can be done from the control room via FOTA (Firmware upgrade Over The Air) feature of the advance GPS device Do we have to install GPS on the existing fleet also? If yes, kindly provide a list wherein the GPS needs to be installed.	Tender terms & conditions shall prevail.
10.	Page No.19, Clause no. 5.11, Section-IV	The Agency shall ensure call back to every unattended missed call within 120 second of receipt of call	Request to allow minimum 5 mins i.e. 300 seconds instead of 120 seconds to call back for the unattended missed call	The clause may be read as: "The Agency shall ensure call back to every unattended missed call within 180 second of receipt of call". (Amendment as above is recommended)
11.	Page No.19, Clause no. 5.13, Section-IV	Agency shall ensure 24-hour quality check system at call centre to talk to randomly selected beneficiaries (at least 5% of the total 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 agency shall submit the report along-with action taken report on monthly basis to SHSB.	Can the bidder assume that Quality check to be done for 5% of total referral (Hospital to Hospital) transport only.	Tender terms & conditions shall prevail.

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12.	Page No.21, Clause no. 6.9, Section-IV	The Agency shall maintain all Ambulances and Mortuary vans to guarantee atleast 95% uptime with a provision of alternate vehicles (Ambulances & Mortuary Vans) to be provided by the service provider. In case the number of vehicles (Ambulances and Mortuary vans) operating on any day is less than 95%, penalty shall be imposed as mentioned in “ Service Level Agreement ” under Section-VII .	The Ambulance take downtime for preventive maintenance and breakdown maintenance and accidental maintenance considering the total tenure of the project and life span of the ambulances the allowance of 5 % down time can be relooked as follows 1) 5% downtime till 3rd year of Operation 2) 7% downtime for 4th year of Operation 3) 10% downtime for 5th year of Operation	Tender terms & conditions shall prevail.
			Attributed to various factors, maintaining 95% uptime is quite difficult as quite often the OEM and the Vendors will not support for the repair and maintenance on timely basic, hence it is requested that for making provision of alternate vehicles kindly allow back up/reserve Ambulance.	Tender terms & conditions shall prevail.
13.	Page No.21, Clause no. 6.14, Section-IV	The Ambulance shall only be used to transport the patient to the Government Healthcare Facilities and to drop back the patient to their home as per government norms.	a) Please elaborate the scope of service for each segment- ALSA, Medium Sized BLSA, Small Sized BLSA and Mortuary vans b) Can the bidder assume that 1) ALSA - will serve only for referral transport including inter district transfer (Hospital to Hospital) 2) BLSA - will serve home to Hospital or scene to Hospital for any emergency victims (Medium Sized ambulances), will also serve hospital to home for pregnant women and Infant (Small Sized ambulances). 3) Mortuary Vans - the deceased will be transported to home within the state and with the permission of Govt. Hospital Authority only	Ambulance shall be used only for the purposes it is meant for and for no other usage. (Clarification as above is recommended)

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14.	Page No.21, Clause no. 6.17, Section-IV	The average response time for all the ambulances to reach to the patients should be within 20 minutes in urban area and within 30 minutes in rural area, after receiving the distress calls from the beneficiaries. District Hospitals (DH) and Sub-Divisional Hospital (SDH) localities will be considered as Urban Area, while Community Health Centre (CHC), Primary Health Centre (PHC) and below localities will be considered as Rural Area for the purpose of calculation of penalties.	Can the definition of Urban and rural be based on the scene not based on the location of facilities or Ambulance base location	Tender terms & conditions shall prevail.
15.	Page No.22, Clause no. 6.22, Section-IV	The Agency shall keep record of Vehicle (Ambulance & Mortuary Van) deployment instructions, dispatch records and submit to State Health Society, Bihar and District Health Society (DHS) on monthly basis or as and when required.	With the help of improved technology, the Authority can do a live monitoring of Ambulance moment hence the operator should give access for live monitoring so that physical documents submission can be avoided.	Tender terms & conditions shall prevail.
16.	Page No.23, Clause no. 7.5, Section-IV	Agency shall ensure the bio-metric attendance in the tablet/smartphone installed in the ambulances. All EMTs/Drivers/Attendants shall record attendance on the tablet before commencement of their shift, which shall be directly linked to the centralised online portal. In line with standard industry practice, agency shall record biometrics of the Driver/EMT/Assistant at the time of on-boarding of a new employee, based on which the daily bio-metric attendance shall be recorded and compared.	There is advance and effective technology for facial based attendance, specially for the ambulance team. Because of the wear and tear it has been noticed that biometric device are frequently becomes non-functional and require manual attendance during this period. so, we request to adapt facial recognition-based attendance for the crew	Tender terms & conditions shall prevail.

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17.	Page No.24, Clause no. 8.1, Section-IV	The agency shall establish training centre with complete equipment, qualified trainer(s), dummies, models, mannequins etc. along with standardized training module for training of all the personnel deployed for operationalization and management of Ambulances (EMTs, Drivers, Assistant and Call Centre Executives).	As operator is also allowed to train by accredited training institute, the requirement of Establishment of training centre may be removed Agency should also be allowed to have tie ups with State-of-the-art training centres	Tender terms & conditions shall prevail.
18.	Page No.25, Clause no. 9.4, Section-IV	The State Health Society, Bihar shall provide IT Infrastructure for server in the State Data Centre to host application and database. The agency is required to provide the latest updates, patches, version, and configuration updates for the different applications using a completely automated build and deployment process.	Can bidder assume that SHSB will provide all data centre equipment's including servers, storage (SAN/NAS), routers, switches, Antivirus, data backup, required licences (operating system and data base) firewalls and network connectivity along with 5 years AMC within data centre	The application along with database developed by Service Provider will be hosted in State Data Centre of IT Department, Govt. of Bihar. (Clarification as above is recommended)
19.	Page No.25, Clause no. 11.5, Section-IV	The SHSB may depute personnel at call centre for quality check on its own cost or arrangement.	Is that the selected operator to provide specific seat for this requirement	No permanent deputation. So, no specific seat. (Clarification as above is recommended)
20.	Page No.27, Clause no. 2.3, Section-V	The bidder (<i>in case of sole bidder</i>) must have experience in Operations and Management of at least 750 Ambulances (BLS Ambulances and minimum 50 ALS Ambulances) supported	Any bidder has an experience as consortium partner to qualify the eligibility condition in the current RFP should not be allowed as eligible single entity.	<i>It is recommended for the following changes:</i> 1. The Bidder (in case of sole bidder) must experience in Operations and

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		<p>by a Call Centre of atleast 75 seats in Public or Private Sector during last 3 years i.e FY 2018-19, FY 2019-20 & FY 2020-21.</p> <p><i>In case of consortium</i>, the lead partner in the consortium must have experience in Operations and Management of at least 450 Ambulances (BLS Ambulances and minimum 30 ALS Ambulances) supported by a Call Centre of atleast 45 seats in Public or Private Sector during last 3 years i.e FY 2018-19, FY 2019-20 & FY 2020-21, while other partner must have experience in Operations and Management of at least 200 Ambulances (BLS Ambulances and minimum 15 ALS Ambulances) supported by a Call Centre of atleast 25 seats in Public or Private Sector during last 3 years i.e FY 2018-19, FY 2019-20 & FY 2020-21.</p> <p>However, the consortium members jointly must have the experience in Operations and Management of at least 750 Ambulances (BLS Ambulances and minimum 50 ALS Ambulances) supported by a Call Centre of atleast 75 seats in Public or Private Sector during last 3 years i.e FY 2018-19, FY 2019-20 & FY 2020-21.</p>	<p>1. Kindly allow companies having past experience as a member of consortium, for Operating Emergency Services in other States to independently participate in the said tender. This condition was accepted and published in J&K EMS tender.</p> <p>2. We have experience in providing emergency medical services (EMS) in the State of Maharashtra and the UT of Jammu and Kashmir and past experience in the State of Andhra Pradesh, Delhi, etc. We have installed and operated call centre for all the above projects, where the total no. of call centre seats are more than 100. Hence, requesting you to consider the cumulative experience of all the projects for the purpose of this clause.</p> <p>Requesting the department to kindly amend the clause to this effect.</p> <p>As the project is to be operated for Govt. it is essential that the experience of the bidder to be considered for Govt. Project only.</p> <p>Experience of Private Sector Project Should not be accepted as no project operated for the Private sector will have Large fleet quantity integrated with Command and Call Centre under a single contract. Moreover, the validity and authenticity of Project operation cannot be verified.</p> <p>Hence it is suggested to kindly amend the condition as-</p> <p>The bidder (in case of sole bidder) must have</p>	<p>Management of at least 750 Ambulances (BLS Ambulances and minimum 40 ALS Ambulances) supported by a Call Centre of atleast 50 seats.</p> <p><i>In the case of a consortium</i>, both partners must have the experience in the operation and management of ambulance services, the partners must have a cumulative experience in operating and managing the ambulatory service of at least 750 Ambulances (BLS Ambulances and minimum of 40 ALS Ambulances) supported by a Call Centre of atleast 50 seats in Public Sector during last 3 years i.e FY 2018-19, FY 2019-20 & FY 2020-21. However, the lead partner must have experience in operating and managing atleast 600 Ambulances (BLS Ambulances and minimum of 30 ALS Ambulances) supported by a Call Centre of atleast 40 seats in the Public Sector during last 3 years i.e. FY 2018-19, FY 2019-20 & FY 2020-21.</p> <p><i>(Amendment as above is recommended)</i></p> <p>Bidder's experience required for 50-seater call centre is per shift.</p> <p><i>(Clarification as above is recommended)</i></p>

