

NOT TRANSFERABLE



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD

(Public Sector Undertaking of Govt of Jammu & Kashmir)

Corporate Office: Plot No: 58, Friends Colony, Satyam Road, Trikuta Nagar Jammu

Corporate Office: Opp State Motor Garages Near Haj House, Bemina, Srinagar

Telephone: 0191-2580842, Telefax: 0194-2432008 (Srinagar)

REQUEST FOR PROPOSAL

Outsourcing & Operation of 102 & 108 Ambulances Service

(REFERENCE No: NIT/JKMSCL/M&E/2024/ 636 DATED: 21/10/2024

LAST DATE OF SUBMISSION OF ONLINE BIDS: 23 -11-2024 upto 1600 hrs

Important Note: *Each page of e-Bid should be properly page marked and indexed. Page Number should be reflected at the bottom of each page. All documents requested, should be reflected in the column mentioned against each (Page No. ____). Any deviation may result in rejection of the bid and the bidder shall be solely responsible for the same.*

DISCLAIMER

The information contained in this bid document for proposed procurement or subsequently provided to the Bidder(s), in documentary or any other form by or on behalf of the Jammu and Kashmir Medical Supplies Corporation Ltd. (procuring entity) or any of its employees or advisors, is provided to bidder(s) on the terms and conditions set out in this bid and such other terms and conditions subject to which such information is provided to the bidder.

Whilst the information in this bid has been prepared in good faith and contains general information in respect of the proposed procurement, the bid is not and does not purport to contain all the information which the bidder any require.

Jammu and Kashmir Medical Supplies Corporation Ltd., does not accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed procurement, or makes any representation or warranty, express or implied, with respect to the information contained in this bid or on which this bid is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and liability therefore is hereby expressly disclaimed.

This document is neither an agreement and nor an offer or invitation by the Jammu and Kashmir Medical Supplies Corporation Limited, (hereinafter referred to as "procuring entity") to the prospective bidders or any other person. The purpose of the bid document is to provide interested parties with information to assist the formulation of their proposal/offer. The information contained in this bid document is selective and is subject to updating expansion, revision, and amendment. Each recipient must conduct its own analysis of the information contained in this bid document or to correct any inaccuracies therein that may be in this bid document and is advised to carry out its own investigation into the proposed procurement, the legislative and regulatory regime which applies thereto and by and all matters pertinent to the proposed procurement and seek its own professional advice on the legal, financial, regulatory and taxation consequences of the entering into any agreement or arrangement relating to the proposed procurement.

This bid document includes certain statements, estimates and targets with respect to the procurement. Such statements, estimates and targets reflect various assumptions made by the procuring entity, (and the base information on which they are made) which may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this bid document is, or should be relied on as, a promise, representation, or warranty. Bid document and the information contained therein is meant only for those applying for this procurement, it may not be copied or distributed by the recipient to third parties, or used as information source by the bidder or any other in any context, other than applying for this proposed procurement.

The procuring entity is, its employees and advisors make no representation or warranty and shall have no liability to any person, including any bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this bid document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the bid document and any assessment, assumption, statement or information

contained therein or deemed to form part of this bid document or arising in any way for participation in this bidding process.

The procuring entity also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this bid document.

The procuring entity may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this bid document.

The issue of this bid document does not imply that the procuring entity is bound to select a bidder or to appoint the selected bidder or bidder, as the case may be, for the procurement and the procuring entity reserves the right to reject all or any of the bidders or bids at any point to time without assigning any reason whatsoever.

The bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the procuring entity or any other costs incurred in connection with or relating to its bid. All such costs and expenses shall remain with the bidder and the procuring entity shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

Any information/documents including information/ documents pertaining to this bid or subsequently provided to bidder and/or selected bidder and information/documents relating to the bidding process; the disclosure of which is prejudicial and/or detrimental to, or endangers, the implementation of the procurement is not subject to disclosure as public information/documents.

Sd/-
Managing Director
Jammu and Kashmir Medical Supplies Corporation Ltd



JAMMU AND KASHMIR MEDICAL SUPPLIES CORPORATION LTD

(Public Sector Undertaking of Govt of Jammu & Kashmir)

Corporate Office: Plot No: 58, Friends Colony, Satyam Road, Trikuta Nagar Jammu

Corporate Office: Opp State Motor Garages Near Haj House, Bemina, Srinagar

Telephone: 0191-2580842, Telefax: 0194-2432008 (Srinagar)

Tender No. NIT/JKMSCL/2024/ 636

Dated: 21/10/2024

NOTICE INVITING TENDER

On Behalf of Jammu & Kashmir Medical Supplies Corporation Limited, e-bid under two cover system (Technical bid in cover-1 and Financial bid in cover-2) is invited for **Outsourcing & Operation of 108 Ambulance Service and JSSK (102) Ambulance Services.;**

- i. Operation of 139 Advance Life Support Ambulances (ALS), 64 Basic Life Support Ambulances(BLS), and 300 JSSK Ambulances including strategic positioning thereof, provision of sufficient no. of Human Resources (driver & paramedics) for ALS and BLS and running & maintenance of these ambulances 24x7 basis;
- ii. Running of call-center for effective management of ambulance services
- iii. Mission Director, NHM shall be Nodal Authority as well as funding agency for running 108 (ALS and BLS) Ambulances and JSSK (102) Ambulances which have been fitted with the GPS
- iv. The Director Health Services Jammu/Kashmir shall make reasonable distribution/deployment of these ambulances in the field under intimation to Administrative Department.

Detailed tender document may be downloaded at J&K Govt. Portal www.jktenders.gov.in, www.jkmsclbusiness.com. The cost of the tender along with tender processing charges of Rs.10,000/- (Rupees Ten thousand only/-) i.e. Rs.1,000/- (Rupees one thousand only) as cost of tender & Rs.9,000/- (Rupees Nine thousand only) as tender processing charges shall have to be paid either through **NEFT/RTGS only** in the Corporation's Bank Account No. 0373040500000032 maintained at J&K Bank Limited, Branch Medical College Jammu, IFSC Code JAKA0MEDJAM **or by depositing the amount directly into the above Account No.** along with the submission of requisite valid documentary proof.

- **IMPS mode of transfer is not verifiable and hence shall not be entertained as tender fee or tender processing charges. Bidders claiming to submit money through IMPS Mode shall be out-rightly rejected.**
- **DD as mode of payment for cost of tender/tender processing fees/Bid Security shall only be entertained if the same is deposited physically against proper receipt in the Corporate Office of JKMSCL, before the closing due date of e-bid.**
- Physical hard copy of Bid Security in form of FDR/CDR/BG may be submitted to the Corporate Head Office before closing the due date of e-bid. Scanned copy of the same shall be uploaded along with Technical Bid, failing which bid shall be out rightly rejected.
- **The bidders seeking EMD exemption must submit the valid supporting document for the relevant category. Under MSE category only manufacturers for goods and service providers for services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.**
- **Scanned copies of NEFT/RTGS/Bank Transfer/Receipt towards the cost of tender documents and tender processing charges shall have to uploaded along with Technical Bid, failing which bid shall be out rightly rejected.**

Sd/-
Managing Director
Jammu and Kashmir Medical Supplies Corporation Ltd.

Note:

The bidders who opt to bid for multiple manufacturer shall have to provide complete details of each manufacturers in a systemic way covering all documents asked in Cover-A. Separate sheet shall have to be attached for every individual item.

(Bid form is non-transferable)

Bid Form for Outsourcing and Operationalization of 102, 108 Ambulance Services in J&K

Bid Reference: **JKMSCL/Ambulance/ 2024/ Dated: .10.2014**
Date of publication of e-bid : 21.10.2024 at 18.45 hrs.
Start date and time for download of bid document : 21.10.2024 at 18.45 hrs.
Last date and time for download of bid document : .23.11.2024 at 1600 hrs.
Pre- bid conference : .05.11.2024 at 1100 hrs.
Google Code for Prebid Conference <https://meet.google.com/wvv-gdcc-kqt>
Start date and time for submission of online bids : .06.11.2024 at 1200 hrs.
Last date and time for submission of online bids : 23.11.2024 at 1600 hrs.
Date and time for online opening of technical bids : . 25.11.2024 at 1100 hrs.
Cost of tender document : Rs. 1000/-
Tender Processing Fee : Rs. 9000/-

ADDRESS FOR COMMUNICATION:

**Managing Director or General
Manager, J&K Medical Supplies
Corporation Ltd,**

Address: Plot No. 58, Friends Colony
Satyam Road Trikuta Nagar, Jammu
Bemina Near Haj House- Srinagar
(Kashmir)

Note:-

1. The bidder shall have to get themselves updated with the date & time fixed for Pre-bid as per the item list. After pre-bid meeting necessary changes in bid conditions shall be done with the recommendations of panel of technical experts drawn from the intending department after the approval of the competent authority. Bid should be submitted through e-portal www.jktenders.gov.in after pre-bid meeting including all the clarifications/ modifications/ amendments.
2. Corrigendum/addendum shall be the integral part of terms & conditions of bid which shall be duly signed and attached with the bid document by the bidder.
3. The JKMSCL is not bound to accept the lowest bid and may reject any/part there of or all bids without assigning any reason thereof.
4. The bidders shall have to submit a **GST No. and valid 'GST'** certificate/returns submitted from the taxation department and the 'PAN' issued by income tax department.
5. It is clarified that the information required in bidding document should be submitted only in enclosed format bidding forms without any change

or modification in its formats. Bids submitted with changed or modified annexure / formats shall be rejected.

6. Information of award of contract shall be communicated to all participating bidders on the website www.jktenders.gov.in www.jkmsclbusiness.com

Note:-

If any amendment/clarification is carried out in the technical specifications and bid terms & conditions following pre-bid meeting or any other information, the same shall also be uploaded on the websites mentioned above and the bidders shall keep themselves updated by regularly visiting the website / JK Tenders Portal.

Important Note:

1. **No representation shall be allowed, accepted and entertained after the Pre-bid meeting (i.e upto 4.00 P.M of Pre-bid date). Bidders are requested to submit their queries/clarifications by or before the date fixed (mentioned above), so that the same can be discussed and clarified during the Pre-bid meeting.**
2. **E mail id for Pre Bid Queries :-prebid.jkmscl@gmail.com**

Scope of Work

1. JKMSCL intends to operate a professionally managed ambulance service for outsourcing & operation of Basic Life Support (BLS) ambulances, Advance Life Support (ALS) & ambulances of JSSK:

S. No.	ALS	BLS	JSSK	Total
1	139	64	300	503

2. Broad scopes of services include operation & maintenance of ambulances as mentioned above including associated activities in designated zones within the Union Territory of Jammu and Kashmir. Scope of work is mentioned below for which bidder(s) has to quote separately:

I. **Opex**

- a. Operationalization of 139 Advance Life Support Ambulances (ALS) & 64 Basic Life Support Ambulances under toll free no. 108, specifying running cost per ambulance which includes provision of Human Resources including drivers, paramedics, running and maintenance cost of these ambulances 24x7 basis, medical consumables, insurance, RTO, vehicle fitness and associated operational costs; Operationalization & Maintenance of call-center (toll free) for effective management of ambulance services including deployment of these at strategic locations across the UT; and 300 JSSK Ambulances under toll free no. 102 for call centre management/facility.
- b. Running / Integration of call-center for 102, 108 ambulances already equipped with GPS device through call center.

3. Initially, Rate Contract shall remain in force for a period of five years commencing from the date of signing of the contract subject to annual review by the Health & Medical Education Department, J&K. Term of Contract will be extendable for another **Five years**, subject to successful satisfactory completion of initial period of five years. Decision of Health & Medical Education Department shall be final and binding.
4. Provide trained manpower and specified medical equipment and treatment that will stabilize the patients and then transport them to the nearest Government/ Govt. aided/ Army Hospitals within the shortest reasonable possible time.
5. Ensure normal response time as given under the Clause Operational Parameter and Penalty.
6. The above-mentioned number of vehicles is indicative and may substantively increase/ decrease during the contract period.

Note :

- Bidders are required to comply with the National Standards laid down in respect of ambulances. In case of any loss caused due to violation of these standards, JKMSCL or any other Govt. Agency may recommend necessary action against the defaulting bidder including black-listing/ debarring of such bidder and other legal actions as per the law in force after giving sufficient curing time and due notices.
- In addition, bidders are required to demonstrate the same during Technical Presentation.

Sd/-
Managing Director
J&K Medical Supplies Corporation Ltd.
Jammu and Kashmir

Required Proposals	1. A. Technical Bid 2. B. Financial Bid
Pre-Bid conference	Pre-bid conference shall be held to provide clarifications, if any, to the prospective bidders and also collate clarifications from bidders which would be responded to, if required, after due consideration and uploaded on the website. The conference will be held at the Corporate Head Office Jammu/Srinagar.
Language in which proposals should be submitted	English
Single currency for price conversion	Indian National Rupee (INR)
Earnest Money Deposit	Rs.10.00 Lakhs (Rupees Ten Lakhs only) in the form of CDR/ FDR/ BG pledged to the Financial Advisor/CAO, JKMSCL.
Performance Security Deposit	5% of 1 st year operational cost in the form of Bank Guarantee and to be valid up to six months after date of expiry of contract period.
Agreement Period	Rate Contract shall remain in force for a period of five years subject to annual review by the Health & Medical Education Department, J&K. Rate Contract may be further extendable by another five years, subject to successful satisfactory completion of initial period of five years. Decision of Health & Medical Education Department, J&K shall be final and binding.
Bid validity period	The Bid shall be valid for a period of not less than 180 days from the opening of Technical bid "Proposal Due Date".

Sd/-
Managing Director
J&K Medical Supplies Corporation Ltd.
Jammu and Kashmir

General Instructions

- Before filling up of bid or submission of the tender form, kindly go through these following instructions along with terms & conditions carefully so that your tender is not considered invalid:
 1. Detailed 'Request for Proposal' document comprising of the detailed terms & conditions can be downloaded from the website(s) - www.jktenders.gov.in, www.jkmsclbusiness.com.
 2. Bids shall have to be submitted strictly as per the Terms & Conditions through e-procurement portal of Govt. of J&K www.jktenders.gov.in .
 3. Bidder shall have to submit Rs.10,000.00 (Rupees Ten Thousand only) which includes Rs.1,000.00 as cost of tender document and Rs.9,000.00 as tender processing fees, both non-refundable, at the time of bidding as specified above.
 - a. Scanned copies of financial instruments i.e DD/FDR/CDR/ BG etc. shall have to be uploaded along with Technical bid.
 - b. Original DDs, CDR/ FDR/ BG shall have to be deposited, in original, at the office of Managing Director, JKMSCL, Jammu/ Srinagar a day before the last date and time of bid submission.
 - c. Except, DDs and FDR/ CDR/ BG, no document is physically required to be submitted to Corporation.
 4. All the Certificates/ License/ Documents which are required shall be complete and updated.
 5. Average Annual Turnover of the last three financial years shall not be less than Rs. 200.00 crores. The statement duly audited by Chartered Accountants shall be submitted along with bid failing which bid shall summarily be rejected. Distributors/Suppliers/Agents/Loan Licensees are not eligible to participate in the tenders.
 6. A Pre-Bid Meeting shall be held as per critical dates to clarify various issues and to answer questions on any matter that may be raised at that stage. After pre-bid meeting, necessary modifications in tender conditions, etc., if required, can be made and shall be uploaded only on website(s) www.jktenders.gov.in & www.jkmsclbusiness.com . **The same shall neither be published in any newspaper nor be informed individually. Hence, bidders are advised to keep themselves updated through these websites.**
 7. Bids shall be submitted after Pre-Bid meeting incorporating the modifications, if any.
 8. The authorized signatory* of the firm shall only be entertained to correspondence with the department/ corporation regarding this tender issue.

*Authorized Signatory means a person duly authorized by the competent authority viz., MD/ Chairman/ Proprietor/ Board of Directors/ Partner through Power of Attorney to sign on behalf of the firm/ company, pledged before the Hon'ble Court of Law.

Tender Inviting Authority & Other Details	
Tender Reference No. and Date	: NIT/JKMSCL/
Place of Pre-Bid Meeting	Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu Corporate Office: Opp. J&K Motor Garage Deptt Near Hajj House Bemina Srinagar
Place of Opening of Technical Bid	Corporate Head Office: Plot No. 58, Friends Colony Satyam Road Trikuta Nagar Jammu Corporate Office: Opp. J&K Motor Garage Deptt near Hajj House Bemina Srinagar
Registration Fees (Non-Refundable)	Rs.1,00,000.00 (Rupees One Lakhs only) in the shape of DD drawn with any of the scheduled / nationalized Bank in favour of J&K Medical Supplies Corporation Ltd. payable at Jammu / Srinagar.
Tender Form Fees (Non-Refundable)	Rs.1,000.00 (Rupees One thousand only) in the shape of DD drawn with any of the scheduled/ nationalized Bank in favour of J&K Medical Supplies Corporation Ltd. payable at Jammu/ Srinagar.
Tender Processing Fees (Non-Refundable)	Rs.9,000.00 (Rupees nine thousand only) in the shape of DD drawn with any of the scheduled/ nationalized Bank in favour of J&K Medical Supplies Corporation Ltd. payable at Jammu/ Srinagar.
Earnest Money Deposit (EMD) (Refundable)	:Rs.10.00 Lakhs (Rupees ten lakhs only) in the shape of FDR/ CDR/ BG duly pledged in favour of CAO, JKMSCL
Address for Communication	: Managing Director, JKMSCL
Contact Nos.:	0191-2580842, 0191-2581845
e-Mail for enquiries	mdjkmscl2@gmail.com

Note:

Date, Time and Venue of Opening of Financial Bids shall be communicated separately later through appropriate announcement/ update on e-Procurement Portal of Govt. of J&K www.jktenders.gov.in and other websites including www.jkmsclbusiness.com. Bidders are required to keep themselves updated regarding various amendments/ modifications/ announcements on the portal/ websites. Such amendments/ modifications/ announcements shall neither be published in the newspapers nor be informed individually.

