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RFP – Part I: Instruction to Bidders

Authority

(डा० नीना गुप्ता)
महानिदेशक
परिवार कल्याण, उ०प्र०
लखनऊ

Service Provider



Selected Bidder



**Request for Proposal (RFP)
For
Selection of Service Provider for operation and management of 102
National Ambulance Services in Uttar Pradesh**

Part I: Instruction to Bidders

RFP Issue Date: 20-12-2018

RFP No.: 290/SPMU/EMTS/102 NAS/2018-19



National Health Mission, Uttar Pradesh
Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow
Uttar Pradesh, India – 226 001
Website: www.upnhm.gov.in, / <http://etender.up.nic.in>
Phone: 0522 – 22237496, 2237522

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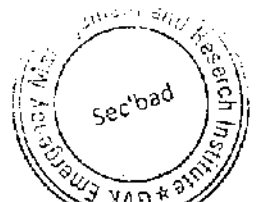
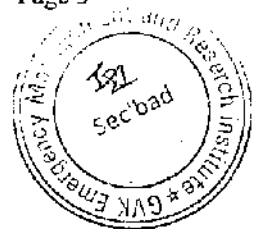


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GLOSSARY

Addendum	As defined in Clause 2.9.1
Applicable Laws	As defined in the Service Agreement
Associate	As defined in Clause 2.1.14
Authority	As defined in Clause 1.1.1
Bank Guarantee	As defined in Clause 2.20.1
Bid(s)	The Qualification Bid and Financial Bid together shall be referred to as the Bid.
Bidder(s)	Parties that submit their Bids for this particular Project in accordance with this RFP and shall include the Members of a Consortium.
Bidding Documents	As defined in Clause 1.1.7
Bid Due Date	As defined in Clause 1.1.7
Bidding Process	As defined in Clause 1.3.1
Bid Security	As defined in Clause
Companies Act	Shall mean the Companies Act, 2013. Provided that references to any repealed provision contained in the Companies Act, 1956 shall be read as references to the corresponding provision contained in the Companies Act, 2013
Service Agreement	As referred in Clause 1.1.5
Conflict of Interest	As defined in Clause 2.1.14
Crorc	Ten million (10,000,000)
Consortium	As defined in Clause 2.2.1(a)
Damages	As defined in Clause 2.1.14
Financial Bid	As defined in Clause 1.3.1
Financial Capacity	As defined in Clause 2.2.2 (b)
Lowest Bidder	As defined in Clause 1.3.6



Selection of Service Provider for operation and management of 102 National Ambulance Services in Uttar Pradesh

Joint Bidding Agreement	As defined in Clause 2.2.3 (e)
Lakh	Hundred thousand (100,000)
Lead Member	As defined in Clause 2.2.3 (b)
LOA	As defined in Clause 3.3.6
Member	Member of a Consortium
Minimum Eligibility Criteria	As defined in Clause 2.2.2 I
Net Worth	As defined in Clause 2.2.2 I (b)
Project	As defined in Clause 1.1.3
Commencement Date	As defined in the Service Agreement
Qualification Bid	As defined in Clause 1.3.1
Re. or Rs. or INR	Indian Rupee
RFP or Request for Proposal	As defined in the Disclaimer
Service Provider	As defined in Clause 1.1.5
Selected Bidder	As defined in Clause 3.3.3
Scheduled Bank	As defined in Clause 2.20.1
Technical Capacity	As defined in Clause 2.2.2 I (a)

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.



DISCLAIMER

The information contained in this Request for Proposal document thereafter referred as the "RFP") or subsequently provided to Bidder (s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder (s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidder(s) or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in submitting Bids pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority, its employees and advisors also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

Selection of Service Provider for operation and management of 102 National Ambulance Services in Uttar Pradesh

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

The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Service Provider set forth in the Service Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work or the Project, to be awarded pursuant to this RFP. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

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14/10/2020
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Selection of Service Provider for operation and management of 102 National Ambulance Services in Uttar Pradesh**Bid Data Sheet**

Sl. No.	Description	Particulars
1.	RFP No.	290/SPMU/EMTS/102 NAS/2018-19
2.	Bid Fee (Non refundable)	Rs. 25,000 (Rupees Twenty Five Thousand Only)
3.	Bid Security (Refundable)	Rs. 4,00,00,000 (Rupees Four Crores Only)
4.	Date of publishing of RFP	20-12-2018
5.	Last date of receiving queries	27-12-2018
6.	Contact details for sending queries	mdupnrhm@gmail.com spm102108@gmail.com
7.	Date, time and venue of pre bid meeting	Date : 27-12-2018 Time : 11:00 AM Venue: SPMU Meeting Hall, Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow
8.	Authority's response to queries latest by	09-01-2019
9.	Date of submission of original copy of Qualification Proposal, supporting documents and Bid Security	18-01-2019 at 3:00 PM
10.	Bid Due Date and time	18-01-2019 at 3:00 PM
11.	Date of opening of Qualification Bid	18-01-2019 at 3:30 PM
12.	Date of opening of Financial Bid	To be intimated later
13.	Date of issuing of LOA	To be intimated later
14.	Dated of signing of Service Level Agreement	To be intimated later
15.	Address for Communication	The Mission Director National Health Mission, Uttar Pradesh. Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow, Uttar Pradesh, India – 226 001
16.	Performance Security	Performance security for the Selected Bidder shall be computed as follows:

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18-01-2019
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Sl. No.	Description	Particulars
		Financial Bid X No of ambulances X 12 months X 5%
17.	Validity of Bids	225 days from Bid Due Date

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(Signature)
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परिवार कल्याण, उ०प्र०
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Selection of Service Provider for operation and management of 102 National Ambulance Services in Uttar Pradesh

1. INTRODUCTION

1.1 Background

- 1.1.1 Director General, Family Welfare, Uttar Pradesh, (the "Authority") seeks to engage the private sector in operation of 24X7 102 National Ambulance Services (102 NAS) in all districts of Uttar Pradesh to provide transport services for beneficiaries under Janani-Shishu Suraksha Karyakaram (JSSK) and Janani Suraksha Yojana (JSY) schemes as specified in Schedule 1 of the draft Service Agreement. In this regards, National Health Mission, Uttar Pradesh has decided to carry out the Bidding Process for selection of a service provider for operation and management of 102 National Ambulance Services in Uttar Pradesh.
- 1.1.2 The Authority intends to provide 102 NAS to the entire population of Uttar Pradesh through a fleet of approximately 2270 (two thousand, two hundred and seventy) Ambulances. Currently 102 NAS in Uttar Pradesh is being operated through a fleet of 2270 Ambulances of which 1544 are planned to be replaced. Details of the current Ambulances, equipment installed and the Centralized Call Centre assets are provided in Annexure V, VI and VII.
- 1.1.3 This RFP is for Selection of Ambulance service providers for implementation of 102 National Ambulance Service 24X7 in Uttar Pradesh, hereinafter referred to as "Project") for a period of 5 (five) years from the Commencement Date as specified in the Agreement ("Contract Period"). The Bidder is eligible to submit only one Bid for the Project., The Bidders shall be required to submit separate Qualification Bid and Financial Bid, subject to and in accordance with the terms of the Bidding Documents.
- 1.1.4 Pursuant to the Bidding Process, the Bidder who shall provide the lowest price quote for the Project shall be entitled to award of the Project and shall be declared as the Selected Bidder for the Project.
- 1.1.5 The Selected Bidder [single entity or consortium of entities] for the Project shall incorporate a limited liability new company under the Companies Act 2013, to perform the obligations of the Selected Bidder under the Service Agreement (the "Service Agreement") and act as service provider (the "Service Provider") therein. The Selected Bidder shall hold at least 51% shareholding in the subscribed and paid up capital of the Service Provider during the Contract Period. The Selected Bidder (single entity or consortium of entities) shall hold and own at least 51% shareholding in the paid up capital of the Service Provider during the course of the Project. Further, in case of a Consortium the shareholding requirements and obligations set out in Clause 2.2.3 (e) iii shall be adhered to.
- 1.1.6 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Service Provider set forth in the Service Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work or the Project, to be awarded pursuant to this RFP. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

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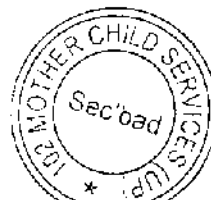


Selection of Service Provider for operation and management of 102 National Ambulance Services in Uttar Pradesh

- 1.1.7 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"). All Bids shall be prepared and submitted in accordance with such terms on or before the time on the date specified herein for submission of Bids (the "**Bid Due Date**").
- 1.2 **Scope of Services**
- 1.2.1 The scope of services is provided under Part II of this RFP under the Draft Contract accompanying this RFP.
- 1.3 **Brief description of Bidding Process**
- 1.3.1 The Authority has adopted a single-stage bidding process (the "**Bidding Process**") for selection of the Selected Bidder. The Authority will follow an online tendering process wherein the Bidders are required to upload their Bids at the website mentioned in the Clause 1.3.2 of this RFP, in addition to requirements of physical submission of earmarked documents in original at the designated office of the Authority as mentioned in the Clause 2.11.5 of this RFP.
- 1.3.2 It shall be mandatory for the Bidders to get their firm/ company registered with the e-procurement portal i.e. <http://etender.up.nic.in>, to obtain user ID and password, in accordance with the procedure specified in Appendix IV, in order to participate in this Bidding Process. For the avoidance of doubt, it is clarified that the mandatory registration and procurement of digital signature certification, as mentioned hereinabove, should be in the name of the Lead Member, in case the Bidder is a Consortium.
- 1.3.3 All Bidders shall simultaneously submit their relevant qualification details for the purpose of meeting Minimum Eligibility Criteria ("**Qualification Bid**") and financial proposal with respect to the service fee ("**Financial Bid**") payable by Authority under the Service Agreement. In the first step, Qualification Bids of all Bidders shall be evaluated as to whether they are responsive in terms of Clause 3.2.1 and meet the Minimum Eligibility Criteria as set forth in Clause 2.2.2 of this RFP for undertaking the Project. The Financial Bids of only those Bidders who are considered responsive and meet the Minimum Eligibility Requirements (the "**Qualified Bidder(s)**") would be opened and evaluated for the purpose of selection the Selected Bidder for the Project.
- 1.3.4 The Bid shall be valid for a period of not less than 180 (One hundred and Eighty) days from the Bid Due Date.
- 1.3.5 Any addenda issued subsequent to this RFP, but on or before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.3.6 In terms of this RFP, a Bidder is required to deposit, along with its Bid, a bid security as mentioned in the Bid Data Sheet (the "**Bid Security**"). The Bid Security will be refundable, not later than 225 (Two hundred and twenty five) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Service Agreement. The Performance Security shall be calculated as

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Selection of Service Provider for operation and management of 102 National Ambulance Services in Uttar Pradesh

mentioned in the Bid Data Sheet. The Bidders shall have to provide Bid Security in the form of a Bank Guarantee from scheduled commercial bank in India in favour of "Director General, Family Welfare, Uttar Pradesh", payable at Lucknow/Delhi, and the validity period of the Bank Guarantee, shall not be less than 180 (One Hundred and Eighty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

- 1.3.7 The Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the Project and for providing required services, in accordance with the terms and conditions of the Service Agreement.
- 1.3.8 Bids are invited for the Project and the Bidders are to give the first year's **fixed monthly fee quote per ambulance**, subject to minimum 8 number of trips¹ and running of 140 KM per Ambulance per day on the average for fleet per district in the format specified in Appendix II. Subject to Clause 2.16, the Project will be awarded to the Qualified Bidder quoting the lowest amount. In this RFP, the term "**Lowest Bidder**" shall mean the Qualified Bidder who has quoted the lowest fixed fee per ambulance per month for the first year in their Financial Bid. The fee in the subsequent year shall be increased by 8% of the fee in the previous year upon completion of every year of operation.
- 1.3.9 Generally, for the Project, the Lowest Bidder determined for the Project in accordance with terms hereof shall be the Selected Bidder for the Project.
- 1.3.10 The details of the process to be followed and the terms thereof have been spelt out in this RFP.
- 1.3.11 Any queries or request for additional information concerning this RFP shall be submitted by e-mail as provided in the Bid Data Sheet. The pre-bid queries should be submitted in the format specified below to be considered for response and they should be submitted in MS-Excel format. Pre-bid queries not submitted in the prescribed format may not be responded to.

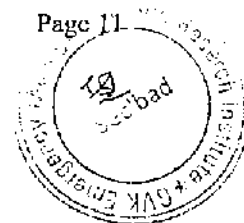
S.N.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Clarification sought with justification, if any
1.	[•]	[•]	[•]	[•]	[•]
2.	[•]	[•]	[•]	[•]	[•]
...					

It is preferred that the queries should be sent to the Authority at least 2 (two) business days before the scheduled Pre-Bid Conference. The email shall clearly bear the below mentioned subject:

¹ A trip is defined in Schedule 1 of the Draft Contract accompanying this RFP

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लखनऊ



Selection of Service Provider for operation and management of 102 National Ambulance Services in Uttar Pradesh

"Queries/Request for Additional Information: RFP for selection of private service provider for operation and management of 102 National Ambulance Services in Uttar Pradesh".

1.4 Schedule of Bidding Process

The Authority shall endeavor to adhere to the schedule as provided in the Bid Data Sheet. However, the Authority may, at its own discretion, revise or extend any of the timelines.

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 General terms of Bidding

- 2.1.1 A Bidder shall submit only 1 (one) Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit two bids either individually or as a member of any other Consortium, as the case may be.
- 2.1.2 Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Service Agreement shall have the meaning assigned thereto in the Service Agreement.
- 2.1.3 The Bidding Documents shall be available on the e-Tender portal <http://etender.up.nic.in> and National Health Mission, Uttar Pradesh website (www.nhrmup.gov.in). Any modifications / addendum / responses to queries shall be updated on the e-tender website and the Bidders are requested to check the website regularly for updates. The Authority shall not undertake any responsibility, if any, Bidder fails to regularly check the website for addendums. However, to participate in the online tendering process, at the time of making a Bid, the Bidder shall pay to the Authority a non-refundable sum of Rs. 25,000 /- (Rs. Twenty Five Thousand Only) as the cost of the RFP in the form of Demand Draft/Bankers Cheque /Pay order or through NEFT. ("**Bid Fee**")
- 2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Service Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Service Agreement.
- 2.1.5 The Qualification Bid shall be furnished as per formats provided in Appendix-I of this RFP. The Qualification Bid shall include the following:
- | | | |
|------------|---|---|
| ANNEXURE A | : | Letter comprising the Bid |
| ANNEXURE B | : | General Information of Bidder |
| ANNEXURE C | : | Power of Attorney for Signing of Bid |
| ANNEXURE D | : | Power of Attorney for Lead Member of Consortium |
| ANNEXURE E | : | Bid Security (Bank Guarantee) |
| ANNEXURE F | : | Joint Bidding Agreement |

Selection of Service Provider for operation and management of 102 National Ambulance Services in Uttar Pradesh

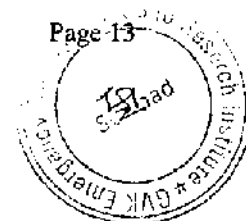
- ANNEXURE G: : Technical Capacity of Bidder
 ANNEXURE H : : Financial Capacity of Bidder
 ANNEXURE I : : Bid Checklist

- 2.1.6 The Financial Bid for the Project should be furnished in the format at Appendix-II, clearly indicating the bid amounts in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.7 As mentioned in Clause 1.3.4 above, the Bidder shall deposit a Bid Security in accordance with the provisions of this RFP. The Bidder has to provide the Bid Security in the form of a Bank Guarantee issued by a scheduled commercial bank, acceptable to the Authority, as per format set forth in Annexure E of Appendix I.
- 2.1.8 The validity period of the Bank Guarantee shall not be less than 225 (Two Hundred Twenty Five) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 180 (One hundred and Eighty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Service Agreement.
- 2.1.9 The Bidder should submit a Power of Attorney as per the format set forth in Annexure C of Appendix-I, authorising the signatory of the Bid to commit the Bidder. In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Lead Member as per the format set forth in Annexure D. of Appendix-I.
- 2.1.10 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.11 All communications in relation to or concerning the Bidding Documents and the Bid shall be in English language. All the documents comprising the Bid (digitally signed wherever required) shall be submitted online on the following e-portal: <http://etender.up.nic.in> on or before the Bid Due Date in the prescribed format and Qualification Bid except the Financial Bid received online shall be opened as per the timelines mentioned in the Bid Data Sheet. No other mode of submission is acceptable. Hence, physical submission of the documents is limited as per the Appendix III of RFP.
- 2.1.12 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.13 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return any Bid or any information provided along therewith.

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2.1.13 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be. The Bidder acknowledges and agrees such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is reasonable and represents the mutually agreed genuine pre-estimated loss and damages likely to be suffered and incurred by the Authority and not by way of penalty for, *inter alia*, the time, cost and effort of the Authority, including consideration of such Bidder's proposal ("Damages"). The Bidder acknowledges and agrees that such forfeiture and appropriation of the Bid Security or Performance Security (as the case may be) is without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Bidding Process, if:

- a) the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this qualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder(s), its Member or Associate is not more than 25% (twenty five per cent) of the paid up and subscribed equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this Clause 2.1.14, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Bidder is also a constituent of another Bidder; or
- c) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or Associate; or

- d) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- e) such Bidder or any Associate thereof has a relationship with another Bidder or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Bid of either or each of the other Bidder; or
- f) such Bidder has participated as a consultant or sub-consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

Explanation:

In case a Bidder is a Consortium, then the term Bidder as used in this Clause, shall include each Member of such Consortium.

2.1.14 For the purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is control by, or is under common control with such Bidder/Consortium Member (the "Associate"). The expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting share capital of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or otherwise.

2.1.15 Any award of the Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for their technical-qualification hereunder, the following shall apply:

- (a) The Bidder for qualification may be a single entity or a group of maximum 3 entities (the "Consortium"), coming together to implement the relevant Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be a member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- (b) A Bidder may be an entity registered in India under the Indian Companies Act or incorporated outside India under relevant laws of incorporation under country of its origin, or a society registered under Society Registration Act, 1860 or any other Indian law for registration of societies, a registered trust under Indian Trusts Act, 1882 or any other Indian law for registration of public trust or an entity incorporated under any other relevant Act within or outside India or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium (maximum 3 members) shall be eligible for consideration subject to the conditions set out in Clause 2.2.3 below.

Selection of Service Provider for operation and management of 102 National Ambulance Services in Uttar Pradesh

(c) A Bidder, in case of sole entity and all Consortium members, in case of Consortium, should not have been barred by the Government of India, Government of Uttar Pradesh or by any State Governments in India from participating in any project and the bar subsists as on the date of Bid Due Date. Further, the Bidder, in the last 3 financial years, should have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority nor should have a judicial pronouncement or arbitration award passed against it. The Furthermore, the Bidder or its Associates should not have not been convicted by a court or indicted or have had adverse orders passed against it by a regulatory authority which could cast a doubt on the Bidder's ability to undertake the Project which relates to a grave offence that outrages the moral sense of the community. In case the Bidder or any of its Associates have any litigation/disputes/arbitration pending against them, the Bidder shall disclose and submit such details in Annexure B. or.

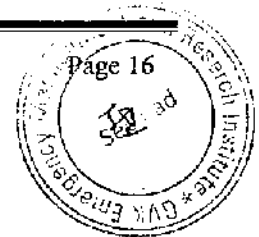
2.2.2 Minimum Eligibility Criteria

- I. To be considered as technically qualified, a Bidder shall fulfill the following minimum eligibility criteria (the "**Minimum Eligibility Criteria**"):
- (a) **Technical Capacity:** For demonstrating technical capacity and experience (the "**Technical Capacity**"), the Bidder shall have the following minimum experience:
- The Bidder (Sole Bidder/ Consortium of maximum 3 members) should have experience of operating a minimum fleet of 150 ambulances supported by a centralized call centre of at least 50 seats, in the last two financial years immediately preceding Bid Due Date (BDD). In case of a Consortium, the experience of all the members of the Consortium shall be cumulatively taken into consideration to satisfy the Minimum Eligibility Criteria requirement in respect of the Technical Capacity, as set out herein above.
 - The Bidder shall provide documentary evidence of the Technical Capacity as specified in this Clause. Such documentary evidence shall be duly signed by a whole time Director of the Bidder or a Member of the Consortium (whose Technical Capacity was taken into consideration for the purposes of technical qualification under and in accordance with the RFP), as the case may be.
- (b) **Financial Capacity:** For demonstrating financial capacity, the Bidder shall have to fulfill the following conditions (the "**Financial Capacity**"): -

S. No.	Criteria	Requirements
1	Net worth	Positive
2	Minimum Average Annual Turnover (in INR Crore) ⁵	100

Request for Proposal document

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⁸ in the last three financial years, preceding the Bid Due Date (BDD).

For the purposes of this RFP, Net Worth means:

- i. in case the Bidder is a company, Net Worth will mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation; and
- ii. in case the Bidder is a trust or a society, Net Worth will mean the sum of available corpus and reserves.

For the purposes of this RFP, Turn Over means:

- i. in case the Bidder is a company - the aggregate value of the realization of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company during a financial year. For avoidance of doubt, it is clarified that it shall not include interest earned from financial instruments.
- ii. in case the Bidder is a society or a trust - the gross receipts which includes donations from individuals and corporations, support from government agencies, income from activities related to the organization's mission, and income from fundraising activities, membership dues, and financial investments such as stock shares in companies.
- iii. In case the annual accounts for the last financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect, certified by the statutory auditor in accordance with Clause 2.2.5. In such a case, the Bidder shall provide the audited annual reports for the financial year proceeding the latest financial year for which the audited annual report is not being provided.

In the case of a consortium, the Minimum Eligibility Criteria in respect of the Financial Capacity, namely the average annual turnover requirement (as specified in this Clause 2.2.2 I (b) shall be evaluated by taking the average of annual total turnovers of all members (including Lead Member) in proportion to their share in the Project.

Name of the Entity	FY15-16	FY16-17	FY17-18	Average Annual Turnover (AAT)
Lead Member	Y1	Y2	Y3	$AAT = (Y1+Y2+Y3)/3$
Member 2	Z1	Z2	Z3	$AAT = (Z1+Z2+Z3)/3$

The Turnover of the Bidder(s) shall be computed as a weighted average of Turnover of a member in proportion to its proposed capital investment share or equity stake (%) in the Consortium for this Project.

Illustration:

For illustration and avoidance of any doubts, the following method is placed in clarification:

If Company A (Average Annual Turnover in last 3 years : Rs 10 crores) & Company B (Average Annual Turnover in last 3 years: Rs 5 crores) in a Consortium with shareholding of A as 60% and B as 40% then the Weighted Financial Score of the Consortium shall be :

For Weighted Average Annual Turnover

$$10 \times 60\% + 5 \times 40\% = 8 \text{ Crores}$$

* For the purpose of evaluating the positive net worth requirement, the sum of net worth of all the members of the consortium shall be considered and the same should be positive (i.e. greater than zero) at the close of the latest financial year preceding the Bid Due Date (BDD).

- II. In computing the Technical & Financial Capacity of the Bidder/ Consortium Members under Clause 2.2.2, the Technical & Financial Capacity of their respective Associates would also be eligible hereunder.
- 2.2.3 In case the Bidder is a Consortium, it should comply with the following additional requirements:
- (a) Bid should contain the information required for each Member of the Consortium, provided number of members of Consortium should not exceed 3(three);
 - (b) Members of the Consortium shall nominate 1 (one) member as the lead member ("Lead Member");
 - (c) The nomination of the Lead Member shall be supported by a Power of Attorney, as per the format set forth in Annexure D of Appendix I, signed by all the other members of the Consortium;
 - (d) The parties to a Consortium shall be jointly and severally liable if awarded to the Consortium; and
 - (e) Members of the Consortium shall enter into a binding Joint Bidding Agreement (the "Joint Bidding Agreement") for the purpose of submitting the Bid. The Joint Bidding Agreement shall, inter alia:

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- (i) convey the intent to enter into the Service Agreement and subsequently carry out all the responsibilities as Service Provider in terms of the Service Agreement, in case the Project is awarded to the Consortium;
 - (ii) clearly outline the proposed roles and responsibilities of each Member at each stage;
 - (iii) In case of a Consortium, the Consortium Members shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the Service Provider during the Contract Period of the Service Agreement and the Members whose Technical Capacity and Financial Capacity is being taken into account for evaluating fulfilment of Minimum Eligibility Criteria by the Consortium, shall hold and own an at least 26% (twenty six per cent) each in the paid up and subscribed equity of the Service Provider. Provided further, that the Lead Member shall mandatorily have an equity share of at least 26% (twenty six per cent) of the paid up and subscribed equity of the Service Provider..
- (b) except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

(Note: A copy of the Joint Bidding Agreement should be submitted along with the Bid. The Joint Bidding Agreement entered into between the members of the Consortium should be specific to the Project and should fulfill the above requirements, failing which the Bid shall be considered non-responsive.)

- 2.2.4 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of the Bid, would not be eligible to submit the Bid, either individually or as Member of a Consortium.
- 2.2.5 The Bid must be accompanied by the audited annual reports of the Bidder (of each Member in case of a Consortium) for the latest financial year preceding the Bid Due Date. The Bidder shall enclose in its Bid, as per the format set forth in Annexure H of Appendix I, complete with its Annexes, the certificate(s) from its statutory auditors specifying the Net Worth of the Bidder at the close of the financial year preceding the Bid Due Date and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of Clause 2.2.2I(b).

In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited annual reports for the financial year proceeding the latest financial year for which the audited annual report is not being provided.

- 2.2.6 No change in the composition of the Consortium is allowed subsequent to the submission of the Bid during the Bidding Process.

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2.3 Change in Ownership

- 2.3.1 By submitting the Bid, the Bidder shall be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Agreement, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the concessionaire. In such an event, notwithstanding anything to the contrary contained in the Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement or otherwise.

