

**Centralised Accident & Trauma Services**

**Government of NCT of Delhi**

**Tender Enquiry Document**

**For**

**Operation and Maintenance of CATS  
Ambulance Service**

**March- 2019**

## Disclaimer

The information contained in this Tender document or subsequently provided to Bidder(s) or Applicants whether verbally or in documentary form by or on behalf of Centralised Accident & Trauma Services (CATS), Government of National Capital Territory of Delhi (GNCTD) or (referred to as "CATS Representatives"), is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

This Tender document is not an agreement and is **not** an offer or invitation by CATS or its Representatives. The purpose of this Tender document is to provide the Bidder(s) with information to assist the formulation of their Proposal. This Tender document does not purport to contain all the information that a Bidder may require nor can it be construed to provide any authoritative statement of law. This Tender document may not be appropriate for all persons and it is not possible for CATS or CATS Representatives, to consider the investment objectives, financial situation and particular needs of each Bidder who reads or uses this Tender document. **CATS or CATS Representatives shall not have any liability in relation to any reliance placed by a Bidder upon the statements contained in this Tender document.** Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender document and where necessary obtain independent advice from appropriate sources. Neither CATS nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this Tender document. **CATS shall incur no liability under any law, equity, statute, rules or regulations or otherwise as to the accuracy, adequacy, reliability or completeness of the Tender document or in relation to any stage or part of this bidding process.** The statements and explanations contained in this TE Document are intended to provide a general understanding to the Bidders about the subject matter of this Tender document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Operator set forth in the Agreement or CATS's rights to amend, alter, change, supplement or clarify the scope of work, the concession to be awarded pursuant to this Tender document or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this Tender document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by CATS.

CATS reserves the right to reject any or all of the Proposals (as defined herein) without assigning any reason whatsoever. CATS further reserves the right, at its complete discretion and without assigning any reasons, to discontinue the Proposal to execute the Projects through the Bidder.

CATS may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this TE document.

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## NOTICE INVITING TENDERS (NIT)

**Tender Enquiry No. CATS/NCT/2018-19/**

**Dated:**

- (1) Centralised Accident & Trauma Services (CATS), An Autonomous Body of Govt. Of NCT of Delhi invites tenders from eligible and qualified bidders for operation and maintenance of CATS ambulance service as per the details mentioned below:

Sl. No.	Type of Ambulances	Estimated No. of Ambulances	EMD (in Rs.)
1.	Advanced Life Support Ambulances	09	Rs.50,00,000/-
2.	Basic Life Support Ambulances	108	
3.	Patient Transport Ambulances	83	

**(2) Tender Timelines**

Sl. No.	Description	Schedule
1.	Date of sale of Tender Enquiry Documents	03.03.2019
2.	Place of Sale of Tender Enquiry Documents	Tender Enquiry Document can be downloaded from the following website: <a href="http://www.delhi.gov.in/wps/wcm/connect/DoIT_Health/health/home/">http://www.delhi.gov.in/wps/wcm/connect/DoIT_Health/health/home/</a>
3.	Cost of the Tender Enquiry Document	Free of Cost
4.	Pre-Tender Meeting Date, Time and Venue	19.03.2019 at 03:00PM in the Chamber of Director CATS/Spl. Secy.-III (H&FW) Room No. 902, A-wing, 9 <sup>th</sup> Level, Delhi Secretariat New Delhi – 110002,(Ph-011-23392018 & 011-23860524 mob-8130496363 & 9870857272, email-id <a href="mailto:catsambulance@yahoo.com">catsambulance@yahoo.com</a> )
5.	Closing Date & Time for receipt of Tenders	09.04.2019 up to 04:00 PM
6.	Date and Time of opening of Technical Proposal	09.04.2019 at 05:00 PM
7.	Venue for Opening of Technical Proposal	CATS, H.Q. Bela Road, Near Vijay Ghat, Delhi-110006

- (3) The prospective bidders may obtain further information about these requirements from CATS (Hqr), Bela Road, Yamuna Pusta, Near Vijay Ghat, Delhi – 110006 during 10.00AM to 05.00PM on any working days.
- (4) All prospective bidders may attend the Pre-Tender meeting as per details (venue, date and time) indicated in Para-2 above.
- (5) Bidders shall ensure that their bids, complete in all respects, are to be physically submitted at office of Centralised Accident & Trauma Services (CATS), Government of Delhi, Bela

Road, Yamuna Pusta, Near Vijay Ghat, Delhi-110006 on or before the closing date and time indicated in the Para-2 above, failing which the bids will be treated as late and shall be treated as rejected.

- (6) In the event of any of the above mentioned dates being declared as a holiday/closed day for the purchase organization, the bids will be received/opened on the next working day at the appointed time.

**Director**

## Instructions to Bidder

### Section – I

#### 1. Definitions and Abbreviations

The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

##### 1.1 Definitions:

- (i) **“Purchaser”** means Centralised Accident & Trauma Services, Government of NCT of Delhi.
- (ii) **“Agreement”** shall mean the Contract between the Centralised Accident & Trauma Services (CATS), Government of NCT of Delhi and the Successful Bidder in accordance with the provisions of this Tender document.
- (iii) **“Bid”** Bid shall mean the Tender/Quotation/tender received from a firm/tenderer/bidder/company in response to this Tender document, in accordance with the terms and conditions hereof.
- (iv) **“Bidder”** shall mean those entities which are participating in the tendering process by submitting bids in response to this Tender document.
- (v) **“CATS”** shall mean Centralised Accident & Trauma Services, a society of Government of NCT of Delhi registered in Delhi.
- (vi) **“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 Tender if they have a relationship with each other, directly or indirectly through a common company/entity/Directors, that puts them in a position to have access to information about or influence the Bid of another Bidder.
- (vii) **“Effective Date”** shall mean the date of signing of agreement by both the parties.
- (viii) **“Earnest Money Deposit” (EMD)** means Bid Security/ monetary or financial guarantee to be furnished by a bidder along with its bid.
- (ix) **“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.
- (x) **“Letter of Intent”(LOI) or “Notification of Award” (NOA)** shall mean the letter to be issued by the Centralised Accident & Trauma Services (CATS) to the Successful Bidder(s) for Operation and Maintenance of CATS ambulances .

- (xi) **“Tender Enquiry (TE)”** shall mean this Tender document along with all formats and documents attached hereto and shall include Response to Queries, all modifications, amendments, alterations or clarifications thereto.
- (xii) **“Selected Bidder or Successful Bidder”** shall mean the Bidder selected by CATS pursuant to this Tender Enquiry for Operation and maintenance of CATS Ambulance Service.
- (xiii) **Performance Security** means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (xiv) **Day means** calendar day.

## 1.2 Abbreviations:

- (i) TE Document means Tender Enquiry Document
- (ii) NIT means Notice Inviting Tenders
- (iii) GIT means General Instructions to Tenderers
- (iv) SIT means Special Instruction to Tenderers
- (v) GCC means General Conditions of Contract
- (vi) SCC means Special Conditions of Contract
- (vii) BG means Bank Guarantee
- (viii) GST means Goods and Service Tax
- (ix) CATS means Centralised Accident & Trauma Services
- (x) H&FW Department means Health & Family Welfare Department
- (xi) GNCTD means Government of National Capital Territory of Delhi
- (xii) ALS Ambulance means Advanced Life Support Ambulance
- (xiii) BLS Ambulance means Basic Life Support Ambulance
- (xiv) PTA means Patient Transport Ambulance
- (xv) CMC means Comprehensive Maintenance Contract
- (xvi) CMVR means Central Motor Vehicle Rules
- (xvii) NPV means Net Present Value
- (xviii) HR means Human Resource

## 2. General

### 2.1 Introduction

- 2.1.1 Government of the National Capital Territory (NCT) of Delhi (GNCTD), acting through Centralised Accident & Trauma Services (CATS), intends to outsource the operation and maintenance of CATS ambulance services with an objective to provide the best possible medical transportation in Delhi. It is terms like the ‘Golden Hour’ and the ‘Platinum Ten Minutes’ that imply the importance of ‘Emergency Medical Services’ (EMS) all over the world. It is a well accepted fact that a patient who receives basic care from

trained professionals and is transported to the nearest healthcare facility within 15-20 minutes of an emergency has the greatest chance of survival. EMS is an essential part of the overall healthcare system as it saves lives by providing emergency medical care immediately.

- 2.1.2 The objective of the CATS is to provide a daily, round the clock pre-hospital emergency medical response (ambulance) services across the NCT of Delhi that would be accessible through a 24 hours toll free number (102). CATS ambulances are providing round the clock free ambulance service within Delhi to accident & trauma victims, Home to Hospital Care for medical emergencies, inter-hospital transportation for transporting patients, transporting pregnant women for delivery and post delivery (drop back to home), various deployments, etc. and its responsibility of the successful bidder to provide CATS ambulances for these calls and any other calls assigned by CATS Control Room.

The selected bidder would be responsible for managing the operation and maintenance of such number of CATS ambulances and its equipment initially for a period of 3 years which may be further extended for next two years on annual basis on same terms & conditions. The selected bidder would recover his costs through monthly charges quoted by them in their Price Bid/Financial Bid and agreed by CATS. Monthly charges would be disbursed by CATS to the selected bidder in accordance with the provisions of the Terms & conditions defined in the TE document subject to compliance of SLAs and after deducting penalties, if any.

The **Scope of the Work** of the Project including but not restricted to the following:

- The ambulances along with (any addition/deletion to the fleet in the respective category during the contract period) the zonal offices with all its infrastructure, Base Stations, etc. which are assets arranged by CATS from different government agencies will continue to be owned by CATS but handover to the selected bidder for operational purpose during the period of contract.
- The selected bidder shall ensure that all assets are maintained in working condition during the contract period and handed over back to CATS upon completion of contract period/termination of contract.
- Selected bidder shall operate, maintain and manage the operation of a fleet of approx. 200 ambulances (09 ALS, 108 BLS & 83 PTA), however CATS may increase/decrease the number of ambulances in any category (ALS/BLS/PTA) before the award of contract or during the contract period. The operation, maintenance and management standards that have to be adhered to by the selected bidder shall be as per the details in the contract.
- Selected bidder shall be responsible to undertake all measures for compliance with applicable law like insurance, annual fitness, Pollution under Control Certificate, licenses, etc. required for operation of the ambulances.
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- The selected bidder shall start the operation and maintenance of CATS ambulances within **30** days from the date of signing of contract with CATS.
- The selected bidder shall recruit requisite number of ambulance manpower as per the qualification and training as specified in the TE document.
- Operation and maintenance of CATS ambulance services as per the principles laid down by CATS and in accordance with applicable rules and regulations during the contract period.
- The selected bidder shall render free services to specified category of users and paid services to certain category of users as informed by CATS/GNCTD from time to time and all revenue realised on this account will be credited to CATS.
- The selected bidder shall be liable in accordance with the terms of the contract, for any accident, third party claims or any other action that is brought against CATS/GNCTD in relation to the operations and maintenance of CATS ambulance services.
- The selected bidder shall indemnify CATS/GNCTD in legal issues raise due to operation and maintenance of ambulances including HR issues and in accordance with the terms and conditions of the contract.
- Monitoring and reporting of the performance of the services as per the provisions of the contract. However, CATS may deploy its own resources or external resources for monitoring purpose to achieve the goals of the project.

The essential areas where performance must be achieved includes:

- Maintenance of the ambulances in accordance with stipulated specifications, Rules & Regulations applicable during the contract period
- Ambulance response time as defined in the tender
- Maintenance of ambulances including its equipments and supplies which are beyond warranty/CMC.
- Ambulance staffing levels including personnel with appropriate levels of certification/license
- Clinical performance consistent with approved medical standards and protocols
- Comprehensive quality improvement and compliance activities and results
- Accurate and timely reporting
- Customer and community satisfaction with the services provided.
- Bidder will have to employ whatever level of effort is necessary to achieve the response time, customer satisfaction, quality improvement, and other performance results required by the CATS.