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			<p>experience in Operations and Management of at least 750 Ambulances (BLS Ambulances and minimum 50 ALS Ambulances) supported by a Call Centre of atleast 75 seats in Public Sector or any Govt. Bodies/Central Govt./State Govt. under a single contract for each year continuously during last 3 years i.e FY 2018-19, FY 2019-20 & FY 2020-21.</p> <p>We need clarification that bidders experience required for 75-seater call centre per sift or 75-seater call centre cumulative of 3 shift. ?</p> <p>We would like to suggest following modification for this clause: -</p> <ol style="list-style-type: none"> 1. The bidder (in case of sole bidder) must have experience in Operations and Management of at least 750 Ambulances (BLS Ambulances and minimum 30/40 ALS Ambulances) supported by a Call Centre of atleast 50 seats. 2. The above experience should be from public sector and Govt. sector only as Private Sector experience is some time difficult to be verified / authenticated. <p>Experience of running ALS ambulance should be reduced to 30 supported by call centre of 30-seater from Sole Bidder or Cumulative in case of Consortium should be asked.</p> <p>It is requested that experience in Call Centre should be for 50-seater other than 75-seater as mentioned in RFP.</p>	

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			<p>We suggest that experience in operating ALS should be deleted and experience in operating BLS may be increased to 800 or, Experience in operating 750 ALS (including 40 ALS)</p> <p>This should be straight BASIC Life Support Ambulance or Advance Life support ambulance not mix of both. Number should be reduced to 500 BLSA or 200 ALSA</p> <p>In case of Consortium a single party can have the entire fulfilling criterion. This will open the competition to larger extent and allow new budding entrepreneurs to enter and provide their services.</p>	
21.	Page No.32, Clause no. 5.1, Section-VI	The service provider shall develop Standard Operating Procedures (SOP) inconformity with the provision under the tender document and which shall be finalized in consultation with SHSB within 30 days of signing of the contract. The SOP must include the following areas of functions:	Can bidder assume that these 30 days' timeline is for the submission of First draft of SOP by the operator as it is a continuous process, and the validation of SOP is not under the control of operator	Tender terms & conditions shall prevail.
22.	Page No.32, Clause no. 6.2, Section-VI	The agency shall raise its district-wise electronic invoices (as prescribed under GST Act) in their web-based portal/application on completion of services during the month.	<p>a) As the payment will be disbursed centrally by the SHSB and all service level parameters are based on State Average: please elaborate the requirement of District wise invoices</p> <p>b) We request that selected operator should submit invoice centrally to the SHSB</p> <p>Requesting to SHSB to accept Invoice consolidated State level centralised billing, instead of District wise.</p>	Tender terms & conditions shall prevail.

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23.	Page No.32, Clause no. 6.3, Section-VI	The agency shall submit the district-wise consolidated invoices (as prescribed under GST Act) to SHSB, till 5 th of the next month. Any submissions after the 5 th day of the month will be considered in the next billing cycle (following month). All payment will be subject to TDS as per Income Tax Rules and other statutory deductions as per applicable laws. The payments will be made through electronic fund transfer from escrow account. 75% of the payment will be made by 10th of the month, while balance 25% of the payment will be made latest by the 5th of the following month, after necessary verifications & deducting penalties (if any)	We request to disburse 90% of the payment by 10th of the month and balance 10% by 5th of following Month as this is because there is a Maximum cap of 10% for Penalties.	Tender terms & conditions shall prevail.
			The RFP is not having any provision for advance payment ; hence the applicability of escrow account is irrelevant, therefore the condition of fund transfer from escrow account should be removed. To avoid any kind of distress to the service provider for delayed payments, it is suggested to kindly amend this clause as, 90% of the payment will be made by 10th of the month, while balance 10% of the payment will be made latest by the 5th of the following month, after necessary verifications & deducting penalties (if any) The payment release should be from state headquarters centralised payment system	Tender terms & conditions shall prevail.
			We would like to suggest that 90% of the payment will be made by 10th of the month, while balance 10% of the payment will be made latest by the 5th of the following month, after necessary verifications & deducting penalties (if any).	
			This must be in the ratio of 90% and 10%	

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24.	Page No.33, Clause no. 6.5, Section-VI	Price Escalation on the management cost per vehicle shall be given on the basis of Combined Consumer Price Index (CPI) as declared by the competent authority after completion of two years i.e.- starting of third year from the date of operation of entire fleet vehicle(s) provided by the agency. This will be applicable for all three categories of vehicles i.e., BLSA, ALSA and Mortuary Vans. Please refer “Annexure-O” for the calculation of Price Escalation on the management cost	<p>a) Please elaborate the basis of CPI in terms of CPI-General or CPI-IW which is applicable.</p> <p>b) Considering the normal inflation, we request for allowance of minimum 10% increment on yearly basis. This also justifies the fact that major part of the operational expenses that are Manpower Cost contributes more than 50% and fixed in nature over and above that the fuel pricing is volatile at current situations</p>	<p>CPI- General is applicable</p> <p>(Clarification as above is recommended)</p>
			<p>As mentioned, please clarify bidder whether the CPI escalation will be effective for 3rd Year on the beginning of the 3rd Year i.e., April 2024 irrespective of commencement month and further escalation will be given in April 2025 & April 2026</p>	<p>It will be effective after completion of two years from the date of operation of entire fleet of vehicles(s) provided by the agency.</p> <p>(Clarification as above is recommended)</p>
			<p>The project operational cost is significantly escalating on account of various factors contributing to hike in minimum wages, equipments, spares etc. The fuel cost has surged more than 20% in the last fiscal and correspondingly the steel and tyre prices have also gone up by 12% in comparison to last year.</p> <p>Hence, it is requested to kindly consider the provision of a minimum annual escalation of contract price of 10% for every year after successful completion of 12 months of operation instead of completion of two years.</p>	<p>Tender terms & conditions shall prevail.</p>
			<p>As upward revision in Minimum Wages and Fuel prices are very frequently, hence, it is requested to kindly consider the revision of Minimum Wages and Fuel prices in the monthly billing on month-to-month basis based on the AVERAGE increase of the fuel prices in that month.</p>	

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			<p>Since the contract is for 5 years, hike is bound to happen with respect to wages, fuel, consumables, materials, etc. and being a principal employer, it would be the responsibility of your good office to ensure that prevailing minimum wages are paid to the employees along with statutory compliances and also hike regarding fuel, consumables, materials, etc., are taken care of. Hence, we request you to kindly incorporate a suitable price variation clause which will take care of the actual increase in the minimum wages and the same can be reimbursed to the service provider along with a suitable clause, more importantly, taking care of fuel escalation. In absence of such clause the bidder may load the price bid incommensurately, as the same cannot be anticipated by the bidder in advance and hence the bid will be unrealistically burdened.</p> <p>Why after 2 years? Ideally, as per the usual tendering practice, the same should be implemented, after 31st March 2023, i.e. after 1 year.</p> <p>We would like to suggest that price escalation should be provided from very first year itself because price increase is very regular phenomena. We also would like to suggest that instead of CPI based escalation a fixed 10% per annum escalation should be given as our main component i.e fuel hardly has correlation with CPI.</p> <p>OR</p> <p>Escalation based on health sector CPI should be provided from very first year itself because price increase is very regular phenomena.</p> <p>This should be fixed in %</p>	

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25.	Page No.38, Clause no. 4.a, Section-VI	“Uptime” shall mean the time period for which the specified service i.e. number of Ambulance & Mortuary Vans in the fleet operational to provide the services to the beneficiaries. Uptime of vehicles, in percentage can be calculated as: Uptime (%) = (Total no. of Vehicle operational in a day / Total no. vehicles in the Fleet) *100	a) Kindly clarify the term "Day" as mentioned in the formula Uptime b) Day - If the vehicle is down for continuous more than 24 Hrs	The term “Day” refers to the present day. Uptime of vehicle(s) will be monitored on daily basis. (Clarification as above is recommended)
26.	Page No.38, Clause no. 6, Section-VI	The SLA shall commence from the date of contract agreement. The performance of the agency shall be evaluated based upon identified Key Performance Indicators (KPIs). The penalty and incentive amount shall be decided from the performance indicators. The penalty amount and incentive amount will be effective from the second quarter from the date of commissioning of the services	a) The penalty amount and incentive amount will be effective from the 2nd Quarter from the date of commissioning of the services b) Considering the scale of operation and the lead time to induct the ambulances by the selected operators we request the moratorium period to be extended to 6 months.	Tender terms & conditions shall prevail.
27.	Page No.40, Clause no. 6.C.1 Section-VI	Agency shall develop mobile applications including real time Dashboard/online web-portal with key performance indicators and provide access to the SHSB and the authority decided by SHSB within 90 days of commencement of service.	Can bidder assume that timeline of 90 days for completion of Realtime dashboard is basis of developed and submitted the 1st prototype of dashboard as future requirement and other ascetic reequipment are on continuous basis	It means the application shall be up and running, while bugs removal will be a regular process. (Clarification as above is recommended)
28.	Page No.63, Annexure-N.37, Section-VIII	LIST OF MEDICINES & CONSUMABLES TO BE KEPT IN ALSA Sr. No. 37: Inj. Fentanyl	Inj. Fentanyl requires a license under NDPS act and cannot be stored in the ambulance, so request to kindly remove.	Tender terms & conditions shall prevail.
29.	Page No.66, Annexure- P, Section-VIII	The bidder/agency have to quote the Management Cost/Service Charge in Indian Rupee (INR) as per below format. This format is only indicative for reference, actual financial bid is to be submitted in MS Excel format available on e-procurement portal:	The excel format is not visible in the e-procurement portal. Annexure - P is yet not uploaded	It is already uploaded and available in the Portal. (Clarification as above is recommended)