2.4 Cost of Bidding

- 2.4.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Verification of information

- 2.5.1 Bidders are encouraged to submit their respective Bids after ascertaining for themselves the Applicable Laws, applicable permits and regulations, and any other matter considered relevant by them for discharging the Services under the Services Agreement.
- 2.5.2 It shall be deemed that by submitting a Bid, the Bidder has:
- made a complete and careful examination of the Bidding Documents;
 - received all relevant information requested from the Authority;
 - acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.5.1 above;
 - satisfied itself about all matters, things and information including matters referred to in Clause 2.5.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
 - acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.5.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of

profits etc. from the Authority, or a ground for termination of the Service Agreement; and

f) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.5.3 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Documents including the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.6 Right to accept and to reject any or all Bids

2.6.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.6.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.6.3 The Authority reserves the right to reject any Bid and appropriate the Bid Security if, at any time, a material misrepresentation is made or uncovered or the Bidder does not provide, within the time specified by the Authority, supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Consortium, then the entire Consortium shall be disqualified / rejected. If such disqualification / rejection occurs after the Bids have been opened and the Lowest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- (a) to choose the Selected Bidder in accordance with Clause 3.3.5 and 3.3.6; or
- (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.6.4 In case it is found during the evaluation or at any time before signing of the Service Agreement or after its execution and during the period of subsistence thereof, that one or more of the Minimum Eligibility Criteria have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Service Provider either by issue of the LOA or entering into of the Service Agreement, and if the Bidder has already been issued the LOA or has entered into the Service Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder or Service Provider, as the case may be. In such an event,

the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

B. DOCUMENTS

2.7 Contents of the RFP

- 2.7.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addendum issued in accordance with Clause 2.9 or any other documents issued by the Authority pursuant to this RFP (collectively the "**Bidding Documents**").

Invitation for Bids

Section 1.	Introduction
Section 2.	Instructions to Bidders
Section 3.	Evaluation of Bids
Section 4.	Fraud and Corrupt Practices
Section 5.	Pre-Bid Conference
Section 6.	Miscellaneous

Appendices

I Formats for Qualification Bid

ANNEXURE A.	Letter comprising the Bid
ANNEXURE B.	General Information of Bidder
ANNEXURE C.	Power of Attorney for Signing of Bid
ANNEXURE D.	Power of Attorney for Lead Member of Consortium
ANNEXURE E.	Bid Security (Bank Guarantee)
ANNEXURE F.	Joint Bidding Agreement
ANNEXURE G.	Technical Capacity of Bidder
ANNEXURE H.	Financial Capacity of Bidder
ANNEXURE I.	Bid Checklist

II. Format for Financial Bid

III. List of Documents to be submitted physically in original hard copy

- IV. E-tendering Details
- V. Details of Existing Ambulances
- VI. Details of Equipment
- VII. Details of Hardware

Draft Contract

The Draft Service Agreement set out in Part II as part of the Bid Documents shall be deemed to be part of this RFP.

2.8 Clarifications

- 2.8.1 Bidders requiring any clarification on the Bidding Documents including the RFP may notify the Authority by e-mail in accordance with Clause 1.3.9. They should send in their queries before the date mentioned in the schedule of Bidding Process specified in Clause 1.4. The Authority shall endeavor to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Bid Due Date. The responses without identifying the source of queries will be uploaded on the e-tendering portal of the Authority.
- 2.8.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.8.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
- #### 2.9 Amendment of RFP
- 2.9.1 At any time prior to the deadline for submission of Bids, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum ("Addendum").
- 2.9.2 Any Addendum issued hereunder shall be posted/ uploaded on the e-tender portal <http://etender.up.nic.in> through corrigendum and shall form an integral part of the Bidding documents. The relevant clauses of the e-Tender documents shall be treated as amended accordingly, in terms of corrigendum(s). It shall be sole responsibility of the Bidders to check e-Tender portal from time to time for any such amendments. The Authority shall not be responsible for any negligence on part of the Bidder.
- 2.9.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF E-BIDS

2.10 Submission of e-Bids

- 2.10.1 The Bidder shall provide all the information sought under this RFP and upload the same on the portal i.e. <http://etender.up.nic.in> as a part of its online submission of Bid as well as by way of physical submission of original copy of the information/documents comprising the Bid as per the requirements to the Authority. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.10.2 The e-Bids prepared by the Bidder shall comprise the following components:
- Qualification Bid
 - Financial Bid/BOQ in XLS format to be filled in after downloading from the eProcurement website for this e-tender. Prices shall be quoted in Indian Rupees only.
- 2.10.3 The Bidder shall upload the technical and financial bid on e-tender portal <http://e-tender.up.nic.in>.
- 2.10.4 The Bidder shall furnish, as part of Qualification Bid establishing the technical qualification to perform the contract. The Bidder will electronically in the PDF format should submit the documentary evidence in the support of the information furnished. PDF file should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the eBid portal.
- 2.10.5 All the pages of the Bid must be SEQUENTIALLY NUMBERED and MUST contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- 2.10.6 Cover Page and Forwarding Letter of the bid shall be initialed and stamped by the person or persons who sign the bid.

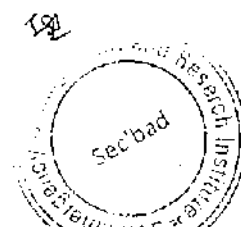
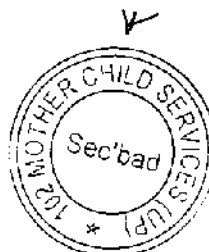
2.11 Preparation of Bids

- 2.11.1 The Bidder shall submit the Qualification Bid in the formats specified under Appendix-I, and upload the scanned version of the documents comprising the Enclosures of Bid (digitally signed wherever required) on the e-tendering portal of the Authority. The Qualification Bid shall include:
- Bid Fee by way of Demand Draft/Bankers Cheque /Pay order or proof of NEFT, as the case may be, (scanned copy should be uploaded);
 - Letter comprising the Bid (Appendix – I - ANNEXURE A);
 - General Information of Bidder (Appendix – I - ANNEXURE B)
 - Power of Attorney for signing of Bid in the prescribed format (Appendix – I - ANNEXURE C);
 - If applicable, the Power of Attorney for Lead Member of Consortium (Appendix – I - ANNEXURE D);

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- f. Bid Security (Appendix - I - ANNEXURE E);
 - g. Joint Bidding Agreement (in case of Consortium) (Appendix - I - ANNEXURE F);
 - h. Technical Capacity of the Bidder (Appendix - I - ANNEXURE G);
 - i. Financial Capacity of the Bidder (Appendix - I - ANNEXURE H);
 - j. Bid Checklist (Appendix - I - ANNEXURE I); and
 - k. A copy of the Service Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney referred to in Clause (c) hereinabove.
- 2.11.2 The Bidder shall separately upload the financial bid for the Project in the format specified in Appendix - II on the e-tendering portal of the Authority. In case of discrepancy in the quoted prices, the price written in words will be considered as final and valid.
- 2.11.3 The documents as specified in Appendix III, to be submitted in hard copy in original. Each page thereof shall be initialed in blue ink by the authorised signatory of the Bidder. This shall be placed in an envelope and marked as "Enclosures of the Bid".
- 2.11.4 The envelopes, specified in Clause 2.11.3 shall clearly bear the following identification:
"Selection of private service provider for Operation and Management of 102 National Ambulance Services in Uttar Pradesh" and shall clearly indicate the name and address of the Bidder.
- 2.11.5 Envelope shall be addressed to:
 The Mission Director,
 Vishal Complex, 19-A, Vidhan Sabha Marg,
 Lucknow, Uttar Pradesh, India - 226 001
- 2.11.6 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted.
- 2.11.7 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 2.12 Bid Due Date and Time**
- 2.12.1 Bids should be submitted online on or before the time specified in Clause 1.4 on or before the Bid Due Date in the manner and form as detailed in this RFP. The hard copy of the documents as per Appendix III should be submitted on or before the date and time specified Clause 1.4, in the designated Tender Box provided at the address provided in Clause 2.11.5 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the office of person specified at Clause 2.11.5.
- 2.12.2 The Authority may, in its sole discretion, extend the Bid Due Date and specified time by issuing an Addendum in accordance with Clause 2.9 uniformly for all Bidders.


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2.13 Late Bids

Bids (including both online as well as hard copy) received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.14 Contents of the Bid

2.14.1 The Qualification Bid for the Project shall be furnished in the formats provided under Appendix – I.

2.14.2 The Financial Bid shall be furnished in the format at Appendix – II and shall consist of fixed fee per Ambulance per month in the first year in the required format during the Concession Period of the Service Agreement, to be quoted by the Bidder. The Bidder shall specify (in INR) the amount payable to the Bidder by the Authority in accordance with this RFP and the provisions of the draft Service Agreement.

2.14.3 Generally, subject to the terms hereof, the Project shall be awarded to the Lowest Bidder.

2.14.4 The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.14.5 The draft Service Agreement shall be deemed to be part of the Bid.

2.15 Modifications/ Substitution/ Withdrawal of Bids

2.15.1 The bidder may modify or withdraw its prior to the Bid Due Date online by replacing the older version with the new version of the document. No modification can be done after bid due date.

2.15.2 For the original copy of documents to be submitted in hard copy, the modification, substitution or withdrawal shall be prepared, sealed, marked, and delivered in accordance with Clause 2.11, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.15.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the specified time on the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Rejection of Bids

2.16.1 If any Bid received online by the Authority in the pdf format is found not signed and/or sealed and/or readable with proper resolution and/or marked as stipulated in Clauses 2.10 and 2.11, and/or not submitted the original Bid Security as specified in Clause 2.1.8, it may be summarily rejected.

2.16.2 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul Bidding Process and to reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason whatsoever. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids hereunder.

2.16.3 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.17 Validity of Bids

- 2.17.1 The Bids shall be valid for a period of not less than 225 (Two hundred and Twenty Five) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.18 Confidentiality

- 2.18.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the Bidding Process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and / or the Authority or as may be required by law or in connection with any legal process.

2.19 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D. BID SECURITY**2.20 Bid Security**

- 2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 2.1.8 and 2.1.9 hereinabove in the form of a bank guarantee issued by a Nationalized / Scheduled Bank in India, in favour of 'State Health Society, Uttar Pradesh, Lucknow', payable at Lucknow/Delhi in the format set forth in Annexure E of Appendix -I (the "Bank Guarantee") and having a validity period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, "Scheduled Bank" shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
- 2.20.2 The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.20.3 Save as provided in Clause 1.3.4 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority.
- 2.20.4 The Selected Bidder's Bid Security will be returned, without any interest, upon the Bidder signing the Service Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Service Agreement.

- 2.20.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages *inter alia* in any of the events specified in Clause 2.20.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the Bid validity period. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.20.6 The Bid Security shall be forfeited and appropriated by the Authority as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Service Agreement, or otherwise, under the following conditions:
- If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
 - If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
 - In the case of Selected Bidder of the Project, fails within the specified time limit -
 - to sign and return the duplicate copy of LOA;
 - to sign the Service Agreement; or
 - to furnish the Performance Security within the period prescribed thereof in the Service Agreement;
 - In case the Selected Bidder, having signed the Service Agreement, commits any breach thereof prior to furnishing the Performance Security.
- 2.20.7 The Bid Security of Bidders whose Bid is rejected on account of not meeting the Minimum Eligibility Criteria will be returned/refunded within a period of 60 (sixty) days from the date of intimating the rejection of the proposal by Authority to the Bidder.
- 3. EVALUATION OF BIDS**
- 3.1 Opening and Evaluation of Bids**
- 3.1.1 The Authority shall start downloading/ opening the online Qualification Bid at the prescribed time in Clause 1.4 on the Bid Due Date, at the place specified in Clause 2.11.5 and in the presence of the Bidders who choose to attend. The Bids for which Bidder has exercised withdrawal option on the e-tendering portal in accordance with Clause 2.15 shall not be downloaded/ opened.
- 3.1.2 The Authority will subsequently examine and evaluate the Qualification Bid in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Qualification Bid, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Qualification Bid.

3.2 Tests of responsiveness

3.2.1 As part of the evaluation of Qualification Bids, the Authority shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- (a) it is received as per the format at Appendix - I;
- (b) it is received by the Authority on or before the specified time on the Bid Due Date including any extension thereof pursuant to Clause 2.12.2;
- (c) it is signed and sealed as stipulated in Clauses 2.10 and 2.11;
- (d) it is accompanied by the Bid Security as specified in Clause 2.1.8;
- (e) it is accompanied by the Power(s) of Attorney as specified in Clause 2.1.10 and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.3 (c) as the case may be;
- (f) it does not contain any condition or qualification;
- (g) the hard copy of the Bid/ enclosures of bid as specified in Appendix III has been duly submitted to the Authority by the date and time specified in this RFP;
- (h) it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in this RFP; and
- (i) it is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Selection of Bidder

3.3.1 The Bidders considered as responsive in terms of Clause 3.2.1 and fulfilling the Minimum Eligibility Criteria as set forth in Clause 2.2.2 shall be declared as the Qualified Bidders.

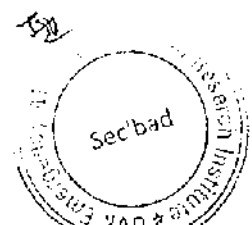
3.3.2 Financial Bids of only Qualified Bidders shall be considered for evaluation. The date on which the Financial Bids will be opened shall be intimated to the Qualified Bidders.

3.3.3 Subject to Clause 3.3.6 below, for the Project, the Qualified Bidder quoting the lowest fixed fee per Ambulance per month in the first year (in the required format), to be paid by the Authority during first operation year shall be declared as the selected bidder (the "Selected Bidder") for the Project.

3.3.4 Subject to Clause 3.3.6 below, in the event that 2 (two) or more Qualified Bidders quote the same amount of Fee per ambulance per month (the "Tie Bidders"), the Selected Bidder shall be identified by asking the two Bidders to provide their best and final offer. The Bidder offering the most advantageous Final offer shall be adjudged the winner.

3.3.5 In the event that the Lowest Bidder of the Project withdraws or is not selected for any reason in the first instance (the "First Round of Bidding") for the Project, the Authority may invite all the remaining Qualified Bidders to revalidate or extend their respective Bid Security, as

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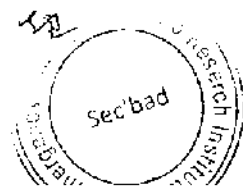
necessary, and shall invite all the remaining bidders to match the bid of the aforesaid Lowest Bidder (the 'Second Round of bidding'). If in the second round of bidding, only one Bidder matches the aforesaid Lowest Bidder, it shall be selected the Preferred Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was ranked lower as compared to other Bidder(s) in the first round of bidding shall be selected the Preferred Bidder. For example, if the third and fifth ranked Bidders in the first round of bidding offer to match the said first ranked Bidder in the second round of bidding, the said third rank Bidder shall be the Selected Bidder. In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified in this Clause 3.3.5 above, the Authority may, in its discretion annul the Bidding Process.

- 3.3.6 After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.3.7 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Service Agreement within the period prescribed in Clause 1.4. The Selected Bidder shall not be entitled to seek any deviations in the Service Agreement.

3.4 Contacts during Bid Evaluation

- 3.4.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

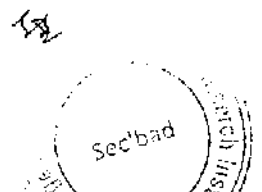

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4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Service Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Service Agreement, the Authority shall reject a Bid, withdraw the LOA, or terminate the Service Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Service Provider, as the case may be, if it determines that the Bidder or Service Provider, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Service Agreement, if a Bidder or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Service Agreement, such Bidder or Service Provider shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Service Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
 - "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;


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- 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 (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 Pre-bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of 3 (three) representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of pre-bid conference, the Bidders shall be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, at its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

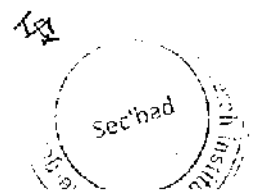
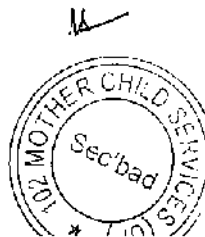
- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Uttar Pradesh shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process including any terms and conditions specified in this RFP.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; or
 - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto

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and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.


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APPENDIX – I: FORMATS FOR QUALIFICATION BID

ANNEXURE A

Letter Comprising the Bid

Dated:

To

The Mission Director
National Health Mission, Uttar Pradesh,
Vishal Complex, 19-A, Vidhan Sabha Marg,
Lucknow, Uttar Pradesh, India – 226 001.

Sub: Selection of service provider for operation and management of 102 National Ambulance Services in Uttar Pradesh

Dear Sir,

1. With reference to your RFP document dated _____, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the Project. The Bid is unconditional and unqualified.
2. All information provided in the Bid and in the Appendices is true and correct.
3. This statement is made for the express purpose of qualifying as a Bidder for the implementation, operation and maintenance of the Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that in the last 3 (three) years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority;
 - b) I/ We do not have any Conflict of Interest in accordance with Clause 2.1.14 of the RFP;

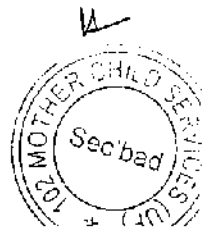
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- c) I We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with any other public sector enterprise or any Authority, Central or State; and
- d) I We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.6.2 of the RFP.
9. I/ We declare that we/ any Member of the Consortium are/ is not a Member of a/ any other Consortium submitting a Bid for the Project.
10. I/ We certify that in regard to matters other than security and integrity of the country, I/ we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, I/ we have not been charge-sheeted by any agency of the Authority or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
14. We acknowledge that our Consortium/ proposed Consortium is qualified on the basis of Technical Capacity and Financial Capacity of its Members. We further agree and acknowledge that the consortium members shall be jointly and severally responsible for the obligations contained in the Service Agreement.
15. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and pre-qualification under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Service Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Service


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Agreement shall be liable to be terminated without the Authority Authority being liable to us in any manner whatsoever.

16. I/ We understand that the Selected Bidder shall be an existing [Company/ Trust/ Society] incorporated under relevant laws of India or from outside India under equivalent law and shall incorporate a company under the Companies Act prior to execution of the Service Agreement.
17. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the Project and the terms and implementation thereof.
18. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Service Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
19. I/We have studied all the Bidding Documents carefully and also surveyed the sites. I/ We understand that except to the extent as expressly set forth in the Service Agreement, I/ we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of it.
20. The Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP; draft Service Agreement, our own estimates of costs call volumes and after a careful assessment of the state and all the conditions that may affect the Bid.
21. The Bid Security in the form of a Bank Guarantee is attached.
22. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Service is not awarded to me/us or our Bid is not opened.
23. I/We agree and undertake to abide by all the terms and conditions of the RFP.
24. We agree and undertake to be jointly and severally liable for all the obligations of the Service Provider under the Service Agreement

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date: (Signature of the Authorised signatory)
Place: (Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

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ANNEXURE B: GENERAL INFORMATION OF BIDDER

1.
 - a) Name:
 - b) Country of incorporation:
 - c) Address of the {corporate headquarters and its branch office(s)/ registered office}, if any, in India:
 - d) Date of incorporation and/ or commencement of business:
2. Brief description of the {Company/Trust/ Society} including details of its main lines of business and proposed role and responsibilities in the Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:

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- (a) The information above (1-4) should be provided for all the Members of the Consortium.
- (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.3(e) should be attached to the Bid.
- (c) Information regarding the role of each Member should be provided as per table below:

S. No.	Name of Member	Role* {Refer Clause 2.2.3(e)} ¹	Percentage of equity in the Consortium {Refer Clauses 2.2.3 (a), (b) & (e)}
1.			
2.			
3.			

* The role of each Member, as may be determined by the Bidder, should be indicated.

- (d) The following information shall also be provided for each Member of the Consortium and/or Associate²:

Name of Bidder/ Member of Consortium:

No.	Criteria	Yes	No
4.	Has the Bidder/constituent of the Consortium/its Associate been barred by the {Central/State} Authority, or any entity controlled by it, from participating in any project.		
5.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
6.	Has the Bidder/constituent of the Consortium/its Associate paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last 3 (three) years?		

6. A statement by the Bidder and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material nonperformance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below. (Attach extra sheets, if necessary.)

¹ All provisions contained in curly parenthesis shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder

² Provide details of only those Associates whose technical capacity and Net Worth are to be evaluated

ANNEXURE C: POWER OF ATTORNEY FOR SIGNING OF BID

(Refer Clause 2.1.10)

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr.

_____ Ms _____ (Name), _____ son/daughter/wife of _____ and presently residing at _____, who is {presently employed with us/ the Lead Member of our Consortium and holding the position of _____; as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Request for Proposal for Selection of private service provider for operation of 102 National Ambulance Services in Uttar Pradesh ("Project") proposed or being developed by the _____ (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' meetings and other conferences and providing information /responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Authority or any entity representing the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF _____, 20**.

For

.....

(Signature) Witnesses:

(Name, Title and Address)

- 1.
- 2.

[Notarised]

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *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.*
- *Also, wherever required, the Bidder 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.*
- *Power of Attorney should be executed on a non judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

ANNEXURE D: POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(Refer Clause 2.1.10)

Whereas Director General, Family Welfare, Uttar Pradesh (the "Authority") has invited Request for Proposal for Selection of private service provider for operation and management of 102 National Ambulance Services in the State of Uttar Pradesh (the "Project").

Whereas, _____ and _____ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, M/s. _____, having our registered office at _____, and M/s. _____, having our registered office at _____, {insert the respective names and addresses of the registered office} (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s _____, having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Project, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' meetings and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Authority Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Service Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED

THIS POWER OF ATTORNEY ON THIS DAY OF 20**.

For _____

Selection of Service Provider for operation and management of 102 National Ambulance Services in Uttar Pradesh

(signature)

(Name & Title)

For _____

(signature)

(Name & Title)

For _____

(Name & Title)

(Executants)

(To be executed by all the Members of the Consortium)

Witnesses:

[Notarised]

1.

2.

Notes:

- 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.
- Also, wherever required, the Bidder 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.
- Power of Attorney should be executed on a non-judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued.

ANNEXURE E: FORMAT FOR BID SECURITY (BANK GUARANTEE)

(Refer Clauses 2.1.8 and 2.20.1)

(To be executed on Stamp paper of appropriate value)

B.G. No.

Dated:

1. In consideration of you, Uttar Pradesh, having its office at Lucknow, Uttar Pradesh (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the Bid of {a Company registered under the provisions of the Companies Act/a society registered under Society Registration Act, 1860 or any other Indian law for registration of societies/ a trust registered under the Indian Trusts Act, 1882 or any other Indian law for registration of public trust} and having its registered office at {and acting on behalf of its Consortium} (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for in the State of Uttar Pradesh (hereinafter referred to as the "Project") pursuant to the RFP Document dated issued in respect of the Project and other related documents (hereinafter collectively referred to as "Bidding Documents"), we [Name of the Bank] having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.8 read with Clause 2.1.9 of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. (Rupees Only) as bid security (hereinafter referred to as the "Bid Security") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
 - a) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. XXXX/- (Rupees only).

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- b) This Guarantee shall be irrevocable and remain in full force for a period of 180 (One hundred and Eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
- c) We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
- d) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- e) In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- f) Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- g) We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
- h) It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable


 102 नेशनल अम्बुलेंस सर्विसेस लि.
 प्रधान कार्यालय
 प्लॉट नं. 102, गेट नं. 1, इंदिरा गांधी नगर, लखनऊ-226 002




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 प्रधान कार्यालय

against the Bank, notwithstanding any other security which the Authority 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 unrealized.

- i) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
- j) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

Signed and Delivered by _____ Bank

By the hand of Mr./Ms. _____, its _____ and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

ANNEXURE F: JOINT BIDDING AGREEMENT

(Refer Clause 2.2.3(e))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {....., a company/society/trust incorporated/registered under the} and having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {....., a company/society/trust incorporated/registered under the} and having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {....., a company/society/trust incorporated/registered under the} and having its registered office at (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)¹.

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

- (A) Director General, Family Welfare, Uttar Pradesh, (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the "Bids") by its Request for Proposal No. dated (the "RFP") for selection of private service provider for "operation and management of 102 National Ambulance Services in Uttar Pradesh." (the "Project") through public private partnership.
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP and other Bidding Documents in respect of the Project, and
- (C) It is a necessary condition under the RFP that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

¹ A consortium can have a maximum of 3 members

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it shall enter into a Service Agreement with the Authority and for performing all its obligations as the Service Provider in terms of the Service Agreement for the Project.

4. Role of the Parties

The Parties hereby undertakes that Party of the First Part shall be the Lead Member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium throughout the contract period.

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Service Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV/ capital investment shall be as follows:

First Party:

Second Party:

Third Party:

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or Authority action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
- (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other Governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Termination of the Service Agreement. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of India.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this

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Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. *For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.*


(Name of the Signatory)
सहसिद्धांत



ANNEXURE G: TECHNICAL CAPACITY OF BIDDER*(Refer to Clause 2.2.21 (a) of the RFP)*

S. No.	Name of the Project and Location	Legal Entity claiming experience	Associate relationship of the Legal Entity who is claiming relationship with the Bidder/ Consortium Member	Start date of operations (if applicable) of Service	Details of Services being provided (fleet size/ ambulance/ type of service/ supported by call centre of capacity.. etc.)	Remarks
1						
2						
3						
4						
5						
6						

ANNEXURE H: FINANCIAL CAPACITY OF BIDDER

(to be certified by the statutory auditor)

(Refer to Clause 2.2.2 I (b) of the RFP)

I. Net Worth of the Bidder

Bidder type	Net Worth (In Rs. Crore)
Single entity Bidder / Lead Member of the Consortium	
{Name of the Consortium Member 1}	
{Name of the Consortium Member 2}	
Total Net Worth for Single entity/ Consortium	

II. Annual Turnover of the Bidder

Bidder type	Annual Turnover (In Rs. Crore)		
	FY 2015-16	FY2016-17	FY2017-18
Single entity Bidder / Lead Member of the Consortium			
{Name of the Consortium Member 1}			
{Name of the Consortium Member 2}			
Total Average Annual Turnover for Single entity/ Consortium			

It is certified that the calculation of Net Worth and Average Annual Turnover have been carried out as the formula presented in the Clause 2.2.2 I (b) of the RFP.

Sign and seal of Statutory Auditor

(Name & address of Statutory Auditor)

Instructions:

The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports in accordance with Clause 2.2.5 of the RFP. The financial statements shall:

- a. reflect the financial situation of the Bidder or Consortium Members and its their Associates where the Bidder is relying on its Associate's financials;
- b. be audited by a statutory auditor;
- c. be complete, including all notes to the financial statements; and
- d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Note:

*1. In case of a Consortium the Financial Statement reflecting the Net Worth of all the relevant Member(s) and/or its/their Associates being evaluated to meet the Financial Capacity shall be prepared and signed by the Lead Member, and the certificates from statutory auditors of the relevant Members shall be attached to this Financial Statement. 2. * For conversion of US Dollars to INR, the rate of conversion shall be INR [67] to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.*


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ANNEXURE I: BID CHECKLIST

S. No	Item	Checked by Bidder	Checked by Authority
1	Letter comprising the Bid (Appendix 1 - ANNEXURE A);		
2	General Information of Bidder (Appendix 1 - ANNEXURE B)		
3	Power of Attorney for signing of Bid in the prescribed format (Appendix - 1 - ANNEXURE C);		
4	If applicable, the Power of Attorney for Lead Member of Consortium in the prescribed format (Appendix - 1 - ANNEXURE D);		
5	Bid Security in the prescribed format (Appendix - 1 - ANNEXURE E);		
6	Joint Bidding Agreement (in case of Consortium) (Appendix - 1 - ANNEXURE F);		
7	Technical Capacity of the Bidder (Appendix - 1 - ANNEXURE G);		
8	Financial Capacity of the Bidder (Appendix - 1 - ANNEXURE H);		
9	A copy of the Draft Contract/ Service Agreement with each page initialed by the person signing the Bid in pursuance of the Power of Attorney		
10	Bid Fee (non-refundable) of Rs. 25,000		


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APPENDIX - II: FORMAT FOR FINANCIAL BID

Financial Proposal
(Refer Clauses 2.1.6)

Dated:

To

The Mission Director

National Health Mission, Uttar Pradesh.

