

①

**Director General, Family Welfare,
Department of Medical, Health & Family Welfare
Government of Uttar Pradesh**

**Operation and Management of 102 National Ambulance Services in
Uttar Pradesh**

AGREEMENT

between

Director General, Family Welfare, Uttar Pradesh

and

M/s 102 Mother Child Services (UP)

and

M/s GVK Emergency Management and Research
Institute

15th March 2019

[Handwritten Signature]

(डॉ० नीला गुप्ता)
अहानिदेशक
परिवार कल्याण, उ०प्र०
लखनऊ



Table of Contents

VOLUME I – AGREEMENT

ARTICLE 1: DEFINITIONS AND INTERPRETATION.....6

ARTICLE 2: REPRESENTATIONS AND WARRANTIES 13

ARTICLE 3: SCOPE OF THE PROJECT AND VARIATION OF WORK 18

ARTICLE 4: CONDITIONS PRECEDENTS 24

ARTICLE 5: TERM OF THE CONTRACT 26

ARTICLE 6: PERFORMANCE SECURITY 27

ARTICLE 7: OBLIGATION OF THE AUTHORITY 29

ARTICLE 8: OBLIGATIONS OF THE SERVICE PROVIDER 31

ARTICLE 9: MANPOWER 45

ARTICLE 10: MONTHLY CONTRACT FEE AND PAYMENT 46

ARTICLE 11: KEY PERFORMANCE INDICATORS AND DAMAGES 52

ARTICLE 12: MAINTENANCE SERVICES 53

ARTICLE 13: INSURANCE 56

ARTICLE 14: FORCE MAJEURE 58

ARTICLE 15: TERMINATION OF THE CONTRACT 63

ARTICLE 16: INDEMNITY AND LIMITATION OF LIABILITY 67

ARTICLE 17: DISPUTE RESOLUTION & GOVERNING LAW 70

ARTICLE 18: MISCELLANEOUS PROVISIONS 72

SCHEDULE 1 – SCOPE OF WORK 77

SCHEDULE 2 – PROJECT PHASING ACTIVITIES 92

SCHEDULE 3 – PERFORMANCE STANDARDS AND OPERATING PROTOCOLS 93

SCHEDULE 4 – REPORTING, MONITORING AND SUPERVISION 102

SCHEDULE 5 – KEY PERFORMANCE INDICATORS 107

SCHEDULE 6 – VEHICLE AND EQUIPMENT REQUIREMENTS 113

SCHEDULE 7: REPORTING FORMATS 116

SCHEDULE 8– FORMAT OF THE BANK GUARANTEE 130

SCHEDULE 9: STATION OF AMBULANCE 133

VOLUME II – ANNEXURE

RFP – Part I : Instruction to Bidders.....

Corrigendum issued by Authority.....

Financial Bid submitted by GVK Emergency Management and Research Institute.....


 Authority



Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

Letter of Award issued by Authority dated 21st February 2019.....

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

SPV documents submitted by GVK Emergency Management and Research Institute..

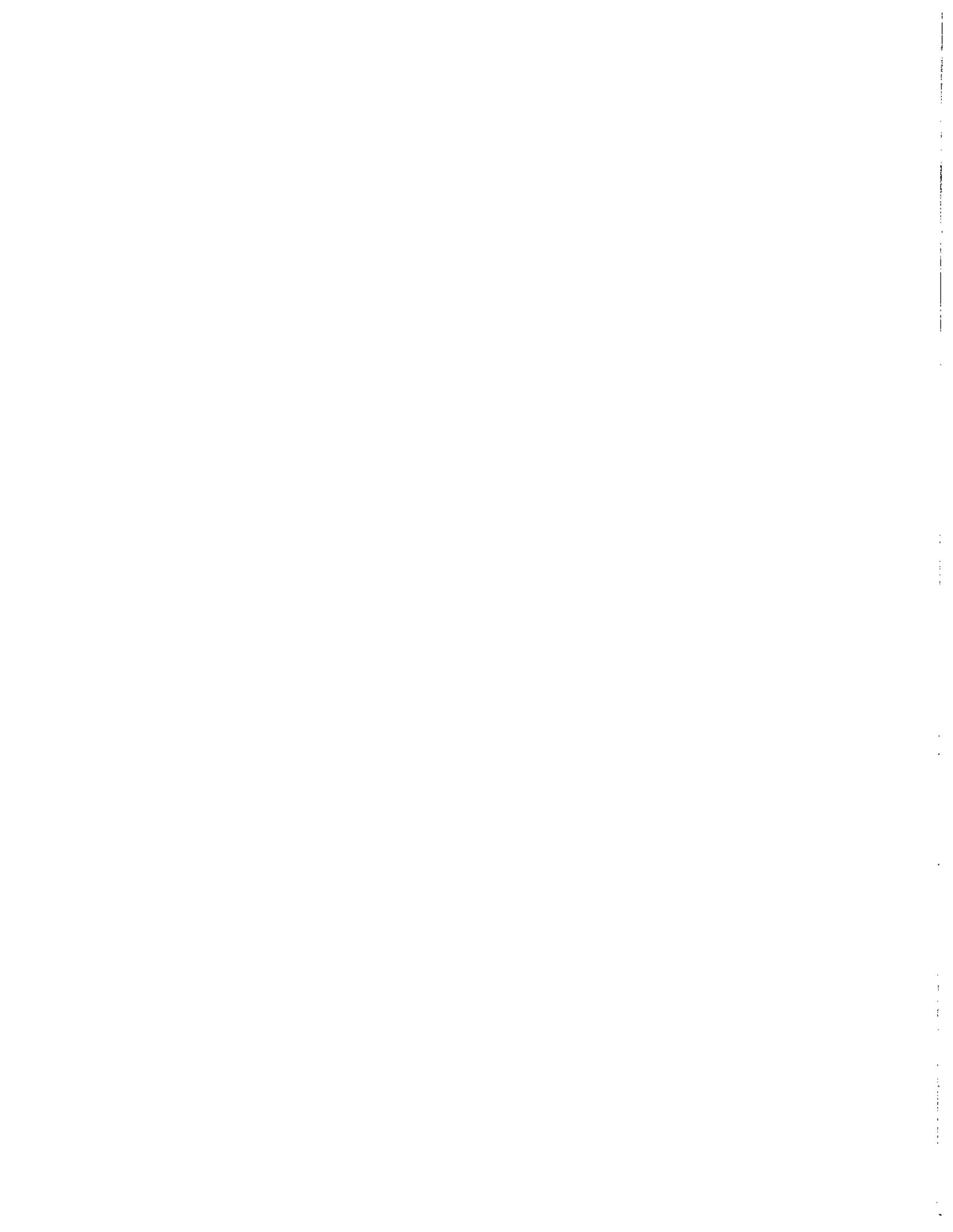
Other Relevant Documents.....


.....
(उत्तर प्रदेश सरकार)
अहानिदेशक
Authority
परिवार कल्याण, उ०प्र०
लखनऊ


.....
Service Provider



.....
Selected Bidder



उत्तर प्रदेश UTTAR PRADESH

ET 557629

THIS CONTRACT ("Contract") is entered into at Lucknow on this 15th day of March 2019 (the "Effective Date"),

Amongst:

1. Governor of Uttar Pradesh, acting through the **Director General, Family Welfare**, Department of Medical, Health & Family Welfare, Govt. of Uttar Pradesh (hereinafter referred to as the "**Authority**" which expression shall unless repugnant to the context or meaning thereof include its successors in office) of the First Part;

AND

2. **M/s 102 MOTHER CHILD SERVICES (UP)**, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at Survey No - 670 & 671, EMRI, Devar Yamzal, Medchal Road, Secunderabad - 500078, Telangana, India, (hereinafter referred to as the "**Service Provider**" which expression shall unless repugnant to the context or meaning thereof include its successors) of the Second Part;

AND

3. **M/s GVK Emergency Management and Research Institute**, a society registered under the provisions of the Andhra Pradesh Societies Registration Act, 2001 and having

Authority



Service Provider

Selected Bidder



Sec'bad

कम संख्या 2592
राम्या विक्रम की पत्नी 15/3/23
सं. 102 मातृ-शिशु सेवा केंद्र, लखनऊ
स्टाम्प कोर्ट, लखनऊ परा पक्ष



स्टाम्प कोर्ट, लखनऊ ~~मदत चार्ज्ड जस्टिस सेज~~

श्रीधर मिश्रा (स्टाम्प बिक्रेता)
साइडर्स नं० 130 साइडर्स की अवधि 31/3/2023
विश्वविद्यालय, लखनऊ

100 200
Kamal

(श्री० मीना गुप्ता)
कलनिदेशक
विश्वविद्यालय, लखनऊ



Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

its registered office at Paigah House, 156-159, Sardar Patel Road, Secunderabad - 500003 (hereinafter referred to as the "Selected Bidder" or "Confirming Party" which expression shall unless repugnant to the context or meaning thereof include its successors) of the Third Part.

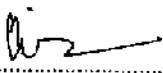
Authority, Service Provider and the Selected Bidder or Confirming Party are hereinafter referred to individually as "Party" and jointly as "Parties".

WHEREAS:

- A. The Authority is desirous of engaging the Service Provider to operate and manage the 102 National Ambulance Service in the State of Uttar Pradesh for the benefit of the general population.
- B. The Authority had accordingly invited proposals by its Request for Proposal No. 290/SPMU/EMTS/102 NAS/2018-19 dated 20.12.2018 (the "Request for Proposal" or "RFP") under a single-stage bid process from interested parties pursuant to which the Authority declared **M/s GVK Emergency Management and Research Institute** as the Selected Bidder and issued the Letter of Intent No. 290/SPMU/EMTS/102 NAS/2018-19 /2027 dated 21.02.2019 (hereinafter called the "LOA") to it.
- C. The Selected Bidder accepted the LOA and returned to the Authority a duplicate copy of the LOA duly signed by its Authorized representative in token of acceptance thereof.
- D. One of the requirements of the RFP was that the Selected Bidder shall incorporate a Special Purpose Vehicle (SPV) for execution of the Project and the Selected Bidder has since promoted and incorporated the Service Provider as a company under the Companies Act, 2013.
- E. By its letter dated 13.03.2019, the Service Provider has also joined in the said request of the Selected Bidder to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder including the obligation to enter into this Contract pursuant to the LOA. The Service Provider has further represented to the effect that it has been promoted by the Selected Bidder for the purposes hereof.
- F. The Authority has agreed to the said request of the Selected Bidder and the Service Provider, and has accordingly agreed to enter into this Contract with the Service Provider for execution of the Project on the terms and conditions set forth hereinafter, subject to the Selected Bidder also signing this Contract as the Confirming Party.
- G. The Service Provider has complied or has undertaken to comply with all the conditions contained in the RFP enabling the signing of this Contract.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Contract, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:


 Authority
 महानिरीक्षक
 एरिवाय कल्याण, संभल
 राज्य
 उत्तर प्रदेश


 Service Provider


5

 Selected Bidder


ARTICLE 1: DEFINITIONS AND INTERPRETATION

1.1 Definition

"Additional Obligation" shall have the meaning set forth in Clause 3.9;

"Affected Party" shall have the meaning set forth in Clause 14.1.1;

"Ambulance" means a fully equipped BLS Ambulance as the case may be in accordance with the provisions of this Contract and include all existing BLS Ambulance including Additional Ambulances and any other new ambulance procured by the Authority during the Contract Period of this Contract and all related infrastructure etc. in terms of this Contract unless otherwise specified;

"Ambulance Services" or "102 National Ambulance Services" means the ambulance services contemplated under the Scope of the Project to be undertaken by the Service Provider, as specified in Schedule 1 and this Contract;

"Applicable Laws" means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Contract and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Contract;

"Approvals" means any authorization, clearance, license, no-objection certificate, exemption, privilege, approval, registration, permit, waiver, acknowledgement, agreement, or concession required to be obtained from or provided by any Governmental Instrumentality relating to the development, execution, operations or to the performance by Service Provider of any obligations under this Contract;

"Authority" means the Director General, Family Welfare, Uttar Pradesh;

"Authority's Personnel" shall mean Authority's Representative and all other personnel which may include staff, labour and other employees of the Authority, and any other personnel assisting the Authority in the execution of the Project.

"Authority's Representative" shall have the meaning set forth in Clause 7.3;

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof, as in force from time to time

"Area of Operation" shall mean the entire State of Uttar Pradesh inclusive of 18 divisions/75 districts of the State and any new district(s) carved out of existing district(s);

"Bank Rate" means the means the floor rate of interest announced by the State Bank of India for all its lending operations;

"Bid" shall mean the bid submitted by the Selected Bidder pursuant to the RFP;

"Bid Security" means the security provided by the Service Provider to the Authority along with the Bid in a sum of Rs.4,00,00,000/- (Rupees Four Crores Only), in accordance with the Bid documents, and which is to remain in force until substituted by the Performance Security;

"BLS Ambulance" or "Basic Life Support Ambulance" means an ambulance which carries basic and essential equipment and supplies for optimal emergency care at the scene and the


.....
Authority
परिवार कल्याण, उत्तर प्रदेश


.....
Service Provider



.....
Selected Bidder


Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

ability to offer medical aid such as first aid, immobilization, oxygen therapy, and other equipment as described in greater detail in the Schedule 6;

"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. 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.

"Change in Law" shall have the meaning set forth in Clause 10.4.1;

"Codes and Standards" means the codes and standards as more fully detailed in the Schedule 3;

"Commencement Date" shall have the meaning set forth in Clause 3.4;

"Confidential Information" shall have the meaning set forth in Clause 18.1.1;

"Contract/ Agreement / Service Agreement " shall include this Contract; all Schedules hereto; the terms contained in the Request for Proposal as amended and clarified by Authority till the submission of the bid by the interested parties; the LOA dated 21.02.2019; the related agreements, inter-alia, including Performance Security, undertaking and other instruments furnished by the Service Provider and the memorandums signed between the Service Provider and Authority from time to time in terms of this Contract and other matters, manner and method for implementation of the Project;

"Centralized Call Centre" or "CCC" shall mean the centralized and integrated premises of call centre facility fully equipped in accordance with the Schedules 1 for receiving calls, through a 24 (twenty four) hour toll free number, from the general public for Ambulance Service and from which the dispatch of the Ambulances shall be controlled and in accordance with the terms and conditions of this Contract;

"Damages" shall mean the damages payable by either Party to the other of them, as set forth in this Contract, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty;

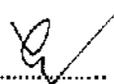
"Dispute" shall have the meaning set forth in Clause 17.1.1;

"Effective Date" means the date of execution of this Contract;

"Encumbrances" means, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Facilities;

"Equipment" shall mean all the hardware, technology and software for Ambulance Services to be used in the Project;

"Existing Operator" shall mean the service provider who is currently operating the 102 NAS in Uttar Pradesh as on the date of the publishing the RFP related to this Agreement.


.....
Authority
परिवार कल्याण, उत्तर प्रदेश
सचिवालय


.....
Service Provider


7

.....
Selected Bidder


"Existing Project Facilities" shall mean and include all assets including the 2270 existing Ambulances fitted with Medical Equipment, other equipment, accessories, the hardware and software at the existing CCC, IT equipment (hardware and software) procured for CCC, mobile application, databases and other materials used for the work and services under the previous 102 NAS Contract preceding this Contract;

"Feedback Call" shall have the meaning set forth in Clause 11 of Schedule 1.

"Force Majeure/Force Majeure Event" shall have the meaning set forth in Clause 14.1.1;

"Good Industry Practice" means the exercise of that degree of skill, diligence efficiency, reliability and prudence and those practices, methods, technical specifications and standards of equipment, safety, services and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used by a skilled and experienced Service Provider engaged in activities similar to the services required to be carried out under this Contract;

"Governmental Instrumentality" means the Government of India, Government of the state of Uttar Pradesh and any ministry, department, board, authority, agency, corporation, commission under the direct or indirect control of Government of India or any of the above state Government(s) or both, any political sub-division of any of them including any court or Appropriate Commission(s) or tribunal or judicial or quasi-judicial body of India;

"G.O." stands deleted.

"IRDA Rules" shall mean Regulatory guidelines issued by Insurance Regulatory & Development Authority of India;

"INR" means the Indian Rupees;

"Indian Standard Time" means the time observed throughout India;

"Intellectual Property Right" shall mean all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semiconductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

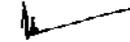
"Key Performance Indicator/KPI" shall mean the key performance indicators stated in Article 11 and Schedule 5.

"LOA" means the Letter of Award dated 21.02.2019 issued to the Service Provider to establish the Project;

"Manpower" shall mean any or all employees, personnel, staff of the Service Provider whether sourced from outside or on the payroll of the Service Provider;

"Maintenance Manual" shall have the meaning set forth in Clause 12.3;


Authority
परिचय कक्षा, 3000
एनएच


Service Provider



Selected Bidder


Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

"Maintenance Services" means all things or tasks which the Service Provider is, or may be, required to do to for the regular maintenance and upkeep including but not limited to of the Ambulances, CCC etc.;

"Medical Consumables" means consumables for Ambulances listed in Schedule 6;

"Medical Equipment" means equipment for Ambulances listed in Schedule 6;

"Monthly Contract Fee" means the consideration to be payable to the Service Provider for execution of the Project in accordance with this Contract and as mentioned in Article 10 of the Contract;

"Monitoring Application" shall have the meaning ascribed to it in Clause 3.2.1 (j);

"Patient Data Records" means data of all patients availing the Ambulance Services;

"Payment Due Date" shall have the meaning set forth in Clause 10.2.14;

"Performance Security" shall have the meaning set forth in Clause 6.1;

"Project" means fabrication and maintenance of Ambulances and operation of Ambulance Services and Maintenance Services including operation and maintenance of the Medical Equipment in the Ambulance, Medical Consumables, deploying adequate Manpower and any other activities required to carry out the scope of services as per terms of this Contract to meet the objectives of the Authority;

"Project Facilities" shall mean and include all assets for the Project including the Ambulances, installed Medical Equipment in Ambulances, Medical Consumables, CCC Equipment and software including the GPS tracking application, the CCC software and the fleet management application, mobile application, GIS, AVL, voice logger system, computer aided dispatch and mobile communication system, online/web based verification, Monitoring Application, data generated in the Project and any and other equipment and software, system etc. for part of the Ambulance and/or the Project;

"Punch List" shall have the meaning ascribed to it in Clause 4.1.3 d)

"Rs." or "Rupees" means Indian Rupees, the lawful currency of India;

"Satisfactory Performance" shall have the meaning ascribed to it in Clause 5.2 (i)

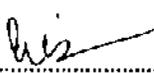
"Service Provider" or "SPV" shall mean a company incorporated under the Companies Act, 1956/2013 to execute this Contract and undertake the Project and includes its respective legal successors and assigns;

"Service Provider's Personnel" means the Service Provider's Representative and all other personnel whom the Service Provider utilizes, who may include staff, labour and other employees of the Service Provider and each Sub-Service Provider, and any other personnel assisting the Service Provider in the execution of the entire Project;

"Staff Training documents" means documents related to training of staff and personnel;

"State" shall mean the State of Uttar Pradesh;


.....
Authority
Uttar Pradesh
Government


.....
Service Provider



.....
Selected Bidder


"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;

"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.

"Specifications" means the technical specifications set out in Schedule 6;

"Sub-Service Provider" means any person named in the Contract as a sub Service Provider, or any person appointed as a sub Service Provider, for a part of the works, and its legal successors and assigns;

"Contract Period/Term" shall have the meaning ascribed to it under Article 5 and shall include Extended Contract Period, if any;

"Toll Free Number" shall mean Specialized Assistance Cell no. i.e. 102;

"Trip" shall have the meaning ascribed to it in Schedule 1, Clause 1.8 (b).

"Variation" shall have the meaning ascribed to it in Clause 3.8.1

"Variation Notice" shall have the meaning ascribed to it in Clause 3.8.2 a)

"Variation Order" shall have the meaning ascribed to it in Clause 3.8.2 d)

1.2 Interpretation

1.2.1 Reference to the singular shall include reference to the plural and vice-versa and a reference to any gender shall include a reference to the other genders, except where the context otherwise requires.

1.2.2 The headings in this Contract are included for ease of reference, and shall not affect the meaning or the interpretation of this Contract.

1.2.3 The Schedules to this Contract form an integral part of this Contract and will be of full force and effect. The provisions of this Contract and the Schedules hereto shall be interpreted harmoniously.

1.2.4 The preamble and the recitals shall form an integral part of this Contract and shall be interpreted harmoniously.

1.2.5 Unless the context otherwise requires, a reference to any clause, recital, schedule shall be to a Clause, Recital, Schedule of this Contract respectively, except where the context otherwise requires.

1.2.6 Reference to any law or regulation having force of law includes a reference to that law or regulation, as amended, modified, supplemented, extended or re-enacted from time to time.

1.2.7 Reference to time shall, except where the context otherwise requires, be construed as a reference to Indian Standard Time. Any reference to calendar shall be construed as reference to the Gregorian calendar.


.....
Authority
पुस्तक विकास केंद्र
गुरुदास


.....
Service Provider



.....
Selected Bidder


- 1.2.8 The words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases.
- 1.2.9 Unless the context otherwise requires, any period of time referred to shall be deemed to expire at the end of the last date of such period.
- 1.2.10 In case of any discrepancy between words and figures, the words shall prevail over the figures.
- 1.2.11 Whenever provision is made for the giving of notice, approval or consent by any Person, unless otherwise specified, such notice, approval or consent shall be in writing and the words "notify" and "approve" shall be construed accordingly.
- 1.2.12 Provisions including the word "agree", "agreed", "agreement" require the agreement to be recorded in writing.
- 1.2.13 The terms "written" or "in writing" mean hand-written, type-written, printed or electronically made, and resulting in a permanent record.
- 1.2.14 Any reference to a document is to that document as amended, varied or novated from time to time otherwise than in breach of this Contract or that document.

1.3 Communications

Wherever this Contract provides for the giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be:

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in Clause 18.3(Notices); and
- (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract. However:
- (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
- (ii) if the recipient has not stated otherwise when requesting an approval or consent, communications may be sent to the address from which the request was issued.

1.4 Language

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.

1.5 Priority of agreements and errors/discrepancies

This Contract, and all other agreements and documents forming part of this Contract are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Contract, the priority of this Contract and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:



Authority
परिवार कल्याण, उ०प्र०
राजमंडल



Service Provider
Sec'bad


11



Selected Bidder
Sec'bad


- (a) This Contract read with Schedules;
- (b) Letter of Intent;
- (c) Request for Proposal; and
- (d) all other agreements and documents executed by and between the Parties for the Project

In-case of any discrepancy or conflict between the provisions of the above documents, the provisions of the documents mentioned prior in the above order shall prevail over the provisions of the documents mentioned subsequently in the above order.

1.6 Joint and Several Liability

If the Service Provider constitutes (under Applicable Laws) is a joint venture or consortium, then regardless of the appointment of Lead Member, and Consortium acting through it, the consortium members shall have the following obligations:

- (a) these persons shall be deemed to be jointly and severally liable to the Authority for the performance of the Contract;
- (b) these persons shall notify the Authority of their leader who shall have authority to bind the Service Provider and each of these persons; and
- (c) the Service Provider shall not alter its composition or legal status without the prior consent of the Authority.


 Authority
 परिदार कल्याण, उपाय
 सचिव


 Service Provider



 Selected Bidder


ARTICLE 2: REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Service Provider

The Service Provider hereby represents and warrants to the other Party as follows:

2.1.1 Due Organisation

It is a company duly organised, validly existing and in good standing under the Applicable Laws of the jurisdiction where it is incorporated and has all requisite power and authority to own and operate its business and properties and to carry on its business as such business is now being conducted and is duly qualified to do business in India and in any other jurisdiction in which its performance of the Contract makes such qualification necessary.

2.1.2 Due Authorization; Binding Obligation

It has full power and authority to execute and deliver the Contract and to perform its obligations hereunder and to carry out the transactions contemplated hereby, and the execution, delivery and performance of the Contract by it have been duly authorized by all necessary action on its part. This Contract has been duly executed and delivered by it and is such Party's legal, valid and binding obligation enforceable in accordance with its terms.

It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Contract.

2.1.3 No Insolvency

It is not in liquidation or subject to an administration order and no administrator, administrative receiver or receiver has been appointed over the whole or a substantial part of its property, assets or undertaking, and no equivalent or analogous event has occurred.

2.1.4 Non-Contravention

The execution, delivery and performance of the Contract by it and the consummation of the transactions contemplated hereby do not and will not contravene the certificate of incorporation, constitutional documents, or by-laws of such Party, and do not and will not conflict with or result in a breach of or default under any indenture, mortgage, lease, agreement, instrument, judgment, decree, order or ruling to which such Party is a party or by which it or any of its properties is bound or affected.

2.1.5 Commercial Interest

The entry into and performance of the Contract by it is in its commercial interest and to its corporate benefit and it has assessed and satisfied itself as to the existence of such corporate benefit.

2.1.6 Regulatory Approvals

All governmental or other authorisations, Approvals, orders or consents required (if any) in connection with the execution, delivery and performance of the Contract by the


.....
Authority
परिवार कल्याण, संतो
लखनऊ


.....
Service Provider



.....
Selected Bidder


respective Party have been obtained (or will be obtained in a timely manner) to allow Ambulance Services during the Contract Period of this Contract.

2.1.7 Compliance with Applicable Laws

It has not contravened any Applicable Laws on the Effective Date, which contravention would have an adverse effect on the Project or any license, registration, permission, consent or approval held by it in relation to the Project. Further, it has not violated any Intellectual Property Right related laws, rules and regulations, nor does any infringement of any Intellectual Property Rights of any third party exists.