Sl. No	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarifications/ Amendments Recommended by Technical Committee
30.	Page No.57-59, Annexure- J & K Section-VIII	List of Equipments/Instruments Provided by the Agency	Finger pulse oximeter may be added as a basic equipment for both ALSA & BLSA	Oximeter provision is already available in AIS-125 (Clarification as above is recommended)
31.	-	Details of Ambulance Condition	Kindly provide us the records of RTO compliances, kmpl, vehicle history etc.	Tender terms & conditions shall prevail.
32.	-	Operational Shifts for 24*7 Ambulance Operations	Please specify that the operation will run in 2 shifts and 12hrs per shift for the interest of all bidders onto the same understanding.	It will be the responsibility of the agency to operate and manage 24x7 Ambulance service, fulfilling all the compliances under different Act. (Clarification as above is recommended)
33.	-	Bio-medical Waste	Can the bio-medical waste generated in ambulances be handed over to nearest Government health care institutions?	Agency may hand over the Bio Medical Waste generated in Ambulances to nearest Government health care institutions. (Clarification as above is recommended)
34.	Page No.26, Clause no. 2.2, Section-V	The bidder (<i>in case of sole bidder</i>) must have minimum average annual turnover of INR 100 Crore from Ambulance Services during the financial years FY 2018-19, FY 2019-20 & FY 2020-21, as evidenced by the audited accounts of the bidder. <i>In case of consortium</i> , the bidder must have cumulative minimum average annual turnover of INR 100 Crore from Ambulance Services during the financial years FY 2018-19, FY 2019-20 & FY 2020-21. However, the lead partner in the consortium must have minimum annual average turnover of INR 60 Crore , while other partner must have minimum annual average turnover of INR 25 Crore from Ambulance Services during the mentioned financial years. However, the cumulative total minimum average annual turnover of consortium members jointly must be Rs. 100 Crore.	As the current cost estimate the minimum revenue for One year for operating a fleet of 2125 Ambulances will be INR 500 Crore (approx.). In this context, the Qualification Criteria of average annual financial turnover of INR 100 Crores does not commensurate to decide about the financial soundness of the bidder. Hence it is requested that, the average annual financial turnover for the last three financial years should be minimum INR 300 Crore from Ambulance Services. (i.e. FY 2018-19, FY 2019-20 & FY 2020-21) (Please refer to CVC Guideline for Prequalification criteria (PQ) according to which the Average Annual financial turnover during the last 3 Financial years should be at least 30% of the estimated cost.) Condition of 100% of required Turnover from ambulance service may be emended as below: - 1. The bidder must have minimum average annual turnover of INR 100 Crore and atleast 25% of Total Turnover of 100 Crores should be from	Tender terms & conditions shall prevail.

Sl. No	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarifications/ Amendments Recommended by Technical Committee
			<p>Ambulance Services.</p> <p>2. In case of consortium any one of the consortium member or all members Cumulatively can meet this criteria for qualification purposed.</p> <p>This turn over criteria should be reduced to INR 50 Crores from Ambulance services by any of the consortium member. Asking for the same criteria by all the consortium members would be sheer vialoation of JV/Consortium basic primise.</p> <p>The annual average turnover from Sole Bidder or Cumulative turnover in case of Consortium should be asked.</p> <p>25 Crore annual average from Consortium partners should be removed.</p> <p>We suggest that "The minimum average annual turnover in case of Sole Bidder/Consortium should not be more than 40 Crore.</p> <p>It has been mentioned that in the case of Consortium (only 2 partners allowed), both the partners should have experience of operating and managing the ambulance service.</p> <p>Sir, it is a request that-</p> <ul style="list-style-type: none"> - A Consortium of more than 2 partners should also be allowed to bid, and - The requirement of experience of operating and managing Ambulance service be required from any partners of consortium or cumulative of all partners in such consortium <p>In case of Consortium a single party can have the entire fulfilling criterion.</p> <p>This will open the competition to larger extent and allow new budding entrepreneurs to enter and provide their services.</p> <p>Our sincere suggestion would be to consider Fifty crore annual business turnover.</p>	<p>Tender terms & conditions shall prevail.</p>

Sl. No	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarifications/ Amendments Recommended by Technical Committee
35.	Page No.27, Clause no. 2.4, Section-V	<p>The bidder/agency (<i>Sole Bidder or for Consortium shall mean any of the Partners including the Lead Partner</i>) has its own Training Centre or a valid agreement with a training centre for training of Emergency Medical Technician (EMT) recognised by National Skill Development Corporation (NSDC) /Indian Government University/ International Accreditation Body.</p>	<p>The 108 Emergency Medical Services (EMS) are operated for the respective State govt. wherein Foundation and refresher training is provided to Emergency Medical Technician (EMT) is an integral aspect of the project operations.</p> <p>The EMT Training for 108 EMS operations across various States in India is largely conducted at International reputed professional bodies Authorised Training Centre, such as American Heart Association (AHA), American College of Emergency Physicians (ACEP), American Academy of Family Physicians (AAFP)</p> <p>Hence, the training of Emergency Medical Technician (EMT) recognised and approved by the State Govt.should also be accepted.</p> <p>Accordingly, it is suggested to amend this clause as “The bidder/agency (<i>Sole Bidder or for Consortium shall mean any of the Partners including the Lead Partner</i>) has its own Training Centre or a valid agreement with a training centre for training of Emergency Medical Technician (EMT) recognised by National Skill Development Corporation (NSDC)/ Indian Government University/ International Accreditation Body/State Govt./International reputed Professional Bodies such as American Heart Association (AHA) etc.</p> <p>The Bidder/agency should have imparted training to minimum 4000 EMT.</p>	<p>This clause may be read as: <i>“The bidder/agency (Sole Bidder or for Consortium shall mean any of the Partners including the Lead Partner) has its own Training Centre or a valid agreement with a training centre for training of Emergency Medical Technician (EMT) recognised by National Skill Development Corporation (NSDC) /Indian Government University/ an approved International Training Centre for ALS/ BLS/ ITLS/ ALSO/ Life support certification course.”</i></p> <p>(Amendment as above is recommended)</p>

Sl. No	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarifications/ Amendments Recommended by Technical Committee
36.	Page No.34, Clause no. 9.b, Section-VI	For Ambulances provided by the Agency: The agency shall provide the required vehicles (Ambulance & Mortuary Van) as per the details and schedule mentioned in Clause- 4.6 under Section-IV of the tender document. Failure to do so, the service provider shall be levied with penalty of INR 5,000/- per vehicle, for delay of every 30 days, which shall be appropriated from the monthly invoices submitted by the service provider.	The standard supply time required by the vehicle manufacturer is 45 to 60 day for the first vehicle to rollout. The fabricators take not less than 30 days to complete 25 vehicles as a batch. Hence taking up and completing 757 vehicles with in two phases of 30 and 60 is not possible. Suggested to give implementation schedule with induction of not more than 200 vehicles per month after 60 days of Contract Finalisation.	Please refer the recommendation on Serial no. 6 of this document for clarification. (Clarification as above is recommended)
37.	Page No.34, Clause no. 9.c, Section-VI	For centralized Call Centre: Shall be functional in all aspects and full capacity (such as online portal, mobile application) on the date of ambulances being commissioned. Failure to do so, the service provider shall be levied INR 10,000 per day to be appropriated from the monthly invoices submitted by the service provider.	We will strive to make the centralized Call Centre functional in all aspects and full capacity, but we solemnly submit that, the new service provide has to take the entire implementation, upgradation and operation of centralized Call Centre and integration with the fleet operations which sometimes may require some additional time, hence it is requested tokindly allow a moratorium period of at least six months' time from the date of signing of the contractagreement during which the penalties will not be levied.	Full compliance must be on or before the date of commissioning so that Ambulance services on real time basis can be provided. (Clarification as above is recommended)
38.	Page No.33, Clause no. 7.3, Section-VI	The penalties would be imposed for each occurrence as per details mentioned in the sub- identified Key Performance Indicators (KPIs) mentioned in "Service Level Agreement (SLA)" under Section-VII. However, maximum penalty will be limited to 10% of total payments due for the month against the district-wise invoices raised.	Suggested to kindly consider maximum ceiling towards penalty as 5% of total monthly payment.	Tender terms & conditions shall prevail.

