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AGREEMENT

between

**Lt. Governor of Delhi acting through Principal Secretary
Department of Health and Family Welfare, Government of National Capital Territory of Delhi
("DoHFW")**

AND

Fortis Emergency Services Limited

("Operator")

And


Fortis Healthcare Limited

("Successful Bidder")

For

**Expansion of "102" Ambulance Services
In the
National Capital Territory of Delhi**

Dated: July 13, 2009



Successful Bidder's Authorised
Signatory

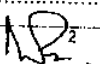

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DOHFW's Authorised Officer

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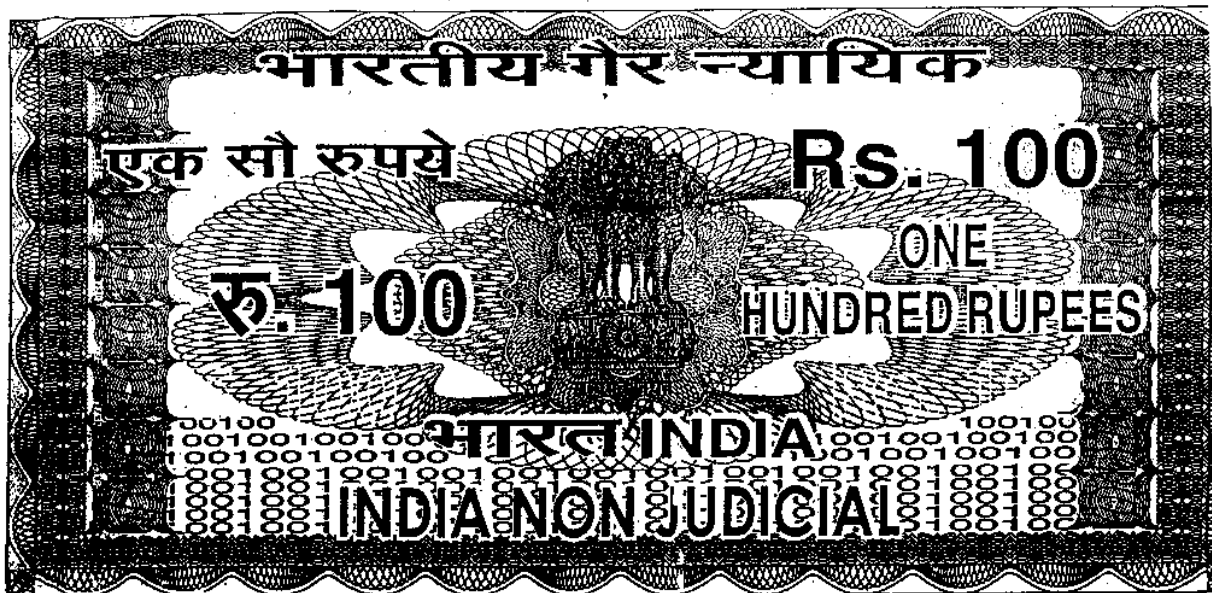

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दिल्ली DELHI

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This Agreement made on this 13th day of July 2009 between

THE LIEUTENANT GOVERNOR OF DELHI acting through the Department of Health and Family Welfare, Government of National Capital Territory of Delhi having its head office at 9th level, Delhi Sachivalaya, I.P. Estate, New Delhi 110002 and represented by the Principal Secretary, ("DoHFW"), which expressions shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns); of the FIRST PART,


AND

FORTIS EMERGENCY SERVICES LIMITED, having its head office at Escorts Heart Institute & Research Centre, Okhla Road, New Delhi 110025 and represented by Dr. Narottam Puri, ("Operator"), which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns), of the SECOND PART

AND

FORTIS HEALTHCARE LIMITED, having its head office at Escorts Heart Institute & Research Centre, Okhla Road, New Delhi 110025 and represented by Dr. Narottam Puri ("Successful Bidder"), which


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
expression shall, unless excluded by or repugnant to the context, be deemed to include its successors and permitted assigns), of the THIRD PART

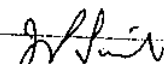
DoHFW, Successful Bidder and the Operator are hereinafter referred to individually as the "Party" and collectively as the "Parties".

WHEREAS:

- A. The Government of National Capital Territory of Delhi ("GNCTD") is seeking to augment the emergency medical response services available to the general public and in that regard has decided to increase the reach and scope of the existing pre hospital emergency medical response services by expanding the ambulance services available within the National Capital Territory of Delhi ("NCT of Delhi").
- B. One of the main objectives in expanding of the ambulance fleet within the NCT of Delhi is to provide daily, round the clock pre-hospital emergency medical response (ambulance) services across the NCT of Delhi which would be coordinated through an emergency response centre which would be accessible through a toll free number. Furthermore, the Government of NCT of Delhi, acting through the DoHFW, aims to provide a successful emergency medical response system focusing primarily on the following objectives, namely preventing the loss of lives, minimizing the pain a patient suffers, transporting the patient safely and expeditiously to the nearest healthcare facility (if required), providing first aid and stabilization and reducing the expenses associated with catastrophic injuries or illnesses.
- C. In furtherance thereof, DoHFW has determined that the pre-hospital care emergency medical response (ambulance) services to be called as the "102 Ambulance Service" within the NCT of Delhi ("EMR Services") shall be expanded by adding a fleet of one hundred and fifty (150) ambulances which will comprise of one hundred and forty one (141) Basic Life Support ("BLS") ambulances, nine (9) Advanced Life Support ("ALS") ambulances and twenty (20) two wheelers ("First Responders") on a Public Private Partnership ("PPP") basis. Out of the proposed fleet of one hundred and fifty (150) ambulances, thirty nine (39) BLS Ambulances will be procured for and allocated to Centralized Accident and Trauma Services ("CATS"). The ambulances operated through CATS shall also be coordinated with and monitored from the same emergency response centre as the other ambulances.



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- D. It has been determined that the EMR Services that will be implemented on a PPP basis shall include the following: (i) procurement, financing, operation, maintenance and management of the BLS and ALS ambulances and the First Responders (ii) financing, operation, maintenance and management of the Emergency Response Centre, office, the storage facility and any other associated facilities, (iii) procurement, financing, operations and maintenance of equipment, technology, hardware and software required for such EMR Services including for setting up of the Emergency Response Centre (ERC), (iv) staffing and training of personnel for the operation, maintenance and management of such services, (v) reporting and maintenance of the databank that is generated through operation, maintenance and management of such services and (vi) ensuring that the performance standards in relation to such services are satisfied at all times.
- E. DoHFW had invited Applications for Qualification from interested bidders to participate in the bid processes for procurement, operation, maintenance and management of EMR Services within the NCT of Delhi ("Project").
- F. DoHFW, undertook a competitive bidding process and selected Fortis Healthcare Limited as the Successful Bidder and to whom a Letter of Intent was issued by DoHFW Letter No: F.400 (175)/PPP/2008-H&FW/Pig./Pt.III/73 dated 20th May 2009 ("LOI"). The Successful Bidder has incorporated Fortis Emergency Services Limited as a special purpose company as a limited liability company under the Companies Act, 1956, in accordance with the provisions of the RFP and LOI, that would act as the Operator implementing the Project.
- G. And whereas in compliance with conditions of the LOI, the Operator has submitted a Performance Guarantee for a sum of Rs 60,00,000 (Sixty Lakhs only) as provided in Schedule VIII
- H. DoHFW and the Operator and Successful Bidder are now entering into this Agreement and the Operator shall implement the Project in accordance with the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the mutual covenants of the Part, the sufficiency whereof is hereby acknowledged and other good and valuable consideration, the Parties agree as follows:


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1. Definitions and Interpretation

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them:

"Ambulance" means either a BLS Ambulance or an ALS Ambulance that has been fully equipped in accordance with the provisions of this Agreement and has been registered, under the Applicable Laws, as an ambulance with the relevant government authority.


"Agreement" means this Agreement, and includes any schedules, annexure and any future amendments hereto made in accordance with the provisions hereof.

"ALS Ambulance" means an advance life support ambulance which is an ambulance vehicle equipped with advanced equipment necessary for life support such as a ventilator and has trained medical personnel associated with it, as described in Schedule III and V respectively.

"Applicable Law" means all the laws, acts, ordinances, rules, regulations, notifications, guidelines or bye-laws, in force and effect, as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India, including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project.

"Applicable Permits" means all clearances, permits, no-objection certifications, exemptions, authorisations, consents and approvals required to be obtained or maintained by the Operator under Applicable Law, in connection with the Project during the subsistence of this Agreement.

"Appropriate Hospital" means: (i) in a case where the Patient or the Patient's friend or relative specify a hospital or healthcare facility, the hospital so specified within the Standard Ambulance Operating Protocol (as applicable at the relevant time) or (ii) in life threatening emergencies, the hospital that the trained medical personnel of the concerned Ambulance determine in accordance with the Standard Ambulance Operating Protocol (as applicable at the relevant time), as being the nearest hospital having the requisite facilities and transfer the patient to such hospital and each such decision shall be reported by 10 a.m. the following working day to the DoHFW Representative, or (iii) in every other case (not covered by (i) or (ii) hereinbefore), the nearest government hospital or government healthcare facility, which will be determined by the trained


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medical personnel of the concerned Ambulance in accordance with the Standard Ambulance Operating Protocol, (as applicable at the relevant time).

"Appointed Date" means the date of this Agreement.

"Basic Life Support Ambulances" or BLS Ambulances" means an ambulance which carries basic and essential equipment and supplies for optimal emergency care at the scene and during the period of transportation to afford safety and comfort and avoid aggravation of patient's condition by having the ability to offer medical aid such as first aid, immobilization, oxygen therapy, and has suitably trained personnel associated with it, as described in Schedule III and V respectively;

"Base Station" means the facility for parking of Ambulances, vehicle cleaning, storage of associated equipment and consumables and relevant staffing facilities that is located at the Base Station Site.


"Base Station Site" means the area of land or site to be used for the purposes of establishing the Base Station for the Term of this Agreement which may either: (i) be offered by DoHFW in consultation with the Operator, under a suitable arrangement, free of charges, to the Operator or (ii) be identified by the Operator and approved by DoHFW for the said purpose


"Book Value" means the value of the capital expenditure incurred only on the Project Facilities as per the books of the Operator, net of depreciation charged on the basis of straight line method and amortized equally over the Term, duly verified and certified by an auditor, appointed by DoHFW, in accordance with the accounting standards specified by the Institute of Chartered Accountants of India.

"Business Plan" means the business plan appended to this Agreement as Schedule XI, that was submitted by the Successful Bidder in its proposal pursuant to the RFP.

"CATS" means Centralized Accident and Trauma Services

"CATS Ambulances" means the thirty nine (39) BLS Ambulances that are procured by the Operator for being handed over to DoHFW for being operated under CATS. The dispatch of these Ambulances shall be determined by the Emergency Response Centre in accordance with the provisions of this Agreement.


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"DoHFW" means the Party described as the party of the first part

"DoHFW Representative" means the representative appointed by DoHFW under the provisions of Clause 10.1 of this Agreement.

"Designated Parking Area" means the sites or locations that may be provided by DoHFW to the Operator from time to time within the NCT of Delhi, depending upon the availability of these areas, which will be used as parking bays or stationing points for the Operator Ambulances and the First Responders. Such sites or locations may include road junctions, hospitals, dispensaries, fire stations and police stations (Refer to Schedule I).

"Effective Date" means the date on which the Letter of Commencement is given by DoHFW.


"EMR Services" shall have the meaning as provided in Recital C read with Recital D read with Clause 6 of this Agreement.


"Emergency Response Centre" means the centralized and integrated call centre facility fully equipped in accordance with Schedule IV of about three thousand square feet (3000 sq.ft) that shall be located on the premises leased by DoHFW to the Operator and which shall be accessible for receiving calls, through a twenty four (24) hour accessible toll free number, from the general public for EMR Services and from which the dispatch of the Ambulances (including the Ambulances operating under CATS) and First Responders shall be controlled and in accordance with the terms and conditions of this Agreement.

"Encumbrances" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest or other obligations and shall also include physical encumbrances, including utilities both under and above the ground and encroachments on the Sites.

"Exempt Category Users" means the Users who are exempt from paying User Charges for Services to the Operator in accordance with Clause 11 of this Agreement.

"First Responder" means the two wheeler vehicles referred to in Recital C of this Agreement that will be used for enabling dispatch of trained medical personnel to a location for providing faster medical attention and basic first aid facilities.


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"Force Majeure" or "Force Majeure Event" means circumstances or situations that are unusual occurrences which tend to disrupt normal activities and which are beyond the control of the person affected by them and include, but not be limited to the following:

- (a) earthquake, flood, inundation and landslide;
- (b) storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmosphere disturbances;
- (c) fire caused by reasons not attributable to the Affected Party or any of the employees, contractors or agents appointed by the Affected Party
- (d) acts of terrorism;
- (e) strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the Affected Party;
- (f) national emergency or declaration of police emergency; and
- (g) War, hostilities (whether declared or not) invasion ~~act~~ of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic-explosion, volcanic eruptions.

"Government Hospitals" means and includes all hospitals and healthcare facilities owned, managed or controlled by the Central Government or any State Government of NCT of Delhi, or Municipal Corporation of Delhi or New Delhi Municipal Council or autonomous body or statutory body, or trust or society that is owned or controlled by any Government or a local body, located within the NCT of Delhi

"Implementation Plan" means the plan for implementation of the Project submitted by the Operator to DoHFW in accordance with the Schedule VII


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"Letter of Commencement" means the letter of DoHFW allowing the Operator to commence activities envisaged under this Agreement with fifty percent (50%) of the total number of Ambulances in accordance with Clause 7.2.5.1 and a fully equipped Emergency Response Centre and after the Operator has submitted the certificate of registration / license under the provisions of Contract Labour (Regulation & Abolition) Act, 1970 in addition to obtaining all approvals and permits.

"Material Adverse Effect" means a material adverse effect on (a) the ability of the Operator to perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

"Material Breach" means a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the delivery of the EMR Services, implementation of the Project or on any part of the Project Facilities, and which such Party has failed to cure.

"Medical Emergency" means the situation when the Patient requires urgent and medical care of a higher standard to prevent loss of life or limb and to initiate action for restoration of normal healthy life.

"Monitoring Committee" shall mean the committee constituted by DoHFW for monitoring, supervising and reviewing the implementation of the Project and the EMR services provided by the Operator.

"Non Response Default" means a failure to despatch an Ambulance in response to a call requesting EMR Services, made to the Emergency Response Centre that warrants emergency medical response.

"Non Transfer Default" means a failure on the part of an Ambulance despatched in response to a call to provide a Primary Service that warrants transfer to a hospital for which it had been despatched by the Emergency Response Centre.

"Operator" means Fortis Emergency Services Limited, a company having its head office at Escorts Heart Institute & Research Centre, Okhla Road, New Delhi - 110025 which has been appointed as the operator under this Agreement.


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"Operator Ambulances" means the one hundred and two (102) BLS Ambulances and nine (9) ALS Ambulances that the Operator shall operate, maintain and manage as part of the Project Facilities in accordance with the terms and conditions of this Agreement

"Parties" means the parties to this Agreement and "Party" means either of them, as the context may admit or require.

"Patient" means any person in distress or a person facing a Medical Emergency or an Accident or a person in need of the services of an Ambulance for purposes related to medical or situations that may cause physical endangerment or harm.

"Payment" means the payment made to the Operator by DoHFW as a consideration for implementing the Project as per Clause 12 of this Agreement.

"Performance Guarantee" means an irrevocable and unconditional bank guarantee provided by the Operator to DoHFW in accordance with Clause 13 of this Agreement.


"Person" means any individual, company, corporation, partnership, joint venture, trust, unincorporated organisation, government or Government Body or any other legal entity.

"Primary Services" means the services that are part of the EMR Services described in Clause 7.2.2.

"Project" shall have the meaning provided in Recital E to this Agreement.

"Project Facilities" means the facilities that are required for the implementation of the Project and shall include the Ambulances (other than CATS Ambulances), First Responders, Base Stations, Designated Parking Areas, Emergency Response Centre and other permanent or temporary facilities developed or made available to the Operator under any suitable arrangement, for implementation of the Project including all civil works, plants, technology, software, equipment, materials and spaces provided/procured, constructed and/or installed at the Base Station Site or Designated Parking Areas or in such facilities as may be agreed to by DoHFW.

"Performance Standards" means the performance standards in accordance with which the Operator has to provide the EMR Services, which are detailed in Schedule II.


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"RFP" means Request for Proposal document For "PPP Project on Expansion of Pre-Hospital Emergency Medical Response (Ambulance) Services in NCT of Delhi" issued by DoHFW on 21st October 2008 for the purposes of selecting an Operator for the Project on a competitive bidding basis.

"Rupees" or "Rs." refers to the lawful currency of the Republic of India.


"Secondary Services" means the services that are part of the EMR Services described in Clause 7.2.2.


"Scheduled Commencement Date" means the date falling on the first day of the seventh month from the date of execution of this Agreement, which shall be the date on which the Operator shall be required to commence providing the EMR Services in accordance with this Agreement.

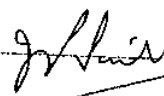
"Standard Operating Procedures" means the standard operating procedures and practices governing the implementation of the Project that will be developed by the Operator and approved by DoHFW, which shall be deemed to be part of this Agreement as Schedule II A and which may be amended from time to time only with the prior approval of DoHFW, subject to the right of DoHFW to direct a modification in the Standard Operating Procedures, from time to time. The Standard Operating Procedures will include a Standard Ambulance Operating Protocol as annexed in Schedule II B.

"Standard Ambulance Operating Protocol" means the protocol that will govern the operation of the Operator Ambulances detailing the area of operation for each Operator Ambulance, the criteria for determining the Appropriate Hospital for various categories of Patients and other related aspects, which shall be developed by the Operator in consultation with DoHFW and will be part of the Standard Operating Procedures and which may be amended/modified from time to time only with the prior approval of DoHFW, subject to the right of DoHFW to direct a modification in the Standard Operating Procedures, from time to time.

"Taxes and Duties" means all taxes (including road tax, property taxes), duties, fees etc. payable by the Successful Bidder/Operator in accordance with the applicable laws in India in connection with the development, operation and management of the Project.


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"Term" means the time period commencing from the date of execution of this Agreement and extending till the expiry of six (6) years from the Effective Date or in the event this Agreement is terminated earlier in accordance with the provisions of this Agreement, the Term shall come to an end on the Termination Date.

"Termination" means the early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement from the Appointed Date due to efflux of time in the normal course.

"Termination Date" means the date specified in the Termination Notice as the date on which Termination occurs.

"Termination Notice" means the notice of Termination by either Party to the other Party, in accordance with Clause 17.3 of this Agreement.

"Tertiary Services" means the services that are part of the EMR Services described in Clause 7.2.2.

"Third Party" means any Person other than DoHFW and the Operator.

"User" means any person, including a Patient, who has requested or on whose behalf an Ambulance has been requested through a call placed with the Emergency Response Centre.

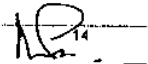
"User Charges" means the amount that an Operator is allowed to charge on the use of ambulance service availed by such User in accordance with Clause 11 of this Agreement.

"Vacant Possession" means delivery to the Operator, of unencumbered possession and the grant of all easementary rights and all other rights appurtenant thereto of the Sites and the Project Facilities for the purposes of the implementation of the Project.

"WPI" means wholesale price index published by the Ministry of Industry, Government of India and shall include any index, which substitutes the WPI.

1.1 Interpretation


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In this Agreement, unless the context otherwise requires,

- (a) any reference to a statutory provision includes the provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- (b) references to Applicable Law includes the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- (c) the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
- (d) the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (e) the words "include" and "including" are to be construed without limitation;
- (f) any reference to a day, month or year means a reference to a calendar day, calendar month or calendar year respectively;
- (g) the Schedules to this Agreement form an integral part of this Agreement as if they are expressly set out in the body of this Agreement;
- (h) any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- (i) references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of this Agreement;
- (j) any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party in this behalf and not otherwise;
- (k) any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates.

2. Appointment of the Operator


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DoHFW hereby appoints the Operator and the Operator hereby accepts its appointment to: (i) undertake the procurement of Ambulances and First Responders in accordance with the terms and conditions of this Agreement, (ii) undertake the procurement, design, installation, financing, operation, maintenance and management of the Project Facilities and (iii) provide the EMR Services through the operation and maintenance of the Project Facilities, in accordance with and subject always to the terms and conditions of this Agreement, for the Term of this Agreement.

Provided, that the Operator acknowledges and agrees that this Agreement and the implementation of the Project shall comply with and be subject to present and future Applicable Laws including any statutory authority that may be constituted to regulate emergency medical response services.

3. Term

The Parties hereby agree that this Agreement shall be in full force and effect for the entire Term, in accordance with the provisions of this Agreement.

4. The Project Facilities

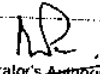
4.1 Ownership of the Project Facilities

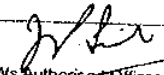
- (a) All the Ambulances, First Responders, equipment and material that are procured by the Operator for the purposes of the implementation of the Project shall be the sole and exclusive property of DoHFW. The DoHFW shall be the registered owner of all the Ambulances and First Responders and the associated equipment, software and hardware, *provided*, in the event the software is developed by the Operator itself, then it shall provide the DoHFW, free of cost, an irrevocable perpetual user license, in accordance with the provisions of this Agreement, for the purposes of using the said software for the EMR Services and shall not allow any third party to use such software without the prior approval of DoHFW.

The space that is provided by DoHFW for the Emergency Response Centre and the other areas such as the Designated Parking Areas and the Base Station shall be provided for no monetary consideration for the period co-terminus with the Term of the Agreement.

Provided, that the Operator shall fulfil at his cost and expense all formalities such as registration processes that are required in accordance with the Applicable Law.


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The Operator shall ensure that it allows CATS Ambulances to be also parked at the Base Stations, in the event such an arrangement is considered necessary by CATS for deployment of the CATS Ambulances.

- (b) The Operator has no right, title or interest or any form of ownership rights over any of the Project Facilities. It is hereby clarified that the Operator shall not get any right, title or interest in the Ambulances or First Responders or any equipment and material provided by DoHFW under this Agreement and the Operator has no right to create any right, interest or title or any Encumbrance in relation to the Site, Project Facilities in favour of any Third Party.

4.2 Access to Project Facilities

DoHFW shall provide the Operator with unhindered access to the Project Facilities (including but not limited to the Base Stations and Designated Parking Areas) for the Term of this Agreement, only for the purposes of the implementation of this Agreement and to enable the Operator to operate, maintain and manage such Project Facilities and provide the EMR Services in accordance with the terms and conditions of this Agreement.

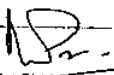
At the end of the Term, the Operator is obligated to transfer back the Project Facilities and any material equipment and space provided by DoHFW free from any Encumbrances in accordance with the terms and conditions of this Agreement.

4.3 Depreciation

For the purpose of only claiming depreciation under the applicable laws, the property representing the Capital investment made by the Operator in Project Facilities shall be deemed to be acquired and owned by the Operator and DoHFW shall not have any claim on the depreciation so obtained by the Operator. This will not prejudice the ownership of all Project Facilities by DoHFW.

5. Use of Project Facilities

5.1 Specific Purpose


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- (a) The Operator shall not use the Project Facilities for any purpose other than for the purpose of operating, maintaining and managing the EMR Services and to implement the Project pursuant to this Agreement.

It is hereby clarified that the Project Facilities, including any equipment, material and space cannot be used for any other business by the Operator at any time during the Term.

- (b) The Operator cannot construct any structure, permanent or temporary, at the Project Facilities at any time during the Term, other than with the prior written permission of DoHFW.


5.2 Access to Project Facilities Co-Terminus with the Agreement

DoHFW hereby assures and represents to Operator that the access which would be provided to the Project Facilities shall be co-terminus with the Term of the Agreement.