.....
Authority
परिहार कल्याण, ४०१०
राजस्थान


.....
Service Provider



.....
Selected Bidder


Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

- 2.1.8 All the information furnished in the Bid is, and shall be, true and correct as on the Effective Date and the balance sheet and profit and loss account of the Service Provider for its every accounting years after the Effective Date furnished to the Authority shall give true and fair view of the affairs of the Service Provider.
- 2.1.9 The execution, delivery and performance of this Contract will not conflict with, result in the breach of, constitute a default under or any covenant, agreement, understanding, decree or order to which, it is a Party or by which it or any of its properties or assets is bound or affected.
- 2.1.10 There are no actions, suits, proceedings, or investigations pending or, to the Service Provider's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Service Provider under this Contract or which individually or in the aggregate may result in any adverse effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Contract.
- 2.1.11 It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government agency which may result in any adverse effect or impairment of the Service Provider's ability to perform its obligations and duties under this Contract.
- 2.1.12 No representation or warranty by the Service Provider contained herein or in any other document furnished by it to the Authority, or to any governmental agency in relation to applicable permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.
- 2.1.13 It warrants that no sums, in cash or kind, have been paid or will be paid by or on behalf of the Service Provider, to any person by way of fees, commission or otherwise for securing or entering into this Contract or for influencing or attempting to influence any officer or employee of Authority in connection therewith. It shall duly renew and maintain Performance Security at all times up till 6 (six) months after the expiry of the Contract Period in full force and effect in accordance with the provisions of this Contract.
- 2.1.14 The Service Provider undertakes to observe the highest standard of ethics during the performance of the work under this Contract without indulging in any Corrupt, Fraudulent, Collusive or Coercive Practices. For the purposes of this provision, the terms set forth below shall have the meaning assigned to them as follows:
 - a. **"Corrupt Practice"** means the offering, giving receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any party in the procurement process or the execution of a contract;
 - b. **"Fraudulent Practice"** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - c. **"Collusive Practices"** means a scheme or arrangement between two or more Service Providers, with or without the knowledge of Authority, designed to


 (Signature)
 आर्य समाज
 परिवार कल्याण, उत्तर प्रदेश
 लखनऊ
 Authority


 Service Provider



 Selected Bidder


influence the action of any party in the procurement process or execution of the contract; and

- d. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of the contract.

2.1.15 The Service Provider acknowledges that prior to the submissions of the Bid, the Selected Bidder had after a complete and careful examination made an independent evaluation of all the information provided by the Authority and had determined to the Selected Bidder's satisfaction the nature and extent of such difficulties, risks and issues as are likely to arise or may be faced by the Service Provider in the course of performance of its obligations hereunder.

2.1.16 The Service Provider acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Authority shall not be liable for the same in any manner whatsoever to the Service Provider.

2.1.17 The Selected Bidder Confirms that it has incorporated the Service Provider as SPV to execute the Project according to the terms and conditions of this Contract and the Selected Bidder shall be liable for all the acts and omissions of the Service Provider relating to the Project during the Contract Period.

2.2 Representations and Warranties of the Authority

The Authority represents, warrants and covenants to the Service Provider that:

- a. it has full power and authority to execute, deliver and perform its obligations under this Contract and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Contract, exercise its rights and perform its obligations, under this Contract;
- b. it has taken all necessary actions under Applicable Laws to authorise the execution, delivery and performance of this Contract;
- c. it has the financial standing and capacity to perform its obligations under this Contract;
- d. this Contract constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- e. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on the Authority's ability to perform its obligations under this Contract; and
- f. it has good, legal and valid right and title to the Existing Project Facilities, and has the power and authority to handover the Existing Project Facilities to the Service Provider for the development of the Project in accordance with the terms of this Contract.


 (संज्ञक नाम) पुंलिंग
 Authority
 परिवार कल्याण, संज्ञक
 लखनऊ

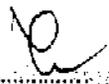

 Service Provider



 Selected Bidder


2.3 Continuing Representations

Each representation and warranty given by the Parties in this Article 2 (Representations and Warranties) and elsewhere in the Contract shall be deemed repeated on a continuing basis throughout the Contract Period of the Contract.



 Authority
 नरिनास कल्याण, उद्दर
 लखनऊ



 Service Provider


17


 Selected Bidder


ARTICLE 3: SCOPE OF THE PROJECT AND VARIATION OF WORK

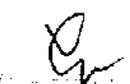
3.1 Objective

Provide transport services to beneficiaries under Janani-Shishu Suraksha Karyakaram (JSSK) and Janani Suraksha Yojana (JSY) schemes as per the guidelines of the Government of India and/ or Government of Uttar Pradesh.

3.2 SCOPE OF PROJECT

3.2.1 The scope of the Project (the "Scope of Project") shall mean and include, during the Contract Period:

- (a) Taking over of the presently deployed fleet of 2270 Ambulances on as-is-where-is basis in accordance with the timelines and in the manner set out in this Contract as well as setting-up of the CCC as set forth in Schedule 1 and in conformity with the Specifications set forth in Schedule 6 and the provisions of this Contract
- (b) 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;
- (c) Furthermore, the Service Provider shall ensure that all software mentioned above and the data generated therein are automatically interlinked and is made interoperable with the mobile based application designed for the Project. Provided further that the Service Provider shall be obligated to further develop the mobile application so as to ensure that data can be accessed on the mobile application
- (d) Provide Ambulance Services as set forth in the Schedule 1 and this Contract, operate and maintain the Project Facilities in term of this Contract;
- (e) The Service Provider shall make provision for operation and maintenance of additional Ambulance which shall form part of the Ambulance Services in terms of this Contract;
- (f) Performance and fulfilment of all obligations of the Service Provider in accordance with the provisions of this Contract and matters incidental thereto or necessary for the performance of any or all of the obligations of the Service Provider under this Contract.
- (g) The Service Provider shall ensure that data and information generated from the CCC software, fleet management application and the GPS tracking application and any other Project related software shall be made accessible to the Authority for the purpose of verification of the invoice generated by the Service Provider, in a form and manner which is acceptable to the Authority for the smooth implementation of the Ambulance Services


 Authority
 परिवार कल्याण, स.स.स.
 लखनऊ


 Service Provider

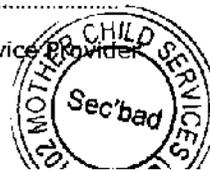


 Selected Bidder


- (h) The Service Provider shall ensure that data and information generated from the CCC software, fleet management application and the GPS tracking application and any other Project related software shall be made accessible to the Authority on real-time/ near real-time basis for the purpose of monitoring of the Project.
- (i) 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.
- (j) The Service Provider shall be responsible for developing a web based application for the purpose of monitoring the key performance indicators of the Project ("**Monitoring Application**"). This Monitoring Application shall be developed by the Service Provider solely under the instructions of the Authority and as per the format and specifications provided by the Authority from time to time. The Authority shall have the right to trial the operation of this Monitoring Application prior to its introduction and operation so as to ensure that it is operating in a manner which is to the satisfaction of the Authority and that the Monitoring Application is capable of monitoring the adherence to the Key Performance Indicators. The Monitoring Application shall be developed and a sign off obtained from the Authority before the Commencement Date. Further modifications may be carried out during the Contract Period.
- (k) Provide the Maintenance Services as set forth in Clause 12, Schedule 1 and elsewhere in this Contract as well as in accordance with Good Industry Practice;
- 3.2.2 Unless otherwise expressly mentioned in this Contract, the execution of relevant Scope of Project by the Service Provider shall be strictly according to the applicable Specifications, and/or other directions/requirements of the Authority issued subject to and in accordance with terms hereof..
- 3.2.3 Any Ambulance (ambulances taken over by the Service Provider) which are handed over and it is discovered at such time of handover that the defects mentioned in the Punch List are not rectified, the Authority shall ensure that such defects shall be rectified/modified/repared by the Existing Operator at its own cost and responsibility.
- 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

.....
Authority
परिवार कल्याण, उत्तर प्रदेश
लखनऊ

.....
Service Provider



.....
Selected Bidder



rectifying such defaults and omissions. To be explicit, the Authority in no case shall entertain the sub-contractor for any issue etc.

3.3 Ambulances, Area of Operation & Expansion in the number of Ambulances

3.3.1 The total no. of Ambulance under this Contract shall include total 2270 Ambulances. The Service Provider shall provide the Ambulance Services in Uttar Pradesh as per the terms of this Contract.

3.3.2 The Service Provider shall provide Ambulance Services in the assigned Area of Operation as per this Contract.

3.3.3 The Authority may, at its sole discretion, at any time decide to increase the number of Ambulances, if so required, by up to 50% (fifty percent), on the same terms and conditions during the Term. For the avoidance of doubt the payment for operation of such Ambulances shall be made at the same rates which are being charged for the other Ambulances in that particular year of the Term.

3.4 Commencement of Ambulance Services

The Service Provider shall commence the Ambulance Services after fulfilment of the all the Conditions Precedent as specified in the Article 4 of this Contract ("Commencement Date"). Post the Commencement Date, the Ambulances shall be handed over by Authority to the Service Provider, which will be recorded by way of jointly executed memorandum and drawing up of related inventory by authorized representative of the Parties, confirming or otherwise the Punch List as well in accordance with the timelines specified in the handover schedule provided herein in Schedule 2. However, if any deviation from Punch List is determined, then Authority shall promptly procure the rectification thereof from the Existing Operator or bear the cost itself, and to the extent of such deficiency, the KPIs shall not apply.

3.5 Handover of existing Ambulance

The existing 2270 Ambulances shall be handed over as per timelines in Schedule 2. In each district, the existing Ambulances shall be handed over by the Existing Operator to the CMO of the district or any other official designated by the Authority and the CMO/designated official shall in turn hand over the Ambulances to the Service Provider at the time and location specified by the Authority. The CMO/designated official while facilitating the handover operation shall execute a joint memorandum for inventorization of the assets and their comparative status with Punch List items so as to verify and confirm whether the defects mentioned in the Punch List have been cured. If the defects in the Punch List have not been cured, then the Authority shall ensure and procure that such defects are cured by the Existing Operator or Authority shall undertake the remedial activities and bear the cost thereof. Upon completion of handover, the Service Provider shall ensure that the Ambulances are in compliance with the Specifications laid down in the Contract, and are operationalized from the same day of the handover date so as to ensure that there is minimal disruption in the Ambulance Services. In this regard the Parties agree that in respect of the Ambulances handed over as per the mechanism mentioned above to the Service Provider, all the incoming calls to the Toll Free Number shall land at the CCC which is operationalized by the Service Provider


.....
Authority
भारतीय अग्नि सेवा केंद्र
एनएचआर


.....
Service Provider



.....
Selected Bidder


and shall be directed to the Ambulances which have been handed over to the Service Provider.

3.6 Introduction of new Ambulance

The Parties clearly understand, confirm and agree that the Authority may handover new Ambulances during the Contract Period and the Service Provider shall within 120 days from the date of handover of that particular Additional Ambulance ensure that each new Ambulance is equipped and refurbished in accordance with the Specifications mentioned in Schedule 6 as well as operationalized. Upon completion of such refurbishment and equipping, the Service Provider shall intimate the Authority to conduct appropriate tests to verify and certify that the new Ambulances are equipped as per specified specifications and manpower deployed therein, and are ready to be put into operation in compliance with terms of the Agreement. The tests shall either be conducted by the Authority itself or by an independent third party appointed by the Authority. If the tests are successful, the Authority shall issue a certificate of road worthiness for such new Ambulances and upon such certification, the new Ambulances shall be put to operation as part of the Ambulance Services by the Service Provider. In case any deficiency is detected pursuant to such tests, the Service Provider shall promptly address and cure the same to procure the verification as per aforesaid process so as to put the new Ambulances in operation. For the avoidance of doubt the process of refurbishment and equipping of the new Ambulances, the testing to be conducted by the Authority and operationalization of the new Ambulances by the Service Provider shall happen within 120 days from the date of handover of that particular new Ambulance. In case the Service Provider fails to operationalize these new Ambulances within the stipulated period of 120 days after the date of handover of that particular new Ambulance, the Service Provider shall be given an extension of 10 days provided that in these 10 days Damages shall be levied at the rate of 0.05% of the Performance Security per ambulances per day of delay. If the Service Provider fails to operationalize the new Ambulances within these 10 days as well, the same shall be treated as an Event of Default and the Authority shall have the right to terminate the Contract in accordance with Article 15.

3.7 Replacement of old Ambulance

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 Term, 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


.....
Authority
कारिदार कल्याण, राउरी
लखनऊ


.....
Service Provider



.....
Selected Bidder


disburse to the Service Provider the remaining cost of relevant Variation Order after making a proportionate deduction for the advance payment made as per sub-clause a).

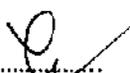
- c) Notwithstanding anything to the contrary contained in this Clause 3.8, all aggregate costs arising out of all Variation Orders issued during contract term, shall not exceed 10% of the consideration being paid under this Contract for the entire Contract Period.

3.9 Additional Obligations

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"):

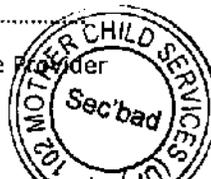
- (a) Integrate the Project with the any other emergency services and/or toll free numbers if so directed by the Authority, in accordance with the timelines, manner and mechanism specified by the Authority. The Service Provider shall ensure that the level of integration with other Emergency Services 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 fulfil 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 Additional Obligations shall be included in the Scope of Project.



 (Signature)
 Authority
 102 National Ambulance Services
 उत्तर प्रदेश
 अखिल भारतीय
 अखिल भारतीय
 अखिल भारतीय



 Service Provider




 Selected Bidder


ARTICLE 4: CONDITIONS PRECEDENTS

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided in Articles 4 and 8, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Contract shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the "Conditions Precedent").

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 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 Servicer 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.

4.1.3 The Service Provider shall be required to fulfil 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 qualified and trained manpower and personnel for operating the Ambulance Services and for operating the CCC are deployed or demonstrably

[Signature]
 Authority

[Signature]
 Service Provider
 Sec'bad
 FOR MOTHER CHILD SERVICES

[Signature]
 Selected Bidder
 Sec'bad
 Agency Management and Research Ins

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.

4.2 Damages for delay by the Authority

4.2.1 In the event that (i) the Authority does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Contract by the Service Provider or due to Force Majeure, the Authority shall pay to the Service Provider,

4.2.2 Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 10% (ten per cent) of the Performance Security.

4.3 Damages for delay by the Service Provider

In the event that (i) the Service Provider does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within a period of 75 (seventy five) days from the date of this Contract, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Contract by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority Damages in an amount calculated at the rate of 0.1% (zero point one per cent) of the Performance Security for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 10% (ten per cent) the Performance Security.

4.4 Failure to achieve the Commencement Date

If the limit of liability specified in Clause 4.2 or 4.3 is reached in respect of either party, this Contract shall cease to be effective and binding and the parties shall have no further liability to each other save that, where the limit on the Service Provider's liability in Clause 4.3 has been reached or exceeded the Authority shall be entitled to encash the Bid Security and appropriate proceeds thereof as Damages (or, if the Bid Security has been substituted for the Performance Security, then the Authority shall be entitled to encash from the Performance Security an amount equal to the Bid Security).


(Signature)
सहायित्विका
परिवार कल्याण, एनएम
Authority


Service Provider


25

Selected Bidder

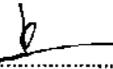

Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh**ARTICLE 5: TERM OF THE CONTRACT****5.1 TERM OF THE CONTRACT**

- 5.1.1 Subject to the terms and conditions contained hereinafter, this Contract unless otherwise terminated in accordance with the provisions of Article 15 herein, shall remain valid and in force for an initial period of 5 (five) years, which period shall be reckoned from the Commencement Date (the "**Contract Period**").
- 5.1.2 Unless otherwise terminated in accordance with the terms of this Contract, this Contract shall remain valid for the Service Provider till the expiry of the Contract Period.
- 5.1.3 The expiry or termination of this Contract shall not affect any accrued rights, obligations and liabilities of the Parties from the Commencement Date, including but not limited to those specifically provided in this Contract nor shall it affect any continuing obligations which this Contract provides either expressly or by necessary implication, which are to survive its expiry or termination.

5.2 Extension of Contract Period

- (i) The Contract Period of the Contract may be extended for an additional period on the same terms and conditions; provided Service Provider renders satisfactory performance of the Service during the initial Contract Period (the "**Extended Contract Period**").
- (ii) During the Extended Contract Period, if any, the Service Provider shall be entitled for Monthly Contract Fee calculated on the basis of a 0 % (zero per cent) increase over the original Monthly Contract Fee payable to the Service Provider during the last year of the original Contract Period of the Contract.
- (iii) The Service Provider shall request the Authority, in writing, regarding its intention of extension of the Contract, 6 months before the expiry of the Contract Period of the Contract.
- (iv) The Authority shall request the Service Provider, in writing, regarding its intention of extension of the Contract, at any time before the expiry of the Contract Period of the Contract


 (डॉ० नीला कुमारी)
 Authority
 परिवार कल्याण, डॉ००
 लखनऊ


 Service Provider


26

 Selected Bidder


ARTICLE 6: PERFORMANCE SECURITY

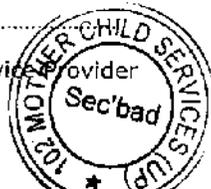
6.1 The Service Provider shall, within 15 days from the issuance of the LOA, provide a performance security in form of an irrevocable bank guarantee from a scheduled commercial bank ("**Performance Security**") to the Authority for a sum equivalent to Rs.18,30,97,746/- (Rupees Eighteen Crore Thirty Lakh Ninety Seven Thousand Seven Hundred and Forty Six Only) as per the format specified in Schedule 8 for due performance of its obligations under this Contract, which shall be valid and remain in force and effect up till 180 days after the expiry of the Contract Period or Extended Contract Period, if any. For the purpose of clarification the amount for the Performance Security shall remain constant throughout the Term of the Contract and until the expiry of the Performance Security. Until such time the Performance Security is provided by the Service Provider in terms hereof, the Bid Security shall remain in force and effect, and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Service Provider within 15 (fifteen) days of submission of such Performance Security. In case the validity of Performance Security is expiring before the validity period specified in Clause 6.3, the Service Provider shall, at least 30 (thirty) days before the expiry of the Performance Security, replace the Performance Security with another Performance Security or extend the validity of the existing Performance Security, which shall remain valid and in force till the same is released in terms of the Clause 6.3. All costs associated with obtaining, providing and maintaining the relevant Performance Security shall be borne solely by the Service Provider. If the Service Provider fails to renew or extend the validity of its Performance Security, when required, then the Authority may encash the same in full as Damages.

6.2 Appropriation of Performance Security

Upon occurrence of a Service Provider's default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security, the amounts due to it for and in respect of such Service Provider's Default. Upon such encashment and appropriation from the Performance Security, the Service Provider shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security by the Authority, provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Contract in accordance with Article 15. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Service Provider shall be entitled to an additional cure period of 30 (thirty) days for remedying the Service Provider's default, and in the event of the Service Provider not curing its default within such cure period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Contract in accordance with Article 15.

6.3 Release of Performance Security


.....
Authority
परिवार कल्याण, उ०प्र०
लखनऊ


.....
Service Provider


27

.....
Selected Bidder


Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

The Performance Security shall remain in force and effect for the entire Contract Period of the Contract and till six month after the Contract Period of the contract. It shall be released after 180 (one hundred and eighty) days of the expiry of the Contract Period or Extended Contract Period of the Contract in accordance with this Contract.



Authority
परिवार कल्याण, उत्तर प्रदेश
लखनऊ



Service Provider


28


Selected Bidder


ARTICLE 7: OBLIGATION OF THE AUTHORITY

7.1 Approvals

The Authority shall provide all required assistance and support to the Service Provider that may be required under law or otherwise for obtaining all Approvals which are required for the Authority for the Project. However, it is agreed and acknowledged by the Parties that the responsibility of obtaining all required Approvals shall be with the Service Provider, who shall obtain such Approvals in the name of the Authority. It is also acknowledged by the Service Provider that the Authority shall not in any way be responsible for the timely procurement of the Approvals so long as the Authority has provided its assistance as and when required by the Service Provider.

7.2 Existing Project Facilities

The Authority, in accordance with the terms and conditions set forth herein, shall hand over the Existing Project Facilities to the Service Provider, for the duration of the Contract Period and, for the purposes permitted under this Contract, and for no other purpose whatsoever.

7.3 Authority's Representative

The Authority shall appoint a duly authorised representative ("Authority's Representative") to act on its behalf under this Contract. The Authority's Representative shall be such person whose name, address, contact number and designation have been provided by the Authority.

The Authority's Representative shall carry out the duties assigned to them, and shall exercise the authority delegated to them, by the Authority. Unless and until the Authority notifies the Service Provider otherwise by written notice, the Authority's Representative shall be deemed to have the full authority of the Authority under this Contract, except in respect of of Article 15 (Termination).

If the Authority wishes to replace any person appointed as Authority's Representative, the Authority shall, within 2 (two) days of such replacement, give the Service Provider notice of the replacement's name, address, duties and authority, and of the date of appointment.

However, it is acknowledged by the Service Provider that any action, omission or failure to take action on part of the Authority's Representative under this Clause 7.3 shall not in any way relieve the Service Provider from its obligations under this Contract.

7.4 Appointment of Committees, Agencies, etc.

The Authority at its discretion may constitute committees or appoint external agencies for the monitoring of performance, processing and verifying operations, invoices/claims etc. The Authority may from time to time appoint and reconstitute appropriate committees and agencies, to monitor and coordinate the work and


.....
Authority
परिवार कल्याण, उ.प्र.
हालकत


.....
Service Provider



.....
Selected Bidder


Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

services of the Service Provider and undertake various studies, investigation, inquiries, verifications, etc. as may be considered appropriate.

7.5 General Obligations

The Authority shall:

- i. procure 1544 new Ambulance(s) as replacement of 1544 old Ambulances to be provided to Service Provider as per terms of this Contract; and
- ii. replacement of old worn out Ambulance in terms of the provisions of this Contract. (
- iii. transfer Existing Project Facilities to the Service Provider;
- iv. be responsible for payment of the Monthly Contract Fee as mentioned in Article 10 of this Contract;
- v. procure the Toll Free Number for the purpose of this Project during the Contract Period and Extended Contract Period,
- vi. ensure that it will provide and facilitate the space to park the Ambulances;
- vii. provide necessary assistance in implementation of the Project;
- viii. through a district level committee, which shall also have representation from the Service Provider and chaired by representative of the Authority (as per the directives issued by Government from time to time), decide on the deployment/redeployment of Ambulances, at strategically selected locations, in order to attend all emergencies effectively and within specified response time;
- ix. instruct the District Health Society or District Hospital or any other health centre in the state to provide all necessary assistance to the Service Provider and coordinate the smooth implementation and operation of the Project in the respective district. The Authority may also constitute a High Powered Committee to provide policy direction, assistance and regulations for the implementation and operation of the Project;
- x. on receipt of written communication from the Service Provider regarding operational readiness of Project Facilities, the Authority shall within fifteen days from the date of receipt of such communication, verify and issue a certificates for completion of any Facilities to the Service Provider.
- xi. provide instructions, specifications and the format in which the Service Provider is to develop, operationalize and upgrade the Monitoring Application, from time to time.

7.6 Payments

The Authority shall make payments to the Service Provider in accordance with Article 10 (Monthly Contract Fee and Payment) in consideration of the Service Provider performing the Scope of Project and other obligations under this Contract.


 (डॉ० रंजिता कुमारी)
 Authority का
 परिचार कल्याण, उ०प्र०
 लखनऊ


 Service Provider


30

 Selected Bidder


ARTICLE 8: OBLIGATIONS OF THE SERVICE PROVIDER

8.1 General Obligations of the Service Provider

8.1.1 Performance of Scope of Project

The Service Provider hereby acknowledges and agrees that it shall perform the services forming part of the Scope of Project in accordance with this Contract and Applicable Laws.

8.1.2 Project Facilities

- (i) Ownership of all the Project Facilities shall vest with the Authority.
- (ii) The Service Provider shall make fully available all intellectual property that it may have relevant to the operation, management of Ambulances without any charge. The Service Provider shall ensure that any intellectual property developed and/or owned by the Service Provider itself in relation to provision of Ambulance Services will become the property of the Authority. In respect of the intellectual property for which the Service Provider has procured exclusive/non-exclusive license to use that intellectual property from a third party, such right shall be transferred to Authority upon expiry or earlier termination of the Contract, and Service Provider shall while negotiating the terms governing such licenses procure that Authority has the requisite step in rights.
- (iii) The Service Provider has no right, title or interest or any form of ownership rights over any of the Project Facilities. It is hereby clarified that the Service Provider shall not get any right, title or interest in the Ambulances including additional Ambulances or any equipment, material, hardware and software either provided by Authority or procured/developed by Service Provider under this Contract and the Service Provider has no right to create any interest or title or any Encumbrance in relation to the Project Facilities in favour of any third party.
- (iv) The Service Provider shall ensure that all the Project Facilities that are deployed for the purpose of implementation of the Project, and shall be transferred in good working condition, upon the expiry of the Contract Period or earlier Termination of the Contract, to Authority without any limitation and any additional burden, financial or otherwise on the Authority.
- (v) The Service Provider shall bear all costs and expenses relating to obtaining any user license or Approvals in favour of the Authority or for ensuring the due transfer of the Project Facilities to the Authority upon the expiry of the Term or earlier Termination of the Contract. The Service Provider shall ensure that all warranties and/or guarantees related to the Project Facilities that may be valid and existing at the time of expiry of the Term and/or earlier Termination of the Contract are also transferred to the Authority, as the case may be without any cost to the Authority.


 (डि० नीला गुप्ता)
 अधिकारी
 परिवार कल्याण, उ०प्र०
 लखनऊ


 Service Provider
 Sec'bad
 102 WOMEN-CHLD SERVICES (UP)

31

 Selected Bidder
 Sec'bad
 GVK Energy Management and Research Institute *

Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

- (vi) The Ambulances which are handed over upon the expiry of the Contract Period or earlier Termination of the Contract, should be in operative and road worthy condition, although normal wear and tear is permissible. In case any Ambulance is not found road worthy, then the cost of repair or residual value of the vehicle assessed by a licensed surveyor, as per IRDA Rules shall be recovered from the Service Provider. Such a licensed surveyor shall be appointed by the Authority at its discretion and Service Provider shall agree to the evaluation results. All the costs related to repair/residual value/fee of licensed surveyor shall be borne by the Service Provider.
- (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. 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.
- (viii) The Service Provider shall bear all the expenses for the Project including the usage of the Toll Free Number for the purpose of this Project during the Term, if any;
- (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 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.


 (द्वारा नामित व्यक्ति)
 Authority
 परिवार कल्याण, उत्तर प्रदेश
 लखनऊ


 Service Provider
 Sec'bad
 102 WOMEN CHILD SERVICES (UP)

32
 Selected Bidder
 Sec'bad
 GVK Energy Management and Research Institute

Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

8.1.3 Compliance with Applicable Laws

The Service Provider is expected to know all the Applicable Laws related to its Scope of Project and its obligations under this Contract, and shall undertake the Project in accordance with the Applicable Laws.

The Service Provider shall comply with the terms and conditions of all Approvals in the performance of its obligations under this Contract. The Service Provider shall, at its own cost and expense, in addition to its obligations elsewhere set out in this Contract:

- (i) make or cause to be made, necessary applications to the relevant Governmental Instrumentality with such particulars and details as may be required for obtaining the required Approvals and obtain and keep in force and effect such Approvals in conformity with the Applicable Laws as are required to perform its obligations under this Contract; and
- (ii) procure as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project Facilities for performing services under this Contract.

The Service Provider shall submit to the Authority, copies of all such Approvals required to be obtained by the Service Provider and have been obtained by them.

8.1.4 Conduct

The Service Provider shall at all times during the progress of the Contract use its best endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees, agents and the labour etc.