Sl. No	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarifications/ Amendments Recommended by Technical Committee
39.	Page No.4, Clause no. 8, Section-I	The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 9 Crore (Nine Crore Rupees only) in the shape of Demand Draft/Bank Guarantee from any Schedule Bank in favour of State Health Society, Bihar payable at Patna. All Tenders must be accompanied by EMD as mentioned above. No bidder is exempted from submitting of EMD as mentioned in the tender document. Tenders without EMD shall be summarily rejected.	As per Bank Mandate, Bank details are essential for procuring EMD in the form of Bank Guarantee. Hence, requesting you to kindly provide the bank details, viz., IFSC Code, Name of Bank, Bank Account Name and Bank Account Number.	Bank details shall be uploaded with the Corrigendum. <i>(Clarification as above is recommended followed by amendment to be published through corrigendum)</i>
			The Earnest Money Deposit (EMD) of Rs. 9 Crore (Nine Crore Rupees, which is an exorbitant value. Hence it is suggested that the EMD amount should be maximum of Rs. 1 Crore	Tender terms & conditions shall prevail.
			EMD requirement has increased 25 times as compared to last tender (Year 2016) for same service. This huge increase affects the maximum participation as some eligible bidder may be unenthusiastic or reluctant to deposit such of EMD. We would suggest to bring down EMD requirement to 2.00 crores.	
			9 Cr is exorbitantly high should not be more than 2 Cr Request for relaxation of EMD, Experience and Turnover should be given to DIPP Recognized Startups. Startups can provide better and more advanced technologies which usual players do not have. Hence, thembeing new in the market, they will not be able to meet the mentioned criteria.	
40.	Page No.34, Clause no. 13.1, Section-VI	The successful bidder shall have to furnish a performance security in the shape of a Bank Guarantee issued by a scheduled Bank in favour of "State Health Society Bihar (SHSB)" for an amount equal to 3% of the value of the contract.	As the Bank Guarantee will have the provision for Annual renewal , it is requested to kindly amend this clause as: The successful bidder shall have to furnish a performance security in the shape of a Bank Guarantee issued by a scheduled Bank in favour of "State Health Society Bihar (SHSB)" for an amount equal to 3% of the First-year value of the contract.	Tender terms & conditions shall prevail

Sl. No	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarifications/ Amendments Recommended by Technical Committee
41.	Page No.35, Clause no. 15.2, Section-VI	The SHSB, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the bidder/agency, terminate the contract in whole or in part, if the bidder/agency fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period specified in the contract or for any breach of the contract, the performance security may be forfeited and other suitable action may also be taken against the service provider.	In relevance to this clause the Selected Agency should also have the right to terminate the agreement in full or in part by giving the SHSB a prior written notice of upto 30 days indicating its intentions to terminate on account of the failure on the part of the SHSB to perform any of its obligation or comply with any of the terms of the contract entered shall constitute an event of default on the part of the SHSB.	Tender terms & conditions shall prevail.
42.	Page No.16, Clause no. 3, Section-IV	Project Overview: The new project will be operational with 2125 vehicles in the state to provide free services of Ambulance and Mortuary van to the citizens of Bihar through 102 Toll Free number. In this total fleet of vehicles, State will provide 1368 vehicles, while the agency shall provide 757 brand new air-conditioned vehicles (not more than 3 months old) fulfilling the constructional and functional requirement of Road Ambulances as mentioned in the 'Automotive Industry Standard (AIS-125)'	As it is mentioned that out of the 1368 vehicles being provided by SHSB, 1039 vehicles are new and 329 vehicles have to be sourced from the existing fleet, accordingly it is requested to kindly update the details of Make, Model, Age in Years and Km of the old 329 vehicles which are required to be retained for operations. Suggested to also share the registration number of the vehicles that are going to be retained in operation along with Make, Model, Type, age in years and ODO reading, etc. It is earnestly submitted that, in the absence of details of the Vehicles Condition to be provided by SHSB i.e. Vehicle Make, Vehicle Age, Kilometer Run etc., the calculation of the operational cost cannot be arrived accurately and it will be improper. Hence, suggested to give the condition of the vehicle and its aggregates including AC, Engine, Gear Box, Body and Tools. along with any other significant details.	Tender terms & conditions shall prevail.

Sl. No	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarifications/ Amendments Recommended by Technical Committee
43.	Page No.22, Clause no. 6.23, Section-IV	The agency shall be provided the fleet on motor-able condition (fitness certificate from Transport Department). However, the selected service provider shall be liable for repair, maintenance including denting, painting of vehicles as per National Ambulance Service guidelines/ GoB guidelines and running of fleet on their own cost and investment.	As it is informed that 329 old vehicles have to be sourced from the existing fleet, requested to update the provision of these 329 vehicles in running condition of Air conditioning and availability of tools in it. Along with motor-able condition, kindly also provide the vehicles properly maintained along with the requisite equipment and consumables.	Tender terms & conditions shall prevail
44.	Page No.22, Clause no. 6.31, Section-IV	The Service Provider shall inform the SHSB if any vehicle is damaged beyond repair and should be condemned. The authority (SHSB) will take appropriate measure for condemnation of vehicle at its own cost as per the Condemnation policy of Finance Department, Government of Bihar.	It is earnestly submitted that, in the absence of details of the condemnation policy of the vehicles in the state of Bihar, it is difficult to know the schedule replacement number vehicle wise. Hence, it is requested to give the condemnation policy of vehicle by State Govt. of Bihar Requested to kindly clarify whether the Authority (SHSB) will replace the vehicles (supplied by the authority) after condemnation as per policy of Finance Department, Govt. of Bihar. The RFP may incorporate the wording as responsibility of the authority to replace the old 329 vehicles that are to be continued in the fleet of operation as per the condemnation policy of the SHSB Govt. of Bihar with time-lines	Condemnation Policy already in place in Bihar. SHSB from time-to-time decide on condemnation of vehicles. (Clarification as above is recommended) Tender terms & conditions shall prevail
45.	Page No.16, Clause no. 2.3, Section-IV	On an average a vehicle travels approximately between 3000 - 3500 km in a month.	Requested to kindly clarify the calculation of payment if the operation of any ambulance exceeds 3500 kms per month. Authority may please agree and include in the RFP for the payment to the service provider in the event of operation of Kilometers more than 3500 per month per vehicle.	This is just an information shared for understanding. (Clarification as above is recommended)

Sl. No	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarifications/ Amendments Recommended by Technical Committee
46.	Page No.39, Clause no. 6.A.1 Section-VII	<p>A. Call Centre: Performance Indicator & Penalty</p> <p>Sl. No.1 <u>Performance Indicators:</u> All the Call Centre Seats should be functional (100% availability of Call Centre Executive round the clock) <u>Penalty in case of non-fulfillment of Performance Indicators:</u> Rs. 1000/- per non-functional seat per shift per day <u>Review Source but not limited to:</u> Bio-metric attendance Record/ Physical Monitoring</p>	Suggested to kindly, consider the penalty as Rs. 500/- per non-functional seat per shift per day	Tender terms & conditions shall prevail
47.	Page No.39, Clause no. 6.B.1 Section-VII	<p>B. Operation & Management of Fleet</p> <p>Sl. No.1 <u>Performance Indicators:</u> Average Response Time for an Ambulance to reach the Patient(s) from receipt of call should be less than 20 minutes in Urban Area. <u>Penalty in case of non-fulfillment of Performance Indicators:</u> Deduction of 0.5% of the total bill value of the Monthly Invoice <u>Review Source but not limited to:</u> Online Web-Portal/ Application Software</p>	Suggested to kindly reduce the penalty to 0.25% of the total bill value of the Monthly Invoice	Tender terms & conditions shall prevail
48.	Page No.39, Clause no. 6.B.2 Section-VII	<p>Sl. No.2 <u>Performance Indicators:</u> Average Response Time for an Ambulance to reach the Patient(s) from receipt of call should be less than 30 minutes in Rural Area. <u>Penalty in case of non-fulfillment of Performance Indicators:</u> Deduction of 0.5% of the total bill value of the Monthly Invoice <u>Review Source but not limited to:</u> Online Web-Portal/ Application Software</p>	Suggested to kindly reduce the penalty to 0.25% of the total bill value of the Monthly Invoice	Tender terms & conditions shall prevail

Sl. No	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarifications/ Amendments Recommended by Technical Committee
49.	Page No.39, Clause no. 6.B.3 Section-VII	<p>Sl. No.3 <u>Performance Indicators:</u> Number of vehicles (Ambulances and Mortuary vans) plying on any day/point of time should be atleast 95% of the total fleet. <u>Penalty in case of non-fulfillment of Performance Indicators:</u> For any given point of time, if vehicles are off road beyond stipulated threshold of 95%, there will be penalty of Rs. 1,000/- per day each vehicle off road beyond threshold. (Accidents cases/mob violence cases will be exempted from penalty) <u>Review Source but not limited to:</u> Online Web-Portal/Application Software</p>	Request to reduce the penalty from Rs. 1000/- to Rs.500/-	Tender terms & conditions shall prevail
50.	Page No.22, Clause no. 6.20 Section-IV	<p>The agency shall ensure timely payment of all legal entitlements and salary (follow the Minimum Wages rule and provisions of Labour Act during contract period. Also, the selected service provider shall have to reconcile wages payment, CPF, EPF, ESIC, insurance payment, etc. for employees at the time of submission of bills on quarterly basis to SHS) to all staff recruited by the Agency for operationalization of the fleet of ambulances. The Authority shall in no way be responsible for any delay or non-payment of wages to these staff, no matter whatsoever be the reason; and the agency shall be solely responsible for any delay/default and any repercussion in this regard.</p>	The minimum wages are subject to revision as per Government directives. Hence in case of any escalation on account of government notification of wage revision, the Service Provider shall be compensated by the Authority to adhere to the wage revision requirement.	Tender terms & conditions shall prevail.