6. Scope of EMR Services

- (a) The scope of the EMR Services in addition to the obligations provided in Clause 7 below and all Schedules to this Agreement and the implementation Plan includes: (i) procurement, operation, maintenance and management of the Ambulances and the First Responders (ii) operation, maintenance and management of the Base Station, Emergency Response Centre, Designated Parking Areas, office, storage facility and any other associated facilities, (iii) procurement, operations and maintenance of equipment, technology, hardware and software required for such EMR Services including the ERC (iv) staffing and training of personnel for the operation, maintenance and management of such services including recruitment of persons of suitable qualifications and providing training to personnel that are required to be associated with the Ambulances and First Responders and ERC. (v) creating, reporting and maintenance of the database that is generated through operation, maintenance and management of the EMR Services, particularly from the records of the call received at the Emergency Response Centre and follow good industry practice with respect to database management, and (vi) ensuring that the performance standards in relation to such services are satisfied at all times.


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Provided, the scope of the EMR Services provided shall, in addition to the criteria specified in this Agreement, include all such supervision, reporting, review, maintenance and management, materials, equipment, personnel and all other items, equipment and services necessary to provide efficient and effective EMR Services in accordance with the terms of this Agreement and Applicable Law.

It is hereby clarified, that due to the nature of EMR Services that are provided under this Agreement, the Operator cannot suspend the discharge of any its obligations and functions in relation to the implementation of the Project in accordance with Clause 16 (Force Majeure).

- (b) The Operator shall commence operations of the EMR Services from the date of Letter of Commencement by DoHFW to Operator. The Parties agree that the EMR Services can be commenced in a phased manner in accordance with the provisions of this Agreement (Refer Schedule VII) and the Implementation Plan agreed to with DoHFW.

7. Obligations of the Operator


7.1 General Obligations

The Operator shall operate, maintain and manage the Project Facilities for the entire Term, safely, reliably, economically and efficiently. Without prejudice to the generality of the foregoing the Operator shall maintain, operate and manage the Project and adhere to requirements for the implementation of the Project:

- (a) Submit to DoHFW, the certificate of registration / license issued by the office of the Transport Department, Government of National Capital Territory of Delhi, immediately on the receipt thereof, in relation to each of the Ambulances and First Responders. The Operator shall apply for and bear all costs and expenses towards the registration, immediately on procurement of the Ambulances and First-Responders (including CATS Ambulances). All the CATS Ambulances shall be handed over to CATS immediately on their registration. The costs and expenses incurred by the Operator towards the registration of CATS Ambulances shall be reimbursed on actuals. It is clarified that the registration of CATS Ambulances shall be done in the name of CATS and the registration of Operator Ambulances shall be done in the name of DoHFW


- (b) Procure all Applicable Permits at its cost and expense and be in compliance thereof at all times during the period of this Agreement;



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- (c) Comply with Applicable Laws at all times during the Term of this Agreement and in particular shall conform to the laws pertaining to employees and their environment, health and safety aspects;
- (d) Adhere to all requirements relating to employees and labour, as per as the Applicable Law;
- (e) Maintain the vehicles in accordance with the provisions of Motor Vehicles Act read with the Delhi Motor Vehicles Rules, 1993, as amended from time to time, and shall carry out necessary repairs and maintenance at it's own cost;
- (f) Throughout the Term of the Agreement, at its cost and expense, purchase and maintain insurance for all Project Facilities including the Ambulances and First Responders, and equipment and material required for the implementation of the Project in accordance with Clause 14 of this Agreement and those that may be required under Applicable Law;
- (g) Provide EMR Services without interruption, 24 hours per day, 7 days per week, 52 weeks per year, for the full Term of this Agreement without regard to the Patients religion, age, sex or ability to pay in accordance with the terms of this Agreement at their own cost;
- (h) Indemnify DoHFW against all suits, claims, actions and legal proceedings in accordance with Clause 15 of this Agreement;
- (i) Ensure that each of the Project Facilities are maintained properly and diligently and shall enter into a suitable annual maintenance agreement, in accordance with Clause 7.2.9 of this Agreement, with appropriate qualified agencies in this regard;
- (j) Maintain daily records of response time, transportation time, time schedule of performance of the activities envisaged and other such relevant information, and provide the same to DoHFW in accordance with Schedule XIII;
- (k) Maintain a complaint register for registering the grievances of customers and other stakeholders;

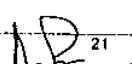

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- (l) Not to assign or sub-let any of its rights or obligations under this Agreement without the express written consent of DoHFW;
- (m) Bear all operation costs and expenses including expenses incurred towards salaries to its employees and any other related expenses;
- (n) Ensure that it publicises and does the marketing of the Project. It is agreed that the costs relating to the publicity and marketing of the Project shall be borne by the Parties as follows: (i) from the Appointed Date till Scheduled Commencement Date such costs shall be borne by DoHFW and (ii) from the Scheduled Commencement Date till the end of the Term of this Agreement such costs shall be borne by the Operator;
- (o) Pay all Taxes and Duties under the Applicable Law;
- (p) Ensure that the work place for its personnel and or any authorised visitor is safe and free from hazards and in accordance with Applicable Law;
- (q) Ensure that the Project Facilities are in good working condition at all times in accordance with the provisions of this Agreement including, without limitation, at the time of transfer to DoHFW;
- (r) Ensure due compliance and implementation of the Business Plan read along with the Terms and conditions of this Agreement.
- (s) Ensure that, in the event DoHFW gives a twenty four hour advance notice in writing to that effect, such number of Ambulances as may be notified by DoHFW are : (i) available on stand by for use by DoHFW and/or (ii) are stationed/parked at such points as may be notified by DoHFW. Without prejudice to the generality of the foregoing sentence, the Operator shall ensure that Ambulances are deployed as per instructions of DoHFW during the Commonwealth Games, 2010 and during events of national importance, as notified by DoHFW from time to time
- (t) Fully cooperate and participate in activities that relate to disaster preparedness organised by any agency of GNCTD, where or required, at no cost to DoHFW. Operator shall conduct DoHFW approved exercises and disaster drills and other interagency training in preparation for this type of response; and;


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
- (u) At all times perform the obligations under this Agreement subject to the direction and reasonable control of DoHFW and comply with the instructions of the DoHFW Representative during the subsistence of this Agreement

7.2 Specific Obligations

7.2.1 Providing pre hospital emergency medical response (ambulance) services:

- (a) The Operator shall provide the EMR Services within the response time indicated in the Performance Standards specified in Schedule II and this Clause below and transport any Patient as soon as a request for an Ambulance is made (and in no circumstances exceeding the time limits specified for response time in Schedule II and this Clause below) at all times during the Term with out any discrimination within the area covered by NCT of Delhi, subject to and in accordance with the terms and conditions of this Agreement and this includes the following:
- (i) formulating, in consultation with DoHFW, a contract management plan in accordance with which it shall implement the Project and provide the EMR Services;
 - (ii) providing pre-hospital care emergency transportation service under the supervision of trained personnel at all times every day during the entire Term;
 - (iii) ensuring that the ambulance is available within the time periods specified in Schedule II;
 - (iv) collect Users/ Patients from the relevant location and transport them to the nearest Appropriate Hospital in accordance with the Standard Ambulance Operating Protocol. It is hereby clarified that the Operator can collect/pick up Patients only within the area of the NCT of Delhi.
 - (v) ensuring that the Patient concerned is handed over properly to the Appropriate Hospital for definitive care in accordance with the Performance Standards including the Standard Operating Procedure and Standard Ambulance Operating protocol provided in Schedule II; and
 - (vi) in the event of a particular healthcare facility not having the provisions to take in a particular type of emergency Patient, the Patient to be transported to the next nearest healthcare facility after stabilization where the requisite treatment facilities are available;
 - (vii) in the event of a call coming in from a congested area or a mass casualty event or calls coming from places where it may take the nearest ambulance more than the time period specified in Schedule II, to reach, the first responders should be deployed to initiate patient care;
 - (viii) ensuring that a First Responder, where required, should reach the site within 15 minutes of receiving dispatch orders;


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- (ix) ensure that each Ambulance and First Responder vehicles and all Government Hospitals are provided and equipped with wireless sets with two way radio communication and provided with a GPS communication system in accordance with Schedule IV of this Agreement and bear all costs and operating charges in that connection;
- (x) ensure that the communication system used in the Project Facilities is capable of integration with the secured communication network (using TETRA technology) being set up for the Commonwealth Games in the year 2010;
- (xi) ensure that the Emergency Response Centre is integrated with Police and the Fire Control Room for effective and timely communication;
- (xii) The trained medical personnel associated with a First Responder should initiate triage and basic patient stabilization procedures immediately upon reaching the site and continue to provide basic stabilization till the arrival of the Ambulance(s);
- (xiii) The Operator cannot under any circumstances, charge a User Charge from any Exempt Category User in accordance with Clause 11 of this Agreement;
- (xiv) The Operator cannot, under any circumstances, charge a User Charge in relation to EMR Services provided by the First Responders; and
- (xv) Responding to any emergency call that may come in from the fire services department and/or police as appropriate with the assistance of DoHFW to ensure such integration.

In furtherance thereof, the Operator shall dispatch an Ambulance from the nearest point to the relevant location requested for by the User as soon as a request is made in accordance with the Performance Standards as provided in Schedule II of this Agreement. The Operator shall ensure, where required, the First Responder is dispatched from the nearest point to a Patient/User as soon as the request is made so as to ensure immediate basic assistance is provided to the Patient/User.

- (b) The Operator shall be liable to the penalty specified in Schedule IX for each Non Response Default and Non Transfer Default. Provided however, in the event there have been more than ten (10) cases of Non Response Default and/or Non Transfer Defaults and/or ten (10) cases combined of Non Response Default and Non Transfer Defaults, within a period of three (3) consecutive months, such an event shall constitute a Material Breach on part of the Operator triggering consequences under Clause 17.1 read with Clause 17.3 of this Agreement. Provided that, this provision shall be applicable only in three months after the Scheduled Commencement Date.

7.2.2 Prioritisation of EMR Services


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(a) The EMR Services provided by the Operator to a User/Patient shall be prioritised in a descending order on the following basis:

- (i) Primary Service: providing medical assistance and transportation of a Patient from the location of the accident, emergency or medical emergency to the nearest Appropriate Hospital (in accordance with Clause 7.2.1 (iv);
- (ii) Secondary Service: providing medical assistance and transportation of a Patient from one hospital to another;
- (iii) Tertiary Service: transporting patients from hospitals to their homes.

(b) A request by a User for a Primary Service has to be attended to and complied with by the Operator in accordance with the Performance Standards, Standard Operating Procedures and Standard Ambulance Operating Protocol as specified in Schedule II, II A and II B. Under no circumstances the Operator shall be permitted to give priority to a Secondary or a Tertiary Service over a Primary Service request. It is hereby clarified, that the Operator has to provide Primary Services within NCT of Delhi at all times during the Term. If an Ambulance is sent from a Designated Parking Area for a Secondary or Tertiary Service, the Operator shall ensure that there is no failure to meet Response Time standards, as specified in Schedule II, in relation to a call for a Primary Service that is received from the area that is covered by the relevant Designated Parking Area. The Operator can use only BLS Ambulances for the purposes of providing a Tertiary Service.

7.2.3 Area of Operation

Subject to the overall right of the DoHFW to amend the area of operations of the Operator, the area for providing EMR Services by the Operator shall be the area falling within the NCT of Delhi. The Operator shall not provide EMR Services outside the NCT of Delhi. Provided, however, the Operator shall be permitted to provide Secondary Services of transporting patients from one hospital located within NCT of Delhi to another healthcare facility falling outside NCT of Delhi (but within the National Capital Region), only in cases where a certificate is given by a certified medical professional/doctor at the referring hospital within the NCT of Delhi that the patient requires medical facilities at the other hospital falling within the districts adjoining to NCT of Delhi within the National Capital Region.


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7.2.4 Ambulances reserved for providing Primary Service

The Operator shall provide Primary Service to Users within the NCT of Delhi at all times during the Term as provided in Clause 7.2.2 (a) above.


For the purpose of ensuring that no Primary Service request is left unattended, the Operator has to ensure that an adequate number of BLS Ambulances and ALS Ambulances ("Reserve Ambulances") is at all times kept as a reserve for responding to requests for Primary Services. These Reserve Ambulances shall be deployed and maintained in such a manner so as to enable them to meet the response time standards specified in the Performance Standards in Schedule II.

7.2.5 Procurement

7.2.5.1 Procurement of Ambulances

(a) Operator Ambulances and First Responder Vehicles

- (i) The Operator shall procure a total of one hundred and fifty (150) Ambulances, out of which one hundred and forty one (141) will be BLS Ambulances and nine (9) will be ALS Ambulances, and twenty (20) First Responder vehicles and register them within a maximum period of twelve months from the date of execution of this Agreement in accordance with the provisions of this Clause 7.2.5.1(a) and Schedule VII. Furthermore it is clarified that all Ambulances (both CATS and Operator Ambulances) shall be physically delivered upon procurement and registration to the DoHFW, which will undertake an inspection of the same. Thereafter, DoHFW shall, on the specific request by the Operator in relation to the Ambulances that are identified to be Operator Ambulances, issue a letter of ambulance operation ("Letter of Ambulance Operation") authorizing the Operator to undertake the operation and maintenance of the identified Operator Ambulances in accordance with the terms and conditions of this Agreement. On the issue of the Letter of Ambulance Operation, the possession of the identified Operator Ambulances shall be given to the Operator. It is clarified that the Ambulances shall continue to be registered in the name of DoHFW and remain the property of DoHFW.


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(ii) It is hereby clarified that the Operator is being provided a period of six (6) months from the date of execution of this Agreement to procure and register, in accordance with sub-clause (b) below, at least fifty per cent (50%) of the total number of the 150 Ambulances with their associated staff and trained medical personnel (doctors, nurses and paramedics as stipulated in this Agreement) and establish and develop the Emergency Response Centre including all the software, technology and the equipment required for the operation of the Emergency Response Centre. The Operator may use this six month period for testing the operation, maintenance and management of the Ambulances and the Emergency Response Centre.

(iii) The Operator shall procure and register all twenty (20) First Responder Vehicles within one (1) year from the date of the signing of the Agreement in accordance with the Schedule VII.

(b) Procurement of CATS Ambulances

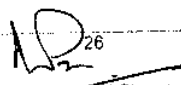
(i) The Operator shall ensure that it procures the Ambulances for the Operator Ambulances and the CATS Ambulances in a pro rata manner. The Operator shall ensure that all CATS Ambulances are immediately delivered and their possession transferred to DoHFW on their procurement and registration in accordance with the terms and conditions of the Agreement. The Operator shall bear the costs related to the registration of the CATS Ambulances.

(ii) The Operator shall ensure that such Ambulances procured for CATS meets the BLS specifications provided in the Schedule III and are fully equipped and furnished at the time of handover to CATS.

(iii) The Operator shall be required to hand over all the 39 (thirty nine) CATS Ambulances to the DoHFW after registration, for the purposes of being operated under CATS within a maximum period of twelve months from the Appointed Date in accordance with Clause 7.2.5.1.

(d) The Operator shall adhere to the procurement list, specifications, schedules and guidelines laid down in Schedule III of this Agreement in a transparent and competitive manner.


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- (e) The Operator shall adhere to all Applicable laws in relation to road tax payments and related regulatory compliance requirements

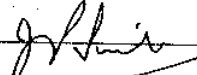
7.2.5.2 Procurement of Equipment, Technology and Software

- (i) The Operator shall procure all the requisite equipment for Ambulances and all IT and non-IT related equipment and material for a fully functional Emergency Response Centre for the implementation of the Project and providing EMR Services in accordance with the terms and conditions of this Agreement. The Operator shall adhere to the procurement list, specifications, schedules and guidelines laid down in Schedule III and IV of this Agreement in a transparent and competitive manner.
- (ii) The procurement of any software by the Operator that would be used for providing the EMR Services shall be governed by the following: (a) the Operator shall ensure that all software that is procured from vendors is purchased, at the sole cost of the Operator, in the name of DoHFW and the Operator shall continue to pay the license fee that may be payable in respect thereof. The Operator shall notify DoHFW of the terms and conditions on which any equipment, software or technology has been procured from a Third Party, and (b) in the event the Operator has any software that it has developed and which it uses in relation to the Project, it shall vest the DoHFW with an irrevocable perpetual license to use the relevant software.

The Operator shall ensure that all the equipment and technology (excluding software which has to be procured in the name of DoHFW in accordance with the preceding paragraph) that are procured for the purpose of providing EMR Services and implementation of the Project, if not procured in the name of DoHFW, shall be transferable, upon the expiry or Termination of the Term, to DoHFW without any limitation and any additional burden on DoHFW. The Operator shall bear all costs and expenses relating to obtaining any user license in favour of DoHFW or for ensuring the due transfer of the equipment, software and technology to DoHFW upon the expiry/ Termination of the Term. The Operator shall ensure that all warranties and/or guarantees that may be valid and existing at the time of expiry and/or Termination of the Term are also transferred to DoHFW with the relevant equipment hardware/software and/or technology, as the case may be.


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Further that the Operator shall at his cost and expense train personnel identified by DoHFW to use, operate, maintain and manage all the equipment, technology and software that are procured, developed and used for providing EMR Services in accordance with the training calendar prepared by DoHFW.

- (iii) The Operator shall procure all maps that are to be used in the provision of the EMR Services in the name of DoHFW. The Operator shall ensure that it uses and obtains only licensed maps of the scale 1:5000.
- (iv) DoHFW has the right to procure, at its own cost, any software or operating platform for the Emergency Response Centre and unless DoHFW undertakes to bear the cost of integrating such software with the operations of the Emergency Response Centre, the Operator would undertake best efforts to integrate such software/operating system with the operations of the Emergency Response Centre. In the event that DoHFW undertakes to bear the cost of such integration, then the Operator shall ensure the due integration of such software or operating platform with the operations of the Emergency Response Centre and the Operator shall ensure that such software/operating system is used for providing EMR Services and implementation of the Project. The Operator shall train all the personnel in relation to the additional platform for implementation of the Project at his own cost.

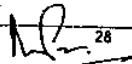
7.2.5.3 The operator shall procure only new Ambulances, First Responders, Equipments, Hardware and other project facilities that are required for the implementation of the project from the manufacturer or authorized dealer or agent thereof.

7.2.6 Performance Standards

As the service provided under this Agreement are in relation to providing medical assistance and services during emergencies the Operator shall comply with the Performance Standards set out in Schedule II and there shall be no lapse or negligence on its part to provide the EMR Services to any Patient at all hours during the entire Term. Penalties as applicable shall be levied in accordance with Schedule IX on non compliance with Performance Standards.

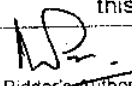
7.2.7 Operation, Maintenance and Management of the Project Facilities

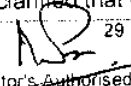

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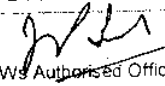
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- i. The Operator shall ensure the Project Facilities are in operation throughout the Term in good working order and condition and ensure compliance with the Performance Standards as specified in Schedule II of this Agreement, and this Agreement and ensure that the Project Facilities is free from hazards, clean, in compliance with Applicable Law and are generally well maintained.
- ii. The Operator shall design, develop and establish, operate, maintain and manage the Emergency Response Centre at his own cost and expense in accordance with the specifications for setting up and operating the Emergency Response Centre provided in Schedule IV of this Agreement. As a part of this obligation, the Operator is required to use, as the Emergency Response Centre number, the existing toll free number namely "102" that is presently being used by CATS as the primary number and such other additional toll free number that the DoHFW may notify as a secondary number. The cost relating to maintaining and operating the said toll free number shall be borne by the Operator. *Provided that* DoHFW/CATS shall retain the right to use the said toll free number on the termination of this Agreement.
- iii. The Operator shall only provide despatch instructions and information to the CATS Ambulances and shall not be responsible for the actual response of the CATS Ambulances to such despatch instructions/information. *Provided however*, the Operator shall be responsible to: (i) monitor that the relevant CATS Ambulance responds to a despatch instruction issued to it and (ii) in the event the relevant CATS Ambulance does not respond to a despatch instruction issued to it, the Operator shall ensure that another Ambulance (whether an Operator Ambulance or CATS Ambulance) is despatched as a substitute to the relevant CATS Ambulance. The Operator shall not be liable for any delay in Response Time Standards or Patient Transfer Standards attributable to a CATS Ambulance. The Operator shall report, in writing, any delay by a CATS Ambulance to the DoHFW within 24 hours of such default. The Operator shall not be liable to operate, maintain and manage the CATS Ambulances nor will it charge, retain or appropriate any User Charge from Users of the CATS Ambulance in accordance with Clause 11 of this Agreement. All User Charges in relation to CATS Ambulances shall be the property of and for the benefit of CATS. Once the CATS Ambulances are handed over in accordance with Clause 7.2.5.1(a) the Operator shall have no obligation in relation to the same. It is hereby clarified that the Operator shall operate, maintain and manage only the Operator Ambulances and First Responders in accordance with the terms and conditions of this Agreement. It is clarified that only the dispatch of the CATS Ambulances shall be


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

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regulated through the Emergency Response Centre and the Operator, for this purpose, shall ensure adequate seating space for a maximum of three representatives of CATS ("CATS Representatives") within the Emergency Response Centre. The role of the CATS Representative will be to coordinate the operations of the CATS Ambulances and to liaison between the Emergency Response Centre and DoHFW. The Operator shall have the right to dispatch a CATS Ambulance in addition to the Ambulances and the First Responders that are under its operation, to respond to a call from a User. Provided that, the CATS Ambulances shall not be stationed, regulated or controlled by the Operator in any manner whatsoever. The administrative control (including shifts, stationing of ambulances, etc.) of the CATS Ambulances shall be with DoHFW.

An operating manual shall be formulated, which would lay down details of modalities of coordination between CATS and Operators representatives for carrying out the EMR Services. It will detail the roles and responsibilities of the CATS personnel in the ERC and shall be annexed to the Standard Operating Procedures.

- iv. The Operator shall have to park the Operator Ambulances and the First Responders at the Base Station and the Designated Parking Areas in accordance with the strategic placement locations as mutually agreed to between the Parties (Refer Schedule I). In the event adequate parking space is not available at the Designated Parking Areas, DoHFW may permit the Operator Ambulances and the First Responders to be parked at a location arranged by the Operator as close as possible to the original location so as to ensure that the Operator Ambulance can be put into service on call at the earliest. Any parking charges applicable in relation to a Designated Parking Area shall be borne entirely by the Operator.
- v. The Operator shall ensure that the operation of the Ambulances as part of the EMR Services pursuant to this Agreement is co-ordinated with other ambulance service providers within the NCT of Delhi.
- vi. The Operator shall ensure that First Responders are sent to congested areas or other such areas where Ambulances would be unable to reach within the response time as stipulated in the Performance Standards in this Agreement.

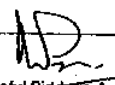
7.2.8 Repair and Replacement


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- (i) The Operator shall provide to DoHFW a list of all such equipment and material comprising the Project Facilities and their corresponding warranties.
- (ii) The Operator shall not remove from the Project Facilities any medical, communication equipment, materials and non-consumable items without the prior written consent of DoHFW or its representative. The Operator shall at its own cost and expense arrange for any other material, equipment and space for the operation, maintenance and management of the Project Facilities and the implementation the Project. The Operator shall also bear the cost of transport, loading and unloading, stacking and proper storage for all equipments and materials. The Operator has to inform DoHFW in writing regarding the procurement of such equipment and material within seven (7) days of such procurement. DoHFW does not undertake to supply any equipment or materials or tools during the Term of this Agreement other than those specifically agreed to it. However, if DoHFW does provide any equipment, material or spaces to the Operator, the Operator shall undertake the management and maintenance of such equipment, material or spaces, at its own cost.
- (iii) The Operator shall maintain complete and accurate records of all equipment, materials, consumables and spare parts procured and shall provide copies of such records to DoHFW upon request.
- (iv) The Operator shall operate, maintain and manage all the equipments and material for the purpose of the implementation of the Project. In addition, the Operator also has to repair and replace any material, equipment and space or any part thereof that may have been provided by DoHFW, if any, irrespective of the subsistence of the warranties for such equipment at the time of such repair or replacement.
- (v) The Operator at its own cost and expense has to repair and replace or make good any damage to the equipment or material during the Term of this Agreement.
- (vi) In the event of an irreparable damage to an Operator Ambulance or First Responder due to any reason whatsoever (including but not limited to Force


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Majeure), the Operator shall at its own cost, within a maximum period of three months, replace the damaged vehicles.