8.1.5 Labour and Other Statutory Compliance

The Service Provider shall in respect of all staff/ employees/workers employed by it for execution of the Scope of Project, comply with all Applicable Laws and legislations for such employment, including but not limited to, Contract Labour Act, 1970, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees' Compensation Act, 1923, Contract Labour (R&A) Act, 1970, and Child Labour (Prohibition and Regulation) Act, 1986 etc. including their amendments from time to time.

Provided further, that the Service Provider shall ensure that all bio-medical waste, if any generated during the operation of the Ambulance Services, shall be handed over by the ambulance staff to the nearest public medical facility which is in compliance with Applicable Laws, including but not limited to the Bio-Medical Waste Management Rules, 2016.

8.1.6 Co-operation

The Service Provider shall, as specified in this Contract or as instructed by the Authority, allow appropriate opportunities for carrying out work to:

- (a) the Authority's Personnel;


 (Signature)
 Authority
 परिहार कल्याण, उ०प्र०
 लखनऊ


 Service Provider


33

 Selected Bidder


- (b) any other Service Providers employed by the Authority; and
- (c) the personnel of any legally constituted public authorities.

who may be employed in the execution of the Project or of any work not included in the Contract.

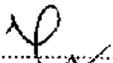
The Service Provider shall make available Ambulance Services in case of situation like natural calamity, social cause or on request of Government for special conditions at mutually agreed terms.

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. 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.

8.1.8 Manpower and Training

The Service Provider shall carry out the requisite training of it's Personnel ("**Service Provider's Personnel**") before the Commencement Date in order to deliver the services under this Contract effectively. The Service Provider shall undertake training and deployment of adequate qualified personnel as per requirement of the project in Head Office, field, Call Center, Ambulances and other required staff for running the Project effectively. Training norms/ courses for EMTS/ Pilots/technical personnel shall be duly approved by the Government. Aadhaar based verification of all the employees shall be done by the Service Provider and biometric based attendance system should be put in place.


 (.....)
 Authority
 परिदार कल्याण, उ०प्र०
 लखनऊ


 (.....)
 Service Provider


34

 (.....)
 Selected Bidder


Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

8.2 Other Obligations of the Service Provider

8.2.1 The Service Provider shall, during the term of this Contract, perform its Scope of Project and all other obligations under this Contract consistent with the requirements set forth in this Contract and Applicable Laws, and the terms and conditions of the applicable Approvals. The details and particulars of the Scope of Project to be performed by the Service Provider under this Contract are specified in Schedule 1.

8.2.2 The Service Provider agrees to perform the Scope of Project and do all other things required/considered prudent so to do, in relation thereto, in accordance with the parameters set forth in Clauses 8.1 and 8.2. All Service Provider's Personnel engaged by the Service Provider in connection with the performance of its Scope of Project and obligations under this Contract will be under the complete control of the Service Provider and will not be deemed to be employees of the Authority, and nothing contained in this Contract or in any sub-contract awarded by the Service Provider will be construed to create any contractual relationship between any such employees, representatives or Sub-Service Provider and the Authority.

8.2.3 The Service Provider shall be solely responsible for all means, methods, techniques, sequences and procedures in connection with the performance of the Scope of Project and obligations under the provisions of this Contract. Without limiting the generality of the foregoing, the Service Provider shall perform the Scope of Project:

- (a) in a continuous manner in accordance with the Project scheduling activities in Schedule 2;
- (b) in its entirety, in compliance with Applicable Laws and the applicable Specifications, by using methods which are acceptable as per Good Industry Practice; and

8.2.4 The Service Provider shall also perform all services, not specifically stated in this Contract, but which:

- (a) can be reasonably inferred from this Contract as being required for the Project;
- (b) can be reasonably inferred in accordance with Good Industry Practice, that the performance or causing the performance of such works or service, was contemplated as part of this Contract; or
- (c) are necessary to enable the Service Provider to fulfil its obligations under this Contract,

in each case, as if such services were expressly mentioned in this Contract and the same shall be considered a part of its Scope of Project and shall be performed by the Service Provider, without any additional cost to the Authority.


 (उत्तर प्रदेश सरकार)
 Authority
 परिवार कल्याण, उ०प्र०
 लखनऊ


 Service Provider




 Selected Bidder



Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

- 8.2.5 Except as otherwise expressly provided in this Contract, the Service Provider agrees and acknowledges that it shall perform all its obligations and responsibilities under this Contract at its own risk, cost, and expense.
- 8.2.6 In the absence of any standard specification in relation to any part of its Scope of Project, the instructions/directions of the Authority/Authority's Representative regarding any specification, and compliance of the Applicable Laws shall be binding on the Service Provider provided such instructions/directions are necessary to meet the functional requirements specified in the Specification.
- 8.2.7 The Service Provider shall at all times take all precautions to maintain the health and safety of the Service Provider's Personnel, health and safety of infrastructure and all necessary welfare and hygiene requirements in terms of the Applicable Laws and Good Industry Practice during the Term.

Care shall be taken by the Service Provider during the operation, maintenance and execution of the Ambulance Services to avoid damages to the Project Facilities. It shall be responsible for repairing all such damages and restoring the same to the original finish at his cost. The Service Provider shall ensure that all waste generated during the course of providing the Ambulance Services shall be disposed of and removed in compliance with Applicable Laws.

8.2.8 Ethics and Corrupt Practices

The Service Provider acknowledges that the Authority and the Authority's Personnel have a longstanding reputation for honesty and integrity in their business dealings and for their policies promoting lawful and ethical behavior. The Authority is committed to upholding that reputation. The Authority's Personnel are prohibited from accepting bribes or kickbacks in any form and further, are prohibited from accepting goods or services provided by a Sub-Service Provider, supplier or vendor for the personal benefit of the Authority's Personnel, his or her relatives, or any entity in which the Authority's Personnel or his or her relatives has a personal interest. This prohibition includes, but is not limited to the work performed on an Authority's Personnel's residence and applies regardless of whether the beneficiary of the goods or services pays for them. Therefore, if the Service Provider offers or provides a bribe or a kickback to any Authority's Personnel, or offers or provides goods and services to any Authority's Personnel, his or her relatives, or any entity in which the Authority's Personnel or his relatives has a financial interest, the Service Provider will be considered to be in material breach of the Contract.

The Service Provider shall ensure that it does not give or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:

- (a) for doing or forbearing to do any action in relation to the Contract; or
- (b) for showing or forbearing to show favour or disfavor to any person in relation to the Contract,

.....
 Authority
 परिवार कल्याण, उत्तर प्रदेश

.....
 Service Provider
 102 MOBER CHILD SERVICES (UP) Sec'bad

.....
 Selected Bidder
 36
 GVK Energy Management and Research Institute Sec'bad

Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

and shall ensure that none of the Service Provider's Personnel, agents etc. gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this clause.

The Service Provider undertakes to inform the Authority of any action by any entity or person associated with the Ambulance Services or the Ambulance Services that the Service Provider believes violates any Applicable Laws, rule or regulation or any clause of this Contract.

The Service Provider's violation of any of the foregoing shall be considered as a Service Provider's default, and the Authority shall be entitled to its rights and remedies under the provisions of this Contract and Applicable Laws.

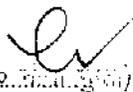
The Service Provider represents and warrants that the Service Provider and, to the best knowledge of the Service Provider after due inquiry, the Service Provider's Personnel are in compliance in all respects with all Applicable Laws in relation to the construction and performance of the Ambulance Services.

The Service Provider represents and warrants, and undertakes to the Authority that the Service Provider (nor any of their directors, officers, agents or employees), nor to the best of knowledge of the Service Provider after due inquiry, none of the Service Provider's Personnel, is aware of, or has taken any action while acting on behalf of the Service Provider or vendors, directly and indirectly, that would result in a violation by such persons of any legislation in any jurisdiction dealing with bribery or corruption, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any domestic or foreign official, public authority, political party or official thereof or any candidate for any political office, in contravention of any legislation in any jurisdiction dealing with bribery or corruption.

The Service Provider represents and warrants, and undertakes to the Authority that the Service Provider has, to the best of knowledge of the Service Provider after due inquiry, the Service Provider's Personnel have conducted their businesses in compliance with Applicable Laws and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

The Service Provider represents and warrants, and undertakes to the Authority that the Service Provider (nor any of their directors, officers, agents or employees) have not, and to the best of knowledge of the Service Provider after due inquiry, no director, employee, agent or any other person authorized by the Service Provider's Personnel, acting on behalf of the Service Provider has, directly or indirectly:

- (a) used any corporate funds (i) to offer or make any political contribution or gift for any purpose relating to any political activity that would be unlawful under


 (Signature)
 अधिकारी
 Authority
 नगरपालिका कार्यालय, काठमाडौं
 नेपाल


 Service Provider


37

 Selected Bidder


Applicable Law; and (ii) offered or made any payment to any governmental official that would be unlawful under Applicable Law;

- (b) made any payoff, influence payment, bribe, rebate, kickback or payment to any governmental official (whether in the form of property or services, or in any other form), that would be unlawful under Applicable Law;
- (c) committed, offered or attempted to take any of the actions described in subsections (a) and (b) hereinabove.

The provisions of this Clause shall be incorporated into any Sub-contract the Service Provider enters into with the Sub-Service Provider, in connection with the performance of the Ambulance Services.

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.

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.

8.3 Covenants of the Service Provider and Selected Bidder

8.3.1 Covenants of the Service Provider shall include:

- (i) The Service Provider shall be obliged to maintain the Ambulance Services and keep it in working condition and further deploy the Manpower required at its own cost and responsibility.

[Signature]
 (100 भागों में)
 अध्यापिका
 परिवार कल्याण, उ०प्र०
 Authority
 ए०००००

[Signature]
 Service Provider
 102 MOTHER CHILD SERVICES (UP)
 Sec'bad

[Signature]
 Selected Bidder
 38
 GVK Emergency Management and Research Institute
 Sec'bad

Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

- (ii) The Service Provider agrees to take over the Existing Project Facilities on 'as-is-where-is basis'. The Service Provider shall repair/rectify/replace the equipment installed in the Ambulances, which becomes non-functional during the course of operations at its own cost.
- (iii) Subject to this Contract, the Service Provider shall be responsible for procurement of equipment as per Schedule 6, and fabrication. The fabrication design shall be approved by the Authority.
- (iv) The Service Provider shall procure and maintain all Ambulance Equipment, Medical Equipment, Medical Consumables and supplies for the Ambulance fleet as per the specification contained in Schedule 6.
- (v) Subject to this Contract, the Service Provider shall be responsible to establish, operate, manage and maintain the CCC as per the specification contained in Schedule 1, except for Toll Free Number and incoming charges of Toll Free Number, if any. Provided however that the Service Provider shall be responsible for upgrading the number of PRI lines connecting the Toll Free Number as specified in Schedule 1.
- (vi) The Service Provider agrees to take over from the Existing Operator, the existing available equipment and technology including software, which shall be used for setting-up of a new CCC by Service Provider. If the Service Provider understands the need to upgrade or replace the existing equipment or technology including software, then it shall do so at its own cost.
- (vii) Procure, at own cost, additional equipment and provisioning of CCC manpower, and in case there is an increase in number of Ambulances. The CCC should have 1 seat for every 10 Ambulances for receiving emergency calls and dispatching Ambulances. Upon the Commencement Date, at least 220 seater CCC shall be functional. Number of seats shall be increased within 15 days of addition of ambulances to the fleet.
- (viii) The Service Provider shall ensure that at the CCC, a minimum of 5% of the seat strength, over and above the seats specified for CCC in the ratio of 1 seat per 10 Ambulances, shall be reserved for the purpose of grievance redressal. The grievance redressal procedure has been further detailed in Schedule 1 of the Contract. Further, the Service Provider shall ensure that there are adequate number of seats at the CCC which shall be reserved for ensuring that grievances received from social media outlets are taken cognizance of and is resolved.
- (ix) The Service Provider shall enhance existing Project Facilities or procure fresh, the hardware / solution including Computer Technology, Voice logger system, legally valid Geographic Information Systems (GIS), Geographical Positioning Systems (GPS)/General Packet Radio Service (GPRS), Automatic Vehicle

.....
 (.....)
 अधिकारी
 Authority
 परिवार कल्याण, उ.प्र.
 लखनऊ

.....
 Service Provider
 Sec'bad
 102 MOTHER CHILD SERVICES (UP)

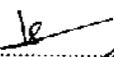
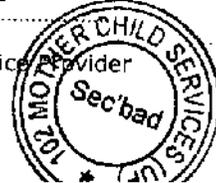
.....
 Selected Provider
 Sec'bad
 GVK Emergency Management and Research Institute

Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

Location & Tracking (AVLT), Computer Aided Dispatch (CAD) required for performing services under this Contract.

- (x) The Service Provider shall take over the application software already deployed for the Project and the associated hardware components as suggested by authority. The Service Provider shall update the software periodically as per requirement. Any hardware which requires replacement/upgradability with respect to the latest technological advancement, which in turn enables to make the emergency response service faster and more efficient should be done by the Service Provider during the Contract Period at their own cost.
- (xi) The Service Provider agrees to enhance/ develop the mobile application for increasing effectiveness and accessibility of the Ambulance Services, as per requirements given in this Contract.
- (xii) The Service Provider shall operate and ensure that Ambulance Services are available on 24 (twenty four) hours per day and 365 (three hundred and sixty five) days a year basis to the people without any charges being levied from the public. In the event of any repair or other factors affecting the Ambulances or the non availability of any other Project Facility or Manpower deputed for any Ambulance Services, the Service Provider at its cost and responsibility shall make arrangement for alternate Ambulances of similar nature to maintain the Ambulance Services and Maintenance Services as stipulated in this Contract and shall intimate in writing to the Authority about the same.
- (xiii) The Service Provider agrees to provide GPS enabled trip data to the Authority for performance monitoring and payment purposes. Satellite based GPS device installed in Ambulances being inducted for replacement/expansion of the fleet, shall have capacity to store data during "No Network Connection" situation up to 5,000 (five thousand) records and upload later when network connectivity is reestablished. Variance of only up to 5% (five per cent) in GPS data recording shall be acceptable.
- (xiv) The Service Provider shall duly maintain such records including log books as the Authority may require and furnish the same to the Authority in such manner and in such form as may be prescribed by Authority.
- (xv) The Service Provider agrees that it shall cooperate and shall be obliged to give all the requisite information and details to the Authority or any other designated representative of Authority for the purpose of verification of its claims.
- (xvi) The Service Provider agrees and undertakes to render services incidental to the Scope of the Project and conditions of work as contained in this Contract without any extra charges or payment provided that the quantum of such extra work does not result in extra expenditure to the Service Provider.
- (xvii) The Service Provider agrees that the Selected Bidder {Single entity or Consortium Members}, shall hold/collectively hold, as the case may be, at least 51% (fifty one per cent) of the subscribed and paid up equity of the Service


 (.....)
 अधिकारी
 परिवार कल्याण, उत्तर प्रदेश
 लखनऊ


 (.....)
 Service Provider


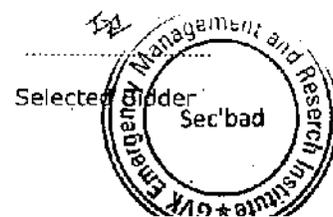

 (.....)
 Selected Bidder


Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

Provider at all times until the end of Term of the Contract. The Service Provider unconditionally and irrevocably undertakes that it shall not cause during the Term of this agreement, any change in aforesaid minimum equity shareholding without prior written approval of the Authority.

- (xviii) The Service Provider acknowledges and agrees that in addition to the compliance with aforesaid conditions in relation to the shareholding, in case selected Bidder is a Consortium of entities, each of the Members, including the Lead Member, whose Technical Capacity and Financial Capacity is evaluated for the purposes of qualification under the RFP, shall hold at least 26% (twenty six per cent) of the subscribed and paid up equity of the Service Provider and all other Members shall hold at least 10% (ten percent) each of the subscribed and paid up equity of the Service Provider for the entire Term of the Contract; provided that the Lead Member of the Consortium shall at all times hold equity share capital of the Service Provider higher than the share capital held by any other member of the Consortium in the Service Provider.
- (xix) The Service Provider hereby covenants that it shall at all times during the Term of the Contract maintain such displays, promotional material and/or messages as may be directed or approved by Authority free of cost.
- (xx) The Service Provider acknowledges and accepts that the technology including hardware and software that shall be financed, procured and/or developed by the Service Provider shall be provided to the Authority, free of cost, in accordance with the provisions of this Contract, for the purposes of using the said software for the Ambulance Services.
- (xxi) The Service Provider agrees that it shall ensure and shall not contest that all rights and interests of the Service Provider in and to the Project vest in the Authority during and after the Term of the Contract without any further act or deed on the part of the Service Provider or Authority.
- (xxii) The Service Provider hereby covenants that it shall duly maintain the Project Facilities free and clear of all liens, claims, and encumbrances and it shall not at any time create any charge, lien or encumbrances whatsoever over the Project Facilities. The Service Provider shall maintain the Project Facilities in good condition.
- (xxiii) Service Provider hereby covenants that it or its Manpower shall not use the Project Facilities for any purpose other than for the purposes of this Contract.
- (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. 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


 (Dr. Nisha Gupta)
 Authority
 परिवार कल्याण, उत्तर
 प्रदेश



Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

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.

- (xxv) The Service Provider hereby covenants to undertake IEC/IPC activities, promote/advertise this service to create awareness among the people it serves and thereby increase uptake of services.
- (xxvi) All major and minor maintenance, servicing and replacement of spares and equipment in Ambulances shall be the responsibility of the Service Provider.
- (xxvii) The Service Provider shall be responsible for fueling of the Ambulances and providing un-interrupted power supply facility to the CCC to provide un-interrupted services.
- (xxviii) The Service Provider shall duly provide stabilization and first aid to the user of the Ambulance Services and shall be obliged to transport the user to the nearest government hospital or Community Health Centre in terms of this Contract and Applicable Laws and practices and as per the protocol defined by Authority from time to time.
- (xxix) The Service Provider shall ensure that a chart marking availability of all Medical Consumables in the Ambulance is maintained and updated by its Manpower at all times.
- (xxx) The Ambulance should be regularly serviced and maintained to reduce the risk of breakdown. The responsibility for maintenance will lie with the Service Provider for breakdown or repairs of Ambulances and other Project Facilities.
- (xxxi) The Service Provider has to ensure that the staffing norms mentioned in the Schedules are adhered to and reported to Authority or any other agency appointed by the Authority.
- (xxxii) The Service Provider shall share/provide a link to the Authority which will allow the Authority to access the GPS/GPRS, GIS and any other system procured for the Project for real time monitoring of operations under this Contract and shall develop the dashboards in consultation with Authority as per their requirements. The Service Provider shall also ensure that the Authority shall be given access to the call logs of the calls received at the CCC as well as information regarding the number of grievance redressal calls received by the Service Provider including the status of resolution of such grievances every month in the manner specified by the Authority.


 (उत्तर प्रदेश सरकार)
 Authority दिशाक
 परिदार कल्याण, उ०प्र०
 लखनऊ


 Service Provider



 Selected Tender Sec'bad


Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

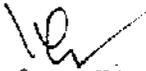
- (xxxiii) The Service Provider agrees that Authority or its representative shall at all times have access to all the data pertaining to this Project.
- (xxxiv) The Service Provider shall duly ensure that it will follow the Good Industry Practices in operation of the Ambulance Services.
- (xxxv) The Service Provider agrees that it shall notify any technical fault of the Toll Free Number during the Term of the Contract to the concerned Service Provider and the Authority immediately but not later than 15 (fifteen) minutes from the identification of such technical fault.
- (xxxvi) The Service Provider shall agree on protocols, with the ALS Ambulance Service Provider, for transferring the calls from general public to ARC (ALS Response Centre), since general public can make calls to the CCC for seeking ALS Ambulance Services.
- (xxxvii) At times, the calls from the border districts (adjoining states) might land at the call centre of the Service Provider. The Service Provider shall on a best efforts basis coordinate with Telecom Regulatory Authority of India (TRAI), Department of Telecommunications, Government of India and any other relevant Government Instrumentality to ensure that there is adequate call segregation so as to ensure that calls from another state does not land at the CCC of the Service Provider.

In case calls land at the CCC, from border states of Uttar Pradesh, the Service Provider shall ensure that the CCC transfers the call to the call centre of the respective state. In case a centralized call centre facility is not available in such state, the CCC shall intimate the caller to contact the ambulance service provider in such state in accordance with the Standard Operating Procedures of the Service Provider.

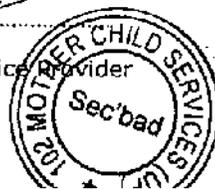
In case the Operator receives calls for other Emergency services, it is the responsibility of the Operator to guide the caller to call on appropriate numbers of such Emergency services until the integration as envisaged under Additional obligations.

8.3.2 Covenants of the [Selected Bidder/Consortium Member]

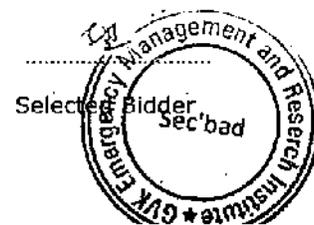
- (i) The [Selected Bidder/Consortium Member], by joining as a Confirming Party to this Contract undertakes and confirms that as the Selected Bidder it shall continue to be responsible and liable, along with the Service Provider, to the Authority for performance of all the obligations till all the terms and conditions of this Contract and the RFP are fulfilled to the entire satisfaction of the Authority.
- (ii) The Selected Bidder further agrees that it shall ensure that the Service Provider abides by and complies with all the terms and conditions of the RFP and this Contract and the Authority shall have the right to take such action as it may


 (.....)
 आर्य समाज
 परिवार कल्याण, लखनऊ
 महानगर

Service Provider



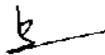
Selected Bidder



Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

deem fit against the Selected Bidder for any failure or default of the Service Provider in performance of its obligations under this Contract.


.....
Authority
परिचय संख्या: 30/10
वाराणसी


.....
Service Provider


44

.....
Selected Bidder

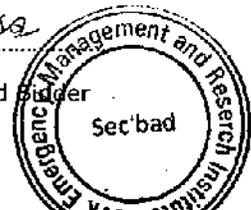

Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

ARTICLE 9: MANPOWER

- 9.1 The Service Provider acknowledges that it shall appoint and recruit Manpower and impart adequate training to the Manpower for performance of all it's the obligations in accordance with the terms, conditions and covenants set forth in this Contract for performance of services as per this Contract. The Manpower appointed for operation of the Ambulance Services and Maintenance Services shall be the employees of the Service Provider or hired by Service Provider on contract and the Authority will not be liable for any acts of omission/ commission vis-à-vis the employee appointed by the Service Provider or hired by him on contract as the case may be. The details and requirements of personnel has been given in Schedule 1 and this Contract.
- 9.2 Service Provider shall not sub-contract the whole or substantially the whole of Scope of the Project and obligations under this Contract without the prior written approval of the Authority. However, if a Sub-Service Provider is appointed, the Service Provider shall be responsible for the proper performance by, and liable for the acts or defaults of its Sub Service Provider(s), its agents or employees, as if they were the acts or defaults of the Service Provider. The Service Provider shall provide the Authority with the following information and particulars, and take approval, prior to the appointment of such Sub-Service Provider :
 - (a) the intended appointment of a Sub-Service Provider, with detailed particulars which shall include its scope and other relevant experience; and
 - (b) the intended commencement of Sub-Service Provider's work.
- 9.3 The Service Provider shall pay and satisfy, or cause to be paid and satisfied, all undisputed invoices and claims issued in accordance with the Sub-contracts of any Sub-Service Provider in so far as they relate to the Scope of Project. The Service Provider shall ensure that Sub-Service Provider(s) comply with the terms and conditions of the Approvals and requirements of Applicable Laws.


 (डॉ० नीला सुता)
 सहायक
 Authority, ३०३०
 परिसर
 लखनऊ


 Service Provider


19
 Selected Provider


ARTICLE 10: MONTHLY CONTRACT FEE AND PAYMENT

10.1 Monthly Contract Fee

10.1.1 The consideration provided in this Contract, for the Service Provider for executing the Scope of Project of this Contract and performing its obligations under this Contract shall be the full and comprehensive consideration paid on a monthly basis. The Monthly Contract Fee will be paid in accordance with this Article 10 and the Service Provider shall not directly or indirectly be entitled to any other sum either from the Authority, users of Ambulance services or any other person, whatsoever.

Subject to the provisions of this Contract and in consideration of the Service Provider undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Contract, the Authority agrees and undertakes to pay to the Service Provider INR 1,34,433/- (Rupees One Lakh Thirty Four Thousand Four Hundred and Thirty Three only) per month per Ambulance with effect from Commencement Date (the "Monthly Contract Fee"). The Monthly Contract Fee shall be inclusive of all applicable taxes and duties other than applicable GST. The applicable GST shall be payable by the Authority at the prevailing rate over and above the Monthly Contract Fee. All payments of the Monthly Contract Fee shall be made by the Authority to the Service Provider in INR. Subject to adjustments including deductions, Damages etc. as provided under this Contract, the Authority shall pay amounts under each invoice directly to such bank account(s) of the Service Provider, as may be requested by the Service Provider to the Authority.

By way of illustration the Monthly Contract Fee shall be calculated in the following manner:

Monthly Contract Fee: A x B

A: No. of Ambulances

B: Fee per Ambulance per month (based on average of minimum 8 trips per day & running of 140 KM per Ambulance per day; on the average for fleet per district, in any month)

10.1.2 In the event that the Ambulances do not cover 140 Km or 8 trips on an average in accordance with the terms of the Contract, there shall be deductions/ enhancements in payment in accordance with the terms of the Contract including Schedule 5 (Key Performance Indicators).

10.2 Terms and procedure of payment of Monthly Contract Fee

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 relevant month. The invoice will be

Handwritten signature and stamp of the Authority. Text includes: (डा० नीला रुपा) Authority, परिवार कल्याण, डा०००, लखनऊ

Handwritten signature and circular stamp of the Service Provider. Text includes: 102 MOTHER CHILD SERVICES, Sec'bad

Handwritten signature and circular stamp of the Selected Bidder. Text includes: 46, Sec'bad, GIK Energy Management and Research Institute

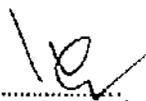
Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

considered submitted only when all the supporting documents, as per this Agreement and mutually agreed from time to time, are submitted along with the invoice.