Sl. No	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarifications/ Amendments Recommended by Technical Committee
51.	-	Manpower Policy	<p>The Central Government has recently passed 3 (Three) Bills related to Labour Law, Namely</p> <ol style="list-style-type: none"> 1. The Industrial Relations Code, 2020 2. The Occupational Safety Health and Working Conditions Code, 2020 3. The code on Social Security 2020 <p>The act and rules pertaining to above Bills will be released shortly, which will have impact on minimum wages and facilities/benefits to be provided to the employees, hence any impact on cost to the Service Provider to be reimbursed by the Authority.</p>	<p>Tender terms & conditions shall prevail.</p>
52.	Page No. 28, Clause no. 5, Section-V	<p>The Technical Evaluation Parameters and Scoring Methodology based on which evaluation of technical proposals of the bidders shall be carried out by Tender Evaluation Committee appointed by the SHSB to compute the technical marks as specified below:</p>	<p>In our opinion marks allocation system adopted, should be changed and should be made not only more rationale but at same time should be made more like enhancing competitiveness.</p> <p>There is provision of allocating 3 times more bonus marks for having large Turnover.</p> <p>Indeed, there should be bonus marks for those bidder but that should be limited to maximum of 2 – 4 marks and not 10 marks. It sounds irrational.</p> <p>There is no point in giving doubled / tripled score to any one for having larger turnover as evident from Sl. No 1,3,4 & 5 of this clause.</p> <p>Further, we would like to raise the issue that total 100 marks has been allocated for the bidder. Out of 100 marks only 50 marks will be allocated to bidder on the basis of fulfilling quantum of criteria like turnover, experience in running ambulances</p>	<p>Least Cost Selection (LCS) methodology will be used for the selection of agency in place of Quality & Cost Based Selection (QCBS). Therefore, this clause with all the Technical Evaluation Parameters and Scoring Methodology stands deleted. Further, the LCS methodology for the selection of agency shall be applicable to all the relevant clauses wherever mentioned in the RFP document, Technical Bid sheet and Financial Bid sheet published on the e-procurement portal.</p> <p>(Amendment as above is recommended)</p>

Sl. No	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarifications/ Amendments Recommended by Technical Committee
			<p>and Training Centre for EMTs. Although there is no marks for quantum of experience for managing call centre. Rest 50 marks kept for technical presentation and demonstration by bidder. Here we want to know that on what basis these 50 marks will be allocated?</p> <p>Whether every bidder who give the presentation will get total 50 marks or there is some criteria to allocate the marks.</p> <p>We would suggest to amend marks allocation for technical presentation and demonstration and bring it down to a maximum of 10 marks for this parameter.</p> <p>Please reconsider the allocation of marks. It is a request that more weightages should be provided to the relevant experience than merely on turnover. Maximum marks on turnover be decreased and weightage of marks on Experience should be increased.</p> <p>This should be removed as there are no precedents of QCBS tender for Ambulances in India. And this will also eliminate new players/startups to participate and bring new innovations and better price discovery for the exchequer.</p>	