- (vii) All equipment and materials procured by the Operator shall conform to the technical requirements and test certificates as per the business and industry practices and all such documents and certificates shall be provided upon request by the DoHFW. DoHFW shall also have the right to inspect and check the quality and quantity of the materials and their storage and also to such equipment and materials tested. All costs and expenses associated with any such test shall be borne by the Operator.

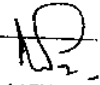
7.2.9 Annual Maintenance Contract

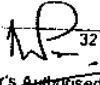
The Operator shall procure and maintain an Annual Maintenance Contract ("AMC") at its own cost and expense for the entire Term in respect of all the Project Facilities (including Operator Ambulances, First Responder vehicles; all software, hardware, equipment and material) used for providing the EMR Services and implementation of the Project.

The Operator shall maintain complete and accurate record of all the AMC's that are maintained under this Clause and furnish these records and any related information to DoHFW when such records and information is required by DoHFW.

7.2.10 Recruitment, Training and Remuneration

- (i) The Operator at its cost and expenses has to recruit and train all personnel required for the operation, management and maintenance of the Project Facilities and providing EMR Services under this Agreement. The recruitment, training and remuneration of the personnel, employees and staff required for the operation, maintenance and management of the 111 Ambulances directly under the Operator, 20 First Responders and the Emergency Response Centre shall be the responsibility of the Operator and be in compliance with all statutory provisions enacted under the Labour and other Applicable Laws. Provided, no personnel, staff or employee under the Operator whether temporary or permanently employed for the purposes of implementation of this Project shall, under any circumstances, be deemed to be in employment with the DoHFW and the Operator shall ensure that its operations are conducted in a manner so that any employer-


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employee relationship is not imputed between DoHFW and the employees, personnel and staff of the Operator.

- (ii) **Trained Medical Personnel:** The Operator has to ensure that any trained medical personnel (including doctors, nurses and paramedics, emergency medical technicians) whose services are used in the Ambulances, the First Responders and at the Emergency Response Centre have to be certified and qualified in accordance with the Schedule V of this Agreement. The credentials of all such medical staff and paramedics have to be notified to DoHFW within fifteen (15) days of such employment.


Operator shall retain on file at all times, copies of all current and valid licenses, certifications and / or accreditations of all emergency medical personnel performing services in his employ. Operator shall further provide to DoHFW a list of Operators currently employed trained medical personnel and shall update the list whenever they enter or leave the Operator's employment.


In the event that DoHFW decides that a particular personnel should be removed from the position in the staff due to lack of requisite qualification, training or has consistently demonstrated lack of capability in providing the required services, the decision of DoHFW shall be final and binding.

- (iii) **Drivers:** Any driver of the Ambulance engaged by the Operator must have: (i) at the minimum a high school (10+2) pass certificate, (ii) must have valid driving license and (iii) shall be trained by the Operator in basic emergency medical response and safe driving.

In the event that DoHFW decides that particular personnel should be removed from the position of a driver due to lack of requisite qualification, training or has consistently demonstrated lack of capability in providing the required services, the decision of DoHFW shall be final and binding.

- (iv) **Personnel used in the Emergency Response Centre:** The Operator has to ensure that all the personnel used in the Emergency Response Centre have requisite training and skills so that they are able to take the specialised nature of calls made to the call centre. As the critical decision regarding the nature of response required for a particular call and prioritising dispatch of Ambulances and First Responders depend on the personnel


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employed at the Emergency Response Centre, they have to be trained with utmost care, skill and due diligence. DoHFW (on recommendations from any statutory, regulatory body of Council) may provide guidelines or set parameters for such training.

- (v) The Operator shall ensure that the services at the Emergency Response Centre are available at all times on all days during the entire Term of this Agreement.

It is mandatory that a doctor be present at every shift at the Emergency Response Centre.


DoHFW shall have a right to monitor and evaluate the training given to the personnel working in the Emergency Response Centre and the Ambulances and First Responders.

- (vi) The Operator shall ensure that persons identified by DoHFW shall be trained to use, operate, maintain and manage all the equipment, software and technology procured, developed and used for providing EMR Services and for the implementation of the Project.

7.2.11 Recording

The Operator shall:

- (i) maintain a daily record for the entire Term of the Agreement of the following: (a) calls that are taken in the Emergency Response Centre, (b) the nature of response that is given to every call, (c) record all medical and other information that is collected from a Patient during the course of providing any service under this Agreement, (d) any payment receipt that is given for taking the User Charges from the patients in accordance with the terms and conditions of this Agreement; (e) any instructions regarding the movement of driver of an Ambulance or a First Responder Vehicle, (f) distance covered by each driver on each day and (g) number of patients transferred categorised based on type of user and type of service, (g) Voice call logging and monitoring thereof and (h) advertising revenues if any.


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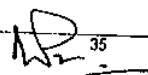
The aforesaid record and duplicate copies of cash receipts shall be safely and properly preserved and made available to DoHFW for verification whenever called for.

No information, in whole or in part, recorded under this Agreement from a Patient shall be destroyed by the Operator and this includes any information that is gathered from the calls made to the Emergency Response Centre.

Provided, that the above is not an exclusive listing of information and the management information system ("MIS") reports as required by the DoHFW from time to time shall be provided by the Operator;

- (ii) Establish and maintain a daily and monthly reporting system to provide access and retrieval of Project Facilities operating data including all such information which is necessary to verify costs and expenses incurred and User Charges that have been collected under this Agreement and otherwise to confirm that the Operator is in compliance with its obligations under this Agreement in accordance with the Schedule XIII. The Operator shall provide copies of such reports to DoHFW within five (5) days of the end of each month;
- (iii) Provide reports on accidents in respect of the Project Facilities, if any;
- (iv) Provide a copy to DoHFW of its annual audited accounts within one hundred and eighty (180) days of the end of the relevant financial year;
- (v) Report to DoHFW regarding any litigation or material claims, disputes or actions, threatened or filed, concerning the Project Facility or the obligations to be performed by the operator under this Agreement;
- (vi) Report to DoHFW any refusal or threatened refusal to grant, renew or extend or any action pending or threatened that might affect the granting, renewal or extension of any Clearance;
- (vii) Report to DoHFW all penalties or notices of violation issued by any Competent Authority; and


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- (viii) Report to DoHFW any material information concerning new or significant aspects of the operations, maintenance and management of the Project Facilities, any material complaint about the Project Facilities from any person or any other information received by the Operator which is material to the operation, maintenance and management of the Project Facilities.

The entire data base created by the books and records relating to the Project and provision of the EMR Services in NCT of Delhi shall be the property of DoHFW. All Project Facilities books and records shall be the property of the DoHFW and shall not be removed from the Project Facilities (except as necessary because of an emergency) without the prior written consent of DoHFW. The Operator shall be deemed to have a limited license to use the data base so created for the limited and specific purpose of providing the EMR Services within the NCT of Delhi, which license shall terminate and cease to be effective on the termination of this Agreement.


DoHFW may from time to time specify any changes to be made to the format of any report or information required thereunder.


Notwithstanding the reporting requirements of this Clause read together with Schedule XII, the Operator shall provide an accurate, complete and up-to-date record, report or document in relation to any aspect of operation, maintenance and management of the Project Facilities to DoHFW as and when a request is made as soon as reasonably practicable and in any event within any time limit prescribed by DoHFW for the production of such record, report or other document.

If under any Applicable Law or a clearance or approval, it is required to produce any report or any documents, the Operator shall prepare such information report diligently and expeditiously as possible thereafter. Such information reports shall be submitted to DoHFW for review within twenty (20) days of its communication by DoHFW to the Operator. The Operator shall take into account any comments or revisions proposed by DoHFW thereon.

7.2.12

Confidentiality of Information


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The Operator has to keep all medical and other information collected from a Patient/User during the course of providing any service under this Agreement completely confidential. No information, in whole or in part, recorded under this Agreement can be shared by the Operator, a sub contractor or an employee with any person who is not directly concerned with providing services to a Patient/User under this Agreement.

It is hereby clarified that the Operator shall not be permitted to keep any duplicate copies in print, electronic or any other form of the information collected and recorded after the expiry of the Term.

At the end of the Term, the Operator has to ensure that all information that is collected and recorded including any duplicate copies made of such information under this Agreement is handed/ transferred to DoHFW in accordance with the terms and conditions of this Agreement.

7.2.13 Assistance in Monitoring

The Operator shall provide all forms of assistance and support to DoHFW / DoHFW Representative (including independent consultant appointed by DoHFW as per Clause 10.2) so that effective monitoring and review by DoHFW can take place. This includes but is not limited to providing access to the Project Facilities at any time when a request for inspection or a visit by DoHFW or its authorised representative is made.

The Operator shall provide all information recorded and maintained in relation to the operation, maintenance and management of the Project Facilities to DoHFW at any time when the request for furnishing such information is made by DoHFW or its authorised representative.

7.2.14 Sub- contracting

The Operator shall not sub-contract the operation and management of the Operator Ambulances, First Responder and the Emergency Response Centre.


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7.2.15. Labour Laws

The Operator shall obtain all relevant labour registrations and comply with all relevant Indian labour laws and local labour laws applicable in the NCT of Delhi applying to its employees, and shall duly pay and afford to them all their legal rights. Copies of the documents affirming such compliance shall be given to the DoHFW or its representative upon request. The Operator shall make all deductions of Tax at source and all contributions to the Payment of Gratuity, Provident Fund and Employees' Social Insurance Scheme as may be required by such laws. The Operator shall require all employees to obey all Applicable Laws concerning safety at work. The Operator shall ensure that all its subcontractors strictly comply with all Labour laws.

7.2.16 Health and Safety

All precautions shall be taken by the Operator to ensure the health and safety of its staff and labour. The Operator shall, in co-operation with and subject to the requirements of the local health authorities, ensure that medical staff first aid facilities and sick-bay are available at the Project Facilities and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The Operator shall maintain records and make reports concerning health, safety and welfare of employees, and damage to property, as the DoHFW or its representative may reasonably require.

7.2.17 Billing and Collection

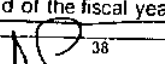
(i) The Operator shall maintain a business office within NCT of Delhi and a local / toll free number shall be maintained for all patient questions, complaints or disputes made from within NCT of Delhi.

(ii) Operator shall operate a billing and accounts receivable system that is well documented, easy to audit and which minimises the effort required of patients to recover charges from third party sources for which they are eligible.

7.2.18 Retention of Records and Backup of Operations

(i) The Operator shall retain all records and reports pertaining to this Agreement for five (5) years from the end of the fiscal year following the date of service; for any further


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period required by Law; and until all audits are completed and exceptions resolved for the Term of the Agreement. Upon request and except as otherwise restricted by Applicable Law, Operator shall make these records available to authorised representatives of DoHFW.

(ii). The Operator shall ensure that all records of the operation of the ERC and Ambulances are duly recorded and a back up of the same is taken on a tape drive meeting the following specifications:

- Recording technique: Linear Serpentine
- Number of Tracks: 896
- Native capacity: 700 GB
- Native Data Rate: 104 MBps
- Adaptive data rates: 104, 85, 70, 55, 41 and 35 MBps for
- 3592 cartridges initialized in Gen I format
- Burst data rate: 400 MBps
- High speed search: 10 mps

(iii) The Operator shall provide a wireless connection for emergency back up for the communication systems in case of a system breakdown.


7.2.19 Conflict of Interest

The Operator shall discharge its obligations and ensure the due performance of the EMR Services in accordance with the provisions of this Agreement and shall not allow any conflict of interest or conflicting commercial interests to direct or allow influencing its decisions. Any decision found to have been influenced or undertaken by a conflict of interest shall constitute a material breach of this Agreement.

8. Obligations of DoHFW

8.1 DoHFW shall:

- undertake a milestone based contribution towards the capital cost for the Project of a total sum of Rupees Twenty Five Crores (Rs 25,00,00,000/-) payable in four equal instalments. The balance amount shall be paid by the Operator;


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- b. demarcate the area comprising the NCT of Delhi into zones and notify the Operator regarding such zones from time to time. The demarcated zones as of the date of execution of this Agreement are as specified in Schedule I, which shall be used for the purposes of stationing and dispatch of Ambulances and First Responders for the implementation of the Project;
- c. Lease about 3000 square feet area for the establishment and operation of the Emergency Response Centre only for the purpose of implementation of the Project for the Term of the Agreement;
- d. enable coordination with all other emergency services such as police, fire brigade, hospitals and other authorities and corporations (including DDA, MCD and NDMC) having jurisdiction over various areas/facilities within NCT of Delhi;
- e. determine and notify the User Charges including revisions made therein that can be collected by the Operator from different category of Users in accordance with the Schedule VI of this Agreement.

Provided, the Operator cannot charge any User/Patient falling under the Exempt Category Users under Clause 11;

- f. make payments to the Operator in accordance with the Clause 12 of this Agreement;
- g. provide training guidelines and other specification for all trained medical personnel of all the Operator Ambulances and First Responder Vehicles;
- h. lay down the guidelines for monitoring, evaluation and reporting of the activities of the Operator;
- i. deploy at least one senior CATS official and two assistants in the Emergency Response Centre along with the personnel of the Operator responsible for overall management and functioning of the control room. It is clarified that the salary of all CATS employees, staff, personnel or representatives shall be borne by CAT
- j. lay down the Performance Standards for the management and operations of the ambulance services and ERC to be run by the Operator;


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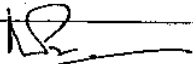
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- k. set up Monitoring Committee and a monitoring mechanism in accordance with Clause 10.2 to supervise the performance of the Operator under this Agreement;
 - l. ensure that payments of road taxes in relation to CATS Ambulances will be borne by CATS;
 - m. spread awareness regarding the Project. It is agreed that the costs relating to spreading awareness of the Project shall be borne by the Parties as follows: (i) from the Appointed Date till Scheduled Commencement Date such costs shall be borne by DoHFW and (ii) from the Scheduled Commencement Date till the end of the Term of this Agreement such costs shall be borne by the Operator;
 - n. facilitate the integration of the Emergency Response Centre with the Police and Fire Control Room for effective and timely communication;
 - o. where appropriate, provide necessary assistance to the Operator in securing Applicable Permits; and
 - p. observe and comply with all its obligations set forth in this Agreement;
- 8.2 DoHFW may provide assistance in identifying the Base Station Sites and the Designated Parking Areas for the Operator Ambulances and the First Responders. DoHFW shall make available the Base Stations, as far as practicable, at existing Government Hospitals, dispensaries or any government building or such other area as may be feasible to be used for this purpose within the zones. Any area used as a Base Station Site or a Designated Parking Area will be used only for the purpose of implementation of the Project for the Term of the Agreement. Any Base Station Sites and Designated Parking Areas provided by DoHFW shall be provided at no monetary cost to the Operator.

8.3 Public Grievances

DoHFW shall constitute a grievance redress committee that will comprise of officers nominated by DoHFW, representative of the Operator and a representative of the Emergency Medical Council ("Grievance Redressal Committee").


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In the event of any grievances received directly from Users or members of the public or from any Public Authority, the same shall be enquired by the Grievance Redressal Committee for redressal of the same.

In the event a grievance is from a User, the Grievance Redressal Committee shall send a notice of the same to the Operator and the Operator shall be required to submit its clarification/responses on the same within a period of seven days from the receipt of the notice thereof from the Grievance Redressal Committee. The decision of the Grievance Redressal Committee shall be communicated to the Operator within seven (7) working days from the date of submission of the written responses/clarifications by the Operator. The decisions of the Grievance Redressal Committee shall be binding on the Operator and the same shall be implemented by the Operator. DoHFW shall on receipt of the report from the Grievance Redressal Committee, impose such penalties, if any, as may be applicable on the Operator under the terms of this Agreement.

9. **Lock In Obligations of a Successful Bidder**


The Successful Bidder, namely Fortis Healthcare Limited, will be allowed to induct a maximum of two partners in the shareholding of the Operator, with the prior written approval of DoHFW, subject to the condition that the Successful Bidder shall at all times during the entire Term continue to hold a minimum of 51% paid up equity shareholding in the Operator ("Lock-In Period").


10. **Rights of DoHFW**

10.1 **DoHFW's Representative**

For the purpose of monitoring the Project and supervising the performance of the Operator's Obligation, DoHFW may nominate one or more of its officers as its representative ("DoHFW's Representative(s)") and promptly intimate in writing, such nomination to the Operator, clearly specifying the name(s) of such officer(s) with the specific tasks for which he would act as DoHFW's Representative.

DoHFW shall have the right to appoint a consultant to act as a DoHFW Representative for the purposes of enabling due monitoring of the Project and supervising the performance of the Operator.


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Any instruction given by DoHFW's Representative(s) in writing shall be valid and binding on the Operator.

10.2 Monitoring and inspection by DoHFW


DoHFW either through its Representative or the Monitoring Committee shall have the right to monitor and inspect:


- (i) All or any part of the Project Facilities including the Operator Ambulances, First Responder Vehicles, the Base Station, Designated Parking Areas and the Emergency Response Centre that are operated maintained and managed by the Operator;
- (ii) All call records and records of the Emergency Response Centre and records relating to the despatch of Ambulances and/or First Responders in order to monitor occurrences of any Non Response Default or Non Transfer Default and any non compliance with Performance standards;
- (iii) Any equipment or material (including hardware and any software) that is used as part of the Project Facilities or is used for providing EMR Services under this Agreement;
- (iv) Training programmes and any guidelines developed by the Operator to ensure compliance with the Performance standards and other requirements prescribed under the Agreement;
- (v) Any document that forms a part of the record collected by the Operator under Clause 7.2.11 or any other provision of this Agreement;
- (vi) Any approval or clearance that is procured by the Operator in relation to the implementation of the Project; and
- (vii) Any activity in relation to the operation, maintenance and management of the Project Facility and implementation of the Project.

The Operator shall provide terminal(s) for use of GPRS system that would, inter alia, enable DoHFW to keep a track of the movement of Ambulances and First Responder vehicles and record the calls received at the Emergency Response Centre.

DoHFW may also appoint an Independent Consultant at its own cost to monitor, inspect and evaluate the performance of the Operator's obligation and the implementation of the Project in accordance with the terms and conditions of this Agreement.

The Operator shall provide any additional information and assistance as and when DoHFW requests for such information and assistance


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10.3 DoHFW Right to Expand CATS

DoHFW, either itself or through CATS, shall have the option to: (i) increase the number of BLS Ambulances under CATS and/or First Responders, (ii) upgrade the BLS Ambulances under CATS to ALS Ambulances. DoHFW and CATS shall bear all costs relating to such expansion. The Operator shall have the obligation to integrate the use of any such additional Ambulances and/or First Responders that may be added to the fleet of CATS Ambulances in the overall operations of the ERC and the despatch of such Ambulances and First Responders will be also governed by the provisions of Clause 7.2.7(iii) and other provisions of this Agreement.


10.4 Multi-Casualty / Disaster response

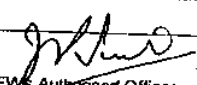
- i) In the event of a multi-casualty incident or other emergency, Operator shall endeavour to perform in accordance with applicable DoHFW emergency plans and shall use best efforts to maintain primary emergency services including suspension of non-emergency services as required.
- ii) DoHFW shall exempt Operator from response time and staffing standards during multicasualty incident and disaster response when such exemption is in the public interest.
- iii) Internal Disaster Response Notification. Operator shall ^{*}implement a plan for immediate recall of personnel during multi-casualty incidents or other emergency condition. This plan shall include the capability of Operator to alert off-duty personnel.
- iv) Incident Notification: Operator shall have a mechanism in place to communicate current field information to appropriate DoHFW and its staff during multi-casualty incident, disaster or other unusual occurrences.

11. Right to Levy, Collect, Retain and Appropriate User Charge and Advertisement Revenue

- 11.1 Subject to and in accordance with the terms and conditions set out in this Agreement, DoHFW hereby grants to Operator and Operator hereby accepts exclusive right and authority, during the Term, to charge, collect, appropriate and retain a User Charge for the services provided to Users in so far as it is used in relation to the implementation of the Project, provided however that the


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quantum of User Charges that can be charged in relation to providing services to a User under this Agreement shall be determined by DoHFW. The Operator cannot under any circumstances, charge a User Charge in relation to services provided by the First Responders.

11.2 Exempt Categories:

(i) Notwithstanding the provisions of the Clause 11.1 above, the Operator shall not charge, collect, appropriate and retain any User Charge from certain categories of the Users who are the Exempt Category Users. The Exempt Category Users are all bona fide occasions as follows:

(aa) all road/rail accident Patients;

(bb) all Below Poverty Line Patients (against BPL card or any other suitable identification issued by GNCTD) for both primary and secondary services;

(cc) all calls related to natural and/or man-made disasters and/or natural calamities;

(dd) all secondary transfers from Government Hospitals to Government Hospitals;

(ee) all calls from Police and Fire services;

(ff) Obstetric emergency cases (but only upon certification of the emergency from the receiving hospital);

(gg) all cases where only first aid is provided and no transfer of the Patient in the Ambulance was required ;

11.3 User Charges:

The Operator may charge, collect, appropriate and retain a User Charge from other Users other than Exempt Category Users. A list of the quantum of User Charges that can be charged as specified by DoHFW is provided in Schedule VI of this Agreement.

It is clarified, that:

- (1) the User Charges specified in Schedule VI of this Agreement is all inclusive, including consumables and statutory levies etc. These are upper ceiling amounts and the Operator cannot charge any User charge above the amounts stipulated therein. However, the Operator shall have the flexibility to charge any amount lower than the amounts specified


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in Schedule VI. The amounts stated in Schedule VI shall be subject to revision in accordance with the provisions of this Clause; and

- (2) the Exempt Category Users shall be exempted from paying User Charges only in relation to Primary Services and not Secondary or Tertiary Services. Provided however that Secondary Services which involve transfer of Patients by one government hospital to another government hospital within NCT of Delhi. Provided further that Secondary Services in respect of all BPL Patients from private hospital to government hospitals within the NCT of Delhi shall also be exempted from User Charges.

The User Charges shall be revised annually at the end of each year from the Effective Date and DoHFW shall provide and notify the Operator of escalation as per WPI, subject to the maximum of a 15 % (fifteen percent) escalation of such User Charges from the Effective Date.

No User Charge can be charged, collected, appropriated and retained by the Operator when CATS Ambulances are being used for providing services to the Users under this Agreement.


The Operator cannot charge any other amount from the Users or the Patients unless it has been expressly provided in this Agreement.


11.4 Advertisement Revenue

The Parties hereby agree that, subject to the provisions of this Agreement and Applicable Laws, the Operator can allow only display of public service messages or advertisements issued by DoHFW and other Government entities and such messages or advertisement that comply with the guidelines specified by DoHFW (as may be amended by DoHFW from time to time) and which relate to public interest on or in relation to the Operator Ambulances. No other type of messages or advertisements are permitted to be displayed in or on the Operator Ambulances and only such public service messages and advertisements that comply with the DoHFW guidelines issued in this regard can be allowed by the Operator on or in relation to the Operator Ambulances.

All public service messages or advertisement required to be displayed by DoHFW on the Operator Ambulances shall be displayed by the Operator, free of any cost or charge in respect thereof.


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The Operator is permitted to receive, procure, retain and utilise any donations / grants that may be received from companies/entities/person in relation to funding the operations of the EMR Service ("Grant Funding") and in lieu of receiving such Grant Funding, the Operator may display only the name and logo of the relevant company/entity/person providing such funds at such point on the surface of the Operator Ambulance as may be specified in Schedule III.