It is expected that approx. 200 number of ambulances (09 ALS, 108 BLS and 84 PTA) will be handed over to the selected bidder on **“as is where is”** basis. The selected bidder shall operate and maintain these ambulances as per provisions contained in this Tender

document. **However, CATS reserves the right to increase/decrease the number of ambulances and payments shall be made accordingly on the basis of per unit rate finalized for each category of ambulances.**

3. **Language of Proposal:** The proposal submitted by the bidders and all subsequent correspondence and documents relating to the Tender enquiry exchanged between the bidder and CATS, shall be written in the English language, unless otherwise specified in the Tender document. However, the language of any printed literature furnished by the bidder in connection with its proposal may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the bid, the English translation shall prevail. The bids submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and the CATS, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of bid etc, the English translations shall prevail.
4. **Eligible Bidders:** This invitation for bids is open to all participants who fulfil the eligibility criteria specified in Tender document.
5. **Bidding Expenses:** The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and for subsequent processing the same. The purchaser will, in no case shall be responsible or liable for any such cost, expenditure, etc. regardless of the conduct or outcome of the bidding process.
6. **Amendment to TE Documents**
  - 6.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s)/ addendum(s)/ clarification(s) to TE documents.
  - 6.2 Such an amendment(s)/addendum(s)/clarification(s) will be notified only in the website [http://www.delhi.gov.in/wps/wcm/connect/DoIT\\_Health/health/home/](http://www.delhi.gov.in/wps/wcm/connect/DoIT_Health/health/home/). All prospective bidders are hereby instructed to visit the website regularly, so that additional documents if any required or any modifications in the bid can be done prior to the last date of submission of the bids.
  - 6.3 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their bids as per the amendment/addendum/clarification, the purchaser may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.
7. **Clarification to TE Documents:** A bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with CATS in writing or email (email ID: [catsambulance@yahoo.com](mailto:catsambulance@yahoo.com)) on or before the date of pre-tender meeting. Each

prospective bidder can attend the pre-tender meeting mentioned in Para 2 in Section I with maximum 3 persons duly authorised by the bidder.

**8. Documents Comprising the Tender**

8.1 The Two Tender System i.e. "Technical Proposal" and "Price Bid" preparing by the bidder shall comprise the following:

**A) Part-I - Technical Proposal (Un-priced Bid):**

- i) Earnest Money of **Rs. 50,00,000/-** (Rupees Fifty Lakhs only) furnished in accordance with Clause 15.
- ii) Covering Letter as per Annexure-1
- iii) Duly filled information as per Annexure -2
- iv) Duly filled form as per Annexure-3 for experience of the bidder along with relevant copies of orders and end users' satisfaction certificate as per Section-IV.
- v) Duly filled form as per Annexure -4 for financial capability of the bidder along with relevant copies of documents as per Section-IV.
- vi) Duly signed Power of attorney in favour of authorised signatory as per Annexure-5.
- vii) Power of attorney for designating Lead Member in case of consortium as per Annexure-6.
- viii) Letter of exclusivity as per Annexure-7.
- ix) Anti Collusion Certificate as per Annexure-8
- x) Duly signed affidavit certifying that entity/promoter(s)/Director(s)/Members of entity are not blacklisted as per Annexure -11
- xi) Undertaking by the bidder as per Annexure-12
- xii) Documentary evidence, as necessary in terms of Clause 13 & 14 for establishing that the bidder is eligible to submit the tender and, also qualifies to perform the contract if its tender is accepted.
- xiii) Price Schedule as per Annexure-13 filled with all the details with blank prices **(without indicating any price)**
- xiv) Certificate of incorporation in the country of origin along with other necessary relevant documents.
- xv) Documents evidencing the consortium and the lead partner duly signed and sealed by all the partners thereto.

**B) Part-II - Price Bid:**

The information given at Clause No.8.1 (a) above should be reproduced with the prices indicated for each type of ambulances along with breakup of all its components in the prescribed format.

Note:

- i) All pages of the tender should be serially numbered and indexed.
  - ii) It is responsibility of bidder to go through the TE document to ensure furnishing all required in addition to above, if any.
  - iii) All the components of quoted prices for each category of ambulance including rate and amount of monthly wages of ambulance manpower, GST, ESI, EPF, etc. must be mentioned in the price bid.
- 8.2 The authorised signatory of the bidder must sign the tender duly stamped at all the pages of the tender. A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 8.3 A tender which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 8.4 Tenders sent other than physical form shall be ignored.
9. **Tender currencies:** All prices shall be quoted in Indian Rupees and no letter of credit will be opened by CATS any time for repair/replacement of ambulances or its equipments. Tenders, where prices are quoted in any other currency shall be treated as non-responsive and rejected.
10. **Tender Price**
- 10.1 The bidder shall indicate on the Price Schedule provided under Section-VI (Annexure-13). The components of manpower remunerations, statutory dues, taxes, etc. included in the quoted rates (per unit monthly rates for ALS/BLS/PTA) shall be provided, failing which claim on account of any change in these components during agreement period will not be considered by CATS.
- 10.2 The bidder has to quote for total requirement of ALS, BLS and Patient Transport ambulances (PTA) compulsorily. The bidders not quoting for running the complete fleet of ALS, BLS and PTA will be treated as non-responsive and will be ignored.
- 10.3 All remunerations/ taxes/ statutory dues/ duties/ charges/ fees/ recurring operational costs, etc. shall be borne and paid by the bidder within the price quoted by the bidder in Price Bid.
11. **Firm Price:** The prices quoted by the bidder shall remain firm and fixed during the currency of the contract. However, variation on account of revision in statutory dues/taxes/duties, etc. (including minimum wage/ESIC/EPF, etc) and also on account of any new statutory dues/taxes/duties, etc. which are not included in the price breakup

mentioned in the Price Bid will be reimbursed by CATS on actual. However, in case of decrease in rate of aforesaid dues/taxes/duties, etc. the selected bidder shall return the difference amount on actual to CATS.

12. **Alternative Tenders:** Alternative tenders are not permitted.

13. **Documents Establishing Bidder's Eligibility and Qualifications**

13.1 The bidder shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract.

13.2 The documentary evidence needed to establish the bidder's qualifications for technical and financial capabilities and to meet the qualification criteria mentioned in the TE documents.

13.3 Documents evidencing consortium agreement with Lead Partner. The agreement shall clearly detail the following:

a) The lead partner shall be responsible to the various penal and financial clauses in this tender document. The responsibilities and liabilities among the consortium partners will form part of the agreement.

b) Mention all details regarding the sharing of responsibilities between the partners as regard the provisions of operation and maintenance of CATS ambulance service.

c) Mention the full contact details of the consortium office & the consortium managers, who will act as a single point contact person for all communication regarding the execution of this order and subsequent communication during contract period.

d) The lead partner will be overall responsible for fulfilling all the obligations as desired in the tender.

The aforementioned Consortium Agreement must be submitted along with the technical bid. CATS reserves the right to seek clarifications/summarily reject the tender of the consortium whose agreement is ambiguous or does not address the aforementioned points.

14. **Documents establishing the conformity to TE document**

14.1 The bidder shall provide in its tender the required as well as the relevant documents to establish that the services offered in the tender fully conform to the services specified by CATS in the TE documents. For this purpose the bidders shall also provide a clause by clause compliance.

14.2 In case there is any variation and/or deviation between the services prescribed by the purchaser and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.

- 14.3 If a bidder furnishes wrong and/or misleading data, statement(s), records, etc about technical acceptability of the services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.
15. **Earnest Money Deposit (EMD)**
- 15.1 The bidder shall furnish along with its tender, earnest money for amount as mentioned in the tender document. In case the consortium partners want to submit separate EMD amount with a combined total amount of the required EMD, they may do so, however, in case of forfeiture of EMD, total EMD amount, submitted individually, shall be invoked.
- 15.2 The earnest money shall be denominated in Indian Rupees. The earnest money shall be furnished in one of the following forms:
- a) Account Payee Demand Draft
  - b) Banker's Cheque and
  - c) Bank Guarantee
- 15.3 The demand draft or banker's cheque shall be drawn on any commercial bank in India in favour of the "Centralised Accident & Trauma Services" payable at New Delhi. In case of bank guarantee, the same is to be provided from any commercial bank in India as per the format specified under Section-VI (Annexure-IX) in these documents.
- 15.4 The earnest money, if submitted in form of Bank Guarantee, shall be valid for a period of one year from technical proposal opening date.
- 15.5 Unsuccessful bidders' earnest money will be returned to them without any interest, after expiry of the tender validity, but not later than thirty days after conclusion of the resultant contract. Successful bidders' earnest money will be return without any interest after receipt of performance security from that bidder.
- 15.6 Earnest money is required to protect the purchaser against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
16. **Tender Validity**
- 16.1 The tenders shall remain valid for acceptance for a period of **180 days (one hundred and eight days)** after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 16.2 In exceptional cases, the bidders may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by email or by fax followed by surface mail. The bidders, who agree to

extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A bidder, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.

16.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

17. **Bidder's Responsibility**

17.1 Bidders may carry out project inspection/site visit at any time at their own cost.

17.2 Bidders may carry out due diligence at their own cost and CATS shall not be liable for any mistake or error or neglect by the bidder in respect of this aspect. The statements and explanations contained in this TE document are intended to provide an understanding to the bidders about the subject matter of this TE document and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the selected bidder set forth in the contract or CATS's right to amend, alter, change, supplement or clarify the scope of work, the concession to be awarded to this TE document or the terms thereof or herein contained. Consequently, any omission, conflicts or contradictions in the bidding documents including this TE document are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by CATS/GNCTD.

17.3 The bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of TE documents shall be at the bidder's own risk.

17.4 It shall be deemed that prior to the submission of proposal, the bidder has:

- a) Made a complete and careful examination of terms & conditions/requirements, and other information set forth in this TE document;
- b) made a complete and careful examination of the various aspects of the project including but not limited to all other matters that might affect the bidder's performance under the terms of this TE document.
- c) The bidder should note that the TE document and all clarifications issues with regard to the same, that would be submitted as part of the proposal will be made a part of the schedule to the contract and would be part of the overall obligations imposed on the selected agency under the contract. Provided however that full compliance to the specifications as specified in the TE document shall be mandatory and nothing to be contrary in the proposal shall override the requirements as provided in the TE document.

- d) Each bidder is specifically advised to use its own best expertise and judgement in deciding on the methods to be employed to achieve and maintain the performance required under the resulting contract. By “method” CATS means shift schedules, personnel policies, supervisory structure, deployment plans, and other business matters that comprise the organization’s strategies and activities. CATS specifically makes no promise or guarantees concerning the number of emergency calls and non-emergency calls, number of patients, type of patients, or distance covered that will be associated with this project.
- e) CATS shall not be liable for any mistake or error or neglect by the bidder in respect of the above.

**18. Pre-Tender Meeting**

- 18.1 To clarify and discuss issues with respect to the project and the TE document, CATS will hold Pre-Tender meeting(s) as per TE document schedule.
- 18.2 Bidder must formulate their queries and forward the same to CATS as per TE document time schedule.

**19. Sealing and Marking of Bid**

- 19.1 The Bidder shall seal the Part I and Part II of the Bid in separate envelopes, duly marking the envelopes as "PART I SUBMISSION" and "PART II SUBMISSION ".  
The "PART I SUBMISSION" envelope and "PART II SUBMISSION" envelope should then be placed in a single outer envelope and sealed.
- 19.2 The Original and Duplicate of the Bid shall be provided in separate envelopes, duly marking the outer envelopes as "ORIGINAL" and “DUPLICATE”.
- 19.3 The original and duplicate of the Bid should then be sealed in one common envelope.
- 19.4 All the envelopes shall indicate the Name and Address of the Bidder (of the Lead Member in case of a consortium)
- 19.5 All the envelopes shall clearly bear the following identification:

***“Proposal for Operation and Maintenance of CATS Ambulance”***

- 19.6 All the envelopes shall be addressed to:

ATTN. OF	:	Director
Address	:	Centralised Accident & Trauma Services (CATS) Government of Delhi Bela Road, Yamuna Pusta, Near Vijay Ghat, Delhi – 110006.
Tel.	:	011-23860169
Fax	:	011-23860077



- 19.7 If the envelopes are not sealed and marked as instructed above, the Proposal may be deemed to be non-responsive and liable for rejection. CATS assumes no responsibility for the misplacement or premature opening of the Proposal submitted if the same is not in accordance with the prescribed format.
20. **Submission of tenders**
- 20.1 Unless otherwise specified, the bidders are to submit their tenders in the tender box kept for this purpose at CATS (Hqr), Bela Road, Yamuna Pusta, Near Vijay Ghat, Delhi – 110006. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the bidder by hand to Administrative Officer, CATS or his nominee at CATS (Hqr), Bela Road, Yamuna Pusta, Near Vijay Ghat, Delhi-110006. The officer receiving the tender will give the bidder an official receipt duly signed with date and time.
- 20.2 The bidder must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is responsibility of the bidder to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearly date and time. In the event of the specified date for submission of tender falls on/is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.
21. **Late Tender:** A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” and will be ignored.
22. **Alternation and Withdrawal of Tender**
- 22.1 Alterations/modifications to tenders received after the prescribed deadline will not be considered.
- 22.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder in its tender.
23. **Opening of Tenders**
- 23.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on/is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.
- 23.2 Authorized representatives of the bidders who have submitted tenders on time may attend the tender opening as per schedule date and time specified in the TE document.
- 23.3 The Technical Proposals are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Technical Proposals shall be scrutinized and evaluated by the competent committee/authority with reference to parameters prescribed in the TE

document. Thereafter, in the second stage, the Price Bids of only the Technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical proposals.