Annexure 'A'

Declaration Form

(Notarized)

I/We..... (Name of Bidder)having our office at.....(Address of Bidder) declare that I/ We have read all the Terms & Condition of the tender invited by the JKMSCL and agree to abide by all the Terms & Conditions set forth therein.

I/We declare that we are participating in this tender in the capacity of..... (Company / Firm / Consortium / Trust / Societies). I/We enclose valid Manufacturing license/ Acknowledgement/Memorandum/IEM/Registration of Unit/Import license alongwith Authorization by Foreign Principal (whichever applicable).

I/We further declare that the rates offered by us shall remain valid for a period of one year which will be subject to escalation / variation after one year, as per the Price Escalation/ Price Variation clause mentioned in the tender document. I/We enclosed the following documents as per details given against each:

S. No.	Particulars	Submitted Yes/ No	Page No.
1	Earnest Money Deposit		
2	Documentary evidence regarding Company / Firm / Consortium / Trust / Societies.		
3	ISO & CE / BIS / USFDA certificates, wherever applicable		
4	Average Annual Turnover Statement for Last 3 financial Years of the Company / Firm / Consortium / Trust / Societies issued by Chartered Accountant/competent authority with UDIN (2021-22, 2022-23 and 2023-24)- Annexure-D		
5	Copies of Audited Balance sheet & profit / loss account for last three financial years certified by Chartered Accountant of the Indian Subsidiary for 2021-22, 2022-23 & 2023-24 with UDIN.		
6	Copy of the PAN Card of the Bidder with ITR of last three financial years		
7	Declaration form duly signed & notarized – Annexure - A'		
8	Bidders having proven capability to provide immediate after sale services shall be an important aspect during evaluation of bids. Bidders to provide exhaustive list of company service centers address/ contact in J&K OR a suitable affidavit for such after sales service.		
9	Original Tender alongwith Terms & Conditions / Letter of Acceptance duly signed by the bidder (Annexure- B / K)		
10	Certificate regarding rate reasonability- Annexure- ' C '		

11	Undertaking for availability of Spare Parts & Consumables Annexure- 'C'		
12	Undertaking for acceptance of Comprehensive Warranty- Annexure- 'C'		
13	Undertaking of Blacklisting & Banning - Annexure 'C'		
14	Statement No. I & II regarding Performance Status - Annexure 'E'		
15	Statement of Employees- Annexure 'F'		
16	CMA on Rs. 100/- Non Judicial Stamp- Annexure- 'C'		
17	Verification by Deponent - Annexure-'I'		
18	Pre-Stamp Receipt Annexure "G"		
19	Consolidated Contract Completion Report- Annexure-'H'		
20	Acceptance Certificate / Declaration- Annexure-'T'		
21	Memorandum of Appeal- Annexure 'J'		
22	Agreement Format- Annexure 'L'		
23	Essential Items/ Supplies (Consumables) required in ALS Ambulances- Annexure 'M'		

Date:

Place:

Name and Signature of Bidder with Seal

Note:

1. Please undertake page numbering of the bid document before submitting the tender.

Annexure 'B'

Terms & Conditions of Tender and Contract

Bidder should read these terms & conditions carefully and comply strictly while submitting their tenders. If a bidder(s) has any doubt regarding the terms & conditions mentioned in the tender notice/ catalogue, he shall immediately refer these to the Managing Director (TIA), JKMSCL and obtain clarifications through e-mail at mdjkmscl2@gmail.com or prior to submission of bid. Decision of the TIA, JKMSCL shall be final and binding on the bidder(s). The clauses of terms & conditions are as follows:

A. General Terms & Conditions:-

1. E-Tender (including both Technical as well as Financial bid) shall be uploaded on the web-portal www.jktenders.gov.in .
 - a. Bidders in the form of a Company incorporated under the Companies Act, Registered societies, Trusts incorporated under relevant laws are allowed to bid. Consortium/ JV bids are accepted with maximum 3 members in the Consortium/ JV, wherein one member will act as a Lead member. The Bidder shall have tie-up with the unit/company having experience in computer telephony integration with the ability to log calls with GPS (Global Positioning System) incorporated in GIS (Geographical Information System) with GSM/ GPRS (Global System for Mobile Communication/ General Packet Radio Service) integrated Ambulance monitoring and tracking system] who are holding valid licenses.
 - b. Consortium Agreement should specify the lead partner and joint and severe responsibility of all members.
 - c. Consortium Agreement should be valid and alive till conclusion of the contract under this tender.
2. Bidder should also submit duly attested and notarized copies of following documents in the technical bid:
 - i. In case, bidder is applying as a Consortium / JV, documentary evidence in support of the same specifying the lead partner / member and other partners/ members.
 - ii. BIS license renewed up to date with respective schedule for ISI Marked quoted items, if applicable.
 - iii. ISO Certificate, if applicable.
 - iv. Average Annual Turnover Statement for past three financial years certified by the Auditor/ Chartered Accountant.
 - v. Audited Balance Sheet & Profit & Loss Statement for the preceding three financial year(s).
 - vi. Latest Tax clearance certificate (upto last quarter) from the Commercial Tax Officer of the circle concerned from where supplies shall be affected

vii. Bidder shall have to submit all the relevant documents for Sister Concerns/ Group Companies/ Consortium also.

3. Bidder should submit following along with Technical bids:

- i. Scanned copies of financial instruments viz DDs CDR/ FDR/Bank Guarantee shall have to be uploaded at the time of bidding. However, these DDs/CDR/ FDR/ Bank Guarantee shall have to be deposited, in original, at the office of Managing Director, JKMSCL, Jammu/ Srinagar before the last date and time of bid submission. Other than these, no document is physically required to be submitted at the time of bidding.
- ii. Undertaking/Declaration- regarding rates are reasonable & services are not provided at lower rates to anyone than charged from JKMSCL, Non-Black Listing & Non-Banning & availability of spare parts and consumable for the quoted equipment(s) for at least 10 years from the date of installation must be submitted jointly on Non Judicial stamp paper of Rs.100/- (Notarized).
- iii. Tender should not be submitted for the services for which the Firm/Company has been blacklisted/banned/ debarred/ suspended for any reason whatsoever, in Ambulance or Emergency Response or Medical Services either in the past or as on date of bid submission. If such Blacklisting/ suspension / ban / debarment is pending (including status-quo) before any Hon'ble Court of Law in India and final decision is pending (including status-quo) then such bidder shall not be eligible for submission of bid, unless the final verdict/ court order has been issued in the favour of the bidder or such Blacklisting/ suspension / ban / debarment order is reversed by the order issuing authority. This also applies to the firm/company for its allied/ sister firms and units.
- iv. Bidders are also required to upload renewed/ revalidated documents, wherever applicable.

Note: -

- A. All above mentioned documents duly notarized/attested by Notary public must be submitted. Un-attested/ Un-notarized copies of such document shall not be considered valid and shall liable to get rejected.
 - B. All attested document must be submitted in English language. If documents are not in English, same should be translated in English & attested by authorized translator. Translated copy along with copy of original document must be submitted.
 - C. Bids without following documents shall not be considered responsive:
 - i. Tender Fees and processing fee.
 - ii. EMD
4. Duly filled Financial Bid, (**BOQ only on e.portal**), giving rates for Quoted services shall be submitted.
 5. Financial bid shall be opened only for those Bidders who satisfy the standard criteria laid down in the NIT by JKMSCL on the details

furnished by the Bidder in Technical bid, in compliance of Tender terms & conditions.

6. In event of Tender being submitted by Trust / Society, tender must be signed by authorized signatory of the bidder which should be supported by a suitable documents establishing the authority of the signatory to sign the bid. In event of a Company, tender must be signed on its behalf by a person holding a power of attorney authorizing him to do so.
7. Any change in the Constitution of the Firm/ Company shall be notified forthwith by the bidder in writing to the JKMSCL and such change shall not relieve any former member of the Firm/ Company from the liability under the contract. No new partner(s) shall be accepted in the Firm by the bidder in respect of the contract unless he/ they agree to abide by all its terms and conditions and submit with the JKMSCL a written agreement to this effect. The contractors receipt for acknowledgement or date of any partner subsequently accepted as above shall bind all of them and will be a sufficient discharge for any of the purposes of the contract.

8. **Earnest Money:**

- i. Tender shall have to be accompanied with an Earnest Money Deposit of Rs.10.00 Lakhs (Rupees Ten Lakhs only) without which tender shall not be considered as valid. EMD shall be in the form of CDR/ FDR/Bank Guarantee duly pledged in favor of FA/CAO, JKMSCL. Scanned copies of CDR/ FDR/Bank Guarantee shall have to be uploaded along with Technical bid and shall have to be deposited, in original, at the Corporate office Jammu/ Srinagar of JKMSCL before the last date and time of bid submission. **Earnest Money Deposit in any other form will not be accepted.** The tenders submitted without sufficient EMD shall summarily be rejected.
- ii. **Refund of earnest money:** The earnest money of unsuccessful Bidder shall be refunded soon after finalization of the tender. **Bidder has to produce a Pre stamp receipt.**
- iii. The earnest money/ security deposit lying with the Corporation in respect of other tenders awaiting approval or rejected or on account of contracts being completed shall not be adjusted towards earnest money for the fresh tenders.

9. **Forfeiture of Earnest Money:**

The earnest money shall be forfeited when the bidder:

- i. Withdraws or modifies the offer after opening of tender but before acceptance of tender.
- ii. Fails to execute the agreement, if any, prescribed within the specified time or extended time by competent authority on the request of the Bidder.
- iii. Fails to deposit the security money after the work order is given.
- iv. Fails to commence the work order within the time prescribed.

- v. Fails to submit samples of quoted item on demand or extended time by competent authority.
- vi. Violates any terms & conditions of the tender document.

10. **Preferential Treatment:**

- i. It may be noted that the corporation does not undertake to assist in the procurement of raw material whether imported or controlled as well as restricted and as such the Bidder must offer their rate to execute the work order of the specific items from own quota of stock by visualizing the prospect of availability of raw material needed. Any of the above points if taken, as argument for non-execution /delayed period will not be entertained.

11. **Warranty Clause:**

- i. Comprehensive warranty period (except consumables) for at least five years on AC, Medical equipment/ all assemblies and other equipments from the date of delivery of the said AMBULANCES shall be responsibility of the firm supplying the ambulance. The approved firm is responsible to coordinate with the respective agencies for the ambulances covered under warranty period.
- ii. In case of machinery and equipment, warranty shall have to be given that the Tenderer shall during the warranty period replace parts if any and remove the manufacturing defect if found during the above period so as to make the machinery and equipment operative. The Tenderer shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect etc.
- iii. In case of machinery and equipment specified by the Purchase Officer the Tenderer shall be responsible for carrying out annual maintenance and repairs on the terms & conditions as may be agreed. The Tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and the equipments whether under their annual maintenance and repairs contract or otherwise. In case of change of model he shall give sufficient notice to the Purchase Officer who may like to Purchase spare parts from them to maintain the machinery and equipment in perfect condition.
- iv. JKMSCL may adopt, as deemed fit, CMC as per Comprehensive Equipment Maintenance Programme of Govt. of India.

12. **Marking**

All non-consumable articles (except glass or imported articles) like instruments, equipment and others accessories etc. shall be embossed with "JKMSCL" and Logogram or as mentioned in work order in English without which the supply shall not be entertained.

13. **Rates and Comparison of Rates:**

Only net rates should be quoted. No Separate free goods or cash discounts should be offered. Rate must be valid for the entire period of the contract and must be offered conforming to the following:

- i. Rates must be offered net only against the specified packing of the items. The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charge including transit insurance and any other levies or duties etc. charge on the product except **GST**. If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.
- ii. Any surcharge prevailing on the date of submission of the rate must be included in the net rate and should also be shown separately. In the event of any subsequent variation (increase or decrease) in **GST/Surcharge** by the government (State/UT or Central) the same shall be modified accordingly.
- iii. If the prices of item found same from two for more bidders then the bidder scoring highest combined score shall be awarded the work. In case the scores also being equal, the successful bidder shall be selected in the following order of precedence - a) having highest average annual turnover in last 3 financial years, b) bidder having highest net-worth in last financial year or c) bidder with highest manpower on roll.
- iv. Bidder shall exercise all due diligence at their own level regarding applicability of taxes, duties and fees etc. for the unit of supplies as specified in the tender and accordingly include in their quote. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. shall not be entertained on account of whatever reasons may be.
- v. Bidder shall sign with seal on every page of the tender form and Terms & Conditions in token of his acceptance of all the Terms & Conditions of the tender and return the same along with tender. He should also sign at the bottom of each page of the original tender catalogue, Non-receipt of terms and conditions duly signed with the tender shall render the tender to be rejected.
- vi. Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, shall render the tender to the rejection without notice.

Note:

- a. **Bidder shall not make any change in the BoQ.**
- b. Specification in Financial Bid should not differ from the original tender catalogue specification, otherwise tender may liable to be rejected.

14. **Applicability of Taxes:**

Taxes shall be payable, at actual, as applicable.

15. **Demonstrations:**

The tender may be asked to demonstrate the technique, procedure and utility of services as per specification of tender document before the technical panel constituted by the JKMSCL to the satisfaction of the panel.

16. Security Deposit & Agreement:

- i. All firms whose offers are accepted will have to deposit a security equal to five per cent (5%) of the yearly total value of approximate quantity as per tender catalogue in favor of FA/CAO, JKMSCL at the time of agreement, which shall be renewed every year before the expiry of the earlier deposit, until the end of the contract period.. The security amount shall in no case be less than the earnest money.
- ii. The earnest money of successful Bidder shall be returned or be adjusted toward Security Deposit (SD) and balance shall be given in the form of CDR/ FDR/ Bank Guarantee favoring FA/CAO, JKMSCL.
- iii. The security deposit shall be refunded after six months from the date of expiry of the contract or satisfactory completion of contract, whichever is later and after satisfying that there are no dues outstanding against the Bidder.
- iv. It is to be noted that previous earnest money/security deposit, on account any previous tenders, even if lying in JKMSCL, shall not be considered towards this contract and therefore fresh security deposit should be furnished.
- v. The purchase/work orders shall only be placed after deposition of appropriate amount of Security Deposit (SD) and its adjustment orders by the Corporation.
- vi. The department will pay no interest on security deposit/Earnest money deposit.
- vii. Successful Bidders shall have to execute an agreement on a Non Judicial Stamp Paper Rs.100/- (as mentioned in Offer letter) in the prescribed form with the JKMSCL and deposit security for the performance of the contract within **21 days** from the date of acceptance of offer/ LoI communicated to him through e-mail/ fax/ courier, etc. whichever is earlier. However, JKMSCL may condone the delay in execution of contract by the Bidder. The expenses of completing and stamping the agreement shall be paid by the Bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement. The validity of rate contract under this agreement shall be initially for a period of five years from the last day of the month of agreement execution, which may be further extendable by another five years based on the past performance of the initial contract.
- viii. The Bidder shall furnish the following documents at the time of execution of agreement:-
 - a. Registration Number and year of registration in case of trust / society registered under relevant laws.
 - b. Address of office, telephone numbers.
 - c. Registration issued by Registrar of Companies, Govt. of India in case of Company(ies) registered under the Companies Act, 1956/ 2013.
 - d. Comprehensive maintenance agreement, if applicable.

- ix. Rate Contract shall remain in force for a period of five years subject to annual review by the Health & Medical Education Department, J&K. Rate Contract may be further extendable by another five years, subject to successful satisfactory completion of initial period of five years. Decision of Health & Medical Education Department, J&K shall be final and binding..
- x. In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of security deposit shall be liable to forfeiture in full or part by JKMSCL and decision of MD, JKMSCL shall be final.
- xi. Security Deposit (SD) amount shall be withheld against the security of supplementary Comprehensive Maintenance Agreement (CMA). If there is any default in comprehensive maintenance service the department may forfeit the penalty amount described under different clauses or any other recovery from this security deposit.
- xii. The contract for the service can be repudiated at any time by the Managing Director, JKMSCL if the services are not made to the satisfaction of Health & Medical Education Department, J&K after giving an opportunity to the Bidder of being heard and after reasons for repudiation being recorded by him in writing. However, Managing Director, JKMSCL may terminate agreement of rate contract at any time without notice/intimation to Bidder/ firm/company in public interest.

17. **Work Orders:**

- i. Work order shall be placed to the approved bidder only (not Agents/Suppliers/Distributors etc.) *by JKMSCL*, through e-mail/fax/registered/ speed post. Date of receipt of e-mail/ fax/ registration at post office, whichever is earlier, shall be treated as date of work order for calculating the period of execution of job orders.
- ii. Termination for default: The right to cancel the work orders rests only with the Managing Director, JKMSCL.

18. **Submission of Return and Contract Completion Report:**

- a. The firm shall furnish consolidated statement of work executed, in enclosed formats to intending department by 10th of each month duly verified by the consignee(s). Please note that if statements are not submitted in time then the payments may be withheld and the firms shall be responsible for such delay in payments. Firms shall have to submit consolidated statement in duplicate at the end of Rate Contract as well as after expiry of material warranty period (as provided in warranty clause of the contract) to enable the Corporation to examine the case for refund of security money. The consignee shall submit every month verified copy of statements along with his comments to the intending department for monitoring the project.
- b. It shall be the responsibility of the consignee to get registered the complaint of defective material or defective performance immediately to

the authorities for taking action against the contractor/supplier/firm. Intimation to the cont

- c. Contractor/supplier shall also be sent by the consignee immediately just after noticing such defects in material/performance in such a manner, so as to reach in the office of the firm immediately and before completion of warranty period.