The Operator shall bear and pay, at its own cost, all charges, Taxes and Duties that may be applicable in relation to the display of such public service messages and advertisements on behalf of DoHFW or GNCTD (including but not limited to those provided by DoHFW or any other government agency) or for the display of logo of corporates.

The Operator shall also bear and discharge any revenue sharing obligations that may be applicable in relation to the display of such public service messages or advertisements or for the display of logo of corporates under the Outdoor Advertisement Policy of the Municipal Corporation of Delhi, as applicable from time to time.

12. Payment

12.1 Types of Payment

Subject to the provisions of this Agreement and in consideration of the Operator undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, DoHFW agrees and undertakes to pay to the Operator the following amounts:

- (i) A milestone based contribution towards the capital cost for the Project of a total sum of Rupees Twenty Five Crores (Rs. 25,00,00,000/-) to be paid in four equal quarterly instalments ("Fixed Payment"); and
- (ii) A monthly equated annuity payment, which shall commence from the Effective Date from the DoHFW, as a consideration of the Operator undertaking to perform and discharge its obligations ("Monthly Annuity"). The amount of Monthly Annuity that is payable shall be as stipulated in Schedule X. Provided however, till such time as the Operator is able to procure, register and in relation

- (1) CATS Ambulances, deliver all of them to CATS in accordance with the terms of this Agreement; and


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- (2) Operator Ambulances, commence operation of all of the Operator Ambulances, in accordance with the terms of this Agreement;

The amount of Monthly Annuity that will be payable to the Operator shall be adjusted pro rata with respect to the total number of Ambulances that have been procured, registered and delivered or commissioned (as the case may be), till the end of the relevant month for which the Monthly Annuity is being paid, vis a vis the total number of Ambulances as targeted in Schedule VII. As and when all the Ambulances have been procured, registered and delivered or commissioned (as the case may be), the total amount payable as Monthly Annuity shall start to be paid to the Operator.


12.2 Mechanism of Payment

The Fixed Payment shall be given to the Operator and shall be paid in four equal instalments within a predetermined time period on achievement of the procurement and registration obligation in relation to the Ambulances (the "Milestones") in accordance with Schedule VII. In the event any penalties become applicable, in accordance with Schedule IX to this Agreement, on the Operator in relation to procurement of Ambulances and First Responders, the same shall be set off and deducted against the Fixed Payments payable.

Provided, however, at the end of Phase 1 as indicated in Schedule VII, the Operator should have procured a minimum of 25% of BLS Ambulances. A list of the Milestone requirements is provided in Schedule VII of this Agreement.

- a. The Monthly Annuity shall be paid subject always to the percentage of Exempted Category Users, transferred from the relevant location to the Appropriate Hospital, in the previous month, being equal to or more than fifty percent (50%) of Total Users to whom the EMR Services were provided in the relevant month. It is clarified that only such of the Patients that are falling in the Exempted Category Users which were transferred from the relevant location to an Appropriate Hospital in an Ambulance, will be considered for the purposes of determining the percentage of the Exempted Category Users to whom the EMR Services were provided in the relevant month.


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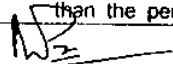
In the event the percentage of Exempted Category Users to total Users is below fifty percent (50%) for a month, the following provisions will become applicable: (1) for a drop within the range of 45% to 50% no fine or charge will be levied on the Operator and (2) for a drop below 45%: as a first step the total percentage drop in Exempted Category will be converted into shortfall of numbers of patient transfers based on the total number of patient transfers for the relevant month (the number of calls so determined shall be referred to as "Penalty Calls"), thereafter an amount equal to twice the then prevailing charge for providing a B.S Ambulance to a paying User shall be levied as a fine on the Operator for each Penalty Call. In the event the Operator fails to pay the applicable fine, the same can be recovered by DoHFW through encashment of the Performance Guarantee to the extent of the relevant Penalty.

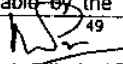
- b. The Operator shall be required to submit invoices by 5th (fifth) day of every month, for the previous month, along with a declaration stating that he has performed all the activities and tasks envisaged under this Agreement. Upon verification of the same, DoHFW shall, within 15 (fifteen) days from the date of receipt of the invoice from the Operator ("Due Date"), pay to the Operator the balance Monthly Annuity after deductions as provided in Clause 12.2(a) hereinabove.

The Monthly Annuity shall be paid to the Operator on pro rata basis, based on the number of ambulances commissioned vis a vis as targeted in Schedule VII, starting from the Effective Date. In the event of delay of commissioning of all ambulances and First Responders as provided in Schedule VII, the penalties as provided in Schedule IX shall be payable by the Operator, which would be adjusted against the Fixed Payment or Monthly Annuity or be recovered from the encashment of the Performance Guarantee, as the case may be in accordance with the terms of this Agreement.

The Monthly Annuity paid to the Operator shall be given after deducting: (i) any TDS or other taxes as required to be deducted under the Applicable Law, (ii) any penalties, that may be imposed by DoHFW and (iii) any amounts recoverable by DoHFW under this Agreement.

It is hereby agreed that any penalties imposed on the Operator shall be first sought to be adjusted against the Monthly Annuity or any other amounts payable to the Operator by DoHFW. Only in the event that either no Monthly Annuity is payable or the Monthly Annuity together with any other amounts payable to the Operator by DoHFW are less than the penalty(ies) payable by the Operator and other deductions imposed on the


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Monthly Annuity, shall such excess penalty amounts and/or required deductions be recovered through the encashment of Performance Guarantee.


The Operator shall keep 20% of all payments of the Monthly Annuity in a separate bank account as reserve as a contingency fund, till such time as the amounts in the said bank account equal to three months of Monthly Annuity payments ("Contingency Fund"). As long as the amount in the Contingency Fund is maintained at the required quantum (i.e. equal to three months Monthly Annuity payment), the Operator will not be required to divert 20% of all payments of the Monthly Annuity towards Contingency Fund. However, the obligation to keep 20% of all payments of Monthly Annuity towards Contingency Fund will become applicable in the event the amount in the Contingency Fund falls below the aforesaid required quantum, at any point of time during the Term. The Contingency Fund is required for the purpose of ensuring that adequate funds are available to provide the EMR Services and implementation of the Project under this Agreement and that the operations, maintenance and management of the Project Facilities is not disturbed or discontinued at any point of time during the Term.


The Contingency Fund shall be maintained throughout the Term and can cease to be maintained and all monies therein withdrawn only at the expiry of the Term or on Termination.

DoHFW shall have a right to inspect and verify, through an external third party auditor appointed by it for this purpose, the availability of adequate funds in the Contingency Fund and audit the accounts and records relating to the utilization of the said funds in order to ensure that they have been used only for the purpose of the Project as allowed under this Agreement, at any point of time during the Term. The Operator shall be under an obligation to extend all support and co-operation to such auditor and provide it with the records that it requests for. The Operator shall ensure that the amounts in the Contingency Fund are reflected in the quarterly financial statements that are to be submitted to DoHFW under this Agreement.

- d. Any delay in making any payment in accordance with the Clause 12. (a) & (b) above, without prejudice to any other consequences under this Agreement, entail payment of interest on the amount in default at prevailing medium term prime lending rate of State Bank of India plus 2% per annum calculated on a daily basis for the duration of delay.


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
- 12.3 All payments to the Operator shall be made by way of account payee cheque drawn in favour of the Operator, and payable at Delhi or through electronic bank transfer to the relevant bank account of the Operator.

13. Performance Guarantee

- (a) For due and complete performance of its obligations, the Operator shall deliver to DoHFW, simultaneously with the execution of this Agreement, an irrevocable and unconditional bank guarantee from a scheduled bank acceptable to DoHFW for a sum of Rs 60,00,000 (Sixty Lakhs only) ("Performance Guarantee"), in the form set forth in Schedule VIII of this Agreement. Provided that the amount of the Performance Guarantee shall be increased to Rs 100,00,000 (One Crore only) in the event the Monthly Annuity payable is or becomes less than Rupees Ten Lakhs (Rs. 10,00,000/-).

The Operator shall ensure that the Performance Guarantee of the increased amount is submitted prior to the commencement of the month from which no Monthly Annuity is payable to the Operator. The failure to submit the Performance Guarantee of the increased amount, if required to be submitted, shall be a Material Breach by the Operator and the then existing Performance Guarantee shall be liable to be encashed.

- (b) The Performance Guarantee shall be kept valid for: (i) the entire Term of this Agreement and (ii) a period of 12 continuous months from the end of the Term of this Agreement.
- (c) Any penalty or indemnification amount or any other amount becoming payable by the Operator to DoHFW under this Agreement can be recovered against the encashment of the Performance Guarantee, but only to the extent of such penalty/indemnification amount and only if such amount exceeds the Monthly Annuity payable to the Operator. In the event of a partial invocation of the Performance Guarantee, the Operator shall, if so required and within a period of three days from such encashment, replace the said Performance Guarantee with another valid and irrevocable bank guarantee for the entire amount as specified in sub-clause (a) above.
- (d) The Performance Guarantee shall be appropriated and encashed by DoHFW in the event of any breach of the terms and conditions or part thereof, with respect to the obligations on part of the Operator, mentioned in this Agreement.
- (e) The Performance Guarantee shall be returned to the Operator after a maximum of six months following the expiration of the period specified in sub-clause (b) hereof.


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14. Insurance

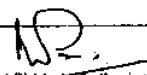
14.1 Operator's Insurance

The Operator shall effect and maintain in full force and effect policies of insurance for the entire Term, in respect of: (i) all the Operator Ambulances and First Responder vehicles, (ii) the Project Facilities, including equipment and materials used in the Project Facilities, (iii) professional and medical negligence claims; and (iv) third party claims for personal injury to or death of any person employed by the Operator and arising out of such employment, third party liability insurance and all insurance policies that are required under the Motor Vehicle Act, 1988 read with the Delhi Motor Vehicle Rule, 1993 and any other insurances as may be required by Applicable Law.

14.2 General Requirements of Operator's Policies

The Operator shall:

- (i) whenever required by DoHFW, produce the policies or certificates of any insurance which it is required to effect under this Agreement together with receipts for the premiums;
- (ii) effect all such insurances with an insurer and on terms approved by DoHFW and, if required by DoHFW, in the joint names of DoHFW and any other person nominated by DoHFW. Without prejudice to the generality of above paragraph procure that each policy of insurance contains a Clause providing that: (i) it shall not (and such others as the DoHFW may reasonably require to be a named party to the insurance) be invalidated with respect to DoHFW, by any act, breach, omission, neglect or failure of the Operator or, in the case of such others, by the Operator or DoHFW and (ii) that it clearly names DoHFW as the beneficiary of the insurance policy(ies);
- (iii) procure that each policy of insurance contains a Clause under which the insurers waive subrogation rights against DoHFW, its contractors (other than the Operator), their respective Affiliates and any employee of any of them and such others as the DoHFW shall reasonably nominate;
- (iv) make no material alterations to the terms of any such insurance without the DoHFW's approval; and


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- (v) procure that each policy of insurance is primary without right of contribution from any other insurance which is carried by DoHFW or the Operator (or such others as DoHFW shall reasonably specify).

14.3 Compliance with Policies

The Operator shall comply with the conditions of any insurance policy to be affected under this Agreement and shall not at any time do or omit to do anything whereby any insurance taken out under this Agreement would be rendered void or voidable or suspended, impaired or defeated in whole or in part.

14.4 Remedies for Failure to Insure


If at any time and for whatever reason any of the insurances required to be maintained pursuant to Clause 14.2 shall not be in full force and effect, then, without prejudice to any other right of DoHFW, DoHFW may at any time whilst such failure is continuing, procure such insurances at the expense of the Operator and take such steps with respect of such insurances as DoHFW may consider expedient or necessary. Any amounts expended by DoHFW in procuring any such insurance or taking any such steps shall become immediately due and payable by the Operator to DoHFW.

14.5 Notice of Claims

DoHFW and the Operator shall give each other prompt notice of any claim relating to any insurance affecting the Project Facilities together with full details of the incident giving rise to such claim and shall afford to the other all such assistance and information as may be reasonably required for the preparation and negotiation of insurance claims.

14.6 No Breach of Insurance Obligation

If during the Term, any risk which has been previously insured becomes un-insurable due to the fact that the insurer have ceased to insure such a risk and therefore insurance cannot be maintained / re-installed in respect of such risk, the Operator shall not be deemed to be in breach of its obligations regarding insurance under this Agreement.


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- (v) procure that each policy of insurance is primary without right of contribution from any other insurance which is carried by DoHFW or the Operator (or such others as DoHFW shall reasonably specify).

14.3 Compliance with Policies

The Operator shall comply with the conditions of any insurance policy to be affected under this Agreement and shall not at any time do or omit to do anything whereby any insurance taken out under this Agreement would be rendered void or voidable or suspended, impaired or defeated in whole or in part.

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14.7 Additional Policies

Operator shall procure any additional insurance policy as may be required by DoHFW from time to time in light of any new circumstances or risks being identified by DoHFW

15. Indemnity

15.1 Indemnity by the Operator

Without prejudice to the generality of Clause 15.4, the Operator shall indemnify and hold the DoHFW harmless, against all actions, claims, suits and/or legal proceedings initiated by any person, third party or otherwise, that may be initiated or raised against DoHFW, which may be in the nature of criminal, civil, medico-legal proceedings, proceedings under the Consumer Protection Act, 1986 and any Applicable Law that may arise under this Agreement

The Operator shall also indemnify and hold the DoHFW harmless from 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 Operator or any subcontractor and their respective employees and damage to or destruction of any property or equipment of the Operator or its subcontractors and their respective employees arising during or as a result of the performances or non-performance of this Agreement from any cause whatsoever provided that this Clause shall not apply to injury, death, damage or destruction to the extent caused by the gross negligence, default or omission of the DoHFW or its employees.


15.2 Indemnity - Third Party

Without prejudice to the generality of Clause 15.4, the Operator shall indemnify and hold the DoHFW harmless against 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 Operator or its employees.

15.3 Non-Compliance with Laws

Without prejudice to the generality of Clause 15.4, the Operator shall indemnify and hold the DoHFW harmless against any fines, penalties and similar charges which may be attributed to or imposed or assessed against the DoHFW by reason of the failure of the Operator to comply fully


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with all Applicable Laws save to the extent such failure was caused by the gross negligence, default or omission of the DoHFW or its employees.

15.4 General Indemnity

Subject to the exclusions and limitations of liability in this Clause, the Operator shall indemnify and hold the DoHFW harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature howsoever incurred by the DoHFW arising whether directly or indirectly as a result of the breach by the Operator of any of the Operator's obligations under this Agreement save to the extent such claims, liabilities, costs, damages and expenses were caused by the gross negligence, default or omission of the DoHFW or its employees.

Notwithstanding the occurrence of the Termination Date, the Operator shall indemnify and hold the DoHFW harmless for and against any and all claims, liabilities, costs, damages and expenses of whatsoever nature incurred by the DoHFW under Clause 15.4 of the Agreement.

15.5 Acknowledgement

The Operator acknowledges and agrees that the DoHFW holds the benefit of Clauses 15.1, 15.2, 15.3 and 15.4 for itself and as a trustee and agent for its officers, employees and agents.

15.6 Enforcement

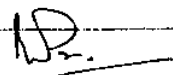
For the avoidance of doubt, nothing in this Clause shall prevent or restrict a Party enforcing any obligation owed to it under this Agreement.

15.7 Defence

The DoHFW shall promptly notify the Operator of any matter which may give rise to a right of the DoHFW to be indemnified under this Clause 15.

The Operator 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 DoHFW shall from time to time approve (such approval not to be unreasonably withheld).

The Operator may not, however, conduct such negotiations or litigation before it has given the DoHFW such security as the DoHFW may reasonably require. The security shall be for an


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amount required by the DoHFW, which is its reasonable assessment of the amount for which it may become liable and which are the subject of the indemnities under this Clause.

The DoHFW shall not make any admission which might be prejudicial to the Operator unless the Operator has failed to take over the conduct of the negotiations or litigation or provide security under this Clause 15.7 within a reasonable time after having been so requested.


16. Force Majeure Event


The Parties hereby agree that in light of the nature of the EMR Services as being emergency response services, the Operator shall not be allowed to suspend or discontinue EMR Services during occurrences of emergencies or Force Majeure Events. Provided, in such circumstances of emergencies and Force Majeure Event, if the Performance Standards are not complied with because of any damage caused to Ambulance vehicles or any of the Project Facilities or non-availability of staff, or inability to provide services in accordance with the Performance Standards as a direct consequence of such Force Majeure Events or circumstances then no penalties applicable for the relevant default in Performance Standards would be applied to such particular defaults. Provided further, unless the Force Majeure event is of such nature that it completely prevents the operation of Ambulances, a suspension of or failure to provide EMR Services on the occurrence of a Force Majeure event will be an Event of Default and DoHFW may terminate this Agreement without any termination payment being made in respect thereof.

DoHFW agrees to reimburse the cost of repair or replacement of any Ambulance or equipment in respect thereof that is damaged as a direct consequence of a Force Majeure Event, to the extent that such cost was not covered by the relevant insurance policies that were obtained by the Operator in accordance with Clause 14 (Insurance) of this Agreement.

On the occurrence of any Force Majeure Events or implementation of any disaster management operations or law and order emergencies, DoHFW may give instructions to the Operator including requiring deployment of certain number of Ambulances in specific locations, in such circumstances, the Operator shall comply with such instructions and will be excused from adherence to relevant performance standards in Schedule II for the purpose of determination of penalties under Schedule IX

17. Events of Default and Termination


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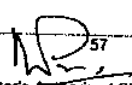
Event of Default means either Operator's Event of Default or DoHFW's Event of Default or both as the context may require.

17.1 Operator's Event of Default

17.1.1 Any of the following events shall constitute an event of default by the Operator ("Operator's Event of Default") unless caused by DoHFW's Event of Default:

- (a) failure by the Operator to abide by the response time in accordance with Performance Standards set out in Schedule II of this Agreement for Ambulances to the location of the emergency, accident or medical emergency for more than two consecutive months;
- (b) occurrence of more than five instances of failure by the Operator to adhere to the Standard Operating Procedures in a period of three (3) consecutive months;
- (c) repeated failure to comply with the Standard Ambulance Operating Protocol in a period of two (2) consecutive months in such a manner that makes the instances of failure to be more than ten percent (10%) of the total trips made in such time period and such failure cannot be justified by the circumstances of the particular instance. It is clarified that a failure to comply with the Standard Ambulance Operating Protocol will not by itself be treated as an Operator Event of Default under this Clause 17.1.1, unless it meets the criteria specified in this sub-clause (c); or
- (d) has provided a Secondary or a Tertiary Service in place of a Primary Service;
- (e) has provided Primary, Secondary or Tertiary Service outside the NCT region except as provided in this Agreement;
- (f) has charged a User Charge from Exempt Category of Users;
- (g) has charged User Charges in excess to the quantum specified by DoHFW;
- (h) has failed to comply with any obligations provided in Clause 7 of this Agreement;
- (i) has failed to procure and register, at its own cost, the CATS Ambulances (as per the provisions of Clause 7.2.5.1(b) of this Agreement;
- (j) has failed to perform any of its obligations under this Agreement; and the same has not been remedied for more than 7 (seven) days or such period allowed by DoHFW since receipt of notice thereof issued by DoHFW;
- (k) has sub-let / sub-contracted any part of its Ambulance Operations Emergency Response Centre operations under this Agreement;
- (l) has repudiated or abandoned the Project;
- (m) has been found to have more than ten (10) instances of Non Response Default and/or a Non Transfer Default within a period of three(3) consecutive months ;


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- (n) has made improper disposal of hazardous waste by the ambulance staff engaged by the Operator or violated any regulations relating to disposal of bio-medical wastes;
- (o) failure/non compliance by the Operator of statutory requirements including Clearances, if any, or
- (p) criminal indictment of the promoters, directors, key personnel of the Operator engaged by it in the ambulance and Emergency Response Centre;
- (q) engagement of unqualified persons for running the services under this Agreement;
- (r) the Operator's indulgence in unethical business practices or any one or more of its actions were clearly influenced by a conflict of interest;
- (s) failure by the Operator to commence the services within 90 days of the Scheduled Commencement Date;
- (t) has failed to achieve the required Milestone in accordance with Schedule VII of this Agreement and delay is more than 90 days for any of the End Dates (as defined in Schedule VII) of the Milestone;
- (u) suspension of any services in whole or in part during an emergency or a Force Majeure Event; or
- (v) failure to provide insurance in accordance with Clause 14 of this Agreement.

17.1.2 In the event that the commencement of the EMR Services by the Operator is delayed beyond a period of 90 days from the Scheduled Commencement Date, this Agreement will be terminated by DoHFW and no amounts would be payable to the Operator by DoHFW in such circumstances.

17.2 DoHFW's Event of Default

Any of the following events shall constitute an event of default by DoHFW ("DoHFW Event of Default"), unless caused by a Force Majeure Event or an Operator's Event of Default:

- (a) DoHFW has failed to make any payments due to the Operator and more than 90 (ninety) days have elapsed since such default;
- (b) Failure by the DoHFW in allocation of the space for the Emergency Response Centre within 30 days from the signing of this Agreement;
- (c) DoHFW has repudiated this Agreement; or
- (d) DoHFW has failed to provide spaces for 24 Base Station.

17.3 Termination due to Event of Default

- a) Termination for Operator's Event of Default

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Without prejudice to any other right or remedy which DoHFW may have in respect thereof under this Agreement, upon occurrence of Operator's Event of Default, DoHFW may terminate this Agreement by issuing a Termination Notice setting out the underlying Event of Default and the Termination Date. The Operator shall continue to perform its obligations under the Agreement till Termination Date. It is agreed that a Termination Notice in relation to an Operator Event of Default shall be for a minimum four week period (except for termination pursuant to Clause 17.1.2).

b) Termination for DoHFW Event of Default

Without prejudice to any other right or remedy which the Operator may have in respect thereof under this Agreement, upon the occurrence of a DoHFW Event of Default, the Operator may terminate this Agreement by issuing a Termination Notice setting out the underlying Event of Default and the Termination Date. It is agreed that a Termination Notice shall be for a minimum three month period.


c) Termination Payments

- (i) Upon Termination of this Agreement on account of Operator's Event of Default, the Operator shall not be entitled to any compensation from DoHFW and the Performance Guarantee will be forfeited. However DoHFW shall pay an amount equal to the sum of: (i) 100% of the Book Value of the capital cost incurred by the Operator in relation to the procurement of the Project Facilities only (all other costs and expenses incurred in relation to the Project shall not be taken into account for this purpose) and (ii) one month's Monthly Annuity as applicable for the month immediately preceding the month on which this Agreement is terminated. DoHFW can appoint an auditor to determine the amount payable to the Operator pursuant to this sub-clause (c)(i).

The Operator shall also be liable to pay the penal amount in accordance with Clause 18 of this Agreement.

- (ii) On Termination of this Agreement on account of DoHFW's Event of Default:

- (1) DoHFW shall make all payments due to the Operator till that Termination Date and shall promptly return the Performance Guarantee to the Operator,
- (2) DoHFW shall also pay an amount equal to Monthly Annuity payable for [3] (three) months, in accordance with Clause 12.2 as termination payments, and


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- (3) DoHFW shall also pay an amount equal to book value of the capital cost incurred by the Operator in relation to the procurement of the Project Facilities.

Provided, DoHFW shall be entitled to deduct from the termination payment any amount due and recoverable by DoHFW from the Operators on the Termination Date.

18. Penalties

18.1 Penalties applicable under this Agreement would become applicable in the following stages:

- (i) From the Effective Date till the end of twelve months from the Appointed Date the Penalties (except as provided in 1.1 of Schedule IX) would be applied at only fifty percent (50%) of the rates specified in Schedule IX and any other provision of this Agreement; and
- (ii) From the end of twelve months from the Appointed Date the Penalties will be applied in accordance with the rates specified in Schedule IX and any other provisions of this Agreement.