24. **Basic Principle for scrutiny of Tenders:** Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions, etc. mentioned by the bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.
25. **Methodology for Scrutiny of Tenders**
- 25.1 The purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the tenders are generally in order.
- 25.2 The purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 25.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirement, are liable to be treated as non-responsive and will be rejected.
- 25.4 The following are some of the important aspects, for which a tender will be declared non-responsive during the evaluation and will be ignored:
- a) Tender is unsigned.
  - b) Tender validity is shorter than the required period.
  - c) Required EMD (amount, validity, etc) have not been provided.
  - d) Bidder has not agreed to give the required performance security of required amount in an acceptable form as specified in the TE document, tender clause, dispute resolution mechanism, applicable law.
  - e) Unsatisfactory past performance.
  - f) Bidders who stand banned/blacklisted by any Govt. Authority.
  - g) Bidder is not eligible as per GIT Clause 13.
  - h) Bidder has not quoted for the entire quantity as specified in the list of requirements in the quoted schedule.
  - i) Bidder has not agreed for the project timelines.
26. **Minor Informality/irregularity/non-conformity:** If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser will convey its observations on such "minor" issues to the bidder by registered/speed-post/courier/email/fax, etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or give evasive reply without clarifying the point of issue in clear terms, that tender will be liable to be ignored.

27. **Discrepancies in Prices**
- 27.1 If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- 27.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotal shall prevail and the total corrected.
- 27.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall be prevail, subject to sub clause 27.1 and 27.2 above.
- 27.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered/speed-post/fax/email. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.
28. **Qualification Criteria:** Tenders of the bidders, who do not meet the required qualification Criteria prescribed in Section-IV (A), will be treated as non-responsive and will not be considered further.
29. **Comparison of Tenders:** The comparison of the Technically responsive tenders shall be carried out on the basis of total contract value for a period of 3 years by calculating the Net Present Value (NPV) at a discounted rate of 10% to evaluate the tenders.
30. **Bidder's capability to perform the contract**
- 30.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, who's tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.
- 30.2 The above mentioned determination will, inter-alia, take into account the bidder's financial and technical capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its tender as well as such other allied information as deemed appropriate by the purchaser.
31. **Contacting the Purchaser**
- 31.1 From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the purchaser for any reason relating to this tender enquiry and/or its tender, it should do so only in writing.
- 31.2 In case a bidder attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that bidder, as deemed fit by the purchaser.

31. **Purchaser's Right to Accept any tender and to reject any or all tenders:** The purchaser reserves the right to accept in part or in full any tender or reject any or more 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 or bidders.
32. **Award Criteria:** Subject to GIT Clause 31 above, the contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser in terms of GIT Clause 29.
33. **Variation of Quantities at the Time of Award/Currency of Contract**
- 33.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, quantity of services mentioned in the schedule(s) in the "List of Requirements"(round of to next whole number) without any change in the unit price and other terms and conditions quoted by the bidder.
- 33.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of services mentioned in the contract (round off to next whole number) without any change in the unit price and other terms and conditions mentioned in the contract, during the currency of the contract.
34. **Notification of Award/Letter of Intent**
- 34.1 Before expiry of the tender validity period, CATS will notify the successful bidder in writing, by registered/speed-post or by fax/email that its tender for services, which have been selected by CATS, has been accepted, also firefly indicating therein the essential details like description, quantity of the services and corresponding prices accepted. The successful bidder must accept and return a signed copy of the NOA/LOI within 07 days and furnish to CATS the required performance security within fifteen (15) days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled.
35. **Issue of Contract:** Promptly after receipt of Performance security, the purchaser will mail the contract duly completed and signed, in duplicate, to the successful bidder by registered/speed post. The successful bidder shall immediately return the original copy of the contract, duly signed and dated, to the purchaser by registered/speed post. Otherwise, the purchaser and successful bidder will be signed the contract agreement on date, time and venue mutually decided by them.
36. **Non-receipt of Performance Security and Contract by the Purchaser:** Failure of the successful bidder in providing performance security and/or returning/signing the contract copy in terms of GIT clause 35 and 36 above shall make the bidder liable for forfeiture of its EMD and, also, for further actions by the purchaser against it as per the Clause 13.1(a) of GCC – Termination for default.

37. **Return of EMD:** The earnest money of the successful bidder and the unsuccessful bidders will be returned to them without any interest, whatsoever, in terms of FIT Clause 15.5.
38. **Publication of Tender Result:** The name and address of the successful bidder receiving the contract will be mentioned in the notice board/bulletin/website of the purchaser.
39. **Corrupt or Fraudulent Practices:** Any Bidder found to have, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice shall be immediately disqualified and its tender shall be rejected. For the purpose of this provision:
- a) “corrupt practices” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - b) “fraudulent practice” means a misrepresentation of facts or an order to influence a procurement process of the execution of a contract to the detriment of CATS, and includes even any collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive CATS of the benefits of free and open competition.
  - c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
  - d) “undesirable practice” means establishing contact with any person connected with or employed or engaged by CATS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process.

## **GENERAL CONDITIONS OF CONTRACT (GCC)**

### **SECTION -II**

#### **1. Use of contract document and information**

- 1.1 The bidder shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of purchaser in connection therewith, to any person other than the person(s) employed by the bidder in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 1.2 Further, the bidder shall not, without the purchaser's prior written consent, make use of any document or information in GCC sub-clause 1.1 above except for the sole purpose of performing this contract.
- 1.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 1.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the bidder's performance and obligations under this contract.

#### **2. Performance Security**

- 2.1 Within fifteen (15) days from date of the issue of Contract by the purchaser, the selected bidder, shall furnish performance security to the purchaser for an amount equal to Rs.2,50,00,000/- (Rupees Two Crore Fifty Lakh only), valid upto sixty (60) days after the date of completion of all contractual obligations by the bidder.
- 2.2 The Performance Security shall be denominated in Indian Rupees. It shall be in any one of the forms namely Accounts Payee Demand Draft or Fixed Deposit Receipt drawn from any Commercial Bank in India or Bank Guarantee issued by a Commercial Bank in India, in the prescribed form as provided in Section-VI of this document in favour of the purchaser. The validity of the Fixed Deposit Receipt or Bank Guarantee will be for a period up to sixty (60) days beyond the date of completion of all contractual obligations.
- 2.3 Any penalty or liquidated damages or any other amount becoming payable by the selected bidder to CATS under contract can be recovered against the encashment of the performance guarantee, but only to the extent of such penalty/liquidated damages only after issuance of prior notice of 15 working days to the selected bidder. In the event of a partial invocation of the performance guarantee, the selected bidder shall, if so required and within a period of three days from such encashment, replace the said performance guarantee with another valid and irrevocable bank guarantee for the entire amount.

- 2.4 In the event of any failure/default of the bidder with or without any quantifiable loss to the purchaser, the amount of the performance security is liable to be forfeited. The purchaser may do the needful to cover any failure/default of the bidder with or without quantifiable loss to the purchaser.
- 2.5 In the event of any amendment issued to the contract, the bidder shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 2.6 Subject to GCC sub-clause 2.3 above, the purchaser will release the Performance Security without any interest to the bidder on completion of the bidder's all contractual obligations including the handover of project facilities to the purchaser.

### **3. SERVICE LEVEL AGREEMENTS AND PENALTIES (Post implementation Phase)**

#### **A. Uptime of Ambulances**

The fleet is divided in two parts i.e. "Active Fleet" and "Reserve Fleet". Out of the total ambulance fleet, 90% will be considered as Active Fleet which must be operated with 100% uptime to claim full payment for operation and maintenance of ambulances under Active Fleet. The remaining 10% fleet will be considered as Reserve Fleet to meet out the uptime of Active Fleet on account of repair & maintenance of ambulances and its equipments, routine servicing, etc.

For monthly payments, the claim for operation and maintenance of CATS ambulances will be considered only for Active Fleet and payment will be made after deduction of penalties (if any) for each category of ambulances on monthly basis. For calculation of uptime, the report generated by software application at CATS Control Room through MDTs login/log-out data shall be final and its responsibility of the selected bidder to keep the MDTs functional and operational to generate uptime report.

In all circumstances, the selected bidder has to maintain the uptime above 90% and if the uptime goes below 90% for more than two days in a calendar month, CATS has reserve the right to terminate the contract.

#### **Penalty for not meeting the uptime of ambulances**

Whenever the selected bidder fails to maintain the 100% uptime of Active Fleet, no payment shall be considered for non-operational ambulances for respective day(s). Also, the penalties per day per ambulance @**Rs.12,000/-** for Advanced Life Support (ALS) ambulances, **Rs.10,000/-** for Basic Life Support (BLS) ambulance and **Rs.8,000/-** for Patient Transport Ambulance (PTA) shall be imposed by CATS for non-operational ambulances and same will be deducted from the monthly payment for the respective month.

In case of permanent damage to ambulance(s), the selected bidder has option to bring additional ambulance(s) at its own cost to avoid above penalties. These additional ambulance(s) shall comply with the mandatory CRA (Committee for Registration) guidelines and other rules & regulations applicable from time to time in Delhi.

**B. Response time**

The selected bidder shall meet the following ambulance response time during the contract period for all categories of ambulances:

In 80 % of the calls dispatched from control room, the ambulances shall reach the incident site within 13 minutes of dispatch of the call from the control room.

In next 10% of the calls (i.e. total 90% calls) dispatched from control room, the ambulance shall reach the incident site within 18 minutes of dispatch of the call from the control room.

In next 10 % of the calls (i.e. total 100% calls) dispatched from control room, the ambulances shall reach the incident site within 25 minutes of dispatch of the calls from the control room i.e. 100% of the calls shall be attended in 25 minutes.

**Penalties for not meeting the response time**

The response time will be calculated on the basis of average ambulance response time for the respective category of ambulances and for each 5 minute delay in average ambulance response time an amount equal to 0.25% of the total monthly payment for respective category of ambulances will be deducted.

<b>Response Time</b>	<b>Penalties</b>
80% in 13 minutes	For each 5 minutes delay in average response time, 0.25% of the total monthly payment for respective category of ambulances will be deducted
Next 10% in 18 minutes	For each 5 minutes delay in average response time, 0.25% of the total monthly payment for respective category of ambulances will be deducted
Next 10% in 25 minutes (100% in 25 minutes)	For each 5 minutes delay in average response time, 0.25% of the total monthly payment for respective category of ambulances will be deducted

**C. Damages to ambulance and its equipments**

The selected bidder shall be responsible to maintain the ambulances and its equipments including MDT, TETRA sets and GPS devices, Bio-metric devices, etc. in proper working condition. Further, the selected bidder shall also ensure the Base Stations and its furniture and other items provided by CATS for operation of CATS ambulances in proper working condition. The repairing/replacement cost of the ambulances & its equipments and Base Station furniture and other items, due to mishandling/damage/misplacement, shall be borne by the selected agency. In case, the repair/damage/misplacement is not corrected within 7 days, CATS reserves the right to correct it and the cost of repair/replacement will be deducted from the payment to selected agency.

**D. Misc. Penalties for Ambulances**



A	Poor General cleanliness of vehicle/ Non-maintenance of Hygiene in patient compartment including poor hygienic storage of Medical/ non medical consumables	Consolidated Penalty of Rs.500/- per day for of these default till rectification of shortcomings/ defects notified by the selected agency to CATS.
	Poor Ambulance mechanical/body maintenance/Non-functioning of Air-conditioner	Consolidated Penalty of Rs.500/- per day for of these default till rectification of shortcomings/ defects notified by the selected agency to CATS.
	Non availability of Medical/ non medical consumables as per CRA guidelines	Consolidated Penalty of Rs.500/- per day for of these default till rectification of shortcomings/ defects notified by the selected agency to CATS.
	Non functioning of any Equipments	Consolidated Penalty of Rs.500/- per day for of these default till rectification of shortcomings/ defects notified by the selected agency to CATS.
	MDT based proper updated maintenance of log book, Patient data, vehicle maintenance record, etc.	Consolidated Penalty of Rs.500/- per day for of these default till rectification of shortcomings/ defects notified by the selected agency to CATS.
	Ambulance Staff found on duty without wearing prescribed uniform	Penalty of Rs.200/- per day/employee for each occasion.
B	Ambulances are not operational due to strike by Ambulance staff/ management on account of non-payments, shortage of funds or any unacceptable reasons.	Proportionate deductions of the bid price will be made for the non operative period of the Ambulances along with additional penalty of 5% of the payment per Ambulance per day.
C	For each instance of Non Response Default (wherein the ambulance failed to response on assigned call) by Ambulance Staff	An amount of Rs.5000/- will be levied as a fine for each instance of Non- Response Default
D	For each instance of Non-Transfer Default (wherein the ambulance refused to transport the patient without any justified reason) by Ambulance Staff	An amount of Rs.5000/- will be levied as a fine for each instance of Non- Response Default
E	If the Operator fails to replace any ambulance personnel, who resigns with a person with requisite training within prescribed time limit	Rs.25000/- per month

The ambulance vehicles which were found without valid fitness certificate/insurance/Pollution Certificate will be considered non-operational for payment purpose.