Vishal Complex, 19-A, Vidhan Sabha Marg,

Lucknow, Uttar Pradesh, India – 226 001

Sub: Selection of private service provider for operation and management of 102 National Ambulance Services in Uttar Pradesh

Dear Sir,

1. With reference to your RFP document dated _____, we, having examined the Bidding Documents and understood their contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. We hereby submit our Bid and offer to perform services as per the quote below:

	In numeric	In words
Fixed Fee per Ambulance per month for the first year (In INR)		

The quote herein above is exclusive of GST.

3. The Fee at start of each of the subsequent year after first year shall be increased by 8% of the last existing fee paid.
4. We agree to keep this offer valid for 180 (One hundred eighty) days from the Bid Due Date specified in the RFP.
5. We agree and undertake to abide by all the terms and conditions of the Bidding Documents. In witness thereof, we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Bidder/Lead Member

APPENDIX III

LIST OF DOCUMENTS TO BE SUBMITTED PHYSICALLY IN ORIGINAL HARD COPY

1. Demand Draft/Bankers Cheque/Pay order as Bid Fee or proof of NEFT (UTR receipt), as the case maybe;
2. Power of Attorney for signing of Bid in the format at Annexure C of Appendix-I;
3. If applicable, the Power of Attorney for Lead Member of Consortium in the format at Annexure D of Appendix-I;
4. Joint Bidding Agreement, if applicable;
5. Bank Guarantee for Bid Security.

Note: The Bidder shall need to upload scan copy of all the above mentioned documents along with its Qualification Bid


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APPENDIX IV: E-TENDERING DETAILS

Submission of e-Bids

The e-Bid Submission module of e-Tender portal <http://etender.up.nic.in> enables the bidders to submit the e-Bid online against the e-Tender. Bid Submission can be done only from the Bid Submission start date and time till the e-Bid Submission end date and time given in the eBid. Bidders should start the e-Bid Submission process well in advance so that they can submit their e-Bid in time. The Bidders should submit their Bids considering the server time displayed in the e-Tender portal. This server time is the time by which the Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the Tender schedule. Once the e-Bid submission date and time is over the Bidders cannot submit their eBid. For delay in submission of e Bids due to any reasons, the Bidders shall only be held responsible.

The Bidders have to follow the following instructions for submission of their e Bids:

For participating in e-Tender through the e-Bidding system, it is necessary for the Bidders to be the registered users of the e-Tender portal <http://etender.up.nic.in>. For this, the Bidders have to register themselves on e-Tender portal <http://etender.up.nic.in>.

In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the e-Bidding system and subsequently he/she will be allowed to carry out his/her e-Bids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the e-Bidding system using the User Login option on the home page with the Login Id and Password with which he/she has registered as enumerated in the preceding paragraph above.

For successful registration of DSC on e-Procurement portal <http://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, State government of India. The Bidder is also advised to register his/her DSC on e-Tender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her eBid against this e-Tender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before e-Bid submission date starts. The Authority shall not be held responsible if the Bidder tries to submit his/her eBids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.

The Bidder can search for active Bids through "Search Active Bids" link, select a Bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the e-Bid Submission menu. After selecting and viewing the Bid, for which the Bidder intends to e-Bid, from "My Bids" folder, the Bidder can place his/her Bid by clicking "Pay Offline" option available at the end of the view Bid details form. Before this, the Bidder should download the Bid document and study them carefully. The Bidder should keep all the documents ready as per the requirements of e-Bid document in the PDF format. After clicking the 'Pay Offline' option, the Bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee offline payment details. After entering and saving the Processing fee details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc. (Appendix "I") of this RFP document. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before Bid submission and date and time, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e-Bid submitted will not be accepted. Before uploading, the Bidder

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has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in Technical schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label.

The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the Bid openers to ensure that the Bid documents are protected, stored and opened by concerned Bid openers only.

After successful submission of e-Bids, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The Bidder can take a printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

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APPENDIX V: DETAILS OF EXISTING AMBULANCES

Provided as a separate document


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APPENDIX VI: DETAILS OF EXISTING MEDICAL EQUIPMENT

Provided as a separate document


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APPENDIX VII: DETAILS OF EXISTING HARDWARE

Provided as a separate document


(सचिव) (उत्तर प्रदेश)
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Request for Proposal document



Signature Not Verified

Digitally signed by VIVEK KUMAR
DVIVEDI
Date: 2018.12.20 16:07:03 IST
Location: Uttar Pradesh



Corrigendum issued by Authority

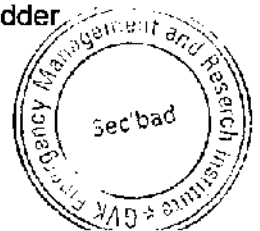
Authority


(डा० नागा गुप्ता)
सहानिदेशक
परिवार कल्याण, उ०प्र०
लखनऊ

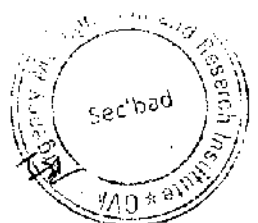
Service Provider



Selected Bidder

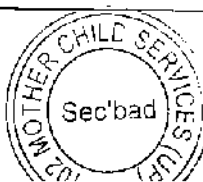


Selection of Service Provider for operation and management of 102 National Ambulance Services in Uttar Pradesh
Corrigendum 1



S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause
1	10	Part I - RFP	1.3.4	The Bid shall be valid for a period of not less than 180 (One hundred and Eighty) days from the Bid Due Date.	Bid validity is 225 days from Bid Due Date. Clause 1.3.4 is modified accordingly as follows - The Bid shall be valid for a period of not less than 225 (Two hundred and twenty five) days from the Bid Due Date.
2	16	Part I - RFP	2.2.2. (a)	(a) Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall have the following minimum experience: The Bidder (Sole Bidder/ Consortium of maximum 3 members) should have experience of operating a minimum fleet of 150 ambulances supported by a centralized call centre of at least 50 seats, in the last two financial years immediately preceding Bid Due Date (BDD). In case of a Consortium, the experience of all the members of the Consortium shall be cumulatively taken into consideration to satisfy the Minimum Eligibility Criteria requirement in respect of the Technical Capacity, as set out herein above.	This Clause is modified as follows - (a) Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall have the following minimum experience: The Bidder (Sole Bidder/ Consortium of maximum 3 members) should have experience of operating a minimum fleet of 150 ambulances supported by a centralized call centre of at least 50 seats, in the last two financial years immediately preceding Bid Due Date (BDD). If a Bidder has previous experience of providing similar services in consortium/JV with another company, then individual experience of such Bidder shall be considered in proportion of the equity share held in the previous consortium. In case of a Consortium, the experience of all the members of the Consortium shall be cumulatively taken into consideration to satisfy the Minimum Eligibility Criteria requirement in respect of the Technical Capacity, as set out herein above.

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प्रतिवेदक
परिवार कल्याण, उ०प्र०

S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause
3	27	Part I - RFP	2.20.1	The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 2.1.8 and 2.1.9 hereinabove in the form of a bank guarantee issued by a Nationalized / Scheduled Bank in India, in favour of 'State Health Society, Uttar Pradesh, Lucknow', payable at Lucknow/Delhi in the format set forth in Annexure E of Appendix -I (the "Bank Guarantee") and having a validity period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, "Scheduled Bank" shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934	Bid validity is 225 days from Bid Due Date. Clause 2.20.1 is modified accordingly as follows - The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 2.1.8 and 2.1.9 hereinabove in the form of a bank guarantee issued by a Nationalized / Scheduled Bank in India, in favour of 'State Health Society, Uttar Pradesh, Lucknow', payable at Lucknow/Delhi in the format set forth in Annexure E of Appendix -I (the "Bank Guarantee") and having a validity period of not less than 225 (Two Hundred and Twenty Five) days from the Bid Due Date, as may be extended by the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, "Scheduled Bank" shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934
4	6	Part II Draft service agreement	Definition: "Beneficiary" or "Beneficiaries"	"Beneficiary" or "Beneficiaries" shall mean the beneficiary of under Janani-Shishu Suraksha Karyakaram (JSSK) and Janani Suraksha Yojana (JSY) schemes applicable in the State of Uttar Pradesh.	Definition of "Beneficiary" is updated and to be read as the following - "Beneficiary" or "Beneficiaries" shall mean the beneficiary under Janani-Shishu Suraksha Karyakaram (JSSK) and Janani Suraksha Yojana (JSY) schemes applicable in the State of Uttar Pradesh. Beneficiary shall also include infants upto one year age and females undergoing sterilization in Government healthcare facilities. The list of beneficiaries may be modified/extended by the Authority from time to time.
5	7	Part II Draft service agreement	Definition: "G.O."	"G.O." shall mean government order 3817/30-4-24km/86 dated 31st October 1986 for condemnation of government vehicles issued by Transport Department, Government of Uttar Pradesh, as amended from time to time.	The definition of "G.O." stands deleted
6	8	Part II Draft service agreement	Definition: "Performance Security"	"Performance Security" shall have the meaning set forth in Clause...	Definition of "Performance Security" should be read as - "Performance Security" shall have the meaning set forth in Clause 6.1

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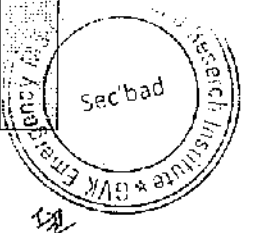
S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause
7	8	Part II Draft service agreement	Definition: "Standard Operating Protocol"	"Standard Operating Protocol" shall mean the protocol for operation of the Project to be developed by the Service Provider and approved by the Authority as per the guiding principles laid down in Schedule 3.	"Standard Operating Protocol/ Procedure" shall mean the protocol for operation of the Project to be developed by the Service Provider and approved by the Authority as per the guiding principles laid down in Schedule 3.
8	8	Part II Draft service agreement	Definition: "Standard Operating Protocol"	"Standard Ambulance Operating Protocol" shall mean the protocol for operation of Ambulances to be developed by the Service Provider and approved by the Authority as per the guidelines and framework laid down in Schedule 3.	"Standard Ambulance Operating Protocol/ Procedure" shall mean the protocol for operation of Ambulances to be developed by the Service Provider and approved by the Authority as per the guidelines and framework laid down in Schedule 3.
9	9	Part II Draft service agreement	Definition "Contract Period"	"Contract Period" shall have the meaning ascribed to it under Article 5 and shall include Extended Contract Period, if any.	"Contract Period/ Term" shall have the meaning ascribed to it under Article 5 and shall include Extended Contract Period, if any.
10	10	Part II Draft service agreement	1.4	All notices required to be given by one Party to the other Party and all other communications, documentation, proceedings and matters which are in any way relevant to this Contract shall be in writing and in English language.	Clause 1.4 is modified as follows - All notices required to be given by one Party to the other Party and all other communications, documentation, proceedings and matters which are in any way relevant to this Contract shall be in writing and in English and/or Hindi language.
11	16	Part II Draft service agreement	3.2.1 (b)	The Service Provider shall be obligated to ensure seamless integration and shall consolidate the CCC software, the fleet management application, the GPS tracking application and other software and applications which are being operated/ developed newly for the Project in order to increase the effectiveness and accessibility of the Ambulance Services as set forth in Schedule 1 and in conformity with the provisions of this Contract.	Clause 3.2.1 (b) is modified as follows - The Service Provider shall be obligated to ensure seamless and fully automated integration of all software, applications etc. and shall consolidate the CCC software, the fleet management application, the GPS tracking application and other software and applications which are being operated/ developed newly for the Project in order to increase the effectiveness and accessibility of the Ambulance Services as set forth in Schedule 1 and in conformity with the provisions of this Contract.

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S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause
12	17	Part II Draft service agreement	3.2.1 (i)	In case of the ambulance is being used for events like religious fairs and festivals, police/army recruitments, and if the ambulance is stationed at a particular place for one shift, i.e. 12 hours, then such ambulance would have deemed to have completed 4 trips for which a credit of 4 trips shall be admissible and in case the Ambulance has been stationed round the clock, i.e. two shifts, then such Ambulance would have deemed to have completed 8 trips and credit of 8 trips shall be admissible.	Clause 3.2.1 (i) is modified as follows - In case, with due permission of the Authority, the Ambulances are used for activities outside the scope of work mentioned in this Agreement and if the Ambulance is used for one shift, i.e. 12 hours, then such Ambulance would have deemed to have completed 4 trips for which a credit of 4 trips shall be admissible and in case the Ambulance is used round the clock, i.e. two shifts, then such Ambulance would have deemed to have completed 8 trips and credit of 8 trips shall be admissible.
13	17	Part II Draft service agreement	3.2.4	The Service Provider shall not assign or subcontract the whole of its Maintenance Services. However the Service Provider may subcontract a part of its Maintenance Services to any third party with the prior permission of the Authority in the manner laid down in Clause 9.2. However, it is understood that such sub-contracting shall not relieve the Service Provider from any of its obligations under this Contract, and the Service Provider shall be liable for its entire Scope of Project as if none of it has been subcontracted to any third party and the entire Scope of Project has been executed by the Service Provider itself. In case of any defaults and omissions committed by any Sub-Service Provider or its agents, the Service Provider shall be responsible for rectifying such defaults and omissions	Clause 3.2.4 is modified as follows - The Service Provider shall not assign or subcontract the whole of its Maintenance Services. However the Service Provider may subcontract a part of its Maintenance Services to any third party with the prior permission of the Authority in the manner laid down in Clause 9.2. However, it is understood that such sub-contracting shall not relieve the Service Provider from any of its obligations under this Contract, and the Service Provider shall be liable for its entire Scope of Project as if none of it has been subcontracted to any third party and the entire Scope of Project has been executed by the Service Provider itself. In case of any defaults and omissions committed by any Sub-Service Provider or its agents, the Service Provider shall be responsible for rectifying such defaults and omissions. To be explicit, the Authority in no case shall entertain the sub-contractor for any issue etc.

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S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause
14	37	Part II Draft service agreement	8.3.1 (xxiv)	The insurance in respect of the Ambulances shall be taken out and maintained by the Service Provider, subject to Applicable Laws and Good Industry Practice, in the name of the Authority. For avoidance of doubt, the claims proceeds received from such insurance policies shall be paid directly to the Authority. The Equipment fitted within the Ambulances shall be taken out and maintained by the Service Provider and in respect of such insurance policies the Authority shall be the co-insured.	The insurance in respect of the Ambulances shall be taken out and maintained by the Service Provider, subject to Applicable Laws and Good Industry Practice, in the name of the Authority. It is agreed that in the event of any insurance claim arising in respect of the Ambulances, the Service Provider shall lodge the claim with the insurance company and endorse a copy to the Authority. The Authority shall issue a Standing authorization letter, with requisite approvals, to the concerned insurance company to discharge the claim in favour of the Service Provider in the event of any insurance claim arising in respect of the Ambulances. However the Service Provider shall notify and submit all the necessary documentation to the Authority for every such incidence. The Service Provider shall restore the Ambulances to their original operable conditions. The Equipment fitted within the Ambulances shall be taken out and maintained by the Service Provider and in respect of such insurance policies the Authority shall be the co-insured.

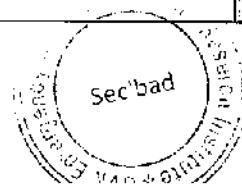
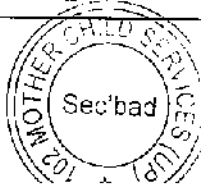


S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause
15	19	Part II Draft service agreement	3.7	The Authority shall ensure that the existing Ambulances which have travelled distance more than the distance specified in Government Order (G.O.) or are older than the years specified in G.O. shall be replaced as early as possible and furthermore, during the Term, all Ambulances which travel distance more than the distance specified in G.O. or are older than the years specified in G.O., shall be replaced by the Authority in accordance with the mechanism laid down in Clause 8.1.2 (ix). As and when the same are replaced subject to and in accordance with terms hereof, the mechanism for conduct of test and certification for operational and roadworthy condition shall be as per the provisions in Clause 3.6. Prior to each such handover the Authority shall notify the Service Provider communicating the date of handover, the maximum time period for equipping and operationalizing the Ambulances and the long stop date for commencement of operation of these Ambulances thereof, provided that this long stop date for commencement of operation shall not be more than 120 days from the date of handover of such Ambulance by the Authority to the Service Provider. On or before the notified long stop date, the Service Provider shall be required to make the Ambulances compliant with the requirements of the Contract and make the Ambulances operational.	Clause 3.7 is modified as follows - The Authority shall ensure that the existing Ambulances which have travelled distance more than the distance as per applicable Government policy or are older than the years specified, shall be replaced as early as possible and furthermore, during the Contract Period, all Ambulances which travel distance more than the distance as per applicable Government policy or are older than the years specified, shall be replaced by the Authority in accordance with the mechanism laid down in Clause 8.1.2 (ix). As and when the same are replaced subject to and in accordance with terms hereof, the mechanism for conduct of test and certification for operational and roadworthy condition shall be as per the provisions in Clause 3.6. Prior to each such handover the Authority shall notify the Service Provider communicating the date of handover, the maximum time period for equipping and operationalizing the Ambulances and the long stop date for commencement of operation of these Ambulances thereof, provided that this long stop date for commencement of operation shall not be more than 120 days from the date of handover of such Ambulance by the Authority to the Service Provider. On or before the notified long stop date, the Service Provider shall be required to make the Ambulances compliant with the requirements of the Contract and make the Ambulances operational. The old Ambulances intended to be replaced shall be handed over to the Authority when new replaced ones become operational.

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S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause
16	19	Part II Draft service agreement	3.8.1	The Authority may, notwithstanding anything to the contrary contained in this Contract, require the provision of additional services which are not included in the Scope of the Project mentioned in Clause 3.1 (the "Variation"). Any such Variation shall be made in accordance with the provisions of this Article 3A and the costs thereof shall be borne by the Authority in accordance with Clause 3.8.3 of this Agreement. For the purpose of clarification a Variation shall also include any of the Additional Obligations.	Clause 3.8.1 is modified as follows - The Authority may, notwithstanding anything to the contrary contained in this Contract, require the provision of additional services which are not included in the Scope of the Project mentioned in Clause 3.1 (the "Variation"). Any such Variation shall be made in accordance with the provisions of this Article 3A and the costs thereof shall be borne by the Authority in accordance with Clause 3.8.3 of this Agreement. For the purpose of clarification a Variation shall not include any of the Additional Obligations.
17	20	Part II Draft service agreement	3.9	The Service Provider shall be obligated to perform the following activities during the Term of the Contract in addition to the Scope of Project as per the instructions and directions of the Authority (the "Additional Obligations"); (a) Integrate the Project with the any other emergency services if so directed by the Authority, in accordance with the timelines, manner and mechanism specified by the Authority. The Service Provider shall ensure that the level of integration with other Emergency Services shall be such that calls can be seamlessly transferred from the CCC to the other Emergency Services and vice versa; and (b) Integrate and connect the mobile application of the Project with the Hospital Management and Information System (HMIS) installed by the Authority at each medical facility so as to enable the Ambulance driver to ascertain the medical services available at such medical facility. The HMIS shall be introduced as per the timelines determined by the Authority.	Clause 3.9 is modified as follows - The Service Provider shall be obligated to perform the following activities without any additional fee during the Contract Period in addition to the Scope of Project as per the instructions and directions of the Authority (the "Additional Obligations"); (a) Integrate the Project with the any other emergency services and/or toll free numbers if so directed by the Authority, in accordance with the timelines, manner and mechanism specified by the Authority. The Service Provider shall ensure that the level of integration with other Emergency Services shall be such that calls can be seamlessly transferred from the CCC to the other Emergency Services and vice versa; and (b) Integrate and connect the mobile application of the Project with the Hospital Management and Information System (HMIS) installed by the Authority at each medical facility so as to enable the Ambulance driver to ascertain the medical services available at such medical facility. The HMIS shall be introduced as per the timelines determined by the Authority. As and when the Authority directs the Service Provider to fulfill these Additional Obligations, these shall not be, subject to and in accordance with the Clause 3.8, treated as an event of Variation. For the avoidance of doubt, the

S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause
				As and when the Authority directs the Service Provider to fulfil these Additional Obligations, these shall be, subject to and in accordance with the Clause 3.8, treated as an event of Variation. For the avoidance of doubt, the Additional Obligations shall not be included in the Scope of Project and are in addition to the Scope of Project mentioned in Clause 3.1.	Additional Obligations shall be included in the Scope of Project.
18	22	Part II Draft service agreement	4.1.2	The Authority shall be obliged to satisfy all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of 45 (forty five) days from the date of signing of this Agreement. (a) The Authority shall ensure that the Service Provider is granted access to the existing Ambulances which are to be handed over and for this purpose ensure that the Existing Operator extends all necessary cooperation and assistance to the Service Provider; and (b) Ensure that the existing Project Facilities are ready to be handed over to the Service Provider as of the Commencement Date.	Clause 4.1.2 is modified as follows - The Authority shall be obliged to satisfy all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of 75 (seventy five) days from the date of signing of this Agreement. a) The Authority shall ensure that the Service Provider is granted access to the existing Ambulances which are to be handed over and for this purpose ensure that the Existing Operator extends all necessary cooperation and assistance to the Service Provider; and (b) Provide a written representation that the existing Ambulances are in operable condition and are ready to be handed over to the Service Provider, in Phases as per Schedule 2, as of the Commencement Date.



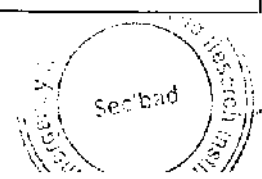
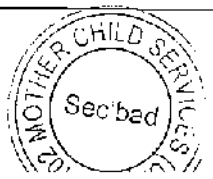
S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/Modified Clause
19	22	Part II Draft service agreement	4.1.3	The Service Provider shall be required to fulfill the following Conditions Precedent within 45 days from the date of execution of this Agreement, unless waived by the Authority: (a) Procure all required Approvals for implementing the Project b) Equip and operationalize CCC services with at least 220 seats to receive calls and assign Ambulances. (c) Ensure that the Standard Operating Procedures and the Standard Ambulance Operating Procedures are prepared, finalized and approved by the Authority; (d) inspect and examine in presence of Authority's representative, the existing Ambulances which are in the possession of and being operated by the Existing Operator and prepare a detailed list of major and minor repairs/deficiencies/remedial aspects that is required (the "Punch List") to be addressed by the Existing Operator /Authority and the Existing Operator shall ensure and procure that the Existing Operator rectifies such defects identified in the Punch List or the Authority bears the cost thereof, so as to put the Ambulances in good working condition on the respective date of handover in each Phase. For the purpose of Clause 4.1.3 d) above, the Authority shall provide the necessary assistance, instruction, facilitation and coordination to ensure that the Service Provider gains access to the Ambulances which are in	Clause 4.1.3 is modified as follows - The Service Provider shall be required to fulfill the following Conditions Precedent within 75 (seventy five) days from the date of execution of this Agreement, unless waived by the Authority: (a) Procure all required Approvals for implementing the Project b) Equip and operationalize CCC services with at least 220 seats to receive calls and assign Ambulances. (c) Ensure that the Standard Operating Procedures and the Standard Ambulance Operating Procedures are prepared, finalized and approved by the Authority; (d) inspect and examine in presence of Authority's representative, the existing Ambulances which are in the possession of and being operated by the Existing Operator and prepare a detailed list of major and minor repairs/deficiencies/remedial aspects that is required (the "Punch List") to be addressed by the Existing Operator /Authority and the Authority shall ensure and procure that the Existing Operator rectifies such defects identified in the Punch List or the Authority bears the cost thereof, so as to put the Ambulances in good working condition on the respective date of handover in each Phase. For the purpose of Clause 4.1.3 d) above, the Authority shall provide the necessary assistance, instruction, facilitation and coordination to ensure that the Service Provider gains access to the Ambulances which are in the possession of the Existing Operator. (e) Ensure that the manpower and personnel for operating the Ambulance Services and for operating the CCC are

S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause
				the possession of the Existing Operator. (e) ensure that qualified and trained manpower and personnel for operating the Ambulance Services and for operating the CCC are deployed or demonstrably ready to be deployed, and a list of such personnel shall be handed over to the Authority; (f) ensure complete integration of the CCC software, GPS tracking application, fleet management system and other software to the satisfaction of the Authority; and (g) develop and operationalize the Monitoring Application in accordance with the instructions of the Authority.	deployed or demonstrably ready to be deployed, and a list of such personnel shall be handed over to the Authority; (f) Ensure complete fully automated integration of the CCC software, GPS tracking application and fleet management system to the satisfaction of the Authority; and (g) Develop and operationalize the Monitoring Application in accordance with the instructions of the Authority.
20	29	Part II Draft service agreement	8.1.2. (vii)	The Service Provider shall maintain an asset register of the CCC equipment, detailing the equipment and technology including software provided by the Authority, and also include in the asset register the Equipment/software/technology developed/procured by the Service Provider. The Service Provider shall inform the Authority, before scrapping or replacing any equipment. All such replacement shall be at the cost of the Service Provider. In such a case the said scrapped/replaced equipment shall be returned to the Authority. The asset register shall be suitably updated to reflect the present status of CCC equipment/technology/software and shall be presented to Authority whenever a change has been made.	Clause 8.1.2 (vii) is modified as follows - The Service Provider shall maintain an asset register of the CCC equipment, detailing the equipment and technology including software provided by the Authority, and also include in the asset register the equipment/software/technology developed/procured by the Service Provider. The Service Provider shall inform the Authority, before scrapping or replacing any equipment. All such replacement shall be at the cost of the Service Provider. The Service Provider may dispose of the scrapped/replaced equipment and retain the sale proceeds thereof. In this regard, the Authority would cooperate and provide necessary assistance to the Service Provider. However the Authority shall be the ultimate owner of all assets of the Project. The asset register shall be suitably updated to reflect the present status of CCC equipment/technology/software and shall be presented to Authority whenever a change has been made.