10.2.2 The invoice amount calculation and trip data verification shall be done through the online/web based software which shall be developed by the Service Provider. Broad process that will be followed in release of payments will be as follows:

- (a) The software shall directly pull from the server, Ambulance wise trip data with GPS enabled distance data and Patient Data Records, for the completed trips, at the end of the day (i.e. at 24:00 hours every day) and on 7th (seventh) of every month automatically compile the preceding month's data and calculate the total invoice amount.
- (b) The Service Provider shall manually enter the trip data and distance covered, for trips where GPS data is unavailable on a daily basis and at end of the month this manually entered data shall be submitted for verification. In such cases the trip distance shall be as indicated in the trip sheet / log book and verified by the CMO/CMS. Such manual entries shall be automatically limited by the software to 5% (five per cent) of total trips done by a particular ambulance in a month. Provided that if the manual entries exceed the 5% limit mentioned above, the number of manual entries above the 5% limit shall not be taken into consideration for the purpose of calculation of Monthly Contract Fee and subsequently release of payment of Monthly Contract Fee.
- (c) The CMO/CMS of the concerned district will have to verify the manual entries which have been provided by the Service Provider to ensure their correctness.
- (d) For the purpose of payment, the CMO/CMS shall also verify the trip data generated by the GPS by corroborating the same from the copy of the Patient Care Record (PCR) which has been submitted to him.
- (e) 70% Payment for the submitted invoices shall be made within 15 days of receipt of such invoice and payment of the remaining 30% shall be made upon verification provided that the full and final payment of the entire Monthly Contract Fee shall be completed within 45 days from the date of submission of the invoice.
- (f) CMO/CMS shall be required to verify the records within 14 (fourteen) days of receipt of notification by the system. If not verified, the system shall auto approve all records. However, the respective CMO/CMS shall be accountable in case of auto approval. The system shall prompt Authority for payment of invoice, after verification has been completed.

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. For avoidance of doubt, payment for all subsequent years shall be determined by increasing the fee by 8% (eight percent) as compared to the immediately preceding year.


 (डॉ० नीला गुप्ता)
 Authority
 परिचार कल्याण, उ०प्र०
 लखनऊ

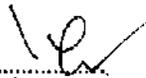

 Service Provider
 102 MOTHER CHILD SERVICES (UP)
 Sec'bad

47
 Selected Tender
 Sec'bad
 GVK Emergency Management and Research Institute

Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

- 10.2.4 The Authority at its discretion may appoint any other external agency for verifying invoices/claims, monitoring of processing and handling the disbursement of Payments or any other amount payable to the Service Provider etc.
- 10.2.5 For any reason, other than those attributable to the Service Provider, if the Authority fails to pay the invoices within the stipulated payment period of 45 (forty five) days from the date of submission of invoice by the Service Provider ("**Payment Due Date**"), without assigning any reason or giving advance communication of delay in payment, then in that case the Authority shall be liable to pay interest @ Bank Rate per annum for the period of delay for such undisputed amount.
- 10.2.6 Notwithstanding any verification made by the Authority or any external agency, if the invoices or claims made by the Service Provider are found to be incorrect, the Service Provider shall be liable to refund to Authority three times of the amount wrongly invoiced or claimed. This shall be without prejudice to the rights of the Authority to treat the Service Provider to be in material breach of this Contract and proceed against the Service Provider as specified in this Contract.
- 10.2.7 It is hereby agreed that Damages imposed on the Service Provider in pursuance of Schedule 5 or any other amount payable by the Service Provider to the Authority shall be first sought to be adjusted against the payments or any other amounts payable to the Service Provider by Authority.
- 10.2.8 Only where no payment is payable by the Authority to the Service Provider or the monthly payment together with any other amounts payable to the Service Provider by Authority is less than the amount payable by the Service Provider, that such excess amounts and/or required deductions may be recovered through encashment of the Bank Guarantee.
- 10.2.9 The Service Provider shall provide the services free of cost to the public.
- 10.2.10 The Monthly Contract Fee shall be calculated on the basis of average number of Ambulances operating in a calendar month. Payment shall only be made only for the on road and operative Ambulances. In the event of number of operational Ambulances are less than 95% (ninety five per cent) on any given day, the Damages as provided in Schedule 5 of this Contract, shall be applicable additionally. For the avoidance of doubt, the Damages shall be levied on the entire shortfall in Ambulances below full strength and not only on the Ambulances which have caused the fleet strength to fall below 95%. For the purpose of illustration if the number of operational Ambulances falls to 93%, then Damages shall be levied on each Ambulance corresponding to the 7% shortfall.

Provided however that the Service Provider may opt to arrange alternative Ambulance of similar type to cover up for the shortfall, if any, in number of Ambulances below 95% (ninety five per cent). These back up Ambulances will be considered as operational against the original Ambulance, while calculating non-operational Ambulances percentage for the purpose of levying Damages under Schedule 5. However the Service Provider shall ensure that these back up


 (डॉ० नीता कुंज) Authority
 परिहार कल्याण, उ०प्र०
 लखनऊ


 Service Provider
 Sec'bad
 102 MOTHER-GHILD SERVICES (UP) *


 Selected Bidder
 Sec'bad
 48
 102 Emergency Management and Research Institute * IITK

Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

ambulances shall be in compliance with the specifications provided for Ambulances under this Contract specifically in Schedule 6.

10.2.11 The Service Provider will have to install satellite based GPS to ensure all trip distances are accurately recorded. In case GPS device is non-functional, for a maximum permissible limit of one day (i.e. 24 continuous hours) per month per ambulance, payment to the Service Provider may be made for trips made by the Ambulance on that day basis distance indicated in trip sheet / log book and verified by CMS/CMO/nodal person. Service Provider needs to repair/ replace the GPS device within one day. If the GPS device is non-functional on the second day, the Ambulance will be considered to be non-operational and not be liable for payment. Variance of only up to 5% (five per cent) in GPS data recording shall be acceptable.

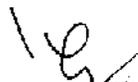
10.2.12 The pro-forma of the invoice and the documents and details to accompany it, shall be mutually discussed and agreed to by the Parties, provided that the Service Provider shall at all times ensure that invoices are raised in accordance with the relevant provisions of Applicable Laws, so as to enable the Authority to avail credit of the taxes indicated in the said invoice.

10.2.13 In the event the Authority raises any objection to the invoices raised by the Service Provider, such matter shall be mutually discussed and settled in an amicable manner. Notwithstanding any such objection or dispute, the Authority shall make payment of the undisputed amount to the Service Provider as per the payment timelines in this Contract, and the disputed amount shall be paid immediately after the settlement, if required. Further, the Authority has the right to withhold the whole or part of any payment claimed by the Service Provider which, in the opinion of the Authority, is necessary for protection of the Authority from loss on account of claims against the Service Provider or failure by the Service Provider to make due payment to the Authority, employees or not having paid taxes, dues, fees, charges etc.

For the avoidance of doubt, it is clarified that if an invoice is not accompanied by the supporting documents or if the invoice amount is disputed or withheld for any reason by the Authority in accordance with the terms of this Contract, then such amounts of the invoice shall not be due and payable by the Authority, until the dispute is resolved or the supporting documents have been provided by the Service Provider, as the case may be. Further, the withholding of any amounts by the Authority pursuant to this Clause 10.2.13 shall not constitute an event of default for non-payment, on the part of the Authority under this Contract.

10.2.14 The submission of an invoice by the Service Provider shall be deemed to be a confirmation by the Service Provider that it has no additional claims, except as may already have been submitted in writing, for anything that has occurred up to and including the last day of the period covered by such invoice.

10.2.15 Each Party shall be responsible for respective taxes (including but not limited to income tax, service tax, excise duty, customs etc.) in relation to its obligations and Scope of Project under this Contract. The Authority shall withhold from payments to


.....
(उ० प्र० अ०)
Authority
परिवार कल्याण, उ० प्र०
राज्य सरकार


.....
Service Provider



.....
Selected Tender


Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

be made to the Service Provider, and pay to the relevant Governmental Instrumentality, any and all taxes, cess and levies required to be withheld pursuant to Applicable Laws and the Monthly Contract Fee shall be deemed to include such taxes, levies or cess. A certificate for such tax deducted at source would be provided by the Authority to the Service Provider immediately on deposit of such taxes with the relevant Governmental Instrumentality.

10.3 Taxes and Duties

10.3.1 In case the Service Provider desires income tax deduction as well as works contract tax at source at a lower rate, under any legislation, double taxation treaty, GST and/ or any advance ruling, then the Service Provider shall be responsible for obtaining the necessary authorization from the concerned tax authority authorising the deduction of tax at source at a lower rate/value and shall provide Authority with the original copy of such authorisation. Statutory variation in taxes and duties or levy of new tax, other than applicable GST which shall be paid by the Authority above and beyond the Monthly Contract Fee, will be to the Service Provider's account and shall be deemed to be part of the Monthly Contract Fee.

10.3.2 The Service Provider shall be fully responsible for meeting all tax obligations that legally vest upon the Service Provider and shall keep the Authority fully indemnified in this regard.

10.3.3 The Authority shall deduct tax and issue the relevant certificates for tax deduction at source in accordance with Applicable Laws, from the payments made by the Authority to the Service Provider.

10.3.4 All the Parties to this Project shall obtain a tax registration number, GSTIN with the Indian tax authorities i.e. Permanent Account Number (PAN). In case any Party does not furnish its PAN, the payer shall deduct tax at source as provided in the Income Tax Act, 1961, or in the relevant Finance Act, or at such higher rate as may be required by Section 206AA of Indian Income Tax Act, 1961, from time to time.

10.3.5 Under this Contract, the Service Provider shall furnish the requisite documents and declarations which may be required by the Authority at the time of withholding tax on payments to be made.

10.4 Change in Law

10.4.1 Definition of Change in Law

"Change in Law" means the occurrence of any of the following after the Effective Date resulting in any adverse and material increase of recurring/non-recurring expenditure/cost by the Service Provider:

- (a) the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India, of any Applicable Laws (other than levy of additional/new taxes or change in the rate of applicable taxes), including rules and regulations framed pursuant to such Applicable Laws;

[Signature]
 Authority
 परिचार कल्याण, उ०००
 लखनऊ

[Signature]
 Service Provider
 102 MOBILE CHILD SERVICE
 Sec'bad

[Signature]
 Selected Bidder
 50
 Program Management and Research
 Sec'bad

Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

- (b) any change in the interpretation or application of any Applicable Laws (other than tax Laws) by any Governmental Instrumentality or any competent court of law having the legal power to interpret or apply such Applicable Laws;
- (c) the imposition of a requirement for obtaining any consents, clearances and permits which was not required earlier under Applicable Laws; or
- (d) any change required in the terms and conditions of the Contract prescribed for obtaining any consents, clearances and permits or the inclusion of any new terms or conditions for obtaining such consents, clearances and permits.

However, notwithstanding anything contained in this Contract, Change in Law shall not cover any change on account of any change in rate of taxes (including tax applied on the income or profits of a Service Provider) or change in tax as per Applicable Laws.

10.4.2 Relief for Change in Law

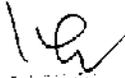
During the Contract Period, for any claims made under Clause 10.5.1 above, the adverse and material impact of such change will be considered on reasonable effort basis for compensation by the Authority. The Service Provider claiming compensation for Change in Law shall provide to the Authority documentary proof of any increase in its contract price for establishing the impact of Change in Law.

10.4.3 Notification of Change in Law

If the Service Provider is affected by a Change in Law in accordance with Clause 10.5.1 and wishes to claim relief for such Change in Law, it shall give notice to the Authority of such Change in Law as soon as reasonably practicable but not later than [7 (seven)] days after becoming aware of the same. Any notice served pursuant to this Clause 10.5.3 shall provide, amongst other things, precise details of the Change in Law and its effect on the contract price and the execution of works. After receiving the notice the Authority shall proceed to determine these matters and shall consult the Service Provider in an endeavour to reach an agreement. If the agreement is not reached, the Authority shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances. The Authority shall give notice to the Service Provider of each agreement or determination, with supporting particulars. Each Party shall give effect to each agreement or determination, unless the Service Provider gives notice, to the Authority, of its dissatisfaction with a determination within 14 (fourteen) days of receiving it. Either Party may then refer the dispute to be resolved in terms of dispute resolution mechanism set out in Clause 17.1 (Amicable Settlement) and 17.2 (Arbitration).

10.4.4 Payment on account of Change in Law

The manner of payment of compensation for any Change in Law will be mutually agreed by the Parties.



 Authority
 परिवार कल्याण, राज्य
 हा. प्र. प्र.



 Service Provider




 Selected Bidder


ARTICLE 12: MAINTENANCE SERVICES

12.1 Maintenance Service

12.1.1 During the Contract Period, the Service Provider shall maintain the Project Facilities in accordance with the Contract and if required, modify, repair or otherwise make improvements to the Project Facilities to comply with the provisions of this Contract and Applicable Laws and conform to the Specifications, the Maintenance Manual and Good Industry Practice. The obligations of the Service Provider shall include:

- (a) permitting and providing a safe, smooth and uninterrupted use of the Project Facilities;
- (b) undertaking routine maintenance of the Project Facilities including prompt repairs as may be required;
- (c) preventing, with the assistance of concerned law enforcement agencies, any unauthorized use of the Project Facilities;
- (d) preventing, with the assistance of the concerned law enforcement agencies, any encroachments on the Project Facilities; and
- (e) quarterly preventive maintenance of the Ambulances.

12.1.2 In the event of replacement of an Ambulance, the Service Provider at its cost and responsibility shall make arrangement for alternate Ambulances of similar nature, to maintain the services as stipulated in this Contract. However, such replacement of an Ambulance shall happen within a reasonable time so that all times during the Contract Period of the Contract, the Service Provider is operating a minimum of 95% (ninety five per cent) of the Ambulances as specified in Clause 8.3 (xiii) of this Contract.

12.1.3 The Service Provider shall also be responsible for all the Medical Consumables and Medical Equipment's during the Contract Period of the Contract as detailed in Schedule 1.

12.2 Maintenance Requirements

The Service Provider agrees and acknowledges that it shall not sub-contract the entirety or a substantial portion of its Maintenance Services obligations during the Term. However, the Service Provider may subcontract a part of its Maintenance Services related obligations, provided that prior to such subcontracting, the Service Provider shall intimate the Authority and provide copies of the subcontract entered into to the Authority and any other particulars as may be sought by the Authority from time to time. The Parties understand that such subcontracting shall not relieve the Service Provider from any of its obligations under this Contract, and the Service Provider shall be held responsible for all acts, omissions, defaults and liabilities incurred by the Sub-Service Provider, its agents or employees, as if they were the acts, omissions, defaults and liabilities of the Service Provider itself. The Service Provider shall be responsible for rectifying such defaults and omissions to the satisfaction of the Authority.


 Authority
 परिवार कल्याण, 200-10
 इलाहाबाद


 Service Provider



 Selected Bidder


12.3 Maintenance Manual

No later than 30 (thirty) days from the Effective Date, the Service Provider shall, in consultation with the Authority, evolve an operation, upkeep, repair and maintenance manual also including the specialized components and other components (the "Maintenance Manual") for the regular and preventive maintenance of the Project Facilities in conformity with Specifications, maintenance requirements, safety requirements and Good Industry Practice, and shall provide 3 (three) copies, thereof to the Authority.

12.4 System Audit

The Parties hereby understand that a STQC audit shall be conducted by the Service Provider at the supervision of the Authority to verify the condition of the software and the other Project Facilities in accordance with the timelines specified by the Authority. The Service Provider shall ensure that the certification received as a result of the STQC audit shall be kept maintained and updated at all times. In case such STQC certification is expiring, it shall be the Service Provider's sole responsibility to ensure such STQC certificate is renewed.

For the purpose of reviewing and auditing the functioning of the Monitoring Application, developed by the Service Provider, the Authority may request the STQC auditor to conduct such review or audit or the Authority may appoint another external auditor for this purpose. As part of the audit process, the STQC auditor or external auditor, as the case may be, shall ensure, from time to time, that the Monitoring Application is adequately and accurately monitoring the KPIs and is providing accurate and correct information regarding the fulfilment of such KPIs.

12.4.1 In mutual consultation with the Authority the Service Provider shall provide a maintenance schedule with an agreed time for rectifying any maintenance related damages/repair for each maintenance type. In the event that the Service Provider fails to repair or rectify any defect or deficiency set forth in the maintenance requirements within the period specified therein, it shall be deemed to be in breach of this Contract and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured at the rate of 1 % (one per cent) of the Monthly Contract Fee for each instance of breach. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Contract, including the right of Termination thereof.

12.4.2 If the Service Provider fails to pay the amount of Damages within the said period of 7 (seven) days of its demand, the Authority shall be entitled to recover the said amount of the liquidated damages by invoking the Performance Guarantee. If the then Contract Performance Guarantee is for an amount which is less than the amount of the liquidated damages payable by the Service Provider to the Authority under this Clause 12.4, the Service Provider shall be liable to forthwith pay the balance amount. For avoidance of doubt it is clarified that this clause will survive the termination or expiry of this Contract.


.....
Authority
परिवार कल्याण, उ०.प्र.
लखनऊ


.....
Service Provider


54

.....
Selected Bidder


Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

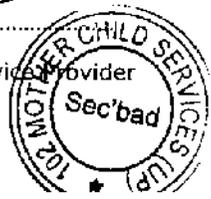
12.5 Restoration of loss or damage to Project

Save and except as otherwise expressly provided in this Contract, in the event that the Project or any part thereof suffers any loss or damage during the Contract Period from any cause whatsoever, the Service Provider shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project conforms to the provisions of this Contract.

12.6 Authority's right to take remedial measures

In the event the Service Provider doesn't maintain and/or repair the Project or any part thereof in conformity with the maintenance requirements or the Maintenance Manual as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of notice from the Authority, the Authority shall without prejudice to its rights under this Contract including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Service Provider, and to recover its costs from the Service Provider. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Service Provider to the Authority as Damages. For the avoidance of doubt, the right of the Authority under this Clause shall be without prejudice to its rights and remedies provided under Clause 12.4.


(डॉ० माला कुमारी)
परिवार कल्याण उपाय
Authority
लखनऊ


Service Provider


55

Selected Bidder


ARTICLE 13: INSURANCE

13.1 The Service Provider shall independently with respect to its Scope of Project under this Contract:

- (a) at its sole cost and expense, obtain, maintain and keep in full force and effect insurances, to the extent permissible under Applicable Laws, against injury to third parties and damage to Project Facilities etc.;
- (b) obtain and keep in force applicable insurance policies in accordance with the Applicable Laws, circulars issued by the Government of Uttar Pradesh, if any, and Good Industry Practice;
- (c) obtain and keep in force all the necessary insurances for its Service Provider's Personnel in accordance with Applicable Laws and Good Industry Practice;
- (d) obtain insurance policies for the Equipment and bear all costs and expenses in respect of such insurances and shall also ensure that the Authority is the co-insured in such policies; and
- (e) obtain and keep in force insurance policies for the Ambulances .

13.2 Proof of Insurance

Service Provider shall provide to the Authority all certificates, documents and other proofs evidencing that the insurance which the Service Provider is obliged to procure under this Contract have been procured and are in full force and effect.

13.3 Deductibles

Any and all deductibles and all losses or damages in excess of the insured limits in the insurance policies required under this Contract shall be to the account of the Service Provider, unless otherwise expressly stated in this Contract.

13.4 Insurance Policy Cancellation

In case of cancellation of any insurance policy required to be carried by this Contract, or the insolvency, bankruptcy or failure of any such insurance company that has issued a policy hereunder, the Service Provider shall promptly notify the Authority and obtain new insurance policies in the amounts and coverage required hereby.

13.5 Alteration to the Policy Terms

The Service Provider shall not make or agree to any material alteration to the terms of any insurance policies without the prior approval of the Authority.

13.6 Insurance policies not to limit Service Provider's liability

The insurance policies required to be maintained by the Service Provider shall in no way affect, nor are they intended as a limitation of its obligation under the Contract.

13.7 Failure to obtain insurance

If the Service Provider fails to take out and/or maintain in effect the applicable insurances required under this Contract, the Authority may take out and maintain in


 Authority
 परिषद कल्याण, उ०प्र०
 लखनऊ


 Service Provider


56

 Selected Bidder


Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

effect any such insurances and may from time to time deduct from any amount due to the Service Provider under the Contract towards the premium of such insurances, or may otherwise recover such amount as a debt due from the Service Provider and the Monthly Contract Fee shall be adjusted accordingly.

13.8 Loss Payee

The Service Provider shall ensure that all such insurance policies obtained for the Project in terms of this Contract shall be endorsed in the name of the Authority and the Authority, Authority's Representative or the Committee/ agencies designated by the Authority, is named as the first loss payee in all insurance contracts effected by the Service Provider pursuant to this Article 13.


 (Name of Authority)
 Authority
 परिवार कल्याण, ४०१०
 लखनऊ


 Service Provider


57

 Selected Bidder


ARTICLE 14: FORCE MAJEURE

14.1 Affected Party

14.1.1 As used in this Contract, the expression "Force Majeure" or "Force Majeure Event" shall mean occurrence in the State of any or all of Non-Political Event, Indirect Political Event and Political Event respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "Affected Party") of its obligations under this Contract and which act or event (i) is beyond the reasonable control of the Affected Party; and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has material adverse effect on the Affected Party.

14.1.2 Any event of Force Majeure shall be deemed to be an event of Force Majeure affecting a Service Provider only if the Force Majeure event affects and results or inputs for Service Provider's Scope of Project.

14.2 Force Majeure

14.2.1 A 'Force Majeure' means any event or circumstance or combination of events and circumstances including those stated below that wholly or partly prevents or unavoidably delays an Affected Party in the performance of its obligations under this Contract, but only if and to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Affected Party and could not have been avoided if the Affected Party had taken reasonable care or complied with Good Industry Practices:

(a) Non-Political Event:

A Non-Political Event shall mean one or more of the following acts or events:

- (i) act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Ambulance or the CCC);
- (ii) strikes or boycotts (other than those involving the Service Provider or its respective employees/representatives, or attributable to any act or omission of any of them) interrupting Ambulances Services for a continuous period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event;
- (iii) any failure or delay on the part of an agent of the Service Provider but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Service Provider by or on behalf of such agent of the Service Provider;
- (iv) any judgement or order of any court of competent jurisdiction or statutory authority made against the Service Provider in any proceedings for reasons other than (i) failure of the Service Provider to


 Authority
 अधिकार कक्ष, 102
 नई दिल्ली


 Service Provider



 Selected Bidder


Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Contract, or (iv) exercise of any of its rights under this Contract by the Authority;

(v) any event or circumstances of a nature analogous to any of the foregoing.

(b) **Political Event:**

A Political Event shall mean one or more of the following acts or events:

(i) Nationalization or compulsory acquisition by any Indian Governmental Instrumentality of any material assets or rights of the Authority; or

(ii) the unlawful, unreasonable or discriminatory revocation of or refusal to renew, any consents, clearances and permits required by the Authority to perform its obligations under any related agreement or any unlawful, unreasonable or discriminatory refusal to grant any other consents, clearances and permits required for the development/ maintenance of the Project, provided that a competent court of law declares the revocation or refusal to be unlawful, unreasonable and discriminatory and strikes the same down; or

(iii) any other unlawful, unreasonable or discriminatory action on the part of an Indian Governmental Instrumentality which is directed against the Project, provided that a competent court of law declares the action to be unlawful, unreasonable and discriminatory and strikes the same down; or

(iv) any event or circumstances of a nature analogous to any of the foregoing.

(c) **Indirect Political Event:**

(i) act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, terrorist or military action; or

(ii) radioactive contamination or ionising radiation originating from a source in India or resulting from any other Indirect Force Majeure Event mentioned above, excluding circumstances where the source or cause of contamination or radiation is brought or has been brought into or near the

Site by the Affected Party or those employed or engaged by the Affected Party; or

(iii) industry wide strikes and labour disturbances, having a nationwide impact in India; or

.....(दि. ०२.०३.२०२०)
सहायक निदेशक
Authority
परिवार कल्याण, उ०प्र०
राजमऊ

Service Provider
102 MOTHER CHILD SERVICE
Sec'bad

Selected Bidder
Contract Management and Research Ins
Sec'bad

- (iv) any Indirect Political Event that causes a Non-Political Event; or
- (v) any event or circumstances of a nature analogous to any of the foregoing.

14.3 Force Majeure Exclusions

14.3.1 Force Majeure shall not include: (a) any event or circumstance which is within the reasonable control of the Parties, and (b) the following conditions, except to the extent that they are consequences of an event of Force Majeure:

- (i) Unavailability, late delivery, or changes in cost of the machinery, equipment, materials, spare parts etc. required for the Project;
- (ii) Delay in the performance of any Sub-Service Provider appointed by the Service Provider or its agents;
- (iii) Non-performance resulting from normal wear and tear typically experienced in equipment;
- (iv) Strikes or labour disturbance at the facilities of the Affected Party;
- (v) Insufficiency of finances or funds or the Contract becoming onerous to perform; and
- (vi) Non-performance caused by, or connected with the Affected Party's:
 - (A) negligent or intentional acts, errors or omissions;
 - (B) failure to comply with an Applicable Laws; or
 - (C) breach of, or default under this Contract.

14.4 Notification of Force Majeure

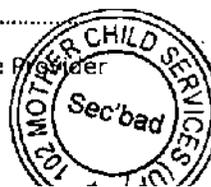
14.4.1 The Affected Party shall give notice to the other Party of any event of Force Majeure as soon as reasonably practicable, but not later than 12 (twelve) hours after the date on which such Party knew or should reasonably have known of the commencement of the event of Force Majeure. If an event of Force Majeure results in a breakdown of communications rendering it unreasonable to give notice within the applicable time limit specified herein, then the Party claiming Force Majeure shall give such notice as soon as reasonably practicable after reinstatement of communications, but not later than 1 (one) day after such reinstatement.