19. **Terms of Payment:**

- a. **Payments shall be paid centrally from the JKMSCL Corporate office.**
- b. No advance payments shall be made to the approved bidder.
- c. **Payment in respect of operational expenses of ambulances shall be released immediately on submission of invoices on monthly basis based on performance evaluation reports from nodal officers of the concerned Directorates.**
- d. Payment shall be made by RTGS. Expenses on this account, if any, shall be borne by the firm.
- e. All bills/ invoices should be raised in triplicate in the name of the authority concerned.

20. **Recoveries:**

- i. Recoveries of liquidated damages, breakage, rejected articles shall ordinary be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with department. In case recovery is not possible, recourse will be taken under the law in vogue.
- ii. Any recovery on account of L.D. charges/risk & cost charges in respect of previous rate contracts/work orders placed on them by the corporation, can also be recovered from any sum accrued against this tender after accounting for untied sum or due payment sum lying with corporation against previous rate contracts/work orders. Firm shall submit details of pending amount lying with corporation but decision of Managing Director, JKMSCL regarding authenticity of sum payable shall be final.

21. **Periodic Inspections**

The Technical committee constituted for the purpose, if deemed fit, shall carry out periodic inspection of ambulances at random basis.

22. **Rejection:**

- i. Articles not as per specification/ or not approved shall be rejected by the Corporation and shall have to be replaced by the supplier firm at its own cost within the time limit fixed by the corporation.
- ii. All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are

- no standards or approved samples, the job shall be of the best quality to be substantiated by documents. The decision of MD, JKMSCL as to the quality of stores be final and binding upon the Bidder. In case any of the article supplied are not found as per specification or declared sub-standard/ spurious, they shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.
- iii. If, however, due to exigencies of Government work/ interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases where material has been used & some defect are noticed then the firm can be allowed to rectify/ replace defects in portion of such defective material. The prices fixed by MD, JKMSCL shall be final.
 - iv. The rejected materials must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.
 - v. No payment shall be made for defective materials. However, if payment has been made, then defective material shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has deposited Security money as per condition no. 16). Joint inspection of defective material may be carried out as required by the corporation. However sample of ISI marked material found defective shall be kept by consignee for reference to BIS.
 - vi. In case firm wants to take back material to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier firm has not received any payment then material be returned to supplier firm for rectification, provided the firm has deposited required security deposit as per contract.
 - vii. The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage, the Bidder shall make good the loss and shortage found at the checking of the materials by the consignee. No extra cost on such account shall be admissible.

23. **Validity of Tender:**

Rate Contract shall remain in force for a period of five years commencing from the date of the signing of the contract subject to annual review by the Health & Medical Education Department, J&K. Terms of tender will be extendable for another five years, subject to successful satisfactory completion of initial period of five years. Decision of Health & Medical Education Department shall be final and binding.

24. **Price eligibility:**

Price Escalation or Price Variation of 8% year on year shall be applicable or considered for the purchases made under this tender or agreement. For example, if an item is supplied for Rs. 100 during the first year, then for second year the rate for supply will be Rs. 108 and later the same item is supplied in the third year, then the item in the third year will be supplied for Rs. 116.64 and so on. However, the provisions provided for tax variations are exclusive to this clause, which shall be paid at actual as applicable, during the time of invoicing.

Likewise, the **operational cost** will be subject to Price Escalation or Price Variation of 8% year on year from the date of completion of one year of the project after the commencement of services. Similarly, upon introduction of any new ambulance during the tenure of contract, the escalated rate for that particular year (after application of Price Escalation or Price Variation of 8% year on year from the date of submission of bid) towards operational expenses will be applicable for the newly introduced ambulances. All other taxes, including GST, if applicable shall be paid at actual as applicable from time to time.

25. **Subletting of Contract:**

Subletting or assigning contract to third party is prohibited. In the event of Bidder violating this condition, the Managing Director, JKMSCL shall be at liberty to place the contract elsewhere on the Bidder's account and at his risk. The Bidder shall be liable for any loss or damage, which the Government may sustain in consequence or arising out of such replacement of the contract.

26. **Fall Clause:**

- i. The prices charged for the Store supplies under the contract by successful Bidder shall in no event exceed the lowest price at which the successful Bidder sells the stores of identical description to any other persons during the period of the contract. If any time, during the period of the contract, the Bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the MD, JKMSCL and the price payable under the contract of the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced. It implies that if the contract holder quotes/reduces its price to render similar goods at a price lower than the contract price to anyone in the State at any time during the currency of contract including extension period, the contract price shall be automatically reduced with effect from the date of reducing or quoting lower price for all delivery of subject matter of procurement under contract and the contract shall be amended accordingly.

- ii. The firms holding parallel rate contract shall also reduce their price. Firms shall notify their reduced price and intimate their acceptance to the revised price within 15 days to JKMSCL. Similarly, if parallel rate contract holding firm reduced its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firms for corresponding reduction in their prices. If any rate contract holding firm does not agree to reduce price, further transaction with it, shall not be conducted.

27. **Modifications**

JKMSCL reserves the right to relax or change/ modification in terms and conditions including scope of work in the exigency excluding fundamental changes. In case of such urgency the terms & conditions shall be got approved from the Board of Directors of JKMSCL, J&K as the case may be. However, basic conditions of the agreement shall not be modified.

28. **Right to Accept and Reject any Proposal**

JKMSCL reserves the right to accept any bid not necessarily the lowest. The JKMSCL may reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles for which bidder has been given or distribute items of stores to more than one firm/supplier.

JKMSCL will have the right of rejection of all or any of the bids without assigning any reason for the same. The right to conclude parallel rate contracts with another firm is also reserved by the Managing Director, JKMSCL.

29. **Award of Contract and Agreement**

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

30. **Responsibility of Successful Bidder**

- i. Operation and management of the Emergency Response Services under toll free number 108, JSSK ambulances under toll free number 102ambulances in the Union Territory of Jammu and Kashmir within permissible response Time of Urban - 15 min, Rural - 30 min (for ALS & BLS ambulances) from the time of the end of emergency call being received in the Call Centre. (Response time means the period between

- the time of the end of emergency call received from caller in distress and ambulance reach time at the nearest accessible motorable point from incident/ accident place).
- ii. To ensure that there shall be no discontinuation/ interruption in the services.
 - iii. Upgradation and operationalization of Call Center.
 - iv. **Reporting and maintenance of the database that is generated through operation, maintenance and management of 102/108 and Centralized Call Centre. To maintain records and submit various reports and information within the stipulated timeframe to the Directorate of Health services, Jammu/ Kashmir.**
 - v. To ensure uninterrupted functioning of the call center 24x7 and overall Emergency Response Services provided by the project.
 - vi. Integration of GPS with excising ambulances with the call center as well as ambulances which may be included in the fleet during the tenure of the contract.
 - vii. To bring own software/take over existing software to manage and operate the hardware of the existing project, which shall ultimately be surrendered to the Government at the end of the contract with transfer of license to use by the Government.
 - viii. Training and Deployment of adequate qualified personnel as per requirement of the project in State Office, field staff, Call center employees, Doctors, Emergency Management Technicians, Drivers and other required staff for running the Project efficiently. Training norms/ courses for EMTs/ Pilots/ technical personnel shall be duly approved by the Government.
 - ix. Operate and manage further scaling up of the project
 - x. Medical/ Non-medical consumables shall be made available in the ambulances at all times.
 - xi. Provide technological, leadership, administrative and managerial support in open and transparent manner to produce mutually agreed outcomes.
 - xii. a) Performance of the activities and carrying out its obligations with all due diligence, efficiency and economy in accordance with the generally accepted professional techniques and practices.

a. Observance of sound management practices, employing appropriate advanced technology and safe methods.
b. In respect of any matter relating to the agreement, always act as faithful partner to the Government and shall all times support and safeguard the Government's legitimate interests in any dealing with the contracts, sub-contracts and third parties.
 - xiii. Shall not accept for his own benefit any commission, discount or similar payment in connection with the activities pursuant to discharge of his obligations under the agreement, and shall use his best efforts to ensure that his personnel and agents, either of them similarly shall not receive any such additional remuneration.
 - xiv. Bidder is required to observe the highest standard of ethics and shall not use 'corrupt/ fraudulent practice'. For the purpose of this

provision, 'corrupt practice' means offering, giving, receiving or soliciting anything of value to influence the action of a public official in implementation of the project and 'fraudulent practice' means misrepresentation of facts in order to influence implementation process of the project in detriment of the Government.

- xv. Recruit, train and position qualified and suitable personnel for implementation of the project at various levels. The staff so engaged/ recruited/ appointed shall be exclusively on the pay rolls of the bidder and shall under no circumstances this staff will ever have any claim, whatsoever for appointment with the Government. Bidder shall not assign or sublet his contract or any substantial part thereof to any agency.
- xvi. The bidder shall be fully responsible for adhering to the provisions of various laws applicable on them including **Labour laws and Minimum Wages Act**. In case the bidder fails to comply with the provisions of applicable laws and thereby any financial or other liability arises on the Government by Court orders or otherwise, the bidder shall be fully responsible to compensate/indemnify to the Government for such liabilities. For realization of such damages, Government may even resort to the provisions of Public Debt Recovery Act or other laws as applicable on the occurrence of such situations.
- xvii. Conduct training programs for paramedics, doctors and other academic activities (workshops/ seminars) as required for governmental doctors and others on the request of the Government (Government to bear expenses on such Training/ workshops/ seminars).
- xviii. Strive for continuous improvement in management of Emergency Response Services and shall ensure proper and timely monitoring of the services.
- xix. Strict adherence to the stipulated time schedules for various activities.
- xx. Operation and Maintenance of fully equipped all Ambulances as per the vehicle manufacturers maintenance schedules throughout the life of the agreement to prevent any structural or functional deterioration of the assets handed over to the bidder according to the guidelines laid down by the Government.
- xxi. Ensuring proper and timely monitoring of the services.
- xxii. Selected bidder shall ensure that the ownership of Government of Jammu and Kashmir in assets created out of Government Fund is protected.
- xxiii. Responsible for compliance of the Statutory requirements under any law in force. The bidder shall be held responsible in case of any penalty, loss or other legal consequences arising out of non-compliance.
- xxiv. Shall upgrade the established building/ space to set up Call center and office for support team.
- xxv. Shall establish Toll Free Number 102/108. Shall engaged staff for running call centre who should be multilingual having knowledge of Hindi, English, Urdu, Dogri & Kashmiri.

- xxvi. Within one month from the effective date, the operator shall be responsible to establish, operate, manage and maintain the exclusive 102/108 Centralized Call Centre as per the specifications of the NIT.
- xxvii. The operator shall duly insure and maintain at all times adequate comprehensive insurance cover at its cost in regard to the Project facilities.
- xxviii. The operator shall ensure that a chart marking availability of all medical consumables in the Ambulance is maintained and updated by its manpower at all times.
- xxix. The operator shall provide online access information on Ambulances to the office of Director Health Services of both the Divisions i.e. Director Health Services Jammu, Director Health Services Kashmir and Mission Director NHM with one screen each for real time monitoring.
- xxx. The operator shall bear all the installation expenses including recurring expenses for the usage of 102/108 toll free number for the purpose of this project.
- xxxi. The setting up, renting, maintenance and management of call centre premises shall be the responsibility of the operator and should be factored into the bid amount quoted by operator.
- xxxii. Operation, Maintenance and Configuration of all necessary equipment / components including the GPS device, sensors for the purpose of Vehicle Tracking & Management in the vehicles.
- xxxiii. Maintenance of the complete setup including web application, GPS unit along with all components (including sensors) and its wiring for each vehicle during the contractual period.

31. Role of the Directorates of Health Services, Jammu/ Kashmir

- a. Directorate of Health Services, Jammu/Kashmir shall make arrangements to provide BLS/ALS/Critical Care Ambulances and also may add ambulances depending on future requirement.
- b. Director Health Services Jammu/Kashmir shall deploy the Ambulances after getting them registered with authority. The Director Health Services Jammu/Kashmir shall made reasonable distribution/deployment of these ambulances in the field under an intimation to Administrative Department
- c. IEC activities of the project shall be the joint responsibility of successful bidder and the respective Directorates of Health services, Jammu/ Kashmir.
- d. Non-consumable items shall become assets of the project which will have to be handed over to the Directorate of Health Services, Jammu/ Kashmir on termination/ completion of the project. Proper records of such assets will be maintained in the project accounts by the bidder.
- e. Directorate may from time to time appoint and reconstitute appropriate committees and agencies, to monitor and coordinate the work and services of the operator and undertake various studies, investigation, inquiries, verifications etc as may be considered appropriate.

32. Responsibility of JKMSCL

- a. JKMSCL shall provide appropriate assistance where required.
- b. Arrange settlement of claims at the agreed terms in accordance with the provisions of the agreement.
- c. **JKMSCL shall ensure that all the ambulances added at later stages will be registered and appropriate warranties are taken, before the possession of the same is provided to the operator.**

33. **Operation and Maintenance**

During the “Agreement” Period, selected bidder shall comply with the provisions of this “Agreement”, applicable Laws and applicable Permits, and conform to Good Industry Practice. The obligations of successful bidder inter-alia shall include:

- a. Providing round-the-clock response to medical emergencies as per the Performance Standards / SoP defined and forming part of the “Agreement” during normal operating conditions;
- b. Carrying out periodic preventive maintenance of the Project Facilities;
- c. Undertaking routine maintenance to ensure uninterrupted operation of the Project Facilities;
- d. Undertaking major maintenance such as ambulance repairs (as per vehicle manufacturers recommended maintenance schedules) and refurbishment of IT Infrastructure and other equipments;
- e. Operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Project Facilities;
- f. Maintain, in conformity with Good Industry Practice, all ambulances, equipment, software, building and furniture forming part of the Project Facilities.

34. **Investment and Ownership**

Non-consumable items shall become assets of the project which will have to be handed over to the Directorate of Health Services, Jammu / Kashmir on termination/completion of the project. Proper records of such assets will be maintained in the project accounts by the bidder.

In case of ambulances, they have to be handed over in operative and road worthy condition along with the tools provided by the Directorate of Health Services, Jammu/ Kashmir in good condition; normal wear and tear is permissible. In case the Ambulance is found non road worthy then the ambulance shall have to be repaired at the risk and cost of the bidder. As per the condemnation policy of JKMSCL/J&K Government, the condemned ambulances shall be replaced by the Government of J&K, as per the requirement.

The list of the takeover items be also prepared and handing over/taking over of the existing items be done by the committee to be constituted by Director Health Services Jammu/Kashmir.

35. Response Time

- a) Trip: From Ambulance base location to Scene of incidence (nearest motorable accessible point) to Hospital and Back to Base to be considered as 1 Trip.
- b) In case ambulance is dispatched and caller left at his own arrangement, will also be considered as trip
- c) Average will be counted considering entire month operation, entire fleet count and for the state.
- d) Average 5% ambulance downtime allowed to support preventive maintenance
- e) A life of ambulance may be considered as 10 Years and or 4 Lakh Kilometers, whichever is later.
- f) In case Govt. of J&K engage ambulance, 0-12 hr for VVIP duty or any other specific duty, out of normal duty, will allow 2 Trips and more than 12 Hr and up-to 24 hr will be allowed 3 Trips. This will be allowed for the calculation of average trip count.
- g) Any delay in adhering to the Response Time and Patient Transport Times standards shall be recorded and reported by the Operator to respective Directorates of Health Services, Jammu/ Kashmir as well as JKMSCL and proportionate deductions shall be effected from the monthly bills. In case of reason beyond the control of operator, the penalty will not be levied with satisfactory and reasonable explanation.
- h) Penalties to be imposed

Description of Penalty	Penalty to be imposed
Permissible Average Response Time : Urban- 15 min Rural- 30 min (In case of inter-district and inter-state, the above timeline is not applicable)	An amount equal to Rs. 1000/- will be levied as a fine for each minute delay beyond the average permissible response time which will be calculated considering the average of response times of all the ambulances for the entire month.
Average Ambulance uptime should be minimum 90%	Rs. 5000/- per day per ambulance for each of the ambulance not operational.
If during ongoing supervision and monitoring, even a single item of medical consumables / supplies is found unavailable/is of beyond expiry/non functioning of equipment	Rs. 3000/- for each default

i) Response Time calculations shall be calculated as:

- a) Time of Call Received- shall be defined as the time at which the ERC has received a call through telephone or any other source (fire service, police).

- b) Time of Arrival on Scene – shall mean the time at which an ambulance crew (the pilot) notifies the ERC that the ambulance has reached the nearest accessible motorable point to the Patient.
- c) Response Times for Urban, Rural and Tribal areas respectively, are as given below: Urban - 20 min; Rural - 30 min.
- d) In case of multiple response i.e. more than one vehicle arriving at the scene, the response time shall be recorded for the first vehicle arriving on scene.
- e) Response time standards may be suspended in case of a multi casualty incident or disaster in case Department calls on the vehicles to aid and for interstate transfer.
- f) Response time will be the time from the end of emergency call at the call center to the time the ambulance has reached the nearest accessible motorable point to the Patient.