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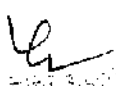
S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause
21	29	Part II Draft service agreement	8.1.2 (ix)	(ix) For procuring new ambulances during the period of the contract, the Service Provider, by the end of Quarter 2 of every financial year, shall identify the number of Ambulances required to be replaced in the next financial year. By end of Quarter 3, the Authority shall initiate the process of procurement of such ambulances to be replaced. The Service Provider shall identify Ambulances to be replaced as specified in G.O. of completing years specified in G.O. of operation, as the case may be and provide all necessary details to the Authority to initiate necessary action for replacement of such Ambulances. Provided that if the Authority fails to replace the Ambulances which have been driven for more than the distance as per G.O. or are older than the years specified in G.O. despite a request for replacement being placed with the Authority, 6 (six) months prior to when the Ambulance is eligible for replacement, then such older ambulances shall not be considered for calculating the Damages applicable for non-adherence of the Key Performance Indicator related to an ambulance being non-operational for a period of continuous 30 days or a total period of 30 days out of last 45 days, as mentioned in Sl. No. 7 of Schedule 5.	Clause 8.1.2 (ix) is modified as follows - For procuring new ambulances during the period of the contract, the Service Provider, by the end of Quarter 2 of every financial year, shall identify the number of Ambulances required to be replaced in the next financial year. By end of Quarter 3, the Authority shall initiate the process of procurement of such ambulances to be replaced. The Service Provider shall identify Ambulances to be replaced as per applicable Government policy and provide all necessary details to the Authority to initiate necessary action for replacement of such Ambulances. Provided that if the Authority fails to replace the Ambulances which have been driven for more than the distance as per applicable Government policy or are older than the years specified, despite a request for replacement being placed with the Authority, 6 (six) months prior to when the Ambulance is eligible for replacement, then such older ambulances shall not be considered for calculating the Damages applicable for non-adherence of the Key Performance Indicator related to an ambulance being non-operational for a period of continuous 30 days or a total period of 30 days out of last 45 days, as mentioned in Sl. No. 8 of Schedule 5.

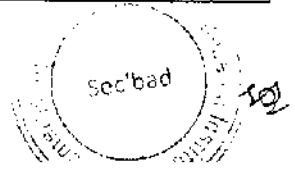
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महानिदेशक
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लखनऊ



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22	29	Part II Draft service agreement	8.1.7 Quality assurance	The Service Provider shall ensure quality assurance in Ambulance Services and demonstrate compliance with the requirements of the Contract in accordance with the terms contained in this Contract. The Authority shall be entitled to inspect any aspect to ensure compliance of this provision. Compliance with this quality assurance provision shall not relieve the Service Provider of any of its duties, obligations or responsibilities under the Contract.	Clause 8.1.7 is modified as follows - The Service Provider shall ensure quality assurance in Ambulance Services and demonstrate compliance with the requirements of the Contract in accordance with the Draft Contract for terms contained in this Contract. The Authority shall be entitled to inspect any aspect to ensure compliance of this provision. Compliance with this quality assurance provision shall not relieve the Service Provider of any of its duties, obligations or responsibilities under the Contract. Provided that non-inspection by the Authority of any Project Facilities shall not, in relation to such Project Facilities, (i) amount to any consent or approval by the Authority nor shall the same be deemed to be waiver of any of the rights of the Authority under this Agreement; and (ii) release or discharge the Service Provider from its obligations or liabilities under this Agreement in respect of execution and implementation of the Project.

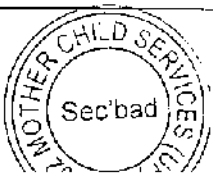

 (३०० करोड़ रुपये)
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S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause
23	34	Part II Draft service agreement	8.2.9 Accident of the Ambulances during the Ambulance Service	In the event of any accident of an Ambulance, all cost of repair etc. of such Ambulance shall be borne by the Service Provider. Further, if the Ambulance has been declared as total loss due to accident or any other incident, the Service Provider shall promptly replace such Ambulance at its own cost and transferred in the name of the Authority. For the avoidance of doubt, the Ambulance which has been declared as a total loss due to the accident shall be handed over by the Service Provider to the Authority. All claims including injury and/or death of the patient or any other person etc. or claim of any nature in relation to such accident shall be complete responsibility of the Service Provider. The Services Provider shall be solely responsible for such accident in terms of this Contract and applicable laws including any penal or criminal laws etc. Provided that in case of any Ambulance being non-operational due to it being involved in an accident, the Service Provider shall ensure that at its cost and responsibility it shall make arrangement for alternate Ambulances of similar nature, on hire to maintain the services as stipulated in this Contract and shall intimate in writing to the Authority about the same. For the avoidance of doubt, the Parties agree that the alternate Ambulances which are arranged for and operated by the Service Provider shall be considered as part of the operational fleet of Ambulances for the purposes of computing and calculating the Monthly Contract Fee in accordance with the provisions of this Contract.	Clause 8.2.9 is modified as follows - In the event of any accident of an Ambulance, all cost of repair etc. of such Ambulance shall be borne by the Service Provider. Further, if the Ambulance has been declared as total loss due to accident or any other incident, the Service Provider shall promptly replace such Ambulance at its own cost and transferred in the name of the Authority. Once the substitute Ambulance(s) has/have been procured by the Service Provider and put in operation, the Service Provider may dispose of the irreparably damaged Ambulances (s) and retain the sale proceeds thereof. In this regard, the Authority would cooperate and provide necessary assistance to the Service Provider. All claims including injury and/or death of the patient or any other person etc. or claim of any nature in relation to such accident shall be complete responsibility of the Service Provider. The Services Provider shall be solely responsible for such accident in terms of this Contract and applicable laws including any penal or criminal laws etc. Provided that in case of any Ambulance being non-operational due to it being involved in an accident, the Service Provider shall ensure that at its cost and responsibility it shall make arrangement for alternate Ambulances of similar nature, on hire to maintain the services as stipulated in this Contract and shall intimate in writing to the Authority about the same. For the avoidance of doubt, the Parties agree that the alternate Ambulances which are arranged for and operated by the Service Provider shall be considered as part of the operational fleet of Ambulances for the purposes of computing and calculating the Monthly Contract Fee in accordance with the provisions of this Contract.

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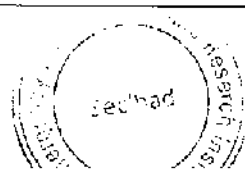
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(210)

S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause
24	41	Part II Draft service agreement	10.2.1	After the Commencement Date, the Service Provider shall be required to submit invoices by 7th (seventh) day of every month for the previous month along with the GPS data for distance covered and a declaration stating that it has performed all the activities and tasks envisaged under the Contract. The invoices shall be supported monthly reports as per Schedule 7 of this Contract and any other reports or documents as may be mutually decided from time to time. The invoice shall be generated on-line using the electronic data gathered during the month.	Clause 10.2.1 is modified as follows - After the Commencement Date, the Service Provider shall be required to submit invoices by 7th (seventh) day of every month for the previous month along with the GPS data for distance covered and a declaration stating that it has performed all the activities and tasks envisaged under the Contract. The invoices shall be supported monthly reports as per Schedule 7 of this Contract and any other reports or documents as may be mutually decided from time to time. The invoice shall be generated on-line using the electronic data gathered during the month. The invoice will be considered submitted only when all supporting documents, as per this Agreement and mutually agreed from time to time, are submitted along with the invoice.
25	42	Part II Draft service agreement	10.2.3	The Service Provider shall be allowed an annual increment of 8% (eight per cent) on the rate quoted in the financial bid starting from 2nd year of operation from the Commencement Date.	Clause 10.2.3 is modified as follows - The Service Provider shall be allowed an annual increment of 8% (eight per cent) on the rate quoted in the financial bid starting from 2nd year of operation from the Commencement Date. For avoidance of doubt, payment for all subsequent years shall be determined by increasing the fee by 8 percent as compared to the immediately preceding year.



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S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause
26	61	Part II Draft service agreement	15.10 (b)	deliver forthwith the possession and control to Authority or any person designated by Authority of the Project Facilities excluding CCC building in operable condition, free and clear of all encumbrances and execute such deeds, writings and documents as may be required by Authority and under Applicable Laws for fully and effectively divesting the Service Provider of all of the rights and interests in the Authority.	Clause 15.10 (b) is modified as follows - deliver forthwith the possession and control to Authority or any person designated by Authority of the Project Facilities excluding CCC building in operable condition, free and clear of all encumbrances and execute such deeds, writings and documents as may be required by Authority and under Applicable Laws for fully and effectively divesting the Service Provider of all of the rights and interests in the Authority. In case the Project Facilities are not in operable condition, the Authority shall get these Project Facilities in operable condition, and adjust the costs thereof, from the Performance Security of the Service Provider.
27	72	Part II Draft service agreement	Schedule 1 Scope of work	i. Provide transport services to beneficiaries (i.e. pregnant women and sick infants) for health services related to pregnancy, ANC, delivery and health of neonates and infants under Janani-Shishu Suraksha Karyakaram (JSSK) and Janani Suraksha Yojana (JSY) schemes to the designated facilities. ii. Provide transport services to beneficiaries a. From home to designated facilities b. Inter facility transfer in case of referrals c. From designated facilities to home iii. Provide transport services to infants (children of age less than 1 year of age) a. From home to designated facilities b. Inter facility transfer in case of referrals. c. From designated facilities to home	Schedule 1 - Scope of work: 1 - 102 Ambulatory Transports - Scope of Services is modified as follows - i. Provide transport services to beneficiaries for health services related to pregnancy, ANC, delivery and health of neonates and infants under Janani-Shishu Suraksha Karyakaram (JSSK) and Janani Suraksha Yojana (JSY) schemes to the designated facilities. ii. Provide transport services to beneficiaries a. From home to designated facilities b. Inter facility transfer in case of referrals c. From designated facilities to home iii. Provide transport services to infants (children of age less than 1 year of age) a. From home to designated facilities b. Inter facility transfer in case of referrals. c. From designated facilities to home iv. Provide drop back services to women undergoing

S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause
28	76	Part II Draft service agreement	Schedule 1 Scope of work Clause 3.4 Broad system requirements for the CCC	iv. Provide Drop back services to women undergoing sterilization in govt. camps.	sterilization in Govt. healthcare facilities/ sterilization camps (day care surgery).
29	78	Part II Draft service agreement	Schedule 1 Scope of work - 4. Integration of software and systems iii.	Software should enable fully automatic operations from the time (i) a call is received through 102 to (ii) allocating calls to call centre executives to (iii) matching the nearest functional ambulance through geographical location of the caller and GPS coordinates of the ambulance (iv) to confirming with the caller that he/she has availed the ambulance to (v) tracking the route of the ambulance to (vi) intimating the nearest facility where the patient is being taken to (through SMS to numbers provided by the Authority) (vii) getting a sign off from an officer at the facility that the patient has been dropped there/ instruction to transfer the patient to another facility to (viii) uploading the e-PCR into the software within 30 mins of dropping of the beneficiary.	This clause stands modified as follows - iii. Software should enable fully automatic operations from the time (i) a call is received through 102 to (ii) allocating calls to call centre executives to (iii) matching the nearest functional ambulance through geographical location of the caller and GPS coordinates of the ambulance (iv) to confirming with the caller that he/she has availed the ambulance to (v) tracking the route of the ambulance to (vi) intimating the nearest facility where the patient is being taken to (through SMS to numbers provided by the Authority) (vii) getting a sign off from an officer at the facility that the patient has been dropped there/ instruction to transfer the patient to another facility to (viii) uploading a photo of the physical copy (with date, time stamp and geo tagging) of the PCR within 30 minutes of dropping of the beneficiary. And e-PCR (electronic Patient Care Record) shall be updated and uploaded within 24 hours on server.



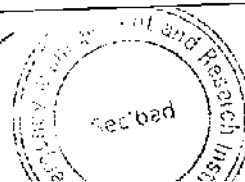
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S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause
30	81	Part II Draft service agreement	Schedule 1 Scope of work Clause 6 (iii). Operations and Maintenance (c)	The Service Provider shall ground Ambulance for undertaking regular service or preventive maintenance/service works, only after giving Authority advance written intimation. Such an advance intimation should be given at least 7 (seven) days before the proposed grounding of a particular Ambulance and shall be accompanied by necessary particulars thereof, such as the exact time period/time-slot required for preventive maintenance/servicing of a particular Ambulance. The Service Provider shall be allowed a maximum off road time of 24 hours, from the time of grounding of a particular Ambulance, for completion of regular service or preventive maintenance/service works. Post the expiration of the above mentioned off road time, the Ambulance which is still not operational shall be liable for application of damages under Schedule 5.	This Clause stands deleted
31	84	Part II Draft service agreement	Schedule 1 Scope of work Clause 9 Minimum target distance to be achieved	a) The Service Provider shall in any Calendar month, from the Commencement Date, undertake at least 8 trips per Ambulance per day and 140 KM per Ambulance per day; on the average for fleet per district, for all districts in the State.	Schedule 1 - Scope of work; Clause 9 - Minimum target distance to be achieved is modified as follows - a) The Service Provider shall in any Calendar month, from the Commencement Date, undertake at least 8 trips per Ambulance per day and 140 KM per Ambulance per day; on the average for fleet per district, for all districts in the State. For avoidance of doubt it clarified that the distance shall be measured for travelling to execute the trips. It shall not include the distances travelled for repair, maintenance etc.

S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/Modified Clause									
32	86	Part II Draft service agreement	Schedule 2 Project Phasing Activities 1. Handover..	1. Handover of existing Project Facilities (a) On the Commencement Date, all the 2270 Ambulances and other Project Facilities shall be handed over to the Service Provider from the Existing Service Provider.	1. Handover of existing Project Facilities - (a) stands modified as follows – (a) The handover of existing Project Facilities shall take place as per the timeline mentioned below. <table><tr><th>Phase</th><th>Timeline</th><th>Milestone</th></tr><tr><td>Phase I</td><td>7 days from the Commencement Date</td><td>i) Handover of 50% of the existing Ambulances and operationalization of the said Ambulances in a manner that that for each district 50% of the ambulances earmarked/allocated for that district shall be handed over. ii) Authority to hand over the equipment from the existing CCC.</td></tr><tr><td>Phase II</td><td>14 days from the Commencement Date</td><td>i) Handover of the remaining 50% of the existing Ambulances and operationalization of the said Ambulances</td></tr></table>	Phase	Timeline	Milestone	Phase I	7 days from the Commencement Date	i) Handover of 50% of the existing Ambulances and operationalization of the said Ambulances in a manner that that for each district 50% of the ambulances earmarked/allocated for that district shall be handed over. ii) Authority to hand over the equipment from the existing CCC.	Phase II	14 days from the Commencement Date	i) Handover of the remaining 50% of the existing Ambulances and operationalization of the said Ambulances
Phase	Timeline	Milestone												
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S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause
33	87	Part II Draft service agreement	Schedule 3 Clause 2 (ii) (b) Non Response Default	In the event that no Ambulance is dispatched, the call shall be recorded as a non response call and the reasons shall be recorded by the CCC personnel and voice logs shall be maintained. Details of caller (phone number, address) will be recorded by the CCC and supported by the voice logs for all non-response calls.	Schedule 3, Clause 2(ii) (b) is modified as follows - In the event that no Ambulance is dispatched, the call shall be recorded as a non-response call and the reasons shall be recorded by the CCC personnel and voice logs and audio clips shall be maintained. Details of caller (phone number, address) will be recorded by the CCC and supported by the voice logs and audio clips for all non-response calls. Further, in addition to the above, in case an Ambulance is not dispatched within 240 seconds from the Time of Call Ending, the CCC software shall automatically escalate the case to the supervisor of the CCC personnel and such supervisor shall take appropriate action. In case any Ambulance is not allotted within 10 minutes from the end of the call the matter shall be escalated to the representatives of the Service Provider within the State. Report shall be furnished along with the monthly bill to the Authority.
34	87	Part II Draft service agreement	Schedule 3 - 2. iv- Tolerance for Defaults	a. The Service Provider shall be allowed up to maximum of 0.1% of the cases of Response Time Default and Non Response Default, as defined in this Agreement, in each Calendar Month. In case the Service Provider is unable to meet the Performance Standards for Ambulance as prescribed in this Schedule 3, it will be liable to pay damages as provided in Schedule 5 of this Agreement.	This Clause stands modified as follows - a. The Service Provider shall be allowed up to maximum of 5% of the cases of Response Time Default and up to maximum of 0.1% of the cases of Non Response Default, as defined in this Agreement, in each Calendar Month. In case the Service Provider is unable to meet the Performance Standards for Ambulance as prescribed in this Schedule 3, it will be liable to pay damages as provided in Schedule 5 of this Agreement. Response time relaxation shall be meant for the delayed trips arranged in descending order from the top 5% cases only.
35	88	Part II Draft service agreement	Schedule-3, (3) i	The Call Officers receiving the calls on the toll-free line must answer at least 95% of call within 20 seconds of the first ring / beep.	This Clause is modified as follows - The Call Officers receiving the calls on the toll-free line must answer at least 90% of call within 20 seconds of the first ring / beep.

S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause
36	90	Part II Draft service agreement	Schedule 3 Clause 4.1 iii & iv Guide line for SOP	(iii) The Standard Operating Procedures shall be developed by the Service Provider and approved by the Authority before the Commencement Date. (iv) The Authority shall review and communicate its approval or need for changes within a period of fifteen days from the date of submission of the draft Standard Operating Procedure by the Service Provider and in the event no response indicating either the approval or need for specific amendments is received by the Service Provider, then the Authority shall be deemed to have approved the draft Standard Operating Procedure submitted by the Service Provider.	Clause 4.1 (iii) and (iv) are modified as follows - (iii) The Standard Operating Procedures shall be developed by the Service Provider and approved by the Authority before the Commencement Date. It shall be submitted to authority within 30 days from effective date. (iv) The Authority shall review and communicate its approval or need for changes within a period of 21 days from the date of submission of the draft Standard Operating Procedure by the Service Provider and in the event no response indicating either the approval or need for specific amendments is received by the Service Provider, then the Authority shall be deemed to have approved the draft Standard Operating Procedure submitted by the Service Provider.
37	90	Part II Draft service agreement	Schedule 3 Clause 4.2 iii & iv Guide line for SAOP	iii. The Standard Ambulance Operating Protocol shall be developed by the Service Provider and approved by the Authority before the Commencement Date. iv. The Authority shall review and communicate its approval or need for changes within a period of fifteen days from the date of submission of the draft Standard Ambulance Operating Protocol by the Service Provider and in the event no response indicating either the approval or need for specific amendments is received by the Service Provider, then the Authority shall be deemed to have approved the draft Standard Ambulance Operating Protocol submitted by the Service Provider.	Clause 4.2 (iii) and (iv) are modified as follows - (iii) The Standard Ambulance Operating Procedures shall be developed by the Service Provider and approved by the Authority before the Commencement Date. It shall be submitted to Authority within 30 days from effective date. (iv) The Authority shall review and communicate its approval or need for changes within a period of 21 days from the date of submission of the draft Standard Ambulance Operating Procedure by the Service Provider and in the event no response indicating either the approval or need for specific amendments is received by the Service Provider, then the Authority shall be deemed to have approved the draft Standard Ambulance Operating Procedure submitted by the Service Provider.
38	93	Part II Draft service agreement	Schedule 3 b	The Standard Ambulance Operating Protocol as finalised by the Service Provider, including any amendments thereof, and approved by the Authority or any other directions of the Authority, shall deemed to constitute the Schedule 3 B of this Agreement.	Schedule 3A and 3B. The following point is added - In case of any discrepancy in the SOP/ SAOP, the terms of the Agreement shall prevail. In no case, provisions of the SOP/SAOP shall constitute any change/amendment in the Agreement provisions.



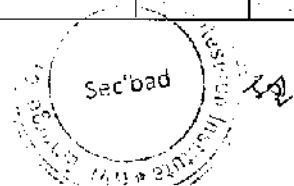
S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause																								
39	94	Part II Draft service agreement	Schedule 4 1 Reporting Obligation	(i) The Service Provider should prepare and submit monthly and quarterly reports to the Authority or any independent agency nominated by the Authority. Reporting formats have been provided in Schedule 7. However, the list is not exhaustive, and addition and modification of information required and line items mentioned may be done from time-to-time at the discretion of the Authority.	Schedule 4. Clause 1 - Reporting Obligation. Sub clause (viii) is added after sub-clause (vii) as follows - (viii) All generated data/reports including PCR shall be kept in a separate storage during the Contract Period and the same shall be handed over to the Authority after expiry of the Agreement.																								
40	97	Part II Draft service agreement	Schedule 4 Clause 6. Monitoring and Supervision in the table	Review and verification of services of the Service Provider Daily operational monitoring of the Project in the Blocks	The table under this Clause stands modified as follows - <table><tr><th>Level</th><th>Reviewing / Monitoring Authority</th><th>Frequency</th><th>Responsibility</th></tr><tr><td colspan="4">Periodic Review</td></tr><tr><td>State</td><td>Executive Committee, NHM</td><td>Quarterly</td><td>Review operations, address bottlenecks, consider policy level issues, provide guidance</td></tr><tr><td>District</td><td>Chairman, District Health Society</td><td>Quarterly</td><td>Review operations, address bottlenecks, escalate issues to state level if required</td></tr><tr><td colspan="4">Operational monitoring</td></tr><tr><td>State</td><td>DG, Family Welfare</td><td>Monthly</td><td>Review the smooth implementation of the Project</td></tr></table>	Level	Reviewing / Monitoring Authority	Frequency	Responsibility	Periodic Review				State	Executive Committee, NHM	Quarterly	Review operations, address bottlenecks, consider policy level issues, provide guidance	District	Chairman, District Health Society	Quarterly	Review operations, address bottlenecks, escalate issues to state level if required	Operational monitoring				State	DG, Family Welfare	Monthly	Review the smooth implementation of the Project
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Operational monitoring																													
State	DG, Family Welfare	Monthly	Review the smooth implementation of the Project																										

S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause								
41	99	Part II Draft service agreement	Schedule 5 Clause 2 Operation related penalties: (in the table sl. 4 event column)	If number of operational Ambulances is less than 95% of the total number of agreed Ambulances on any given day because of any reason like lack of maintenance, lack of drivers, lack of personnel, lack of spares, lack of fuel, nonfunctional GPS, non-function equipment, etc.	<table><tr><th>District</th><th>CMO</th><th>Month</th><th>Review and verification of services of the Service Provider and physical verification of the Ambulances</th></tr><tr><td>Block</td><td>MOIC, Block PHC</td><td>Daily</td><td>Daily operational monitoring of the Project in the Blocks. Physical verification of the Ambulances on a fortnightly basis</td></tr></table> Schedule 5: Clause 2 - Operation related penalties: Table Sl. No. 4/ Event column is modified as follows - If number of operational Ambulances is less than 95% of the total number of agreed Ambulances on any given day because of any reason like lack of maintenance, lack of drivers, lack of personnel, lack of spares, lack of fuel, nonfunctional GPS, non-function equipment, etc. For avoidance of doubt it is clarified that Ambulances having zero (0) trip shall be treated as non-operational and the same shall be penalized accordingly. For the purpose of this Agreement, on any given day, operational Ambulances are those which have undertaken at least 1 (one) trip.	District	CMO	Month	Review and verification of services of the Service Provider and physical verification of the Ambulances	Block	MOIC, Block PHC	Daily	Daily operational monitoring of the Project in the Blocks. Physical verification of the Ambulances on a fortnightly basis
District	CMO	Month	Review and verification of services of the Service Provider and physical verification of the Ambulances										
Block	MOIC, Block PHC	Daily	Daily operational monitoring of the Project in the Blocks. Physical verification of the Ambulances on a fortnightly basis										

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S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause
42	101	Part II Draft service agreement	Schedule 5 Clause 2 Operation related penalties: (in the table sl. 9 event column)	As per Clause 1.12 of Schedule 1, if in a calendar month, 80% of the calls have received a feedback rating above 3, then there shall be no Damages levied. In case 21-30% of the calls have received a feedback rating below 3.	This text is modified as - As per Clause 1.11 of Schedule 1, if in a calendar month, 80% of the calls have received a feedback rating above 3, then there shall be no Damages levied. In case 21-30% of the calls have received a feedback rating below 3.
43	101	Part II Draft service agreement	Schedule 5 Clause 2 Operation related penalties: (in the table sl. 10 event column)	As per Clause 1.12 of Schedule 1, if in a calendar month, 80% of the calls have received a feedback rating above 3, then there shall be no Damages levied. In case more than 30% of the calls have received a feedback rating below 3.	This text is modified as - As per Clause 1.11 of Schedule 1, if in a calendar month, 80% of the calls have received a feedback rating above 3, then there shall be no Damages levied. In case more than 30% of the calls have received a feedback rating below 3.
44	101	Part II Draft service agreement	SCHEDULE 5: Clause 2. Operation related penalties: (in the table sl. 11 event column)	For the avoidance of doubt, for Sl. No. 9 and 10, the feedback evaluation and the subsequent levy of Damages shall take place only in respect of the calls in which the Feedback Call was completed and a feedback input was provided. Event of GPS tampering/ removal from any Ambulance In case it is proven that the GPS device fitted in any of the Ambulance has been tampered/ removed, then for each instance of tampering/ removal, the Service Provider shall be liable to pay Damages equivalent to the Monthly Fee payable for that Ambulance (as per the Bid) in that particular year	This Clause is modified as follows - Event of GPS tampering/ removal from any Ambulance- In case it is proven that the GPS device fitted in any of the Ambulance has been tampered/ removed, then for each instance of tampering/ removal, the Service Provider shall be liable to pay Damages equivalent to the Monthly Fee payable for that Ambulance (as per the Bid) in that particular year. It is further clarified that, in case a faulty GPS device is identified, then the Service Provider shall immediately inform the Authority about the fault and the intention to replace/ rectify the device. The Service Provider shall be provided 72 hours to replace/ rectify the identified GPS

S No.	Page No.	Part of RFP	Clause No.	Text provided in RFP	Response/ Modified Clause
45	109	Part II Draft service agreement	Schedule 7: Reporting Formats	Entire Text	Schedule 7: Reporting Formats is modified as follows – The entire text provided in the Schedule 7 of the Draft Service Agreement is being replaced with Schedule 7 as provided in this Corrigendum device and under such circumstances levy of Damages shall not be considered.