Provided that such notice shall be a pre-condition to the Affected Party's entitlement to claim relief under this Contract. Such notice shall include full particulars of the event of Force Majeure including:

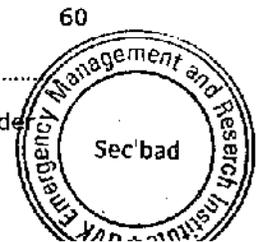
- (a) the nature and extent of each Force Majeure Event which is the subject matter for any claim for relief under this Article with evidence in support thereof;
- (b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or shall have on the Affected Party's performance of its obligations under this Contract;


 (जो नाम सुबह)
 Authority निदेशक
 परिचार कल्याण, उ०प्र०
 राजधानी


 Service Provider




 Selected Bidder



Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

- (c) the measures which the Affected Party is taking or proposes to take for mitigating the impact of such Force Majeure Event; and
 - (d) any other information relevant to the Affected Party's claim.
- 14.4.2 The Affected Party shall give notice to the other Party of (i) the cessation of the relevant event of Force Majeure; and (ii) the cessation of the effects of such event of Force Majeure on the performance of its rights or obligations under this Contract, as soon as practicable after becoming aware of each of these cessations.
- 14.4.3 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it has notified the other Party of the occurrence of the Force Majeure Event forthwith and in any event not later than 12 (twelve) hours after the Affected Party knew, or ought reasonably to have known, of its occurrence.
- 14.4.4 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular reports containing information of the event and such other information as the other Party may reasonably request from the Affected Party.
- 14.4.5 After the Effective Date, if any Force Majeure Event occurs, the dates set forth in the Project phasing activities i.e. Schedule 2, at the sole discretion of Authority, may be extended by a period for which effect of such Force Majeure Event subsists.
- 14.4.6 If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Contract by issuing a termination notice to the other Party without being liable in any manner whatsoever, and upon issue of such termination notice, this Contract shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such termination notice, either Party shall inform the other Party and grant 15 (fifteen) days time to make a representation, and may after the expiry of such 15 (fifteen) days period in its sole discretion issue the termination notice.
- 14.4.7 The non-availability of the Manpower, Ambulances and/or other Project Facilities due to repair etc. shall not be considered as Force Majeure and it shall be the responsibility of the Service Provider to arrange for appropriate alternatives to maintain the services as stipulated in this Contract. It shall be entirely the obligation of the Service Provider to maintain the Manpower, Ambulances and other Project Facilities required rendering the services and working under this Contract.

14.5 Consequences of Force Majeure

- 14.5.1 Except as expressly provided in this Contract, no Party shall be in breach of its obligations pursuant to this Contract or otherwise liable to the other Party for any hindrance or delay in performance or non-performance of any such obligations if and to the extent that such hindrance, delay or non-performance is due to a Force Majeure Event.



 Authority
 परिवार कल्याण, उत्तर प्रदेश
 लखनऊ

Service Provider

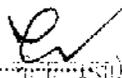

Selected Bidder


Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

14.5.2 If the Service Provider is prevented from performing any of its obligations under the Contract by Force Majeure of which notice has been given under Clause 14.4 (Notification of Force Majeure) and the services provided under this Contract are/ or will be delayed as a result, the Service Provider shall be entitled to an extension of Contract Period (but not reimbursement of any associated cost) for any such delay.

14.6 Optional Termination

14.6.1 If the execution of the Scope of Project of a Service Provider in progress is prevented for a continuous period of 180 (one hundred and eighty) days by reason of Force Majeure of which notice has been given under Clause 14.4 (Notification of Force Majeure) (or for multiple periods which totals more than 180 (one hundred and eighty) days due to the same notified Force Majeure, then the Authority may give to the Service Provider a notice of termination of this Contract. If a termination notice is issued by the Authority pursuant to this Clause 14.6.1, the termination shall take effect 7 (seven) days after the notice is given. Upon such termination, the Authority will be required to release the Performance Security provided by the Service Provider, it being specified that the release will only be granted when all amounts payable by the Service Provider under this Contract to the Authority have been irrevocably paid in full. Upon such termination, the Authority shall pay to the Service Provider the amounts payable by the Authority for any services already carried out by the Service Provider in terms of the Contract.


.....
(सह-निर्देशिका)
आयुक्त निदेशक
Authority
परिवार कल्याण, उ०प्र०
राजलखी


.....
Service Provider


62

.....
Selected Bidder


Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh**ARTICLE 15: TERMINATION OF THE CONTRACT**

- 15.1 This Contract shall terminate by efflux of time on the expiry of the Contract Period.
- 15.2 The Authority may terminate this Contract for the following Events of Default and in relation to the Scope of the Project of the Contract Period, if the Service Provider:
- (a) is in material breach of this Contract and in case such breach is rectifiable and the Service Provider fails to cure such breach within a period of 10 days from the receipt of notice from Authority;
 - (b) transfers or creates any encumbrance, charge or lien over any of the Project Facilities in favour of any person / agency;
 - (c) transfers or fails to perform any of its obligations specified under this Contract;
 - (d) collects fees in any form from the beneficiaries/users;
 - (e) has failed to achieve the required milestones in accordance with Schedule 2 of this Contract and delay is more than 90 (ninety) days for achieving any of the milestones;
 - (f) fails to submit or does not maintain the Performance Security or comprehensive insurance as provided in this Contract;
 - (g) is adjudged bankrupt or insolvent or a trustee or receiver is appointed for the Service Provider or for any of its property that has a material bearing on the Project;
 - (h) petition for winding up of the Service Provider is admitted by a court of competent jurisdiction;
 - (i) abandons the operations of the Project for more than 15 (fifteen) consecutive days without the prior consent in writing of Authority, provided that the Service Provider shall be deemed not to have abandoned such operation if such abandonment was as a result of Force Majeure Event and is only for the period when such Force Majeure Event is continuing;
 - (j) repudiates this Contract or otherwise evidences an intention not to be bound by this Contract;
 - (k) Sub-contracts the whole of the services forming part of its Scope of Project, assigns or purports to assign its obligations under the Contract without the required agreement or consent of the Authority or in contravention of the terms of this Contract; or
 - (l) is in material breach of any of its obligations under this Contract.
- 15.3 If any of the events or circumstances mentioned in Clause 15.2 above has been caused by reasons solely attributable to the Service Provider, the Authority may by giving a written notice to the Service Provider require it to cause rectification of the default. In the event, the Service Provider is unable to rectify the said default within a


 (सह सचिव)
 Authority
 परिवार कल्याण, संतोष
 जलानंद


 Service Provider



 Selected Bidder


- 30 days' time period or any other extended period as may be agreed between the Authority and the Service Provider, the Authority can issue a notice for termination ("**Termination Notice**").
- 15.4 The termination of the Contract (or part of the Contract vis-à-vis the Scope of Project of the Service Provider) by the Authority shall not prejudice any other rights of the Authority against the Service Provider under the Contract or otherwise.
- 15.5 **Consequences of Termination for Service Provider's default**

Upon issuance of the Termination Notice for the Contract (or part of the Contract) by the Authority vis-à-vis the Service Provider, the Service Provider shall, within 30 days, cease all the Ambulance Services and Maintenance Services. The Service Provider, within 30 days from the issuance of the Termination Notice, submit all its Service Provider's Documents and Project Facilities to the Authority. The Service Provider shall use its best efforts to comply immediately with any reasonable instructions included in the notice of termination (a) for the assignment of any Sub-contract, and (b) for the protection of life or property or for the safety of the Project.

Further, upon issuance of Termination Notice by the Authority the Authority shall clear all amounts due to the Service Provider under this Contract within 30 days.

The Service Provider shall, to the extent legally possible and if Authority so requires, assign to Authority all its right, title and benefits (not obligations) under any sub-contracts between it and its Sub-Service Providers (if any), including all warranties, performance guarantee or other continuing benefits arising under such sub-contracts. This handover and transfer shall also take place within 30 days from the issuance of Termination Notice.

After termination, the Authority may complete the Service Provider's Scope of Project and/or arrange for any other entities to do so. The Authority and these entities may then use any Service Provider's Documents and other documents made by or on behalf of the Service Provider.

For the avoidance of doubt, the final date of termination of the contract shall be 30 days after the issuance of the Termination Notice.

The Authority shall be entitled to enforce the Performance Security and recover the amount due to it in respect of such claim, Damages, rights or remedy without prejudice to its rights.

The Authority shall then give notice that the Service Provider's, Medical Consumables and Medical Equipment and any other equipment (if any) will be released to the Service Provider at a place stipulated by the Authority.

15.6 Termination for Authority's Default

- 15.6.1 In addition to any other termination events described in the Contract, the Service Provider shall be entitled to terminate the Contract to the extent of its Scope of Project if:


 (आ. सं. 100/2017)
 Authority
 परिवार कल्याण, उ०.प्र.
 लखनऊ


 Service Provider


64

 Selected Bidder


Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

- (a) the Service Provider does not receive any undisputed payment within [30 (thirty)] days after the Payment Due Date;
- (b) the Authority fails to perform any of its material obligations under this Contract or is in material breach of any obligations under this Contract;
- (c) the Authority's default in performance of the obligations mentioned in Clause 7.5 and such defaults continues for a period of 60 (sixty) days.
- (d) the Authority becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which (under Applicable Laws) has a similar effect to any of these acts or events.

15.6.2 In any of these events or circumstances, the Service Provider may, upon giving 30 (thirty) days' written notice to the Authority, and if the default is not rectified within the period of 45 (forty five) days, the Service Provider shall issue a Termination Notice.

15.6.3 The termination of the Contract by the Service Provider shall not prejudice any other rights of the Authority, under the Contract or otherwise.

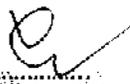
15.7 Consequences of Termination for Authority's Default

15.7.1 After 30 days post issuance of the Termination Notice pursuant to Clause 15.6, the Service Provider shall : (a) cease to carry out further Ambulances Services and/or Maintenance Services (except for such services as may have been instructed by the Authority for the protection of life or property or for safety of the Project) and deliver to the Authority, the part of the Ambulances Services and/or Maintenance Services that have been completed by it until the date of termination; (b) transfer all right, title and benefit of the Project (without any encumbrances), Approvals, right title and interest under any of the Project's contracts, sub-contracts, documents, etc.; (c) deliver and handover to the Authority, Service Provider's Documents prepared by it in relation to the Project; and (d) if applicable, arrange for removal of all its equipment, if any from the Site at its own risk and cost and cause all its employees, agent etc. to leave the Site.

15.7.2 Termination Payment due to termination for Authority's default

As soon as practicable after a notice for termination under Clause 15.6 has taken effect, the Authority shall immediately return the Performance Security, as the case may be, provided by the Service Provider and shall proceed to determine the balance amount of the Monthly Contract Fee not already paid to the Service Provider for services performed in accordance with terms hereof, prior to termination. The Authority shall within 30 (thirty) days of such determination, pay the balance Monthly Contract Fee to the Service Provider in terms of this Contract.

15.8 Release from performance under Applicable Laws


 (कोरोना महामारी नियंत्रण)
 Authority
 परिवार कल्याण, राजीव
 गान्धी


 Service Provider


65

 Selected Bidder


Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

Notwithstanding any other provision of this Contract, if any event or circumstance outside the control of the Parties (including, but not limited to Force Majeure Event) arises which makes it unlawful for any Party to fulfil its contractual obligations under the Contract or which, under the Applicable Laws governing the Contract, entitles the Party to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- (b) the sum payable by the Authority to the Service Provider shall be the same as under the optional termination of the Contract by the Parties under Clause 14.6.

15.9 Upon Termination for any reason whatsoever, the Authority shall:

- (a) be deemed to have taken encumbrance free possession and control of the Project forthwith;
- (b) take possession and control of all the Project Facilities without any encumbrances.
- (c) be entitled to restrain the Service Provider and any person claiming through or under the Service Provider from taking away any of the Project Facilities. ;
- (d) transfer, assign and/or deliver all Approvals to the Authority; and
- (e) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Service Provider in the Project, if any, including Service Provider' warranties in respect of any equipment and the right to receive outstanding insurance claims, to the extent due and payable to the Authority, absolutely unto the Authority or its nominee.
- (f) shall proceed to determine the balance amount of the Monthly Contract Fee not already paid to the Service Provider. The Authority shall within 30 (thirty) days of such determination, pay the balance Monthly Contract Fee to the Service Provider in terms of this Contract.

15.10 Upon Expiry or earlier Termination of this Contract, the Service Provider shall:

- (a) notify Authority forthwith about the location and particulars of all Project Facilities; and
- (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. 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.


 (आर.सी.सी.ए.ए.ए.)
 Authority
 परिवार कल्याण, उ०प्र०
 लखनऊ


 Service Provider


66

 Selected Bidder


107

ARTICLE 16: INDEMNITY AND LIMITATION OF LIABILITY

16.1 Indemnity

16.1.1 Indemnification by the Service Provider

During the Contract Period of this Contract, the Service Provider shall independently in relation to its specified obligations under this Contract indemnify and hold harmless the Authority, the Authority's directors, employees, personnel and its agents against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect or arising out of:

- (a) any and all actions, claims, liabilities, costs, damages and expenses of every kind and nature in respect of the sickness, injury or death of any person employed directly or indirectly by the Service Provider or any Sub-Service Provider and their respective employees and damage to or destruction of any property or equipment of the Service Provider and its employees arising during or as a result of the performances or non-performance of this Contract from any cause whatsoever provided that this Article, unless attributable to any default of the terms and conditions of the Contract by the Authority, the Authority's directors, employees and its agents;
- (b) breach of the Contract by the Service Provider.

16.1.2 The Service Provider shall also indemnify and hold the Authority harmless, from any and all action, claims, suits and/or legal proceedings initiated by any person, third party or otherwise, that may be initiated or raised against Authority whether that may be in the nature of criminal, civil, medico-legal proceedings, proceedings under the Consumer Protection Act, 1986 or any Applicable Law that may arise under this Contract.

16.2 Indemnity -Third Party

The Service Provider shall indemnify and hold the Authority harmless from any and all claims, liabilities, costs, damages, and expenses of every kind and nature in respect of the sickness, injury or death of any third party and the damage to or destruction of any property of any third party arising directly or indirectly as a result of any gross negligence, default or omission of the Service Provider or its employees/agents.

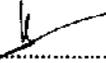
16.3 Non-Compliance with Applicable Laws

The Service Provider shall indemnify and hold the Authority harmless from any fines, penalties and similar charges which may be attributed to or imposed or assessed against the Authority by reason of the failure of the Service Provider to comply fully with all Applicable Laws save to the extent such failure was caused by the gross negligence, default or omission of the Authority or its employees.

16.4 Indemnification by the Authority

During the Contract Period of this Contract, the Authority shall indemnify and hold harmless the Service Provider, its personnel, and its agents, against and from all


 (.....)
 अधिकारी
 Authority
 परिवार कल्याण, २०००
 लखनऊ


 Service Provider



 Selected Bidder


claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- a) bodily injury, sickness, disease or death, which is directly attributable to any negligence, willful act or breach of the Contract by the Authority, the Authority's Representative, or any of its agents;

16.5 Limitation of Liability

16.5.1 Neither Party shall be liable for loss of any profit/ contract nor for any indirect or consequential loss/ damage which may be suffered by the other Party under the Contract.

16.5.2 Subject to Clause 16.5.1 above, the total liability of the Service Provider to the Authority under this Article 16 shall be the following:

- (a) In case of any fraud, deliberate default or reckless misconduct: Unlimited; and
- (b) In any other case: A sum of the total Monthly Contract Fee.

16.5.3 Subject to Clause 16.5.1 above, the total liability of the Authority to the Service Provider under this Article 16 shall be limited to the Monthly Contract Fee.

16.6 Personal Liability Limited

The Service Provider and the Authority each understand and agrees that there shall be absolutely no personal liability on the part of any of the employees, shareholders, partners, officers, directors, agents, authorized representatives or affiliates of the Authority or the Service Provider for the payment of any amounts due hereunder or performance of any obligations hereunder.

16.7 Undertaking by the Service Provider

16.7.1 The Service Provider unequivocally acknowledges, agrees and confirms that it shall be responsible in the performance of the obligations of the Service Provider under its Scope of Project, as set out in Schedule 1 to this Contract, so as to ensure seamless and uninterrupted interface among all obligations of the Service Provider under its Scope of Project, including without limitation, the following:

- (a) achieving, in a timely manner, the milestones set out in the Contract and performing all obligations under the Contract;
- (b) not charging any fee directly from patients /users of the Ambulance Services; and
- (c) all installed Project Facility are new, safe and according to good industry standards.

ew

 Authority

kw

 Service Provider


kw

 Selected Bidder
 68


16.7.2 Notwithstanding anything contained in this Contract, the Service Provider hereby agrees and undertakes that it shall be liable for coordinating the Ambulance Services and for the overall performance of this Contract, and shall not deny such liability solely on the ground that the claim was not covered under its Scope of Project. Further, the Service Provider hereby undertakes and acknowledges that should any gap, deficiency or uncertainty arise with respect to the obligations of the Service Provider under its Scope of Project, then such gap, deficiency or uncertainty shall be promptly remedied (or caused to be remedied) by the Service Provider at no cost or expense to the Authority.

16.7.3 Notwithstanding the fact that the Service Provider's Scope of Project under the Contract is solely responsible to perform its Scope of Project and obligations, the Service Provider hereby agrees and undertakes to guarantee the due performance of the Service Provider's Scope of Project set out in Schedule 1. The Service Provider hereby agrees and confirms that in case of non-performance or inadequate performance by the Service Provider of Scope of Project, the Service Provider will perform (or cause performance) of such obligation without any additional cost to the Authority.

16.8 Enforcement

For the avoidance of doubt, nothing in this Article shall prevent or restrict a Party enforcing any obligation owed to it under this Contract.

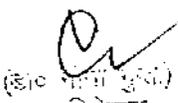
16.9 Defence

16.9.1 The Authority shall promptly notify the Service Provider of any matter which may give rise to a right of the Authority to be indemnified under this Article 16.

16.9.2 The Service Provider may at its own cost conduct negotiations for the settlement of any claim made against it, and any litigation that may arise there from in such reasonable manner as the Authority shall from time to time approve (such approval not to be unreasonably withheld).

16.9.3 The Service Provider may not, however, conduct such negotiations or litigation before it has given the Authority such security as the Authority may reasonably require. The security shall be for an amount required by the Authority, which is its reasonable assessment of the amount for which it may become liable and which are the subject of the indemnities under this Article 16.

16.9.4 The Authority shall not make any admission which might be prejudicial to the Service Provider unless the Service Provider has failed to take over the conduct of the negotiations or litigation or provide security under this Article 16 within a reasonable time after having been so requested.


(डिप्टी प्रमुख अधिकारी)
प्रशासकीय अधिकारी
प्रतिष्ठान, उत्तर प्रदेश
अखिल
Authority


Service Provider


69

Selected Bidder


ARTICLE 17: DISPUTE RESOLUTION & GOVERNING LAW

17.1 Amicable Settlement

- 17.1.1 Save where expressly stated to the contrary in this Contract, any dispute, difference, controversy of whatever nature or claim arising out of or relating to this Contract (whether in tort, contract, under statute or otherwise), including incompleteness of the Project or any question regarding its existence, validity, interpretation, breach or termination and so notified in writing by either Party to the other (the "Dispute") shall in the first instance be attempted to be resolved amicably between the Parties amicably in accordance with the conciliation procedure set forth herein.
- 17.1.2 Either Party may require such Dispute to be referred to a person nominated by each Party. Upon such reference, the persons nominated by each Party shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to arrive at an amicable resolution of the Dispute.
- 17.1.3 If, after such meeting between the Parties in accordance with Clause 17.1.2, the Dispute is not amicably resolved pursuant to the above as evidenced by the signing of the written terms of settlement within 30 (thirty) working days of the aforesaid notice in writing or such longer period as may be mutually agreed by the Parties then the dispute shall be referred to adjudication by the Arbitrators.

17.2 Arbitration

- 17.2.1 All disputes referred to arbitration by any Party in accordance with terms of this Contract, shall be finally resolved by arbitration panel consisting of three arbitrators, one each to be appointed by each Party within 7 (seven) days from the date of issuance of notice of arbitration by any Party and the third arbitrator to be jointly appointed by the two arbitrators appointed by the Parties within 7 (seven) days of appointment of second arbitrator.
- 17.2.2 The venue of the arbitration shall be Lucknow, Uttar Pradesh. The language of the arbitration shall be English. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act (the "Arbitration Act") and the Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi ("Rules"), which Rules are deemed to be incorporated by reference in this Article 17.
- 17.2.3 The Parties shall ensure that any arbitrator appointed to act under this Clause 17.2 will agree to be bound to certain confidentiality obligations with respect to the terms of the Contract and any information obtained during the course of the arbitration proceedings.
- 17.2.4 The arbitrators shall issue a reasoned Award.
- 17.2.5 The Parties undertake to carry out any decision or award of the arbitrators (the "Award") without delay. Awards relating to any Dispute shall be final and binding on the Parties as from the date they are made.
- 17.2.6 The Parties agree that an Award may be enforced against the Service Provider and/or Authority, as the case may be and their respective assets wherever situated.
- 17.2.7 This Contract and rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.


Authority
परिवार कल्याण, 70000
लखनऊ


Service Provider


70


Selected Bidder


17.3 Continuance of Performance

Performance of this Contract shall continue during any dispute resolution process referred to in this Clause 17.3.

17.4 Governing Law and Jurisdiction

The Contract shall be construed and interpreted in accordance with and governed by the laws of India, and subject to the provisions of Clause 17.3 and above, the courts at Lucknow shall have exclusive jurisdiction over Disputes arising out of or relating to this Contract.

(डॉ० नीला मुखर्जी)
सहायक निदेशक
परिचालन, ज० प्र०
लखनऊ

Service Provider
102 MOTHER CHILD SERVICES (MPS)
Sec'bad

71
Selected Bidder
GTR Emergency Management and Research Institute
Sec'bad

ARTICLE 18: MISCELLANEOUS PROVISIONS

18.1 Confidentiality

18.1.1 Confidential Information

All information or documentation provided by any Party to the other Party for the development of the Project in terms of this Contract, as well as the terms and conditions of this Contract (collectively "**Confidential Information**"), shall be considered as confidential and except as otherwise provided herein, may not be disclosed to third parties without the prior written consent of the disclosing Party, provided that any Party may grant access to the Confidential Information to (a) its employees and authorized agents, vendors, representatives and agents which access is necessary to fulfil the terms of this Contract, (b) the financing parties and (c) potential investors, lenders or partners in the Project (including its advisors, attorneys, consultants Service Provider and other designees), who shall be bound by the terms of this confidentiality arrangements.

18.1.2 Exclusions from Confidential Information

The Confidential Information shall not include information that (a) the receiving Party can demonstrate as rightfully in its possession prior to receiving it from the other Party; (b) is or becomes publicly known through no act omission or commission of the receiving Party; (c) is approved for release by written authorization of the disclosing Party; (d) is required to be disclosed by the receiving Party pursuant to legal requirements applicable to it or a legal process (so long as prior to furnishing such Confidential Information, the receiving Party notifies the disclosing Party and gives the disclosing Party the opportunity to object to the disclosure and/or to seek a protective order); provided, however, that any Confidential Information required to be so disclosed shall retain its confidential status for all other purposes; or (c) has been rightfully furnished to the receiving Party without any restriction on use or disclosure and not in violation of the rights of the other Party.

18.1.3 Survival of confidentiality obligation

The confidentiality obligations under this Article 18 shall remain in force and effects from the Effective Date and until 24 (twenty-four) months after termination of this Contract.

18.2 Intellectual or industrial property rights

The Service Provider shall be responsible to ensure that there is no infringement of any all intellectual or industrial property rights covering materials, materials, equipment, Specialized Components or process used in the execution of the works in terms of this Contract. The Service Provider shall alone be liable for any damage or claim for such infringement and shall keep the Authority indemnified in that regard. The Service Provider shall, at its own cost and expenses, defend all suits or proceedings that may be instituted for alleged infringement of any such intellectual or industrial property rights. In the event of any suit or proceedings instituted against the Authority, the same shall be defended at the cost and expenses of the Service Provider who shall also satisfy/comply the decree, order or award made against the Authority.


.....
नहानिदेशक
Authority
परिवार कल्याण, उ०प्र०
लखनऊ


.....
102 MOTHER CHILD SERVICES
Service Provider
Sec'bad

72
.....
Selected Bidder

GVK Emergency Management and Research Institute
Sec'bad

18.3 Notices

Any notice or other communication to be given under this Contract must be in writing and may be delivered or sent by post, fax or email to the Party to be served at its address as follows:

To Authority at: : Director General Family Welfare, Uttar Pradesh
9 Jagat Narayan Road, Lucknow,
Uttar Pradesh

To Service Provider at: : Mr. Dhananjay Kumar,
State Head,
102 Mother Child Services (UP)
CP-147, Sector D-1, LDA Colony,
Kanpur Road Yojana,
Lucknow- 226012
Email - dhananjay_kumar@emri.in
Phone No: 7230844444

To Selected Bidder at: : Mr. Rajesh Waghmare, Sr. Vice President
GVK Emergency Management and Research
Institute,
Devar Yamzal, Medchal Road,
Secunderabad – 500014
Andhra Pradesh
Mobile: +91 - 9918108108
Email: rajesh_waghmare@emri.in

or at such other address, fax number or email address as such Party may have notified to the other Party in accordance with this Clause 18.3.

18.4 Authority's Instructions

The Authority may issue to the Service Provider instructions which may be necessary for the Service Provider to perform its obligations under the Contract. Each instruction shall be given in writing and shall state the obligations to which relates and the Sub-clause (or other term of the Contract) in which the obligations are specified.

18.5 Assignment

The Service Provider cannot assign its rights and obligations under this Contract to any person.

18.6 Amendments

No purported alteration or amendment of this Contract shall be effective unless it is in writing, refers specifically to this Contract and is duly executed by each of the Parties to this Contract.


.....
(डा० के०के० मु०के०)
अतिरिक्त
Authority
परिवार कल्याण, उ०प्र०
.....


.....
Service Provider
102 MOTHER CHILD SERVICES (UP)
Sec'bad

73

.....
Selected Bidder
GVK Emergency Management and Research Institute
Sec'bad

18.7 Entirety

This Contract and together with the other contract documents and the schedules constitute complete and exclusive statement of the terms of this Contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless expressly previously approved in writing by the Authority and executed by the person expressly authorised by a resolution of Authority in this behalf.

18.8 No waiver

18.8.1 No waiver by any Party of any default or defaults by the other Party in the performance of any of the provisions of the Contract:

- shall operate or be construed as waiver of any other or further/ subsequent default or defaults or of other provisions of or obligations under this Contract;
- shall be effective unless it is in writing and is duly executed by the authorized representative of such Party; and
- shall affect the validity or enforceability of this Contract in any manner.

18.8.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms and conditions of the Contract nor time or other indulgence granted by one Party to the other shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right under this Contract, which shall remain in full force and effect.

18.9 Severability

If for any reason whatsoever any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner.

18.10 Relationship of the Parties

The Service Provider is appointed by the Authority as independent Service Provider dealing at arm's length, and this Contract shall not be interpreted or construed to create an association of persons, joint venture or partnership between the Parties or to impose any partnership, obligation or liability upon any Party. Notwithstanding anything contained in this Contract to the contrary, it is clarified that the intention of the Parties is not to carry on the business in common. Though there would be coordination between the Parties/Service Provider to ensure that the Project is completed within the agreed time frame, each Party/Service Provider shall be responsible for its identified Scope of Project in the Contract and expressly agrees to bear its own losses and retain all the profits arising from the performance of its Scope of Project. Each Party/Service Provider is individually responsible for employing capital and resources in executing individual Scope of Project and there exists no pooling of common assets/ resources and as corollary be independently responsible with respect to commercial risks associated with performance or negligence/ or breach relating to individual Scope of Project.