36. **Termination/ Suspension of Agreement**

- a) JKMSCL may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:
 - i. Shall specify the nature of failure, and
 - ii. Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- b) JKMSCL after giving 15 days clear notice in writing expressing the intention of termination by stating the ground/ grounds on the happening of any of the events (i) to (iv), may terminate the agreement after giving reasonable opportunity of being heard to the service provider.
 - i. If the service provider do not remedy a failure in the performance of his obligations within 45 days of receipt of notice or within such further period as the Government have subsequently approve in writing.
 - ii. If the service provider becomes insolvent or bankrupt.
 - iii. If, as a result of other than force majeure conditions, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
 - iv. If, in the judgment of the JKMSCL, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

37. **Grievance/ Appeal:**

- a. In case of any dispute, the decision of Managing Director, JKMSCL shall be final and binding. In any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Managing Director JKMSCL, J&K, who will appoint his senior most officer as sole Arbitrator of the dispute, who will not be related to this contract and whose decision shall be final and binding on both the

parties. The Arbitrator shall deal with the grievance expeditiously, as possible and shall Endeavour to dispose it off, within thirty days from the date of its submission.

- b. If the officer designated as Arbitrator fails to dispose of the grievance filed within the period or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Officer, appointed as Arbitrator, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a Appeal before Final Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the order passed by Arbitrator or of the date of receipt of the order passed by the Arbitrator, as the case may be.
- c. **Appeal not to lie in certain cases**

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

- i. Determination of need of procurement;
- ii. Provision limiting participation of Bidders in the Bid process;
- iii. The decision of whether or not to enter into negotiations;
- iv. Cancellation of a procurement process;
- v. Applicability of the provisions of confidentiality.

b. **Form of Appeal:**

- i. An appeal under in the form as annexed alongwith as many copies as there are respondents in the appeal.
- ii. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- iii. Every appeal may be presented to First Appellate Authority or Final Appellate Authority, as the case may be, in person or through registered post or authorized representative.

e. **Fee for filling appeal:**

- i. Fee for filing appeal before final appellate authority shall be Rs. 10,000/- (Rupees Ten thousand only), which shall be 50% refundable, when the case has been proven true.
- ii. The fee shall be paid in the form of bank demand draft only of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

f. **Procedure for disposal of appeal:**

- i. Appellate Authority upon filling of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

- ii. On the date fixed for hearing, the Appellate Authority shall,-
 - 1. Hear all the parties to appeal present before him; and
 - 2. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- iii. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties free of cost.
- iv. The order passed under sub-clause (iii) above shall be placed on the J&K State e-Procurement portal www.jktenders.nic.in.
- g. If the bidder wishes to lodge any complaint against the other bidder regarding submission of false documents, information etc., the bidder has to deposit Rs.10,000/- (Rupees Ten Thousand only) in the form of Demand Draft drawn in favor of JKMSCL in terms of deposit. The amount so deposited shall be refunded if after scrutiny the complaint is found to be true. However, if the complaint found to be false and mala-fide, the deposit will be forfeited. No interest shall be paid against this deposit. The complaint must be on letter head bears the signature of the bidder or the authority higher than the bid signatory of the firm.

38. Compliance with the Code of Integrity and No Conflict of Interest:

Any person participating in a procurement process shall-

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

Conflict of Interest:

Bidders participating in a bidding process must not have a conflict of interest. A conflict of interest is considered to be a situation in which a 2nd party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A bidder may be considered to be in conflict of interest with one or more parties in bidding process if, including but not limited to:

- a. Have controlling partners/shareholders in common; or
- b. Receive or have received any direct or indirect subsidy from any of them; or
- c. Have the same legal representative for purposes of the bid; or
- d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring entity regarding the bidding process; or
- e. The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same sub contractor, not otherwise participating as a bidder, in more than one bid; or
- f. The bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the goods, works or services that are the subject of the bid; or bidder or any of its affiliates has been hired (or is proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge / consultant for the contract.

39. **Situations leading to Disqualification of bidders**

- i. Direct or indirect canvassing on the part of bidder(s) or their representative(s) shall disqualify their bid
- ii. Supplier may be disqualified, banned or suspended from business during the rate contract if :
 - a. fails to execute a contract or fails to execute it satisfactorily;
 - b. no longer has the technical staff or equipment considered necessary;

- c. is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound-up or taken into liquidation ;
- d. The firm is suspected to be doubtful loyalty to state.
- e. The Anti Corruption Bureau or any other Investigating agency recommends such a course in respect of a case under investigation.
- f. MD, JKMSCL is prima-facie of the view that the firm is guilty of an offence involving moral turpitude in relation to business dealings, which if established would result in business dealing with it banned.
- g. If any certificate/ documents/ information submitted by the bidder found to be false/ forged/ fabricated/ vexatious or frivolous or malicious appeals or complaints etc. than bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc. for limited or unlimited period.
- h. Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/ items for certain or uncertain period.

40. **Single bidder**

Although JKMSCL will do it's best to encourage the participation of multiple parties for the tender, however in the case of a single bidder, Competent Authority can take a decision of awarding the contract due to the nature of the service being that of emergency services and affecting the lives of the citizens of the State.

41. No Action on the letter head of the Bidder/firm regarding any complaints against the Corporation will be taken unless the letter head bears the signature of the Bidder or the Authority higher than the bid signatory of the firm.

- i. Any certificate/documents/information submitted by the Bidder found to be false/forged/fabricated etc. than bidder shall be liable for the appropriate legal action along with disqualification, banning, suspension etc. for limited or unlimited period.
- ii. Bidders are required to submit wanted information (if any) based on the facts. If the furnished information by the firm found to misleading or not based on facts disciplinary action against the firm may be taken as to banning concerned item/items for certain or uncertain period.

42. The Bidder must sign all the pages of tender document at the below of Terms & Conditions agreeing to abide by all conditions of the tender and accept them in toto.

43. **Jurisdiction:**

All actions, legal proceedings and suits arising from or connected to this bid shall be subject to the exclusive jurisdiction of courts in Union Territory of J&K only.

45. Extra stipulation or any other condition contrary to the above Tender conditions are not acceptable and may render the tender liable to rejection.

46. **Modification / withdrawal of bids**

Modification/ substitution/ withdrawal by the bidder in the proposal are permitted only before the closing date and time of submission of bids.

47. **Monitoring & Evaluation**

- a) Mission Director, NHM shall be Nodal Authority as well as funding agency for running 102/108 Ambulance Services which have been fitted with the GPS.
- b) Director Health Services Jammu/Kashmir shall deploy the Ambulances as per the schedule prepared for the smooth functioning of the services. The Director Health Services Jammu/Kashmir shall made reasonable distribution/deployment of these ambulances in the field under intimation to Administrative Department.
- c) Govt. of J&K/ JKMSCL reserves the right to constitute any mechanism for effective monitoring and the Service Provider shall be bound to incorporate the directives with respect to the monitoring of the project.

48. **Saving Clauses**

In the absence of any specific provision in the agreement, the issue will be decided on mutual agreement.

The failure of 2nd party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure, provided that the party affected by such an event:-

- o Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
- o Has informed the 1st party as soon as possible about the occurrence of such an event.

49. **Force Majeure:**

- a. 102/108 -Ambulance Services as being emergency response services, the Operator shall not be allowed to suspend or discontinue Emergency Medical Services during occurrences of emergencies or Force Majeure Events. Provided, in such circumstances of emergencies and Force Majeure Event, if the Performance Standards are not complied with because of any damage caused to Ambulance vehicles or any of the Project

Facilities or non-availability of staff, or inability to provide services in accordance with the Performance Standards as a direct consequence of such Force Majeure Events or circumstances then no penalties applicable for the relevant default in Performance Standards would be applied to such particular defaults. Provided further, unless the Force Majeure event is of such nature that it completely prevents the operation of Ambulances, a suspension of or failure to provide Emergency Services on the occurrence of a Force Majeure event will be an Event of Default and Department may terminate this Agreement without any termination payment being made in respect thereof.

- b. On the occurrence of any Force Majeure Events or implementation of any disaster management operations or law and order emergencies, Department may give instructions to the Operator including requiring deployment of certain number of Ambulances in specific locations, in such circumstances, the Operator shall comply with such instructions and will be excused from adherence to relevant performance standards.
- c. The failure of 2nd party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure, provided that the 2nd party affected by such an event:-
- d. Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
- e. Has informed the 2nd party as soon as possible about the occurrence of such an event

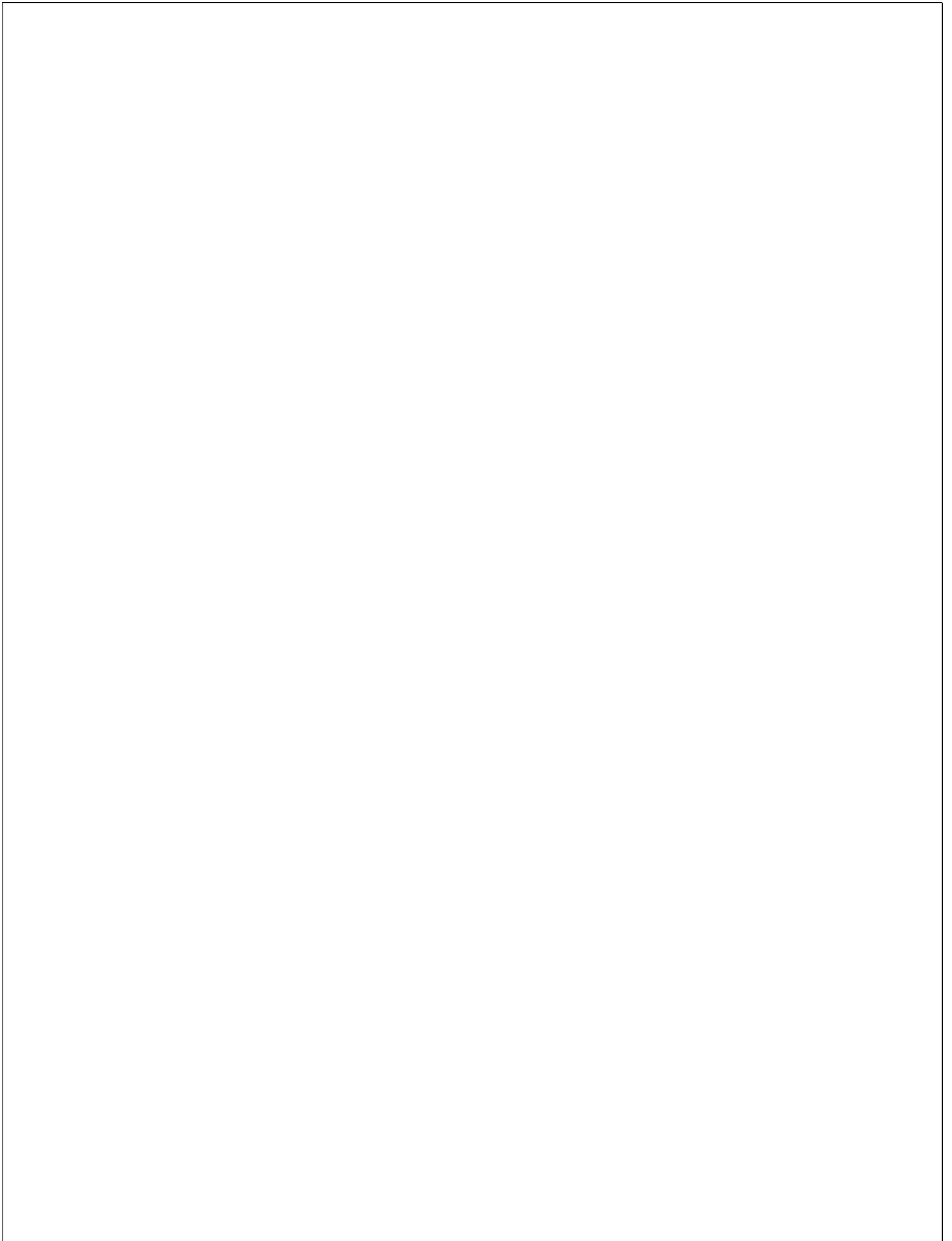
Applicability of Clauses:

All the clauses from 1 to 49 and their annexure, formats & enclosures are applicable for the tendered items and forms an integral part of the RFP.

Sd/-
Managing Director
J&K Medical Supplies Corporation Ltd.
Jammu and Kashmir

I/ We have read the above terms and conditions and I/ We agree to abide myself/ ourselves by the above terms & conditions of the tender document.

Signature of Bidder with
seal



Special Terms and Conditions

Earnest Money Deposit, Tender Fees and Processing Fees shall be submitted before the scheduled date and time otherwise tender shallout rightly be rejected.

1. **Bidder shall have to quote for lumpsum cost per ambulance per month which should include the Human resource on the ambulances, the repair and maintenance of ambulance vehicle and medical equipment, fuel, insurance, fitness of the vehicle and medical equipment, branding, stickering, call center operations and maintenance loading on the ambulance, service provider's profit and administrative charges and any other associated cost required for the O & M of the ambulance.**
2. **Conditional tenders shall not be considered.**
3. **During breakdown of ambulance (Vehicle/Equipment/Machines) regarding fabrication work and other items supplied by the bidder, firm shalldepute the engineer for immediate rectification of defect within 48 hours positively on site otherwise a sum equivalent to 0.25% of the O & M cost of *per Ambulance* per day shall be recovered from the firm as penalty from the date of intimation.**
4. **Bidders having proven capability to provide immediate after sale services shall be an important aspect during evaluation of bids. Bidders to provide exhaustive list of company service centers address/ contact in J&K or a suitable affidavit for such after sales service.**
5. Regular preventive maintenance of the Ambulance shall be provided by the firm during contract period.
6. The bidder should quote rates in Indian rupees (INR) only and payment shall be made in Indian rupees.
7. All certificates should be valid on the date of submission of tender & issuance of Rate Contract.
8. At least 90% phone calls received at the Centralized Call Centre should be answered within 20 seconds of the first ring/beet. Penalty shall be imposed @ Rs. 500/- for each default.
9. The call operator receiving the call will be required to identify the exact location of the caller, contact information and their proximity to the patient.
10. If it is an emergency case or not related to the scope of service of 102, the operator will transfer the call to 108, and vice-a-versa.
11. The setting up, renting, maintenance and management of Centralized Call Centre premises will be responsibility of the operator and should be factored into the bid amount quoted by operator.

Sd/-

Managing Director
J&K Medical Supplies Corporation Ltd.
Jammu and Kashmir

I/ We have read the above terms and conditions and I/ We agree to abide myself/ ourselves by the same.

Signature of Bidder with seal

Scope and Specification of VTMS

A. Scope

1. The successful bidder shall be responsible for Operation, Maintenance and Configuration of all necessary equipment/ components including the GPS device, sensors for the purpose of Vehicle Tracking & Management (VTMS) in the vehicles.
2. Maintenance of the complete setup including web application, GPS unit along with all components (including sensors) and its wiring for each vehicle during the contractual period.
3. Web application must be customized as per Health & Medical Education Department, J&K requirements so as to meet the requirements specified in Specification sheet.
4. Web application must be hosted securely at the bidders end with high availability incorporating disaster recovery site.
5. The system shall be designed in such a manner that operational data is not lost in case of failure of equipment or communication network. This includes provision of suitable disaster recovery mechanism.
6. Imparting training related to hardware and software to various levels of users. All relevant Training Material like user manual, administrative manual, application documentation, presentation for training, etc. should be provided.
7. The successful bidder shall be required to make available the historic data upto 6 months at a given point of time. The back up of the past data should be provided to Health & Medical Education Department, J&K on DVD every month in a mutually agreed usable file format with regard to Vehicle Tracking and Management System (VTMS).
8. In case if breakdown / maintenance work is required to be carried out during non-working days/ hours, the bidder shall attend the task(s) during this period at no extra payment.
9. The successful bidder shall ensure maximum up time:-
10. **Problem Resolution Time**

Hardware: Problem resolution time for the complaint due to hardware malfunctioning including wiring issues will be 12 working hours. For the downtime, beyond this duration down time penalty clause will apply .If the hardware is not made up within 12 working hours, the same should be temporarily replaced by the hardware of the identical or higher configurations till the said unit becomes operational after repair. If the faulty hardware is not set right within 15 days the same should be replaced permanently by the bidder with that of the identical or higher configurations, failing which H&ME Department will have the option to get the system repaired or replaced from anywhere at the cost of the bidder.

Software Application: The problem resolution time for Software Application issues affecting the entire fleet should be 6 working hours. The problem resolution time for the problems related to critical functionality should be 12

working hours ,whereas ,minor software application issues should be resolved within 24 working hours.

11. Reports:

The successful bidder shall furnish the Reports / SMS as per the following details.

S. No	Particulars
1.	Vehicle status report – with the following details: <ul style="list-style-type: none"> ❖ Vehicle information ❖ Location ❖ Speed ❖ Time Stamp ❖ Fuel Level ❖ Distance travelled ❖ Ideal time ❖ Ideal time with ignition on
2.	Route violations
3.	Abnormal delay report by specifying time in hours.
4.	Missing vehicle
5.	History of vehicles tracing the route
6.	Distance chart
7.	Trip Summary Report
8.	In & Out Report
9.	Idle time report
10.	Idle time with ignition on report
11.	Geo-fence entry & exit report
12.	Fuel consumption by vehicle / vehicle group
13.	Sudden fall & rise in fuel level
14.	Total distance travel report by specifying date range
<i>**Above reports should be available by specifying: Vehicle, Vehicle Group, All vehicles, Zone, Start Date</i>	
SMS	
1.	When a vehicle deviates from specified route by a specific distance
2.	When a vehicle crosses the defined landmarks during the fleet.
3.	When the GPS unit was tampered or cut off from the vehicle battery
4.	When there is a sudden fall in fuel level for any vehicle
5.	On over speeding
6.	On abnormal delay
7.	Ability to send SMS alert to multiple receivers with no restriction on no. of receivers

Qualification of Para-Medics & Drivers for Ambulances

The bidder has to provide sufficient No. of following categories of human resources for operationalization of Ambulance Services 24x7 basis:

1. Paramedic (Anesthesia Technician) –10+2 with Diploma in Anesthesia/ Operation from Institution recognized by J&K Govt.
2. Driver –Matric pass holding a valid driving license and able to read and write. In addition, he/she shall be familiar with the local language.