 २०२० माघ १५
 पञ्जाब सरकार
 परिवार कल्याण, लुधियाना

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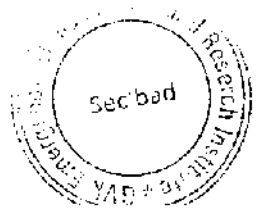
Part II Draft Service Agreement
Schedule 7 – Reporting Formats

Format 1 - Consolidated Monthly Service Utilization Report – District Wise
Month & Year:

S. No.	Name of the district	Total no of 102 ambulances in the district	Services Provided					Vehicle utilization				Remark
			Transfer of pregnant ladies from home to delivery point	Transfer of neonates from home to facility	Inter facility transfer of pregnant / post-partum women	Inter facility transfer of neonate s	Home drop of mothers and neonate s	Total number of trips	% of ambulance downtime (refer note one)	Average no of trips per Ambulance / day for the district	Average distance travelled for per trip / Ambulance	
1	2	3	4	5	6	7	8	9	10	11	12	13

Note 1: Downtime to be calculated as a % of total number of operational Ambulance days in the month – (No of 102 Ambulances allotted in the district x number of days in the month)

(सि० नरेश कुमार)
अहानिदेशक
परिवार कल्याण, उ०प्र०
लखनऊ



Format 2 - Consolidated Monthly Service Utilization Reports - Block Wise (To be submitted from each district)

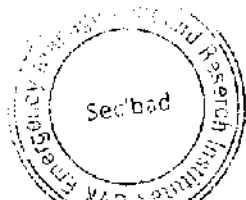
Month & Year:

District Name:

S. No.	Name of the Block	Total no of 102 ambulances in the block	Services Provided					Vehicle utilization				Remarks
			Transfer of pregnant ladies from home to delivery point	Transfer of neonates from home to facility	Inter facility transfer of pregnant / post-partum women	Inter facility transfer of neonate s	Home drop of mothers and neonate s	Total number of trips	% of ambulance downtime (refer note one)	Average no of trips per Ambulance / day for the block	Average distance travelled for per trip / Ambulance	
1	2	3	4	5	6	7	8	9	10	11	12	13

Note 1: Downtime to be calculated as a % of total number of operational Ambulance days in the month - (No of 102 Ambulances allotted in the block x number of days in the month)

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Format 3 - Consolidated Monthly Trip Sheet (To be submitted for every Ambulance for the month)

Ambulance ID No:		Ambulance Reg. No	
Month & Year		Assigned Block / Area	
Patient Details		Trip Details / Parameters	
1	Sl. No	11	Trip Type**
2	Date	12	Pick Up Point
3	Trip ID No	13	Pick up lat/long
4	Patient / Beneficiary Name*	14	Destination** *
5	Patient Type (F/N)	15	Destination lat/long
6	Contact No. of caller	16	Kilometers Travelled
7	Caller type *****	17	Time of Receiving Request
8	ID Type	18	Time of Pick Up
9	ID Number	19	Time of Drop
10	Patient Age	20	In case of Drop trips no of patients carried
21	Name and ID No of the Driver for the trip	22	Name and ID No of EMT
23	Remarks / Incidents (If Any)*****		

*More than one person can be entered as in case of multiple beneficiaries In case of a drop

**Specify the trip type - Pregnant Woman Transfer, Neonate Transfer etc

*** In case of trips with multiple beneficiaries as in case of drop backs the last stop / drop location will be entered as destination

**** Enter any incidents like death in transit, cancelled trips, on transit deliveries, on-site deliveries etc

***** Self / Relative / Asha / MOIC of health facility

lat- means latitude as per geo tagging

long- means longitude as per geo tagging

Format 4 - Trip closing status-wise summary sheet (Block & District wise)

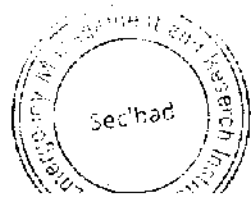
Up to reporting month:

Print date & time:

Sl. no.	Trip closing status		during the month		upto the month	
	Code	Type	No. of cases	% of cases	No. of cases	% of cases
1	2	3	4	5	6	7
1	1	Avalled	n	(n/N)x100	p	(p/P)x100
2	2	Not avalled	m	(m/N)x100	q	(q/P)x100
3	3	Vehicle busy	o	(o/N)x100	r	(r/P)x100
4	4	Other (if any)				
		Total:	N	(N/N)x100	P	(P/P)x100

Note: Col no. 5 & 7 values should be up to 2 decimal places.

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Format 5 - Type of Cases attended

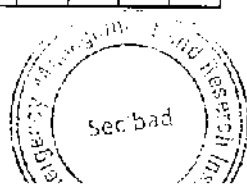
Up to reporting month:

Print date & time:

Sl.	Purpose		during the month		upto the month	
	Code	Type	No. of cases	% of cases	No. of cases	% of cases
1	2	3	4	5	6	7
1	1	Obstetric & Neonatal case transport to facilities	n	(n/N) x100	a	(a/A) x100
2	2	Obstetric case transport to facilities	m	(m/N) x100	b	(b/A) x100
3	3	Neonatal case transport to facilities	o	(o/N) x100	c	(c/A) x100
4	4	Obstetric & Neonatal case inter facility referral transport	p	(p/N) x100	d	(d/A) x100
5	5	Obstetric case inter facility referral transport	q	(q/N) x100	e	(e/A) x100
6	6	Neonatal case inter facility referral transport	r	(r/N) x100	f	(f/A) x100
7	7	Obstetric case drop-back	s	(s/N) x100	g	(g/A) x100
8	8	Obstetric & Neonatal case drop-back	t	(t/N) x100	h	(h/A) x100
9	9	Drop back cases of female Sterilization	u	(u/N) x100	i	(i/A) x100
		Total:	N	(N/N) x100	A	(A/A) x100

Note: Col no. 5 & 7 values should be up to 2 decimal places.

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Format 6 - Trip Closing status-wise summary sheet (Block & District wise) – Rural/Urban

Up to reporting month:

Print date & time:

Sl.	Purpose		During the month				Up to the month			
	Trip closing status Code	during the month Type	Cases form Rural No. of cases (4)	% cases from Rural (5)	Cases form Urban No. of cases (6)	% cases from Urban (7)	Cases form Rural No. of cases (8)	% cases from Rural (9)	Cases form Urban No. of cases (10)	% cases from Urban (11)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
1.	1	Availed	n	$(n/N) \times 100$	p	$(p/P) \times 100$	a	$(a/A) \times 100$	a	$(a/A) \times 100$
2.	2	Not availed	m	$(m/N) \times 100$	q	$(q/P) \times 100$	b	$(b/A) \times 100$	b	$(b/A) \times 100$
3.	3	Vehicle busy	o	$(o/N) \times 100$	r	$(r/P) \times 100$	c	$(c/A) \times 100$	c	$(c/A) \times 100$
4.	4	Other (if any)					d	$(d/A) \times 100$	d	$(d/A) \times 100$
5.		Total	N	$(N/N) \times 100$	P	$(P/P) \times 100$	e	$(e/A) \times 100$	e	$(e/A) \times 100$

Note: Col no. 5 & 7 values should be up to 2 decimal places.



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Print date & time

[illegible]

a. Staffing (for period x to y)

Staff designated	No. of sanctioned posts	No. of posts in position	Vacant posts

- b. Record of working / non-working equipment in each type of Ambulance at the end of each month.
- c. Record of medicines / disposables available in each type of Ambulance at the end of each month.
- d. Training — report of refresher training calendar for each staff at the end of each month.
- e. Advertising /promoting the toll free number — level of awareness about the Ambulance service in local population (info obtained through interviews and visits to local hospitals where emergency phone number should be displayed)



Format 8 - Call Mapping

Total number of calls received	Number of calls in queue (waiting time)	No of calls lost / dropped	No of Calls Transferred to 108	No of Calls Transferred from 108	Major reasons for calls lost / dropped

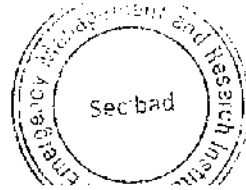
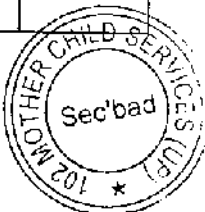
Format 9 - Call Response Time (Give Numbers and Percentage of total)

	Number	Percentage
Calls answered within 20 seconds		
Calls answered after 20 seconds		
Total No of calls received		

Format 10 - Types of calls (give numbers and percentage of total), District wise and blockwise

District	block	Calls for Pregnant Woman Transfer	Calls for Neonate Transfer	Calls for Inter Facility Referral Transport	Calls for Drop Backs	Other Calls	Total
Total							

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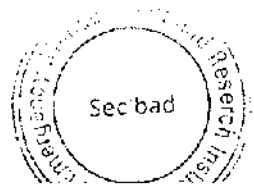
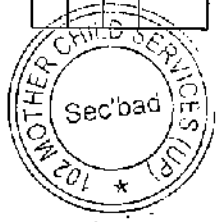
230

Format 11 - Source of calls: (Nos. and Percentage)

Particular	Direct (Patients or Relative)	ASHA	Facility / MO	Other
Calls for Pregnant Woman Transfer				
Calls for Neonate Transfer				
Calls for Inter Facility Referral Transport				
Calls for Drop Backs				

Format 12 - Reminder / Demand Generation Calls

District	No of potential beneficiaries as per MCTS	No and percentage of reminder calls made



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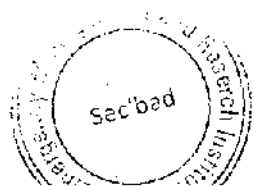
Format 13 - Patient Condition

Particulars	Total Number of Calls received	Total Number of Transfers	No and % of deaths prior to reaching		No and % of deaths / deliveries in transit		No and % of successful transfers
			Death	Delivery	Death	Delivery	
Calls for Pregnant Woman Transfer							
Calls for Neonate Transfer							
Calls for Inter Facility Referral Transport							
Calls for Drop Backs							

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Format 14 – Master List of Calls

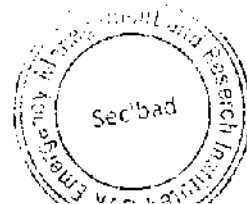
Sl. No	Call ID	Caller / Beneficiary Type	Response Time for Attending (In secs)	Call Outcome*	Call Forwarding**	Trip ID Generated	Total Call Duration	Ambulance Dispatch / Allotment Time	Trip Start Time	Reasons for Service Denials (If Any)***
1	2	3	4	5	6	7	8	9	10	11

Note: * Outcome of call – dispatch Ambulance/rejected/fails call etc.
 ** Call forwarded to 108
 *** If service deny then reason for service denial

Format-15—Feedback Call Report As per clause no-11 of Schedule - 1

Sl. no	Item	
1	Total no of call for feedback	
2	Total no call materialized	
3	Percentages of Rating of feedback	
4	very Poor	
5	Poor	
6	Average	
7	Good	
8	Very Good	

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Format - 16 -No Show/Late Show

Area	Total instances of the response	No. of patients already transported	No. of patients denying services owing to on spot delivery	No of instances of no responses*

* Detailed report of each such case should be documented

Format - 17 - Response time summary

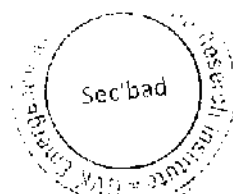
Time Range	No. of cases to reach the patient place		No. of cases from patient place to nearest health centre	
	Urban	Rural	Urban	Rural
Within 20 minutes				
In 20 - 30 minutes				
In 30-45 minutes				
In 45-60 minutes				
More than 60 minutes				

Reporting on Response Times

Service Provider shall document all times necessary to determine total Ambulance response time, including but not limited to time call received by Service Provider; time location verified; time Ambulance crew assigned; time en route to scene; if cancelled en route, time cancelled prior to arrival on scene; arrival at scene time; time en route to hospital; and arrival at hospital time.

Response Time Performance Report

- 1 Within seven (7) working days following the end of each month, Service Provider shall document and report response time performance to the Authority.

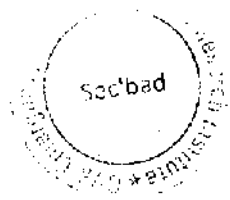


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- 2 Service Provider shall use response time data in an on-going manner to evaluate Service Provider's performance and compliance with response time standards in an effort to continually improve its response time performance levels.
- 3 Service Provider shall identify the causes of failures of performance, and shall document efforts to eliminate these problems on an on-going basis. If elimination of any causes of failure or improvement in performance standards requires changes in the SOPs, the Service Provider will modify the SOP and get it approved from the government.

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Corrigendum Tender Notification

Selection of Service Provider for the Operation of 102 National Ambulance Service in Uttar Pradesh

Ref. No. 290/SPMU/EMTS/102 NAS/2018-19/10690

Date: 15-01-2019

National Health Mission, Uttar Pradesh and Department of Medical Health and Family Welfare invited proposals from interested parties in accordance with RFP for operation of 2270 Ambulances under 102 National Ambulance Services in State of Uttar Pradesh vide notification reference number 290/SPMU/EMTS/102 NAS/2018-19/9907 Dated 19/12/2018.

The Pre-Bid meeting regarding above was held on 27.12.2018. The corrigendum and Responses to pre-bid queries uploaded on the e-tender portal <http://etender.up.nic.in>. The Mission Director, NHM Uttar Pradesh, reserves the right to cancel any or all the e-bids or annul the Bidding process without assigning any reason thereof. The interested parties may download the revised RFP from the above e-tender portal.

The revised timelines are as mentioned below :-

Particulars	Previous Timeline	Revised Timeline
Date of submission of original copy of Qualification Proposal, supporting documents and Bid Security	18-01-2019 at 3:00 PM	30-01-2019 at 3:00 PM
Bid Due Date and time	18-01-2019 at 3:00 PM	30-01-2019 at 3:00 PM
Date of opening of Qualification Bid	18-01-2019 at 3:30 PM	30-01-2019 at 3:30 PM

(Pankaj Kumar)
Mission Director,
NHM, Uttar Pradesh

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RFP No.: 290/SPMU/EMTS/102 NAS/2018-19/10902

Selection of Service Provider for operation and management of 102 National Ambulance Services in Uttar Pradesh

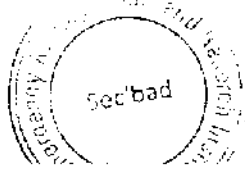
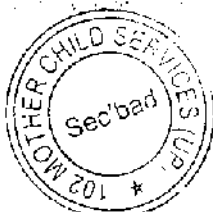
Date: 21/01/2019

Corrigendum 2

S. No.	Page No.	Part of RFP	Clause No.	Text provided in the RFP	Modified Clause
1.	10	Part I -RFP	1.3.6	In terms of this RFP, a Bidder is required to deposit, along with its Bid, a bid security as mentioned in the Bid Data Sheet (the "Bid Security"). The Bid Security will be refundable, not later than 225 (Two hundred and twenty five) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Service Agreement. The Performance Security shall be calculated as mentioned in the Bid Data Sheet. The Bidders shall have to provide Bid Security in the form of a Bank Guarantee from scheduled commercial bank in India in favour of "Director General, Family Welfare, Uttar Pradesh", payable at Lucknow/Delhi, and the validity period of the Bank Guarantee, shall not be less than 180 (One Hundred and Eighty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.	This clause is modified as follows- In terms of this RFP, a Bidder is required to deposit, along with its Bid, a bid security as mentioned in the Bid Data Sheet (the "Bid Security"). The Bid Security will be refundable, not later than 225 (Two hundred and twenty five) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Service Agreement. The Performance Security shall be calculated as mentioned in the Bid Data Sheet. The Bidders shall have to provide Bid Security in the form of a Bank Guarantee from scheduled commercial bank in India in favour of "State Health Society, Uttar Pradesh, Lucknow", payable at Lucknow/Delhi, and the validity period of the Bank Guarantee, shall not be less than 225 (Two hundred and twenty five) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

(Pankaj Kumar)
Mission Director,
NHM, Uttar Pradesh

[Signature]
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Government of Uttar Pradesh
Department of Medical, Health & Family Welfare,
State Program Management Unit (SPMU), National Health Mission (NHM)
Vishal Complex, 19-A, Vidhan Sabha Marg, Lucknow-226001
Email:mdupnrhm@gmail.com, spmu102108@gmail.com

Corrigendum 3

**Selection of Service Provider for the Operation of 102 National Ambulance
Service in Uttar Pradesh**

Ref. No. 290/SPMU/EMTS/102 NAS/2018-19/ 11/27

Date: 28.01.2019

National Health Mission, Uttar Pradesh and Department of Medical Health and Family Welfare invited proposals from interested parties in accordance with RFP for operation of 2270 Ambulances under 102 National Ambulance Services in State of Uttar Pradesh vide notification reference number 290/SPMU/EMTS/102 NAS/2018-19/9907 Dated 19/12/2018.

The corrigendum notice vide notification reference number 290/SPMU/EMTS/102 NAS/2018-19/10690 Dated 15/01/2019 was uploaded on the e-tender portal <http://etender.up.nic.in>. The timelines mentioned in notification dated 15-01-2019 have been revised again.

The revised timelines are as mentioned below –

Particulars	Previous Timeline as per Corrigendum notification 15-01-2019	Revised Timeline
Date of submission of original copy of Qualification Proposal, supporting documents and Bid Security	30-01-2019 at 3:00 PM	08-02-2019 at 3:00 PM
Bid Due Date and time	30-01-2019 at 3:00 PM	08-02-2019 at 3:00 PM
Date of opening of Qualification Bid	30-01-2019 at 3:30 PM	08-02-2019 at 3:30 PM

(Pankaj Kumar)
Mission Director,
NHM, Uttar Pradesh

(102 NAS/2018-19/11/27)
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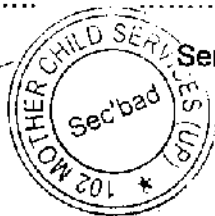
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**Financial Bid submitted by GVK Emergency Management and
Research Institute**

Authority

(डॉ० नाना दुबे)
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परिवार कल्याण, उ०प्र०
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Service Provider

Selected Bidder



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APPENDIX – II: FORMAT FOR FINANCIAL BID
Financial Proposal (Refer Clause 2.1.6)

Dated: 28.01.2019

To

The Mission Director
National Health Mission, Uttar Pradesh.
Vishal Complex, 19-A, Vidhan Sabha Marg,
Lucknow, Uttar Pradesh, India – 226 001

Sub: Selection of private service provider for operation and management of 102 National Ambulance Services in Uttar Pradesh

Dear Sir,

1. With reference to your RFP document dated 20th December 2018, we, having examined the Bidding Documents and understood their contents, hereby submit our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. We hereby submit our Bid and offer to perform services as per the quote below:

	In numeric	In words
Fixed Fee per Ambulance per month for the first year (In INR)	Rs. 1,34,433/-	RUPEES ONE LAKH THIRTY FOUR THOUSAND FOUR HUNDRED AND THIRTY THREE ONLY.

The quote herein above is exclusive of GST.

3. The Fee at start of each of the subsequent year after first year shall be increased by 8% of the last existing fee paid.

4. We agree to keep this offer valid for 225 (Two hundred twenty-five) days from the Bid Due Date specified in the RFP.

5. We agree and undertake to abide by all the terms and conditions of the Bidding Documents. In witness thereof, we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: 28.01.2019

Place: Secunderabad

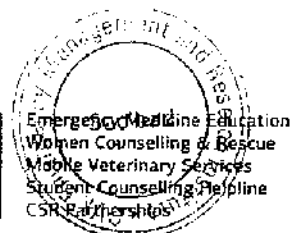
(Signature of the Authorised signatory)

Rajesh Waghmare, Sr. Vice President

Name and seal of Bidder: GVK Emergency Management and Research Institute



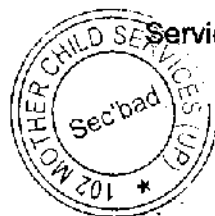
१२० नमो भुवने
पञ्चविंशक
परिवार कल्याण, उग्रप्रो
हस्तपत्र



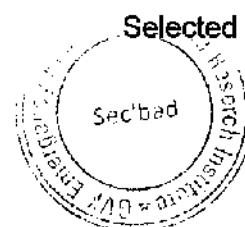
240

Letter of Award issued by Authority dated 21st February 2019

Authority
(सो. सेवा सुका)
पञ्जाबिहासक
परिवार कल्याण, सो.सो.
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Service Provider



Selected Bidder

From,

Mission Director

National Health Mission

Vishal Complex, 19-A Vidhan Sabha Marg, Lucknow (Uttar Pradesh), India- 226001

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To,

Mr. Rajesh Waghmare,

Sr. Vice President, M/s GVK Emergency Management and Research Institute

Devar Yamzal, Medchal Road, Secunderbad, Telangana - 500078

Letter No. 290/SPMU/EMTS/102 NAS/2018-19/ 2027

Dated 2/02/2019

Subject: - Issue of Letter of Award (LOA) under RFP for "Selection of Service Provider for operation and management of 102 National Ambulance Services in Uttar Pradesh."

Reference:

1. RFP dated 20th December, 2018, bearing RFP No.: 290/SPMU/EMTS/102 NAS/2018-19
2. Bid submitted by M/s GVK Emergency Management and Research Institute, dated 28th January, 2019 on e-portal. ("Bid")

Dear Mr. Rajesh Waghmare,

With reference to your Bid dated 28th January 2019, submitted under the terms of the RFP for "Selection of Service Provider for operation and management of 102 National Ambulance Services in Uttar Pradesh", we are pleased to inform you that, pursuant to the financial bid opening on 19th February, 2019, your financial quote as set out in the below table, has been accepted and you have been identified as the "Selected Bidder", subject to and in accordance with the provisions of the RFP :-

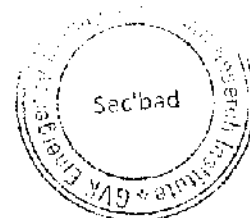
Fixed Fee per Ambulance per month for the first year	Rs. 1,34,433/- Rupees One Lakh Thirty Four Thousand Four Hundred and Thirty Three Only)
--	--

1. In view of the above, you are requested to convey your unconditional acknowledgement of this Letter of Award, within 7 (Seven) days from the date of issue of the LOA, and return to the Authority a duly signed duplicate copy of LOA executed by your authorized signatory. In case, you, the Selected Bidder fails to comply and convey your unconditional acknowledgement of this Letter of Award, then Authority shall be entitled to encash your Bid Security as per terms of the RFP as Damages.
2. Without prejudice to the requirement of unconditional acknowledgement of the LOA and regardless of the same, you, the Selected Bidder is also required to unconditionally fulfil all the pre-condition stipulated in the RFP including the following pre-conditions for commencement of the Project development subject to and in accordance with the provisions of RFP :-
 - i. Post conveying the unconditional acknowledgement of this Letter of Award as per above provision, you, the Selected Bidder is required to execute the Service Agreement within 30 days of date of this Letter of Award; and in the event of failure to comply, the Authority shall be entitled to encash the Bid Security as Damages
 - ii. You are also required to furnish to the Authority a Performance Security within 15 days from date of issuance of this LOA by way of unconditional, unequivocal and irrevocable Bank Guarantee of value equivalent to INR 18,30,97,746/- Rupees Eighteen Crore Thirty Lakh Ninety Seven Thousand Seven Hundred and Forty Six only) valid upto up till 180 days after the expiry of the Contract Period or Extended Contract Period, as per format enclosed at Schedule 8 of the draft Service Agreement, to be issued any Nationalized/Scheduled

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Commercial Bank in Director General, Family Welfare, Uttar Pradesh encashable at Lucknow.

3. In the event of failure of the Selected Bidder to comply with one or more of the pre-conditions as set out under the RFP and enumerated under this Letter of Award, for commencement of project development, the Authority shall be entitled to nullify, cancel and revoke this LOA and encash the Bid Security, in which event, the Selected Bidder and/or any person claiming under or through it, shall have no claim whatsoever against the Authority.

Yours Sincerely,

(Pankaj Kumar)

Mission Director,

National Health Mission,

Dated: . . .2019

Letter No. 290/SPMU/EMTS/102 NAS/2018-19/

Copy to following for necessary action-

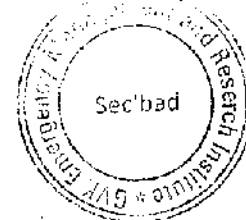
1. Principal Secretary, Medical Health and Family Welfare, GoUP.
2. Director General, Family Welfare, Uttar Pradesh, Lucknow for further necessary actions regarding signing of agreement and implementation of 102 NAS Project.
3. Special Secretary, Section -1, Medical Health and Family Welfare, GoUP.

(Pankaj Kumar)

Mission Director,

National Health Mission,

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**Acceptance of Letter of Award by GVK Emergency Management
and Research Institute dated 22nd February 2019**

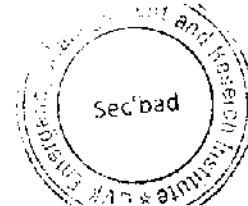
Authority

(डॉ० नीता गुप्ता)
महानिदेशक
परिवार कल्याण, उ०प्र०
लखनऊ



Service Provider

Selected Bidder



To,

The Mission Director,
National Health Mission,
Uttar Pradesh,
Lucknow

Subject: Acceptance of LoA under RFP for "Selection of Service provider for Operation and management of 102 National Ambulance Service in Uttar Pradesh".

Reference:

1. RFP dated 20th December, 2018, bearing RFP No: 290/SPMU/EMTS/102 NAS/2018-19
2. Bid Submitted on 28th January 2019 on E- Portal.
3. Letter No – 290/SPMU/EMTS/102 NAS/2018-19/2027 dated 21.02.2019

Dear Sir,

With reference to the above subject, we would like to thank you for showing confidence in us and issuing us the Letter of Award for "Selection of Service provider for Operation and management of 102 National Ambulance Service in Uttar Pradesh".

We M/s GVK Emergency Management and Research Institute hereby convey our unconditional acknowledgement of the Letter of Award.

Further, we also assure your good office that we would be fulfilling the pre-conditions laid out in letter of award within the given timelines.

The duly signed duplicate copy of Letter of Award is enclosed for your kind consideration.

We are there to provide best of our services always to the state of Uttar Pradesh.