 (डॉ० नीला सुखा)
 Authority
 परिवार कल्याण, उ०प्र०
 लखनऊ


 Service Provider


74

 Selected Bidder


18.11 Successors and assigns

This Contract shall be binding upon, and inure to the benefit of the Parties and its successors and permitted assigns.

18.12 Counterparts

This Contract may be executed in any number of counterparts, whether signed originally or reproduced by facsimile, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

18.13 Language:

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English language.

18.14 Exclusion of Implied Warranties etc.

This Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other Contract between the Parties or any representation by either Party not contained in a binding legal Contract executed by both Parties.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties have executed this Contract as of the date first set forth above.

EXECUTED by, acting by the Authority.

(डॉ० नीना गुप्ता)
सहायिदेशक
परिवार कल्याण, उ०प्र०
लखनऊ

Name: Dr. Neena Gupta

Designation: Director General Family Welfare, Uttar Pradesh

in the presence of:

Witness's Signature:

Name : PARAG VARADPANDE.

Address : NATIONAL HEALTH MISSION
VISHAL COMPLEX, 19-A, VIDHAN SABHA MARG
LUCKNOW- U.P.

EXECUTED by, acting by the Service Provider [102 Mother Child Services (UP)]



K Krishnam Raju
Authorised Signatory

(डॉ० नीना गुप्ता)
सहायिदेशक
परिवार कल्याण, उ०प्र०
लखनऊ

Service Provider



Selected Bidder



Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

In the presence of:

Witness's Signature:

Premil Sah

Name : PREMIL SAH

Address : 102 Mother Child Services UP,
CP-147, SecD-1 LDA COLONY
Kanpur Road VOJHA LUCKNOW

EXECUTED by, acting by the Selected Bidder (GVK Emergency Management and Research Institute)

Subodh Satyawadi

Mr. Subodh Satyawadi

President



In the presence of:

Witness's Signature:

Rajesh Waghmare

Name : RAJESH WAGHMAKE

Address : GVK EMRT, Dwar Yamal, Medical Road,
Secunderbad . 500014

[Signature]
Authority
कक्षा १, ३०१०
लखनऊ

[Signature]
Service Provider
102 MOTHER CHILD SERVICES
Sec'bad

[Signature]
76
Selected Bidder
GVK Emergency Management and Research Institute
Sec'bad

SCHEDULE 1 – SCOPE OF WORK

1. 102 Ambulatory Transport - Scope of Services:

- 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 sterilization in Govt. healthcare facilities/sterilization camps (day care surgery)

2. Model for Service Delivery

The structure of "102 Ambulatory Transport Service" delivery model will comprise of following components

- i. Setup and operationalize a Centralized Call Centre (CCC) having at least 220 seats to receive and handle phone calls from general public. The CCC seats for receiving phone calls and dispatching Ambulances, associated equipment and manpower shall be increased in the ratio of 1 per 10 Ambulances added.
- ii. Provide 24*7 Ambulance Services (free of cost to end user), using the equipped fleet of 2270 Ambulances.
- iii. Promote public awareness of the 102 NAS through campaigns and promotions in the state. Service Provider shall submit monthly and yearly plan to the Authority, for the activities it intends to undertake for promoting public awareness.
- iv. In addition to the above the Service Provider is responsible for overall project management and administration for the assignment and should have the associated management structures in place.

Operations will be handled as follows:

- a) All the calls will be received by the Centralized Call Center (CCC)
- b) Centralized Call Center will be contacted by the patient/patient relative/ASHA/Health Facility personnel using toll free "102" number


 Authority
 (Signature)
 अधिकारी
 प्रशासन, 102
 वाहन सेवा


 Service Provider
 (Signature)
 102 MOTHER CHILD SERVICES
 Sec'bad

77
 Selected Bidder
 (Signature)
 Sec'bad
 GVK Energy Management and Research Institute

- c) Centralized Call Center (CCC) will determine the location, nature of Patient – Pregnant Women/ Neonates/Infants, condition etc.
- d) An Ambulance will be dispatched from the nearest location
- e) Pregnant Woman: To the nearest designated facility, if the nearest designated facility is unable to handle, then on advice of MO/Nurse of the designated facility, transfer the patient to nearest higher facility.
- f) Infants: To the nearest designated facility. If the nearest designated facility unable to handle then transfer the patient to higher facility as per advice.
- g) Doctor(s) will be stationed round the clock at Centralized Call Center. In case of emergency he/she will guide the Ambulance Staff for handling emergency.
- h) Seats should be allocated for personnel from the Police department at the CCC to ensure smooth handling of medico-legal cases. The CCC shall ensure smooth transfer of calls from UP 100 to the CCC and vice versa.
- i) The Service Provider shall use its best efforts to ensure that Aadhaar number or any other Government of India/Government of Uttar Pradesh recognised identity proof is used as unique identifier for the beneficiaries. To the extent possible and with the consent of the beneficiary, such authentication of beneficiaries shall be used for verification. However, Service Provider shall not deny services to any beneficiary in absence of or failure of such authentication.

3. Centralized Call Centre (CCC)

- i. The CCC will be a 24x7 call centre, that will receive emergency phone calls from any part of the State and Service Provider should suitably expand the infrastructure of the CCC to meet the performance standards.
- ii. The CCC shall have capacity of at least 220 seats for receiving emergency calls and dispatching Ambulances (in the ratio of 1:10). The CCC seats for receiving emergency calls and dispatching Ambulances, associated equipment and manpower shall be increased in the ratio of 1 per 10 Ambulances added.
- iii. The Service Provider shall be responsible for operating and maintaining a dedicated telephone line and number where users in the Area of Operation can lodge their grievances and
- iv. IVRS based feedback system shall be installed for seeking feedback regarding the Ambulance Services.

3.1 Toll free phone number "102"

- i. A toll free phone number " 102 " that connects to the CCC should be acquired by the Authority and the Authority shall bear all the expenses for the usage of the Toll Free Number for the purpose of this project during the Agreement Period.
- ii. The toll free number may change in the future, as per directives of the Government to move to a single emergency number. The Service Provider shall


 (Signature)
 सहाय निदेशक
 परिवार कल्याण, लखनऊ
 लखनऊ


 Service Provider



 Selected Bidder


ensure that the toll free number shall be accessible to callers at all times and for this purpose shall ensure that the Toll Free Number shall be upgraded to consist of a minimum of 16 PRI lines for the state.

- iii. The CCC will need to comply with the following:
 - a) At least 90% phone calls received at the ERC should be answered within 20 seconds of the first ring / beep
 - b) The Call Service Provider receiving the call shall input the caller and patient information in the CCC software and identify the location of the caller and patient.
 - c) The call service provider can consult the physician available within the CCC, in order to categorize the case based on the information provided by the caller/ beneficiary.
 - d) If it is an emergency case or not related to the scope of service of 102, the Service Provider will transfer the call to "108" EMTS Service.
 - e) The Service Provider shall ensure and procure an efficient system so that the GPS tracking and the CCC software detects the Ambulance closest to the site of beneficiary and the Ambulance driver thereof shall receive a notification on the mobile application to reach the site of emergency as well as providing a notification stating the location of the nearest available medical facility. The Call Service Provider may communicate with the Ambulance driver through mobile phone and through the mobile application and/or SMS to provide further instructions if need be. Further, the GPS tracking application and the map therein shall provide the Call Service Provider and the Ambulance driver details of the nearest medical facilities close to the site of beneficiary.
 - f) Once the Ambulance is assigned, the caller shall be intimated through an automated SMS (when call received from mobile phones) the details of the dispatched Ambulance including vehicle number, driver name and contact number. The SMS shall also include a web link which shall depict the live location of the assigned Ambulance with the estimated arrival time of that Ambulance. This live location shall be updated on real time based on the movement of that Ambulance.
 - g) While the Ambulance is in transit to the site of beneficiary/ caller, the call Service Provider will instruct the caller to provide basic first aid to the patient, if possible.
 - h) Parallely, through an automated SMS system, the CCC will inform the nearest designated facility, the details of the patient and the nearest pediatrician or Sick New Born Care Center in case of a neonate transfer. As soon as the facility will receive the alert they can ensure that the necessary human resource and equipment are available at the facility. In case of otherwise the call centre and the driver should be notified


 Authority
 परिवार कल्याण, २००७
 लखनऊ


 Service Provider



 Selected Bidder


immediately by the facility.

- i) Along with the abovementioned obligations, the Service Provider shall be responsible for operating and maintaining a dedicated telephone line and number where users in the Area of Operation can lodge their grievances and provide their feedback regarding the Ambulance Services, from time to time.

3.2 Integration of CCC with ARC (ALS Response Centre) of the ALS Ambulance Service Provider

- i. The Service Provider shall integrate its CCC with ARC (ALS Response Centre) of the ALS Ambulance Service Provider, since general public can make calls to the CCC for seeking ALS Ambulance Services.
- ii. The Service Provider shall agree on protocols for transferring the calls from general public to ARC (ALS Response Centre) and receiving the requests from ARC for Ambulance, in case ALS Ambulance is not available.
- iii. The Service Provider shall train the CCC call centre executives to identify ALS (Advanced Life Support) cases basis criteria agreed with Authority

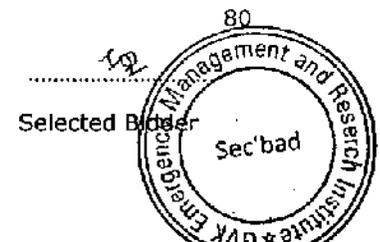
3.3 Infrastructure specification

- i. The Operator should ensure that the CCC should have adequate staff and seating capacity to meet the performance levels as given a Schedule 3.
- ii. In addition to seating capacity above, CCC should have sufficient space to accommodate H/W , furniture, other equipment and support staff

3.4 Broad system requirements for the CCC

- i. Built on Open Standards and should have Web Interface for client access.
- ii. GPS / GPRS technology with GIS interface for real-time tracking of all Ambulances and graphical display of their position on a map should be used as appropriate.
- iii. Vehicle positioning accuracy should be a minimum of 50 metres.
- iv. Provide information about the vehicle including time, day, GPS coordinates, direction, speed, distance travelled, etc. updated on real-time basis.
- v. Recognize the geographical area of the caller based on the incoming call number and should also assist the CCC personnel in identifying the Ambulance nearest to the caller.
- vi. Procure legally valid maps based on GIS for its CCC operations as well as Ambulances. It shall procure GPS-GIS system from authorised agencies before launching the project operation.

(सा. मी. ज. कु. मी.)
सहायक निदेशक
Authority
व्यवस्थापन, उत्तर प्रदेश
राजधानी



- vii. Mobile phone for maintaining communication with the Ambulances. Key personnel at the ERC and Ambulances shall have mobile phones to communicate with each other.
- viii. Develop caller database, and should prompt with required information in case of repeat calls.
- ix. Integration of CCC with mobile application deployed through smart phone devices in every Ambulance, for real time tacking and real time status of the Ambulances.
- x. Integration of CCC with SMS gateway for immediate information or notification of ambulance dispatch details with mobile number of Driver to the concerned caller.
- xi. Prevent loss of Ambulance data in the event of failure of equipment or communication network.
- xii. Provide for necessary validations / alerts to avoid wrong entries or to prompt in case of wrong entries.
- xiii. Necessary backup mechanism to safeguard data in case of failure of equipment.
- xiv. Arrangements to ensure that all data is backed up in a remote storage server in case of a disaster or any other event leads to destruction of the stored data.
- xv. The operating system to be used should be standard.
- xvi. CCC must have provision for alert for swapping / change /tampering of the GPS system in Ambulances

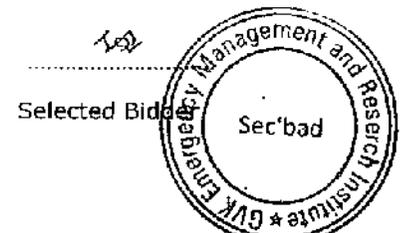
3.5 Technical Specifications (Hardware and Software) for the CCC

- i. The Service Provider shall develop a suitable integrated solution including Computer Technology Integration, Voice logger system, Geographic Information systems (GIS), Geographical positioning systems (GPS), Automatic vehicle Location & Tracking (AVLT), Computer Aided Dispatch (CAD) and mobile communication systems.
- ii. The Authority shall provide Service Provider with existing available equipment and technology including software, which has been deployed in the present CCC being run by the current Service Provider.
- iii. The Service Provider shall be responsible for setting-up of a new CCC using the existing equipment and technology including software.
- iv. The CCC equipment and technology including software, are in operative condition, however if the Service Provider need to upgrade or replace the existing equipment or technology including software, then it shall do so at its own cost.
- v. The Service Provider shall procure, at its own cost, additional equipment and

81



आर्य समाज
दिल्ली
Authority
कल्याण, २०१०
राज्यपाल



provision CCC manpower, in-case there is an increase in number of Ambulances. The CCC seats for receiving emergency calls and dispatching Ambulances, associated equipment and manpower shall be increased in the ratio of 1 per 10 Ambulances added.

Minimum Specification for IT Infrastructure at the call centre

Sl. No	Particulars
1	Minimum seating capacity as specified earlier
2	The call centre / control room should have separate rooms for the Director, Administration and Finance Head, IT Head, an accounts and administrator's room, Operations Head room, a store room for equipment, a pantry and a room meant for the peons and other support staff;
3	File Server
4	Workstations
	-Call Service Providers
	-Case closing/ follow ups
	-Doctors/ Physicians
	-Supervisors
	-Other Executives
5	Hardware
	Network laser printer
	Laser printer
	Router
	Switches
	License based VOIP software
	Structured Cabling
	42U Rack for server
	9U rack for switches
	24 port patch panels
	Patch cables Cat6 E 2 Mtr
	Patch cables Cat6 E 1 Mtr
	Genset (as per load requirements)
	EPABX Machine(s) with requisite software and attachments
	Internet Lease Line
6	Software
	Firewall (antivirus)
	Server Software
	Operating system
	UP System
7	GPS System Software Controlled
	Microsoft Windows Server
	GPS Navigation System
	Geographic Information systems (GIS)

Authority

परिचर कक्षा, डॉ०
बृजपुर

Service Provider



Selected Bidder

Sec'bad



Automatic Vehicle Location & Tracking (AVLT)
Computer Aided Dispatch (CAD)

The above listed Hardware and Software Specifications are indicative and the Service Provider shall decide the Specifications (Hardware and Software) for the CCC as per its requirement.

4. Integration of software and systems

- i. The Service Provider shall provide automatic integration of call receipt and response software with Fleet management system, satellite based GPS fleet tracking system and any other software required for automatic operations from the time a call lands in the CCC to the beneficiary being dropped at the destination.
- ii. The Service Provider shall ensure that all software mentioned above and the data generated therein are automatically interlinked and is made interoperable with the mobile based application designed for the Project. Provided further that the Service Provider shall be obligated to further develop the mobile application so as to ensure that data can be accessed on the mobile application.
- 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.
- iv. All the softwares should be integrated with the Monitoring Application developed for the Authority to ensure smooth monitoring of services under the Project.
- v. Furthermore, the Service Provider shall develop the Monitoring Application as per the instructions and directions issued by the Authority from time to time and in accordance with the format and specifications provided by the Authority. This Monitoring Application shall be capable of capturing the data generated from the ERC software, the GPS tracking application, the fleet management application and other related software and shall display such data in the manner and method specified by the Authority.
- vi. The Service Provider shall ensure that the MIS dashboard developed as a part of the Monitoring Application shall at the minimum consist of the reports in the


Authority
102 National Ambulance Services
Uttar Pradesh


Service Provider



Selected Bidder


formats specified in Schedules 4 and 7. Furthermore, the Service Provider shall be obligated to update the MIS with data and information in accordance with the instructions of the Authority and in the reporting format specified by the Authority from time to time.

- vii. Should the Authority require any of this information to be made available at CMO/Concerned Supervisors level, the Authority shall ensure that compatible mobile phones containing the mobile application or equipment (computer) is made available by Authority at such CMO/concerned Supervisory officers level.
- viii. The Service Provider shall provide online access of real time information of the softwares deployed for the Project including a MIS dashboard to the Authority for real time monitoring.

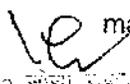
5. Staffing and Training

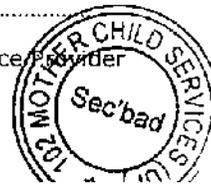
i. Ambulance Personnel

- a) Emergency Medicine Technician (EMT) should be suitably trained to provide basic care and treatment to patients at patient site and en-route to health facility and assist deliveries that happen at patient site or in Ambulance during transit.
- b) The Driver shall be trained in driving of Ambulance and shall also be trained in BLS
- c) The Service Provider shall develop a curriculum, based on curriculum recognized by institute of national or international repute, for training of EMT and shall get its approval from the authority.

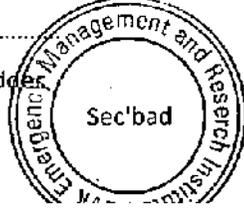
ii. Centralized Call Centre (CCC) Personnel

- a) The Service Provider shall deploy Physicians round the clock at the Centralized Call Centre (CCC) who shall be trained to handle situations of emergency related to pregnancy and sick neonates/ infants.
- b) The first point of contact for the caller for an Ambulance is the CCC personnel at the CCC who receives the calls. During this brief interaction, key information is gathered regarding location/address of Patient, nature of service require i.e. pickup or drop back etc. based on which an Ambulance is dispatched. These officers will be trained not only on soft skills to demonstrate empathy while talking to the person in distress over phone, but also on the protocols pertaining to the receipt of calls, standard questions to ask, information clarification techniques (as and when necessary for cases wherein the caller is hysteric in nature or too tense to share information properly). Similarly, the Call officers will have to be familiarized with the equipment (GPS/GIS systems) they work with, communication protocol and techniques with respect to the Ambulance personnel etc. The Service Provider shall ensure that CCC manpower adequately trained to handle an event created through UP


 (सो मोला मुदा)
 प्रहानिदेशक
 अखिल कल्याण, ७०००
 लखनऊ
 Authority


 Service Provider


84

 Selected Bidder


- 100, Fire services or other Emergency services.
- c) The CCC Personnel training curriculum will also include a module on the various types and extent of emergencies that may occur. This will facilitate better communications with the Ambulance personnel. Thus, the selected Service Provider needs to lay down protocols for training of CCC personnel to ensure smooth and efficient operations. Such human resource will essentially be trained at the time of induction and provisions need to be in place to monitor their activities through random check.
- d) The other administrative staff, team leaders, deployed in the CCC shall be trained by the Service Provider on back office operations like working on the software being used in the CCC and taking regular scheduled back-up of data every day.
- e) In addition to the specific trainings the following trainings shall be applicable for all personnel working on the Project.

S. No.	Type of training	Staff applicability	Minimum duration	Topics to be covered
1	Induction (before joining the operations)	All	1 day	<ul style="list-style-type: none"> - About JSY/ JSSK - ALS/ BLS techniques - 102 NAS operation protocols - Soft skills (including handling patients, their attendants and communication skills) - Technical skills related to the job profiles
2	Refresher (every 6 months)	All	1 day	<ul style="list-style-type: none"> - About JSY/ JSSK - ALS/ BLS techniques - 102 NAS operation protocols - Soft skills (including handling patients, their attendants and communication skills) - Technical skills related to the job profiles

6. Infrastructure

i. Ambulance


 (डा० नील कुंज)
 सहायक
 निदेशक, उ०प्र०
 लखनऊ
 Authority


 Service Provider


85


 Selected Bidder


80

- a) The list of equipment as provided at Schedule 6 should be adhered to while procuring the Vehicle Equipment, Medical Equipment and consumables for Ambulances.
- b) The presently deployed fleet of 2270 Ambulances have already been equipped with the list of equipment provided in Schedule 6 and shall be transferred to the Service Provider on 'as is where is basis'. The newly procured, ambulances shall be equipped by the Service Provider as per Schedule 6 of the document.
- c) The current fleet of 2270 Ambulances at the time of final handover as specified in this Contract shall be in operational and roadworthy condition so as to enable the Service Provider to immediately operationalize such Ambulances in accordance with the timelines stipulated in Schedule 2.
- d) If required, the Service Provider shall repair/rectify/replace the equipment installed in the existing Ambulances, which becomes non-functional during the course of operations.
- e) The 1544 new vehicles to be procured shall be handed over to the Service Provider as per the timelines provided in Schedule 2.
- f) The Service Provider shall provide in every Ambulance, a smart mobile phone, integrated with app based technology, for real-time tracking, recording and reporting of Ambulance operations including information related to case/incident closure (both time and distance). The mobile application should consist of an offline map which displays the list of medical facilities and hospitals.

ii. Procurement

- a) The Authority will procure new vehicles for the Ambulances as per the provisions of this Contract.
- b) The fabrication of the Ambulances shall be done by the Service Provider. The associated equipment based on the specifications provided would be procured by the Service Provider.
- c) Ambulances which become due for replacement shall be identified by the Service Provider and intimated to the Authority as per the terms of this Contract.
- d) Additionally, the procurement of hardware equipment and software for all aspects of the Project shall be done by the Servicer Provider.
- e) The Service Provider shall be responsible for establishing, staffing and maintenance of the Project Facilities including the CCC till the end of the Contract Period.

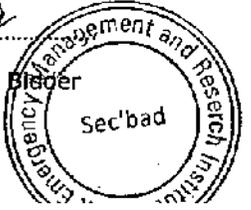
iii. Operations and Maintenance

- a) The Ambulances should be regularly serviced and maintained by the Service Provider to reduce the risk of breakdown. The responsibility for maintenance will lie with the Service Provider. The Service Provider shall ensure that not more than 5% of the Ambulances shall be nonoperational


 (उ० प्र० अ०) कक्षा-१
 कक्षा-१
 Authority कल्याण, क०००
 कल्याण


 Service Provider


86

 Selected Bidder


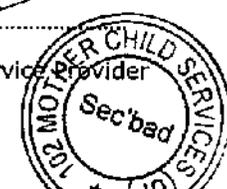
on any given day, after the Commencement Date, during the Contract Period. The Service Provider shall arrange alternative Ambulances of similar type to cover up for the shortfall, if any, in number of Ambulances below 95% and such Ambulances would be counted in the number of operational Ambulances

- b) The vehicles shall fully comply with the stipulated requirements enforced by the Government of India and the Government of Uttar Pradesh. The Service Provider shall operate and maintain the Project Facilities in good and working order with appropriate maintenance and repair and if required, modify, repair, replace and improve the facilities to comply with Applicable laws and effective discharge of services.
- c) Clause stands deleted.
- d) Ambulances which have been declared as total loss due to accident or any other incident, shall be promptly replaced by Service Provider at its own cost and transferred in the name of the Authority.
- e) Ambulances which are handed over upon the expiry or earlier Termination of the Agreement, should be in operative and road worthy condition, although normal wear and tear is permissible. In case the Ambulance is found not to be road worthy, then the cost of repair or residual value of the vehicle assessed by a licensed surveyor, as per IRDA rules shall be recovered from the Service Provider. Such a licensed surveyor shall be appointed by the Authority at its discretion and Service Provider shall agree to the evaluation results. All the costs related to repair/residual value and fee of licensed surveyor shall be recovered from the Performance Security.
- f) The Service Provider shall operate and maintain the Project Facilities in a good and working order with appropriate maintenance and repair and if required, modify, repair, replace and improve the facilities to comply with Applicable laws and effective discharge of services.
- g) The Service Provider shall maintain an Asset Register of the Project, detailing the equipment and technology including software provided by the Authority, and shall also include in the Asset Register the Equipment/software/technology procured by the Service Provider.
- h) The Service Provider shall inform the Authority, before scrapping or replacing any Project related equipment. In such a case the said scrapped/replaced equipment shall be returned to the Authority and the Asset Register shall be appropriately updated.
- i) Damages as given in Schedule 5, shall be imposed on the Service Provider for Ambulances which have been off road due to accidents beyond off road time specified in Schedule 3.

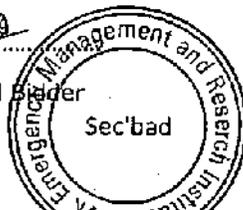
iv. Land and Building

- a) The Authority will provide the space to park the Ambulances at the public health facilities within the districts.
- b) The setting up, renting, maintenance, and management of CCC premises will be the responsibility of the Service Provider and should be factored into


 (डॉ० नीला कुमारी)
 सहायक निदेशक
 परिवार कल्याण, डॉ०
 Authority
 लखनऊ


 Service Provider


87

 Selected Bidder


the bid amount quoted by Service Provider.

v. Medical Consumables and Disposables

- a) Specification: Each Ambulance shall be permanently stocked with the essential, good quality consumables as per the list provided at Schedule 6 and as may be required based on the experience of the Service Provider. These medical consumables should be made available throughout the year. The list will have additions/deletions based on local needs and capabilities and should be updated every year. Details of the consumables all Ambulances are required to carry is also provided at Schedule 6.
- b) Procurement of Medical Supplies: All medical consumables, disposables, consumables and supplies will be procured by the Service Provider from the open market subject to compliance with quality standards laid down by the State.

7. Community Awareness and Emergency Preparedness

- a) Raising awareness about safe/ institutional delivery will be the joint responsibility of the Service Provider and the Authority. The Service Provider will be responsible to promote the toll free number to access the Ambulances in alignment with the Service Providers' roll out of services across the state. The Service Provider will advertise this service to create awareness among the people it serves and thereby increase uptake of services. The Authority will be responsible for ensuring that promotional messages on the uptake of Ambulance services are incorporated into existing campaigns where appropriate.
- b) The Service Provider shall coordinate with District Health Society, CHCs, voluntary workers (such as local ASHA workers) and others, to increase awareness of the need to use Ambulance services for transporting pregnant mothers for institutional delivery. The Service Provider shall make sure at least one meeting with ASHAs in each blocks in every quarter.
- c) The Service Provider shall submit monthly and yearly plan to the Authority, for the activities it intends to undertake for promoting public awareness.