Sl. No	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarifications/ Amendments Recommended by Technical Committee																				
		<p>Clause no. 5.1- Average annual turnover of the bidder (Sole Bidder or Consortium shall mean cumulative average annual turnover of all the consortium partners) during the financial years FY 2018-19, FY 2019-20 & FY 2020-21 from Ambulance Service</p> <table border="1" data-bbox="450 699 945 1235"> <thead> <tr> <th colspan="2">Allocation of marks</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>Greater than or equal to 100 Crore but less than 150 Crores</td> <td>5 Marks</td> <td rowspan="3">15 Marks</td> </tr> <tr> <td>Greater than or equal to 150 Crore but less than 200 Crores</td> <td>10 Marks</td> </tr> <tr> <td>Greater than or equal to 200 Crore</td> <td>15 Marks</td> </tr> </tbody> </table>	Allocation of marks		Maximum Marks	Greater than or equal to 100 Crore but less than 150 Crores	5 Marks	15 Marks	Greater than or equal to 150 Crore but less than 200 Crores	10 Marks	Greater than or equal to 200 Crore	15 Marks	<p>Since the amount of the Annual Project Cost is more than Rs. 500 Crore, suggested to Kindly amend as</p> <table border="1" data-bbox="1032 320 1653 683"> <thead> <tr> <th colspan="2">Allocation of marks</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>Greater than or equal to Rs.300 Crore but less than Rs.350 Crores</td> <td>5 Marks</td> <td rowspan="3">15 Marks</td> </tr> <tr> <td>Greater than or equal to Rs.350 Crore but less than Rs.500 Crores</td> <td>10 Marks</td> </tr> <tr> <td>Greater than or equal to Rs.500 Crore</td> <td>15 Marks</td> </tr> </tbody> </table> <p>Minimum qualification criteria with regard to turnover has been set to Rs.100 Crore. Therefore, in our opinion every bidder who is fulfilling this criteria should get level playing filed play by getting similar marks. However those bidders who has huge turnover may be given some bonus points but giving 3 times more marks for having huge turnover is unjustifiable. Hence, we would suggest as following:</p> <ul style="list-style-type: none"> - Upto turnover of Rs.125 Crore – 25 Marks - Above Turnover of Rs.125 Crore – 30 Marks <p>As per RFP the eligible turnover for the company is Rs.100 Crore</p> <ul style="list-style-type: none"> - Upto Rs.100 Crore- 5 Marks - Above Rs.100 Crore but less than 125 Crore- 10 Marks - Greater than 125 Crore- 15 Marks <p>We suggest to consider the turnover for all other business including ambulance services. Along with this, the process of giving marks should also be simplified.</p>	Allocation of marks		Maximum Marks	Greater than or equal to Rs.300 Crore but less than Rs.350 Crores	5 Marks	15 Marks	Greater than or equal to Rs.350 Crore but less than Rs.500 Crores	10 Marks	Greater than or equal to Rs.500 Crore	15 Marks	
Allocation of marks		Maximum Marks																						
Greater than or equal to 100 Crore but less than 150 Crores	5 Marks	15 Marks																						
Greater than or equal to 150 Crore but less than 200 Crores	10 Marks																							
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		<p>Clause no. 5.2 - Experience of bidder (Sole Bidder or Consortium shall mean cumulative experience of all the consortium partners) with clients for Ambulance Service during the financial years FY 2018-19, FY 2019-20 & FY 2020-21.</p> <table border="1" data-bbox="450 715 945 1034"> <thead> <tr> <th colspan="2">Allocation of marks</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>Private Sector (only)</td> <td>3 Marks</td> <td rowspan="3">5 Marks</td> </tr> <tr> <td>Public Sector (only), or Both Public Sector & Private Sector</td> <td>5 Marks</td> </tr> </tbody> </table>	Allocation of marks		Maximum Marks	Private Sector (only)	3 Marks	5 Marks	Public Sector (only), or Both Public Sector & Private Sector	5 Marks	<p>Experience of bidder for Operations and Management of at least 750 Ambulances (BLS Ambulances and minimum 50 ALS Ambulances) (Sole Bidder or Consortium shall mean cumulative experience of all the consortium partners) with Public Sector/Govt. Bodies/Central Govt./State Govt. Projects for Ambulance Service during the financial years till FY 2020-21.</p> <table border="1" data-bbox="1032 596 1653 1027"> <thead> <tr> <th colspan="2">Allocation of marks</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>Experience in Public Sector or Govt. Bodies for minimum 3 years upto 5 years</td> <td>5 Marks</td> <td rowspan="3">15 Marks</td> </tr> <tr> <td>Experience in Public Sector or Govt. Bodies above 5 years upto 8 years</td> <td>10 Marks</td> </tr> <tr> <td>Experience in Public Sector or Govt. Bodies above 8 years</td> <td>15 Marks</td> </tr> </tbody> </table> <p>Private sector experience is some time difficult to be verified/authenticated so marks should be given for Public/Govt. sector experience only. Public Sector / Govt. Sector – 10 Marks</p>	Allocation of marks		Maximum Marks	Experience in Public Sector or Govt. Bodies for minimum 3 years upto 5 years	5 Marks	15 Marks	Experience in Public Sector or Govt. Bodies above 5 years upto 8 years	10 Marks	Experience in Public Sector or Govt. Bodies above 8 years	15 Marks	
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		<p>Clause no. 5.3 - Experience of bidder* (Sole Bidder or Consortium shall mean cumulative experience of all the consortium partners) in operations and management of Basic Life Support Ambulances (BLSA) in Public or Private Sector during the financial years FY 2018-19, FY 2019-20 & FY 2020- 21</p> <table border="1" data-bbox="450 746 943 1150"> <thead> <tr> <th colspan="2">Allocation of marks</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>Greater than 500 but less than or equal to 700 BLSA</td> <td>5 Marks</td> <td rowspan="3">10 Marks</td> </tr> <tr> <td>Greater than 700 BLSA but less than 1200 BLSA</td> <td>8 Marks</td> </tr> <tr> <td>Greater than or equal to 1200 BLSA</td> <td>10 Marks</td> </tr> </tbody> </table>	Allocation of marks		Maximum Marks	Greater than 500 but less than or equal to 700 BLSA	5 Marks	10 Marks	Greater than 700 BLSA but less than 1200 BLSA	8 Marks	Greater than or equal to 1200 BLSA	10 Marks	<p>As the project scope is for 2125 Ambulances which includes 1453 BLSA, it is requested to kindly amend as: Experience of bidder* (Sole Bidder or Consortium shall mean cumulative experience of all the consortium partners) in operations and management of Basic Life Support Ambulances (BLSA) in Public or Govt. Bodies during the financial years FY 2018-19, FY 2019-20 & FY 2020- 21.</p> <table border="1" data-bbox="1034 480 1659 730"> <thead> <tr> <th colspan="2">Allocation of marks</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>Greater than 700 but less than or equal to 1500 BLSA</td> <td>5 Marks</td> <td rowspan="3">10 Marks</td> </tr> <tr> <td>Greater than 1500 BLSA upto 2000 BLSA</td> <td>8 Marks</td> </tr> <tr> <td>Greater than 2000 BLSA</td> <td>10 Marks</td> </tr> </tbody> </table> <p>Minimum qualification criteria with regard to experience has been set to 700 BLSA. Therefore, in our opinion every bidder who is fulfilling this criteria should get equal filed play by getting similar marks. However, those bidder who has experience of operating fleet much larger than asked for in RFP may be given some bonus points but giving 2 times more marks is unjustifiable. Hence, we would suggest as:</p> <ul style="list-style-type: none"> - Upto 1000 BLSA – 15 Marks - Above 1000 BLSA – 20 Marks <hr/> <ul style="list-style-type: none"> - Upto 750 BLSA - 8 Marks - Above 750 BLSA - 10 Marks <p>It is requested that full marks should be given on experience in management of 1000 BLS and 50 ALS other than on experience of operating and management of 1200 BLS and 100 ALS as mentioned in RFP</p>	Allocation of marks		Maximum Marks	Greater than 700 but less than or equal to 1500 BLSA	5 Marks	10 Marks	Greater than 1500 BLSA upto 2000 BLSA	8 Marks	Greater than 2000 BLSA	10 Marks	
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		<p>Clause no. 5.4 - Experience of bidder* (Sole Bidder or Consortium shall mean cumulative experience of all the consortium partners) in operations and management of Advanced Life Support Ambulances (ALSA) during the financial years FY 2018- 19, FY 2019-20 & FY 2020-21.</p> <table border="1" data-bbox="450 767 945 1091"> <thead> <tr> <th colspan="2">Allocation of marks</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>Greater than or equal to 50 ALSA but less than 100 ALSA</td> <td>5 Marks</td> <td rowspan="2">10 Marks</td> </tr> <tr> <td>Greater than or equal to 100 ALSA</td> <td>10 Marks</td> </tr> </tbody> </table>	Allocation of marks		Maximum Marks	Greater than or equal to 50 ALSA but less than 100 ALSA	5 Marks	10 Marks	Greater than or equal to 100 ALSA	10 Marks	<p>As the operation of ALSA for the project is 576 nos. it is requested to kindly amend as Experience of bidder* (Sole Bidder or Consortium shall mean cumulative experience of all the consortium partners) in operations and management of Advanced Life Support Ambulances (ALSA) for Public Sector/Govt. Bodies during the financial years FY 2018- 19, FY 2019-20 & FY 2020-21.</p> <table border="1" data-bbox="1032 517 1659 772"> <thead> <tr> <th colspan="2">Allocation of marks</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>Greater than or equal to 50 ALSA and upto 100 ALSA</td> <td>5 Marks</td> <td rowspan="3">15 Marks</td> </tr> <tr> <td>Greater than or equal to 100 ALSA upto 200 ALSA</td> <td>10 Marks</td> </tr> <tr> <td>Greater than 200 ALSA</td> <td>15 Marks</td> </tr> </tbody> </table> <p>Minimum qualification criteria with regard to experience has been set to 50 ALSA. Therefore, in our opinion every bidder who is fulfilling this criteria should get equal filed play by getting similar marks. However, those bidder who has experience of operating fleet much larger than asked for in RFP may be given some bonus points but giving 2 times more marks is unjustifiable. Hence, we would suggest as:</p> <ul style="list-style-type: none"> - Upto 75 ALSA – 10 Marks - Above 75 ALSA – 15 Marks <ul style="list-style-type: none"> - Upto 50 ALSA - 8 Marks - Above 50 ALSA - 10 Marks <p>It is requested that full marks should be given on experience in management of 1000 BLS and 50 ALS other than on experience of operating and management of 1200 BLS and 100 ALS as mentioned in RFP</p>	Allocation of marks		Maximum Marks	Greater than or equal to 50 ALSA and upto 100 ALSA	5 Marks	15 Marks	Greater than or equal to 100 ALSA upto 200 ALSA	10 Marks	Greater than 200 ALSA	15 Marks	
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		<p>Clause no. 5.5 - Training Centre for EMT</p> <table border="1" data-bbox="450 536 999 1161"> <thead> <tr> <th colspan="2">Allocation of Marks</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>Recognised by National Skill Development Corporation (NSDC), or any Recognised Indian Government University, or an International Accreditation Body</td> <td>5 marks</td> <td rowspan="2">10 Marks</td> </tr> <tr> <td>Recognised by NSDC/ Indian Government University, and an International Accreditation Body</td> <td>10 marks</td> </tr> </tbody> </table>	Allocation of Marks		Maximum Marks	Recognised by National Skill Development Corporation (NSDC), or any Recognised Indian Government University, or an International Accreditation Body	5 marks	10 Marks	Recognised by NSDC/ Indian Government University, and an International Accreditation Body	10 marks	<p>Suggested to kindly amend as</p> <table border="1" data-bbox="1032 272 1641 887"> <thead> <tr> <th colspan="2">Allocation of Marks</th> <th>Maximum Marks</th> </tr> </thead> <tbody> <tr> <td>Recognised by National Skill Development Corporation (NSDC), or any Recognised Indian Government University, or an International Professional Body</td> <td>5 marks</td> <td rowspan="2">10 Marks</td> </tr> <tr> <td>Recognised by NSDC/ Indian Government University/State Govt. and an International Accreditation Body or International professional bodies</td> <td>10 marks</td> </tr> </tbody> </table> <p>Every bidder having own Training Centre or a valid agreement with a training centre for training of EMTs recognized by NSDC or any Recognized Indian Government University may be given full 10 marks. Allocating double marks (2 times) as bonus for this criteria is unjustifiable and unwarranted. Government University, or an International Accreditation Body – 10 Marks</p> <p>We request that any Training Centre recognised by NSDC or any recognised Indian Govt. University or an International Accreditation Body should be given 10 marks.</p>	Allocation of Marks		Maximum Marks	Recognised by National Skill Development Corporation (NSDC), or any Recognised Indian Government University, or an International Professional Body	5 marks	10 Marks	Recognised by NSDC/ Indian Government University/ State Govt. and an International Accreditation Body or International professional bodies	10 marks	
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		<p>Clause no. 5.6 - Approach & Methodology: 25 Marks</p>	<p>Suggested to amend it as Approach & Methodology: 15 Marks</p> <p>As per RFP provision for giving 50% of total marks on basis of methodology and presentation is peculiar. In our opinion maximum of the total marks may be given on the basis of experience and other qualification criteria and 20% of total marks may be given for methodology and presentation. Here we want to know that on what basis these 50 marks will be allocated? Whether every bidder who give the presentation will get total 50 marks or there is some criteria to allocate the marks? Hence, we could suggest as following :- - Approach & Methodology – 5 marks - Technical Presentation and Functional Demonstration – 5 marks</p>	
		<p>Clause no. 5.7 - Technical Presentation and Functional Demonstration: 25 Marks</p>	<p>Suggested to amend it as: Technical Presentation and Functional Demonstration: 20 Marks</p> <p>As per RFP provision for giving 50% of total marks on basis of methodology and presentation is peculiar. In our opinion maximum of the total marks may be given on the basis of experience and other qualification criteria and 20% of total marks may be given for methodology and presentation. Here we want to know that on what basis these 50 marks will be allocated? Whether every bidder who give the presentation will get total 50 marks or there is some criteria to allocate the marks? Hence, we could suggest as following :- - Approach & Methodology – 5 marks - Technical Presentation and Functional Demonstration – 5 marks</p>	