18.2 In case of an Operator's Event of Default or non - performance of its obligations, the Operator shall pay to DoHFW the penalty amounts in accordance with the details provided in Schedule IX of this Agreement.


18.3 The Parties hereby agree that the penalties imposed under this Agreement are reasonable in light of the critical nature of the EMR Services to be provided by the Operator and would be without prejudice to any additional rights and remedies that the DoHFW may have against the Operator.

19. Rights and Obligations of DoHFW on Termination

19.1 Rights

- (i) DoHFW shall upon Termination have an irrevocable and absolute right to get the Vacant Possession of all the Project Facilities and any ancillary facility associated with the implementation of the Project. This right shall include the right to get all the vehicles, equipments, technology, software and records operated, maintained and managed in relation to the implementation of the Project.


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- (ii) DoHFW shall have the right to deduct any amount due from the Operator to DoHFW in accordance with the terms and conditions of this Agreement from the Performance Guarantee.
- (iii) DoHFW shall have a right to choose a new operator for the implementation of the Project without offering a renewal of agreement to the Operator.

19.2 Obligations

- (i) DoHFW shall release the Performance Guarantee on the Termination of the Agreement except in the event such Termination is caused by a Operator Event of Default.
- (ii) DoHFW shall make all payments that are due and payable to the Operator in accordance with the applicable terms and conditions of this Agreement;

Provided, however, DoHFW shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensate for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Operator in connection with the Project, and the DoHFW shall be free from any such obligation.

20. Obligation on the Operator on Expiry or Termination

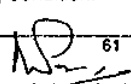
20.1 Transfer of Project Facilities

Without prejudice to the generality of the foregoing provisions and subject to the terms and conditions of the Agreement the absolute and composite ownership of the Project Facilities, including all improvements made therein by the Operator, shall at all times remain that of DoHFW.

20.1.1 Operator's Obligations

- i) The Operator at its own cost and expense shall on the date of expiry of Term, hand back on as-is where-is basis, peaceful and Vacant Possession of the Project Facilities to DoHFW in good working condition.


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- ii) At least 6 (six) months before the expiry of the Term a joint inspection of the Project Facilities including equipment, software and technology platform that are being used for the implementation of the Project shall be undertaken by DoHFW and the Operator. DoHFW shall, within 45 (forty five) days of such inspection prepare and furnish to the Operator a list of works/ jobs ("Handback Requirements"), if any, to be carried out so as to conform to the operation, maintenance and management requirement in accordance with the terms and conditions of this Agreement. The Operator shall promptly undertake and complete such works / jobs at least 3 (three) months prior to the expiry of Term and ensure that the Project Facilities continue to meet such requirements until the same are transferred to DoHFW.

Provided, however, that certain works forming part of Handback Requirements are not carried out, DoHFW shall issue a list of outstanding works / jobs signed by DoHFW and the Operator ("Handback List"). All Handback List works shall be completed by the Operator within such time as may be determined by the DoHFW, not exceeding 60 (sixty) days of the date of issue of the Handback List.

- iii) If the Operator fails to complete the Handback List works within the said period of 60 (sixty) days, DoHFW may, without prejudice to any other rights or remedy available to it under this Agreement, have such items completed at the risk and costs of the Operator. The cost incurred by DoHFW in completing the Handback List works, shall be reimbursed by the Operator to DoHFW within 7 (seven) days from the date of receipt of a claim in respect thereof from DoHFW.
- iv) DoHFW shall, within 45 (forty five) days of the joint inspection undertaken under preceding clause (ii) prepare and furnish to the Operator a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily transferred to DoHFW.
- v) The Operator has to ensure that the software and the technology used in the implementation of the Project shall be made irrevocably and perpetually available to DoHFW on the same terms and conditions as was present during the Term so as to ensure continued and effective implementation of this Agreement. The Operator shall train personnel as identified by DoHFW in usage and operation of such software and technology so that there is no lack of trained personnel after the end of the Term.


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- vi) The Operator hereby acknowledges DoHFW's rights specified in Clause 19 enforceable against it upon Termination and its corresponding obligations arising there from. The Operator undertakes to comply with and discharge promptly all such obligations.

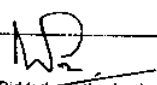
20.1.2 DoHFW's Obligations

DoHFW shall release the Performance Guarantee on the expiry of the Term, subject to DoHFW's right to deduct amounts from the Performance Guarantee towards:

- i) carrying out works/jobs listed under Clause 19 which had not been carried out by the Operator or which have not been reimbursed by the Operator in the event such works/jobs were undertaken by DoHFW or any person/contractor appointed by DoHFW,
- ii) purchase of any item of the Project Facility, which have not been satisfactorily been operated, maintained or managed by the Operator; and
- iii) any outstanding dues, which may have accrued in respect of the Project during Term.
- iv) any penalties payable by the Operator in accordance with the provisions of this Agreement,

21. Emergency Takeover

- (a) In the circumstances DoHFW determines that a Material Breach has occurred, or any circumstance has arisen that may prevent performance by the Operator, and after the Operator has been given notice and reasonable opportunity not exceeding ten (10) days to correct the Material Breach or rectifying the circumstance, and if the Monitoring Committee gives a recommendation that the EMR Services being provided by the Operator be taken over to prevent their imminent disruption, then DoHFW shall have the right to effect an immediate temporary emergency takeover of the management of the Project Facilities and such take over shall be completed within seventy two (72) hours by DoHFW.
- (b) In the event of a temporary emergency takeover, the Operator will act under the direction and supervision of DoHFW and DoHFW Representatives would be placed in such of the Project Facilities and at such positions as DoHFW may determine. Monthly Annuity payments shall be suspended during the period of such Emergency Takeover and/or be deducted on a pro-rata basis to the number of days in a month that the Emergency Takeover has been effective.


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- (c) Once the circumstances that had led to the temporary emergency takeover of the management of the Project Facilities have ceased to exist, DoHFW shall revoke the temporary emergency takeover and the additional DoHFW representatives shall vacate their positions/locations from the Project Facilities.

22. Intellectual Property


All the intellectual property in any data, document or any other information created and generated under this Agreement either in form of (i) medical or other related information gathered from Patients or Users by the Operator or any person working under him directly or indirectly at the Emergency Response Centre, or in an Ambulance and First Responder, and (ii) any material or information relevant for the proper operation, maintenance and management of the Project facilities including information required for using any software and technology related to the implementation of the Project shall be irrevocably vested in DoHFW as an owner in perpetuity. This includes developing any business practice methods developed by the Operator during the course of the operation, maintenance and management of the Project Facilities, providing EMR Services unique to the implementation of the Project shall also be irrevocably vested in DoHFW as an owner in perpetuity.


It hereby clarified that the Operator cannot at any point of time claim intellectual property rights over any material or information or business methods developed, created or gathered during the implementation of the Project. It is further clarified that the Intellectual Property Rights for the software developed by the Operator if at all shall be with the Operator subject to the provisions in Clause 4 of this Agreement.

23. Dispute Resolution

23.1 Amicable Resolution

- a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement, including those arising with regard to acts, (the "Dispute" shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in clause (b) below.


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- b) The Parties may refer such Dispute to the Principal Secretary, DoHFW or a similar level officer appointed by Government of NCT of Delhi, for amicable settlement. Upon such reference, the Parties shall meet at the earliest mutual convenience and in any event within 15 (fifteen) days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 23.2 below.

23.2 Arbitration

23.2.1 Procedure

Subject to the provisions of Clause 23.1 any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996 ("Arbitration Act"). The arbitration shall be by a single arbitrator, appointed by Parties upon mutual consent.

23.2.3 Place of Arbitration

The place of arbitration shall ordinarily be NCT of Delhi.

23.2.4 English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.


23.2.5 Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act.

23.2.6 Performance during Dispute

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


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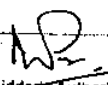

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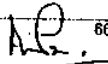
24. Representations and Warranties

24.1 Representations and Warranties of the Operator

The Operator represents and warrants to DoHFW that:

- a. it is duly organised, validly existing and in good standing under the laws of India;
- b. it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c. it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;
- d. it has the financial standing and capacity to undertake the Project;
- e. this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- f. the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under any of the terms of the Operator's Memorandum and Articles of Association or any Applicable Laws 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 are bound or affected;
- g. there are no actions, suits, proceedings or investigations pending or to the Operator'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 constitute Operator's Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
- h. 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 Material Adverse Effect;


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- i. it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
- j. subject to receipt by the Operator from DoHFW of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Operator in and to the Project Facilities shall pass to and vest in DoHFW on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Operator;
- k. no representation or warranty by the Operator contained herein or in any other document furnished by it to DoHFW or to any Government 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;
- l. no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Operator to any person to procure the operation, maintenance and management of the Project Facilities; and
- m. Without prejudice to any express provision contained in this Agreement, the Operator acknowledges that prior to the execution of this Agreement, the Operator has after a complete and careful examination made an independent evaluation of the Project Facilities, and the information provided by DoHFW, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Operator in the course of performance of its obligations hereunder.
- n. The Operator also 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 DoHFW shall not be liable for the same in any manner whatsoever to the Operator.

24.2 Representations and Warranties of DoHFW

DoHFW represents and warrants to the Operator that:

- a. DoHFW has full power and authority to grant the rights and authority under this Agreement;


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- b. DoHFW has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
- c. This Agreement constitutes DoHFW's legal, valid and binding obligation enforceable against it in accordance with the terms hereof; and
- d. There are no suits or other legal proceedings pending or threatened against DoHFW in respect of the Project Facilities or the Project.

24.3 Obligation to Notify Change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.


25. Miscellaneous

25.1 Corrupt or Fraudulent Practices

25.1.1 DoHFW requires that the Operator observe the highest standard of ethics during the subsistence of this Agreement.

25.1.2 In pursuance of this policy, DoHFW defines for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practices" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts or an order to influence a procurement process or the execution of a contract to the detriment of DoHFW, and includes even any collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive DoHFW of the benefits of free and open competition.
- (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (iv) "undesirable practice" means establishing contact with any person connected with or employed or engaged by DoHFW with the objective of


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canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process,

25.1.3 Notwithstanding anything to the contrary contained herein, DoHFW, shall terminate this Agreement, without being liable in any manner whatsoever to the Operator, as the case may be, if it determines that the Operator, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice. In such an event, DoHFW shall forfeit and appropriate the Performance Security, if subsisting, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to DoHFW towards, inter alia, time, cost and effort of DoHFW, without prejudice to any other right or remedy that may be available to DoHFW hereunder or otherwise.

25.2 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. Subject to Clause 23.1 and 23.2, only the courts in NCT of Delhi shall have jurisdiction to try all disputes and matters arising out of or under this Agreement, after reference to Arbitration.

25.3 Renegotiation due to Change in Law

25.3.1 The Operator shall have the right to renegotiate the terms and conditions on account of a "Change in Law". For the purpose hereunder Change in Law means any of the following events which, as a direct consequence thereof, has a Material Adverse Effect:

- i adoption, promulgation, modification, reinterpretation or repeal after the date of this Agreement by any Government Agency of any Applicable Law, by any Government Authority; or
- ii the imposition by any Government Agency of any material condition (other than a condition which has been imposed as a consequence of a violation by the Operator of any Applicable Approval or Applicable Law) in connection with the issuance, renewal or modification of any Clearance after the date of this Agreement; or
- iii any Clearance previously granted, ceasing to remain in full force and effect for reasons other than breach/violation by or the negligence of the Operator or if granted for a limited period, being renewed on terms different from those previously stipulated.


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Provided nothing contained in this Section 25.3.1 shall be deemed to mean or construe any increase in taxes, duties, cess and the like effected from time to time by any Government Agency, as Change in Law.

25.3.2 In the event of Change in Law the Operator may propose to DoHFW modifications to the relevant terms of this Agreement, which are reasonable and intended to mitigate the effect of the Change in Law. Thereupon, the Parties shall, in good faith, negotiate and agree upon suitable changes in the terms of this Agreement so as to place the Operator in substantially the same legal, commercial and economic position as it were prior to such Change in Law.

Provided, however, that if the resultant Material Adverse Effect is such that this Agreement is frustrated or is rendered illegal or impossible of performance in accordance with the provisions hereof, this Agreement shall stand terminated.

25.3.3 Promulgation of any legislation relating to Emergency Medical Council should not be considered as a Change in Law for the purposes of this Provision.

25.4 Survival


Termination of this Agreement

- (a) shall not relieve the Operator or DoHFW of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and
- (b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by act or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

25.5 Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.


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25.6 Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to DoHFW:

Principal Secretary
Department of Health and Family Welfare
Government of NCT of Delhi
9th Level, Delhi Sachivalaya
I.P. Estate
New Delhi - 110002

If to the Operator:

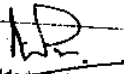
Chief Executive Officer
Fortis Emergency Services Limited
Escorts Heart Institute & Research Centre
Okhla Road
New Delhi 1100025


Phone No.: 011-47135000

Fax No.: 011 - 41628435

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

- (i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address, and
- (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.


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25.7 Severability

If for any reason whatsoever any provision of this Agreement 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, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided that failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

25.8 No Partnership

Nothing contained in this Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

25.9 Language


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

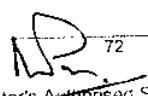
25.10 Exclusion of Implied Warranties etc.

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

25.11 Counterparts

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

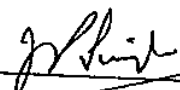

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IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS
OF THE DATE FIRST ABOVE WRITTEN

For and on behalf of DoHFW by The Principal Secretary For and on behalf of Operator by:


(Signature)

Name:


Designation: Principal Secretary


(Signature)

Name:

Designation:

For and on behalf of the Successful Bidder by:


(Signature)

Name: Dr. Narottam Puri

Designation: President Medical Strategy and
Quality

In the presence of :

1)

2)


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SCHEDULES TO THE AGREEMENT

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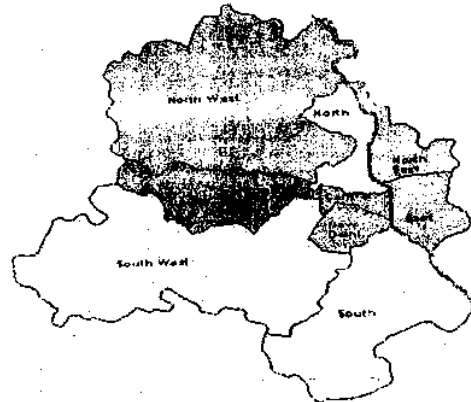
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Schedule I
Zone Demarcation within the NCT of Delhi and Deployment of Ambulances and First Responders

To ensure deployment of ambulances and First Responders in a manner best suited to service the population, the NCT of Delhi is divided into 8 broad zones (each district as a zone barring Central Delhi and New Delhi which have been clubbed to be considered as a zone) and Operator shall deploy ambulances based on the population of each zone. The rationale for the same is that the larger the population in a given area the higher are the chances of an emergency event. After commissioning of services, deployment of the Ambulances and First Responders may be reviewed in consultation with the Department, based on experience gained by Operator.



District / Zone	Population in 2001	% of the total population
North-west	2,847,395	20.66
South	2,258,367	16.39
West	2,119,641	15.38
North-east	1,763,712	12.80
South-west	1,749,492	12.69
East	1,448,770	10.51
North	779,788	5.66
Central & New Delhi	815,811	5.92
Total	13,782,976	
Number of Ambulances	150	
Number of First Responders	2	

Note:

The aforementioned zones are for the purpose of deployment and the zone - wise deployment of Ambulances and First Responders shall be arrived at through mutual consultation between the Operator and DoHFW keeping in view the as-is positions where CATS Ambulances are currently deployed.

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Exact locations to be finalised between the successful bidder and the DoHFW. The same would be attached as Schedule I herewith.

The deployment of CATS ambulances will continue on an as is where is basis unless decided otherwise by DoHFW over 39 locations and base stations. The Operator and DoHFW will identify 111 additional points (for parking and base stations) in accordance with the terms of the Agreement through mutual discussion, after taking into account the CATS locations.

[illegible]

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Designated Parking Area for Ambulances and First Responders		
S. No	AMBULANCES	Tentative Location of Ambulance
	District	
	East	
1	East	Geeta Colony (Near Police Station)
2	East	Karkardooma Court (Near Police station)
3	East	Mayur Vihar Phase-I (Jeevan Hospital)
4	East	Shakarpur and Guru Anangad Nagar
5	East	Patpar Ganj (Mother Diary)
6	East	New Kondli (Mayur Vihar Phase-III)
7	East	Ghajipur red light
8	East	Vivekanand College
9	East	Khicharipur (Police Station)
10	East	Krishna Nagar (School Govt.)
11	East	Ghonda Colony (Police Station)
12	East	Anand Vihar (Bus stan) Police Station
	North	
1	North	Chandani Chowk (Near Gurdwara)
2	North	Sadar Bazar (Main Choraha)
3	North	Bara Hindu Rao (Near Gurudwara)
4	North	Sabji Mandi (Ghanta Ghar)
5	North	Shastri Nagar (Mata Mandir)
6	North	Red Fort (Near police Station)
	West	
1	West	Moti Nagar (Milan Cinema)
2	West	Bali nagar (Nabraj Cinema Hall)
3	West	Shakur Basti (Near Railway Station)
4	West	Dev Nagar (Libarty Cinema Hall)
5	West	Punjabi Bagh (Main Crossing)
6	West	Jawalaliri Village (Police Station)
7	West	Nangloi Extension (Police Station)
8	West	Bani Camp (Air Force Office)
9	West	Najafgarh Village (Main Road Crossing)
10	West	Tikri Border (Police Station)
11	West	Police Trg. Centre Jharada Kalan
12	West	Nihal Vihar (Police Station)
13	West	Hasthal Village (Police Station)
14	West	Janak Puri (C Block)
15	West	Tilak Nagar (Near Police Station)
16	West	Madipur Village (Police Station)
17	West	Pratap Vihar (Kirari Village)
	South	
1	South	Badarpur Border
2	South	Jaitpur (Main Road Crossing)
3	South	Mahroli (Near Veg. Market)
4	South	Zamia Nagar (Police Station)
5	South	Govind Puri (Near Police Station)
6	South	Ambedkar Nagar (Police Station)
7	South	Hauz Khas (Ring road crossing)
8	South	Malviya Nagar (Main Market)
9	South	Tara Appartment (Police Station)
10	South	Andrews ganj Flyover (Police Station)
11	South	Lodhi Colony (Near Lodhi Garden)
12	South	Lajpat Nagar (Main Road)
13	South	Chhattarpur Village (Police Station)

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14	South	Qutab mohammad Area (Police Station)
15	South	Okhla md. Area (Police Station)
16	South	Sarai Kale Khan (Police Station)
17	South	G.K.-II (Police Station)
18	South	Kidwai Nagar (INA Market)
19	South	Jangpura (Police Station)
	N/East	
1	N/East	Triveni Bus Terminal (Karawal Nagar Dehroti)
2	N/East	Khajuri Khas (Near Police Station)
3	N/East	Bank Colony (Mandoli)
4	N/East	Ghonda Chowk (Maujpu.)
5	N/East	G.T.B Chowk (Near GTB Hospital)
6	N/East	Shiv Chowk (Near Shalimar Garden Extn-II)
7	N/East	Shyam Lal College (Police Station)
8	N/East	Shastri Park Red Light (Police Station)
9	N/East	Yamuna Vihar Colony (Police Station)
10	N/East	Brahmi Puri (Police Station)
11	N/East	Soniya Vihar Extension (Police Station)
12	N/East	Zafarabad Main Road (Police Station)
13	N/East	Viswas Nagar (DCP office)
14	N/East	Kharsh Vihar (Near Loni Border)
	N/West	
1	N/West	Kingsway camp Red Light (Police Station)
2	N/West	Model Town Part-II (Police Station)
3	N/West	Ashok Vihar (Police Station)
4	N/West	Jahangiri Puri (Police Station)
5	N/West	Shalimar Bagh (Police Station)
6	N/West	Pritampura (T.V. Tower)
7	N/West	Samaypur Village (Police Station)
8	N/West	Burari (Police Station)
9	N/West	Bhalswa Diary (Police Station)
10	N/West	Kalyan Vihar (Police Station)
11	N/West	Gujaranwala Town (Police Station)
12	N/West	Adarsh Nagar (Police Station)
13	N/West	Badli Bypass
14	N/West	Nathupura (Police Station)
15	N/West	Rama Vihar (Police Station)
16	N/West	Shahabad Diary (Police Station)
17	N/West	Parhladpur (Police Station)
18	N/West	Narela (Police Station)
19	N/West	Rohini (Madhuvan Chowk)
20	N/West	Rohini (Sec-24)
21	N/West	Avantika (Police Station)
22	N/West	Mangolpuri Red Light (Police Station)
23	N/West	Rani Bagh (Police Station)
	S/West	
1	S/West	Dawarika (Police Station)
2	S/West	IGI Airport
3	S/West	R.R. Hospital (Police Station)
4	S/West	Bijwasan Village (Police Station)
5	S/West	Kaparthra Village (Police Station)
6	S/West	Safdarjang Enclave (Police Station)
7	S/West	R.K.Puram (Police Station)
8	S/West	Nanak pura (Police Station)
9	S/West	Hayat Hotel (Police Station)
10	S/West	Palam Vihar (Police Station)

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11	S/West	Munirka Village (Police Station)
12	S/West	Vasant Kunj (Police Station)
13	S/West	Sarajani Nagar (Police Station)
14	S/West	Sardar Patel Marg (Taj Palace)
Central & New Delhi		
1	Central & New Delhi	Paharganj (Police Station)
2	Central & New Delhi	Karol Bagh (Ajmal Khan Road)
3	Central & New Delhi	Darayaganj (Police Station)
4	Central & New Delhi	Ajmeri Gate (Police Station)
5	Central & New Delhi	Connaught Place (Police Station)
6	Central & New Delhi	Chank, Puri (Police Station)
FRV (Motorcycle)		
1	Motorcycle	Khari Bawari (Old delhi)
2	Motorcycle	Chahdanimahal (Centre Distt.)
3	Motorcycle	Kotla Mumbarkpur village (Police Station)
4	Motorcycle	Okhla Village (Police Station)
5	Motorcycle	Farsh Bajar (Shahdara)
6	Motorcycle	Sultanpur Majra Village (Police Station)
7	Motorcycle	Nimri Colony Bharat Nagar (Police Station)
8	Motorcycle	Saral Rohila (Police Station)
9	Motorcycle	Mangolpuri (Police Station)
10	Motorcycle	Tuklakabad Extension (Police Station)
11	Motorcycle	Tirlok Puri (Police Station)
12	Motorcycle	Sangam Vihar (Police Station)
13	Motorcycle	Mitha Pur (Police Station)
14	Motorcycle	Seelampur (Police Station)
15	Motorcycle	Nizamuddin (Dargaha)
16	Motorcycle	Shadipur Depo (Police Station)
17	Motorcycle	Ragur Pura (Police Station)
18	Motorcycle	Daya Basti (Police Station)
19	Motorcycle	Bara Hindu Rao (Pill Kothi)
20	Motorcycle	Khiyala Village (Police Station)

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List of Location Points of CATS Ambulances

S. No.	Location Point
1.	G.T. Karnal Road Bye-Pass, Mukarba Chowk, Sanjay Gandhi Transport Nagar
2.	Mangolpuri Crossing near Peera Garhi Fly Over, Outer Ring Road
3.	I.I.T. Crossing, opposite MTNL office Hauz Khas
4.	Nehru Place Crossing near Paras cinema
5.	Connaught Circus, Inner Circle, near Palika Parking
6.	National Highway-24, T-Point Ring Road near I.S.B.T. Sarai Kale Khan
7.	Club Road crossing, Ring Road, Punjabi Bagh,
8.	Fire Station, Madhuban Chowk, Rohini
9.	Kingsway Camp Crossing, Ring Road
10.	Noida T-Point, near Akshardham Temple
11.	Siddhartha Crossing, Pusa Road
12.	Inderlok Red Light
13.	Gulab Vatika, Ring Road, opposite I.G. Stadium
14.	District Center crossing, Vikas Puri
15.	Shyam Lal College crossing, Shahdara
16.	Nanakser Gurudwara, Wazirabad Road
17.	I.S.B.T. Near Fly Over
18.	Alipur, Near SDM Office
19.	ITI Narela, Narela Bhor Garh Road
20.	Sangam Vihar Crossing, Mehrauli Badarpur Road
21.	Srinivaspuri T-Point, near petrol pump, Ring Road
22.	I.S.B.T., Anand Vihar
23.	Sanjay T-Point, National Highway-8
24.	Najafgarh Crossing, Near PHC Najafgarh
25.	Dhaura Kuan Crossing, Ring Road
26.	Shastri Park Crossing, Near Usman Pur Pusta
27.	Andheria More crossing, Mehrauli Gurgaon Road
28.	Bawana Chowk
29.	Kamuraddin Nagar, near Nangloi Bus Terminal
30.	Ram Manohar Lohia Hospital
31.	AIIMS
32.	Sector-1 Crossing, Dwarka T-Point
33.	Mayapuri Chowk, Near fly over
34.	Karkardooma Fly Over, Vikas Marg
35.	Rachna Cinema
36.	Mahipal Pur Crossing, NH - 8
37.	Wazir Pur Depot, Ring Road
38.	SDM Office, Geeta Colony
39.	Delhi Sectt. I.P. Estate

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Schedule II

Performance Standards and Standard Operating Procedures

1. Performance standards for ambulances

- i. The ambulance has to reach the site of requirement within: (a) 15 minutes of receiving such call at the Emergency Response Centre in 70% of the cases and (b) 20 minutes of receiving such call at the Emergency Response Centre in 90% of the cases ("Response Time" standards). 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 Operator. Response Time standards shall apply to all emergency ambulance requests requiring a response as determined by the Emergency Response Center (ERC) using call screening and dispatch protocols approved by the DoHFW and only such calls shall be used for the purposes of determining response time compliance area calculations.
- ii. The ambulance has to reach the nearest Appropriate Hospital ("Patient Transport Time" standard) within 20 minutes, except in cases where the concerned patient has availed transportation for obstetric cases or any exceptions made in accordance with the Standard Ambulance Operating Protocol and there is documented evidence of the same (put on record on the patient information sheet / patient care report by the trained medical personnel and countersigned by the Patient / Patient's kin).