8. Definition of 'Trip'

The word 'Trip' as referred to in this Schedule 1 or anywhere in this Agreement shall mean any one of the following journeys of the Ambulance:

- i. Journey from the base point/point at which the Ambulance personnel accepts the case to the pick-up site of the beneficiary and dropping the beneficiary to the nearest designated health facility.
 - a) The Service Provider shall transport only one Beneficiary in this situation
 - b) Each such journey shall be counted as 1 trip
 - c) In the event of onsite delivery if the patient or their family members make a request to the Service Provider that the patient should not be taken to the nearest facility, the Service Provider shall obtain a duly signed Certificate from


.....
(डॉ० नरेश कुमार)
Authority/अधिकारी
परिवार कल्याण, उ०प्र०
लखनऊ


.....
Service Provider



.....
Selected Bidder
88


- the patient or its family member to that effect. The Certificate shall also be attested by two witnesses, one of which shall preferably be of ASHA/ Sarpanch/ Gram Pradhan. The Service Provider shall submit the said Certificate to the Authority and on submission of such Certificate by the Service Provider, the services provided by the Service Provider as above will be accepted as a Trip under the Agreement.
- ii. In case the health facility advises that the patient be taken to another health facility, as referred by the on duty doctor/Nurses, the journey to the other health facility;
 - a) The Service Provider shall transport only one Beneficiary in this situation
 - b) Each inter facility transfer within district where Ambulance is stationed shall be counted as one trip and shall be considered as 2 trips in the case of otherwise.
 - iii. Journey from the health facility to home for dropping the Beneficiary
 - a) The Service Provider shall transport a maximum of three beneficiaries in this situation
 - b) If Service Provider transports one patient at a time per vehicle for drop back it will be counted as 0.80 trips
 - c) If Service Provider transport two patients at a time per vehicle for drop back it will be counted as 1.50 trips
 - iv. If Service Provider transport three patients at a time per vehicle for drop back it will be counted as 2.00 trips
 - a) Drop back the patient to another district will be counted double trip for each case given above in serial no (iii).

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. For avoidance of doubt it is clarified that the distance shall be measured for travelling to execute the trips. It shall not include the distances travelled for repair, maintenance etc.

10. Grievance Redressal

- a) The Service Provider shall ensure that for the purpose of the Project there shall be dedicated grievance redressal mechanism in place. For this purpose, the Service Provider shall ensure that a minimum of 5% of the seats at the CCC shall be dedicated towards grievance redressal.
- b) A grievance can be lodged with respect to the Ambulance Services through telephone via the 102 telephone number or a grievance may also be lodged through social media channels-WhatsApp, Twitter and Facebook.
- c) The Service Provider shall ensure that, upon a caller dialing the 102 Toll Free Number to lodge a grievance, the Call Centre Officer at the CCC shall promptly direct the caller to the CCC personnel staffed at the seats reserved specifically for the purpose of grievance redressal so as to enable the caller to lodge a

Authority

प्रतिवार कल्याण, 30/06/2023

Service Provider



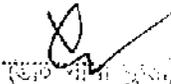
Selected Bidder



- grievance regarding the quality of the Ambulance Services.
- d) The social media handles shall be provided by the Authority to the Service Provider and the Service Provider shall ensure that adequate number of personnel shall be earmarked to monitor and respond to the grievances received from the social media handles.
- e) The Service Provider shall ensure that the grievances which are lodged shall be remedied within 24 hours. Provided that in the case of grievances related to Non-Response Default and non allotment of Ambulance within stipulated timelines from the end of the call, the same shall be escalated to the Call Centre Officer's supervisor. The CCC software shall ensure that this escalation shall take place automatically. In case the Ambulance is not allotted within 10 minutes from the end of the call, the issue shall be escalated to the CMO of the district and the CMO shall escalate the matter with the authorized representatives of the Service Provider and ensure that the Ambulance is allotted.
- f) The Authority shall its discretion and as per timelines decided by it conduct an audit on the grievance redressal system to ensure that the system is operating in accordance with the terms of the Contract and the performance standards laid down herein.
- g) The Service Provider shall, on a weekly basis, provide the logs and records for each grievance which was lodged and the resolution thereof in the manner as specified by the Authority.
- h) In case the logs and records show that the Service Provider has not been able to resolve any grievance, the Authority shall ensure that the said grievance is escalated for resolution, to the Managing Director, National Health Mission, Uttar Pradesh and if not resolved therein within [21] days of such escalation, then it shall be escalated further to the Secretary, Department of Medical Health and Family Welfare, Uttar Pradesh.

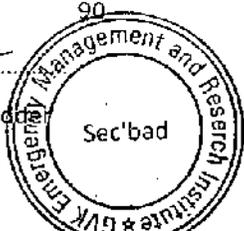
11. Feedback on calls received

- a) The Service Provider shall put in place a robust feedback system for all calls which are received on the 102 Toll Free Number. Feedback shall be taken from callers who have called for Ambulance Services as well as for grievance redressal.
- b) Any caller who has called on the 102 Toll Free Number shall receive a call from the IVRS system within 48 hours of the original call ("Feedback Call"). The Feedback Call shall request for a feedback on the quality of Ambulance Services and/or satisfaction regarding the manner in which the grievance was addressed.
- c) The feedback from the caller shall be provided on a scale of 1-5 with 1- Very Poor; 2- Poor; 3- Average; 4- Good; 5- Very Good.
- d) Damages shall be levied as specified in Schedule 5 if the feedback regarding the quality of Ambulance Services or the manner of grievance redressal is not in accordance to the performance indicators provided in Schedule 5.
- e) The Authority shall from time to time have the right to audit the feedback system provided by the Service Provider to ensure that the procedure is in line with the terms of the Contract.


 (सह सचिव सुदर)
 Authority सचिव
 परिदार कल्याण, संतो
 राखवत


 Service Provider



 Selected Bidder


- f) At the end of every week the Service Provider shall provide the call logs/ records for the feedback received of every call (both for Ambulance Services and for grievance redressal) in the manner as specified by the Authority so as to verify whether the feedback process has complied with the performance indicators specified in Schedule 5.


 (Dr. सीमा मुखर्जी)
 महा निदेशक
 परिवार कल्याण, सं०
 लखनऊ
 Authority


 Service Provider


91

 Selected Bidder


SCHEDULE 2 – PROJECT PHASING ACTIVITIES

1. Handover of existing Project Facilities

a) The handover of existing Project Facilities shall take place as per the timeline mentioned below:

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 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

- b) The Service Provider shall fully operationalize the CCC with minimum 220 seats as on the Commencement Date.
- c) The Service Provider shall ensure that there is no disruption in the services while taking over from the Existing Operator. The Authority shall assist in taking over of the Project Facilities. Any disruption in the Services shall be treated as delay in commencement of Ambulance Services and Damages stated in Clause 1 (i) of Schedule 5 shall be levied on the Service Provider.
- d) The above timelines shall not be extended, except in case of Force Majeure Events. If any Force Majeure Events occurs and Service Provider requests the Authority for extension of time, giving reason for such request, the Authority may, at its sole discretion, agree to extend the timelines by a period for which effect of such Force Majeure Events subsists.

2. Handover of 1544 new Ambulances as replacement for 1544 old Ambulances.

a) The Authority shall handover 1544 new Ambulances (as replacement of 1544 old Ambulances being handed over) to the Service Provider within 6 months of the Commencement Date.

3. Operationalisation of new Ambulances

a) The Service Provider shall within 120 days from the date of handover of a particular new Ambulance ensure that each new Ambulance is equipped and refurbished in accordance with the Specifications mentioned in Schedule 6 as well as operationalized and ensure compliance with Clause 3.6.


 (Dr. Anil Kumar)
 जलनिर्देशक
 Authority
 परिवार कल्याण, लखनऊ
 लखनऊ


 Service Provider


101
 Selected Bidder


SCHEDULE 3 – PERFORMANCE STANDARDS AND OPERATING PROTOCOLS

Performance standards for Ambulances

The Service Provider shall meet following performance standards for the Ambulance operations:

1. Response Time standards

- i. The Ambulance should reach the site of emergency within the following prescribed time ("Response Time" standard).
 - a. Response Time for urban areas should be maximum of 20 minutes
 - b. Response Time for rural areas should be maximum of 30 minutes
- ii. For the purpose of this Agreement, Response time is defined as the time taken to reach the site of emergency after the call is ended at the CCC.
- iii. The Response Time calculations shall be calculated from the time a call is ended as defined in (a) below till the time Service Provider's Ambulance arrives on scene as defined in (b) below or is cancelled by the CCC.
 - a. Time of Call Ending - shall be defined as the time at which the CCC has ended a call through telephone or any other source.
 - b. Time of Arrival on Scene - shall mean the time at which an Ambulance staff (the driver) notifies the CCC and/or updates the status on mobile application, that the Ambulance has reached the nearest public access point to the beneficiary.
- iv. For the purpose of this Agreement, Emergency Calls is defined all calls for providing Ambulance request requiring the response as per the Standard Operating Protocols for CCC approved by the Authority. It shall exclude all hoax calls, repeat call, crank calls, calls without address of patient, other emergency calls like police & fire and calls. It is clarified that non-response to hoax calls, repeat calls, crank calls or calls that did not provide an address for the Patient will not be taken into account while determining adherence to Response Time standards by the Service Provider. Response Time standards shall apply to all Ambulance requests requiring a response as determined by the Centralized Call Centre (CCC) using call screening and dispatch protocols approved by the Authority and only such calls shall be used for the purposes of determining adherence to response time standards.

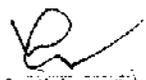
2. Default in Ambulance performance standard

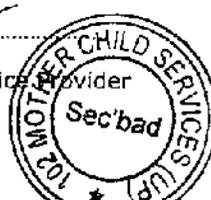
i. Response Time Default

- a. It is defined as the Failure of Ambulances to meet the agreed standard, as given in Clause 1 of the Schedule 3 of this Agreement, in reaching the Beneficiary.

ii. Non Response Default

- a. It is the responsibility of the Service Provider to record all calls including those which are not responded to (non- response calls). Each time the Service


.....
(डॉ०. नीरज मुखर्जी)
सहायक निदेशक
परिवहन कल्याण, संतोष
राजमठ
Authority


.....
Service Provider


93

.....
Selected Bidder


Provider fails to respond to, or is unable to respond to a call (i.e. the call receives no response), and such incident requires an Ambulance response in accordance with Dispatch Protocols, it shall be a Non Response Default.

- b. 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.
- c. All such instances shall be reported by Service Provider to the Authority with due explanation of the reasons as per format finalized with the Authority by 12:00 hours on the following working day.

iii. **Random checks**

- a. Based on random checks made by the Authority or its Representative if it is ascertained that a Non Response Default as defined in the Draft Agreement has occurred penal action shall be taken. Each instance of a failed response (Non Response Default) shall be evaluated by the Authority to determine the threat to the public health and safety and the need to initiate the provisions of compensation or a breach of contract in accordance with the Agreement.

iv. **Tolerance for Defaults**

- 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.

3. **Performance standards for the Centralized Call centre**

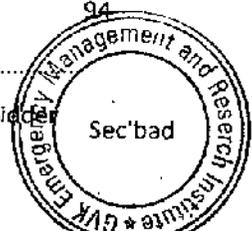
The Service Provider shall meet following performance standards for the CCC operations:

- (i) 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.
- (ii) From the time of receipt of call at the CCC the Ambulance must be dispatched in 240 seconds.
- (iii) The Dispatch Protocols to be followed should be formulated by the Service Provider and approved by the Authority


 Authority
 प्रमुख अधिकारी, 102
 नेशनल एम्बुलेंस सर्विसेस (यूपी)
 एन.ए.सी. बिल्डिंग, एन.ए.सी. रोड,
 नया दिल्ली-110002


 Service Provider



 Selected Bidder


- (iv) In case of calls landing at the CCC and all Call officers being busy, the system should provide a suitable audio message to the caller for him/her to understand that his call is on wait. However, this will not absolve the Service Provider from meeting the performance standards of this Contract.
- (v) The Service Provider should ensure that the CCC should have adequate staff, equipment, seating capacity, and other facilities to meet the performance standards mentioned above.
- (vi) The Service Provider should suitably expand the infrastructure of the CCC to meet the performance standards mentioned above.

In case the Service Provider is unable to meet the Performance Standards for CCC as prescribed in this Schedule 3, it will be liable to pay damages as provided in Schedule 5 of this Agreement.

4. Guidelines for preparation of the Standard Operating Procedures and Standard Ambulance Operating Protocol

4.1 Standard Operating Procedures

- i. The Service Provider shall, within 30 days from the Effective Date, develop and submit to the Authority Standard Operating Procedures (SOP) for entire operations of the Project including Ambulances and Centralized Call Centre operations for acceptance and approval by the Authority.
- ii. The Standard Operating Procedures to be developed by the Service Provider shall mandatorily contain the following topics and heads:

1. Purpose and Scope of services [*Define purpose & detail out broad scope*]
2. CCC call handling & Dispatch protocols [*Define CCC call handling process & dispatch protocol*]
 - a. Roles & Responsibility [*Define duties of CCC personnel*]
 - b. Call types [*Define the types of call such as missed call, disconnected call, nuisance call, enquiry call, no response call, etc.*]
 - c. Call transfer types [*Process for transferring emergency call that needs- Police/ Fire/ Medical help*]
 - d. Process for handling emergency call [*Defining steps of handling a call*]
 - e. Abusive Callers [*Define abusive calls, handling procedure, escalation etc.*]
 - f. Dispatch validation by CCC officer [*Detail out various types of dispatch such as Definitive dispatch, Dispatch with validation, Dispatch deny etc.*]
 - g. Vehicle busy [*Guidelines for CCC Officer when vehicle is unavailable*]
 - h. Inter-facility transfer [*Definition, protocols for IFT, any deviation etc.*]
 - i. Response Protocols for different call types including
 - i. Emergency call [*Definition & handling protocol*]
 - ii. Missed call [*Definition & handling protocol*]
 - iii. Disconnected call [*Definition & handling protocol*]
 - iv. Silent call [*Definition & handling protocol*]
 - v. No response call [*Definition & handling protocol*]
 - vi. Service not required call [*Definition & handling protocol*]



 Authority
 परिवार कल्याण, उत्तर प्रदेश
 सरकार



 Service Provider




 Selected Bidder


- vii. Follow up call [Definition & handling protocol]
- viii. Caller concern call [Definition & handling protocol]
- ix. Appreciation call [Definition & handling protocol]
- x. Medico legal cases [Definition & handling protocol]

3. Reporting formats

- a. Call centre [Formats –for reporting call centre operations]
- b. District wise performance report [Formats – Parameters for reporting performance of district]
- c. PCR in ambulance [Format, detail, procedure etc.]
- d. E-PCR [Procedure of capturing soft copy of PCR]
- e. Fleet monthly reporting [Format for reporting fleet details.]
- f. Attendance report [Format, details]
- g. Checklist and other registers [Format, details]

4. Health and safety protocols for personnel [Scope, purpose]

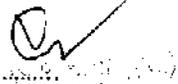
- a. Policy statement [Define, details]
- b. Universal basic precaution [Define, details]
- c. Prevention of work related accidents [Define, details]
- d. Other preventive measure [Define, details]

5. Office functions

- a. Overall administrative policies [Define admin policies such as code of conduct]
- b. HR Policies [Define HR policies such as recruitment, leaves, and safe work place etc.]
- c. Field Operations
 - i. Program managers/ district managers [Define Roles & responsibilities]
 - ii. EMTs, Pilots, Admin Officers [Define Roles & responsibilities]
 - iii. Fleet Manager, HR, Marketing, Quality, Technology [Define Roles & responsibilities]
- d. Training, refresher courses and orientation protocol

6. Any other protocols which might be required for effective operations under the Contract or as desired by the Authority

- 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 (twenty one) 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.
- v. The Standard Operating procedure may be reviewed and revised at periodic intervals as the project is implemented subject to provisions of this clause and those below. The Authority shall have the right to, from time to time, unilaterally notify specific


 Authority


 Service Provider



96

 Selected Bidder



change(s) to the Standard Operating Procedure and the Service Provider shall be bound to implement such change from the date of its communication by the Authority to the Service Provider. The Service Provider may amend SOP from time to time subject to the approval of the Authority.


(सं) नमो सुखी
सहायिका
Authority नमो सुखी, सं. 102
राजपुरा


Service Provider

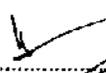

97

Selected Bidder


4.2 Standard Ambulance Operating Protocol

- i. The Service Provider will have to develop and obtain approval from the Authority, within 30 days from the Effective Date, Standard Ambulance Operating Protocol (SAOP) that will provide the guidelines and framework in accordance with which each Ambulance will operate. The draft SAOP developed by the Service Provider will have to be submitted to the Authority for acceptance and approval in accordance.
- ii. Indicative Guiding Principles for the Standard Ambulance Operating Protocol to be developed by the Service Provider are:
 - a. The SAOP to cover the entire process from initiation of a call to its closure.
 - b. Protocols for handling medico legal cases as soon as such call is received.
 - c. The Service Provider can collect/pick up patients only within the State of Uttar Pradesh only.
 - d. Hospital to hospital transfers can only be undertaken if written evidence of referral from on duty doctor at the PHC/CHC or Government Hospital exists.
 - e. The CCC cannot refuse to send an Ambulance for either a real or perceived emergency.
 - f. The SAOP shall mandatorily cover the following aspects.
 - i. Protocols for ambulances [*Defining protocols for ambulance operations*]
 - ii. Roles and responsibility [*Define Ambulance personnel such as EMT, pilots, patient's attendee*]
 - iii. Ambulance preventive maintenance [*Define, details of task, procedure involved*]
 - iv. Breakdown, resumption [*Define, details of task, procedure involved*]
 - v. Case handling [*Define, details of task, procedure involved*]
 - vi. Ambulance segmentation/ distribution [*Define, details of task, procedure involved*]
 - vii. Communication protocol [*Define various communication protocol such as caller to CCC Officer, CCC Officer to EMT, CCC Officer to caller etc.*]
 - viii. Protocol for obstetric patient [*Define, details of task, procedure involved such as medical attention, pre-hospital care, ERCP advice etc.*]
 - ix. Protocols for handling sick neonates and infants
 - x. Protocols for handling ANC cases
 - xi. Inter facility transfer protocol [*Definition, criteria of IFT, procedures-steps*]
 - xii. Forms and formats for PCR and protocols for filling PCR, obtaining sign off from Authority's representatives and uploading of e-PCR.
 - xiii. Real time medical direction from CCC [*Define process, details of task*]
 - xiv. Transportation refusal policy and protocol [*Define guidelines*]
- iii. The Standard Ambulance Operating Protocol shall be developed by the Service Provider and approved by the Authority before the Commencement Date. It shall


 Authority
 Director, Health Services
 Government of Uttar Pradesh


 Service Provider
 Sec'bad
 102 NATIONAL AMBULANCE SERVICES (UP)

98

 Selected Bidder
 Sec'bad
 Management and Research Institute
 Emergency Services

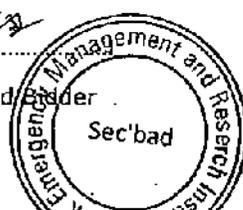
be submitted to authority within 30 days from Effective Date.

- iv. The Authority shall review and communicate its approval or need for changes within a period of 21 (twenty one) 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.
- v. The Standard Ambulance Operating Protocol may be reviewed and revised at periodic intervals as the project is implemented. The Authority shall have the right to, from time to time, notify a specific change(s) to the Standard Ambulance Operating Protocol and the Service Provider shall be bound to implement such change from the date of its communication by the Authority to the Service Provider.
- vi. It is clarified that failure to adhere to Standard Operating Procedure or Standard Ambulance Operating Protocol will not by itself, be considered as an Event of Default until such failure is of the nature specified in Clause 18.2 of this Agreement.


 (10 महीने के लिए)
 आरम्भित
 Authority, EOPD
 10/11/2018


 Service Provider


99

 Selected Bidder


Schedule 3A-Standard Operating Protocol

The Standard 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 A of this Agreement. 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 construe any change/amendment in the Agreement provisions.


(को नं० यु००)
नडा निदेशक
परिचर कल्याण, को०
Authority


Service Provider


100

Selected Bidder


Schedule 3B-Standard Ambulance Operating Protocol

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. 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 construe any change/amendment in the Agreement provisions.


.....
Authority, Govt
of UP


.....
Service Provider
102 Mother Child Services
Sec'bad

101

.....
Selected Bidder
Emergency Management and Research Institute
Sec'bad

SCHEDULE 4 – REPORTING, MONITORING AND SUPERVISION

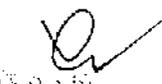
The Service Provider shall provide detailed operational, clinical and administrative data in a manner that facilitates its retrospective analysis. The Service Provider will have following

1. Reporting Obligations

- 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.
- ii. The Service Provider will set up an online real-time MIS and provide online access to the Authority. The MIS will provide Ambulance-wise real time data to the Authority. The format of MIS and information requirement shall be decided with the Authority.
- iii. The Service Provider shall share/provide an online link/access to the Authority which will allow the Authority to access the GPS/GPRS, GIS, AVTS, as the case may be for real time monitoring.
- iv. The Service Provider should capture all the information related to operation of CCC and Ambulances in a centralised database through appropriate application software(s). This would enable periodic (daily, weekly, monthly etc.) reporting of performance and operations. The Service Provider has to share the information in electronic format with the Authority.
- v. The Service Provider has to collect feedback from the Beneficiary on various aspects of services provided after he/she has been provided service.
- vi. The Service Provider will also be subject to community monitoring and feedback and this will be a key component of performance evaluation of the Service Provider.
- vii. The records of the Service Provider shall be subject to inspection by the Authority or any independent agency appointed by the Authority at any time during the term of Agreement.
- 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.

2. Data and Reporting requirements

- i. The Service Provider shall maintain proper records of operations including Call logs, Employee Logs, GPS Tracking Data, Terminal Access Log, Breakdown/Maintenance/Out of Service Schedule, inventory of medical consumables, medicines consumed, and any other relevant data, and present it to the Authority or any independent agency nominated by the Authority from time-to-time at the discretion of the Authority.
- ii. The Service Provider shall maintain clinical records of patients handled or transported by Ambulance including Patient Care Reports, Ambulance Call Records, Maintenance logs and all other relevant data, and present it to the Authority or any independent agency nominated by the Authority from time-to-

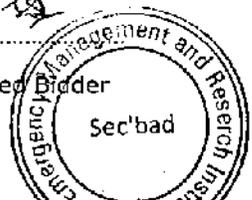


 Authority
 102 National Ambulance Services
 Uttar Pradesh



 Service Provider


102


 Selected Bidder


time at its discretion.

3. Dispatch Computer

- i. The dispatch computer utilized by Service Provider shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation. The Authority will have access to all data maintained by the Central Server as necessary to analyze demand and determine deployment procedures. The Service Provider will allow the Authority to install an interface with the Central Server to collect and monitor call and dispatch information.

4. Essential Patient Care Record (PCR) and Assignment Data

- i. The Service Provider shall fill out and submit a copy of the PCR upon completion of a Trip and submit the same to the field officer or a medical officer designated and present at the medical facility/hospital. The PCR shall be accurately completed to include all information required by the Authority, and information will be distributed according to established Authority policies and procedures. The Service Provider will leave a copy of the PCR at the receiving hospital upon delivery of each patient and retain the other copy.
- ii. The Service Provider shall also upload a copy of the PCR on to its server and in the mobile application and retain such copy of the PCR for a period of 90 days. The Service Provider shall grant access to the Authority to check and verify such copy of the PCR.
- iii. The field officer or the medical officer so designated shall forward the copy of the PCR to the CMO/CMS of the relevant district for the purpose of verification of the data provided therein.

5. Monthly Reports Required

Service Provider shall provide, within 10 business days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the clinical, operational and financial performance stipulated herein. The Service Provider will document and report to the Authority in writing in a form required by the Authority. Response time compliance and customer complaints/resolutions shall be reported monthly.

The Monthly Reports shall include, at a minimum:

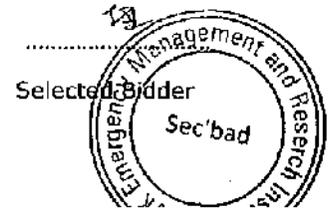
I. Response & Reach Time Compliance

A list of each and every emergency call dispatched for which Service Provider did not meet the response time standard for each block Summary of Cancelled transports / interrupted calls due to vehicle/equipment failures Non Response Defaults, Exception reports and Summary of interrupted calls due to vehicle/equipment failures.

II. Patient Care Reports/ Clinical Reports

- b) Continuing compliance reports.
- c) Summary of clinical/service inquiries and resolutions.
- d) A list of pregnant women and neonates transported, by block and by hospital (Hospital shall be categorized as L2, L3), including all times necessary to calculate each and every response time, on-scene time, and transport to hospital time.

(डा० नीमा मुखर्जी)
 Authority
 परिवार कल्याण, डा०
 लखनऊ



e) A list of Drop backs to home.

III. Operational

- Calls and transports, by priority for each district, block.
- A list of each and every call, sorted by block where there was a failure to properly record all times necessary to determine the response time; and, for patients meeting service criteria, on-scene time and/or transport to hospital time.
- A list of mutual aid responses to and from system Inventory & usage of Medical/ non-medical consumable

IV. Maintenance reports

- List of Breakdown / Damages and reasons Repairs / Maintenance work undertaken Replacement done

V. Response Time Statistical Data

Within 10 business days following the last day of each month, Service Provider shall provide Ambulance response time records to the Authority in a computer readable format approved by the Authority and suitable for statistical analysis for all Ambulance responses originating from requests to the dispatch centres. These records shall include the following data elements:

- Unit identifier
- Location of call – area
- Location of call - longitude and latitude (if available)
- Location of call – Block
- Nature of call (Dispatch Code) Code to scene Time call received Time call dispatched Time unit en route Time unit on-scene
- Time unit en route to hospital
- Time unit at hospital
- Time unit clear and available for next call
- Outcome (dry run, transport) Receiving hospital
- Code to hospital
- Number of patients transported

VI. Personnel Reports

Service Provider shall provide the Authority with a list of staff; EMT, Physicians, etc. currently employed by the Service Provider and shall update that list whenever there is a change. The personnel list shall include, at a minimum, the name, address, telephone number, practitioner's license (if any) and expiration date or EMT certification and expiration date, Driver's License number, qualification, date and type of last training done, of each person on the list.

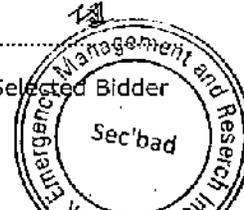
VII. Community Interaction Report

Number of conducted community education events PR activities, first responder recognition Government relations contact report

VIII. Any other reports and records as may be reasonably required by the as may


 (डॉ० नीला-गुप्ता)
 Authority
 महानिदेशक
 परिवार कल्याण, सं० प्र०
 लखनऊ


 102 MOTHER CHILD SERVICES
 Sec'bad

104

 Selected Bidder
 Sec'bad

be required by the Authority from time-to-time

6. Monitoring and Supervision

The Service Provider shall undertake periodic (at least once every calendar month) inspection of the project facilities especially the fully equipped Ambulance (vehicles) to determine their condition including compliance or otherwise with the maintenance manual, the maintenance programme, specifications and standards and the maintenance required and shall submit reports of such inspection ("Maintenance Reports") to the Authority. The Authority or any independent agency designated by the Authority shall review the Maintenance Reports and also undertake a detailed inspection of the overall project at least once a quarter and prepare an 'Inspection Report' of such inspection. The report will be sent to the Authority (if undertaken by an independent agency) and the Service Provider. The Service Provider shall within 30 (thirty) days of the receipt of the Inspection Report remedy the defects and deficiencies, if any, set forth in such Inspection Report and submit its report in respect thereof to the independent agency and/or the Authority within the said 30 (thirty) days period. Where the remedying of such defects or deficiencies is likely to take more than 30 (thirty) days, the Service Provider shall undertake the improvements in accordance with such practice and submit progress reports of such improvements every fortnight.