During the Agreement period, to ensure compliance of SLAs and other tender requirements, CATS may inspect the ambulances, Base Stations, Location Points and other project facilities, etc. through its authorised representatives or 3<sup>rd</sup> party agency.

**E. Control Room**

A penalty of Rs.5000/- per shift for non-availability of doctor in each shift.

**4. Payment Term and Payment Schedule**

During the contract period, the payment to the selected bidder will be made, as per the rates quoted in the Price Bid for each category of ambulances, on monthly basis based on the performance as per Service Level Agreement and after deduction of penalties, if any.

The monthly payment shall be released in a way that to meet out essential operational expenses to the selected bidder, 70% payment of the operational ambulances will be released to the selected bidder by CATS, without scrutiny and verification of records, within 15 working days of submission of bills, subject to condition that during the claim period, the uptime of ambulances must be above 70%. Balance 30% payment will be released within one month after scrutiny and verification of records. Furnishing the supporting documents and records along with monthly bills shall be the responsibility of the selected bidder and for any delay in this account, CATS shall not be responsible.

**5. Extra Kilometres Cost**

The rates quoted by the bidder in the Price Bid shall include the operational cost of 2000 Kilometres per ambulance per month to be calculated on consolidated basis (ie.  $200 \times 2000 = 4,00,000$  KMs per month to be included in the quoted rates). To ensure availability of service for general public, the distance travelled over and above the monthly limit of 2000KMs by each ambulance (to be calculated on consolidated basis), the bidder shall quote per kilometre extra cost beyond the aforesaid limit, which will be paid separately on monthly basis subject to scrutiny and verification of relevant records to be furnished by the selected bidder along with the invoices.

**6. Liquidated Damage (Pre-implementation phase)**

6.1 If the selected bidder fails to start the operation and maintenance of CATS ambulance services within the specified time limit (30 days from signing of the agreement), CATS shall, without prejudice to its other rights and remedies under and in accordance with the Agreement, deduct from the Contract price, as liquidated damages, a sum equivalent to 1% per week or part thereof of Contract Price subject to maximum deduction of 10% of the order value of the delayed Service(s) or unperformed Service(s).

In case of undue delay beyond a period of 45 days unless otherwise waived by the CATS, CATS may consider termination of the Contract.

- 6.2 CATS may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the selected bidder in its hands (which includes CATS's right to claim such amount against bidder's Bank Guarantee) or which may become due to the selected bidder. Any such recovery or liquidated damages shall not in any way relieve the selected bidder from any of its obligations to complete the works / service(s) or from any other obligations and liabilities under the Agreement.

**7. Limitation of Liability**

The selected bidder's liability under this Agreement and /or its modifications shall be determined as per the Law in force for the time being. The selected bidder shall be liable to CATS for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the second party and its employees, including loss caused to CATS on account of deficiency in services to the 3<sup>rd</sup> party, on the part of second party or his agents or any person / persons claiming through or under said Second party. However, such liability of Second party shall not exceed 10% of the total contractual value of the Agreement. Once, maximum is reached, purchaser may consider termination of the contract.

However, it is made clear that the penalties on account of not meeting the SLAs shall not be covered under this clause and shall be applicable as per penalty provisions.

**8. Intellectual Property**

All the intellectual property in any data, document or any other information created and generated under this agreement either in any form shall be irrevocably vested in CATS as an owner in perpetuity.

9. **Patent Rights:** The bidder shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of services to be provided by the bidder under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks, etc. being made against the purchaser, the purchaser shall notify the selected bidder of the same and the selected bidder shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

**10. Force Majeure**

Force Majeure is herein defined as any event or circumstance which is beyond the reasonable direct or indirect control and without the fault or negligence of the selected

bidder and which results to selected bidder's inability, notwithstanding its reasonable best efforts, to perform its obligations in whole or in part.

The Selected bidder or CATS shall not be held liable for delay in performing his obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

## **11. Arbitration**

In case any dispute arise between the parties, both the parties will try to resolve the issue mutually within 20 days of dispute raised. Affected party will give notice in writing to other party indicating concern, proposed remedy to settle the issue. If the issue does not settle by negotiation in the manner as prescribed the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Delhi and conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof.

## **12. Exit Management**

### **12.1 Exit Management Purpose**

- a) This clause sets out the provisions, which will apply during Exit Management period. The parties of the contract shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management clause.
- b) The Exit Management period starts, in case of expiry of contract, at least 6 months prior to the date when the contract comes to an end or in case of termination of contract, on the date when the notice of termination is sent to the selected bidder. The Exit Management period ends on the date agreed upon by CATS or six months after the beginning of the Exit Management period, whichever is earlier.
- c) **Confidential information, security and data**  
Selected bidder will promptly on the commencement of the Exit Management period, supply to the CATS or its nominated agencies the following:
  - i) Information relating to the current services rendered and performance data relating to the performance of the services; documentation relating to Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project;
  - ii) Project data as is reasonably required for purposes of the Project or for transitioning of the services to its replacing agency in a readily available format.

- iii) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the CATS and its nominated agencies or its replacing selected bidder to carry out due diligence in order to transition of the services to CATS or its nominated agencies or the replacing selected bidder (as the case may be).

**c. Employees**

Promptly on reasonable request at any time during the exit management period, the selected bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to CATS a list of all employees (with job title and communication address) of the selected bidder, dedicated to providing the services at the commencement of the exit management period, to the extent that any Transfer Regulation does not apply to any employee of the selected bidder. CATS or replacing selected bidder may make an offer of contract for services to such employee of the selected bidder and the selected bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by CATS or any replacing selected bidder.

**d. Right of Access to information**

At any time during the exit management period, the selected bidder will be obliged to provide an access of information to CATS and/or any replacing selected bidder in order to make an inventory of the Assets (including hardware/software/active/passive), documentation, manuals, catalogs, archive data, live data, policy documents or any other material related to the project.

**12.2 Exit Management Plan**

Selected bidder shall provide CATS with a recommended exit management plan within 180 days of signing of the contract, which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project implementation, the operation and management of SLA and scope of work definition.

- i) A detailed program of the transfer process that could be used in conjunction with a replacement selected bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- ii) Plans for the communication with such of the selected bidder, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
- iii) Plans for provision of contingent support to the Project and replacement selected bidder for a reasonable period (minimum one month) after transfer.

- iv) Plans for training of the CATS staff to run the operations of the project. This training plan along with the training delivery schedule should be approved by CATS. The delivery of training along with handholding support and getting the sign off on the same would be the responsibility of the selected bidder.
- v) Selected bidder shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.
- vi) Each Exit Management Plan shall be presented by selected bidder to an approved by CATS or its nominated agencies.
- vii) During the exit management period, the selected bidder shall use its best efforts to deliver the services.
- viii) Payment during the Exit Management period shall be made in accordance with the Terms of Payment Plan.

**13. Termination of Contract**

13.1 CATS may terminate this contract in whole or in part by giving the Selected Bidder at least one month prior written notice indicating its intension to terminate the contract under the following circumstances:

**a) Termination for Default:**

CATS may, without prejudice to any other remedy under the contract and applicable law, reserves the right to terminate for breach of contract by providing a written notice of 30 days stating the reason for default to the selected bidder and as it deems fit, terminate the contract either in whole or in part:

- i) If the selected bidder fails to implement and operationalize the project within the time frame specified in the contract; or
- ii) If the selected bidder fails to perform any other obligation(s) under the contract; or
- iii) If there is a breach of SLAs beyond a limit; or
- iv) If there is a breach of representations & obligations

Prior to providing a notice of termination to the selected bidder, CATS shall provide the selected bidder a written notice of 30 days instructing the selected bidder to cure any breach/default of the contract, if CATS is of the view that the breach may be rectified.

On failure of the selected bidder to rectify such breach within 30 days, CATS may terminate the contract by providing a written notice of 30 days to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CATS. In such event, the selected bidder shall be liable for penalty/liquidated damages imposed by the CATS. The performance guarantee shall be forfeited by the CATS.

**a) Termination for convenience**

CATS may for its own discretion, by provision of a written notice (at least 30 days prior) sent to the selected bidder, terminate the contract, either in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for CATS's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Subsequently, the pending dues and the payments upto the date of termination will be settled accordingly after deduction of applicable taxes and liquidated damages if any.

**b) Consequences of Termination**

In the event of termination of the contract for any reason whatsoever, CATS is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the selected bidder shall be obliged to comply with and take all available steps to minimize the loss resulting from that termination/breach, and further allow and provide all such assistance to CATS and/or succeeding selected bidder, as may be required, to take over the obligations of the selected bidder in relation to the execution/continued execution of the requirement of the contract.

**c) Post termination rights and obligations of Selected Bidder**

All plans, drawings, specifications, designs, reports and other documents prepared by the selected bidder in the execution of the contract shall become and remain the property of CATS and before termination or expiration of the contract, the selected bidder shall deliver all such documents, prepared under the contract along with a detailed inventory thereof, to CATS. Selected bidder shall also deliver proper knowledge transfer as mentioned in Clause Exit Management"" in the contract.

**14. Language of Notices**

All notices to be given under the contract and all communications, documentation and proceedings which are in any way relevant to the contract shall be in writing and in English language only.

**15. Performance during Dispute**

Pending the submission of and/or decision on a Dispute and until the arbitral award is published, the parties shall continue to perform their respective obligations under the contract without prejudice to a final adjustment in accordance with such award.

**16. Amendment to Contract**

The Contract and its schedules including the TE Document together constitute a complete and exclusive undertaking of the terms of the contract between the parties on the subject matter and no amendment or modification shall be valid and effective unless agreed to by all the parties and evidenced in writing.



## LIST OF REQUIREMENTS

### SECTION-III

#### 1. Details and status of Ambulances

The following 200 number of CATS ambulances are expected to be handed over to the selected bidder for operation and maintenance:

S. No.	Ambulance No.	Category ALS / BLS / PTA	Date of registration
1.	DL1A2401	PTA	30.07.2012
2.	DL1A2402	PTA	30.07.2012
3.	DL1A2403	PTA	30.07.2012
4.	DL1A2404	PTA	30.07.2012
5.	DL1A2405	PTA	30.07.2012
6.	DL1A2406	PTA	30.07.2012
7.	DL1A2408	PTA	30.07.2012
8.	DL1A2409	PTA	30.07.2012
9.	DL1A2411	PTA	30.07.2012
10.	DL1A2412	PTA	30.07.2012
11.	DL1A2414	PTA	30.07.2012
12.	DL1A2416	PTA	30.07.2012
13.	DL1A2418	PTA	30.07.2012
14.	DL1A2419	PTA	30.07.2012
15.	DL1A2420	PTA	30.07.2012
16.	DL1A2421	PTA	30.07.2012
17.	DL1A2422	PTA	30.07.2012
18.	DL1A2424	PTA	30.07.2012
19.	DL1A2425	PTA	30.07.2012
20.	DL1A2426	PTA	30.07.2012
21.	DL1A2427	PTA	30.07.2012
22.	DL1A2428	PTA	30.07.2012
23.	DL1A2429	PTA	30.07.2012
24.	DL1A2430	PTA	31.07.2012
25.	DL1A2434	PTA	31.07.2012
26.	DL1A2435	PTA	31.07.2012
27.	DL1A2437	PTA	31.07.2012
28.	DL1A2438	PTA	31.07.2012
29.	DL1A2439	PTA	31.07.2012

30.	DL1A2441	PTA	31.07.2012
31.	DL1A2442	PTA	31.07.2012
32.	DL1A2443	PTA	31.07.2012
33.	DL1A2444	PTA	31.07.2012
34.	DL1A2445	PTA	31.07.2012
35.	DL1A2446	PTA	31.07.2012
36.	DL1A2447	PTA	31.07.2012
37.	DL1A2448	PTA	31.07.2012
38.	DL1A2449	PTA	31.07.2012
39.	DL1A2450	PTA	31.07.2012
40.	DL1A2451	PTA	31.07.2012
41.	DL1A2452	PTA	31.07.2012
42.	DL1A2453	PTA	31.07.2012
43.	DL1A2454	PTA	31.07.2012
44.	DL1A2455	PTA	31.07.2012
45.	DL1A2458	PTA	31.07.2012
46.	DL1A2459	PTA	31.07.2012
47.	DL1A2460	PTA	31.07.2012
48.	DL1A2461	PTA	31.07.2012
49.	DL1A2466	PTA	31.07.2012
50.	DL1A2467	PTA	31.07.2012
51.	DL1A2470	PTA	31.07.2012
52.	DL1A2535	PTA	16.04.2013
53.	DL1A2536	PTA	16.04.2013
54.	DL1A2537	PTA	16.04.2013
55.	DL1A2538	PTA	16.04.2013
56.	DL1A2539	PTA	16.04.2013
57.	DL1A2540	PTA	15.04.2013
58.	DL1A2541	PTA	16.04.2013
59.	DL1A2542	PTA	16.04.2013
60.	DL1A2543	PTA	16.04.2013
61.	DL1A2544	PTA	16.04.2013
62.	DL1A2545	PTA	16.04.2013
63.	DL1A2546	PTA	16.04.2013
64.	DL1A2547	PTA	16.04.2013
65.	DL1A2548	PTA	16.04.2013
66.	DL1A2552	PTA	16.04.2013
67.	DL1A2554	PTA	16.04.2013
68.	DL1A2555	PTA	16.04.2013