Any delay in adhering to the Response Time and Patient Transport Times standards shall be recorded and reported by the Operator to DoHFW.

1.1 Response Time calculations shall be calculated from the time a call is received as defined in (i) below till the time Operator's ambulance arrives on scene as defined in (ii) below or is cancelled by the ERC.

- i. Time of Call Received- shall be defined as the time at which the ERC has received a call through telephone or any other source (fire service, police etc.).
- ii. Time of Arrival on Scene - shall mean the time at which an ambulance crew (the driver) notifies the ERC that the ambulance has reached the nearest public access point to the Patient.
- iii. In case of Multiple response i.e. more than one vehicle arriving at the scene, the response time shall be recorded for the first vehicle arriving on scene.
- iv. Response time standards may be suspended in case of a multi casualty incident or disaster in NCT or in the NCR in case DOHFW calls on the vehicles to aid.
- v. Exceptions to Response Time Standards: It is the responsibility of the Operator to apply for exceptions on a daily basis to the DOHFW. Exceptions shall be permitted in the following cases, only if the Operator applies in time for exception on account of:

- ❖ Failure of radio transmission
- ❖ Mobile data terminal failure
- ❖ Material change in dispatch location
- ❖ Computer aided dispatch failure
- ❖ Unavoidable telephone communications failure
- ❖ Delays caused by traffic secondary to the incident
- ❖ Unavoidable delays caused by road construction or inclement weather e.g fog
- ❖ Unavoidable delays caused on account of rail crossings where the train was delayed

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- ❖ Delays resulting from off road locations

Provided that the Operator shall not be liable for any delay in Response Time Standards or Patient Transfer Standards attributable to a CATS Ambulance

1.2 Recording instances of Non Response Default and Non Transport Default

- i. **Non Response Default:** It is the responsibility of the Operator to record all calls including those which are not responded to (non response calls). Each time the Operator 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 Protocol, it shall be a Non Response Default.
- ii. 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 ERC personnel and voice logs shall be maintained for the same. Details of caller (phone number, address) will be recorded by the ERC and supported by the voice logs for all non response calls.
- iii. All such instances shall be reported by Operator to DOHFW with due explanation of the reasons for the same as per format finalized with DOHFW by 1000 hours the following working day.
- iv. **Non Transport Default:** It is the responsibility of the Operator to record all instances where the patient is not transported (non transport calls) after arrival on scene of the Operator Ambulance. Each time the Operator Ambulance fails to transport, or is unable to transport (i.e. the call is a non transport), and such incident requires transport to the hospital in accordance with the Standard Ambulance Operating Protocols, it shall be a Non Response Default.
- v. Details of all such instances when an ambulance is dispatched and it fails to transport a patient shall be recorded as non transport call and recorded by the ambulance crew (the driver) who would notify the ERC on arrival on scene and status of action taken including reason for non transport. The Patient contact details shall be noted in the Patient Care Report (PCR) and signature taken. Patient record will be maintained by the ambulance crew in the Patient Care Report by the trained medical personnel for every dispatch, even in case of non transport. This is to facilitate random checks by the DOHFW representative.
- vi. All such instances shall be reported by Operator to DOHFW with due explanation of the reasons for the same as per format finalized with DOHFW by 1000 hours the following working day.
- vii. Based on random checks made by the DOHFW Representative if its is ascertained that a Non Response Default or Non Transport Default as defined in the Draft Concession agreement has occurred penal action shall be taken. Each instance of a failed response (Non Response Default & Non Transport Default) shall be evaluated by DOHFW to determine the threat to the public health and safety and the need to initiate the provisions of a major breach of contract in accordance with the Agreement
- viii. Operator shall be responsible to: (i) monitor that the relevant CATS Ambulance responds to a despatch instruction issued to it and (ii) in the event the relevant CATS Ambulance does not respond to a despatch instruction issued to it, the Operator shall ensure that another Ambulance (whether an Operator Ambulance or CATS Ambulance) is despatched as a substitute to the relevant CATS Ambulance. The Operator shall not be liable for any delay in Response Time Standards or Patient Transfer Standards attributable to a CATS Ambulance
- ix. Tolerance for the Defaults pertaining to Non Response and Non Transport calls are as follows:
 - a) Non Response Default – Upto a maximum of ten (10) cases of Non Response Default as defined in the Draft Concession Agreement within a period of three (3) consecutive months.
 - b) Non Transport Default – Upto a maximum of ten (10) cases of Non Response Default as defined in the Draft Concession Agreement within a period of three (3) consecutive months.
 - c) Upto a maximum cases of 10 of Non response Default and Non transport Default together within a period of three (3) consecutive months.

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2. Performance standards for the Emergency Response Centre
 - 2.1 The Junior Executives receiving the calls on the toll free line must take the call within three rings.
 - 2.2 From the time of receipt of call at the ERC the ambulance must be dispatched in 90 seconds.
3. Guidelines for preparation of the Standard Operating Procedures and Standard Ambulance Operating Protocol
 - 3.1 Operator will have to develop Standard Operating Procedures (SOP) for the Ambulance and Emergency Response Centre operations by the Effective Date for acceptance and approval of the same by DoHFW, GNCTD in accordance with Clause 3.2 hereinbelow. The Guiding Principles for the Standard Operating Procedures to be developed by the Operator are given below:
 - i. Purpose and Scope
 - ii. Dispatch Centre protocols
 - iii. Operation Systems, Structures and Protocols for Ambulances (both types) & First Responders (including response protocols, ring checks, call codes, vehicle maintenance, vehicle breakdown management, vehicle accident management, vehicle distribution, communication protocols,)
 - iv. Operational protocols for special circumstances [natural calamities, mass casualty events (both man made and natural), unattended death, transportation of minors, transportation of obstetric cases, pediatric patients, neonates, crime scene operations, fire & accidents relating to hazardous material]. DOHFW will assist in the development of the operational protocols for such special circumstances.
 - v. Operational Manual for Coordination and integration of the CATS Ambulances in the provision of the EMR Services.
 - vi. Reporting structures and formats – overall documentation
 - vii. Health and safety protocols for personnel
 - viii. Job description, roles and responsibilities of each level of personnel in entire operations
 - ix. Training, refresher course and orientation protocols for all levels of personnel (including staff replacement protocols)
 - x. Overall administrative policies
 - xi. Inter-facility transfer protocols
 - xii. On-line medical direction / guidance protocols
 - xiii. Transportation refusal policies and protocols
 - xiv. Do Not Resuscitate Policy

- 3.2 The Standard Operating Procedure shall be developed by the Operator and approved by the DOHFW/DOHFW Representative before the issue of the Letter of Commencement by the DOHFW. The DOHFW/DOHFW Representative shall review and communicate its approval or need for changes within a period of fifteen days from the date of submission of the draft Standard Operating Procedure by the Operator and in the event no response indicating either the approval or need for specific amendments is received by the Operator, then DOHFW shall be deemed to have approved the draft Standard Operating Procedure submitted by the Operator. The Standard Operating procedure may be reviewed and revised at periodic intervals as the project is implemented subject to provisions of this clause and Clause 3.5.

DOHFW shall have the right to from time to time, unilaterally notify specific change(s) to the Standard Operating Procedure at the Operator shall be bound to implement such change from the date of its communication by DOHFW to the Operator.

- 3.3 Amended versions of the SOP shall be implemented after submission to DoHFW for necessary approval

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- 3.4 Operator will have to develop, by the Effective Date, Standard Ambulance Operating Protocol (SAOP) that will provide the guidelines and framework in accordance with which each Operator Ambulance will have to be operated. The draft SAOP developed by the Operator will have to be submitted to DoHFW, GND for acceptance and approval in accordance with Clause 3.5 hereinbelow.

The Guiding Principles for the Standard Ambulance Operating Protocol to be developed by the Operator are given below:

- (a) Accident or other Medico Legal Cases: (1) in the event the Patient is conscious and able to comprehend and communicate clearly or the Patient's relative or friend is present, then the Operator Ambulance shall take the Patient to the Hospital that the Patient or the Patient's relative or friend may state, and (2) in all other cases the Operator will take the Patient to the nearest Appropriate Hospital;
- (b) Obstetric Emergency: in the event of an obstetric emergency wherein the Patient concerned makes a request to be taken to a hospital/healthcare facility, where she is registered / referred, the Operator shall take such Patient to such hospital/healthcare facility. Provided that the Operator shall ensure coverage by another Ambulance of the Ambulance Operation Area of the relevant Ambulance that responds to an Obstetric Emergency in the event the Patient concerned is being taken to a hospital/healthcare facility outside the Ambulance Operation Area of that Ambulance.
- (c) The Operator can collect/pick up patients only within the area of the NCT of Delhi.

- 3.5 The Standard Ambulance Operating Protocol shall be developed by the Operator and approved by the DOHFW/ DOHFW Representative before the issue of the Letter of Commencement by the DOHFW. The DOHFW/DOHFW Representative shall review and communicate its approval or need for changes within a period of fifteen days from the date of submission of the draft Standard Ambulance Operating Protocol by the Operator and in the event no response indicating either the approval or need for specific amendments is received by the Operator, then DOHFW shall be deemed to have approved the draft Standard Ambulance Operating Protocol submitted by the Operator. The Standard Ambulance Operating Protocol may be reviewed and revised at periodic intervals as the project is implemented.

DOHFW shall have the right to, from time to time, notify a specific change(s) to the Standard Ambulance Operating Protocol and the Operator shall be bound to implement such change from the date of its communication by DOHFW to the Operator.

- 3.6 It is clarified that failure to adhere to Standard Operating Procedure will not by itself, be considered as a Concessionaire Event of Default until such failure is of the nature specified in Clause 17.1.1 of the Agreement. It is further clarified that a failure to adhere to the Standard Ambulance Operating Protocol will not by itself be considered as a Concessionaire Event of Default until such failure is of the nature specified in Clause 17.1.1(c) of the Agreement.

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Schedule II A

The SOP as finalised with the Bidder, and as amended from time to time in accordance with the provisions of this Agreement or on directions of DOHFW, shall be deemed to constitute Schedule II A of this Agreement.

*To be enclosed before
effective date*

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Schedule II B
(Annex the SAOP finalised with Bidder)

The SAOP as finalised with the Bidder, and as amended from time to time in accordance with the provisions of this Agreement or on directions of DOHFW, shall be deemed to constitute Schedule II B of this Agreement.

*To be included before
effective date*

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Schedule III

Procurement list, specification and guidelines for Ambulances and First Responders

1. Ambulance Specifications

Technical Specifications of Vehicle to be used for Ambulance (both ALS and BLS ambulances)

Emission Norms	Latest Central Motor Vehicle Rule compliant
Horse power	Minimum 75bhp
Transmission system	Manual
Suspension	Suspension system of the vehicle being offered should have minimum damping value of 70%
Aspect ratio	1.2 to 1.3
Overall length	4700 mm +/- 10%
Ground clearance	160 mm to 210 mm
Electrical system	2 Nos. 12 V batteries, 75AH
Alternator	Minimum 90 amps @ 13.5 volts

2. Inner Dimensions of the ambulance (both ALS and BLS ambulances):

Inner dimension of the ambulances shall adhere to the following specifications

Minimum Patient Compartment Length:	3000 mm. +/- 10%
Minimum Patient Compartment Width:	2000 mm. +/- 10%
Minimum Patient Compartment Height:	1900 mm from floor to ceiling. +/- 5%

3. Patient cabin should comprise of the features as set out below (for both ALS and BLS):

- i. Vehicle has reinforced suspension system for providing to patient a comfortable ride, free from external noise
- ii. Adequate power supply arrangements including power backup for support power requirements of the Head lights, Tail lights and the power requirements of Medical equipments etc.
- iii. Adequate Patient Cabin space for patient (in comfortable position), at-least one attendant and two paramedics
- iv. Complete flooring free of joints suitable for easy cleaning / scientific fumigation and treatment with disinfectants.
- v. Two(at-least) superior quality Fans and efficient Lighting arrangement
- vi. Storage space for keeping Medical equipments and consumables required.
- vii. Siren and beacon as per approved norms of Government with at least 3 flashers on both sides of ambulance.

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4. Color (both ALS and BLS ambulances):

There shall be no restrictions concerning the painted color of the ambulance and shall be decided based on discussion with DoHFW.

5. Emblems and Markings (both ALS and BLS ambulances):

All items in this section shall be of reflective quality and in contrasting color to the exterior painted surface of the ambulance. There shall be a continuous blue stripe, of not less than 8cm on cab and 15 cm on patient compartment, to encircle the entire ambulance with the exclusion of the hood panel. Emblems and markings shall be of the type, size and location as follows:

- i. Front: The word "AMBULANCE", minimum of 10 cm in height, shall be in mirror image (reverse reading) for mirror identification by drivers ahead, with a blue "Star of Life", minimum of 8cm height, to the left and right of the word "AMBULANCE." If vehicle design permits, there shall be a blue "Star of Life" of no less than 30 cm in height on the front section of the patient compartment. It should carry of the words '102 Ambulance Service - Government of Delhi'
- ii. Side: Each side of the patient compartment shall have the blue "Star of Life" not less than 30 cm in height. The word "AMBULANCE", not less than 15 cm in height, shall be under or beside each star.
- iii. Side: Each side of the ambulance should carry of the words '102 Ambulance Service - Government of Delhi' & 'Operated by _____' (in a smaller font)
- iv. Rear: The word "AMBULANCE", not less than 15 cm in height, and two blue "Star of Life" emblems of not less than 30 cm in height.
- v. Top (roof): There shall be a blue "Star of Life" of not less than 60 cm in height as well as the individual provider's ambulance number (example: unit "23") of not less than 30 cm in height.¹
- vi. Advertisement Space
 - a. Advertisement would be for public service messages and government schemes.
 - b. Advertising space on both sides of the ambulance should be at least 18" width and 24" length reserved for the use of DoHFW, GNCTD (at no cost to DoHFW/GNCTD).
 - c. In case of any funds received as donations from a corporate (Grant Funding) in lieu of advertisement rights to the corporate, only the logo of the corporate may be put up on either side of the ambulance; the size of logo allowed will be not more than 12 inches in height and 12 inches in length.
 - d. In all cases, the advertisement should always be placed below the emblem of life and will not affect the visibility of the emblem of life painted on either side of the ambulance.
 - e. No advertisements can be displayed on the back of the ambulance (on the doors).
 - f. Applicable Laws with regard to advertising shall be strictly adhered to by Operator.

6. Other requirements for ALS and BLS Vehicles

6.1 Patient Cabin should have:

¹ At the time of disposal of ambulance vehicles to the public by DoHFW or on directions from DoHFW, all emblems and markings must be removed.

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- i. Storage space for keeping medical, communication and extrication equipments and consumables required for Basic / Advanced Life Support services. The details of equipments to be fitted and fixed is given in the following section of the document along with list of consumables to be stored.
- ii. Demarcated area for placement of stretcher ensuring no twisting of patient takes place while opening or closing of the doors.
- iii. Dual hinged doors which open outwards
- iv. The back doors of the ambulance should have sliding windows and there should be a window with sliding panes in between the driver's and patient cabin
- v. The bidder shall design the air conditioning system of appropriate size, type and capacity as per the operating environmental conditions. The noise levels of AC system shall be as in conformity with the levels determined under the Central Motor Vehicle Rules (CMVR)/AIS /any other Indian standards, if any and as applicable for the city of Delhi. The ambulance shall be provided with air conditioning system capable of maintaining uniform temperature in the patient compartment. Air conditioning system shall be CFC-free. The air conditioner should run on the engine of the vehicle and conform to Indian / International standards. In case of AC failure, proper air ventilation in the form of 12V DC, 200mm cabin fan shall be provided on both side of the ambulance.
- vi. Complete interior paneling of the sidewalls, partition between patient cabin and driver cabin, roof (of both patient and driver cabin) & back door panels should made from long life superior quality Fibre Reinforced Polymer (FRP). The complete interior should be edgeless and suitable for easy cleaning / scientific fumigation / treatment of disinfectant. The interiors should have reinforced fixtures for holding medical, communication and extrication equipments. The FRP should have the following: -

- Minimum Thickness – minimum 4.0 mm
- Inbuilt colour
- Fire retardant as per IS – 6746 of 1988 or latest
- Should meet lamination standard IS – 10192 or latest

- vii. The floor shall be fitted with fire retardant marine board of 19 mm thickness conforming to BIS 710-1976 or latest and shall be fire retardant as per BIS 5506-2000 or latest and covered with superior quality anti-abrasive material with silica embossing to make the floor non slippery. The complete flooring surface should be joint free and suitable for easy cleaning / scientific fumigation / treatment by disinfectants.
- viii. Patient cabin should be amenable to fumigation and disinfectants.
- ix. The whole ambulance body shall be fully thermally insulated with flame retardant Polyurethane or glass wool of minimum 40 kgs/m3 density. The bidder shall provide specifications/BIS standards for the aforesaid insulating material.
- x. A comfortable and adjustable paramedic seat with backrest should be placed at head end of the patient.
- xi. Should have washbasin with foot-operated tap. Two separate water tanks, one each for clean and used water of capacity of minimum 25 ltr. with provision for easy refilling and cleaning. Should have soap dispenser and tissue dispenser.
- xii. Provision for oxygen supply and suitable fixtures to hold one 'B' type oxygen cylinder in vertical position for easy and quick changeover between filled and empty cylinders. There should be provision to place one 'D' type oxygen cylinder to be fitted from outside the patient cabin with outlet connection to patient cabin
- xiii. All seats should be made of high-density PU foam with water proof washable cover.
- xiv. A wide footstep entry at the rear end to facilitate easy and safe movement in and out of the patient cabin. The footstep should be of the same width as that of the patient cabin width. There should be no sharp edges along the external frame and both corners along the front fascia should be curved. There should be lighting provision above the footstep to illuminate the footstep in darkness.

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
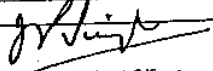
- xv. Integrated alarm in the driver cabin if the patient cabin door is not closed.
- xvi. Sufficient halogen spot lights in the roof with directional control allowing the focus of the lamps to be shifted along the vertical axis on the patient body to any position permitting visual examination of the patient.
- xvii. Should have four-seater attendant seat to permit the shifting of an additional patient in case of any mass casualty. There should be sufficient storage space below the attendant seat. The seat base should be made of high-density PU foam with waterproof washable cover. Appropriate provision for providing oxygen supply outlets on this side as well should be provided.
- xviii. Patient cabin should have adequate space for keeping necessary equipments required for telemedicine and communication networking.
- xix. Integrated storing console inside the patient cabin for storing various medicines, consumables, linens, disposables and other items. Suitable combination of sliding drawers, cupboards of various sizes should be provided in storing console
- xx. Integrated separate waste collecting bins for recyclable and non-recyclable wastes should be provided.
- xxi. Provision should be kept to hold the infusion bottles at suitable place, so that the bottle remains firm when the ambulance is on move.
- xxii. The material used in the construction of ambulances shall be as per Bureau of Indian Standards (BIS) Automotive Industry Standards (AIS) specifications. Wherever Indian standards are not available, internationally acceptable standards may be referred/indicated. Specifications standards wherever indicated in the Technical Specification shall be conforming to the Specification Standards as amended upto date/ or latest.
- xxiii. Any other provisions/fittings required for safe and efficient operation and or for fulfilling statutory requirements be provided in the offered ambulance.
- xxiv. Fittings of the medical and other equipments installed in ambulance shall be done in such manner that if required during maintenance or repair, these are capable of being retrieved and reinstalled without any damage.
- xxv. Fire extinguishers: Multi purpose fire extinguishers shall be ISI marked conforming to BIS: 13849-1993 or latest, dry powder type (Stored pressure) duly filled, of capacity and quantity as per the provisions of Central Motor Vehicle Rules 1989. Fire extinguishers shall be encased & fitted with proper reinforcement and located one each in driver cabin and the patient cabin.
- xxvi. Electrical equipment and wiring:
 - a. Electrical equipment and wiring shall be conforming to Indian/ international standards. The wiring shall be flame proof, ISI marked conforming to BIS: 2465-1984 and insulated. Kinking, grounding at multiple points, stretching & exceeding minimum bend radius shall be avoided.
 - b. The wiring looms/ harness for vehicle system of the ambulance shall be properly routed, encased/ concealed type so mounted as to eliminate chances of any spark/short circuit.
 - c. The electrical system & its electronic components shall be capable of operating in the area of the vehicle in which they will be installed. Electrical & electronic equipments shall not be located in an environment that will reduce the performance or shorten the life of the component or electrical system. No vehicle component shall generate or be affected by electro-magnetic interference or radio frequency interference (EMI/ RFI) that can disturb the performance of electrical / electronic equipments.
 - d. All electrical/ electronic hardware mounted on the exterior of the vehicle i.e. not designed to be installed in an exposed environment shall be mounted in a sealed enclosure.
 - e. To the extent practicable, wiring shall not be located in environmentally exposed locations under the vehicle. Wiring & electrical equipments necessarily located under the vehicle shall be insulated from water, heat, corrosion & mechanical damage. Where feasible front to rear electrical harnesses should be installed above the window line of the vehicle.

97 standard / certificates

What can be these?

Standard + certificates

Standard + certificates

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- f. If any electronic components have an internal clock, it shall provide its own battery back up to monitor time when battery power is disconnected.

xxiii. Pollution under control (PUC) Certificate Holder: A suitable holder with clear acrylic sheet cover shall be provided in driver cab near driver seat at appropriate level for fixing of PUC certificate.