Thanking you

Yours Sincerely,

For and On Behalf of GVK Emergency Management and Research Institute



Rajesh Waghmare, Sr. Vice President

Authorized Signatory

Encl: Signed Duplicate Copy of Letter of Award

Copy to:

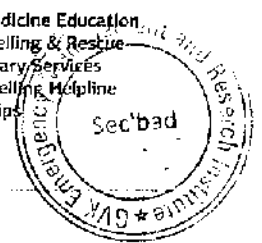
1. Principal Secretary, Medical Health & Family Welfare, GoUP
2. Director General, Family Welfare, Uttar Pradesh, Lucknow
3. Special Secretary, Section – I, Medical Health & Family Welfare, GoUP

GVK Emergency Management and Research Institute
Devar Yamzal, Medchal Road, Secunderabad - 500 078
Telangana, India

T + 91 40 2346 2222/2600 F + 91 40 2346 2178
www.emri.in

Emergency Ambulance Services
Healthcare Outreach Services
Road Safety Initiatives
Police Helpline
Civic Services Helpline

Emergency Medicine Education
Women Counselling & Restive
Mobile Veterinary Services
Student Counselling Helpline
CSR Partnerships




(सि. नि. पु. पु.)
सहायक
-सि. नि. पु. पु. रातो

From,

Mission Director
National Health Mission
Vishal Complex, 19-A Vidhan Sabha Marg, Lucknow (Uttar Pradesh), India- 226001

To,

Mr. Rajesh Waghmare,
Sr. Vice President, M/s GVK Emergency Management and Research Institute
Devar Yanzal, Medchal Road, Secunderbad, Telangana - 500078

Letter No. 290/SPMU/EMTS/102 NAS/2018-19/ 2027

Dated 2/02/2019

Subject: - Issue of Letter of Award (LOA) under RFP for "Selection of Service Provider for operation and management of 102 National Ambulance Services in Uttar Pradesh."

Reference:

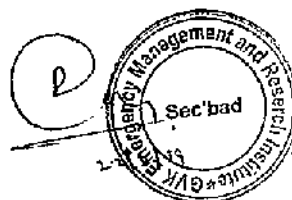
1. RFP dated 20th December, 2018, bearing RFP No.: 290/SPMU/EMTS/102 NAS/2018-19
2. Bid submitted by M/s GVK Emergency Management and Research Institute, dated 28th January, 2019 on e-portal. ("Bid")

Dear Mr. Rajesh Waghmare,

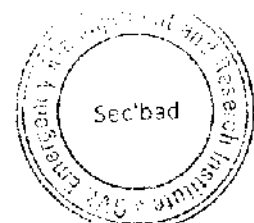
With reference to your Bid dated 28th January 2019, submitted under the terms of the RFP for "Selection of Service Provider for operation and management of 102 National Ambulance Services in Uttar Pradesh", we are pleased to inform you that, pursuant to the financial bid opening on 19th February, 2019, your financial quote as set out in the below table, has been accepted and you have been identified as the "Selected Bidder", subject to and in accordance with the provisions of the RFP :-

Fixed Fee per Ambulance per month for the first year	Rs. 1,34,433/- Rupees One Lakh Thirty Four Thousand Four Hundred and Thirty Three Only)
--	--

1. In view of the above, you are requested to convey your unconditional acknowledgement of this Letter of Award, within 7 (Seven) days from the date of issue of the LOA, and return to the Authority a duly signed duplicate copy of LOA executed by your authorized signatory. In case, you, the Selected Bidder fails to comply and convey your unconditional acknowledgement of this Letter of Award, then Authority shall be entitled to encash your Bid Security as per terms of the RFP as Damages.
2. Without prejudice to the requirement of unconditional acknowledgement of the LOA and regardless of the same, you, the Selected Bidder is also required to unconditionally fulfil all the pre-condition stipulated in the RFP including the following pre-conditions for commencement of the Project development subject to and in accordance with the provisions of RFP :-
 - i. Post conveying the unconditional acknowledgement of this Letter of Award as per above provision, you, the Selected Bidder is required to execute the Service Agreement within 30 days of date of this Letter of Award; and in the event of failure to comply, the Authority shall be entitled to encash the Bid Security as Damages
 - ii. You are also required to furnish to the Authority a Performance Security within 15 days from date of issuance of this LOA by way of unconditional, unequivocal and irrevocable Bank Guarantee of value equivalent to INR 18,30,97,746/- Rupees Eighteen Crore Thirty Lakh Ninety Seven Thousand Seven Hundred and Forty Six only) valid upto up till 180 days after the expiry of the Contract Period or Extended Contract Period, as per format enclosed at Schedule 8 of the draft Service Agreement, to be issued any Nationalized/Scheduled



प्राप्त किया हुआ
प्रमाणित
परिवार कल्याण, उद्वा
रक्षण-क



Commercial Bank in Director General, Family Welfare, Uttar Pradesh encashable at Lucknow.

3. In the event of failure of the Selected Bidder to comply with one or more of the pre-conditions as set out under the RFP and enumerated under this Letter of Award, for commencement of project development, the Authority shall be entitled to nullify, cancel and revoke this LOA and encash the Bid Security, in which event, the Selected Bidder and/or any person claiming under or through it, shall have no claim whatsoever against the Authority.

Yours Sincerely,

(Pankaj Kumar)

Mission Director,

National Health Mission.

Dated: . . . 2019

Letter No. 290/SPMU/EMTS/102 NAS/2018-19/

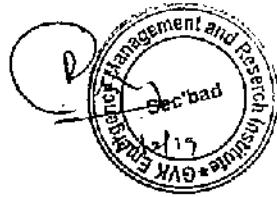
Copy to following for necessary action-

1. Principal Secretary, Medical Health and Family Welfare, GoUP.
2. Director General, Family Welfare, Uttar Pradesh, Lucknow for further necessary actions regarding signing of agreement and implementation of 102 NAS Project.
3. Special Secretary, Section -1, Medical Health and Family Welfare, GoUP.

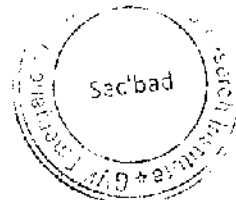
(Pankaj Kumar)

Mission Director,

National Health Mission.



प्रो. नरेश कुमार
परिवार कल्याण, उ०प्र०
लखनऊ



247

SPV documents submitted by GVK Emergency Management and Research Institute

Authority

(डॉ० नागा मुकुंद)
सहनिदेशक
परिवार कल्याण, उ०प्र०
लखनऊ

Service Provider



Selected Bidder



102 MOTHER CHILD SERVICES(UP)

(CIN – U85300TG2019NPL131234)

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GVK/EMRI/UP/PPP/2018-19/393

Date: 13th March, 2019

To,

The Director General,
Family Welfare,
Uttar Pradesh, Lucknow

Sub: Submission of Documents required for signing management agreement to operate 102 National Ambulance Services in Uttar Pradesh.

Ref:

1. Letter of Award from O/o MD NHM vide Letter No. 290/SPMU/EMTS/102 NAS/2018-19/2027 dated 21.02.2019
2. Our LOA Acceptance Letter No. GVK/EMRI/UP/PPP/2018-19/370 dated 22.02.2019
3. Our PBG Submission Letter No. GVK/EMRI/UP/PPP/2018-19/385 dated 05.03.2019

Dear Sir/Madam,

At the outset, we thank you for once again entrusting us with the responsibility of operations of 102 National Ambulance Services in Uttar Pradesh.

We submit that **102 Mother Child Services(UP)**, a company registered under the provisions of Companies Act 2013, is the Special Purpose Vehicle (SPV) incorporated for the purpose of executing the management agreement and undertake the project as per the RFP conditions.

We accepted the Letter of Award on 22.02.2019 and have already submitted the Performance Bank Guarantee in original on 05.03.2019 as noted under reference.

We hereby enclose the following documents in support of signing the Management Agreement to Operationalise 102 National Ambulance Service.

- Copy of Board Resolution by the Board of GVK EMRI for formation SPV for 102 National Ambulance Service.
- Copy of the Shareholders percentage of holding in the SPV.
- Copy of Memorandum and Articles of Association of SPV.
- Copy of Certificate of Incorporation of SPV.
- Copy of Board Resolution of 102 Mother Child Services(UP) authorizing Mr. K Krishnam Raju for signing the Management Agreement.

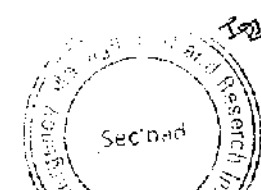
We request you to take a note of the same and arrange for signing of the Management Agreement at the earliest.

Regd. Office: Survey No:670 & 671, EMRI, Devar Yamzal, Medchal Road,
Secunderabad, Telangana, India, Phone No – 23462222/2600

[Handwritten signature]
Director General
Family Welfare
Uttar Pradesh



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102 MOTHER CHILD SERVICES(UP)

(CIN - U85300TG2019NPL131234)

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Thanking you,

Yours Sincerely

For GVK Emergency Management and Research Institute



(K Krishnam Raju)

Authorised Signatory

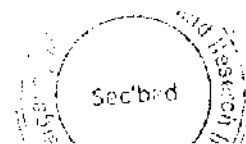
Encl: As above

Copy to:

1. Principal Secretary, Medical Health & Family Welfare, GoUP
2. Mission Director, National Health Mission, Uttar Pradesh, Lucknow
3. Special Secretary, Section - I, Medical Health & Family Welfare, GoUP

एम्.एच. & एफ.वेलफेयर
परिचर कल्याण, लखनऊ
लखनऊ

Regd. Office: Survey No:670 & 671, EMRI, Devar Yamzal, Medchal Road,
Secunderabad, Telangana, India, Phone No - 23462222/2500



EXTRACT OF THE RESOLUTION PASSED IN THE EXECUTIVE COMMITTEE OF THE GOVERNING BOARD MEMBERS OF GVK EMERGENCY MANAGEMENT AND RESEARCH INSTITUTE (GVK EMRI) HELD ON FRIDAY, THE 18TH DAY OF JANUARY, 2019 AT 3.00 P.M. AT "BOARD ROOM", HOTEL TAJ KRISHNA, ROAD NO.1, BANJARA HILLS, HYDERABAD - 500 034

Authorisation to Submit Bids for Operating 102 National Ambulance Services

"RESOLVED THAT consent of the Governing Board of GVK EMRI be and is hereby accorded for submission of bids for operation of 102 National Ambulance Services in all the districts of Uttar Pradesh on Build, Operate and Transfer Model either of GVK Emergency Management and Research Institute (GVK EMRI), or Through a SPV or through such other arrangements as may be considered appropriate, from time to time".

"RESOLVED THAT consent of the Governing Board be and is hereby accorded to the Society for the proposal of incorporating a Special Purpose Vehicle (SPV) with the proposed name of M/s 102 MOTHER CHILD SERVICES (UP), for rendering 102 National Ambulance Services in the state of Uttar Pradesh and to invest upto 51% of the subscribed and paid up share Capital of the proposed Company to be incorporated and hold 51% share holding in the proposed SPV at all times till the end of the agreement period for the execution of the said project".

"RESOLVED FURTHER THAT Mr.K.Krishnam Raju, Director , be and is hereby authorized to represent GVK EMRI before the Govt.of UP and to provide such of the information and execute necessary agreements, MOUs and other documents as may be required in this regard."

RESOLVED FURTHER THAT Mr K.Krishnam Raju ,Director , be and is also hereby authorized to delegate the powers in this regard including execution of necessary Power of Attorney, Letter of Authority etc as may be required in favour of any officials of GVK EMRI for the purpose of submitting Bids for Operating 102 National Ambulance Services in the State of Uttar Pradesh"

//Certified Copy//

For GVK Emergency Management and Research Institute

T Ravi Prakash
Authorised Signatory

102 MOTHER CHILD SERVICES
उत्तर प्रदेश
परिवार कल्याण, लखनऊ
दस्तावेज

GVK Emergency Management and Research Institute

Devar Yamzal, Medchal Road, Secunderabad - 500 078.
Telangana, India.

T +91 2346 2222 / 2600 F +91 40 2346 2178
www.emri.in



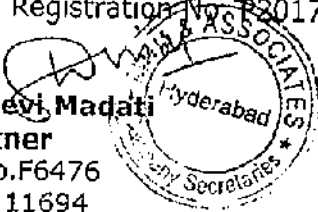
CERTIFICATE

We have examined and verified the records of M/s 102 MOTHER CHILD SERVICES (UP), Section 8 Company, having its registered office at Survey No: 670 & 671, EMRI, Devar Yamzal, Medchal Road, Secunderabad - 500078 and accordingly, We certify the following details of the Share Capital and shareholding position as on 13th March, 2019

1. Authorised Share Capital is Rs. 1,00,000 divided in to 10,000 equity shares of Rs. 10/- each.
2. Paid up Share Capital is Rs. 1,00,000 divided in to 10,000 equity shares of Rs. 10/- each.

S No	Name of the Shareholder	No of Shares held at face value of Rs 10/- each	% of holding
1	GVK Emergency Management and Research Institute (Society)	5,100	51.00
2	Dr. G V Krishna Reddy	1,900	19.00
3	Mr. G V Sanjaya Reddy	1,500	15.00
	Mr. Krishna Ram Bhupal	1,500	15.00
	Total	10,000	100.00

For MNM & Associates
Company Secretaries
Firm Registration No. R2017TL059600

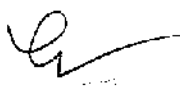

Sridevi Madati
Partner
M.No.F6476
COP 11694

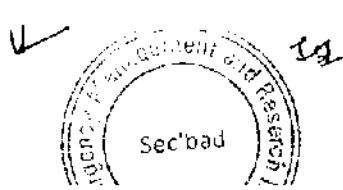
Date: 13/03/2019
Place: Hyderabad


पतिवत कल्याण, २०१९
२२/३/२०१९

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**MEMORANDUM OF ASSOCIATION
AND
ARTICLES OF ASSOCIATION
OF
102 MOTHER CHILD SERVICES (UP)
(Non Profit Section 8 Company)**


सचिव (संस्था)
परिवार कल्याण, उ०प्र०
लखनऊ





253

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that 102 MOTHER CHILD SERVICES (UP) is incorporated on this Thirteenth day of March Two thousand nineteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U85300TG2019NPL131234.

The Permanent Account Number (PAN) of the company is AABCZ3411G

The Tax Deduction and Collection Account Number (TAN) of the company is HYDM19000C

Given under my hand at Manesar this Thirteenth day of March Two thousand nineteen .



Digital Signature Certificate
SATYA PARKASH KUMAR

For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

102 MOTHER CHILD SERVICES (UP)

Survey No: 670 & 671, EMRI, Devar Yamzal, Medchal Road,
SECUNDERABAD, Rangareddi, Telangana, India, 500078



* as issued by the Income Tax Department

परिवार कल्याण, २०१०
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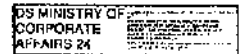
(254)
Licence under section 8 (1) of the Companies Act, 2013
[Pursuant to rule 20 the Companies (Incorporation) Rules, 2014]

Section 8 Licence Number 114288

WHEREAS it has been proved to my satisfaction that 102 MOTHER CHILD SERVICES (UP) , a person or an association of persons to be registered as a company under the Companies Act, 2013, for promoting objects of the nature specified in clause (a) of sub-section (1) of section 8 of the said Act, and that it intends to apply its surplus, if any, or other income and property in promoting its objects and to prohibit the payment of any dividend to its members;

NOW, THEREFORE, in exercise of the powers conferred by section 8 of the said Act, I, the Registrar at Hyderabad, hereby grant, this licence, directing that the said person or association or persons be registered as a company with limited liability without the addition of the word "Limited", or as the case may be, the words "Private Limited" to its name, subject to the following conditions namely :

- (1) that the said company shall in all respects be subject to and governed by the conditions and provisions contained in its memorandum of association ;
- (2) that the profits, if any or other income and property of the said company, whensoever derived, shall be applied solely for the promotion of the object as set forth in its memorandum of association and that no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise by way of profit, to persons who at any time are or have been members of the said company or to any of them or to any person claiming through any one or more of them;
- (3) that no remuneration or other benefit in money or money's worth shall be given by the company to any of its members except payment of out-of-pocket expenses, reasonable and proper interest on money lent, or reasonable and proper rent on premises let to the company;
- (5) that nothing in this clause shall prevent the payment by the company in good faith of prudent remuneration to any of its officers or servants (not being members) or to any other person (not being member), in return for any services actually rendered to the company;
- (6) that nothing in clauses (3), (4) and (5) shall prevent the payment by the company in good faith of prudent remuneration to any of its members in return for any services (not being services of a kind which are required to be rendered by a member), actually rendered to the company;
- (7) that no alteration shall be made to the memorandum of association or to the articles of association of the company, which are for the time being in force, unless the alteration has been previously submitted to and approved by the Registrar ;
- (8) The Company can be amalgamated only with another company registered under section 8 of the Act and having similar objects; and
- (9) that, without prejudice to action under any law for the time being in force, this licence shall be liable to be revoked, if the company:
 - (a) contravenes any of the requirements of section 8 of the Act or the rules made thereunder or any of the conditions subject to which a licence is issued;
 - (b) if the affairs of the company are conducted fraudulently or in a manner violative of the objects of the company or prejudicial to public interest.



RAMESH CHANDRA MISHRA

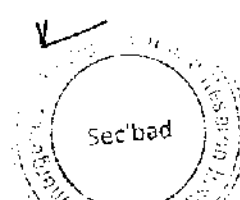
Registrar of Companies

RoC - Hyderabad

Dated this 06 Day of 03 2019



102 MOTHER CHILD SERVICES (UP)
नरसिंहराव
परिवार कल्याण, उद्योग
लखनऊ



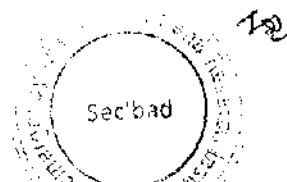
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Form No. INC-13

MEMORANDUM OF ASSOCIATION**[Pursuant to rule 19(2) the Companies (Incorporation) Rules, 2014]**

- I. The name of the company is **"102 MOTHER CHILD SERVICES (UP)"**
- II. The registered office of the company will be situated in the State of Telangana
- III. The objects for which the company is established are:
 - (A) **THE MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:**
 1. To provide an emergency response services under the Scheme of Mother Child Services to the needy pregnant woman in the State of Uttar Pradesh (UP).
 2. To provide the emergency response services to needy people and also to provide the citizens in an emergency the benefit of getting timely attention and support, emergency being defined as: occurrence of any sudden event that threatens life, health, property, order or daily life.
 3. To serve as a vital emergency management information and assistance resource and raise societal awareness of, and capability in, Emergency Management and Response and thus save lives and reduce the economic impact to the citizens, firms and the government through appropriate awareness, education and capacity building programs and to provide national leadership and expertise in comprehensive emergency management and strive to position itself as an institution dedicated to promote Emergency Management and Research by combining the best that the specialized institutions in the country and the globe have to offer into a holistic program.
 - B. **THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:**
 1. To tackle the needs of the country over a period of time - building the soft-infrastructure for emergency response and maintaining the Society's capacity to deal with unforeseen future;
 2. To advance continuous improvement in emergency management through strategic partnerships, innovative programs, and collaborative policy positions.
 3. To design services to meet the needs of the citizens;
 4. To the emergency services are the best in kind - sharing good ideas, driving down costs and above all delivering what they are supposed to.
 5. To suggest Preventive methods that can be viably implemented and reduce the need for emergency response.

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 102 MOTHER CHILD SERVICES (UP)
 102 MOTHER CHILD SERVICES (UP)



6. To undertake practical research assignments in alliance with the best institutions in India and outside to enable government and other organizations in implementing emergency response in the field.
7. To develop concept papers on emergency management and response infrastructure that includes:
 - (a) Technical Standards, Training material, legal and Regulatory framework and various incentive schemes towards creating a conducive environment in India.
 - (b) Integration of Directory services, National databases, etc.
 - (c) Strategies that Central Government, State Governments and local Government can follow for the success of emergency response initiatives including Government Process Reengineering, accreditation of facilities, personnel, etc.
8. To design innovative financing and implementation models for supporting emergency response. Develop prototypes to demonstrate the feasibility of building new tools, technologies for supporting emergency response.
9. To document case studies of successful cases and applications already developed and functioning in the field and facilitate their adoption across the State of Uttar Pradesh.
10. To establish and maintain libraries, archives and other Information storage and retrieval systems for the collection and dissemination of all knowledge in any form and to publish or arrange to publish books, news papers, journals, brochures, pamphlets, articles, for the purpose of advancement of the objects of the Company and the welfare of the public.
11. To conduct conferences, retreats and workshops to increase awareness among the top policy makers in India.
12. To develop papers, reports, films, videos and other multi-media presentations and ensure effective dissemination of the learning and output of the Company.
13. To create an active learning community among stakeholders through Virtual Emergency Response System that will enable online access to relevant content on Emergency Response.
14. To incubate ideas and opportunities for leveraging information and medical technology for economic growth in this.


 मध्यमिक
 परिवार कल्याण, उदयो
 लक्षण



15. To cooperate, coordinate and join with other trusts, bodies or voluntary organizations or institutions for establishing, promoting, launching, operating, schemes and projects.
16. To design, organize and conduct training programs for individuals and organizations and conduct conferences, seminars, workshops, meetings and discussions on various subjects so as to develop and improve the knowledge and standards and to serve as forum for exchange of ideas and experiences, collection and dissemination of information.
17. To undertake and bring out, publish, distribute or otherwise edit, print and exhibit for sale, magazines, bulletins, pamphlets, publications, books, newsletters, literatures, periodicals, whether of the Company or others in furtherance of the objects of the Company which the society's governing board feel will promote the objects of the Company and for this purpose run printing press if necessary.
18. To undertake Research and /or projects on behalf of Central Government, State Governments, Union Territories, Local Bodies, Public and Private Institutions, Companies and Persons on such Grants, fee or remuneration fixed by the authorities concerned.
19. To charge fees and otherwise recoup themselves for the outlay and expenses incurred in running various institutions established by the Company to promote its objects.
20. To receive and accept donations, grants, contributions, gifts, subscriptions from various national and international organizations or foreign bodies, Governments, trusts, public bodies, partnerships, societies, companies, and persons towards the corpus of the Company for carrying out any of the objects of the Company.
21. To establish and run super specialty and multi-specialty hospitals and to promote education, research and development activities in health sciences & services, health administration and management and allied disciplines to improve the quality of medical care.
22. To give donations to such of the organizations who are engaged in carrying on similar objects and/or of charitable in nature.

Provided that the company shall not support with its funds, or endeavour to impose on, or procure to be observed by its members or others, any regulation or restriction which, as an object of the company, would make it a trade union.

IV. The Objects of the Company extended to the whole state of Uttar Pradesh.

V. (i) The profits, if any, or other income and property of the company, when so ever derived, shall be applied, solely for the promotion of its objects as set forth in this memorandum.

(ii) No portion of the profits, other income or property aforesaid shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise by way of profit, to persons who, at any time are, or have been, members of the company or to any one or more of them or to any persons claiming through any one or more of them.

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102 MOTHER CHILD SERVICES (UP)
Sec'bad



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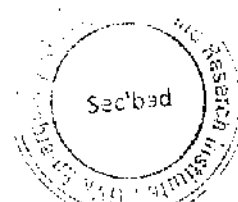
(iii) No remuneration or other benefit in money or money's worth shall be given by the company to any of its members, whether officers or members of the company or not, except payment of out-of-pocket expenses, reasonable and proper interest on money lent, or reasonable and proper rent on premises let to the company.

(iv) Nothing in this clause shall prevent the payment by the company in good faith of prudent remuneration to any of its officers or servants (not being members) or to any other person (not being member), in return for any services actually rendered to the company.

(v) Nothing in clauses (iii) and (iv) shall prevent the payment by the company in good faith of prudent remuneration to any of its members in return for any services (not being services of a kind which are required to be rendered by a member), actually rendered to the company;

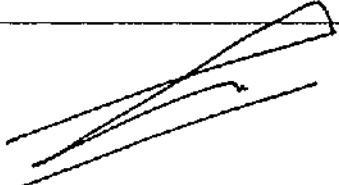
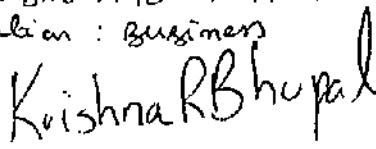
- VI. No alteration shall be made to this memorandum of association or to the articles of association of the company which are for the time being in force, unless the alteration has been previously submitted to and approved by the Registrar of Companies, Ministry of Corporate Affairs, Telangana, Hyderabad and the Director of Income-tax (Exemptions), Hyderabad.
- VII. The liability of the members is limited.
- VIII. The Authorised Share Capital of the company is Rs.1,00,000/- (Rupee One Lakh Only) divided into 10,000/- (Ten Thousand Only) equity shares of Rs. 10/- (Rupee Ten Only) each.
- IX. True accounts shall be kept of all sums of money received and expended by the company and the matters in respect of which such receipts and expenditure take place, and of the property, credits and liabilities of the company; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the company for the time being in force, the accounts shall be open to the inspection of the members.
- Once at least in every year, the accounts of the company shall be examined and the correctness of the balance-sheet and the income and expenditure account ascertained by one or more properly qualified auditor or auditors.
- X. If upon a winding up or dissolution of the company, there remains, after the satisfaction of all the debts and liabilities, any property whatsoever, the same shall not be distributed amongst the members of the company but shall be given or transferred to such other company having objects similar to the objects of this company, subject to such conditions as the Tribunal may impose, or may be sold and proceeds thereof credited to the Rehabilitation and Insolvency Fund formed under section 269 of the Act.
- XI. The Company can be amalgamated only with another company registered under section 8 of the Act and having similar objects.

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 Sec'y to Govt.
 Ministry of Corporate Affairs,
 Hyderabad



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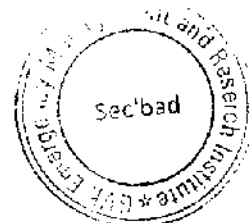
XII. We, the several persons whose names, addresses, descriptions and occupations are hereunto subscribed are desirous of being formed into a company not for profit, in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the company set opposite our respective names:

Sl. no.	Name, Address, Description & Occupation of the subscriber	No. of equity shares taken by each subscriber	Name, Address, Description and Occupation of the witnesses
3	 Mr. G.V. Sanjay Reddy S/o. Dr. G.V. Krishnam Reddy G-3-250/4, Road no # 4 Banjara Hills, Hyderabad - 500034 Telangana Date of Birth: 18-11-1964 Occupation: Business	1500 (One thousand five hundred only)	T. Ravi Prakash S/o. T. Prasad Reddy Flat No. 201, Pruthvi Apartments Chaitanya, Hyderabad - 500020 Occupation: Service - Member in the ACS 9730
4	 Mr. Krishna Ravi Bhupal S/o. Somanthi Bhupal G-3-250/1, Road no # 1 Banjara Hills, Hyderabad - 500034 Telangana Date of Birth: 16-03-1963 Occupation: Business	1500 (One thousand five hundred only)	T. Ravi Prakash S/o. T. Prasad Reddy Flat No. 201, Pruthvi Apartments Chaitanya, Hyderabad - 500020 Occupation: Service - Member in the ACS 9730
	Total Number of Equity Shares	10,000 (Ten thousand only)	

Place: HYDERABAD

Date: 02-03-2019

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THE COMPANIES ACT, 2013
ARTICLES OF ASSOCIATION
OF
102 MOTHER CHILD SERVICES (UP)
(COMPANY LIMITED BY SHARES)

Interpretation

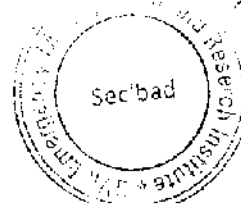
The Regulations contained in Table 'F' in Schedule 1 to the Act as amended from time to time in so far as they are applicable to a private limited company and so far as they are not modified or altered by Articles hereinafter provided, shall apply to this Company.