69.	DL1A2556	PTA	16.04.2013
70.	DL1A2557	PTA	16.04.2013
71.	DL1A2558	PTA	16.04.2013
72.	DL1A2562	PTA	16.04.2013
73.	DL1A2563	PTA	16.04.2013
74.	DL1A2564	PTA	16.04.2013
75.	DL1A2569	PTA	16.04.2013
76.	DL1A2571	PTA	16.04.2013
77.	DL1A2572	PTA	16.04.2013
78.	DL1A2573	PTA	16.04.2013
79.	DL1A2574	PTA	16.04.2013
80.	DL1A2575	PTA	16.04.2013
81.	DL1A2576	PTA	16.04.2013
82.	DL1A2578	PTA	16.04.2013
83.	DL1A2579	PTA	16.04.2013
84.	DL1A2580	PTA	16.04.2013
85.	DL1A2581	PTA	16.04.2013
86.	DL1A2582	PTA	17.04.2013
87.	DL1A2583	PTA	17.04.2013
88.	DL1A2584	PTA	17.04.2013
89.	DL1A2629	PTA	25.10.2013
90.	DL1A2608	PTA	20.08.2013
91.	DL1A2609	PTA	20.08.2013
92.	DL1A2610	PTA	20.08.2013
93.	DL1A2909	BLS	22/07/16
94.	DL1A2857	BLS	02/07/16
95.	DL1A2916	BLS	02/07/16
96.	DL1A2908	BLS	19/07/16
97.	DL1A2873	BLS	02/27/16
98.	DL1A2884	BLS	02/07/16
99.	DL1A2892	BLS	02/07/16
100.	DL1A2888	BLS	02/07/16
101.	DL1A2825	BLS	02/07/16
102.	DL1A2887	BLS	02/07/16
103.	DL1A2855	BLS	02/07/16
104.	DL1A2867	BLS	22/07/16
105.	DL1A2915	BLS	02/07/16
106.	DL1A2886	BLS	02/07/16
107.	DL1A2870	BLS	02/07/16

108.	DL1A2840	BLS	22/07/16
109.	DL1A2858	BLS	02/07/16
110.	DL1A2854	BLS	02/07/16
111.	DL1A2859	BLS	02/07/16
112.	DL1A2866	BLS	02/07/16
113.	DL1A2846	BLS	02/07/16
114.	DL1A2880	BLS	02/07/16
115.	DL1A2894	BLS	02/07/16
116.	DL1A2900	BLS	02/07/16
117.	DL1A2875	BLS	02/07/16
118.	DL1A2860	BLS	02/07/16
119.	DL1A2837	BLS	02/07/16
120.	DL1A2820	BLS	02/07/16
121.	DL1A2833	BLS	02/07/16
122.	DL1A2869	BLS	02/07/16
123.	DL1A2878	BLS	19/07/16
124.	DL1A2885	BLS	02/07/16
125.	DL1A2907	BLS	02/07/16
126.	DL1A2876	BLS	2/7/16
127.	DL1A2838	BLS	02/07/16
128.	DL1A2906	BLS	02/07/16
129.	DL1A2827	BLS	02/07/16
130.	DL1A2818	BLS	02/07/16
131.	DL1A2910	BLS	02/07/16
132.	DL1A2897	BLS	02/07/16
133.	DL1A2830	BLS	02/07/16
134.	DL1A2829	BLS	02/07/16
135.	DL1A2824	BLS	02/07/16
136.	DL1A2889	BLS	02/07/16
137.	DL1A2911	BLS	02/07/16
138.	DL1A2913	BLS	02/07/16
139.	DL1A2853	BLS	02/07/16
140.	DL1A2874	BLS	02/07/16
141.	DL1A2852	BLS	02/07/16
142.	DL1A2865	BLS	02/07/16
143.	DL1A2849	BLS	02/07/16
144.	DL1A2845	BLS	02/07/16
145.	DL1A2895	BLS	02/07/16
146.	DL1A2831	BLS	29/8/16

147.	DL1A3005	BLS	29/08/16
148.	DL1A2819	BLS	29/08/16
149.	DL1A2862	BLS	29/08/16
150.	DL1A2882	BLS	29/08/16
151.	DL1A2891	BLS	29/08/16
152.	DL1A2952	BLS	29/08/16
153.	DL1A2969	BLS	29/08/16
154.	DL1A2950	BLS	29/08/16
155.	DL1A2902	BLS	29/08/16
156.	DL1A2834	BLS	29/08/16
157.	DL1A2965	BLS	29/08/16
158.	DL1A2847	BLS	29/08/16
159.	DL1A2929	BLS	29/08/16
160.	DL1A2918	BLS	29/08/16
161.	DL1A3002	BLS	29/08/16
162.	DL1A2988	BLS	28/08/16
163.	DL1A2964	BLS	29/08/16
164.	DL1A2943	BLS	29/08/16
165.	DL1A2946	BLS	06/02/17
166.	DL1A2957	BLS	06/02/17
167.	DL1A2987	BLS	06/02/17
168.	DL1A2986	BLS	06/02/17
169.	DL1A2936	BLS	06/02/17
170.	DL1A2931	BLS	14/02/17
171.	DL1A2979	BLS	06/02/17
172.	DL1A2997	BLS	06/02/17
173.	DL1A2928	BLS	06/02/17
174.	DL1A2974	BLS	06/02/17
175.	DL1A2917	BLS	06/02/17
176.	DL1A3013	BLS	06/02/17
177.	DL1A2954	BLS	06/02/17
178.	DL1A2947	BLS	06/02/17
179.	DL1A3008	BLS	06/02/17
180.	DL1A2953	BLS	06/02/17
181.	DL1A3006	BLS	06/02/17
182.	DL1A2984	BLS	06/02/17
183.	DL1A3011	BLS	06/02/17
184.	DL1A2934	BLS	06/02/17
185.	DL1A2972	BLS	06/02/17

186.	DL1A2937	BLS	06/02/17
187.	DL1A2982	BLS	06/02/17
188.	DL1A3009	BLS	06/02/17
189.	DL1A2977	BLS	06/02/17
190.	DL1A2939	ALS	14/02/17
191.	DL1A3012	ALS	14/02/17
192.	DL1A2958	ALS	14/02/17
193.	DL1A3010	ALS	14/02/17
194.	DL1A2973	ALS	14/02/17
195.	DL1A2926	ALS	14/02/17
196.	DL1A2945	ALS	14/02/17
197.	DL1A2935	ALS	14/02/17
198.	DL1A3016	ALS	14/02/17
199.	DL1A2976	ALS	14/02/17
200.	DL1A2944	BLS	06/02/17

- 2. Detail of equipments and consumables in the Ambulances:** It is responsibility of the selected bidder to ensure availability of following equipments and consumables as per the category of ambulances (i.e. Advanced Life Support, Basic Life Support and Patient Transport ambulances) and shall also comply with the guidelines of the Committee for Registration of Ambulances applicable in Delhi for respective category of ambulances.

**3. ALS Ambulances**

S. No.	Non Consumable Items
1.	Oxygen Cylinder with key
2.	Bedpan
3.	Urine Pot
4.	Kidney Tray
5.	Adjustable Trolley
6.	Scoop Stretcher
7.	Spine Board
8.	Waste Box
9.	Sharp Container
12.	Cervical Collar
18.	Scissors

19.	Torch
23.	B P Apparatus with Adult/Paed/Neonatal cuffs
24.	Pocket Mask
31.	Roll-In Patient Stretcher Cum Trolley
35.	Wheel Chair
36.	Vacuum Splint Kit Sizes: Small, Medium, Large, Hand Vacuum Pump, Carrying Case
38.	Resuscitation & Airway Management Equipments
39.	Suction Aspirator
40.	Syringe Pump
41.	Intubation Kit Contains - Laryngoscope Handle - Four Sizes Of Curved (Macintosh) Blades - Endo-tracheal Tubes Set Water Soluble Lubricant - Stylets (Small, Medium, Big) - Magill Forceps (Adults & Paediatric) - Xylometazoline Drops - 10 ML Syringe - ETT Introducer (Bougie) - Stethoscope - Commercial Tube Fixator - Carrying Bag
42.	Emergency Kit Contains: - Portable Manual Suction Apparatus - Semi Rigid Cervical Collar - Cricothyroidotomy Set - Supra Glottic Devices (LMA Supreme 3 Sizes, Intubating Laryngeal Mask Airway) - Oxygen Delivery Kit- Oxygen Cylinder with Pressure Reducing Valve, Connecting Tubing Mask With Reservoir Bag, Nasal Canula - Pneumothorax Valve (Asherman Chest Seal) - Sphygmomanometer - Bleeding Control Kit- Pads, Bandages, Tourniquet, Air Splints - Universal Scissor - Plastic Penlight - Digital Thermometer - Disposal Delivery Kit - Sample Collection Kit
43.	Resuscitator Bag With Mask (Large, Medium and Small)
44.	Oropharyngeal Airways, Sizes: 000, 00, 0, 1, 2, 3 & 4
45.	Face Mask, Sizes: OO, O, OA, OB
46.	Integrated Cardiac Monitor Cum Defibrillator Cum Pacer
47.	Transport Ventilator With Module Combi Pneumatic Suction And Std. Accessories

48.	Portable Hand Held Gluco-meter
49.	Rescue Tools as per CRA
50.	Standard Mandatory Miscellaneous Equipments as per CRA
<b>Consumables</b>	
1	Syringes 1ml To 50 ML.
2	I V Canula No 14 To 24 No.
3	P M O Line
4	ECG Electrodes Adult and Paed
5	Bed Sheet Disposal for trolley stretcher
6	Tegaderm
7	ECG Roll
8	Bandages 2"4"6"
9	ECG Jelly
10	Adhesive Paper Tape, Size 2", 3', '4"
11	Oxygen Mask Adult
12	Oxygen Mask Paediatric
13	Xylocaine Jelly
14	Suture Mersilk 3-0
15	Lancets
16	Alcohol Swab
17	Nebulisation Mask Adult
18	Nebulisation Mask Paediatric
19	Wooden Spatula
20	Three Way
21	E . T Tube No.2 To No. 9
22	Naspharngeal Airway No 6 To 8.5
23	E.T. Stylet No.2 To No.5
24	C- Circuit Adult
25	C- Circuit Paed
26	I V Set
27	Blood Transfusion Set
28	Sterile Gloves No 6.5
29	Sterile Gloves No 7 To 7.5
30	Unsterile Gloves No 6.5 To 7.5
31	Spinal Needle No 20 To 26 No.
32	A E D Pad Adult
33	Disposable Needles No 16 To 26 No.
34	Picco Syringe
35	L M A 3,4
36	Asepto Syringe
37	Paediatric Drip Set



38	Ryles Tube No 8 To 18 No.
39	Urobag
40	Vacuum Suction Set
41	Foleys Catheter No 8 To 18 No.
42	Surgical Blade No 11 To 22 No.
43	Infant Feeding Tube No 5 To 10 No.
44	Suction Catheter No 8 To 18 No.
45	Venturi Mask Adult
46	High Concentration Mask
47	Guidal Air Way No. 00 To 4 No.
48	Nasal Prongs
49	Y Connector
50	Disposable Razor
51	Volini Spray
52	Vinodine Spray
53	Healex Spray
54	Coolex Spray
55	Savlon
56	Sterilium
57	Dynaplast
58	G V Paint
59	Elastic Bandage
60	Triangular Bandage
61	Tracheostomy Tube No 7,8,9
62	Recovery Kit
63	Shivil Connector
<b>Medicine</b>	
1	Inj Atropine
2	Inj Adrenaline
3	Inj. Avil
4	Inj Noradrenaline
5	Inj Dopamine
6	Inj. Calcium Carbonate
7	Inj. Dobutamine
8	Inj. Nitroglycerine
9	Inj. Sodium Bicarbonate
10	Inj. Hydrocortisone
11	Inhaler Beclomethasone ( 250 micro/dose
12	Inhaler Salbutamol (200 micrograms)
13	Inj. Frusemide
14	Inj. Diazepam/Mldazolan