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53.	Page No. 28, Clause no. 3, Section-V	<p>In addition to fulfilling the above eligibility criteria, the bidders (Sole bidder or Lead partner of the Consortium) are also required to upload the below document in the technical bid:</p> <p>Approach & Methodology: The bidder (Sole bidder or Lead partner of the Consortium) shall propose the approach and methodology to be covered in the technical proposal, detailing the understanding of the project, Implementation Plan, Human Resource Deployment Plan, Institutional Mechanism for Training and Training methodology, SLA Management Strategy, Use of Latest IT Technology, Innovations, Fleet Management etc.</p>	<ul style="list-style-type: none"> • Approach & Methodology and (ii) Technical Presentation and Functional Demonstration have a weightage of 25 marks each totaling 50 marks out of 100. Although the Para 3 on Page 28 describes the broad contents of these items but we still don't know the marking scheme for these qualifying items. The description is very much subjective and therefore, we request that a more detailed description should be provided with complete marking scheme for these items or this should be deleted and these marks allocated to experience and other criteria though we think least cost method would be more suitable than QCBS. • 70:30 weightage of Technical and Financial evaluation should be reconsidered. The CTFS and QCBS system of evaluation is so designed that the bidder who score greater technical marks can quote a higher price even though other qualifying bidders also stand on the same footing. We request that- <ul style="list-style-type: none"> - CTFS and QCBS system be dropped, and Least Cost Bid method be adopted <p>Or, alternatively a more suitable marking scheme and score weightage be assigned to the Technical and Financial scores which should not only be rational but be also backed by prudent scientific estimates and mathematical calculations.</p>	<p>Least Cost Selection (LCS) methodology will be used for the selection of agency in place of Quality & Cost Based Selection (QCBS).</p> <p>(Amendment as above is recommended)</p>
	Page No. 29, Clause no. 6, Section-V	<p>The Financial bids of only technically qualified bidders will be opened and considered for Combined Technical & Financial Score (CTFS) evaluation where the technical evaluation of the bidders, shall have a weightage of the 70% and the financial evaluation shall have 30% weightage respectively.</p>		
	Page No. 29, Clause no. 7, Section-V	<p>Method for calculating Technical Score, Financial Score and Combined Technical & Financial Score (CTFS) is mentioned in Clause 8.3 under Section-III of this tender document.</p>		

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54.	Page No.13, Clause no. 8.2, Section-III	The final selection of the agency/bidder shall be as per the Quality and Cost Based Selection (QCBS) method. The Technical evaluation of the bidders, shall have a weightage of the 70% and the financial evaluation shall have 30% weightage, respectively, the contract shall be awarded to the bidder/agency whose combined score is the highest, subject to all the conditions as laid down in the tender document, provided the bidder meets the eligibility criteria as per Section V .	<p>No doubt in general, QCBS (Quality and Cost Based Selection) system adopted and designed here has deviated from its main objective i.e balance the “Quality” and “Cost” of the service. In other word getting optimum quality of service at most rational cost. But it is evident from the process adopted for technical score and financial score and CTFS (Combined Technical and Financial Score) that this QCBS system being adopted here is more tilted towards one aspect only and giving less consideration to “Cost” aspect. This may lead to abnormal extra burden to state exchequer.</p> <p>In view of the above we would like to suggest either: Drop the QCBS system and adopt “Least Cost” system for Award of tender.</p> <p>OR</p> <p>1. Give equal weightage (i.e 50 : 50) for technical and financial score respectively instead of 70 : 30 weightage so that check and balance can be obtained among “Quality” and “Cost”. Amend clause 5 page 28 & 29 of section V of the RFP, which deals with technical score to make it more rational.</p> <p>We would like to suggest that there should be some marks allocated for local presence. Bidder who have experience of running 102 national ambulance services in the state may be given priority over other bidders as local bidder is more acquainted with local condition as well as geographical conditions and may implement the project in more effective way.</p> <p>Local Presence: Marks allocated for Local Presence – 5 Marks</p>	<p>Least Cost Selection (LCS) methodology will be used for the selection of agency in place of Quality & Cost Based Selection (QCBS).</p> <p>(Amendment as above is recommended)</p>
55.	Page No.18, Clause no. 5.1 Section-IV	The agency shall establish and operate the Call centre at Patna which shall be in the close vicinity of State Health Society, Bihar.	Why there is a compulsion to establish and operate the call centre at Patna only? This being an era of Digitization, call centre can be operated from any corner of the world. Kindly allow the same.	Tender terms & conditions shall prevail.

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56.	Page No.25, Clause no. 11.3 Section-IV	The Authority 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.	Once the vehicles are condemned after the new service provider has taken the hand over, then in that case, who will replace those condemned vehicles? SHSB or the new service provider?	SHSB may replace those condemned vehicles. <i>(Clarification as above is recommended)</i>
57.	Page No.35, Clause no. 17 Section-VI	In the event the SHSB & Service Provider mutually agree to terminate the contract, either party shall give 30 days' written notice to the other party and after the consent of both the parties, the agreement may be terminated reasonably.	In such an event, the pending EMI for such ambulances, equipment, should be passed on to the new service provider or to be undertaken by the government.	Tender terms & conditions shall prevail
58.	Page No.36, Clause no. 18.4 Section-VI	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.	In such an event, the pending EMI for such ambulances, equipment, should be passed on to the new service provider or to be undertaken by the government.	Tender terms & conditions shall prevail
59.	Page No.38, Clause no. 4.c Section-VII	"Response Time" shall mean the time period in which the ambulances will reach to the patients i.e. within 20 minutes in urban area and within 30 minutes in rural area, after receiving the distress calls from the beneficiaries.	Response time should be defined as time elapsed between the instance of end of call from the caller. i.e. from placement of the hand – piece on the cradle (and not after receiving the distress calls from the beneficiaries) to the instance of Ambulance reaching the nearest motor- able accessible point (Wheel stop) of the scene.	Tender terms & conditions shall prevail
60.	Page No.39, Clause no. B.1 Section-VII	Average Response Time for an Ambulance to reach the Patient(s) from receipt of call should be less than 20 minutes in Urban Area	Requesting you to kindly consider Average Response Time for the entire fleet and not for an individual ambulance.	Tender terms & conditions shall prevail.
61.	Page No.39, Clause no. B.2 Section-VII	Average Response Time for an Ambulance to reach the Patient(s) from receipt of call should be less than 30 minutes in Rural Area	Requesting you to kindly consider Average Response Time for the entire fleet and not for an individual ambulance.	Tender terms & conditions shall prevail.

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62.	Page No.39, Clause no. B.5 Section-VII	Air Conditioning in Ambulance should be always functional	As this is an equipment there are chances for it to malfunction or break down. Hence, certain time will be required to either repair or replace the same. This kind of downtime should be allowed.	Tender terms & conditions shall prevail.
63.	Page No.52, Annexure-G Section-VIII	<p>Declaration by Bidder</p> <p>And that we are hereby, declaring all ongoing litigations where our promoter(s) /director(s) are involved in with any government agency /state /central department/PSU, and as mentioned below</p>	<p>Requesting you to kindly amend this clause in accordance to the clause 2.6. (ii) of the eligibility criteria.</p> <p>In large Business Conglomerates like us, who are involved in providing various different kinds of services, litigations are bound to happen through us or against us. Not necessarily they will have material impact on the work to be executed. Mentioning all the litigations, will be bulky and will consume lot of space in online submission. Hence, we request you to ask for only such litigations which will have any material impact on the work in question</p>	<p>The first para of Annexure-G may be read as:</p> <p>“I, M/s....., (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) / director(s) are not blacklisted/banned/convicted by any court of law for any criminal or civil offences/declared as defaulter or ineligible by State Health Society Bihar/MC&H/BMSICL or any other entity of GoB or any entity of state government or Govt. of India, or any local self-government body or public undertaking in India for participating in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices for Ambulance Services, as on last date for submission (upload) of online bidding document.”</p> <p>Remaining terms & conditions in the Annexure shall remain same.</p> <p>(Amendment as above is recommended)</p>