Moreover, adequate No. of staff shall be provided to man the call-center 24x7 which includes:

1. Medical Officer – MBBS degree recognized by the Medical Council of India.
2. Call-center In-charge – Who will be responsible for managing the call center and shall be able to control the team. He shall regularly report to the concerned Directorates/ Health Institutions
3. Operators – Who are required to make the necessary calls to the Drivers, Health Facilities, etc. In addition, they are required to maintain and update requisite data on the software maintained for the purpose.

Eligibility Requirements

Bidder can be a Company (Bidding Company) or a Registered Society or Trust (Registered). Short listing of Bidder will be based on meeting the Qualification Requirements as specified below:-

Who are Eligible for Participation

- i. Companies incorporated under the Company's Act, 1956 are eligible on standalone basis.
- ii. A foreign company can also participate on standalone basis. But before signing the agreement it will have to form an Indian Company registered under the Company Act, 1956.
- iii. Societies registered under Societies Act as well as Income Tax Act, 1961.
- iv. Trust formed under relevant laws. ,
- v. **Consortium up to three members is allowed.**

Note- Limited Liability Partnership (LLP) is not eligible for participation in this bid.

- The key personnel, as given by the bidder in the technical proposal should not change during the tenure of the contract, without prior approval of the JKMSCL.

- Certificates from the organizations to whom supplies have been made in past needs to be submitted along with the proposal with the name & mobile number of signing authority (The details of signing authority may not require in case certificate issued by designated authority from Health & Family Welfare of any State/ Govt. of India)..

- Bidder should have ability to train the personnel to be employed for implementation of the project.

Sd/-
Managing Director
J&K Medical Supplies Corporation Ltd.
Jammu and Kashmir

Eligibility Criteria:

Sr. No.	Eligibility criteria for Bidders	Mandatory Documents
A	<p>The Bidder (Sole Bidder or in case of Consortium shall mean each of the partners including the lead partner) should be an established entity under Companies Act 1956/2013 or Societies registered under Societies Registration Act 1860, or Indian Trusts Act 1882.</p> <p>Bidders having past experience (submitted for qualification under this RFP) in Consortium/JV are eligible to bid for this tender as a sole bidder or in consortium, /JV, provided that the bidder has performed the role of lead member having overall responsibility in the previous consortium/JV, in any State/ UT of India.</p>	<p>For Company Copy of the certificate of incorporation issued by Registrar of Companies (RoC). For Society/ Trust- Certificate issued under Societies Registration Act 1860/ Indian Trust Act 1882. In the case of consortium, apart from the above certificate to be provided by each of the partners, the consortium shall also submit:</p> <ol style="list-style-type: none"> 1. Board resolutions for individual partner(s) including lead partner in the consortium. 2. Memorandum of Understanding (MoU) - Consortium.
B	<p>The bidder (in case of sole bidder) must have minimum average annual turnover of INR 200 Crore during the financial years FY 2021-22, FY 2022-23 and FY 2023-24.</p> <p>In case of consortium, the bidder must have cumulative minimum average annual turnover of INR 200 Crores during the financial years FY 2021-22, FY 2022-23 and FY 2023-24, in which the lead partner of the consortium must have atleast minimum annual average turnover of INR 100 Crore. However, the cumulative total minimum average annual turnover of consortium members jointly must be Rs. 200 Crores.</p>	<p>Self-attested copies of the below documents for concerned financial years:</p> <ol style="list-style-type: none"> 1. Turnover certificate issued by Chartered Accountant (must have Membership No., UDIN No. & Date) certifying the turnover (sole bidder or each partner in case of consortium).
C	<p>The bidder (sole bidder/ consortium) must have minimum positive Net Worth of INR 300 Crore in the last FY 2023-24 and latest valid Bank Solvency Certificate from Nationalized/ Scheduled Bank for minimum INR 200 crore.</p>	<p>Self-attested copies of the below documents for concerned financial years:</p> <ol style="list-style-type: none"> 1. Net Worth certificate issued by Chartered Accountant (must have Membership No., UDIN No.

		<p>& Date) certifying the net worth (sole bidder or each partner in case of consortium).</p> <p>2. Valid Bank Solvency Certificate from Nationalized/ Scheduled Bank.</p>
D	<p>The bidder (in case of sole bidder) must have experience in Operations and Management of at least 650 BLS Ambulances and at least 150 ALS Ambulances supported by a Call Centre of at least 50 seats in Public Sector during last 3 Financial Years i.e. 2021-22, 2022-23 and 2023-24.</p> <p>In case of consortium, the lead partner in the consortium must have experience in Operations and Management of at least 400 BLS Ambulances and at least 100 ALS Ambulances supported by a Call Centre of at least 40 seats in Public Sector during last 3 years i.e. FY 2021-22, FY 2022-23 and FY 2023-24, while other partner must have experience in Operations and Management of at least 250 BLS Ambulances and at least 50 ALS Ambulances supported by a Call Centre of at least 10 seats in Public or Private Sector during last 3 years i.e. FY 2021-22, FY 2022-23 and FY 2023-24.</p>	<p>Copy of 'Experience Certificate issued by Client/Employer' along with 'Work order or Contract Agreement' from the employers, to prove the experience.</p> <p>Note: The Department reserves rights to seek all or any other supporting documents to substantiate the eligibility of the bidder.</p>
E	<p>The bidder/agency (Sole Bidder or in case of 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)/ Doctors recognized by National Skill Development Corporation (NSDC)/ Indian Government University/ International Accreditation Body</p> <p>AND</p> <p>The bidder/agency shall have given trainings to atleast 3000 number of EMTs/ Doctors (including refresher trainings to EMT) in last 3 years.</p>	<p>Self-attested copy of document evidencing the same should be submitted.</p>
F	<p>The bidder (sole bidder or in case of</p>	<p>Self-attested copies of</p>

	<p>consortium shall mean each of the partners including the lead partner) must provide self-attested scanned copies for:</p> <p>(i) PAN Card, (ii) Income tax returns, (iii) GST Registration Certificate and (iv) ESI & EPF registration certificate</p>	<p>1) PAN Card 2) GST Registration Certificate 3) Copy of Income Tax Return filed and submitted by the bidder for three assessment years AY 2020-21, AY2021-22, AY 2022-23 4) ESI & EPF registration certificate</p>
G	<p>The bidder (sole bidder or in case of consortium shall mean each of the partners including the lead partner) :</p> <p>i. Must not be Blacklisted/ suspended / banned / debarred or 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 or abroad, for any reason whatsoever, in Ambulance or Emergency Response or Medical Services either in the past or as on date of bid submission. If such Blacklisting/ suspension / ban / debarment is pending (including status-quo) before any Hon'ble Court of Law in India and final decision is pending (including status-quo) then such bidder shall not be eligible for submission of bid, unless the final verdict/ court order has been issued in the favour of the bidder or such Blacklisting/ suspension / ban / debarment order is reversed by the order issuing authority,</p> <p>i.The bidder/ its associates/directors/ members/ partners/ trustees/ any other relevant authority as applicable as per the constitution of the entity, shall not have been chargesheeted or convicted in any legal case of economic fraud/ criminal nature till date.</p>	<p>Affidavit sworn before Public Notary/Executive Magistrate as per Annexure.</p> <p>Note: If the above mentioned Affidavit is found false or misleading, the Department shall summarily reject the bid, forfeit the EMD / Performance Bank Guarantee (as the case may be) and shall take legal action along with blacklisting the bidder.</p>
H	<p>The bidder (sole bidder or in case of consortium shall mean the lead partner) shall have at least 5000 employees on its payroll.</p>	<p>Latest paid (any two months from the preceding quarter) EPF challans shall be submitted.</p>

Note:

Bidders having past experience (submitted for qualification under this RFP) in Consortium/JV are eligible to bid for this tender as a sole bidder or in consortium, /JV, provided that the bidder has performed the role of lead member having overall responsibility in the previous consortium/JV, in any State/ UT of India.

The Technical proposals of all the bidders fulfilling the above eligibility criteria and basic requirements (i.e. timely submission, bid security, tender cost etc.) will move to the next stage, and they shall have to make a technical presentation & demonstration of the proposed solution and project implementation plan in front of the Tender Evaluation Committee.

The Technical Evaluation Criteria and Scoring Methodology based on which evaluation of technical proposals of the bidders shall be carried out by Tender Evaluation Committee to compute the technical marks as specified below:

Sr. No.	Parameter of evaluation	Quantity of parameter	Allotted marks	Maximum 100 Marks
A.	Number of years in existence as on 31st March 2024.			10 marks
	5 to 10 years		02 marks	
	>10 to 15 years		04 marks	
	>15 to 20 years		06 marks	
	> 20 years		10 marks	
B.	Experience:			20 marks
B1	Relevant Experience in Emergency Medical services as per Eligibility criteria clause 2.D.		05 marks	
B2	Additional Experience such as Bike/ boat ambulances/First responder services etc.		05 marks	
B3	Additional end to end comprehensive Experience (including manpower, vehicles, call centre and other resources) in other Emergency services like Fire, Police, etc. in Govt sector.		05 marks	
B4	Experience of Deployment of Doctors on Human Ambulances - min 200 numbers. (Vet/ Para- Vet shall not be considered)		01 marks	
	Certified Medical Doctors 200 to 300 nos.			
	Certified Medical Doctors 301 to 400 nos.		02 marks	
	Certified Medical Doctors 401 to 500 nos.		03 marks	
	Certified Medical Doctors >500 nos.		05 marks	
C.	Employees on Payroll			10 Marks
	5000 to 20000		03 marks	
	>20000 to 50000		05 marks	
	>50000 to 70000		07 marks	
	>70000		10 marks	
D.	The Bidder should have average annual turnover as per Eligibility criteria clause 2.B.			20 Marks
	200 to 1000 cr.		05 marks	
	>1000 to 1800 cr.		10 marks	

	>1800 to 2500 cr.	15 marks	
	>2500 cr.	20 marks	
E. The Bidder should have positive Net Worth as per Eligibility criteria clause 2.C. 15 Marks.			
	300 to 500 cr.	05 marks	
	>500 to 750 cr.	07 marks	
	>750 to 1000 cr.	10 marks	
	>1000 cr.	15 marks	
F. Must have valid quality certifications 10 Marks			
	ISO 9001: 2015, ISO 14001:ISO 45001 (OHSAS), CMMI 3 or 5	01 mark each	03 Marks
	ISO 22320: 2018 (Security & Resilience – Emergency Management	03 marks	03 Marks
	ISO/IEC 27001: 2022 (Information Security Management System)	04 marks	04 Marks
F. Technical presentation before Tender evaluation committee 15 Marks			

The technical evaluation of the bidders shall have a weightage of 70% and the financial evaluation shall have 30% weightage respectively.

**Experience of Commercial Taxi service will not be considered.

*** Documentary evidence for the above criteria is must.

Note:

For the Qualification Requirements, if data is provided by the Bidder in foreign currency, equivalent rupees value shall be calculated using bills selling exchange rates (card rate) USD / INR of State Bank of India prevailing on the date of closing of the accounts for the respective financial year as certified by the Bidder's banker.

For currency other than USD, Bidder shall convert such currency into USD as per the exchange rates certified by their banker prevailing on the relevant date and used for such conversion.

(If the exchange rate for any of the above dates is not available, the rate for the immediately available previous day shall be taken into account).

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

Award of Contract

The JKMSCL reserves the right to reject any tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

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 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.

Technical Score, Financial Score and Combined Score will be calculated as mentioned below:

A. Technical Score:

A Tender Evaluation Committee shall be formed by the JKMSCL / J&K Government to evaluate the submitted Bids. Technical proposals of only those bidders, who are found eligible as per the eligibility criteria defined in the tender document, shall be considered for Combined Technical & Financial Score (CTFS) evaluation. The criteria of computation of technical score of each agency/bidder is mentioned below as an example only.

Name of the Bidder	Technical Marks Obtained	Technical Score (TS) = T/T(High) * 100
A	98	$(98/98) * 100 = 100$
B	80	$(80/98) * 100 = 81.63$
C	75	$(75/98) * 100 = 76.53$
D	55	$(55/90) * 100 = 56.12$

T= Technical marks obtained by the bidder

T(High)=Highest Technical marks amongst the bidders

Technical Score (TS)=T/T(High)*100

Bidder whose Technical marks are minimum 60 shall be technically qualified for Financial bid opening & further evaluation of bid.

B. Financial Score:

Financial bids of only technically qualified bidders shall be opened and considered for Combined Technical & Financial Score (CTFS) evaluation. The "Total Project Cost" from the financial bid shall be used for computing the financial score. The Total Project cost is the Total Price submitted by the bidder for the initial period of the contract as per BOQ, which includes all the cost heads along with the service charge of the bidder. An example of computing the Financial bid score of each bidder/agency is mentioned below:

Name of the Bidder	Financial Bid (Total quoted cost in Rs.)	Financial Score (FS) = LFB/F * 100
A	100	$(98/100) * 100 = 98.00$
B	98	$(98/98) * 100 = 100$
C	110	$(98/110) * 100 = 89.09$
D	Not opened as Technical marks are below 60	Not applicable

LFB=Lowest Financial Bid amongst the bidders

F =Financial bid of the bidder.

Financial Score (FS)=LFB/F*100

C. Combined Technical & Financial Score(CTFS)for final selection:

Final selection of the agency shall be as per Quality and Cost Based Selection (QCBS) method. The contract shall be awarded to the bidder who will score highest Combined Technical & Financial Score(CTFS) with 70:30 weightage of technical and financial score.

Name of Bidder	Technical Score	Technical weightage (TW)	Financial Score	Financial weightage (FW)	Combined Technical & Financial Score	Rank of the Bidder
	(TS)	(TW) = (TS) * 0.70	(FS)	(FW)= (FS) * 0.30	(CTFS) = (TW) + (FW)	
A	100	70.00	98.00	29.40	99.40	1
B	81.63	57.14	100	30.00	87.14	2
C	76.53	53.57	89.09	26.73	80.30	3
D	56.12	NA	NA	NA	NA	NA

Bidder 'A', securing the highest Combined Technical & Financial Score(CTFS)score of 99.40 shall be declared as the successful selected bidder. In case of more than one bidders with equal highest score, upto 2 decimals, then the bidder with the highest Technical Score shall be declared as the successful selected bidder. Also, if the Technical score(s) of the bidder are the same, then the bidder scoring highest marks in the Financial parameters of the Technical Evaluation Criteria shall be declared as successful selected bidder.

In case, the selected bidder denies or fails to honour the contract agreement/Letter of Intent (LoI), the JKMSCL shall be at the freedom to negotiate with the bidder, with then exthighest Combined Technical & Financial Score CTFS2, and CTFS3,....(in this order).

The JKMSCL will notify the successful bidder(s) in writing by issuing a Letter of Intent(LoI), that its tender has been accepted, briefly indicating there in the essential details like description of services and corresponding rates accepted, subject to the terms of contract agreement to be signed between the parties "*floated from this NIT*" having the terms and conditions etc., therein.

The bidder shall give his / her acceptance within 7 (seven) days of issue of the Letter of Intent (LoI),.

Sd/-
Managing Director
J&K Medical Supplies Corporation Ltd.
Jammu and Kashmir

Evaluation of Proposals

Technical proposal

Technical proposal should indicate the following:

- Methodology proposed for implementing the scheme,
- Technology solution to integrate existing '102 JSSK', "108" vehicles under one Call Center
- Proof of CAD solution in existing operation

Financial Proposal

Part A: Opex = It comprises of:-

- Running cost per month of 139 ALS and 64 BLS ambulances (each basis) including provision of Human Resources (one driver and one para-medics round the clock). For 300 JSSK Ambulances cost for call transfer/receiving and keeping the records of such calls. (The Manpower, Maintenance and Fueling of these 300 (JSSK) Ambulances shall be borne by the Department).
- Maintenance & operational cost of centralized 24 x 7 call centers (toll free) through VTMS –catering to 108, 102 ambulances;.

Note:

- i. **Number of vehicles is indicative and may substantively increase/ decrease during the contract period.**
- ii. JKMSCL is at liberty to enter into 3rd Party CMA agreement under Comprehensive Equipments Maintenance Programme of Govt. of India as deemed fit by the MD, JKMSCL.
- iii. It is also clarified that it is call centre management/facility for existing 300 Ambulances and not the operational cost of existing 300 (JSSK) fleet of Ambulances.

Bid Validity period

The Proposal shall remain valid for 180 working days after the date of opening of Technical bid. Any Proposal, which is valid for a shorter period, shall be rejected as non-responsive. However the same can be extended with the mutual consent and acceptance of the bidder.

Acknowledgement by Bidder:

- a. It shall be deemed that by submitting the Proposal, the bidder has: -
 - i. Made a complete and careful examination of the RFP.
 - ii. Received all relevant information requested from Department.
 - iii. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or

on behalf of Department or relating to any of the matters stated in the RFP Document.

- iv. Satisfies himself/ herself about all the matters, things and information, necessary and required for submitting an informed Proposal and performance of all of its obligations there under.
- v. Acknowledged that it does not have any Conflict of Interest.
- vi. Agreed to be bound by the undertaking provided under and in terms hereof.

b. JKMSCL shall not be liable for any omission, mistake or error on the part of the bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Department..