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6.2 Ambulance equipment ALS Ambulances

S. No	Name of Medical Equipment	Specifications
1.	Defibrillator / Monitor	<ol style="list-style-type: none"> Unit should be lightweight compact and portable (not exceeding 8 kg.) Unit should have facility for Automatic External Defibrillation and manual defibrillation. Should be able to deliver shock from 2-200 joules through biphasic technology. Should have facility for printing ECG and critical events. Should have facility for Pulse oximeter / & Non Invasive Blood Pressure (Adult & paediatric) <ol style="list-style-type: none"> Should have facility for external pacing Facility for monitoring End-tidal CO₂ monitoring, which should be accurate and display numeric values as well as the waveform. Should have facility for charging from both 12V DC & 220V AC. Should be supplied with <ol style="list-style-type: none"> Reusable pulse oximetry probe (two) ECG cable – 12 lead (two) ECG cable – 3 lead (two) Rates for consumables should be offered in price bid Optional item to be quoted invasive blood pressure-monitoring module complete with reusable transducer. It should have facility for transmission of data from ambulance to a receiving station
2.	Syringe pump	<ol style="list-style-type: none"> Must be user-friendly with simple menu driven operation. Must have flow rate programmable from 0.1 to 1200 ml/hr. Should accept standard disposable syringes (10-60ml) Automatic detection of syringe size and proper fixing. Must provide alarm for wrong loading of syringe. Selectable occlusion pressure trigger level from 100mm hg to 1100mm hg to allow use over a range of applications. Should have comprehensive alarm package including occlusion pressure, pre alarm and alarm, end of infusion alarm, low battery pre alarm and alarm, maintenance reminder alarm, near empty alarm, syringe disengaged alarm, etc. (with high sensitivity).

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S. No.	Name of Medical Equipment	Specifications
		<p>7. Battery backup of 6-8 hours or more when fully charged with a provision to display residual battery life in hours and minutes.</p> <p>8. History / memory for atleast last few patients with alarm clock records.</p> <p>9. Comprehensive safety check, with clear alarm messages.</p> <p>10. AC mains (100 - 240V) and battery (lead acid) powered.</p> <p>11. RS 232 serial link for remote monitoring and control of infusion.</p>
3.	Transport Ventilator	<p>Should be light weight (less than 4 kg.), robust (drop and water resist) and user friendly and suitable for adults, children and infant upto 5 kg.</p> <p>1. Modes of ventilation: a. CMV ii. Assist Control iii. Optional PEEP facility</p> <p>1. Separate control for inspiratory and expiratory times and flow rate.</p> <p>2. Adjustable pressure limit to safety cope with all patients.</p> <p>3. High inflation pressure alarm.</p> <p>4. Power source : Compressed air / oxygen (dependence on battery or AC power is not desirable)</p> <p>5. Control Settings: a. Inspiratory time : 0.5 - 2 Sec. b. Expiratory time 0.6 - 6 Sec. c. Flow Control (range 6 -60 L / min.) d. With above controls, one should be able to deliver respiratory rate ratio of up to 1:3</p> <p>6. FIO2: 100% oxygen and air mix, approx. 45%</p> <p>7. Equipment should be complete with carry bag, patient circuit, pressure regulator for the oxygen cylinder and relief valve.</p> <p>8. Should have airway pressure monitor</p> <p>9. Should have a disconnect alarm. (Visual and audible)</p>
4.	Suction Pump (electronic)	<p>1. Equipment shall be with 12V DC Maximum negative pressure from -200 to -700mbar in steps of 100 or less with suitable setting marks.</p> <p>2. Sufficient capacity 500ml secretion bottles with efficient over-flow protected with adjustable negative pressure (Min. 5 Nos. Polycarbonate & autoclavable).</p> <p>3. Ambulance Wall countable.</p> <p>4. Power Pack rechargeable Nicd. Battery 12 V with</p>

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S. No.	Name of Medical Equipment	Specifications
		battery chargers connecting cable for connection to 230 V AC+ 10%, 50 Hz and with provision for recharging from the vehicle with vehicle circuit connecting cable. 5. Battery charged life shall be of min. 90 minutes. 6. Suction capacity 10-16 litre per minutes.
5.	Suction Pump	Manual
6.	Laryngoscope with blades	1. Standard equipment in metal with 3 standard size curved blades and one extra large blade (Adult & Child). 2. Handle should have comfortable grip. 3. Good quality light source (Fibre optic / conventional)
7.	Oxygen cylinders "B" Type	1. Colour coded light weight Aluminum alloy oxygen cylinder for providing oxygen therapy of total capacity of 1500 Ltr. 2. Mounted with pressure reducer and flow-meter provision of capacity upto 15 Liters per minutes and outlet for secretion aspiration. 3. Refillable and complete test certificate. 4. Should be provided with an adapter to refill the cylinder from a bulk cylinder. 5. Should be membrane pressure reducer with manometer complete with flow meter 0-15 litres /min. and humidifier
8.	Artificial Manual Breathing Unit (Adult)	1. The equipment shall be with: 2. Easy Grip manual resuscitator with transparent facemask. 3. Adult models (1500 to 2000ml bag capacity) 4. Standard 15-22 mm Swivel connector allows connections to all common masks Endotracheal Tubes. 5. Provision to give supplemented oxygen by oxygen reservoir providing 100% oxygen. 6. Non-rebreathing valve enabling the patient to inspire oxygen from the reservoir bag.
9.	Artificial Manual Breathing Unit (Child & neonatal)	The equipment shall be with: 1. Easy Grip manual resuscitator with transport facemask. 2. Child models (500 to 250ml bag capacity) 3. Standard 15-22 mm Swivel connector allows connections to all common masks Endotracheal Tubes. 4. Provision to give supplemented oxygen by oxygen reservoir providing 100% oxygen. 5. Non-rebreathing valve enabling the patient to

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S. No.	Name of Medical Equipment	Specifications
10.	Collapsible chair cum trolley Stretcher	<p>inspire oxygen from the reservoir bag.</p> <ol style="list-style-type: none"> 1. Automatic loading stretcher with capability to convert into wheel chair. 2. Built with anodized aluminium lightweight / stainless steel. 3. Adjustable back rest 0 dg -90 dg. which allows to fix the back rest safely in any position. 4. Side protections completely overturn able. 5. Safety lever for the legs positioned near the unlocking device allowing thus the release operation for the loading, keeping the hands on the stretcher. 6. Vertical legs protected by nylon wedges. <p>Automatic centering device mounted on rotating wheels. This system automatically blocks the back wheels in the central position during the loading of the stretcher on the ambulance without having to turn the wheels manually.</p> <p>Length: 190-200 cm Width : 55-60cm Height: 80-85cm Weight: 35-40 kg. Loading Capacity : 160-180 kg.</p> <p>Stand for automatic loading stretcher with locking facility for quick fixing system with handle to mount the stand in very position on the stretcher.</p>
11.	Canvas Stretcher folding	<ol style="list-style-type: none"> 1. Should be lightweight and made up of tubular aluminum alloy. 2. Should be easy to carry. 3. Should be rugged. 4. Should be compact & foldable in 2 5. should have automatic locking, which does not fold in automatically. 6. Should have provision to put IV pole on the stretcher. 7. Should come with IV Stand as Standard. <p>Extended Dimensions</p> <p>Length: 200-210 cm Width : 50-60cm Height: 15-20cm Weight: 5 kg. to 6 kg Approx.</p>
12.	Stretcher Scoop	<ol style="list-style-type: none"> 1. The equipment shall be lightweight aluminum stretcher, which folds in two half and separates for application and removal, locking adjustable length with latches-with

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S. No.	Name of Medical Equipment	Specifications
		nylon-straps. 2. Narrow foot end frame for handling in confined areas. Length: 160 to 200 cms Width : 42 cm (Minimum) Weight: < 10 kg. Load capacity -120 kg (Min.)
13.	B.P. Instrument Aneroid	Scale 0-300mmHg. Air release at closed tap max 4mmHg/Minute. Manual setting of deflation possible upto 2/3mmHg/s. From 260mmHg. To 15mm Hg max deflation time 10 seconds. Gauge's background in white colour. Graduated scale for every 2mmHg, with bigger notches ungraduated every 10 units and bigger graduated every 20 units. Floating zero (the pointer hasn't stop point but swings freely), nylon rip-off straps cuff matching colours with pouch, latex bulb with completely chromium plated valve. Air taps wholly chromium plated with regulation of vent-hole air by screw valve. Nylon off pouch with zip.
14.	Stethoscope	Stethoscope with standard adult size, chromium plated metal binaural, Y rubber tube in one piece. Rotating piper fitting for both functions.
15.	Pneumatic Splints set of 6 adult sizes with carrying case. 1. Hand & wrist 2. Half arm 3. Full arm 4. Foot and ankle 5. Half leg 6. Full leg	1. X-ray through the splints 2. Inflatory tubes' extension with closing clamp makes closing easy and quick after inflation. 3. Fixing of splint is by zipper or belt 4. Distal end left open to expose toes 5. Should be washable and reusable.
16.	Gauze Cutter	Emergency scissors with thermoplastic handle and steel blade to cut clothes. Length should be 18 cm.
17.	Artery forceps	Standard equipment in stainless steel 14 cm.
18.	Magill's forceps	Standard equipment in stainless steel.
19.	Cervical Collar	1. Should be adjustable to 4 different sizes. 2. Should be pre-molded chin support, locking clips and rear ventilation panel, enlarged trachea opening. 3. Should be high-density polyethylene and foam padding

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S. No.	Name of Medical Equipment	Specifications
20	First Aid Bag	<p>with one piece design enables efficient storage where space is limited.</p> <p>4. Should be X-ray lucent and easy to clean and disinfect.</p> <p>Bag with partitions for vials transport. Indispensable implement to protect and identify any kind of vials. Made with nylon, it should be provided with 2 compartments, of which one divided in 3 partitions and one divided in 2. Inside elastic band to fix the vials and transparent accommodation for identification labels.</p> <p>Dimensions: .30 x 18 x 15 cm or</p> <p>Pre-packed kits as convenient as long as it contains the specified first aid items</p>
21	Spinal Board	<p>1. Should be in plastic material at high strength and waterproof.</p> <p>2. It should be 4 holes for the quick and total fixing of the head immobilizer and two cavities when the board lays on the floor, when the base is blocked in the traditional way, that allow to avoid damages to rip-off straps during the usage or accommodation in the ambulance.</p> <p>3. It should be 20 handles for the transport, supplied with 3 belts with rapid unhooking buckle.</p> <p>4. Should have maximum radio transparency to make exams without compromise patient condition.</p>
22	Double head Immobilizer For scoop stretcher	<p>1. Head Immobilizer should be mounted and separated on the scoop stretcher.</p> <p>2. Should be standard side rigid blocks instead of the adjustable ones.</p> <p>3. Should be with padded belts for the fixing.</p> <p>4. It should be covered by a liquid proof and bacterial proof material.</p>
23	Oxygen Cylinder 'D' Type	<p>1. It should be a standard 'D' type molybdenum steel cylinder to fill medical oxygen.</p> <p>2. The capacity should be of 5000 to 6000 Litres (5 to 6 M3) at a pressure of 1800 - 2000 lbs/inch²</p> <p>3. A pressure regulator capable of reducing the pressure to appropriate level to run either a ventilator or provide oxygen therapy with a flow meter should be provided</p>
24	Portable hand held glucometer	The glucometer with test strips and standard accessories

6.3 List of Medicines for ALS Ambulances

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S.No	Medicine
1	Inj. Adrenaline
2	Inj. Atroine
3	Inj. Calcium Carbonate
4	Inj. Dopamine
5	Inj. Dobutamine
6	Inj. Noradrenaline
7	Inj. Nitroglycerine
8	Inj. Sodium Bicarbonate
9	Inj. Hydrocortisone
10	Inhaler Beclomethasone (250 micro/dose)
11	Inhaler Salbutamol (200 micrograms)
12	Inj. Frusemide
13	Inj. Diazepam/Midazolam
14	Inj. Deriphyllin
15	Inj. Phenytoin sodium
16	Inj. Avil
17	Inj. Metochlorpropamide
18	Inj. Ondansetron
19	Inj. KC1
20	Inj. Lignocaine 2%
21	Inj. Amiodarone (50 mg/ml)
22	Inj. Magnesium sulphate 25% 2ml.
23	Inj. Mannitol 20 %
24	Inj. Morphine/Inj. Pethidine
25	Inj. Noradrenaline bitrate 4mg, 2 ml. Ampule
26	Activated charcoal
27	Inj. Naloxone HCl
28	Inj. Fentanyl
29	Bacteriostatic water for injection
30	Inj. Sodium Valporate
31	Inj. Voveran
32	Inj. Paracetamol

The overall medicines list may be reviewed and updated by the DOHFW from time to time including on recommendations of the Emergency Medical Council.

6.4 List of Consumables for ALS ambulances

S.No	Consumables
1	Cotton
2	Bandage (a) 15cm (b) 10cm (c) 6cm
3	Savlon
4	Betadine
5	Leucoplast

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6	Pain Spray
7	Mistdress Spray
8	Vinodine Spray
9	Coollex Spray
10	Face Mask (Disposable)
11	Surgical Gloves
12	LMA disposable
13	Wide bore needles
14	Disposable L.P. Needles
15	Syringes ABG (2 & 5 ml)
16	Three way stop cork
17	Extension I/V lines
18	Disposable suction pumps
19	ECG electrodes
20	Lighted Stylets of different sizes
21	Guedel's airway 00-5,00,0,1,2,3,4,5
22	Nasal airways(all sizes) & catheters
23	Binasal Cannula, Combitube, COPA
24	Tracheostomy tube cuff & Plain (all sizes)
25	Mini Tracheostomy kit
26	Ventimask, facemask with nebulizer
27	Pressure Infusion Bags
28	Rightangled Shivel Connector
29	G.V. Paint
30	I.V. Fluids
31	Micro drip-set & Drip-set
32	Nasogastric Tubes
33	Burn Pack : Standard package, clean burn sheets (or towels for children)
34	Triangular bandages (Minimum 2 safety pins each)
35	Dressings : Sterile multi-trauma dressings (various large and small sizes); ABDs, 10"x12" or larger; 4"x4" gauze sponges; Cotton Rolls
36	Gauze rolls Sterile (various sizes)
37	Elastic bandages Non-sterile (various sizes)
38	Occlusive dressing Sterile, 3"x8" or larger
39	Adhesive tape : Various sizes (including 2" or 3") Adhesive tape (hypoallergenic) : Various sizes (including 2" or 3")
40	Cold packs
41	Waste bin for sharp needles, etc.
42	Disposable bags for vomiting, etc.
43	Teeth guard
44	Sample collection kits

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6.5 List of equipment for BLS ambulances

S. No.	Name of Medical Equipment	Specifications
1.	Defibrillator & ECG with Pulse Oxymetry	Unit should have facility for Automatic External Defibrillation with standard accessories. Should be able to deliver shock upto 200 joules through biphasic technology. Audio alarm It should have facility for transmission of above patient specific data/output of the device from ambulance to a receiving station the unit should have facility for recharging from a 12 volt DC or 220 volt AC line
2.	Suction Pump (Electronic)	Equipment shall be with 12V DC Maximum negative pressure from -200 to -700mbar in steps of 100 or less with suitable setting marks. Sufficient capacity 500ml secretion bottles with efficient over-flow protected with adjustable negative pressure (Min. 5 Nos. Polycarbonate & autoclavable). Ambulance Wall countable. Power Pack rechargeable Nicd. Battery 12 V with battery chargers connecting cable for connection to 230 V AC+ 10%, 50 Hz and with provision for recharging from the vehicle with vehicle circuit connecting cable. Battery charged life shall be of min. 90 minutes. Suction capacity 10-16 litre per minutes.
3.	Suction Pump	Manual
4.	Laryngoscope with blades	1. Standard equipment in metal with 3 standard size curved blades and one extra large blade (Adult & Child). 2. Handle should have comfortable grip. 3. Good quality light source (Fibre optic / conventional)
5.	Oxygen cylinders "B" Type	Colour coded light weight Aluminum alloy oxygen cylinder for providing oxygen therapy of total capacity of 1500 Ltr. Mounted with pressure reducer and flow-meter provision of capacity upto 15 Litres per minutes and outlet for secretion aspiration. Refillable and complete test certificate. Should be provided with an adapter to refill the cylinder from a bulk cylinder. Should be membrane pressure reducer with manometer complete with flow meter 0-15 litres /min. and humidifier.
6.	Artificial Manual Breathing Unit (Adult)	The equipment shall be with: • Easy Grip manual resuscitator with transparent facemask.

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S. No.	Name of Medical Equipment	Specifications
		<ul style="list-style-type: none"> Adult models (1500 to 2000ml bag capacity) Standard 15-22 mm Swivel connector allows connections to all common masks Endotracheal Tubes. Provision to give supplemented oxygen by oxygen reservoir providing 100% oxygen. Non-rebreathing valve enabling the patient to inspire oxygen from the reservoir bag.
7.	Artificial Manual Breathing Unit (Child and neonatal)	<p>The equipment shall be with:</p> <p>Easy Grip manual resuscitator with transport facemask.</p> <p>Child models (500 to 250ml bag capacity)</p> <p>Standard 15-22 mm Swivel connector allows connections to all common masks Endotracheal Tubes.</p> <p>Provision to give supplemented oxygen by oxygen reservoir providing 100% oxygen.</p> <p>Non-rebreathing valve enabling the patient to inspire oxygen from the reservoir bag.</p>
8.	Collapsible chair cum trolley Stretcher	<p>Automatic loading stretcher with capability to convert into wheel chair.</p> <p>Built with anodized aluminium lightweight / stainless steel</p> <p>Adjustable back rest 0 dg -90 dg which allows to fix the back rest safely in any position.</p> <p>Side protections completely overturn able.</p> <p>Safety lever for the legs positioned near the unlocking device allowing thus the release operation for the loading, keeping the hands on the stretcher.</p> <p>Vertical legs protected by nylon wedges.</p> <p>Automatic centering device mounted on rotating wheels. This system automatically blocks the back wheels in the central position during the loading of the stretcher on the ambulance without having to turn the wheels manually.</p> <p>Length: 190-200 cm</p> <p>Width : 55-60cm</p> <p>Height: 80-85cm</p> <p>Weight: 35-40 kg.</p> <p>Loading Capacity : 160-180 kg.</p> <p>Stand for automatic loading stretcher with locking facility for quick fixing system with handle to mount the stand in very position on the stretcher.</p>
9.	Canvas Stretcher folding	<p>Should be lightweight and made up of tubular aluminum alloy.</p> <p>Should be easy to carry.</p> <p>Should be rugged.</p>

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S. No.	Name of Medical Equipment	Specifications
		<p>Should be compact & foldable in 2 should have automatic locking, which does not fold in automatically. Should have provision to put IV pole on the stretcher. Should come with IV Stand as Standard. Extended Dimensions Length: 200-210 cm Width : 50-60cm Height: 15-20cm Weight: 5 kg. to 6 kg Approx.</p>
10.	Stretcher Scoop	<p>The equipment shall be lightweight aluminum stretcher, which folds in two half and separates for application and removal, locking adjustable length with latches-with nylon-straps. Narrow foot end frame or handling in confined areas. Length: 160 to 200 cms Width : 42 cm (Minimum) Weight: < 10 kg. Load capacity --120 kg (Min.)</p>
11.	B.P. Instrument Aneroid	<p>Scale 0-300 mmHg. Air- release at closed tap max 4mmHg/Minute. Manual setting of deflation possible upto 2/3mmHg/s. From 260mmHg. To 15mm Hg max deflation time 10 seconds. Gauge's background in white colour. Graduated scale for every 2mmHg, with bigger notches ungraduated every 10 units and bigger graduated every 20 units. Floating zero (the pointer hasn't stop point but swings freely), nylon rip-off straps cuff matching colours with pouch, latex bulb with completely chromium plated valve. Air taps wholly chromium plated with regulation of vent-hole air by screw valve. Nylon off pouch with zip. Single packaging on printed carton box.</p>
12.	Stethoscope	<p>Stethoscope with standard adult size, chromium plated metal, aural, Y rubber tube in one piece. Rotating piper fitting for both functions.</p>
13.	Pneumatic Splints set of 6 adult sizes with carrying case. Hand & wrist Half arm	<p>X-ray through the splints Inflatory tubes' extension with closing clamp makes closing easy and quick after inflation. Fixing of splint is by zipper or belt Distal end left open to expose toes</p>

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S. No.	Name of Medical Equipment	Specifications
	Full arm Foot and ankle Half leg Full leg	Should be washable and reusable.
14.	Gauze Cutter	Emergency scissors with ther noplasic handle and steel blade to cut clothes. Length should be 18 cm.
15.	Artery forceps	Standard equipment in stainless steel 14 cm.
16.	Magill's forceps	Standard equipment in stainless steel.
17.	Cervical Collar	Should be adjustable to 4 different sizes. Should be pre-molded chin support, locking clips and rear ventilation panel, enlarged trachea opening. Should be high-density polyethylene and foam padding with one piece design enables efficient storage where space is limited. Should be X-ray lucent and easy to clean and disinfect.
18.	First Aid Bag	Bag with partitions for vials transport. Indispensable implement to protect and identify any kind of vials. Made with nylon, it should be provided with 2 compartments, of which one divided in 3 partitions and one divided in 2. Inside elastic band to fix the vials and transparent accommodation for identification labels. Dimensions: 30 x 18 x 17 cm or Pre-packed kits as convenient as long as it contains the specified first aid items (as provided in the consumables list)
19.	Spinal Board	Should be in plastic material at high strength and waterproof. It should be 4 holes for the quick and total fixing of the head Immobilizer and two cavities when the board lays on the floor, when the base is blocked in the traditional way, that allow to avoid damages to rip-off straps during the usage or accommodation in the ambulance. It should be 20 handles for the transport, supplied with 3 belts with rapid unhooking buckle Should have maximum radio transparency to make exams without compromise patient condition.
20.	Double head Immobilizer For scoop stretcher	Head Immobilizer should be mounted and separated on the scoop stretcher.

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
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S. No.	Name of Medical Equipment	Specifications
		Should be standard side rigid blocks instead of the adjustable ones. Should be with padded belts for the fixing. It should be covered by a liquid proof and bacterial proof material.
21.	Oxygen Cylinder 'D' Type	It should be a standard 'D' type molybdenum steel cylinder to fill medical oxygen. The capacity should be of 5000 to 6000 Litres (5 to 6 M3) at a pressure of 1800 – 2000 lbs/inch ² A pressure regulator capable of reducing the pressure to appropriate level to run either a ventilator or provide oxygen therapy with a flow meter should be provided

6.6 List of consumables for BLS ambulances

S.No	Item
1	Cotton
2	Bandage (a) 15cm (b) 10cm (c) 6cm
3	Savlon
4	Betadine
5	Leucoplast
6	Pain Spray *
7	Mistdress Spray
8	Vinodine Spray
9	Coollex Spray
10	Face Mask (Disposable)
11	Surgical Gloves
12	LMA disposable
13	Wide bore needles
14	Disposable L.P. Needles
15	Syringes ABG (2 & 5 ml)
16	Three way stop cork
17	Extension I/V lines
18	Disposable suction pur s
19	ECG electrodes
20	Lighted Stylets of different sizes
21	Guedel's airway 00-5,00,0,1,2,3,4,5
22	Nasal airways(all sizes) & catheters
23	Binasal Cannula, Combitube, COPA
24	Tracheostomy tube cuff & Plain (all sizes)
25	Mini Tracheostomy kit
26	Ventimask, facemask with nebul zer

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27	Pressure Infusion Bags
28	Rightangled Shivel Connector
29	G.V. Paint
30	I.V. Fluids
31	Micro drip-set & Drip-set
32	Nasogastric Tubes
33	Burn Pack : Standard package, clean burn sheets (or towels for children)
34	Triangular bandages (Minimum 10 safety pins each)
35	Dressings : Sterile multi-trauma dressings (various large and small sizes); ABT's, 10"x12" or larger; 4"x4" gauze sponges; Cotton Rolls
36	Gauze rolls Sterile (various sizes)
37	Elastic bandages Non-sterile (various sizes)
38	Occlusive dressing Sterile, 3"x8" or larger
39	Adhesive tape : Various sizes (including 2" or 3") Adhesive tape (hypoallergenic) : Various sizes (including 2" or 3")
40	Cold packs
41	Waste bin for sharp needles, etc.
42	Disposable bags for vomiting, etc.
43	Teeth guard
44	Sample collection kits

6.7 Minimum Ambulance Rescue Equipment for ALS & BLS ambulances

The following additional items will be carried by each ALS and BLS ambulance:

- Hammer, one four pound with 15 inch handle.
- One axe.
- Wrecking Bar, minimum 24-inch (bar and two preceding items can either be separate or combined as a forcible entry tool).
- Crowbar, minimum 48 inches, with pinch point.