Sl. No	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarifications/ Amendments Recommended by Technical Committee
64.	Page No.52, Annexure-J Section-VIII	LIST OF EQUIPMENTS / INSTRUMENTS PROVIDED BY AGENCY IN BLSA (May be changed as per recommendations of specialized committee)	The requirements should be frozen well in time, before the bid due date. Any changes taking place after the bids have been submitted should be suitably reimbursed.	<p>This is frozen for now and the under bracket clause means during the currency of the tender/project if something comes up to added or deleted because of rules like drug lists or policy decision etc there might be requirement to change.</p> <p><i>(Clarification as above is recommended)</i></p>
65.	Page No.52, Annexure-K Section-VIII	LIST OF EQUIPMENTS / INSTRUMENTS PROVIDED BY AGENCY IN ALSA (May be changed as per recommendations of specialized committee)	The requirements should be frozen well in time, before the bid due date. Any changes taking place after the bids have been submitted should be suitably reimbursed.	
66.	Page No.52, Annexure-M Section-VIII	LIST OF MEDICINES & CONSUMABLES TO BE KEPT IN BLSA (May be changed as per recommendations of specialized Committee)	The requirements should be frozen well in time, before the bid due date. Any changes taking place after the bids have been submitted should be suitably reimbursed.	
67.	Page No.52, Annexure-N Section-VIII	LIST OF MEDICINES & CONSUMABLES TO BE KEPT IN ALSA (May be changed as per recommendations of specialized Committee)	The requirements should be frozen well in time, before the bid due date. Any changes taking place after the bids have been submitted should be suitably reimbursed.	
68.	Page No. 24, Clause no. 8.2, Section-IV	The agency shall be responsible to set-up the state-of-the-art training centre; meeting all the above-mentioned requirements within 60 days, on its own cost.	We would like to suggest the agency shall be responsible to set-up the state-of-the-art training centre; meeting all the above-mentioned requirements within 120 days, on its own cost.	Tender terms & conditions shall prevail

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69.	Page No. 26, Clause no. 1, Section-V	<p>This invitation is open to all the organizations registered under Companies Act, 1956/2013 or Limited Liability Partnership Act 2008, or Societies Registration Act 1860, or Indian Trusts Act 1882, who fulfill the eligibility & qualification criteria specified hereunder. The bidder can be a sole bidder (i.e., Company/LLP/Society/Trust) or a group of legal entities (i.e., Company/LLP/Society/Trust) (maximum two) represented by a lead partner coming together as a consortium to implement the project. In case of consortium, all the partners should have experience of operating & managing the Ambulance Service.</p>	<p>Only organizations registered under Companies Act, 1956/2013 or Limited Liability Partnership Act 2008, or Societies Registration Act 1860, or Indian Trusts Act 1882 has been allowed to participate in this RFP.</p> <p>We would like to suggest that any legal entity including individuals, AOP (Association of Person), BOI, Companies, LLP, Society & Trust or a group (Consortium) of above, who fulfill the eligibilities, be allowed in the interest of larger participation and healthy competition.</p> <p>Further, in this RFP consortium is allowed but restricted to only 2 members. We would suggest to amend the same and allow atleast 3 members and condition of all partner should have experience of operating & managing the Ambulance Services, may be abolished so that maximum tenderer may fulfill various conditions / criteria and healthy competition may take place.</p> <p>We would suggest to allow 3 consortium partners and the restriction of having experience in operating & managing the Ambulance services should be removed as the scope of work is huge and it will require experience in multiple sectors (like Vehicle Repair & Maintenance, IT, etc.)</p> <p>Any legal / registered entity should be allowed to participate. Eliminating Proprietorship /Partnership firms would not be fair</p> <p>The description of eligible bidders is restricted in such a way that Partnership Firms, Association of Persons (AOP), Body of Individuals (BOI) etc. cannot participate in bidding. Since these entities are also legal entities, these should be allowed to participate in the bidding process.</p>	<p>Tender terms & conditions shall prevail.</p>

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			<p>a) This invitation is open to all the organizations registered under Companies Act, 1956/2013 or Limited Liability Partnership Act 2008, who fulfill the eligibility & qualification criteria specified hereunder. The bidder can be a sole bidder (i.e., Company/LLP) or a group of legal entities (i.e., Company/LLP/) (maximum three) represented by a lead partner coming together as a consortium to implement the project. In case of consortium, all the partners should have experience of operating & managing the Ambulance Service.</p> <p>b) NGO / Society / Trust/Section 8 company should not be eligible since this is a commercial activity and not a charitable activity</p>	Tender terms & conditions shall prevail
			Consortium Partners should be allowed at least 3	
70.	Page No. 3, Clause no. 1, Section-I	The State Health Society, Bihar (SHSB), Patna intends to select agency via e-tendering for operationalization and management of fleet of Ambulances & Mortuary Vans through integrated centralized Call Centre in the state of Bihar under Public Private Partnership (PPP) Mode, for the period of 5 years from the date of agreement.	5 Year Agreement timeline should be From the date of starting Operations because its health infra project which will take at least 3-4 months to roll out completely.	Tender terms & conditions shall prevail.
71.	Page No. 3, Clause no. 4, Section-I	The contract agreement with the successful agency/bidder will be signed with SHSB, and on behalf of the SHSB, the day-to-day execution of the contract will be done by the District Health Society (DHS) of the concerned districts.	Two agreement is confusing, It should be with SHSB as SHSB in the Tendering Authority	Tender terms & conditions shall prevail

Sl. No	NIT Reference	As Published in NIT	Query/Request of interested Agencies	Clarifications/ Amendments Recommended by Technical Committee
72.	Page No. 4, Clause no. 15, Section-I	The technical bids will be opened (in e-mode/online) on the date 04/05/2022 at 11:00 AM. In the event of any of the above-mentioned day being declared a holiday/closed day for the State Health Society Bihar (SHSB), the bids will be opened in the next working day at the scheduled time.	Technical Bid should be opened same day or next day as per CVC Guidelines to avoid any confusion. No point giving 5-6 days gap after submission of bid.	Tender terms & conditions shall prevail.
73.	Page No. 28, Clause no. 2.6, Section-V	(i) The bidder <i>(sole bidder or for consortium shall mean each of the partners including the lead partner)</i> must not be Blacklisted / banned / convicted by any court of law for any criminal or civil offences/ declared ineligible by any entity of any State Government or Govt. of India or any local Self-Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices for Ambulance Services, as on last date for submission (upload) of online bidding document. (ii) The bidder <i>(sole bidder or for consortium shall mean each of the partners including the lead partner)</i> shall declare all ongoing litigations, it is involved in with any Government Agency /State/PSU/central dept.	If any agency is being blacklisted by any Government entity for any Government work, They should not be allowed to participate.	Tender terms & conditions shall prevail.
74.	Page No. 29, Clause no. 9.g, Section-V	The minimum paid up equity and paid-up equity capital for the lead partner in the consortium shall be 51% for the entire agreement period and any extensions thereof.	There is no clarity on Associate bidder's equity. This needs to be clarified as per contract guidelines.	Tender terms & conditions shall prevail.

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75.	Page No. 32, Clause no. 6.4, Section-VI	The detailed payment mechanism along with procedures and guidelines regarding the documentation and evidence to be submitted with the invoices shall be issued separately.	This needs to be clarified with the RFP as per contract act to have better clarity and compliances.	Tender terms & conditions shall prevail.
76.	Page No. 32, Clause no. 4.3, Section-VI	The SHSB may invite/contract other service provider for any additional fleet of ambulances having similar scope of services.	This looks ambiguous therefor needs clarity	Tender terms & conditions shall prevail
77.	Page No. 34, Clause no. 13, Section-VI	The successful bidder shall have to furnish a performance security in the shape of a Bank Guarantee issued by a scheduled Bank in favour of "State Health Society Bihar (SHSB)" for an amount equal to 3% of the value of the contract.	Total BOQ is not given anywhere in the RFP therefor this should be 3% of the annual project cost (based on the financial quote)	Tender terms & conditions shall prevail.
78.	Page No. 38, Clause no. 13, Section-VII	Service Level Agreement	Service Level Draft Agreement is missing from the RFP which need to be included as part of the RFP as per Public procurement guidelines.	SLA is available in Section-VII in RFP document. <i>(Clarification as above is recommended)</i>
79.	Page No. 21, Clause no. 6.13, Section-IV	The Agency shall ensure that a log-book (in the format shared by the SHSB) is maintained by the staff deployed in each Ambulance.	a) Should be removed	Tender terms & conditions shall prevail.
80.	Page No. 24, Clause no. 9.3.C Section-IV	The agency shall maintain the following database and submit on monthly basis to SHSB/DHS: c. Summary of logbook (no. of trips, kilometer travelled, Patients served) of each vehicle	b) Since the entire system is managed through a comprehensive software, physical maintenance of logbooks should not be required.	

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81.	N.A	N.A	<p>a) Hospital App – The Service Provider shall make provisions for establishing communication between the EMT and the doctor at the designated hospital (“Hospital Doctor”)by way of developing an application or software interface with advanced telemetry and IoT for securing a channel of audio and visual communication between the Hospital Doctor and the EMT in the Ambulance (“Hospital App”). The said App shall facilitate a live video stream with an audio communication wherein the Hospital Doctor shall be able to see the patient in the Ambulance in real time and communicate specific instructions to the EMT in the Ambulance till the Ambulance reaches the designated hospital. All time logs are required to be monitored and reported. Further, the video logs shall be hosted only on servers located within the territorial jurisdiction of India.</p> <p>b) With such a comprehensive solution being asked for in the RFP, it is also very important to connect the Government hospitals to this solution so that fast and effective treatment can be provided to critical patients even in transit, and also so that the hospitals are in the loop about patient reaching time so that they can prepare themselves for immediate care.</p>	<p>Tender terms & conditions shall prevail</p>