Bidders shall note the following:

1. Incomplete proposals in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not contain or any other documents as per the specified formats may be considered non-responsive and liable for rejection.
2. Strict adherence to formats, wherever specified, is required.
3. All communication and information should be provided in writing and in English language.
4. All communication and information provided should be legible.
5. No change in/ or supplementary information shall be accepted once the proposal is submitted. However, JKMSCL reserves the right to seek additional information and/or clarification from the Bidders, if found necessary, during the course of evaluation of the proposal. Non submission, incomplete submission or delayed submission of such additional information or clarifications sought by JKMSCL may be a ground for rejecting the proposals.
6. Proposals shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the RFP, JKMSCL reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
7. Bidder should designate one person (“Contact Person” and “Authorized Representative and Signatory”) authorized to represent the Bidder in its dealings with JKMSCL. This designated person should hold the Power of Attorney and be authorized to perform all tasks including but not limited to providing information, responding to enquiries. Covering Letter submitted by the Bidder shall be signed by the Authorized Signatory and shall bear the stamp of the firm.
8. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. JKMSCL reserve the right to vet and verify any or all information submitted by the Bidder as well as right to reject.

9. If any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by JKMSCL, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection and EMD shall be forfeited. Mere clerical errors or bona fide mistakes may be treated as an exception at the sole discretion of JKMSCL if adequately satisfied.
10. In every specific case, where the Bidder is constrained by statute/ law from fulfilling any specific provision of this document, the Bidder is encouraged to contact Managing Director, JKMSCL.
11. JKMSCL may, in exceptional circumstances and at its sole discretion, revise the time schedule (extension in time) by issuance of addenda. Communication of such extension to the persons who purchased the RFP document shall be made by JKMSCL.

Sd/-
Managing Director
J&K Medical Supplies Corporation Ltd.
Jammu and Kashmir

“Definitions”

“Affiliate” shall mean a Company that, directly or indirectly,

- xii. controls, or
- xiii. is controlled by, or
- xiv. is under common control with, a Company developing a Project

“Agreement” shall mean the Contract between the JKMSCL and the service provider in accordance with the provisions of this RFP.

“Bid” Bid shall mean the Technical Bid and Financial Bid submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions hereof.

“Bidder” shall mean Bidding Company, Bidding Registered Society or a Trust submitting the Bid. Any reference to the Bidder includes Bidding Company / Registered Society, Registered Trust, as the context may require”.

“Bidding Company” shall refer to such single company that has submitted the response in accordance with the provisions of this RFP.

“Chartered Accountant” shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.

“Company” shall mean a body incorporated in India under the Company’s Act, 1956.

“Conflict of Interest” A Bidder may be considered to be in a Conflict of Interest with one or more Bidders in the same bidding process under this RFP if they have a relationship with each other, directly or indirectly through a common company / entity, that puts them in a position to have access to information about or influence the Bid of another Bidder.

“Department” shall mean Department of Health and Medical Education

“Effective Date” shall mean the date of signing of agreement by both the parties.;

“Financial Closure or Financial Close” shall mean the execution of all the Financing Agreements required for the “102 Ambulance Service” project and fulfillment of conditions precedents and waiver, if any, of the conditions

precedent for the initial draw down of funds for the “102 Ambulance Service ” project.

“Financially Evaluated Company / Entity” shall mean the company / entity which have been evaluated for the satisfaction of the financial requirement set forth herein in the RFP.

“Force Majeure conditions” means any event or circumstance which is beyond the reasonable direct or indirect control and without the fault or negligence of the bidder and which results in bidder’s inability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part and may include rebellion, mutiny, civil unrest, riot, strike, fire, explosion, flood, cyclone, lightening, earthquake, act of foreign enemy, war or other forces, theft, burglary, ionizing radiation or contamination, Government action, inaction or restrictions, accidents or an act of God or other similar causes.

“Letter of Intent” or “LOI” shall mean the letter to be issued by the JKMSCL, to the Successful Bidder(s) for Operation and Maintenance of ambulances under the “102 Ambulance Service”.

“Project Company” shall mean the company incorporated by the bidder as per the Indian laws.

“Proprietorship firm” shall mean whose owner is an Individual

“Partnership firm” shall mean a firm registered with the Income Tax department and evidenced by a Partnership Deed.

“Registered Society” shall mean a Society registered under the Society Act as well as registered under the Income Tax Act, 1961.

“RFP” shall mean this Request for Proposal along with all formats and RFP Project Documents attached hereto and shall include any modifications, amendments alterations or clarifications thereto.

“RFP Documents” shall mean the documents to be entered into by the parties to the respective agreements in connection with the Ambulance Service”.

“Selected Bidder(s) or Successful Bidder(s)” shall mean the Bidder(s) selected by the Department, pursuant to this RFP to set up the project and operate a professionally managed “102, 108 Ambulance Service” as per the terms of the RFP Project Documents, and to whom a Letter of Intent has been issued.

“Statutory Auditor” shall mean the auditor appointed under the provisions of the Companies Act,1956 or under the provisions of any other applicable governing law.

Financial Bid

OPEX:

- a. Operational expenses include: Operation of Call Centre, Manpower, Fuel, Repair & Maintenance, Training, Communication, Electricity, Employee welfare, Security & House Keeping and any other expenses to operate and maintain call Center and ALS, BLS, 102 and Critical Care ambulances on 24x7 basis.

Parameter	Number of Ambulances/ Call Centre	Cost of OPEX on each basis	Cost Per Month on each basis	Annual Cost (In INR)	Taxes CGST/SGST/IGST	Rupees In Words
		A	B	$C=A \times B \times 12$	D	C+D
Operational Cost of 139 , BLS 64 and Existing 300 Ambulances.						
BLS Ambulances	64	One unit				
1 st year						
Total for 1 st year						
ALS Ambulance(Critical Care Ambulance)	139	One unit				
1 st year						
Total for 1 st year						
102 Ambulance(300 Existing Ambulances)	300	One unit				
1 st year						
Total for 1 st year						
Maintenance / upgradation and operation of Call Centre as per the requirement	01	One unit				

Note:

1. The Cumulative Rates for 1st year (Cost per annual) on the (QCBS) Quality cum Cost Based Selection basis shall be considered for evaluating/ascertaining L1.
2. **The operational cost will be subject to Price Escalation or Price Variation of 8% year on year from the start date of contract. Similarly, upon introduction of any new**

ambulance during the tenure of contract, the escalated rate for that particular year (after application of Price Escalation or Price Variation of 8% year on year from the date of submission of bid) towards operational expenses will be applicable for the newly introduced ambulances All other taxes, including GST, if applicable shall be paid at actual as applicable from time to time.

- 3. The successful bidder have to ensure minimum wages as per the notification issued by the Labor Dept. of J&K Government. Bidder not adhering to the same shall lead to termination of the contract.**
- 4. Number of Ambulances is indicative and may substantively increase or decrease.**
- 5. The Financial bid(s) shall contain the financial proposal i.e. price shall be inclusive of all Tax duties within a range of \pm 5% of the present operational rates i.e. Rs. 188019.58 for ALS per Ambulance, Rs: 129919.90 for BLS per Ambulance and for existing 300 Ambulances Rs: 17638.74.**

Annexure – ‘C’

Declaration and Undertaking of Blacklisting

(On Non Judicial Stamp Paper worth Rs.100/- attested by Notary Public & submitted with Technical Bid)

I/We.....(Name of firm) do hereby undertake that

1. We certify that the rates (quoted) are reasonable and lower rates to any one than charge from this institution.
2. We do hereby undertake that our company/firm is not black-listed/banned/debarred/suspended for any reason whatsoever, in Ambulance or Emergency Response or Medical Services either in the past or as on date of bid submission. If such Blacklisting/suspension / ban / debarment is pending (including status-quo) before any Hon'ble Court of Law in India and final decision is pending (including status-quo) then such bidder shall not be eligible for submission of bid, unless the final verdict/ court order has been issued in the favour of the bidder or such Blacklisting/suspension / ban / debarment order is reversed by the order issuing authority,

OR

We do hereby undertake that our company/firm is black-listed/banned/debarred/suspended for _____ in _____ by..._____(Name of Govt./Deptt.)and required information as below:

- (i.) Cause of blacklisting/banning/Debarring/ Suspension.
- (ii.) For which item.....:
- (iii.) Period of blacklisting/banning/Debarring/ Suspension.
- (iv.) Latest Status of blacklisting/banning/Debarring/ Suspension.

Signature of Authorized Signatory

Annexure 'D'

ANNUAL TURNOVER STATEMENT

The average annual turnover of M/s.....(Name of Firm).....and address
.....for the past three years are given below and certified that the statement is true and correct:-

It is further certified that the Annual Turnover Statement has been prepared strictly as per returns filed with Taxation Department for the Financial year 2021-22 , 2022-23 and 2023-24 and shall be responsible, if any variation/discrepancy is found during evaluation /later stage.

Sl. No. Lakhs(Rs.)	Financial Years	Turnover in
1.	2021-22	
2.	2022-23	
3.	2023-24	
	Total Lakhs	- _____
Average gross annual turnover Lakhs		_____

Note :

1. To be prepared strictly as per returns filed with the taxation department and should be supported with returns filed for the last three financial years.
2. The turnover should be supported by the balance sheets of the respective years.
3. The Certificate issued by Taxation Department shall also be considered for turn over certification.
4. **The bid(s) not falling under the Annual Turnover clause shall be out rightly rejected.**

Date
Signature of the bidder

Signature of Auditor/Seal

Chartered Accountant
(Name & Address.)

Annexure 'E'**STATEMENT OF PERFORMANCE**

I/We..... (Name of bidder.....) do hereby certify that we have supplied / rendered..... (Name of equipment / Service.....) as per details given below:-

Financial year	Work order placed by [full address of purchaser with telephone & fax no.]	Order No. and date	Description of work	Date of Completion of delivery		Remarks indicating reasons for late delivery, If any
				As per contract	Actual	
2021-22						
2022-23						
2023-24						

1. It shall be submitted with technical bid and the above information should be verifiable from relevant documents of the bidder.
2. Firm should have market standing of providing similar services in last three financial years.(If applicable)
3. In case of supply of imported item(s), the suppliers may be asked to furnish a certificate and other information to the effect that the firm has completed all the formalities including bill of entries in custom in connection with import of the item in question. (If applicable)

Place:
Dated :

Signature of bidder with Seal

Annexure 'F'

Statement of No. of Employees

(On Non Judicial Stamp Paper worth Rs.100/- attested by Notary Public
&submitted with Technical Bid)

- i. Manpower status and details

(Name)

Signature of Bidder with Seal

Annexure 'G'

Pre-Stamp Receipt under)

(To be submitted with Technical Bid)

We have received FDR/ CDR/ BG No.
.....dated.....for an amount of Rs.10.00 Lakhs
(Rupees Ten Lakhs only) towards our Earnest Money Deposit from the Managing
Director, J&K Medical Supplies Corporation Limited, Jammu, J&K submitted in
reference to e-Bid No.: dated:

Signature of Authorized Signatory

Place: Date:

Name of Signatory

Designation with seal

Annexure 'H'

Consolidated Contract Completion Report

To,

Managing Director
J&K Medical Supplies Corporation Ltd.

Name of Firm: M/s

Rate Contract No &Date:

S. No.	Work/ Supply Order		Ordered Qty.			Stipulated date of Completion of supplies / Actual date of receipt	Actual Supply		Qty. (Services) Remained unsupplied		Date of Expiry of guarantee period	Pending Complaint of defect in material	Remarks/ comments of Consignee or- performance
	No.&Dt.	Amount (Rs.in Lacs)	Consignee	Item / Service	Qty. (in unit)		Quantity (in unit)	Quantity (in unit)	Reasons				
1	2	3	4	5	6	7	8	9	10	11	12	13	14

Name of Item / Service:

Please also comment on comprehensive annual maintenance contract date & present status.

(Signature of Seal of Firm)

NOTE:-

1. Column no.1to14 are to be filled by firm and shall be submitted to the JKMSCL.
2. The information filled in by firm shall be corrected, completed and verified by Consignee/Purchase Officer, wherever required.
3. Attach separate sheets whenever necessary. Fill the details as applicable.

Annexure 'I'

Acceptance Certificate / Declaration

(On Non Judicial Stamp Paper of Rs.100/-)

I/We M/s represented by its Proprietor/ Managing Partner/Managing Director having its Registered Office at do hereby declare that-

1. I/we have carefully read all the conditions of e-bid no.Dated.....including all the amendments for Operation & Maintenance of Ambulances(108,102 and JSSK)and accept all clauses, conditions, any addendum thereof, and descriptions of the RFP document without any change, reservations and conditions;
2. I/We have carefully examined and conform to all the parts of the RFP documents and have obtained all the requisite information affecting this proposal and am/ are aware of all conditions and difficulties likely to affect the execution of the agreement;
3. I/We hereby propose to implement the project as described in the RFP document in conformity with the conditions of agreement and the technical aspects as indicated in this RFP;
4. I/ We possess the necessary professional, technical, financial and managerial resources and competence required by the bidding document issued by the JKMSCL;
5. I/We are not insolvent, in receivership, bankrupt or being wound up, not have my/ our business activities suspended and not be the subject of legal proceedings for any of the foregoing reasons;
6. I/We do not have, and our directors, members, trustees, associates, subsidiaries and/or officers not have, been convicted of any criminal offence.
7. I/We do not have a conflict of interest as specified in the bidding document, which materially affects fair competition;
8. the contents at annexure(A) to (L) and other documents are true and correct to the best of my knowledge and nothing has been concealed therein;
9. JKMSCL may forfeit Earnest Money Deposit and or Security Deposit and debar me/ us for a period specifying in orders, if any information/ document furnished by us is proved to be false/ fabricated at the time of inspection and not complying with the terms and conditions of the bid document as presented in e-bid, Annexure and other relevant documents.

Date &Place:

Signature & Seal of bidder

Name & Address:

Note: To be attested by the Notary

Annexure 'J'

Memorandum of Appeal

Appeal no..... of.....

Before the..... (appellate authority)

1. Particulars of appellant:

(i) Name of

the appellant:

(ii) Official

address, if any:

(iii)

Residential address:

2. Name and address

of the respondent(s):

(i)

(ii)

(iii)

3. Number and date of the order appealed against and name and designation of the officer/authority that passed the order(enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:

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

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

6. Ground of appeal:

.....

.....

.....

.....

..... (supported by an affidavit)

7. Prayer:.....

.....

.....

Demand Draft of Rs..... bearing No.
.....dated

as appeal fees

Place.....

Dated

Appellant's signature

Annexure-K
LETTER OF ACCEPTANCE

M/s.....
.....

Sub: Acceptance of the bid rates for the service
Ref :-Your bid no.dated

1. Service(s) as per schedule enclosed/noted/is/are approved in your favour against the rate(s) quoted by you in the above mentioned bid. According to the terms & conditions of the bid it is necessary to execute an agreement in the prescribed form enclosed, on a non judicial stamp paper of Rs.and furnish the requisite amount of performance security. The amount of performance security calculated on the basis of the approved items and indicative quantity mentioned in the bid from works out to(..... only)
2. The performance security shall be furnished to Jammu and Kashmir Medical Supplies Corporation Limited through bank draft payable at Jammu.
3. All terms and conditions of the bid document shall be an integral part of the contract. You are informed to return the agreement form along with schedule of rates for approved service(s) in duplicate duly filled in and signed by you with signature and addresses of two witnesses below signature at the appropriate place mentioned in the agreement form. The copies of the agreement form must be send duly completed in all respect along with the amount as mentioned above falling which it will be treated as a breach of the terms and conditions of the bid and it will also be presumed that you are not interested in entering into the contract and approval of the rates shall be cancelled without notice or any reference.
4. The list of approved service(s) may be checked and in case there is any difference between your offer and the approved rates, the same may be intimated immediately, failing which it will be presumed that it is correct as per your offer and technical specification.
5. The firm shall furnish consolidated statement of supplies / services made to JKMSCL by the 10th of the next month as per terms of conditions.
6. Please note that self attested/notarized copies of documents shall be considered valid. If photo copies are submitted, than at the time of signing the agreement, the firm shall bring original documents for confirmation.
7. Also please arrange to furnish the following documents required under the terms and conditions of the bid failing which the agreement will not be executed and the failure would lie at your part
 - (i) **The original copy of bid document signed on each page, which has been uploaded on e-procurement portal.**
8. You are therefore; requested to please complete the above formalities within 15 days from the date of issue of this letter. The duly signed duplicate copy of the agreement will be returned to you for reference.

Encl.: 1. Agreement form
2. Schedule of Rates
3. CMC format, if applicable
Any other

Managing Director
Jammu and Kashmir Medical Supplies Corporation Limited

Annexure-L

Agreement

This Bi-party Agreement is executed on this ____ day of ____ 2024 among the following:

- i. The Jammu and Kashmir Medical Supplies Corporation Ltd. JKMSCL (1st Party) through its General Manager _____ herein after called party of first part) which expression shall, unless repugnant to the context, include its successors and assigns).
- ii. The (2nd Party) _____ through its herein after called party of 2nd part) which expression shall, unless repugnant to the context, include its successors and assigns).

WHEREAS JKMSCL (1st Party) enter into this Agreement with (2nd Party _____) having its registered Office _____)

Scope of Work:

JKMSCL intends to operate a professionally managed ambulance service for outsourcing & operation of Basic Life Support (BLS) ambulances, Advance Life Support (ALS) & ambulances of JSSK:

S. No.	ALS	BLS	JSSK	Total
1	139	64	300	503

Broad scopes of services include operation & maintenance of ambulances as mentioned above including associated activities in designated zones within the Union Territory of Jammu and Kashmir. Scope of work is mentioned below for which bidder(s) has to quote separately:

Opex:

- c. Operationalization of 139 Advance Life Support Ambulances (ALS) & 64 Basic Life Support Ambulances under toll free no. 108, specifying running cost per ambulance which includes provision of Human Resources including drivers, paramedics, running and maintenance cost of these ambulances 24x7 basis, medical consumables, insurance, RTO, vehicle fitness and associated operational costs; Operationalization & Maintenance of call-center (toll free) for effective management of ambulance services including deployment of these at strategic locations across the UT; and 300 JSSK Ambulances under toll free no. 102 for call centre management/facility.
- d. Running/ Integration of call-center for 102, 108 ambulances already equipped with GPS device through call center.