1. (1) In these regulations –

- (a) "the Act" means the Companies Act, 2013,
- (b) "the seal" means the common seal of the company.
- (c) "Private Company" means having minimum paid-up share capital as may be prescribed and accordingly
 - (i) restricts the right to transfer its shares;
 - (ii) except in case of One person company, limits the number of its members to two hundred not including:
 - A. persons who are in the Employment of the Company; and
 - B. persons who have been formerly in the employment of the Company, were members of the company while in that employment and have continued to be Members after the employment ceased; and
 - C. where two or more persons hold one or more share in a Company jointly, they shall, for the purpose of this clause be treated as a single member.
 - (iii) prohibits any invitation to the public to subscribe for any securities of the Company.
- (d) "Member" means a member of the Company who has duly subscribed to the shares of the company and after due approval of the Board of Directors of the Company from time to time and who continues to be a member for the time being.
- (e) Words importing persons includes corporation, Firms and Association

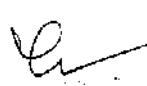
(2) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

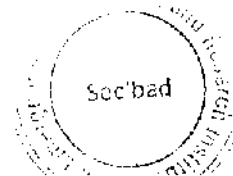
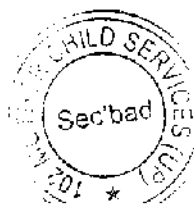
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Share capital and variation of rights

2. Subject to the provisions of the Act and these Articles, the shares in the capital of the company shall be under the control of the Directors who may issue, allot or otherwise dispose of the same or any of them to such persons, in such proportion and on such terms and conditions and either at a premium or at par and at such time as they may from time to time think fit.
3. (i) Every person whose name is entered as a member in the register of members shall be entitled to receive within two months after incorporation, in case of subscribers to the memorandum or after allotment or within one month after the application for the registration of transfer or transmission or within such other period as the conditions of issue shall be provided—
 - (a) one certificate for all his shares without payment of any charges; or
 - (b) several certificates, each for one or more of his shares, upon payment of twenty rupees for each certificate after the first.
- (ii) Every certificate shall be under the seal, if any and shall specify the shares to which it relates and the amount paid-up thereon.
- (iii) In respect of any share or shares held jointly by several persons, the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.
4. (i) If any share certificate be worn out, defaced, mutilated or torn or if there be no further space on the back for endorsement of transfer, then upon production and surrender thereof to the company, a new certificate may be issued in lieu thereof, and if any certificate is lost or destroyed then upon proof thereof to the satisfaction of the company and on execution of such indemnity as the company deem adequate, a new certificate in lieu thereof shall be given. Every certificate under this Article shall be issued on payment of twenty rupees for each certificate.
- (ii) The provisions of Articles (2) and (3) shall *mutatis mutandis* apply to debentures of the company.
5. Except as required by law, no person shall be recognized by the company as holding any share upon any trust, and the company shall not be bound by, or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these regulations or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.
6. (i) The company may exercise the powers of paying commissions conferred by sub-section (6) of section 40, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by that section and rules made thereunder.
- (ii) The rate or amount of the commission shall not exceed the rate or amount prescribed in rules made under sub-section (6) of section 40.


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(iii) The commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in the one way and partly in the other.

7. (i) If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, subject to the provisions of section 48, and whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate meeting of the holders of the shares of that class.

(ii) To every such separate meeting, the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply, but so that the necessary quorum shall be at least two persons holding at least one-third of the issued shares of the class in question.

8. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
9. Subject to the provisions of section 55, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are to be redeemed on such terms and in such manner as the company before the issue of the shares may, by special resolution, determine.

Lien

10. (i) The company shall have a first and paramount lien—
 (a) on every share (not being a fully paid share), for all monies (whether presently payable or not) called, or payable at a fixed time, in respect of that share; and
 (b) on all shares (not being fully paid shares) standing registered in the name of a single person, for all monies presently payable by him or his estate to the company.
 Provided that the Board of directors may at any time declare any share to be wholly or in part exempt from the provisions of this clause.

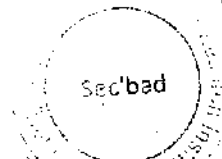
(ii) The company's lien, if any, on a share shall extend to all dividends payable and bonuses declared from time to time in respect of such shares.

11. The company may sell, in such manner as the Board thinks fit, any shares on which the company has a lien:

Provided that no sale shall be made—

- (a) unless a sum in respect of which the lien exists is presently payable; or
 (b) until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share or the person entitled thereto by reason of his death or insolvency.
12. (i) To give effect to any such sale, the Board may authorize some person to transfer the shares sold to the purchaser thereof.
 (ii) The purchaser shall be registered as the holder of the shares comprised in any such transfer.

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(iii) The purchaser shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

13. (i) The proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable.

(ii) The residue, if any, shall, subject to a like lien for sums not presently payable as existed upon the shares before the sale, be paid to the person entitled to the shares at the date of the sale.

Calls on shares

14. (i) The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times:

Provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call.

(ii) Each member shall, subject to receiving at least fourteen days' notice specifying the time or times and place of payment, pay to the company, at the time or times and place so specified, the amount called on his shares.

(iii) A call may be revoked or postponed at the discretion of the Board.

15. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by installments.

16. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

17. (i) If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest thereon from the day appointed for payment thereof to the time of actual payment at ten per cent per annum or at such lower rate, if any, as the Board may determine.

(ii) The Board shall be at liberty to waive payment of any such interest wholly or in part.

18. (i) Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall, for the purposes of these regulations, be deemed to be a call duly made and payable on the date on which by the terms of issue such sum becomes payable.

(ii) In case of non-payment of such sum, all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

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19. The Board—

(a) may, if it thinks fit, receive from any member willing to advance the same, allot any part of the monies uncalled and unpaid upon any shares held by him; and

(b) upon all or any of the monies so advanced, may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding, unless the company in general meeting shall otherwise direct, twelve per cent per annum, as may be agreed upon between the Board and the member paying the sum in advance.

Transfer of shares

20. (i) The instrument of transfer of any share in the company shall be executed by or on behalf of both the transferor and transferee.

(ii) The transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

21. The Board may, subject to the right of appeal conferred by section 58 declines to register—

(a) the transfer of a share, not being a fully paid share, to a person of whom they do not approve; or

(b) any transfer of shares on which the company has a lien.

22. The Board may decline to recognize any instrument of transfer unless—

(a) the instrument of transfer is in the form as prescribed in rules made under sub-section (1) of section 56;

(b) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and

(c) the instrument of transfer is in respect of only one class of shares.

23. On giving not less than seven days' previous notice in accordance with section 91 and rules made there under, the registration of transfers may be suspended at such times and for such periods as the Board may from time to time determine:

Provided that such registration shall not be suspended for more than thirty days at any one time or for more than forty-five days in the aggregate in any year.

Transmission of shares

24. (i) On the death of a member, the survivor or survivors where the member was a joint holder, and his nominee or nominees or legal representatives where he was a sole holder, shall be the only persons recognized by the company as having any title to his interest in the shares.

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(ii) Nothing in clause (i) shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

25. (i) Any person becoming entitled to a share in consequence of the death or insolvency of a member may, upon such evidence being produced as may from time to time properly be required by the Board and subject as hereinafter provided, elect, either—

- (a) to be registered himself as holder of the share; or
- (b) to make such transfer of the share as the deceased or insolvent member could have made.

(ii) The Board shall, in either case, have the same right to decline or suspend registration as it would have had, if the deceased or insolvent member had transferred the share before his death or insolvency.

26. (i) If the person so becoming entitled shall elect to be registered as holder of the share himself, he shall deliver or send to the company a notice in writing signed by him stating that he so elects.

(ii) If the person aforesaid shall elect to transfer the share, he shall testify his election by executing a transfer of the share.

(iii) All the limitations, restrictions and provisions of these regulations relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or insolvency of the member had not occurred and the notice or transfer were a transfer signed by that member.

27. A person becoming entitled to a share by reason of the death or insolvency of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company:

Provided that the Board may, at any time, give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within ninety days, the Board may thereafter withhold payment of all dividends, bonuses or other monies payable in respect of the share, until the requirements of the notice have been complied with.

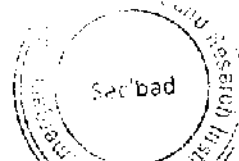
Forfeiture of shares

28. If a member fails to pay any call, or installment of a call, on the day appointed for payment thereof, the Board may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.

29. The notice aforesaid shall—

(a) name a further day (not being earlier than the expiry of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made; and

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- (b) state that, in the event of non-payment on or before the day so named, the shares in respect of which the call was made shall be liable to be forfeited.
30. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may, at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect.
31. (i) A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Board thinks fit.
- (ii) At any time before a sale or disposal as aforesaid, the Board may cancel the forfeiture on such terms as it thinks fit.
32. (i) A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the company all monies which, at the date of forfeiture, were presently payable by him to the company in respect of the shares.
- (ii) The liability of such person shall cease if and when the company shall have received payment in full of all such monies in respect of the shares.
33. (i) A duly verified declaration in writing that the declarant is a director, the manager or the secretary, of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share;
- (ii) The company may receive the consideration, if any, given for the share on any sale or disposal thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of;
- (iii) The transferee shall thereupon be registered as the holder of the share; and
- (iv) The transferee shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
34. The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

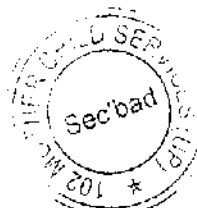
Alteration of capital

35. The company may, from time to time, by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as may be specified in the resolution.

Subject to the provisions of section 61, the company may, by ordinary resolution,—

- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

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(b) convert all or any of its fully paid-up shares into stock, and reconvert that stock into fully paid-up shares of any denomination;

(c) sub-divide its existing shares or any of them into shares of smaller amount than is fixed by the memorandum;

(d) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.

Modification of Rights

36. If at any time the share capital is divided into different classes of shares, the right attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of a Special Resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting, the provisions of these Articles relating to general meetings shall apply. This Article does not by implication curtail the power of modification which the Company would have, had this Article been omitted. The Company shall comply with the provisions of Section 117 of the Act as to forwarding a copy of any such agreement or resolution to the Registrar.

37. The company may, by special resolution, reduce in any manner and with, and subject to, any incident authorized and consent required by law,—

- (a) its share capital;
- (b) any capital redemption reserve account; or
- (c) any share premium account.

Capitalization of profits

38. (i) The company in general meeting may, upon the recommendation of the Board, resolve—

(a) that it is desirable to capitalize any part of the amount for the time being standing to the credit of any of the company's reserve accounts, or to the credit of the profit and loss account, or otherwise available for distribution; and

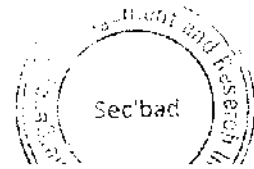
(b) that such sum be accordingly set free for distribution in the manner specified in clause (ii) amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions.

(ii) The sum aforesaid shall not be paid in cash but shall be applied either in or towards—

(A) paying up any amounts for the time being unpaid on any shares held by such members respectively;

(B) paying up in full, unissued shares of the company to be allotted and distributed, credited as fully paid-up, to and amongst such members in the proportions aforesaid;

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- (C) partly in the way specified in sub-clause (A) and partly in that specified in sub-clause (B);
- (D) A securities premium account and a capital redemption reserve account may, for the purposes of this regulation, be applied in the paying up of unissued shares to be issued to members of the company as fully paid bonus shares;
- (E) The Board shall give effect to the resolution passed by the company in pursuance of this regulation.
39. (i) Whenever such a resolution as aforesaid shall have been passed, the Board shall—
- make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares if any; and
 - generally do all acts and things required to give effect thereto.
- (ii) The Board shall have power—
- to make such provisions, by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit, for the case of shares becoming distributable in fractions; and
 - to authorise any person to enter, on behalf of all the members entitled thereto, into an agreement with the company providing for the allotment to them respectively, credited as fully paid-up, of any further shares to which they may be entitled upon such capitalization, or as the case may require, for the payment by the company on their behalf, by the application thereto of their respective proportions of profits resolved to be capitalized, of the amount or any part of the amounts remaining unpaid on their existing shares;
- (iii) Any agreement made under such authority shall be effective and binding on such members.

Buy-back of shares

40. Notwithstanding anything contained in these articles but subject to the provisions of sections 68 to 70 and any other applicable provision of the Act or any other law for the time being in force, the company may purchase its own shares or other specified securities.

General meetings

41. All general meetings other than annual general meeting shall be called extraordinary general meeting.
42. (i) The Board may, whenever it thinks fit, call an extraordinary general meeting.
- (ii) If at any time directors capable of acting who are sufficient in number to form a quorum are not within India, any director or any two members of the company may call an extraordinary general meeting in the same manner, as nearly as possible, as that in which such a meeting may be called by the Board.

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Proceedings at general meetings

43. (i) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (ii) Save as otherwise provided herein, the quorum for the general meetings shall be as provided in section 103.
- (iii) Notwithstanding anything contained in Section 101 of the Companies Act, 2013, a general meeting of the company may be called by giving not less than seven days' clear notice either in writing or through electronic mode or in such manner as may be prescribed. However, a general meeting may be called after giving a shorter notice (less than 7 days) if consent is given in writing or by electronic mode by not less than hundred percent of the members entitled to vote at such meeting.
- (iv) Every notice of general meeting of the Company shall specify the place, day, date and the time of the Meeting and shall contain a statement of the business to be transacted at such meeting. The Board of Directors may give an explanatory statement as they deem fit along with the above referred notice. However, Section 102 of the Companies Act, 2013 shall not be applicable to the Company.
44. The chairperson, if any, of the Board shall preside as Chairperson at every general meeting of the company.
45. If there is no such Chairperson, or if he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as chairperson of the meeting, the directors present shall elect one of their members to be Chairperson of the meeting.
46. If at any meeting no director is willing to act as Chairperson or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be Chairperson of the meeting.

Adjournment of meeting

47. (i) The Chairperson may, with the consent of any meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place.
- (ii) No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (iii) When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.
- (iv) Save as aforesaid, and as provided in section 103 of the Act, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.


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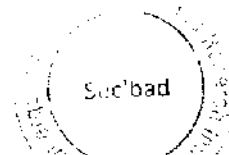
Voting rights

48. Subject to any rights or restrictions for the time being attached to any class or classes of shares,—
(a) on a show of hands, every member present in person shall have one vote; and
(b) on a poll, the voting rights of members shall be in proportion to his share in the paid-up equity share capital of the company.
49. A member may exercise his vote at a meeting by electronic means in accordance with section 108 and shall vote only once.
50. (i) In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.
(ii) For this purpose, seniority shall be determined by the order in which the names stand in the register of members.
51. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee or other legal guardian, and any such committee or guardian may, on a poll, vote by proxy.
52. Any business other than that upon which a poll has been demanded may be preceded with, pending the taking of the poll.
53. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.
54. (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.
(ii) Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.

Proxy

55. The instrument appointing a proxy and the power-of-attorney or other authority, if any, under which it is signed or a notarized copy of that power or authority, shall be deposited at the registered office of the company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll; and in default the instrument of proxy shall not be treated as valid.
56. An instrument appointing a proxy shall be in the form as prescribed in the rules made under section 105.

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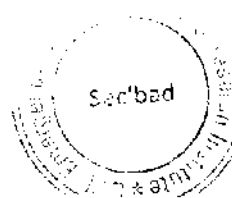
57. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or the revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the shares in respect of which the proxy is given:

Provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the company at its office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Board of Directors

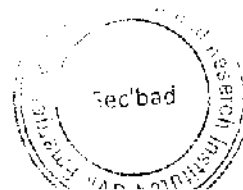
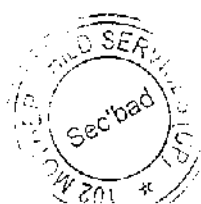
58. (1) The number of directors shall not be less than two and shall not be more than fifteen.
- (2) The following shall be the First Directors of the Company:
- (i) **Mr. Venkata Krishna Reddy Gunupati**
 - (ii) **Mr. Venkata Sanjay Reddy Gunupati**
 - (iii) **Mr. Krishna Ram Bhupal**
59. (i) The remuneration of the directors shall, in so far as it consists of a monthly payment, be deemed to accrue from day-to-day. Subject to the provisions of the Act, the Company may pay any remuneration, to all or any of its Directors for the services rendered by them / him in day to day management of the affairs of the company or any other type of services, whether professional in nature or not, for any of the purposes of the company, either by a fixed sum on monthly or annual basis and / or perquisites and / or a percentage of the profits or otherwise.
- (ii) In addition to the remuneration payable to them in pursuance of the Act, the directors may be paid all travelling, hotel and other expenses properly incurred by them—
- (a) in attending and returning from meetings of the Board of Directors or any committee thereof or general meetings of the company; or
 - (b) in connection with the business of the company.
60. The Board may pay all expenses incurred in getting up and registering the company.
61. The company may exercise the powers conferred on it by section 88 with regard to the keeping of a foreign register; and the Board may (subject to the provisions of that section) make and vary such regulations as it may think fit respecting the keeping of any such register.
62. All cheques, promissory notes, drafts, hundis, bills of exchange and other negotiable instruments, and all receipts for monies paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by such person and in such manner as the Board shall from time to time by resolution determine.


 श्री. वे. कृ. रेड्डी
 प्रिन्सिपल
 परिवार कल्याण, २०००
 बल्लारु



66. (i) Save as otherwise expressly provided in the Act, questions arising at any meeting of the Board shall be decided by a majority of votes.
- (ii) In case of an equality of votes, the Chairperson of the Board, if any, shall have a second or casting vote.
67. The continuing directors may act notwithstanding any vacancy in the Board; but, if and so long as their number is reduced below the quorum fixed by the Act for a meeting of the Board, the continuing directors or director may act for the purpose of increasing the number of directors to that fixed for the quorum, or of summoning a general meeting of the company, but for no other purpose.
68. (i) The Board may elect a Chairperson of its meetings and determine the period for which he is to hold office.
- (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their members to be Chairperson of the meeting.
69. (i) The Board may, subject to the provisions of the Act, delegate any of its powers to committees consisting of such member or members of its body as it thinks fit.
- (ii) Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
70. (i) A committee may elect a Chairperson of its meetings.
- (ii) If no such Chairperson is elected, or if at any meeting the Chairperson is not present within five minutes after the time appointed for holding the meeting, the members present may choose one of their members to be Chairperson of the meeting.
71. (i) A committee may meet and adjourn as it thinks fit.
- (ii) Questions arising at any meeting of a committee shall be determined by a majority of votes of the members present, and in case of an equality of votes, the Chairperson shall have a second or casting vote.
72. All acts done in any meeting of the Board or of a committee thereof or by any person acting as a director, shall, notwithstanding that it may be afterwards discovered that there was some defect in the appointment of any one or more of such directors or of any person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such director or such person had been duly appointed and was qualified to be a director.
73. Save as otherwise expressly provided in the Act, a resolution in writing, signed by all the members of the Board or of a committee thereof, for the time being entitled to receive notice of a meeting of the Board or committee, shall be valid and effective as if it had been passed at a meeting of the Board or committee, duly convened and held.

Handwritten signature
 Sec'y to Govt.
 Ministry of Education, Govt. of India
 New Delhi



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74. Subject to the provisions of the Act,—
- (i) A chief executive officer, manager, company secretary or chief financial officer may be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit; and any chief executive officer, manager, company secretary or chief financial officer so appointed may be removed by means of a resolution of the Board;
 - (ii) A director may be appointed as chief executive officer, manager, company secretary or chief financial officer.
75. A provision of the Act or these regulations requiring or authorizing a thing to be done by or to a director and chief executive officer, manager, company secretary or chief financial officer shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, chief executive officer, manager, company secretary or chief financial officer.

The Seal

76. (i) The Board shall provide for the safe custody of the seal, if any.
- (ii) The seal of the company, if any, shall not be affixed to any instrument except by the authority of a resolution of the Board or of a committee of the Board authorized by it in that behalf, and except in the presence of any one of the director or the secretary or such other person as the Board may appoint for the purpose; and those director or the secretary or other person aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

Dividends and Reserve

77. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Board.
78. Subject to the provisions of section 123, the Board may from time to time pay to the members such interim dividends as appear to it to be justified by the profits of the company.
79. (i) The Board may, before recommending any dividend, set aside out of the profits of the company such sums as it thinks fit as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the company may be properly applied, including provision for meeting contingencies or for equalizing dividends; and pending such application, may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Board may, from time to time, thinks fit.
(ii) The Board may also carry forward any profits which it may consider necessary not to divide, without setting them aside as a reserve.
80. (i) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but if and so long as nothing is paid upon any of the shares in the company, dividends may be declared and paid according to the amounts of the shares.

(ii) No amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share.

(iii) All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

81. The Board may deduct from any dividend payable to any member all sums of money, if any, presently payable by him to the company on account of calls or otherwise in relation to the shares of the company.

82. (i) Any dividend, interest or other monies payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members, or to such person and to such address as the holder or joint holders may in writing direct.

(ii) Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.

83. Any one of two or more joint holders of a share may give effective receipts for any dividends, bonuses or other monies payable in respect of such share.

84. Notice of any dividend that may have been declared shall be given to the persons entitled to share therein in the manner mentioned in the Act.

85. No dividend shall bear interest against the company.

Accounts

86. (i) The Board shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the company, or any of them, shall be open to the inspection of members not being directors.

(ii) No member (not being a director) shall have any right of inspecting any account or book or document of the company except as conferred by law or authorized by the Board or by the company in general meeting.

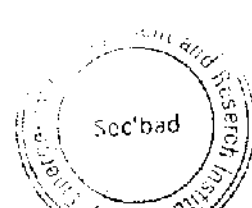
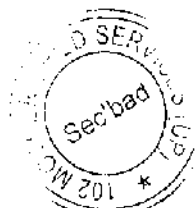
Winding up

87. Subject to the provisions of Chapter XX of the Act and rules made there under—

(i) If the company shall be wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Act, divide amongst the members, in specie or kind, the whole or any part of the assets of the company, whether they shall consist of property of the same kind or not.

(ii) For the purpose aforesaid, the liquidator may set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

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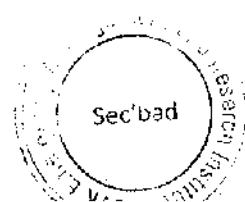
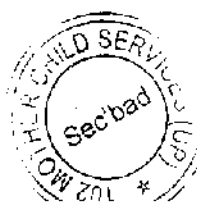
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(iii) The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories if he considers necessary, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

Indemnity

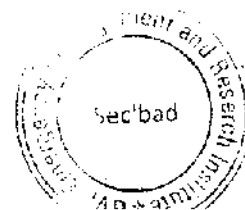
88. Every officer of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in which relief is granted to him by the court or the Tribunal.

पञ्जाब प्रान्त (उत्तर)
प्रशासिक
परिवार कल्याण, उपाय
दाखल

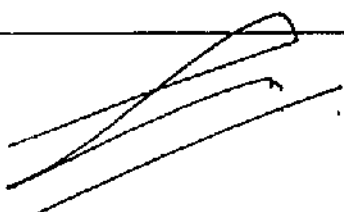
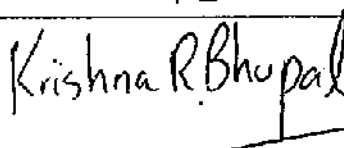


Subscriber Details			
S. No	Names, descriptions, occupations and addresses of subscribers with their signatures	Place	Name, address, description, occupation and Signature of the Witness
1.	<i>S. V. K.</i> ONK EMERGENCY MANAGEMENT RESEARCH INSTITUTE (SOCIETY) REPRESENTED BY DR. G. V. KRISHNA REDDY S/O G. SUBBARAM REDDY G-3-250, ROAD #1 BANJARA HILLS HYDERABAD - 500034, T.6 OCCUPATION: BUSINESS	HYDERABAD.	
2.	<i>S. V. K.</i> DR. G. V. KRISHNA REDDY S/O G. SUBBARAM REDDY G-3-250, ROAD #1 BANJARA HILLS HYDERABAD - 500034 TELANGANA OCCUPATION: BUSINESS	HYDERABAD.	T. Ravi Prakash S/O T. Ravi Kumar Plot No. 201, Pruthi Apartments, Chilkalgadda, Hyderabad - 500020 Occupation: Service Member. W. No. ACJ 9730 <i>T. R. K.</i>

(Signature)
 (डि० भा० गु०)
 महाविदेशक
 परिवार कल्याण, उ००१०
 का० न०



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Subscriber Details			
S. No	Names, descriptions, occupations and addresses of subscribers with their signatures	Place	Name, address, description, occupation and Signature of the Witness
3.	 MR. G.V. SANJAY REDDY S/O. DR. G.V. KRISHNA REDDY 6-3-250/4, ROAD # 1 BANJARA HILLS HYDERABAD - 500 034 TELANGANA DATE OF BIRTH: 18-11-1964 OCCUPATION: BUSINESS	HYDERABAD	T. Ravis Prakash S/o. T. Pinn Kumar Flat no. 201, Pruthi Apartment, Chikkankot, Hyderabad - 500 020. Occupation: Service. Membership No. AL 9730 
4.	 Mr. Krishna Ram Bhupal S/o. Somasundar Bhupal 6-3-250/1; Road No 1 Banjara Hills, Hydrabad. 500034 Telangana Date of Birth: 16-03-1963 Occupation: Business	HYDERABAD	

Place: Hyderabad

Date: 12-03-2019

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परिवार कल्याण, उ०००
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GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that 102 MOTHER CHILD SERVICES (UP) is incorporated on this Thirteenth day of March Two thousand nineteen under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U85300TG2019NPL131234.

The Permanent Account Number (PAN) of the company is AABCZ3411G

The Tax Deduction and Collection Account Number (TAN) of the company is HYDM19000C

Given under my hand at Manesar this Thirteenth day of March Two thousand nineteen .