Notwithstanding the above, the Authority or its authorized representative may inspect the Project at any time for a review of the compliance by the Service Provider with its maintenance obligations under the Agreement.

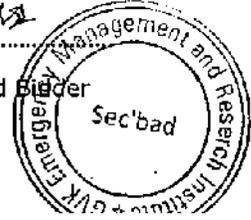
The various levels for periodic review and monitoring of the Project by the Authority are provided below. The Service Provider shall be duly represented by appropriate level of its staff in these review meetings.

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
District	CMO	Monthly	Review and verification of services of the Service Provider and physical


 (डा० नीला कुमर)
 महानिदेशक
 पशुधन कल्याण, उ०प्र०
 Authority
 लखनऊ


 102 NATIONAL AMBULANCE SERVICES
 Sec'bad

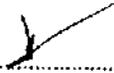
105

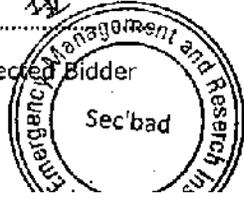
Selected Bidder

 Sec'bad

Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

			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


.....
(डॉ० नीला गुप्ता)
Authority
परिवार कल्याण, सं० प्र०
लखनऊ


.....
Service Provider


106
.....
Selected Bidder


SCHEDULE 5 – KEY PERFORMANCE INDICATORS

1. Delays in Commencement of Operation:

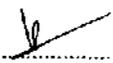
- i. For each day's delay in commencement as per Milestones in Schedule 2 up to a total of 89 days, a Damages of Rs. 1,000 per day delay per Ambulance will be applicable.
- ii. In case of delay in project commencement beyond a period of 90 days and above, this Service Agreement will be terminated as provided in this Service Agreement.

2. Operation related penalties:

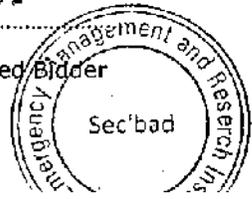
The Service Provider would be penalized as follows on any of the following event of occurrence:

Sl. no.	Event	Damages
1.	For each instance of Non Response Default by an Service Provider, subject to tolerance for default as given in Schedule 3	An amount equal to Rs. 5,000 will be levied as a fine for each instance of Non-Response Default
2.	Delay in answering calls: If 90% of calls are not answered within 20 seconds of the first ring/beep	For every delayed call answer (not answered within 20 seconds of the first ring) over 10% of total calls received in a month, an amount equal to Rs. 100 per delayed call answer. For Eg. 20 lac calls are received in a particular month of which 12% (2.4 lac) calls are answered after 20 seconds of the first ring. Number of delayed call answer over 10% of total calls received in the month = 2.4 lacs – 10% of total calls (2 lac calls) = 40,000 calls Damages = 40,000 x Rs. 100 = Rs. 40 lacs
3.	Delay in response time: For each instance of delay beyond the maximum permissible response time of 20 minutes for urban and 30 mins for rural areas.	For each instance of Delay in response time beyond the maximum permissible limit, Rs. 60 shall be deducted for delay of every 1 minute thereafter (Fraction of 30 or more will be considered as a minute i.e. for 30 seconds and above, next minute will be considered).


 (आयुक्त निदेशक)
 Authority निदेशक
 परिवार कल्याण, उ०प्र०
 लखनऊ

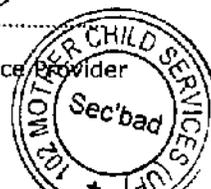

 Service Provider

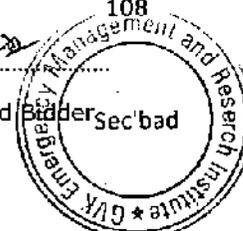


 Selected Bidder


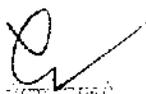
Sl. no.	Event	Damages
		<p>Example: If an Ambulance reached the beneficiary place in 33 mins and 30 seconds (rural area) which is 2 mins 30 seconds beyond the permissible limit then applicable Damages in this case shall be $Rs.60 * 3 = Rs. 90$ for that particular instance of delay.</p>
4.	<p>If number 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.</p>	<p>An amount equal to Rs 5,000 per day per Ambulance for each of the Ambulances not operational.</p> <p>In case 95% of total ambulances is not a whole number, then 95% shall be considered as the next whole number for the purpose of calculations.</p>
5.	<p>If, during ongoing supervision and monitoring, any of the following defaults/shortcomings are identified:</p> <ul style="list-style-type: none"> a. Even a single item of medicines/medical consumables/supplies is found to be unavailable / is of beyond expiry date in the Ambulance or is so reported by any user / Patient b. Poor general cleanliness of Ambulance c. Log book, stock register and vehicle maintenance record are not updated as prescribed by Authority 	<p>An amount equal to Rs. 1,000/- per Ambulance per day (for any default/shortcoming)</p>
6.	<p>If, during ongoing supervision and monitoring, any of the following high severity defaults/shortcomings are identified in any operational Ambulance:</p>	<p>An amount equal to Rs. 5,000/- per ambulance per day (for any default/shortcoming)</p>

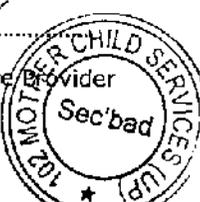

 Authority
 परिवार कल्याण, राउरी
 राउरी


 Service Provider


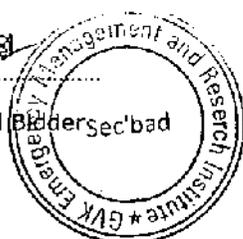

 Selected Bidder


Sl. no.	Event	Damages
	<p>a. Non-functioning of air-conditioning of Ambulance</p> <p>b. Non-functioning/Absence of any vehicle equipment and medical equipment, mentioned in Schedule 6 – Pt. 3</p>	
7.	<p>If the Service Provider from the Commencement Date fails to meet a target of 8 Trips per Ambulance per day and / or 140 KM per Ambulance per day; on the average for fleet per district, in any Calendar month.</p>	<ul style="list-style-type: none"> • In the event that the trips undertaken by the Service Provider is less than the stipulated 8 trips per ambulance per day on average calculated for a month in a district and / or kilometres travelled is less than an average of 140 km per ambulance per day on average calculated for a month in a district, following damages shall be levied: <ul style="list-style-type: none"> ○ For shortfall in distance travelled below 140 km, the reduction in payment shall be = Fee per Ambulance per month * [1/3 * (shortfall in distance travelled in km/4200)] ○ For trips below 8, the reduction in payment shall be = Fee per Ambulance per month * [1/5 * (shortfall in trips /240)] • In the event that the trips undertaken by the Service Provider is more than the stipulated 8 trips per ambulance per day on average calculated for a month in a district and / or kilometres travelled is more than an average of 140 km per ambulance per day on average


 (३० अगस्त २०१६)
 महानिदेशक
 परिवार कल्याण, उ०प्र०
 लखनऊ


 Service Provider
 Sec'bad


109

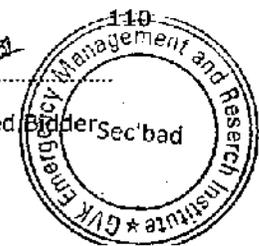
 Selected Bidder
 Sec'bad


Sl. no.	Event	Damages
		<p>calculated for a month in a district, following incentives shall be given:</p> <ul style="list-style-type: none"> ○ For additional distance travelled beyond 140 km, the additional payment shall be = Fee per Ambulance per month * [1/4 * (additional distance travelled in km/4200)] ○ For additional trips beyond 8, the additional payment shall be = Fee per Ambulance per month * [1/10 * (additional trips /240)] <p>For avoidance of doubt, it is clarified that the additional / shortfall in trips shall be measured up to two decimal points. Similarly additional distance / shortfall in distance shall be measured as whole number. In both the cases, the numbers shall be rounded down.</p>
8.	If an Ambulance is not operational for a period of continuous 30 days or a total period of 30 days out of last 45 days	Service Provider shall be liable to pay Damages of Rs. 10,000 per day till the time such Ambulance becomes operational to the satisfaction of the Authority
9.	<p>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.</p> <p>In case 21-30% of the calls have received a feedback rating below 3.</p>	2% of the Monthly Contract Fee shall be deducted
10.	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.	4% of the Monthly Contract Fee shall be deducted

Authority
 महानिदेशक
 परिवार कल्याण, उत्तर प्रदेश
 सरकार

Service Provider

Selected Bidder Sec'bad



Sl. no.	Event	Damages
	<p>In case more than 30% of the calls have received a feedback rating below 3.</p> <p>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.</p>	
11.	Event of GPS tampering/ removal from any Ambulance	<p>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 device and under such circumstances levy of Damages shall not be considered.</p>

3. Time Period for Calculation of Damages

The Damages applicable will be assessed for failure to meet the agreed Response Time Standards, in any Calendar month. The Calendar month shall be calculated commencing from 00.00 hours of the first day to 24.00 hours of the last day of the relevant Calendar month.

4. Imposition of Damages

Imposition of the Damages pursuant to this Schedule will be effective only from the Commencement Date.

5. Disputes


 Authority
 परिदार कक्षा, 102
 गोरखपुर


 Service Provider



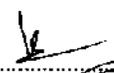
 Selected Bidder


Service Provider may appeal to the Authority, in writing within ten (10) working days of receipt of notification, for the imposition of any Damages or regarding the Authority's Damages calculations. In case of any disputes arising out of such appeals or due to such Penalties, the dispute resolution procedure laid out in Contract Agreement (Article 18) will be adhered to.

6. Recovery of Damages

Any Damages payable under this Agreement shall be recovered through deductions from Monthly Payment payable by the Authority. In the event the Damages exceed Monthly Payment the same shall be recovered by the Authority from the encashment of the Performance Security.


.....
Authority महानिरीक्षक
परिहार कल्याण, उ०प्र०
काशी


.....
Service Provider


112

.....
Selected Bidder


SCHEDULE 6 – VEHICLE AND EQUIPMENT REQUIREMENTS

All ambulance, equipment, medical equipment, consumable and other requirements would need to follow guidelines of the Government of India and/or the Government of Uttar Pradesh. Indicative specifications are provided below.

Vehicle Equipment- The Vehicle equipment specifications are as follows:

1. List of Vehicle Equipment

Item Name	Description and Quantity
GPS/GIS System	Satellite based GPS tracker with GIS or map interface at the CCC or AVTS to be provided with the vehicles to ensure immediate geo-location technologies
Warning Lights	Emergency warning beacon, visible 360 degrees as delivered along with Vehicle.
Audible Warning Devices	A siren, audible 500 feet to the front.
Maps	Street directories and road maps for primary and backup areas served.
Fire Extinguishers	Two adequately charged fire extinguisher, five pound CO2 or dry powder, Underwriter's Laboratory approved. One of which shall be mounted in the patient compartment.
Hand lights	Two 6-volt hand lights. They should be of bulb type or LED type with rechargeable battery (of cell) of minimum 4.5 volts.
Chock Blocks	Two vehicle chock block.
Road reflectors	Six approved triangular reflectors, or equivalent.
Hazardous Material Guide books	a. One Basic Life Support Guidelines book translated into Hindi; b. The Service Provider will prepare a pocket book on Occupational Health and safety duly vetted by the authority and shall keep it in the ambulance.
Triage Tags	Twenty Five triage tags of all type.
Protective Equipment	Personal protective equipment adequate to safeguard crew from anticipated exposures (latex gloves of various sizes, masks, gowns, surgical caps and eye shields)
Reflective Garment	One set reflective vest or reflective garment, or equivalent, per crew Member
Protective Masks	Two respirators, conforming to OSHA Blood bore Pathogens. Standard 29 CFR 1910.1030(HEPA).
LCD TV with USB Port/Auxiliary arrangement	LCD Flat Screen Size 9", LCD Resolution: 1366 x 768 Pixels Adequate Audio Output

113

Authority
परिवार कल्याण, उत्तर प्रदेश
संयोजक

Service Provider

Selected Bidder



2. Emblems and Markings on Ambulances

The emblems and marking of Ambulance shall be as per guideline of National Ambulance Service.

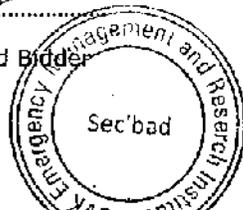
3. Essential Medical Equipment for BLS Ambulance

Equipment	Description
Stretchers	<p>a. One multilevel, elevating, wheeled stretcher with elevating back. Two patient restraining straps (chest and thigh) minimum, at least two inches wide shall be provided (*);</p> <p>b. Scoop stretcher</p> <p>(*) Note: The ambulances with smaller wheelbase like OMNI, EECO etc. need not be equipped with multilevel, elevating, wheeled stretcher with elevating back</p>
Suction Devices	A manual suction device, age and weight appropriate, with wide bore tubing and at least a six-ounce reservoir.
Bag Mask Ventilation Units	<p>a. One adult, hand-operated. Valves must operate in all weather, and unit must be equipped to be capable of delivering 90-100% oxygen to the patient.</p> <p>b. One infant, hand-operated. Valves must operate in all weather and unit must be equipped to be capable of delivering 90-100% oxygen to the patient. Must include safety pop-off mechanism with override capability.</p> <p>c. The masks (size 0, 1,2,3,4 and 5) should be carried, for use in conjunction with the ventilation units above. Masks must be clear and can be either disposable or non-disposable.</p>
Non-metallic Oropharyngeal (Berman type)/ Nasopharyngeal Airways	Adult, and infant sizes (Large adult, medium adult, infant). All Airways shall be clean and individually wrapped. "S" tube type airways may not be substituted for Berman type airways.
Oxygen Equipment	<p>b. Portable oxygen equipment: Minimum one 450 Litre capacity oxygen cylinder. Litre flow gauges shall be non-gravity, dependent (Bourdon Gauge) type. Additionally, when the vehicle is in motion, all oxygen cylinders shall be readily accessible and securely stored.</p> <p>c. Permanent On-Board Oxygen Equipment: The Ambulance shall have a hospital type piped oxygen system, capable of storing and supplying a minimum of 1500 liters of humidified medical oxygen. (*);</p> <p>d. Single use, individually wrapped, non-rebreather masks and cannulas in adult and paediatric sizes shall be provided (2 each)</p>

Authority: 
 अधिकारी,
 महानिदेशक
 परिवार कल्याण, एनए
 कल्याण

Service Provider


114

 Selected Bidder


(* Note: The ambulances with smaller wheelbase like OMNI, EEEO etc. need not be equipped with multilevel, elevating, wheeled stretcher with elevating back.

4. Medical Consumables and Consumables:

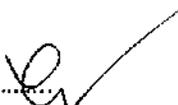
a) Consumables:

1. Obstetrical kit (Disposable) - The kit shall contain gloves, scissors or surgical blades, umbilical cord clamps or tapes, dressings, towels, perinatal pad, bulb syringe and a receiving blanket for delivery of infant.
2. Blood pressure sphygmomanometer, cuff and stethoscope
 - Blood pressure ser. portable, both pediatric and adult (non-mercurial type)
 - Stethoscopes
3. Emesis basins or commercially available emesis container.
4. Bedpan and urinal.

b) List of Medical Consumables:

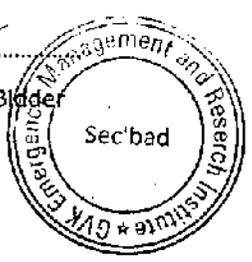
Sr.	Items
1.	Cotton
2.	Bandage
3.	Savlon/ Dettol
4.	Betadine
5.	Leucoplast
6.	Face Mask (Disposable)
7.	Surgical Gloves Disposable
8.	Cotton Rolls
9.	Adhesive tape : Various sizes (including 2" or 3")
10.	Disposable bags for vomiting, etc.

All requirements given in Schedule 6 is minimum and the Service Provider shall add any other item as may be required and in sufficient quantity of consumables and medical consumables so that there is no shortage at any time.


 Authority
 प्रमुख, 102 राष्ट्रीय अम्बुलेंस सेवाएँ, उत्तर प्रदेश
 ग. प्रयाग


 Service Provider



 Selected Bidder


SCHEDULE 7- REPORTING FORMATS

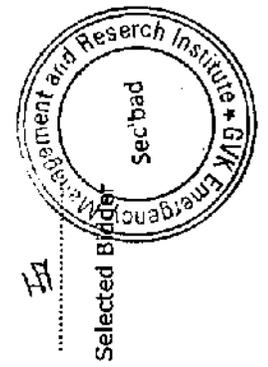
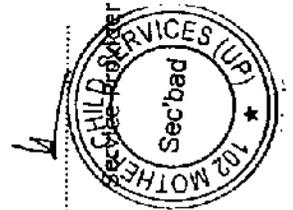
Format 1 - Consolidated Monthly Service Utilization Report – District Wise
Month & Year

S.N	Name of the district	Services Provided							Vehicle utilization			Remarks
		Total no of 102 ambulances in the district	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 neonates and neonates	Home drop of mothers and neonates	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	
1	2	3	4	5	6	7	8	9	10	11	12	13

(116)

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


 Authority
 102 Mothers Services (UP)
 Sec'bad



Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

Format 2 -- Consolidated Monthly Service Utilization Report - Block wise (to be submitted from each district)

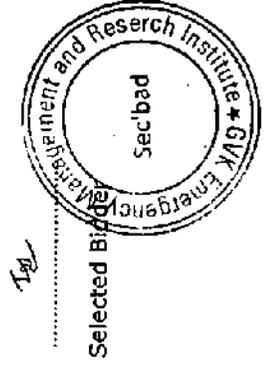
Month & Year

District Name:

Sl. No.	Name of the Block	Total no of Ambulances in the district	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 neonates	Home drop of mothers and neonates	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 Ambulance allotted in the block X No. of days in the month)


 Authority:
 102 MOTHERS SERVICES (UPI)
 Sec'bad



Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

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														
Sl. No	Date	Trip ID No	Patient / Beneficiary Name*	Patient Type (F/N)	Patient Age	Trip Type**	Pick Up Point	Destination**	Kilometres Travelled	Time of Receiving Request	Time of Pick Up	Time of Drop	In case of Drop trips no of patients carried	Name and ID No of the Driver for the trip	Name and ID No of EMT	Remarks / Incidents (If Any)***
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

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

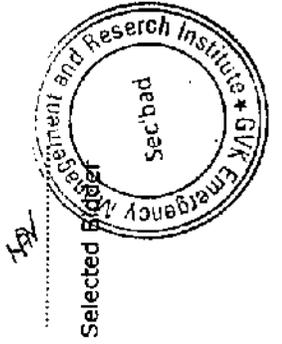
*More than one person can be entered as in case of multiple beneficiaries in case of a drop

**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


 Authority
 102 Mother and Child Health Services (MCHS)



Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

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

Up to reporting month:

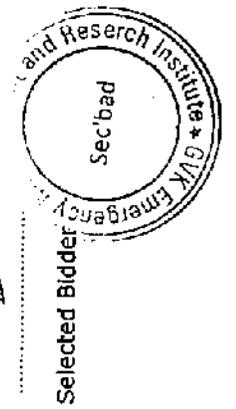
Print date & time:

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	Availed	n	$(n/N) \times 100$	p	$(p/P) \times 100$
2	2	Not availed	m	$(m/N) \times 100$	q	$(q/P) \times 100$
3	3	Vehicle busy	o	$(o/N) \times 100$	r	$(r/P) \times 100$
4	4	Other (if any)				
		Total:	N	$(N/N) \times 100$	p	$(P/P) \times 100$

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

119

Authority
 102 MOTHEWALA
 GATEWAY, GATEWAY



12

Selected Bidder

Format 5 - Type of Cases attended

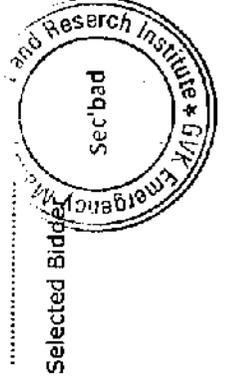
Up to reporting month:

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) X 100	i	(i/A) x 100
		Total:	N	(N/N) x100	A	(A/A) x100

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


 (सि.नि.सं.सु.सं.)
 Authority
 प्रमुख, अस्थाप, उद्योग
 सचिवालय



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

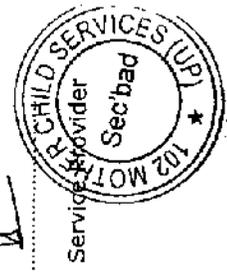
Up to reporting month: _____ Print date & time: _____

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

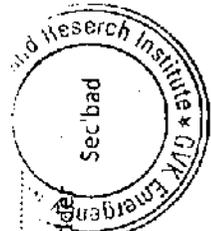
121

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

Authority _____



Selected Bridge



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		

124


 102 NATIONAL AMBULANCE SERVICES
 AUTHORITY, GATE NO. 102
 GATEWAY, GATEWAY

124

Service Provider
 102 NATIONAL AMBULANCE SERVICES (UP)
 Sec'bad

Selected Bidder



Format 10 – Types of calls (give numbers and percentage of total), District wise and block wise

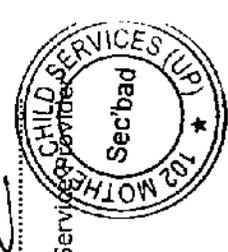
District	block	Calls for Pregnant Woman Transfer	Calls Neonate Transfer	for Calls for Inter Facility Referral Transport	Calls for Drop Backs	Other Calls	Total
Total							

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				

(125)


 Authority
 102 National Ambulance Services
 Government of Uttar Pradesh



12

Selected Bidder



Format 12 – Reminder/Demand Generation Calls

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

Format 13 – Patient Condition

Particulars	Total Number of Calls received	Total Number of Transfers	No and % of deaths /deliveries 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							

(126)


 Authority
 Sec'bad
 102 MOTHER SERVICES (UP)
 Sec'bad

Service Provider
 CHILD SERVICES (UP)
 Sec'bad

Selected Bidder
 GVK Emergency Management and Research Institute
 Sec'bad

Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

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/falls 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

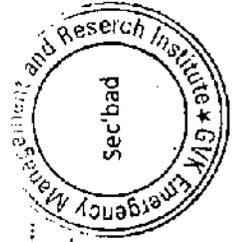
Sl. no.	Item
1	Total no of call for feedback
2	Total no call materialized
3	Percentages of Rating of feedback
4	Very Poor
5	Poor
6	Average
7	Good
8	Very Good

127

Authority
 102 MOTHS
 Sec'bad



Service Provider
 Selected Bidder



Contract for Operation and Management of 102 National Ambulance Services in Uttar Pradesh

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				

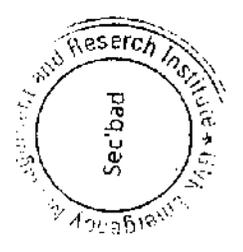
(128)

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.

Authority: _____

_____ Selected Bidder

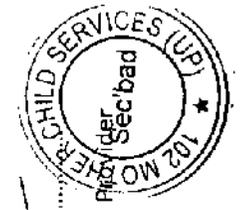


Response Time Performance Report

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

129


Authority (102 MOER Child Services (U.P.))
आधिकारिक
परिवार कल्याण, उत्तर प्रदेश



Service Provider

✓

Selected Bidder



SCHEDULE 8- FORMAT OF THE BANK GUARANTEE

The format is to be used by the Service Provider to prepare and submit the Bank Guarantee at the time of signing of Agreement

(To be issued by a Bank, as mentioned in Article 13 of this Agreement)

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(hereinafter referred to the "Service Provider" which expression shall include their respective successors and assigns) 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[name of the Bank and address of the issuing branch], 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. (in words)
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 (in words).
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.(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.

.....
 Authority (.....
 महानिदेशक
 परिदार कल्याण, उ०प्र०
 लखनऊ

.....
 Service Provider
 Sec'bad
 102 MULTISPECIAL SERVICES (UP)

.....
 Selected Bidder
 Sec'bad
 Research Institute * GVK Energy

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 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 writing.

Notwithstanding anything contained herein.

- Our liability under the Bank Guarantee shall not exceed Rs (in words)
- The Bank Guarantee shall be valid upto [date], 20__.*
- Unless acclaimed or a demand in writing is made upon us on or before _____, all our liability under this guarantee shall cease.

IN WITNESS WHEREOF THE BANK HAS SET ITS HANDS HERETO ON THE DAY, MONTH AND YEAR MENTIONED HEREUNDER.

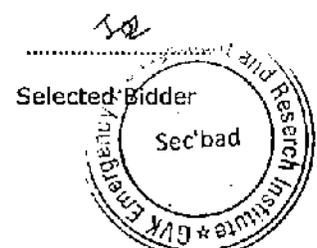
Signed and Delivered

On behalf of(Bank name) (Signature)

(Date)

by the hand of Mr


 Authority
 (डा. अशोक कुमार)
 महानिदेशक
 परिवार कल्याण, उ०प्र०
 लखनऊ



(name of authorised signatory)

Designation

Address of the controlling office of the issuing branch with phone number and fax number to be provided.

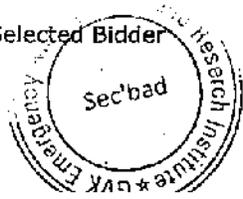
Note: Authenticated copy of Letter of Intent authorising the signatory of this guarantee to execute the same to be enclosed herewith).

Note : * Please fill up the date six months after the expiry of the Agreement Period.


 (आ० ना० अ० प्र०)
 Authority निदेशक
 परिवार कल्याण, सं० प्र०
 लखनऊ


 Service Provider


132

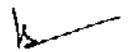
 Selected Bidder


SCHEDULE 9 - STATION OF AMBULANCE

Each of the Ambulance will be stationed at their designated station. The GoUP has already decided the position of 2270 Ambulances. These Ambulances shall be stationed as per GoUP plan. Any additional ambulances when deployed shall be station in agreement with the Authority as per the following guidelines:

- The additional ambulance will be positioned rationally based on population and distance and ensuring that all the Districts of the State are covered
- The Authority shall give utmost importance on the key factors like maternal mortality, Infant mortality, existing demand for transportation of pregnant women from half yearly data generated from 102 NAS while planning for positioning of Ambulances


 (डॉ० सी.आ. गुप्ता)
 Authority
 परिवार कल्याण, उ०प्र०
 लखनऊ


 Service Provider


133

 Selected Bidder