- e. Initially, Rate Contract shall remain in force for a period of five years subject to annual review by the Health & Medical Education Deptt., J&K. Term of Contract will be extendable for another Five years, subject to successful satisfactory completion of initial period of five years. Decision of Health & Medical Education Deptt. shall be final and binding.
- f. Provide trained manpower and specified medical equipment and treatment that will stabilize the patients and then transport them to the nearest Government/ Govt. aided/ Army Hospitals within the shortest reasonable possible time.
- g. Ensure normal response time as given under the Clause Operational Parameter and Penalty.
- h. The above-mentioned number of vehicles is indicative and may substantively increase/ decrease during the contract period.

Performance Security:

5% of 1st year operational cost in the form of Bank Guarantee and to be valid up to six months after date of expiry of contract period.

Agreement Period:

Rate Contract shall remain in force for a period of five years subject to annual review by the Health & Medical Education Department, J&K. Rate Contract may be further extendable by another five years, subject to successful satisfactory completion of initial period of five years. Decision of Health & Medical Education Department, J&K shall be final and binding.

Forfeiture of Earnest Money:

The earnest money shall be forfeited when the bidder:

- i. Withdraws or modifies the offer after opening of tender but before acceptance of tender.
- ii. Fails to execute the agreement, if any, prescribed within the specified time or extended time by competent authority on the request of the Bidder.
- iii. Fails to deposit the security money after the work order is given.
- iv. Fails to commence the work order within the time prescribed.
- v. Fails to submit samples of quoted item on demand or extended time by competent authority.
- vi. Violates any terms & conditions of the tender document.

Preferential Treatment:

It may be noted that the corporation does not undertake to assist in the procurement of raw material whether imported or controlled as well as restricted and as such the Bidder must offer their rate to execute the work order of the specific items from own quota of stock by visualizing the prospect of availability of raw material needed. Any of the above points if taken, as argument for non-execution /delayed period will not be entertained.

Warranty Clause:

Comprehensive warranty period (except consumables) for at least five years on AC, Medical equipment/ all assemblies and other equipments from the date of delivery of the said AMBULANCES shall be responsibility of the firm supplying the ambulance. The approved firm is responsible to coordinate with the respective agencies for the ambulances covered under warranty period.

In case of machinery and equipment, warranty shall have to be given that the Tenderer shall during the warranty period replace parts if any and remove the manufacturing defect if found during the above period so as to make the machinery and equipment operative. The Tenderer shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect etc.

In case of machinery and equipment specified by the Purchase Officer the Tenderer shall be responsible for carrying out annual maintenance and repairs on the terms & conditions as may be agreed. The Tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and the equipments whether under their annual maintenance and repairs contract or otherwise. In case of change of model he shall give sufficient notice to the Purchase Officer who may like to Purchase spare parts from them to maintain the machinery and equipment in perfect condition.

JKMSCL may adopt, as deemed fit, CMC as per Comprehensive Equipment Maintenance Programme of Govt. of India.

Marking:

All non-consumable articles (except glass or imported articles) like instruments, equipment and others accessories etc. shall be embossed with "JKMSCL" and Logogram or as mentioned in work order in English without which the supply shall not be entertained.

Security Deposit & Agreement:

All firms whose offers are accepted will have to deposit a security equal to five per cent (5%) of the yearly total value of approximate quantity as per tender catalogue in favor of FA/CAO, JKMSCL at the time of agreement, which shall be renewed every year before the expiry of the earlier deposit, until the end of the contract period.. The security amount shall in no case be less than the earnest money.

The earnest money of successful Bidder shall be returned or be adjusted toward Security Deposit (SD) and balance shall be given in the form of CDR/ FDR/ Bank Guarantee favoring FA/CAO, JKMSCL.

The security deposit shall be refunded after six months from the date of expiry of the contract or satisfactory completion of contract, whichever is

later and after satisfying that there are no dues outstanding against the Bidder.

It is to be noted that previous earnest money/security deposit, on account any previous tenders, even if lying in JKMSCL, shall not be considered towards this contract and therefore fresh security deposit should be furnished.

The purchase/work orders shall only be placed after deposition of appropriate amount of Security Deposit (SD) and its adjustment orders by the Corporation.

The department will pay no interest on security deposit/Earnest money deposit.

Successful Bidders shall have to execute an agreement on a Non Judicial Stamp Paper Rs.100/- (as mentioned in Offer letter) in the prescribed form with the JKMSCL and deposit security for the performance of the contract within **21 days** from the date of acceptance of offer/ LoI communicated to him through e-mail/ fax/ courier, etc. whichever is earlier. However, JKMSCL may condone the delay in execution of contract by the Bidder. The expenses of completing and stamping the agreement shall be paid by the Bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement. The validity of rate contract under this agreement shall be initially for a period of five years from the last day of the month of agreement execution, which may be further extendable by another five years based on the past performance of the initial contract.

Work Orders:

Work order shall be placed to the approved bidder only (not Agents/Suppliers/Distributors etc.) *by JKMSCL*, through e-mail/fax/registered/ speed post. Date of receipt of e-mail/ fax/ registration at post office, whichever is earlier, shall be treated as date of work order for calculating the period of execution of job orders.

Termination for default: The right to cancel the work orders rests only with the Managing Director, JKMSCL.

Terms of Payment:

- f. **Payments shall be paid centrally from the JKMSCL Corporate office.**
- g. No advance payments shall be made to the approved bidder.
- h. **Payment in respect of operational expenses of ambulances shall be released immediately on submission of invoices on monthly basis based on performance evaluation reports from nodal officers of the concerned Directorates.**

- i. Payment shall be made by RTGS. Expenses on this account, if any, shall be borne by the firm.
- j. All bills/ invoices should be raised in triplicate in the name of the authority concerned.

Recoveries

- iii. Recoveries of liquidated damages, breakage, rejected articles shall ordinary be made from bills. Such amount may also be recovered from any other untied dues & security deposits available with department. In case recovery is not possible, recourse will be taken under the law in vogue.
- iv. Any recovery on account of L.D. charges/risk & cost charges in respect of previous rate contracts/work orders placed on them by the corporation, can also be recovered from any sum accrued against this tender after accounting for untied sum or due payment sum lying with corporation against previous rate contracts/work orders. Firm shall submit details of pending amount lying with corporation but decision of Managing Director, JKMSCL regarding authenticity of sum payable shall be final.

Periodic Inspections:

The Technical committee constituted for the purpose, if deemed fit, shall carry out periodic inspection of ambulances at random basis.

Response Time

- i) Trip: From Ambulance base location to Scene of incidence (nearest motorable accessible point) to Hospital and Back to Base to be considered as 1 Trip.
- j) In case ambulance is dispatched and caller left at his own arrangement, will also be considered as trip
- k) Average will be counted considering entire month operation, entire fleet count and for the state.
- l) Average 10% ambulance downtime allowed to support preventive maintenance
- m) A life of ambulance may be considered as 10 Years and or 4 Lakh Kilometers, whichever is later.
- n) In case Govt. of J&K engage ambulance, 0-12 hr for VVIP duty or any other specific duty, out of normal duty, will allow 2 Trips and more than 12 Hr and up-to 24 hr will be allowed 3 Trips. This will be allowed for the calculation of average trip count.
- o) Any delay in adhering to the Response Time and Patient Transport Times standards shall be recorded and reported by the Operator to respective Directorates of Health Services, Jammu/ Kashmir as well as JKMSCL and proportionate deductions shall be effected from the monthly bills. In case of reason beyond the control of operator, the penalty will not be levied with satisfactory and reasonable explanation.

p) Penalties to be imposed.

Description of Penalty	Penalty to be imposed
Permissible Average Response Time : Urban- 20 min Rural- 30 min (In case of inter-district and inter-state, the above timeline is not applicable)	An amount equal to Rs. 10000 will be levied as a fine for each minute delay beyond the average permissible response time which will be calculated considering the average of response times of all the ambulances for the entire month.
Average Ambulance uptime should be minimum 90%	Rs. 5000 per day per ambulance for each of the ambulance not operational.
If during ongoing supervision and monitoring, even a single item of medical consumables/supplies is found unavailable/is of beyond expiry/non functioning of equipment	Rs. 2000/- for each default

Response Time calculations shall be calculated as:

- g) Time of Call Received- shall be defined as the time at which the ERC has received a call through telephone or any other source (fire service, police).
- h) Time of Arrival on Scene – shall mean the time at which an ambulance crew (the pilot) notifies the ERC that the ambulance has reached the nearest accessible motorable point to the Patient.
- i) Response Times for Urban, Rural and Tribal areas respectively, are as given below: Urban - 20 min; Rural - 30 min.
- j) In case of multiple response i.e. more than one vehicle arriving at the scene, the response time shall be recorded for the first vehicle arriving on scene.
- k) Response time standards may be suspended in case of a multi casualty incident or disaster in case Department calls on the vehicles to aid and for interstate transfer.
- l) Response time will be the time from the end of emergency call at the call center to the time the ambulance has reached the nearest accessible motorable point to the Patient.

Warranty Clause:

- v. Comprehensive warranty period (except consumables) for at least five years on AC, Medical equipment/ all assemblies and other equipments from the date of delivery of the said AMBULANCES shall be responsibility of the firm supplying the ambulance. The approved firm is responsible to coordinate with the respective agencies for the ambulances covered under warranty period.
- vi. In case of machinery and equipment, warranty shall have to be given that the Tenderer shall during the warranty period replace

parts if any and remove the manufacturing defect if found during the above period so as to make the machinery and equipment operative. The Tenderer shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect etc.

- vii. In case of machinery and equipment specified by the Purchase Officer the Tenderer shall be responsible for carrying out annual maintenance and repairs on the terms & conditions as may be agreed. The Tenderer shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and the equipments whether under their annual maintenance and repairs contract or otherwise. In case of change of model he shall give sufficient notice to the Purchase Officer who may like to Purchase spare parts from them to maintain the machinery and equipment in perfect condition.
- viii. JKMSCL may adopt, as deemed fit, CMC as per Comprehensive Equipment Maintenance Programme of Govt. of India.

Rates and Comparison of Rates:

Only net rates should be quoted. No Separate free goods or cash discounts should be offered. Rate must be valid for the entire period of the contract and must be offered conforming to the following:

- vii. Rates must be offered net only against the specified packing of the items. The net rate must be inclusive of all charges by way of packing, forwarding, incidental or transit charge including transit insurance and any other levies or duties etc. charge on the product except **GST**. If rates are quoted giving any free goods quantity or cash discounts the same shall not be considered.
- viii. Any surcharge prevailing on the date of submission of the rate must be included in the net rate and should also be shown separately. In the event of any subsequent variation (increase or decrease) in **GST/Surcharge** by the government (State/UT or Central) the same shall be modified accordingly.
- ix. If the prices of item found same from two or more bidders then the bidder scoring highest combined score shall be awarded the work. In case the scores also being equal, the successful bidder shall be selected in the following order of precedence - a) having highest average annual turnover in last 3 financial years, b) bidder having highest net-worth in last financial year or c) bidder with highest manpower on roll.
- x. Bidder shall exercise all due diligence at their own level regarding applicability of taxes, duties and fees etc. for the unit of supplies as specified in the tender and accordingly include in their quote. Any additional/extra claims over and above the rates agreed pertaining to taxes, duties and fees etc. shall not be entertained on account of whatever reasons may be.
- xi. Bidder shall sign with seal on every page of the tender form and Terms & Conditions in token of his acceptance of all the Terms &

Conditions of the tender and return the same along with tender. He should also sign at the bottom of each page of the original tender catalogue, Non-receipt of terms and conditions duly signed with the tender shall render the tender to be rejected.

- xii. Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, shall render the tender to the rejection without notice.

Rejection:

- viii. Articles not as per specification/ or not approved shall be rejected by the Corporation and shall have to be replaced by the supplier firm at its own cost within the time limit fixed by the corporation.
- ix. All the stores supplied shall be of the best quality and conforming to the specification, trademark laid down in the schedule attached to agreement and in strict accordance with and equal to the approved, standard, samples. In case of any material of which there are no standards or approved samples, the job shall be of the best quality to be substantiated by documents. The decision of MD, JKMSCL as to the quality of stores be final and binding upon the Bidder. In case any of the article supplied are not found as per specification or declared sub- standard/ spurious, they shall be liable to be rejected and any expenses of loss caused to the supplier as a result of rejection of supplies shall be entirely at his account.
- x. If, however, due to exigencies of Government work/ interest such replacement either in whole or in part is not considered feasible, the prices of such articles will be reduced suitably. In cases where material has been used & some defect are noticed then the firm can be allowed to rectify/ replace defects in portion of such defective material. The prices fixed by MD, JKMSCL shall be final.
- xi. The rejected materials must be removed by the firm, within 15 days of the date of intimation of rejection. The officials concerned will take reasonable care of such material but in no case shall be responsible for any loss, damage, shortage that may occur while it is in their premises.
- xii. No payment shall be made for defective materials. However, if payment has been made, then defective material shall be allowed to be removed only after the firm replaces material as per specifications, duly inspected. If the payment has not been made, the firm may be allowed to remove the material without prior replacement (provided firm has deposited Security money as per condition no. 16). Joint inspection of defective material may be carried out as required by the corporation. However sample of ISI marked material found defective shall be kept by consignee for reference to BIS.
- xiii. In case firm wants to take back material to their works for rectification then firm has to deposit payment received against such defective supplies. In case supplier firm has not received any

payment then material be returned to supplier firm for rectification, provided the firm has deposited required security deposit as per contract.

- xiv. The Bidder shall be responsible for the proper packing and delivery of the material to the consignee. In the event of any loss, damage, or breakage, leakage or shortage, the Bidder shall make good the loss and shortage found at the checking of the materials by the consignee. No extra cost on such account shall be admissible.

Price eligibility:

Price Escalation or Price Variation of 8% year on year shall be applicable or considered for the purchases made under this tender or agreement. For example, if an item is supplied for Rs. 100 during the first year, then for second year the rate for supply will be Rs. 108 and later the same item is supplied in the third year, then the item in the third year will be supplied for Rs. 116.64 and so on. However, the provisions provided for tax variations are exclusive to this clause, which shall be paid at actual as applicable, during the time of invoicing.

Likewise, the **operational cost** will be subject to Price Escalation or Price Variation of 8% year on year from the date of submission of bid, irrespective of the start date of contract. Similarly, upon introduction of any new ambulance during the tenure of contract, the escalated rate for that particular year (after application of Price Escalation or Price Variation of 8% year on year from the date of submission of bid) towards operational expenses will be applicable for the newly introduced ambulances All other taxes, including GST, if applicable shall be paid at actual as applicable from time to time.

Subletting of Contract:

Subletting or assigning contract to third party is prohibited. In the event of Bidder violating this condition, the Managing Director, JKMSCL shall be at liberty to place the contract elsewhere on the Bidder's account and at his risk. The Bidder shall be liable for any loss or damage, which the Government may sustain in consequence or arising out of such replacement of the contract.

Modifications:

JKMSCL reserves the right to relax or change/ modification in terms and conditions including scope of work in the exigency excluding fundamental changes. In case of such urgency the terms & conditions shall be got approved from the Board of Directors of JKMSCL, J&K as the case may be. However, basic conditions of the agreement shall not be modified.

Responsibility of Successful Bidder:

- i. Operation and management of the Emergency Response Services under toll free number 108, JSSK ambulances under toll free number 102 ambulances in the Union Territory of Jammu and Kashmir within permissible response Time of Urban - 15 min, Rural - 30 min (for ALS & BLS ambulances) from the time of the end of emergency call being received in the Call Centre. (Response time means the period between the time of the end of emergency call received from caller in distress and ambulance reach time at the nearest accessible motorable point from incident/ accident place).
 - ii. To ensure that there shall be no discontinuation/ interruption in the services.
 - iii. Upgradation and operationalization of Call Center.
 - iv. **Reporting and maintenance of the database that is generated through operation, maintenance and management of 102/108 and Centralized Call Centre. To maintain records and submit various reports and information within the stipulated timeframe to the Directorate of Health services, Jammu/ Kashmir.**
 - v. To ensure uninterrupted functioning of the call center 24x7 and overall Emergency Response Services provided by the project.
 - vi. Integration of GPS with existing ambulances with the call center as well as ambulances which may be included in the fleet during the tenure of the contract.
 - vii. To bring own software/take over existing software to manage and operate the hardware of the existing project, which shall ultimately be surrendered to the Government at the end of the contract with transfer of license to use by the Government.
 - viii. Training and Deployment of adequate qualified personnel as per requirement of the project in State Office, field staff, Call center employees, Doctors, Emergency Management Technicians, Drivers and other required staff for running the Project efficiently. Training norms/ courses for EMTs/ Pilots/ technical personnel shall be duly approved by the Government.
 - ix. Operate and manage further scaling up of the project
 - x. Medical/ Non-medical consumables shall be made available in the ambulances at all times.
 - xi. Provide technological, leadership, administrative and managerial support in open and transparent manner to produce mutually agreed outcomes.
 - xii. a) Performance of the activities and carrying out its obligations with all due diligence, efficiency and economy in accordance with the generally accepted professional techniques and practices.
- c. Observance of sound management practices, employing appropriate advanced technology and safe methods.
 - d. In respect of any matter relating to the agreement, always act as faithful partner to the Government and shall all times support and safeguard the Government's legitimate interests in any dealing with the contracts, sub-contracts and third parties.