Digital Signature Certificate
SATYA PARKASH KUMAR

For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

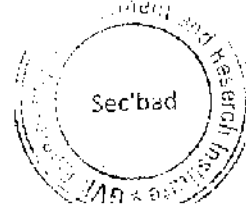
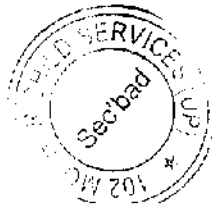
102 MOTHER CHILD SERVICES (UP)

Survey No: 670 & 671, EMRI, Devar Yamzal, Medchal Road,
SECUNDERABAD, Rangareddi, Telangana, India, 500078



* as issued by the Income Tax Department

102 MOTHER CHILD SERVICES (UP)
Survey No: 670 & 671, EMRI, Devar Yamzal, Medchal Road,
SECUNDERABAD, Rangareddi, Telangana, India, 500078



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102 MOTHER CHILD SERVICES (UP)
(CIN - U85300TG2019NPL131234)

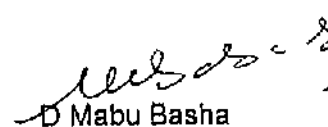
EXTRACT OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/S 102 MOTHER CHILD SERVICES (UP) HELD ON WEDNESDAY, THE 13TH DAY OF MARCH, 2019 AT 2.30 P.M. AT CORPORATE OFFICE, 156-159, PAIGAH HOUSE, S P ROAD, SECUNDERABAD – 500 003

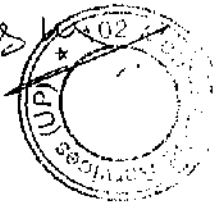
Authorisation to enter into Management Agreement

"RESOLVED THAT the consent of the board be and is hereby accorded to the company to enter into a Management Agreement with the Government of Uttar Pradesh for Operations of 102 National Ambulance Service in terms of RFP issued in this regard.

FURTHER RESOLVED THAT Mr K. Krishnam Raju, Authorised Signatory be and is hereby authorized to sign, execute and enter into the said agreement on behalf of the Company including signing of such of the amendments, modifications and all such other documents, papers etc and to furnish and provide necessary information required in this regard and also to do all such acts, deeds and things as may be required to give effect to this resolution".

//Certified Copy//
For 102 Mother Child Services (UP)


D Mabu Basha
Authorised Signatory




1570 नमो (उप)
महानिदेशक
परिवार कल्याण, डायो
कराच

Regd. Office: Survey No: 670 & 671, EMRI, Devar Yamzal, Medchal Road,
Secunderabad-500078, Telangana, India, Phone: 23462222 / 2600



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EXTRACT OF THE RESOLUTION PASSED IN THE SIXTY SECOND MEETING OF THE GOVERNING BOARD OF GVK EMERGENCY MANAGEMENT AND REASARCH INSTITUTE (GVK EMRI) HELD ON FRIDAY, THE 1ST DAY OF FEBRUARY, 2019 AT 4.00 P.M. AT "BOARD ROOM", HOTEL TAJ KRISHNA, ROAD NO.1, BANJARA HILLS, HYDERABAD - 500 034

"RESOLVED THAT the Consent of the Governing Board be and is hereby accorded to the GVK Emergency Management and Research Institute (Society) to enter into a Management agreement with the Government of Uttar Pradesh along with 102 Mother Child Services (UP), an SPV incorporated for operation of 102 National Ambulance Services in that State, in terms of RFP issued in this regard."

FURTHER RESOLVED THAT Mr Subodh Satyawadi, President, Be and is hereby authorized to sign, execute and enter into the said Agreement on behalf of the Society including signing of such of the amendments, modifications and all such other documents, papers etc and to furnish and provide necessary information required in this regard and generally to do all such acts, deeds and things as may be required to give effect to the said resolution"

//Certified Copy//
For GVK Emergency Management and Research Institute


T Ravi Prakash
Authorised Signatory

GVK Emergency Management and Research Institute
Devar Yamzal, Medchal Road, Secunderabad - 500 078.
Telangana, India.

T +91 2346 2222 / 2600 F +91 40 2346 2178
www.emri.in


महोदय
परिवार कल्याण, ७००
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Other Relevant Documents

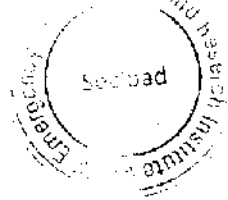
Authority

(सचिव, नगर निगम)
मानविकीय
परिवार कल्याण, उ०प्र०
लखनऊ

Service Provider



Selected Bidder





Dr. RAKESH KUMAR, I.A.S.
JOINT SECRETARY
Telefax : 23061723
E-mail : rkumar92@hotmail.com



सत्यमेव जयते

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माह 21/1/13

भारत सरकार
स्वास्थ्य एवं परिवार कल्याण मंत्रालय
निर्माण भवन, नई दिल्ली - 110108
Government of India
Ministry of Health & Family Welfare
Nirman Bhavan, New Delhi - 110108

D.O. No: M.12015/158/2012-MCH
Dated: 9th January, 2013

Dear Sir,

Subject: Positioning the referral transport system supported by Government of India under NRHM as a national initiative - National Ambulance Service (NAS).

The National Rural Health Mission (NRHM) launched in 2005 is aimed at improving health service delivery and accessibility across the country, particularly for poorer and marginalised socio-economic groups. Launch of JSY has promoted the demand for the institutional delivery but its accessibility through assured referral transport is being ensured under JSSK.

With the fund support of NRHM, States have introduced various models of referral transport services in the country e.g. Mahatari express in Chhattisgarh, Janani Express in Odisha/MP, Samajvadi Seva in UP, Haryana Swasthya Vahan Sewa in Haryana, EMRI models in different States like Andhra Pradesh & Uttarakhand, Mamta Vahan in Jharkhand etc. However various reviews under JSSK have indicated that information about assured and free referral at the grass-root level, particularly in rural areas is not adequate and therefore resulting in poor access and utilisation of the referral vehicle. This may be due to several factors like lack of uniformity in terms of a single call number, type of vehicles, color coding, design of vehicle, and inadequate IEC etc.

Hence it is important that we standardize the display on the patient transport vehicle/ambulances funded under NRHM. With our vision to ensure universal access to ambulance in every nook and corner of the country, having a response time of about half hour, it necessitates to give it a common name in the form of "National Ambulance Service" which is simple, apt and understandable across the country without any barrier to the language. Uniformity in terms of name, design, colour and some key conditionalities have been worked out and are placed as Annexure-I. The prototypes of the right side, left side, rear, front and top of vehicle of the National Ambulance Service (NAS) model are also enclosed as Annexure-II.

You are, therefore, requested to implement the uniform designing and colour coding of Referral Transport System for all the existing and future ambulances being fund supported by Govt. of India under National Rural Health Mission.

Yours sincerely

RKC

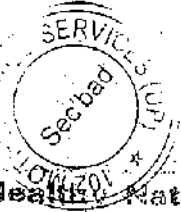
(Dr Rakesh Kumar)

GM (EMTS)

Sanjay Agrawal

16/1/13

Sanjay Agrawal,
Principal Secretary (Health & FW),
Department of Health,
Government of Uttar Pradesh,
Lucknow.



Healthy Village, Healthy Nation

(जोड़नी बुझाई)

परिवार कल्याण, जागरूकता ही बचाव है
Talking about AIDS is taking care of each other



Annexure-I

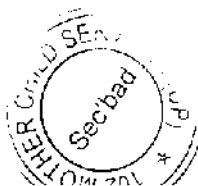
Uniform name, design and key conditionalities for implementation.

I. Name of the ambulance service under NRHM: National Ambulance Service (NAS)

II. Design of National Ambulance Service (NAS)

- A. Color:** The background color of the vehicle should be white.
- B. Emblems and Markings:** All items in this section shall be of reflective quality.
1. There shall be a continuous light green (spring green) stripe, encircling the entire ambulance:
 - a) **On the upper portion of all the sides including front and rear:** Of not less than 8 cm.
 - b) **On the lower portion of the vehicle on both the sides :-** Of not less than 15 cm on patient compartment on right and left which should taper down to not less than 8 cms on the drivers and attendants door.
 - c) **On the lower portion of the vehicle in front:** Of not less 8 cms in continuation with the tapering stripe of both the doors of driver and attendant.
 - d) **On the lower portion of the vehicle on the rear side:** Of not less than 15 cm in continuation with the color on the both sides of the ambulance.
 2. Emblems and markings shall be of the type, size and location as follows:
 - a. **Front:** Should have Logo of NRHM, above the word "AMBULANCE", (reverse reading - in red color) minimum of 10 cm in height, shall be in mirror image for mirror identification by drivers ahead.
 - b. **Side:-**
 - **Right side:** Of the patient compartment (drivers side) shall have :
 - "National Ambulance Service (NAS)" in red color and not less than 15 cm in height, just below the green stripe.
 - Logo of NRHM of not less than 25 cm in height in the centre just below "National Ambulance Service (NAS)"
 - Design of phone receiver in blue color, and "102/108 (Toll free)"- in red color, of not less than 10 cm in height just below the NRHM logo.

(सि. प्र. वि. पु. वि.)
प्रतिनिधित्वक
परिवार कल्याण, उमराठ



- "A joint Initiative of MOHFW, Govt of India and State of....." (in blue color), , of not less than 8 cm in height shall be written at the bottom, just below the toll free number and above the green stripe.

• **Left Side:** Of the patient compartment shall have :

- To be in Regional language/ Hindi, as applicable.
- "National Ambulance Service (NAS)" in red color and not less than 15 cm in height, just below the green stripe.
- Logo of NRHM of not less than 25 cm in height in the centre just below "National Ambulance Service (NAS)" and on the left side of entitlements box.
- Design of phone receiver in blue color, and "102/108 (Toll free)"- in red color, of not less than 10 cm in height just below the NRHM logo and above the green stripe.
- Entitlements in a box on the right corner: The word "Entitlements" in blue color and of not less than 10 cm in height, and then readable font (from a distance of 3 meters) of all the entitlements in black color.

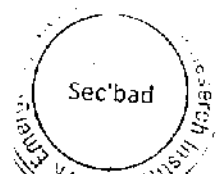
C. Rear: Of ambulance shall have:

- "National Ambulance Service (NAS)" in red color, just below the rear wind shield.
- The word "Entitlements" in blue color, and then readable font (from a distance of 3 meters) of all the entitlements in black color.
- Logo of NRHM just below the entitlements and on the left side of the toll free number and above the green stripe.
- Design of phone receiver in blue color, and "102/108 (Toll free)"- in red color, on the right side of NRHM logo and above the green stripe.
- The height of logo and other written materials has not been specified since this can vary because of the size of rear wind shield. However it should synchronize with other sides.

d. Top: A sign of capital "H" denoting Hospital in red colour.

The size of the emblems, markings and other specifications can vary according to the size/type of vehicle. However there should be synchronisation between all the sides.

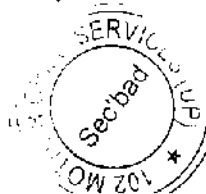
(३०० नमो दुर्गा)
महानिदेशक
परिवार कल्याण, उ०प्र०
संस्कृत



III. Key Conditionalities for assuring Free Assured Referral under National Ambulance Service (NAS)

- Referral Transport to be linked with a centralized 24x7 call centre having universal toll free number either district-wise or state-wise as per the situation.
- Preferably the toll free number should be only one either 102 or 108 or interlinked with each other.
- If numbers are separate then basic patient transport should be 102 and advanced can be 108.
- Vehicles to be GPS fitted for equitable geographical distribution and effective network and utilization.
- A prudent mix of basic level ambulances and emergency response vehicles to be established with focus on adequate coverage by Basic level ambulances
- Free referral transport to be ensured for all pregnant women and sick neonates accessing public health facilities which are inclusive of home to facility, inter-facility and drop back.
- Cash reimbursement for referral transport is not permissible under JSSK and instead Govt should place assured referral transport services.
- Primary referral to the tertiary centers should not be permitted unless type of complication justifies care at the tertiary centre.
- Response time for the ambulance to reach the beneficiary should be within 30 minutes of the call and the beneficiary should reach the health facility within the next 30 minutes.
- Rigorous and regular monitoring for optimal and rational use of vehicles to be done. The service provision data for each vehicle needs to be maintained and put up on NRHM website and on public domain on a monthly basis.
- Universal access to referral transport throughout the State, including transport to difficult and hard to reach areas, to be ensured.
- While transferring the patient the ambulance attendant needs to give advance information about the patient being transferred, so that the health facility is in readiness to receive the patient.
- If the patient is being transferred from one health facility to another, carrying referral slip is essential and should be referred by name to an appropriate facility.


 (१०० नमो तुम्हें)
 प्रधानाचार्य
 पश्चिम बंगाल, उ०१०



✓



- For life saving equipments in the vehicle, AMC for 3-5 years is mandatory.
- It is mandatory that the ambulance service should not depict/project photograph of any individual neither logo/emblem of political parties. It should only carry the logo of NRHM.
- Even if the services are being run in PPP mode no logo/words/lines/emblem except that of NRHM is permissible.
- The ambulance should not carry any advertisements except one or two very important IEC on critical health issues.
- All charitable ambulances or any ambulance funded through any other sources will have same color coding and design; however the name and emblem of funding source can be indicated, if not supported through GOI.
- All existing ambulances and future sanctions of the ambulances will have same color coding and design and there may be a need for repainting and design for those existing ambulances supported by GOI.
- Visible launch of this service needs to be undertaken in partnership with GOI for larger public awareness and IEC.

(डॉ० मनीषा मुखर्जी)
सहनिदेशक
परिवार कल्याण, उ०प्र०
लखनऊ



102

Right Side

National Ambulance Service (NAS)



 : 102/108 (Toll Free)

"(as applicable)"

A joint Initiative of MOHFW, Govt of India and State of.....

(सं० नर्सिंग विभाग)
सहायक
परिवार कल्याण, सं० प्र०
नगरपालिका

Left Side (To be in Regional language/ Hindi, as applicable)

National Ambulance Service (NAS)



 : 102/108 (Toll Free)

"(as applicable)"

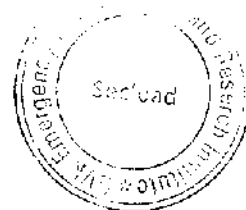
Entitlements

- Free for pregnant women and sick newborns
- "Add others entitlements"

102 नॉन दुर्घा)
पारिवार कल्याण, 2000
नमस्कार



W



102

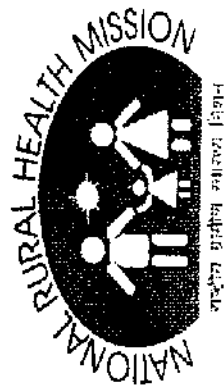
290

Rear Side

National Ambulance Service (NAS)

Entitlements

- Free for pregnant women and sick newborns
- "Add others entitlements"



: 102/108 (Toll Free)

(as applicable)

291



10 नवंबर 2014
प्रधान निदेशक
राष्ट्रीय स्वास्थ्य मिशन,
नई दिल्ली

102

Front



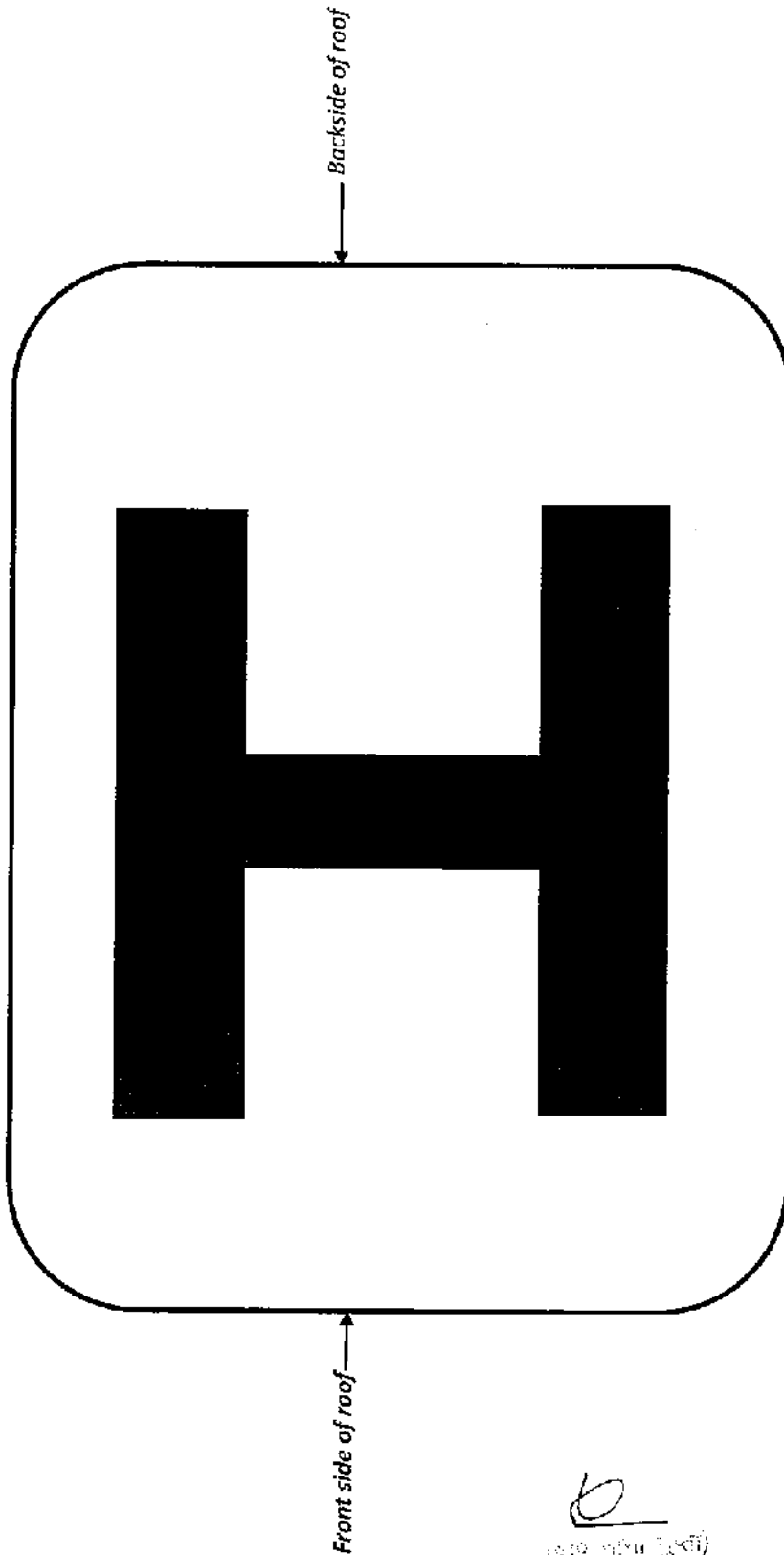
AMBULANCE

परिवार कल्याण, उ०प्र०
लखनऊ

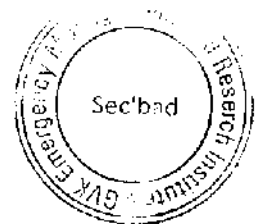
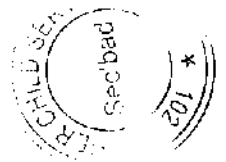


293

TOP



७
(२००० साल) पुस्तक
परिवार कल्याण, उ०प्र०
लखनऊ



१५५

Handwritten signature

294

BG NO: 03815-BGA 19000017

THE BANK GUARANTEE

01 MAR 2019

1. In consideration of the Department of Medical, Health & Family Welfare, Uttar Pradesh (hereinafter called GoUP, which expression shall include any entity which GoUP may designate for the purpose) having agreed, inter alia, to consider the bid of **102 Mother Child Services(UP)** of **GVK Emergency Management and Research Institute** (hereinafter referred to the "Service Provider" which expression shall include their respective successors) furnished in accordance with the terms of the Request for Proposal/s (hereinafter called the "Agreement") in lieu of the Service Provider being required to make a cash deposit, we Central Bank of India having our Head Office at Chandermukhi, Nariman point, Mumbai-400021 and Issuing branch at Corporate Finance Branch, Bank street, Koti, Hyderabad -500095, hereinafter called the "Bank" which expression shall include our successors and assigns, as to bind ourselves our successors and assigns do at the instance of the Service Provider hereby unconditionally and irrevocably undertake to pay as primary obligor and not as surety only to GoUP without protest or demand and without any proof or condition the sum of Rs. 18,30,97,746 (Eighteen Crore Thirty Lakhs Ninety-Seven Thousand Seven Hundred Forty-Six Only).
2. We, the Bank, do hereby unconditionally and irrevocably undertake to pay forthwith (and in any event within five days) the amounts due and payable under this Guarantee without any delay or demur merely on a written demand from GoUP stating that the amount claimed is due by reason of the occurrence of any of the events referred to in the Agreement. Any such demand made on the Bank by GoUP shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, the Bank's liability under this Guarantee shall be restricted to an amount not exceeding Rs. 18,30,97,746 (Eighteen Crore Thirty Lakhs Ninety-Seven Thousand Seven Hundred Forty-Six Only).
3. We, the Bank unconditionally undertake to pay to GoUP any money so demanded under this Guarantee notwithstanding any dispute or disputes raised by the Service Provider or any other party including in any suit or proceeding pending before any court or tribunal relating thereto or any instructions or purported instructions by the Service Provider or any other party to the Bank not to pay or for any cause to withhold or defer payment to GoUP under this Guarantee. The Bank's liability under this Guarantee is irrevocable, unconditional, absolute and unequivocal. The payment so made by the Bank under this Guarantee shall be a valid discharge of the bank's liability for payment hereunder and the Service Provider shall have no claim against the Bank for making such payment.
4. We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect up to and until 2.30 pm on the date which falls 6 months beyond the Expiry of the Agreement i.e. 30th November, 2024 (Hereinafter called "the End Date"). Unless a demand or claim under this Guarantee is made on the Bank by GoUP in writing on or before the said End Date the Bank shall be discharged from all liability under this Guarantee thereafter.

एन सी सी बैंक ऑफ इंडिया
FOR CENTRAL BANK OF INDIA

अधिकृत हस्ताक्षर
Authorised Signatories

प. ० (सी. मु.)
परिवार कल्याण, उ.प्र.
लखनऊ

एन सी सी बैंक ऑफ इंडिया
CENTRAL BANK OF INDIA

अधिकृत हस्ताक्षर
Authorised Signatories
102 MOTHER CHILD SERVICES (UP)
Sec'bad

GVK Emergency Management and Research Institute
Sec'd

295

BGN NO : 03815 BGA 19000017

01 MAR 2019

5. We, the Bank further agree with GoUP that GoUP shall have the fullest liberty without the Bank's consent and without affecting in any manner the Bank's obligation hereunder to vary any of the terms and conditions of the Agreement or to extend or postpone the time of performance by the Service Provider or any other party from time to time or postpone for any time or from time to time any of the powers exercisable by GoUP against the Service Provider or any of them and to enforce or to forbear from enforcing any of the terms and conditions relating to the Agreement and the Bank shall not be relieved from its liability by reason or any forbearance act or omission on the part of GoUP, or any indulgence given by GoUP to the Service Provider or any other party or by any such matter or thing whatsoever which under the law relating to securities would, but for this provision, have the effect of so relieving the Bank.
6. To give full effect to the obligations herein contained, GoUP shall be entitled to act against the Bank as primary obligor in respect of all claims subject of this Guarantee and it shall not be necessary for GoUP to proceed against the Service Provider or any other party before proceeding against the Bank under this Guarantee and the Guarantee herein contained shall be enforceable against the Bank as principal obligor.
7. This Guarantee will not be discharged or affected in any way by the liquidation or winding up or dissolution or change of constitution or insolvency of any Individual member of the Service Provider or any other party or any change in the legal constitution or insolvency of the Service Provider or any other party or any change in the legal constitution of the Bank.
8. We, the bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of GoUP in writing.

Notwithstanding anything contained herein.

1. Our liability under the Bank Guarantee shall not exceed Rs. 18,30,97,746 (Eighteen Crore Thirty Lakhs Ninety-Seven Thousand Seven Hundred Forty-Six Only)
2. The Bank Guarantee shall be valid upto 30th November, 2024
3. Unless acclaimed or a demand in writing is made upon us on or before 30th November, 2024, all our liability under this guarantee shall cease.

Place : HYDERABAD

Date: 01 MAR 2019

बुले सेन्ट्रल बैंक ऑफ इंडिया
FOR CENTRAL BANK OF INDIA

प्रमाणित हस्ताक्षर
Authorised Signatories

बुले सेन्ट्रल बैंक ऑफ इंडिया
FOR CENTRAL BANK OF INDIA

प्रमाणित हस्ताक्षर
Authorised Signatories

(२०० नंवा गुप्त)
परिवार कल्याण, उ०प्र०
लखनऊ



296
S.Y. 6/98, R NO 148
RISATA ABDULLA J W PEARL
HYDRAHAD 195
PHONE NO. 24615411
AP 73/GSO/ML(PB)/18 2005

INDIA

R.0000500 PEN 436

The Director General, Family Welfare,
Uttar Pradesh, Lucknow.

SUB: Amendment to Bank Guarantee No .03815BGA19000017, dated 1st March'2019 for Rs.18,30,97,746/-(Eighteen Crore Thirty lakhs Ninty-seven thousand Seven hundred Forty-Six only)Expiring on 30th November'2024 Issued in your favour on behalf of 102 Mother Child Services(UP) of GVK Emergency Management and Research Institute.

At the request of our client the Bank Guarantee stands amended as below:

As per the Bank Guarantee:

Adding point no: 9

The bank Guarantee is made in favour of Director General, Family Welfare, Uttar Pradesh en cashable at Lucknow at below mentioned branch:

Central Bank of India, Ashiana Branch, Ashluc, Ashiana Lucknow(UP), Lucknow-226012.

Notwithstanding anything contained herein.

1. Our liability under the Bank Guarantee shall not exceed Rs. 18,30,97,746 (Eighteen Crore Thirty Lakhs Ninety-Seven Thousand Seven Hundred Forty-Six Only)
2. The Bank Guarantee shall be valid upto 30th November, 2024
3. Unless acclaimed or a demand in writing is made upon us on or before 30th November, 2024, all our liability under this guarantee shall cease.

Place : Hyderabad
Date : 05/03/19 For CENTRAL BANK OF INDIA

आधिकृत हस्ताक्षर
Authorised Signatories

कृते सेन्ट्रल बैंक ऑफ इंडिया
For CENTRAL BANK OF INDIA

आधिकृत हस्ताक्षर
Authorised Signatories



(डॉ० सीता गुप्ता)
नियामक
परिवार कल्याण, उ०प्र०
लाखनऊ