15	Inj. Deriphyllin
16	Inj. Phenytoin Sodium
17	Inj. Metochlorpropamide
18	Inj. Ondansetrone
19	Inj. KC1
20	Inj. Lignocaine 2%
21	Inj. Inj. Amiodarone (50mg/ml)
22	Inj. Magnesium sulphate 25%, 2ml
23	Inj. Mannitol 20%
24	Inj. Morphine/Inj. Pethidine
25	Inj. Noradrenaline bititrate , 4mg 2ml Ampoule
26	Activated charcoal
27	Inj. Naloxone HC1
28	Inj. Fentanyl
29	Bacteriostatic water for Injection
30	Inj. Sodium Valporate
31	Inj. Voveran
32	Inj. Paracetamol
33	Resp.Duolin
34	Resp.Levolin
35	Resp.Budecort
36	Resp. Asthalin
37	Tab.Alprax 0.25mg
38	Tab .Disprin
39	Tab Deplatt 75mg
40	Tab Sorbitrate 5mg
41	Tab.Sorbitrate 10mg
42	Tab. Ecosprin 75mg
<b>I.V. Fluids</b>	
1	Normal Saline
3	D N S
4	Ringer Lactate
5	5% or 10% Dextrose

#### 4. BLS Ambulances

S. No.	CONSUMABLES
1	Adhesive paper tape
2	Bandage
3	Povidone Iodine lotion
4	Band Aid
5	Disposable Delivery Kit
6	Face Mask ( Disposable, 2 Layer )
7	Gauze Piece
8	Surgical pad
9	Disposable Bed Sheet for trolley stretcher
10	Gauze cutting scissors
11	Cotton Roll
12	Cervical Collar
13	Oxygen Mask with tubing
14	Savlon
15	Surgical Gloves
16	Suction Catheter
17	Triangular Bandage
18	Splint set (Wooden/crammer wire)
20	Pain Spray
21	Torch With cell
22	Oropharyngeal Airways
23	Endotracheal Tube
24	Anesthesia Face Mask
25	Tab. PCM 500mg
26	Tab. Aspirin
27	S/I GTN Sorbiterate
28	Crape Bandage
29	Coolex
30	G.V. Paint
31	Pocket Mask
32	Pneumatic Splint
	<b>Non Consumable Items</b>
1	Suction Machine ( foot Operated )
2	Digital Thermometer
3	Bowl ( steel )
4	B. P. Instrument ( Aneroid )
5	Stethoscope
6	Ambu Bag Adult, Paediatric and neonatal
7	First Aid Bag
8	Oxygen Cylinder B type
9	Oxygen Cylinder Regulator With Flow meter And Humidifier
10	Scoop Stretcher

11	Laryngoscope with blade
13	Roll-in patient stretcher cum trolley
14	Universal head immobilizer
15	spine board
17	Wheel Chair
18	Vacuum splint kit(small, medium, large, hand held vacuum pump, carrying case
19	Cervical collar
20	Resuscitation & Airway Management Equipments
21	Oxygen flow meter
22	suction aspirator
23	Emergency kit contains: -Portable manual suction apparatus -Semi Rigid cervical collar -Oxygen Delivery kit -Pneumothorax valve (Asherman chest seal) -Sphygmomanometer -Bleeding control kit-pads, bandages, tourniquet, air splints -Universal scissor -Plastic penlight -Digital thermometer -Disposal delivery kit
25	Oropharyngeal Airways
26	Nasopharyngeal airways
27	Face mask sizes - oo, o, oa, ob
28	AED, AED plus, Battery, pad, carrying case
29	Rescue Tools as per CRA

##### 5. Patient Transport Ambulances

S. No.	CONSUMABLES
1	Adhesive paper tape
2	Bandage
3	Povidone Iodine lotion
4	Band Aid
5	Disposable Delivery Kit
6	Face Mask ( Disposable 2 Layer )
7	Gauze
8	Surgical pad
9	Bed Sheet for stretcher
10	Gauze cutting scissors
11	Cotton Roll
12	Cervical Collar
13	Oxygen Mask with tubing
14	Savlon
15	Surgical Gloves
16	Suction Catheter

17	Triangular Bandage
18	Wooden/Crammer Splint set
20	Pain Spray
21	Torch with Cell
22	Oropharyngeal Airways
23	Endotracheal Tube
24	Anaesthesia Face Mask
25	Tab. PCM 500mg
26	Tab. Aspirin
27	S/I GTN Sorbiterate
28	Crape Bandage
	<b>Non Consumable Items</b>
1	Suction Machine ( foot Operated )
2	Digital Thermometer
3	Bowl ( steel )
4	B. P. Instrument ( Aneroid )
5	Stethoscope
6	Ambu Bag Adult, Paediatric and neonatal
7	First - Aid - Bag
8	Oxygen Cylinder with regulator, flowmeter and humidifier
10	Scoop Stretcher
11	Laryngoscope with blades
12	Canvas stretcher

6. **Control Room** (*operation & maintenance of CATS Control Room in not in the scope of the selected bidder*): CATS has its own Centralised Control Room accessible through Toll Free Number “102”, which will be operated by CATS. Considering day to day co-ordination between ambulances, Control room and other agencies, one seat in CATS Control Room on 24x7 basis (as operation helpdesk) will be allocated to the selected bidder and manpower for that operation helpdesk will be deployed by the selected bidder and cost for the same shall be included in the operational cost quoted in the financial bid.
7. All CATS Ambulances are equipped with Mobile Data Terminals, GPS/AVLS Devices and Biometric devices. It is responsibility of the selected bidder to ensure these devices operational during the contract period. CATS will provide the technical support for maintenance of these devices, however, providing the consumable items (as per OEM standards) such as electrical chargers, connectors, etc. shall be responsibility of the selected bidder. Further, in case of physical damage/mishandling/misplacement of these devices, the repair/replacement of such devices with same or higher configuration

devices (compatible with CATS control room systems) shall be the sole responsibility of the selected bidder within the timelines prescribed in the Service Level Agreement (SLA).

8. All Call data, patient data and other mandatory data shall be entered through MDTs on real time basis and the SLAs shall be calculated on the basis of Control Room data. Accordingly, it shall be responsibility of the selected bidder to keep all these devices in proper working conditions and also to ensure real time data updation through MDTs. Further, fleet management data, Human Resources data and inventory data shall be entered and maintained on real time basis in the software application by the selected bidder. For this purpose, CATS will provide the user ID and password to the selected bidder for CATS software applications.
9. CATS ambulances shall be manned by trained manpower i.e. One Ambulance Paramedic and One Ambulance Driver in each ambulance in each shift. The requisite qualifications and trainings prescribed by CATS shall be ensured by the selected bidder, while deploying ambulance manpower. The shift timings shall be decided by the selected bidder. The duty hours, monthly remunerations, statutory dues, weekly off, leaves, etc. shall be in accordance with the applicable Labour Laws and must be complied by the selected bidder during the currency of the agreement. Further, the selected bidder must ensure that at any given time, one ambulance paramedic and one ambulance driver must be present in each on-road ambulance.
10. The extra staff required for leave reserve, etc. shall be ensured by the selected bidder and cost for same shall be included in operational cost quoted by bidder and no extra payment on this account will be paid to the selected bidder by CATS.

**11. Qualifications and trainings for Ambulance Manpower**

**(I) Ambulance Paramedic:** The qualifications required for the ambulance paramedics to be engaged by the selected agency are as follows:

- a) Certificate course in Pre-Hospital Trauma Technician (PTT) from Govt. of India recognised institutions; **or**
- b) Diploma in GNM or B.Sc (Nursing) and registration with State Nursing Councils; **or**
- c) Diploma in Pharmacy and registration with State Pharmacy Council

All ambulance paramedics must have the qualifications mentioned above and shall be trained in EMT (Basic) as per the National Occupational Standards notified by the National Skill Development Corporation in HSSC accredited institutions. **NO PARAMEDIC SHALL BE DEPLOYED WITHOUT SUCCESSFUL COMPLETION OF EMT (BASIC) TRAINING.**

**(II) Ambulance Drivers:** The qualification of Ambulance drivers to be engaged by the selected agency is as follows:

**d) Matriculation with LMV (Commercial) driving license**

The selected agency shall engage ambulance drivers with good driving skills.

All drivers must have the qualifications mentioned above shall be trained in Basic first aid training. Further, for good driving skills, selected candidates must be certified from Driving Skill Test Institutes operated by Govt. Of Delhi with private companies such as IDTR, Sarai Kale Khan and Loni Road, etc. **NO AMBULANCE DRIVER SHALL BE DEPLOYED WITHOUT SUCCESSFUL COMPLETION OF TRAINING AND DRIVING SKILL CERTIFICATION.**

CATS reserves the right to check the compliance of aforesaid qualifications & training/certifications.

Its responsibility of the selected bidder to ensure sufficient number of manpower including leave reserve for maintaining the services as per the SLAs, failing which penalties will be levied as per provisions of the contract.

Since CATS ambulances are deployed in VVIP/VIP functions, the character and antecedent for all recruited staffs engaged by the selected bidder shall be verified by the respective government authorities.

The key managerial personnel including managers/supervisors to be engaged for day to day operations shall be over and above the minimum manpower required as enumerated above. For operational purpose, the outsourced agency shall ensure full time engagement of separate HR Manager, Manager (Accounts), Operations Manager, Fleet Manager and Manager (Bio-medical) and atleast one manager/supervisor in each district which must be stationed in Delhi.

The selected agency shall also conduct refresher training during the contract period in such as way that all paramedics, drivers undergo refresher training once a year atleast.

The cost for training as well as refresher training shall be included in the operational cost quoted by the bidders.

- 12. Uniform:** All ambulance paramedics and ambulance drivers shall wear the uniform approved by the CATS. No staff shall be in duty without wearing the prescribed uniform. The cost for the uniform shall also be included in the operational costs quoted by the bidders.

**THE ENTIRE OPERATION WILL BE CONDUCTED UNDER THE BRAND NAME OF "CENTRALISED ACCIDENT & TRAUMA SERVICES". ALL ADVERTISEMENTS TO PROMOTE THE SERVICES WILL BE DONE BY CATS ITSELF.**

## Section – IV (A)

### ELIGIBILITY CRITERIA

#### 1. Qualification Requirements

The Bidder can be a Company (Bidding Company)/Firm or a Registered Society/Trust or a Consortium of Companies (Bidding Consortium) with one of the Companies acting as the Lead Member of the Bidding Consortium. The bidder has to meet the following criteria:

##### Who are Eligible for Participation

- (i) Companies incorporated under the Company's Act, 1956 are eligible on standalone basis or a firm registered under Indian Partnership Act.
- (ii) A foreign company can also participate on standalone basis or as a member of consortium at this stage but before signing the agreement it will have to form 100% owned an Indian Company registered under the Company Act, 1956.
- (iii) Companies can also participate for the project through a legally enshrined Special Purpose Vehicle (SPV)/Consortium.
- (iv) Societies registered under Societies Act as well as Income Tax Act, 1961.
- (v) Trusts registered under Trust Act.

In case of **Consortium**, there should be a formal agreement between the members accepting severe and joint responsibility for implementing the project through legally enshrined Special Purpose Vehicle (SPV). Reference of the lead member and percentage of holding of each in the consortium should also be given.

- ✓ Further, in case of consortium, if the project is awarded, they shall incorporate legally enshrined Special Purpose Vehicle (SPV) to be registered under Companies Act 1956 for entering into an agreement with the CATS.
- ✓ In case the applicant is a consortium of two or more companies the proposal shall be signed by the duly authorized signatory of the lead member and shall be legally binding on all the members of the Consortium for the execution and completion of the Project.
- ✓ The proposals shall contain the information about percentage holding of each member, consortium agreement, financial statements and other documents as required for each of the member of the Consortium.
- ✓ Bidder should have at least 2 (two) years of experience in the operation of Pre-Hospital "Emergency Response Services" with a minimum fleet of 80 fully equipped ambulances under single contract (40% of estimated ambulance fleet) or
- ✓



120 ambulances under 2 (two) contracts (60% of estimated ambulance fleet) or 160 ambulances under 3 (three) contracts (80% of estimated ambulance fleet) supported by a centralised control room. The contracts with state/federal/Public Sector Undertakings (PSUs) shall only be considered for technical qualification. (The lead member shall meet this technical criteria).

- ✓ The bidder shall possess experience in operating centralised Control room with computer telephony integration with the ability to log calls with Geographical information System with GPRS integrated Ambulance monitoring system and software components for past two years.
- ✓ Certificates from the organizations to whom services have been provided in past needs to be submitted along with the proposal. In case of private sector client, the person signing these certificates shall be authorised by the organization through a Power of Attorney and a copy of same must be attached with proposal. In case of government sector client, the client certificate must be accompanied by copy of Agreement with government or copy of work orders issued by government.
- ✓ An affidavit to the effect that the bidder has not been blacklisted in the past by any of the State Governments across the country and that he will not form any coalition with any other bidder.
- ✓ Bidder should have ability to recruit and train as per the qualifications prescribed in the document by the CATS within a period of 1 months from signing of the contract.