- xiii. Shall not accept for his own benefit any commission, discount or similar payment in connection with the activities pursuant to discharge of his obligations under the agreement, and shall use his best efforts to ensure that his personnel and agents, either of them similarly shall not receive any such additional remuneration.
- xiv. Bidder is required to observe the highest standard of ethics and shall not use 'corrupt/ fraudulent practice'. For the purpose of this provision, 'corrupt practice' means offering, giving, receiving or soliciting anything of value to influence the action of a public official in implementation of the project and 'fraudulent practice' means misrepresentation of facts in order to influence implementation process of the project in detriment of the Government.
- xv. Recruit, train and position qualified and suitable personnel for implementation of the project at various levels. The staff so engaged/ recruited/ appointed shall be exclusively on the pay rolls of the bidder and shall under no circumstances this staff will ever have any claim, whatsoever for appointment with the Government. Bidder shall not assign or sublet his contract or any substantial part thereof to any agency.
- xvi. The bidder shall be fully responsible for adhering to the provisions of various laws applicable on them including **Labour laws and Minimum Wages Act**. In case the bidder fails to comply with the provisions of applicable laws and thereby any financial or other liability arises on the Government by Court orders or otherwise, the bidder shall be fully responsible to compensate/indemnify to the Government for such liabilities. For realization of such damages, Government may even resort to the provisions of Public Debt Recovery Act or other laws as applicable on the occurrence of such situations.
- xvii. Conduct training programs for paramedics, doctors and other academic activities (workshops/ seminars) as required for governmental doctors and others on the request of the Government (Government to bear expenses on such Training/ workshops/ seminars).
- xviii. Strive for continuous improvement in management of Emergency Response Services and shall ensure proper and timely monitoring of the services.
- xix. Strict adherence to the stipulated time schedules for various activities.
- xx. Operation and Maintenance of fully equipped all Ambulances as per the vehicle manufacturers maintenance schedules throughout the life of the agreement to prevent any structural or functional deterioration of the assets handed over to the bidder according to the guidelines laid down by the Government.
- xxi. Ensuring proper and timely monitoring of the services.
- xxii. Selected bidder shall ensure that the ownership of Government of Jammu and Kashmir in assets created out of Government Fund is protected.

- xxiii. Responsible for compliance of the Statutory requirements under any law in force. The bidder shall be held responsible in case of any penalty, loss or other legal consequences arising out of non-compliance.
- xxiv. Shall upgrade the established building/ space to set up Call center and office for support team.
- xxv. Shall establish Toll Free Number 102/108. Shall engaged staff for running call centre who should be multilingual having knowledge of Hindi, English, Urdu, Dogri & Kashmiri.
- xxvi. Within one month from the effective date, the operator shall be responsible to establish, operate, manage and maintain the exclusive 102/108 Centralized Call Centre as per the specifications of the NIT.
- xxvii. The operator shall duly insure and maintain at all times adequate comprehensive insurance cover at its cost in regard to the Project facilities.
- xxviii. The operator shall ensure that a chart marking availability of all medical consumables in the Ambulance is maintained and updated by its manpower at all times.
- xxix. The operator shall provide online access information on Ambulances to the office of Director Health Services of both the Divisions i.e. Director Health Services Jammu, Director Health Services Kashmir and Mission Director NHM with one screen each for real time monitoring.
- xxx. The operator shall bear all the installation expenses including recurring expenses for the usage of 102/108 toll free number for the purpose of this project.
- xxxi. The setting up, renting, maintenance and management of call centre premises shall be the responsibility of the operator and should be factored into the bid amount quoted by operator.
- xxxii. Operation, Maintenance and Configuration of all necessary equipment / components including the GPS device, sensors for the purpose of Vehicle Tracking & Management in the vehicles.
- xxxiii. Maintenance of the complete setup including web application, GPS unit along with all components (including sensors) and its wiring for each vehicle during the contractual period.

Role of the Directorates of Health Services, Jammu/ Kashmir:

- a. Directorate of Health Services, Jammu/Kashmir shall make arrangements to provide BLS/ALS/Critical Care Ambulances and also may add ambulances depending on future requirement.
- b. Director Health Services Jammu/Kashmir shall deploy the Ambulances after getting them registered with authority. The Director Health Services Jammu/Kashmir shall made reasonable distribution/deployment of these ambulances in the field under an intimation to Administrative Department
- c. IEC activities of the project shall be the joint responsibility of successful bidder and the respective Directorates of Health services, Jammu/ Kashmir.

- d. Non-consumable items shall become assets of the project which will have to be handed over to the Directorate of Health Services, Jammu/ Kashmir on termination/ completion of the project. Proper records of such assets will be maintained in the project accounts by the bidder.
- e. Directorate may from time to time appoint and reconstitute appropriate committees and agencies, to monitor and coordinate the work and services of the operator and undertake various studies, investigation, inquiries, verifications etc as may be considered appropriate.

Monitoring & Evaluation:

- a) Mission Director, NHM shall be Nodal Authority as well as funding agency for running 102/108 Ambulance Services which have been fitted with the GPS.
- b) Director Health Services Jammu/Kashmir shall deploy the Ambulances as per the schedule prepared for the smooth functioning of the services. The Director Health Services Jammu/Kashmir shall made reasonable distribution/deployment of these ambulances in the field under intimation to Administrative Department.
- c) Govt. of J&K/ JKMSCL reserves the right to constitute any mechanism for effective monitoring and the Service Provider shall be bound to incorporate the directives with respect to the monitoring of the project.

Responsibility of JKMSCL:

- a. JKMSCL shall provide appropriate assistance where required.
- b. Arrange settlement of claims at the agreed terms in accordance with the provisions of the agreement.
- c. **JKMSCL shall ensure that all the ambulances added at later stages will be registered and appropriate warranties are taken, before the possession of the same is provided to the operator.**

Operation and Maintenance:

During the "Agreement" Period, selected bidder shall comply with the provisions of this "Agreement", applicable Laws and applicable Permits, and conform to Good Industry Practice. The obligations of successful bidder inter-alia shall include:

- a. Providing round-the-clock response to medical emergencies as per the Performance Standards / SoP defined and forming part of the "Agreement" during normal operating conditions;
- b. Carrying out periodic preventive maintenance of the Project Facilities;
- c. Undertaking routine maintenance to ensure uninterrupted operation of the Project Facilities;
- d. Undertaking major maintenance such as ambulance repairs (as per vehicle manufacturers recommended maintenance

- schedules) and refurbishment of IT Infrastructure and other equipments;
- e. Operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Project Facilities;
 - f. Maintain, in conformity with Good Industry Practice, all ambulances, equipment, software, building and furniture forming part of the Project Facilities.

Bio-Medical Waste Management Handling Rules:

The service provider (2nd Party) shall have to abide the Bio-Medical Waste Management Handling Rules. Any waste generated shall be handed over to concerned hospital to be disposed off as per the BMW Rules. Maintaining of log book and records shall be responsibility of successful service provider (2nd Party).

Investment and Ownership:

Non-consumable items shall become assets of the project which will have to be handed over to the Directorate of Health Services, Jammu/ Kashmir on termination/completion of the project. Proper records of such assets will be maintained in the project accounts by the bidder.

In case of ambulances, they have to be handed over in operative and road worthy condition along with the tools provided by the Directorate of Health Services, Jammu/ Kashmir in good condition; normal wear and tear is permissible. In case the Ambulance is found non road worthy then the ambulance shall have to be repaired at the risk and cost of the bidder. As per the condemnation policy of JKMSCL/J&K Government, the condemned ambulances shall be replaced, as per the requirement.

The list of the takeover items be also prepared and handing over/taking over of the existing items be done by the committee to be constituted by Director Health Services Jammu/Kashmir.

Termination/ Suspension of Agreement:

- a) JKMSCL may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:
 - i. Shall specify the nature of failure, and
 - ii. Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- b) JKMSCL after giving 15 days clear notice in writing expressing the intention of termination by stating the ground/ grounds on the

happening of any of the events (i) to (iv), may terminate the agreement after giving reasonable opportunity of being heard to the service provider.

- i. If the service provider do not remedy a failure in the performance of his obligations within 45 days of receipt of notice or within such further period as the Government have subsequently approve in writing.
- ii. If the service provider becomes insolvent or bankrupt.
- iii. If, as a result of other than force majeure conditions, service provider is unable to perform a material portion of the services for a period of not less than 60 days: or
- iv. If, in the judgment of the JKMSCL, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

Grievance/ Appeal:

- a. In case of any dispute, the decision of Managing Director, JKMSCL shall be final and binding. In any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to the Managing Director JKMSCL, J&K, who will appoint his senior most officer as sole Arbitrator of the dispute, who will not be related to this contract and whose decision shall be final and binding on both the parties. The Arbitrator shall deal with the grievance expeditiously, as possible and shall Endeavour to dispose it off, within thirty days from the date of its submission.
- b. If the officer designated as Arbitrator fails to dispose of the grievance filed within the period or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the Officer, appointed as Arbitrator, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a Appeal before Final Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the order passed by Arbitrator or of the date of receipt of the order passed by the Arbitrator, as the case may be.
- c. **Appeal not to lie in certain cases**

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

- i. Determination of need of procurement;
- ii. Provision limiting participation of Bidders in the Bid process;
- iii. The decision of whether or not to enter into negotiations;
- iv. Cancellation of a procurement process;
- v. Applicability of the provisions of confidentiality.

Jurisdiction:

All actions, legal proceedings and suits arising from or connected to this bid shall be subject to the exclusive jurisdiction of courts in Union Territory of J&K only.

Monitoring & Evaluation:

- a) Mission Director, NHM shall be Nodal Authority as well as funding agency for running 102/108 Ambulance Services which have been fitted with the GPS.
- b) Director Health Services Jammu/Kashmir shall deploy the Ambulances as per the schedule prepared for the smooth functioning of the services. The Director Health Services Jammu/Kashmir shall made reasonable distribution/deployment of these ambulances in the field under intimation to Administrative Department.
- c) Govt. of J&K/ JKMSCL reserves the right to constitute any mechanism for effective monitoring and the Service Provider shall be bound to incorporate the directives with respect to the monitoring of the project.

Saving Clauses:

In the absence of any specific provision in the agreement, the issue will be decided on mutual agreement.

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

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

Force Majeure:

- a. 102/108 -Ambulance Services as being emergency response services, the Operator shall not be allowed to suspend or discontinue Emergency Medical Services during occurrences of emergencies or Force Majeure Events. Provided, in such circumstances of emergencies and Force Majeure Event, if the Performance Standards are not complied with because of any damage caused to Ambulance vehicles or any of the Project Facilities or non-availability of staff, or inability to provide services in accordance with the Performance Standards as a direct consequence of such Force Majeure Events or circumstances then no penalties applicable for the relevant default in Performance Standards would be applied to such particular defaults. Provided further, unless the Force Majeure event is of such nature that it completely prevents the operation of Ambulances, a suspension of

or failure to provide Emergency Services on the occurrence of a Force Majeure event will be an Event of Default and Department may terminate this Agreement without any termination payment being made in respect thereof.

- b. On the occurrence of any Force Majeure Events or implementation of any disaster management operations or law and order emergencies, Department may give instructions to the Operator including requiring deployment of certain number of Ambulances in specific locations, in such circumstances, the Operator shall comply with such instructions and will be excused from adherence to relevant performance standards.
- c. The failure of a party to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of force majeure, provided that the party affected by such an event:-
- d. Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
- e. Has informed the other party as soon as possible about the occurrence of such an event.

Special Terms and Conditions:

Earnest Money Deposit, Tender Fees and Processing Fees shall be submitted before the scheduled date and time otherwise tender shall out rightly be rejected.

1. **Bidder shall have to quote for lumpsum cost per ambulance per month which should include the Human resource on the ambulances, the repair and maintenance of ambulance vehicle and medical equipment, fuel, insurance, fitness of the vehicle and medical equipment, branding, stickering, call center operations and maintenance loading on the ambulance, service provider's profit and administrative charges and any other associated cost required for the O & M of the ambulance.**
2. **Conditional tenders shall not be considered.**
3. **During breakdown of ambulance (Vehicle/Equipment/Machines) regarding fabrication work and other items supplied by the bidder, firm shall depute the engineer for immediate rectification of defect within 48 hours positively on site otherwise a sum equivalent to 0.25% of the O & M cost of per Ambulance per day shall be recovered from the firm as penalty from the date of intimation.**
4. **Bidders having proven capability to provide immediate after sale services shall be an important aspect during evaluation of bids. Bidders to provide exhaustive list of company service centers address/ contact in J&K or a suitable affidavit for such after sales service.**

5. Regular preventive maintenance of the Ambulance shall be provided by the firm during contract period.
6. The bidder should quote rates in Indian rupees (INR) only and payment shall be made in Indian rupees.
7. All certificates should be valid on the date of submission of tender & issuance of Rate Contract.
8. At least 90% phone calls received at the Centralized Call Centre should be answered within 20 seconds of the first ring/beep.
9. The call operator receiving the call will be required to identify the exact location of the caller, contact information and their proximity to the patient.
10. If it is an emergency case or not related to the scope of service of 102, the operator will transfer the call to 108, and vice-a-versa.
11. The setting up, renting, maintenance and management of Centralized Call Centre premises as well as VTMS will be responsibility of the operator and should be factored into the bid amount quoted by operator.

All other terms / conditions of the NIT not expressly mentioned in the agreement shall invariably form part of this Agreement and can be invoked as per the absolute discretion of JKMSCL.

Annexure-M

Essential Items/ Supplies (Consumables) required in ALS Ambulances

S. No.	Items
1	Immobilization Devices
1.1	Cervical Collars - Rigid for Children ages 2 years or older; Child and Adult Sizes (small, medium, large and other available sizes)
1.2	Head Immobilization Device - Firm Padding or commercial device; Not Sandbags
1.3	Lower Extremity (femur) Traction Devices - Lower extremity, limb-support slings, padded ankle hitch, padded pelvic support, traction strap (adult and child sizes)
1.4	Upper and Lower Extremity Immobilization Devices - Joint-above and joint-below fracture (sizes appropriate for adults and children), Rigid support constructed with appropriate material (cardboard, metal, pneumatic, vacuum, wood, or plastic)
2	Bandages
2.1	Elastic Bandages – Non-Sterile (various sizes)
2.2	Sterile Burn Sheets
2.3	Triangular Bandages - Minimum two safety pins each
2.4	Dressings - Sterile multi-trauma dressings (various large and small sizes), ABDs, 10"x12" or larger, 4"x4" Gauze Sponges or suitable sizes
2.5	Gauze Rolls - Various Sizes
2.6	Occlusive Dressing or equivalent - Sterile 3"x8" or larger
2.7	Adhesive Tape - Various sizes (including 1" and 2") hypo allergic, Various sizes (including 1" and 2") Adhesive
2.8	Arterial Tourniquet
3	Obstetrical Kit
3.1	Kit (Separate Sterile Kit) - Towel, 4"x4" Dressing, Umbilical Tape, Sterile Scissors or Other Cutting Utensil, Bulb Suction, Clamps for Cord, Sterile Gloves, Blanket
3.2	Other Items - Thermal Absorbent Blanket and Head Cover, Aluminum Foil Roll, or appropriate Heat-Reflective material (enough to cover newborn)
4	Miscellaneous Items
4.1	Infant Oxygen Mask
4.2	Infant Self-inflating Resuscitation bag
4.3	Neo-natal Blood Pressure cuff
4.4	Infant Blood Pressure cuff
4.5	Sphygmomanometer (Pediatric and Adult Regular and Large Size cuffs)
4.6	Adult Stethoscope
4.7	Length/ Weight based Tape or appropriate reference material for pediatric equipment sizing and drug dosing based on estimated weight
4.8	Thermometer with low temperature capability
4.9	Heavy bandage or paramedic scissors for cutting clothing, belts and boots
4.10	Cold Packs
4.11	Sterile Saline Solution for irrigation (1-Liter bottles or bags)
4.12	Blankets
4.13	Sheets (minimum 4), linen or paper, and pillows
4.14	Towels
4.15	Triage Tags
4.16	Disposable emesis bags or basins

4.17	Disposable bedpan
4.18	Disposable urinal
4.19	Wheeled cot
4.20	Patient Care charts/ forms
4.21	Lubricating Jelly (Water Soluble)
4.22	Flashlights (2) with extra batteries and bulbs
5	Infection Control (latex free equipments should be made available)
5.1	Eye protection – full peripheral glasses or goggles, face shield
5.2	Face protection – Surgical Masks
5.3	Gloves – Non-Sterile
5.4	Coveralls or Gowns
5.5	Shoe Covers
5.6	Waterless hand cleanser, commercial anti-microbial (towelette, spray, liquid)
5.7	Disinfectant solution for cleaning equipment
5.8	Standard sharp containers, fixed and portable
5.9	Disposable trash bags for disposing of bio-hazardous waste
5.10	Respiratory protection, e.g., N95 or N100 masks
6	Disassembly Tools
6.1	Wrenches
6.2	Screw Drivers (flat and Phillips head)
6.3	Pliers
6.4	Axes (pry, fire)
6.5	Ropes/ Chains
6.6	Reflectors/ flares
6.7	Hard hats
6.8	Fireproof Blanket
6.9	Leather Gloves
6.10	Jackets/ Coats/ Boots
6.11	Shovel
6.12	Lubricating Oil
6.13	Flood lights