## **2. Financial Capacity:**

The Bidder should have (a) net worth more than Rs 20 (twenty) crores and (b) demonstrate annual turnover/ gross receipts in this segment of at least Rs.10 (ten) Crores in each of the last 2 (two) financial years. (The lead member shall meet the above financial criteria).

**Note:** For the Qualification Requirements, if data is provided by the Bidder in foreign currency, equivalent rupees of Net Worth will 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)

### **Calculation of Net Worth:**

**Net Worth = Paid up Share capital** (in case of companies) which includes:

1. Paid up Equity share capital; and

2. Fully, compulsorily and mandatorily convertible Preference Shares; and
3. Fully, compulsorily and mandatorily convertible Debentures

Note:

- a) In case of Registered societies, the Corpus Fund and Capital Fund;
- b) In case of Proprietorship firm / partnership firm the Capital reflecting in the Audited Balance Sheet

**Add: Free Reserves**

(Including Share Premium provided it is realized in Cash or Cash equivalents but excluding Revaluation Reserve if any)

Note:

- a) In case of Proprietorship firm / Partnership firm, the Credit balance of Reserve and Surplus or by whatever name called as appearing in the Balance Sheet

**Subtract: Intangible Assets**

**Subtract: Miscellaneous Expenditures** to the extent not written off and carry forward losses.

For the purposes of meeting financial requirements, only unconsolidated audited annual accounts shall be used. However, audited consolidated annual accounts of the Bidder may be used for the purpose of financial requirements provided that the Bidder has at least twenty six percent (26%) equity in each Company whose accounts are merged in the audited consolidated accounts and provided further that the financial capability of such companies (of which accounts are being merged in the consolidated accounts) shall not be reconsidered again for Net worth.

**Existing Companies:** - The computation of Net Worth shall be based on unconsolidated audited annual accounts of the company. For the purpose of the computation of Net Worth, the last three financial years shall be considered. The Bidder would thus be required to submit annual audited accounts for the last three financial years 2015-16 , 2016-17 and 2017-18 (or calendar year 2015, 2016 and 2017 or the accounting years as adopted by the Company and acceptable as per the laws of the respective Country) while indicating the year which should be considered for evaluation along with a Net Worth certificate from a Chartered Accountant to demonstrate the fulfilment of the criteria as on last day of the concerned Financial Year. **Net Worth of Directors will not be considered for computation of Net Worth requirement in financial evaluation.**

- (i) Guarantee/Bond submitted by foreign companies must be submitted through Banks having branches in India / correspondent Banks in India and such Bank Guarantee issued by foreign banks should be endorsed by the Indian Branch of such foreign Bank. In case of claim on Bank guarantee, same shall be paid by the Indian branches of such foreign Bank.
- (ii) In a foreign company in case of calendar year instead of financial year is used for compilation of accounts, then the same shall be used.
- (iii) CA Certified copies of all the Balance Sheets of the lead member from where the financial strength is drawn has to be submitted along with EOI.
- (iv) The company having the maximum number of share (having voting rights) has

to be a lead member having the shareholding of more than 50% in the Bidding Consortium.

- (v) Maximum 3 companies can join the consortium and any such member shall not have less than 10% share in the Consortium.
- (vi) In case of Unlisted companies the infusion of Share premium shall be supported by self certified copy of Form 2 and ROC receipt of deposition of the same.
- (vii) Foreign companies shall ensure compliance of RBI/FEMA guidelines for bringing investment/ equity in India.
- (viii) Failure to comply with the aforesaid provisions shall make the bid liable for rejection at any stage.

**EVALUATION METHODOLOGY  
(Technical and Financial)**

**2.1 Guidelines for submission of Bid**

The Bidder would be required to furnish the following as part of their Technical Proposal.

**2.2 Evaluation of Technical Submission**

The Bidder's Technical Submission would be evaluated to check the adequacy and appropriateness of the proposed operation and maintenance of CATS ambulance services for the Project purposes.

**2.3 Bid Evaluation Committee**

The bid process will be conducted by the CATS. An evaluation committee approved by the CATS/GNCTD will evaluate and score all bids received in response to this TE Document. Bidders shall avoid any communications regarding bids or the Bidding process with any committee member outside of the formal bidding process. If it is determined that Bidder participation in such communications has occurred, Bidder's Proposal may be disqualified.

**2.4 Post Submission Presentation**

Bidders may be asked to meet with the Bid Evaluation Committee to provide additional information, provide a formal presentation, and answer questions. The date of the Bidders presentations will be intimated separately to the Bidders.

**2.5 Investigation**

Upon completion of evaluations, CATS may undertake additional investigation to verify claims made by the Preferred Bidder during the Proposal evaluation process. Such additional investigation may involve site visits, reference checks, financial inquiry or any other reasonable means of determining the accuracy and completeness of information supplied by the Bidder. Prospective Bidders are advised that CATS reserves the right to continue its investigation of claims after contract award and throughout the term of the contract, and that the furnishing of false or misleading information during the bid process may constitute a major breach of contract even if discovered after contract award.

## **2.6 Evaluation of Financial Bid:**

The Part II submission, viz., **Financial Bid** of Bidders who have passed the technical evaluation, for the Project, would be opened and evaluated on the basis that the Bidder is committing to CATS, as per the format prescribed in **Annexure -13**.

**The bidder shall enter the financial quotes in prescribed format for each category of ambulance (PTA, ALS and BLS ambulances).** The cost quoted for ALS, BLS and PTA shall include all operational costs like cost of manpower, fuel, insurance, repair & maintenance of vehicle, its fabrication and equipments, consumables, oxygen, training cost, uniform, conveyance, travelling, housekeeping, security, sanitation, vehicle cleaning, vehicle disinfectants, infection control measures, administrative charges, telephone charges, stationary, training cost of new manpower to be engaged by the selected agency, etc. The cost of managerial staff, supervisory staff, doctors in Control Room, etc. should be included in the quotes submitted for ALS/BLS/PT Ambulances.

**The bidder shall also quote the monthly rates for above for the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> year. The amount quoted for each year will be multiplied by 12 to arrive at the annual cost and then discounted at the rate of 9% to calculate the Net Present Value (NPV) to arrive at the Lowest bidder (L-1).**

The payment will be made on monthly basis as per payment terms based on the performance as per service level agreement after deduction of penalties, if any.

## **2.7 Determination of Bidder's Rank**

Bidders would be ranked in the ascending order as per the methodology mentioned above.

## **2.8 Special Conditions relating to Selection of Preferred Bidder**

In the event that two or more Bidders secure the same ranking vide evaluation as per provisions under Clause 2.7 above, then and in that event, CATS may request such of these Bidders to submit an offer specifying a rebate / discount on the quoted amount, that they would be in a position to offer to CATS. The exact form, content and style of such a submission would be specified by CATS at the material time. The Bidder offering the highest rebate/discount as above would be declared as the Preferred Bidder based on the same evaluation method.

OR

CATS may take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.

**SECTION-V**

**BIDDING TIME SCHEDULE**

CATS would endeavour to adhere to the following schedule:

<b>S. No.</b>	<b>Activity Description</b>	<b>Date</b>
1	Issue of TE Documents	
2.	Last date for receiving queries	
3.	Pre-proposal meeting	
4.	Communication of clarifications/addenda to the Bidders	
5.	Proposal Due Date	
6.	Declaration of Successful Bidder	

**SECTION-VI**

**ANNEXURE AND FORMATS**

**FORMAT FOR COVERING LETTER-CUM-PROJECT UNDERTAKING**

To,

The Director,  
Centralised Accident & Trauma Services (CATS)  
Government of NCT of Delhi  
Bela Road, Yamuna Pusta,  
Near Vijay Ghat, Delhi - 110006

Dear Sir,

**Re : Operation and Maintenance of CATS Ambulance Services**

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred to as "the Bidder"), and having reviewed and fully understood all of the information provided in the TE document provided to us by CATS in respect of the captioned Project, the undersigned hereby submits the Proposal in response to the TE Document, for your consideration.

We confirm that our Proposal is valid for a period of 180 days from \_\_\_\_\_ (Proposal Due Date).

We also hereby agree and undertake as under:

Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms & conditions of the TE document.

Signature of the Authorized Person

Name of the Authorized Person

Date \_\_\_\_\_

*Note:*

- 1. On the Letterhead of the Bidder or Lead Member of Consortium*
- 2. To be signed by the Lead Member in case of a Consortium.*



**GENERAL INFORMATION ABOUT THE BIDDER**

1.	Name of the Bidder	
2.	Registered Address of the company: (Address, tel, fax, e-mail, website)	
3.	Office Address E-mail website	
4.	Name of Contact Person(s) Designation Mobile Phone No Telephone No Fax No e-mail	
5.	Key Personnel : (Chairman / Managing Director, etc)	
6.	Registration No. & Date of Incorporation of Company	
7.	Principal Place of Business	
8.	Number of offices / centers in India/Abroad	
9.	Whether any criminal case was registered against the company or any of its promoters in the past	Yes/ No
10.	Other relevant Information provided *	

In case of consortium all the firms in consortium shall provide the details.

Date :  
seal

Office

Signature of the bidder/  
Authorised  
signatory

**EXPERIENCE OF THE BIDDER**

Relevant Experience of the Applicant

[Details to be provided only for the Applicant/Lead Member (in case of Consortium)]

<b>A</b>	Details of Organization		
i.	Name of the organization		
ii	Does Memorandum of Association permit the organization to carry out the business of ambulatory services		
<b>B</b>	Relevant Experience		
i	Years of Experience in ambulance service operations		
ii	Current areas of operation – specify all locations		
	<b>Financial Years</b>	<b>2016-17</b>	<b>2017-18</b>
<b>C</b>	Fleet Details, Ownership & Operations		
i	Number of ALS ambulance operated		
ii	Number of BLS ambulance operated		
iii	Number of patient transport vehicles		
iv	Number of ambulances operated through single contract		
v	Number of ambulances operated through two contracts		
vi	Number of ambulances operated through three contracts		
D	No. of centralised Control room operated with computer telephony integration with the ability to log calls with Geographical information System with GPRS integrated Ambulance monitoring system and software components		

\*In case of consortium, Lead Member shall meet the C (iv), C(v) &amp; C (vi).

Date :  
seal

Office

Signature of the bidder/  
Authorised  
signatory

**FINANCIAL CAPABILITY OF THE BIDDER/MEMBER***(To be submitted by each member in case of consortium)*

Name of Bidder/consortium Member \_\_\_\_\_

Role of Bidder/consortium Member \_\_\_\_\_

	<b>FY 2015-16</b>	<b>FY 2016-17</b>	<b>FY 2017-18</b>
Net Worth (in INR Lakhs)			
Annual turnover/ gross receipts (in INR Lakhs) through operation and maintenance of Ambulances			

Not  
e:

1. This information should be extracted from the Annual Financial Statement / Balance Sheet which should be enclosed with technical bid and this response sheet shall be certified by the Statutory Auditor.
2. The Single Entity or the Consortium should provide the Financial Capability of its own / lead member of the Consortium.
3. In Role of Member specify whether it is a Single Entity, Lead Member or Member of the Consortium.
4. The Bidder along with Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Proposal Due Date.
5. The bidder shall provide an Auditor's Certificate specifying the Net worth/ Annual turnover/ Gross Receipts of the bidder and its Consortium members and also specifying the methodology adopted for calculating the same.
6. If data is provided by the Bidder in foreign currency, equivalent rupees of Net Worth will 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 on previous day shall be taken into account)

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL**

*(On Rs. 100 Stamp paper duly attested by Notary Public)*

**POWER OF ATTORNEY**

Know all men by these presents, We \_\_\_\_\_  
\_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. \_\_\_\_\_ (name and residential address) who is presently employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of a Proposal pursuant to the TE Document issued by GNCTD, acting through CATS, for Operation and Maintenance of CATS Ambulance Services, including signing and submission of all documents and providing information/responses to CATS in all matters in connection with our Proposal.

We hereby declare that all acts, deeds and things done by our said attorney pursuant to this Power of Attorney shall always be deemed to have been ratified by us and done by us.

Accepted

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 2019

For \_\_\_\_\_

(Name, Designation and Address)

\_\_\_\_\_ Signature)

(Name, Title and Address of the Attorney)

Date: \_\_\_\_\_

*Note:*

- 1. To be executed by the Lead Member in case of a Consortium.*
- 2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- 3. Also, wherever required, the Bidder should submit for verification of the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- 4. A certified copy of the appropriate resolution/ document conveying authority to the person signing this Power of Attorney shall be enclosed in lieu of the Power of Attorney.*

**FORMAT FOR POWER OF ATTORNEY FOR DESIGNATING LEAD MEMBER OF CONSORTIUM**

*(On a Rs. 100 Stamp Paper duly attested by Notary Public)*

**POWER OF ATTORNEY**

Whereas, the Centralised Accident & Trauma Services (CATS), Government of NCT of Delhi (GNCTD) has invited proposals for **Operation and Maintenance of CATS Ambulance Services** ("the Project") having its office at Bela Road, Yamuna Pusta, Near Vijay Ghat, Delhi.

Whereas, the Consortium being one of the qualified Applicants is interested in bidding for the Project in accordance with the provisions of the TE Document in respect of the Project.

Whereas, it is necessary under the TE Document for the members of the Consortium to designate a Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Proposal for the Project, or in the alternative to appoint one of them as the Lead Member who, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection with the Consortium's Proposal for the Project and its execution.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s \_\_\_\_\_ and M/s \_\_\_\_\_ (the respective names and addresses of the registered office, in case of companies/principal office, in case of partnership firms) do hereby designate M/s \_\_\_\_\_ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's Proposal for the Project, including submission of Proposal, participating in conferences, responding to queries, submission of information/ documents, sign and execute contracts and/or undertakings consequent to the acceptance of the Consortium's proposal by CATS, and generally to represent the Consortium in all its dealings with CATS, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Agreement is entered into with CATS, GNCTD.

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

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member/Lead Technical Member and the Lead Financial Member our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the \_\_\_\_\_ Day of 2019

(Executants)

*(TO BE EXECUTED BY BOTH MEMBERS OF THE CONSORTIUM)*

*Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure (for a body corporate).*

*Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

**LETTER OF EXCLUSIVITY**

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

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2019.

**FORMAT FOR ANTI-COLLUSION CERTIFICATE**

**Anti-Collusion Certificate**

We hereby certify and confirm that in the preparation and submission of our Proposal for undertaking the **Operation and Maintenance of CATS Ambulance Services**, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2019.

(Name of the Bidder)

(Signature of the Authorized Person)

(Name of the Authorized Person)

*Note:*

- 1. On the Letterhead of the Bidder*
- 2. To be executed by both members in case of Consortium*



**FORMAT FOR Bank Guarantee (Bid Security)**  
(To be issued by a Commercial Bank in India)

B.G. No. \_\_\_\_\_ dated \_\_\_\_\_.

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_  
(Name of Bank) having its Head/Registered office at \_\_\_\_\_ (hereinafter referred to  
as " the Guarantor") which expression shall unless it be repugnant to the subject or context thereof  
include its, successors and assigns;

**In favor of**

Centralised Accident & Trauma Services (hereinafter called "CATS"), Government of NCT of Delhi  
(hereinafter referred to as "GNCTD") having its office at Bela Road, Yamuna Pusta, Near Vijay Ghat,  
Delhi which expression shall unless it be repugnant to the subject or context thereof include its  
successors and assigns;

**WHEREAS**

- A. M/s. \_\_\_\_\_, [a company /society registered under relevant provisions] *{Note: this has to change to reflect the legal personality (whether trust/society etc of the relevant bidder)}*, having its registered office at \_\_\_\_\_  
(hereinafter called "the Bidder") which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns, intends to bid for ..... (hereinafter referred to as the Project).
- B. In terms of **Clause** \_\_\_\_\_ of the TE Document dated \_\_\_\_\_ issued in respect of the Project (hereinafter referred to as "TE Document") the Bidder is required to furnish to CATS an unconditional and irrevocable Bank Guarantee for an amount **of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** as Bid Security for the Project.
- C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

- a. The Guarantor hereby guarantees that, as primary obligor shall, it shall without demur, pay to CATS an amount not exceeding **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)**

within 5 days of receipt of a written demand from CATS calling upon the Guarantor to pay the said amount.

- b. Any such demand made on the Guarantor by CATS shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.
- c. The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of CATS is disputed by the Bidder or not.
- d. This Guarantee shall be irrevocable and remain in full force for a period of 12 months from \_\_\_\_\_ (date) to ..... (date) or for such extended period as may be mutually agreed between CATS and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
- e. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.
- f. In order to give full effect to this Guarantee, CATS shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the TE Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement/non exercise/delayed exercise of any of its rights by CATS against the Bidder or any dispute between the CATS and the Bidder or any indulgence shown by CATS to the Bidder and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of CATS or any indulgence by CATS to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- g. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

Notwithstanding anything contained herein above:

1. Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only);
2. This Bank Guarantee shall be valid upto ..... (12 months from the proposal submission date)

3. We are liable to pay Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of Bank Guarantee)
4. We undertake to make the payment on receipt of your notice of claim submitted to us either in person or through a courier, and addressed to [Name of Bank along with branch address]
5. It shall not be necessary for the CATS to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the CATS may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
6. We further undertake not to revoke this Guarantee during its currency, except with the prior consent in writing of CATS, GNCTD.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and Delivered by \_\_\_\_\_ Bank by the hand of Mr.

\_\_\_\_\_

its \_\_\_\_\_ and authorized official.

**FORMAT FOR Bank Guarantee (Performance Guarantee)**  
(To be issued by a Commercial Bank in India)

B.G. No. \_\_\_\_\_ dated \_\_\_\_\_.

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_ (Name of Bank) having its Head/Registered office at \_\_\_\_\_ (hereinafter referred to as " the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

**In favour of**

Centralised Accident & Trauma Services (hereinafter called "CATS"), Government of NCT of Delhi (hereinafter referred to as "GNCTD") having its office at Bela Road, Yamuna Pusta, Near Vijay Ghat, Delhi which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

**WHEREAS**

- A. M/s. \_\_\_\_\_, [a company /society registered under relevant provisions] {*Note: this has to change to reflect the legal personality (whether trust/society etc of the relevant bidder)*}, having its registered office at (hereinafter called "the Bidder") which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns, intends to bid for ..... (hereinafter referred to as the Project).
- B. In terms of **Clause** \_\_\_\_ of the Request for Proposal Document dated \_\_\_\_\_ issued in respect of the Project (hereinafter referred to as "TE Document") the Bidder is required to furnish to CATS an unconditional and irrevocable Bank Guarantee for an amount of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** as Performance Security for the Project.
- C. The Guarantor has at the request of the Bidder and for valid consideration agreed to provide such Bank Guarantee being these presents:

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

- a. The Guarantor hereby guarantees that, as primary obligor shall, it shall without demur, pay to CATS an amount not exceeding **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** within 5 days of receipt of a written demand from CATS calling upon the Guarantor to pay the said amount.

- b. Any such demand made on the Guarantor by CATS shall be conclusive and absolute as regards the forfeiture of Bid Security and the amount due and payable by the Guarantor under this Guarantee.
- c. The above payment shall be made without any reference to the Bidder or any other person and irrespective of whether the claim of CATS is disputed by the Bidder or not.
- d. This Guarantee shall be irrevocable and remain in full force for a period of 39 months (from date of signing of contract) from \_\_\_\_\_ (date) to ..... (date) or for such extended period as may be mutually agreed between CATS and the Bidder and shall continue to be enforceable till all amounts under this Guarantee are paid.
- e. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder/the Guarantor or any absorption, merger or amalgamation of the Bidder/the Guarantor with any other person.
- f. In order to give full effect to this Guarantee, CATS shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the TE Document or other documents or by extension of time of performance of any obligations granted to the Bidder or postponement/non exercise/delayed exercise of any of its rights by CATS against the Bidder or any dispute between the CATS and the Bidder or any indulgence shown by CATS to the Bidder and the Guarantor shall not be relieved from its obligations under this Bank Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise or omission on the part of CATS or any indulgence by CATS to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Guarantor.
- g. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

Notwithstanding anything contained herein above:

1. Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only);
2. This Bank Guarantee shall be valid upto .....
3. We are liable to pay Guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (Date of Expiry of Bank Guarantee)
4. We undertake to make the payment on receipt of your notice of claim submitted to us either in person or through a courier, and addressed to [Name of Bank along with branch address]

5. It shall not be necessary for the CATS to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the CATS may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised
6. We further undertake not to revoke this Guarantee during its currency, except with the prior consent in writing of CATS, GNCTD.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY,  
MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and Delivered by \_\_\_\_\_ Bank by the hand of Mr.

\_\_\_\_\_  
its \_\_\_\_\_ and authorized official.

**FORMAT FOR AFFIDAVIT**

**Format for Affidavit Certifying that Entity/ Promoter(s)/Director(s)/ Members of Entity are not Blacklisted (On a Stamp Paper of relevant value)**

**Affidavit**

I, M/s. \_\_\_\_\_ (Sole Applicant / Lead Member / Member/Affiliate), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter(s) /director(s) are not barred or blacklisted by any state government or central government / department / organization in India from participating in Project/s, either individually or as member of a Consortium as on the \_\_\_\_\_ (Date of Signing of Application).

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

Dated this \_\_\_\_\_ Day of \_\_\_\_\_ 2019.

Name of the Applicant \_\_\_\_\_.

Signature of the Authorized Person \_\_\_\_\_.

Name of the Authorized Person \_\_\_\_\_.

Note:

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

**UNDERTAKING**

[Undertaking to be provided for each Bidder in relation to Security Issues]

To

The Director,  
Centralised Accident & Trauma Services (CATS)  
Government of NCT of Delhi  
Bela Road, Yamuna Pusta,  
Near Vijay Ghat, Delhi - 110006

Dear Sir,

We [ ] hereby undertake and represent to the Centralised Accident & Trauma Services (CATS), Government of NCT Delhi that:

- (a) neither it nor its Promoter or any director has been convicted by a Court of law or indictment/ adverse order by a regulatory authority that casts a doubt on our ability to provide the services pursuant to the TE document
- (b) neither it nor its promoters or any director or sister concern has been charge sheeted in any matter relating to the security and integrity of the country nor has the bidder or its promoter or director or sister concern has committed any offence relating to the security and integrity of India
- (c) neither it nor its promoters or any director or any sister concern has been charge sheeted in any offence of such a nature that outrages the moral sense of the community.

We realize that any default in this regard will result in immediate disqualification of our bid.

Signature of the Authorized Person

Name of the Authorized Person

Date \_\_\_\_\_

*Note:*

*On the Letterhead of each of the Bidders including every member of the consortium*



**Financial Bid**  
**(To be enclosed in a separate cover)**

**On the Letterhead of the Bidder**

To,

The Director,  
Centralised Accident & Trauma Services (CATS)  
Government of NCT of  
Delhi  
Bela Road, Yamuna Pusta,  
Near Vijay Ghat, Delhi - 110006

Dear Sir,

**Financial Bid for Operation and Maintenance of CATS Ambulance Services**

**1. Operation and Maintenance cost for Ambulances:**

- A. Operation and Maintenance of ALS Ambulances inclusive of all operational costs as mentioned in TE Document (including manpower cost)

	Monthly cost (In INR)		Annual Cost (in INR)	
	In figures	In words	In figures	In words
1 <sup>st</sup> Year				
2 <sup>nd</sup> Year				
3 <sup>rd</sup> Year				
4 <sup>th</sup> Year				
5 <sup>th</sup> Year				

- B. Operation and Maintenance of BLS Ambulances inclusive of all operational costs as mentioned in TE Document (including manpower cost)

	Monthly cost (In INR)		Annual Cost (in INR)	
	In figures	In words	In figures	In words
1 <sup>st</sup> Year				
2 <sup>nd</sup> Year				
3 <sup>rd</sup> Year				
4 <sup>th</sup> Year				
5 <sup>th</sup> Year				

C. Operation and Maintenance of Patient Transport Ambulances (PTA) inclusive of all operational costs as mentioned in TE Document (including manpower cost)

	Monthly cost (In INR)		Annual Cost (in INR)	
	In figures	In words	In figures	In words
1 <sup>st</sup> Year				
2 <sup>nd</sup> Year				
3 <sup>rd</sup> Year				
4 <sup>th</sup> Year				
5 <sup>th</sup> Year				

**The quoted price shall includes atleast minimum wages notified by the Labour Department, GNCTD and statutory dues i.e. ESIC, EPF as applicable and its responsibility of the selected bidder to ensure compliance of the same.**

\* In case of discrepancy of the cost quoted for monthly and annual columns, the rate quoted in month's column will be taken for evaluation.

\*\* In case of discrepancy between the figures and the words quoted, the rate quoted in words will be taken for evaluation.

\*\*\*The rates quoted per month for each of the year will be multiplied by 12 for arriving at annual rates and then discounted @9% per annum to calculate the Net Present Value (NPV) for operation of ALS, BLS and PTA separately. The three NPV will be added together to arrive at the lowest bidder (L-1).

Yours faithfully,

**For and on behalf of**

.....

**(Name of the Bidder)**

**(Signature of Authorised Signatory)**

(Name and designation of the Authorised Person)