7. First Responder Vehicles (two wheelers):

- These two wheelers should be four stroke motorcycles ideally with an engine capacity of 150 cc and electrical supply system of 12 volts. The vehicles should have both kick start and self start facilities.
- The leg guard of the vehicle should have provisions for fixing a portable oxygen cylinder on one side and siren & beacon on the other side. The rear section of the vehicle should have provisions for fixing two boxes (of approximate size of 24 inches suitcase).
- There should be no restriction on the colour of the vehicle. Colour of the vehicle should be decided in consultation with DoHFW. The 'Star of Life' emblem should be prominently visible on either side of the fuel tank. A wind screen is to be fixed on the handlebar of the vehicle and 'Star of Life' emblem should be prominently visible on the base of the wind screen in front.

7.4 The minimum equipment required for the first responder vehicles includes:

Vehicle	150 cc
Communication Devices	
GPS Unit (Location tracking)	Same as in Ambulance
Mobile Phone	GSM Mobile
Wireless communication	Same as in Ambulance
Signaling Devices	
Strobe Light	25 Revolutions per minute
Siren	Conventional
PAS	12 Volts 50 Watt
Branding	Sticker as per approved design
Storage space	2 Cuft with 30 Kg capacity
Stand to Hold Oxygen Cylinder	For A Type Aluminum cylinder
Battery requirement	
Medical Equipment	
Biphasic Automated External Defibrillator	To deliver 200 Joules of Energy
EMS Kit	
Pulse Oxymeter - Digital, pen type	Battery Operated
Ambu Bag with reservoir (Adult & Paediatric)	
Airways (Nasopharyngeal and Oro Pharyngeal) 6 different sizes each.	
Oxygen Mask with tube (Different sizes)	*
Automatic BP Apparatus	Portable
Stethoscope	
Non rebreather Mask	
Oxygen - Nasal Prongs	
Thermometer	
Trauma and first aid kit	
Bandage Cloths	
Trip Bandage 6"	
Cotton Roll 500 gms	
Sterile Gauge Piece	
Sofra tile Dressing	
Round Tip Scissors 2 pairs	
Scalpel Blade	
Forceps - Toothed & Artery	
Porus Tissue Plaster	

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Adhesive Plaster roll	
Immobilisation Devices	
Malleable Splints / Vacuum Splints – 4 different sizes for Long Bones	
Cervical Collar – 4 Different Sizes	
Oxygen Cylinder – A type Light weight made of aluminium	
Oxygen flow meter	
Pencil Torch	

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Schedule IV

Specifications for the Emergency Response Centre

1. The Emergency Response Centre should have the following as a minimum requirement:
 - 1.1 The Operator will be responsible for setting up the ERC per the minimum specifications suggested herein
 - 1.2 Space provided by DoHFW for setting up the ERC will be approximately 3000 square feet.
2. The system architecture for communication should meet the following minimum requirements:
 - 2.1 ERC should use GIS and GPS technologies to track the ambulances and graphically display their positioning on the map of NCT of Delhi
 - 2.2 Initially the requirements will be for 150 vehicles up-gradable to upto 500 vehicles in future
 - 2.3 The operating should be standard linux or windows software
 - 2.4 The system must have an open architecture and based on web browser technology
 - 2.5 The vehicle position in the ATS system should have better than 30 meters accuracy
 - 2.6 The system should have capability of sending SMS / live calls to the user defined GSM / CDMA telephone numbers
 - 2.7 The system should be so designed to prevent loss of ambulance data in the event of failure of equipment or communication network
 - 2.8 The system must provide time and day, LAT, LONG, direction, speed and accurate distance travelled indication etc.
 - 2.9 The system should give visual and audible alerts in case of wrong entries in the challan fields
 - 2.10 If a repeat call from a earlier caller comes it should open with the previous call details / challan
 - 2.11 The system should provided archiving and retrieval facilities
 - 2.12 The system should be integrated with the telephone database to get the address of the caller on receipt of a call (optional)
 - 2.13 All possible online / offline records should be available in tabular / graphical form
 - 2.14 The call taker's screen should have two windows. One window will display the challan and the other window will display the map having location of incident and live ambulance vehicle positions
 - 2.15 Wireless system for maintaining communication with the ambulances and first responder vehicles
3. Broad System Configuration
 - 3.1 The ambulance tracking system is divided into Control room sub system comprising of
 - i. IP PABX
 - ii. VOIP voice logging system
 - iii. Commensurate capacity UPS for power supply with 8 hours backup
 - iv. Servers peripherals like printers
 - v. Call takers as specified by vendor / dispatch executives
 - vi. Data entry and report generation terminal
 - vii. Supervisor terminal
 - viii. Administrative terminal
 - ix. Detailed map data in scale of 1:5000 or better (to be purchased by the bidder)

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- x. An engine with map in local network for speed and performance
- xi. Web application functions
- xii. LAN switches (Manageable) with necessary accessories
- xiii. 2 MBPS lease line connectivity between service provider and control room (to act as back-up one line may be DSL having equivalent speed)

Note:

GIS map will need to be procured by the bidder

3.2 The Emergency Response Centre will establish contact with the concerned hospital soon after it has directed an ambulance to that hospital and exchange information, transmit data/voice and images (as and when cameras are made available in the ambulances) within the available bandwidth.

3.3 All Government Hospitals in Delhi will have to be provided with digital wireless base sets of the same technology as that present in Ambulances and Emergency Response Center.

4. Vehicle sub system

- i. GPS receiver
- ii. Mobile data terminal (MDT) with wireless communication
- iii. EDGE / GSM / GPRS / CDMA modem as required
- iv. Wireless communication sets (digital) for the Ambulances and first responder vehicles
- v. The Ambulance sub-system will be able to have voice contact with the hospital where it is headed and vice-versa

5. Communication sub system



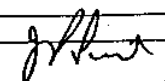
5.1 EDGE / GSM / GPRS / CDMA on rental as required

5.2 Wireless sets (digital) as mentioned above

5.3 The Emergency Response Center should have minimum 8 (expandable to 20) trunk lines and 30 (expandable to 100) extensions with CLI enabled in CTI features like least call routing, automatic call distribution, trunk guard, emergency calling, direct inward / outward system access, single digit operator calling, blank call recall, live call monitor etc. Time of the system should be synchronized over LAN.

5.4 The detailed minimum specifications for the ERC equipment are as follows:

AMBULANCE CONTROL ROOM/CALL CENTRE (Emergency Response Center)			
S.No	Specification		Qty.
1	SERVER		
			1
	Form factor	Rack/4U per chassis	

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AMBULANCE CONTROL ROOM/CALL CENTRE (Emergency Response Center)			Qty.
S.No	Specification	Error! Hyperlink reference not valid. or better	
	Processor		
	Number of processors (std)	2 per chassis (optional 3, 4 chassis support)	
	Cache (max)	Up to 8MB (2x4MB)	
	Memory1(std)	16GB PC2-5300 DDR II (upto 256GB support optional)	
	Expansion slots	7 total PCI-Express half-length, (2 Active PCI-Express)	
	Disk bays (total/hot-swap)	4/4 2.5" Serial Attached SCSI (SAS)	
	Maximum internal storage ^{1,2}	587GB SAS per chassis (supports 73.4GB and 146.8GB hard disk drives (HDDs))	
	Network interface	Integrated dual Gigabit Ethernet (GbE) with TCP-IP Offload Engine (TOE)	
	Power supply (std/max)	1440W 220V 2/2	
	Hot-swap components	Power supplies, fans, memory, HDDs and PCI-Express adapters	
	RAID support	Integrated RAID-0, -1, optional redundant array of independent disks (RAID) 5	

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AMBULANCE CONTROL ROOM/CALL CENTRE (Emergency Response Center)			
S.No	Specification		Qty.
	Systems management	Alert on local area network (LAN) 2, Automatic Server Restart, Remote Supervisor Adapter (RSA) II Slim Line, light path diagnostics (independently powered), Predictive Failure Analysis (PFA) on HDDs, processors, VRMs, fans and memory, Wake on LAN, Dynamic System Analysis (DSA) or Equivalent systems management software	
	Operating systems	As appropriate	
2	WORKSTATIONS		
	Architecture		
	Bus type/architecture	PCI/PCI Express	
	Slots x bays total (available)	5(5) x 6(2)	
	Orientations allowed	Vertical	
	Form Factor	Tower	
	Processor		
	Processor internal clock speed[1]	3.00 GHz	
	Front side bus	1 GHz	
	Internal L2 Cache Size	4 MB	
	Memory		
	Memory (RAM) std. / max.[8]	2 GB / 8 GB	
	RAM slots total	4 UDIMM	
	RAM slots available	2 UDIMM	
	RAM speed supported	1066 MHz	
	Memory Type	DDR3 SDRAM	
	Hard Disk Drives		
	Hard disk size[4]	250 GB	
	Hard disk type	Serial ATA	
	Graphics Subsystem		

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AMBULANCE CONTROL ROOM/CALL CENTRE (Emergency Response Center)			Qty.
S.No	Specification		
	Video RAM std. / max.	512MB	
	Type	--	
	Graphics Chipset	NVIDIA	
	Video RAM type	DDR2	
	Max resolution (with max video RAM)	2048x1536 16777216 colours	
	Max colours (with max video RAM)	16777216	
	Graphics bus interface	PCI Express	
	MONITOR (21" Wide Screen)		
	Optical Devices		
	Optical Drive Type	DVD Recordable	
	Speed(5)	40X	
	Interface Type	SATA	
	Network Card		
	Network Speed	1000Mbps, 100Mbps, 10Mbps	
	Audio		
	Audio Chipset	ADI 1988 A	
	Expansion options		
	Slots total (free) and type	1(1) PCIe x4 (x16 mechanical) (Full Length), 1(1) PCI v2.3 (Half Length), 1(1) PCI v2.3 (Full Length), 2(2) PCI Express 2.0 x16 (Full Length)	
	Plug and play support	Yes	
	Planar Expansion Port Type	Mouse (PS/2), Microphone (front), Keyboard (PS/2), Headphone (front), 6-pin IEEE 1394, 10 USB 2.0 (2 front, 8 back)	
	Serial Port Type	1 Serial	
	Expansion Bus	Express 2.0	
	Software		
	Operating system Pre-Installed	As suitable for operations	
	NETWORKING		
3	10/100/1000 Switch with Poe		
	Technical Specifications		
	10/100 Ethernet ports: 48 per switch		

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AMBULANCE CONTROL ROOM/CALL CENTRE (Emergency Response Center)			Qty.
S.No	Specification		
	10/100/1000/SFP Gigabit ports: 2 per switch		
	SFP support: SX, LX, XD, ZX, CWDM, 100FX, T1		
	Resilient Stacking: up to 8 units / 384 ports per stack		
	Stacking ports: 2 built-in HiStack ports per switch		
	Total stacking capacity: 320 Gbps		
	Individual switch packet throughput: 10.2 Mpps		
	Individual switch capacity: 77.6Gbps		
	Concurrent VLANs: 256		
	Jumbo Frame Support on Gigabit ports		
	Maximum MAC addresses: 8,000		
	Power over Ethernet specifications		
	802.3af compliant with Power classification support		
	Signal pair power delivery		
	Maximum 15.4 watts per port		
	Maximum DTE Power AC 320 watts		
	Maximum DTE Power AC + RPS 740 watts		
4	Manageable Switch		
	Ethernet Routing Switch 2550T-PWR - provides 48x 10/100 ports (PoE supported on 24 ports), plus 2 combination 10/100/1000BaseT / SFP mini-GBIC ports, plus 2 1000BaseT RJ-45 ports at the rear		
5	CAT-6 Patch Panels		
6	CAT 6 Wall Mounted Information Outlet DUAL		Upto 50
7	42 U Rack (600 X 1000 MM)		
8	9U Wall Mounted Rack		
9	PATCH CABLES CAT-6 2Mtr.		as required
10	PATCH CABLES CAT-6 1Mtr.		as required
11	UTP Cable CAT-6 (305mtr) Rolls		
12	Telephone Handset with CLI		

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AMBULANCE CONTROL ROOM/CALL CENTRE (Emergency Response Center)			
S.No	Specification		Qty.
13	IP PBX		
	Max.80 analog trunk ports, Max.160 station ports, Max.176 LAN ports, Max.480 IP station ports(Max.192 WLAN ports)		
	TRUNK :Digital (TEPRI 2 : 60ch, TEPRI : 30ch)		
	Analog (8TRK)		
	STATION : Digital (16DLI, 16DLI2, 8DLI)		
	Analog (16SLI, 16SLI2, 8SLI, 16MWSLI)		
	Hybrid (8HYB, 8HYB2)		
14	SUPERVISOR Workstation- Laptop	Or equivalent and compatible system	
	Intel Core Duo 1.83Ghz		
	1 Gb DDR-II RAM, 120GB SATA HDD, 15.4" TFT		
	DVD-RW, 10/100/1000 NIC, Intel X3100 graphic		
	Accelerator, Finger print Reader		
15	Multifunction Laser jet printer	Or equivalent and compatible printer	
	Print speed / processor / memory	*	
	Print speed (black, normal quality, A4)	Up to 33 ppm	
	Processor speed	400 MHz	
	Standard memory	256 MB	
	Memory slots	1 100-pin DDR DIMM slot	
	Maximum memory	512 MB	
	Printing system		
	First page out (black, A4)	< 10 sec	
	Duty cycle (monthly, A4)	Up to 75000 pages	
	Print quality (black, normal quality)	Up to 1200 x 1200 dpi	
	Duplex print options	Automatic (standard)	
	Standard printer languages	Postscript Level 3 emulation, PCL 6, PCL 5, PDF 1.4	
	Copy system		
	Copy speed (black, draft quality, A4)	Up to 33 cpm	
	Maximum number of copies	Up to 1000	
	Copy resolution (black graphics)	Up to 600 dpi	
	Copier resize	25 to 400%	
	Scan system		
	Scan type	Flatbed, ADF	

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AMBULANCE CONTROL ROOM/CALL CENTRE (Emergency Response Center)			Qty.
S.No	Specification		
	Enhanced scanning resolution	Min 600 dpi	
	Optical scanning resolution	Min 600 dpi	
	Maximum scanning size	21.6 x 29.7 cm	
	Minimum scanning size	No minimum	
	Color scanning	Yes	
	Gray scale levels	256	
	Scan file format	TIFF, JPEG, and PDF	
	Fax functionality		
	A4 pages held in memory	MFP: Dependent on the amount of available disk space	
	Colour faxing	MFP: No	
	Resolution (black and white, best mode)	MFP: Up to 300 x 300 dpi	
	Auto-redialing	MFP: Yes	
	Fax delayed sending	MFP: No	
	Max nr. of broadcasting locations	MFP: 100	
16	VOIP recording System		
	SOFTWARES		
	Windows or Linux (64 BIT) operating compatible with the system	*	
17			
18	Appropriate software for document and report generation		
19	Anti Virus Corporate Edition		
	50 user License		
20	GPS Navigation, Auto Call Distribution, Call Dispatch Centre software server edition		
1	5KVA Online UPS with 8 Hour's Backup		
22	GPS receiver & Modem System for Ambulance with 2-way communication (optional)		
23	INTERNET Lease Line (Annual rental)	For back-up one line may be DSL	
	Installation, Integration, testing & Commissioning		

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AMBULANCE CONTROL ROOM/CALL CENTRE (Emergency Response Center)			
S.No	Specification		Qty.

Generator Requirement for Power Backup:

120 KVA digital generator set needs to be installed to ensure sufficient power back-up in the call center / control room in the event of extended power cuts or total power failure.

5.5 System Information Back-up:

A Tape Drive shall need to be put in at the ERC for the purpose of taking back-up of all data generated. The drive should ideally have the following or equivalent or better configuration:

- i. Recording technique: Linear Serpentine
- ii. Number of Tracks: 896
- iii. Native capacity: 700 GB
- iv. Native Data Rate: 104 MBps
- v. Adaptive data rates: 104, 85, 70, 55, 41 and 35 MBps for
- vi. 3592 cartridges initialized in Gen I format
- vii. Burst data rate: 400 MBps
- viii. High speed search: 10 mps

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Schedule V Human Resource & Training

The minimum human resource required for the field operations of the ambulances and first responder vehicles is as follows:

Type of Human Resource	Requirement
Trained medical personnel	1 per ambulance per shift 1 per First Responder Vehicle per shift
Drivers	1 per ambulance per shift
Ambulance Supervisors	1 for every 10 ambulances / first responder vehicles
Zonal Managers	1 per administrative zone
Nurses (only for ALS ambulances)	1 per ambulance per shift
Doctors (Only for ALS ambulance)	1 per ambulance per shift

Note:

The nurses for the ALS ambulance will need to be recruited during the first phase of ambulance deployment as they will need to go through an Advanced Life Support training programme of duration of around 9 months.

Each shift will be of 8 (eight) hours

The minimum human resource required for the ERC operations is as follows:

Type of Human Resource	Requirement
Junior Executives	Minimum 5 per shift
Dispatch Executives	Minimum 3 per shift
The rest of the human resource required for administrative purposes needs to be decided upon and recruited by the selected Operator the details of which will have to be provided to DoHFW	

Note:

Doctors (MBBS) recruited for the ERC operations should preferably have experience in emergency management to enable quality care as they will be in touch with the ambulance personnel over phone from the ERC

Staff Position	Level/	Minimum Qualification	Minimum Experience	Min. Training requirement	Job Description
Driver		Preferably Graduate Or Class X + 2	1 year driving license	Basic First Aid Techniques	Driving the vehicle and providing assistance to the trained medical personnel at the site of emergency. Communicate with the ERC as and when necessary
Trained medical personnel		Science Graduate or GNM, ANM or		Basic Life Support	Assess patients through triage and provide necessary

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	any other course for paramedics recognized by Emergency Medical Service Council (EMSC) or in the absence of such courses recognized by EMSC, any courses approved by DoHFW, with minimum 50% marks			basic stabilization till the patient is being transported to the nearest appropriate healthcare facility Communicate condition of patient to the hospital while on way to the same with a patient Note and Maintain the patient call records and getting the same counter signed by the emergency department doctor or patient / patients kin as appropriate Other duties as assigned time to time
Ambulance Supervisors	Minimum Graduate		Basic Life Support	Ensure proper stocking and maintenance of ambulances and first responder vehicles Ensure duty allocation and attendance of all field personnel Cross check and maintain the patient call records Provide regular reports / updates on project to the zonal managers
Zonal Managers	Minimum Graduate		Basic Life Support	Ensure adherence to standard operating procedures
For Emergency Response Centre				
Junior Executive	Graduation in any stream with minimum 50% marks Computer literacy		Types of medical emergencies Communication skills (especially soft skills like how to respond to	Attend the telephone calls Assess the requirement as per protocols laid and inform the dispatch

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			stressed people)	executive of the type of emergency with its location
Dispatch Executive	Graduation in any stream with minimum 50% marks Computer literacy		Types of emergencies	Identify the ambulance nearest to the site of emergency and dispatch the same as per protocols laid down Maintain follow-up with the ambulance personnel during the movement of ambulances and first responders Inform the nearest appropriate hospital based on feedback from the trained medical personnel
Doctor	MBBS	with a minimum of 1 year experience of working in casualty emergency or ICU	Basic Advanced and life support	Provide guidance to the ALS and BLS ambulances and first responder personnel as well the callers with medical emergencies

Training course guidelines shall be developed by the Operator for the following personnel

1. Driver
2. Trained medical personnel
3. Ambulance Supervisors
4. Zonal Managers
5. Junior Executive
6. Dispatch Executive
7. Doctors and Nurses




EMS Council will review the training guidelines based on requirements and Operator is obliged to consider recommendations made and suitably modify the training program.

Minimum Training Requirements of Human Resource

Ambulance Personnel

The human resource deployed in the ambulances will be in direct contact with the patient and will be providing necessary basic stabilization and or first aid to the patients as and where necessary. Advanced life support if required will be provided only by the doctors present in the ALS ambulances. It is therefore

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necessary to train the ambulance personnel, doctors as well as nurses on Basic and Advanced Life Support procedures and techniques.

The Operator should develop the curriculum for an introductory course for the trained medical personnel, doctors and nurses to be associated with the ambulance services on basic life support and first aid which can be of 5 to 6 weeks duration. During this training, the trained medical personnel can be trained on:

- Basic dos and don'ts in emergency patient management (including medico legal cases)
- Triage and classification of type of emergency for further communication with the hospitals and ERC (in the event of a requirement of further backup)
- Identification of life threatening signs and symptoms so that on spot decision can be taken regarding the level of emergency care required and therefore facilitate transportation to an appropriate facility
- Basic first aid (e.g. wound dressing, pressure bandage, burns management, manual suction procedures, oxygen application etc.)
- Patient extraction and pick-up techniques
- Patient immobilization techniques
- Acclimatization with equipment usage protocols both in the ambulance and the emergency room of a hospital
- Cardio Pulmonary Resuscitation Techniques and use of automated defibrillator
- Soft skills in patient management, patient's kin management and emergency site management
- Training session on driving skills (as the person concerned will be driving an ambulance which is a larger vehicle having certain traffic rules exemptions while carrying a patient)
- Familiarization with the major roads and landmarks across Delhi

The Operator should also develop the curriculum for an advanced course for the trained medical personnel, Doctors and Nurses on Basic as well as advanced life support which is of a longer duration and on-going in nature. During this advanced training, the human resource can be trained on:

- Basic management techniques for life threatening signs and symptoms (for all personnel)
- Advanced life support techniques and procedures like defibrillation, intubation, use of IV lines, Injection procedures etc. (for doctors and nurses primarily and later for trained medical personnel after their role is recognised under a legislation)

In both cases, it is mandatory for the personnel being trained to be exposed to both the ambulances and emergency departments of hospitals where they will be taking the patients. This will facilitate seamless transfer of patients from ambulatory care to definitive care. The final decision on course content will however rests with the Emergency Medical Council.

Emergency Response Centre (ERC) Personnel

The first point of contact for the caller for an ambulance is the Junior Executives at the ERC who receive the calls. During this brief interaction, key information is gathered regarding location/address of Patient, nature of distress etc. based on which an ambulance is dispatched. This cadre 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 dispatch executives working in the ERC also will have to be familiarised with the equipment (GPS/GIS systems) they work with, communication protocol and techniques with respect to the ambulance personnel etc. The Junior Executive's and Ambulance Dispatch Executive's Training Curriculum will also include a module on the various types and extent of

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emergencies that may occur. This will facilitate better communications with the ambulance personnel. Thus, the selected Operator needs to lay down protocols for training of ERC 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.

Apart from the Junior Executives and Ambulance Dispatch executives, the administrative cadre from CATS being deployed in the ERC shall be trained by the Operator on back office operations like working on the software being used in the ERC and taking regular scheduled back-up of data everyday.

The training curricula for the personnel at various levels of the operation will be prepared by the Operator.

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Schedule VI

User Charges

1. User Charges by Ambulances

1.1 For the services rendered under this agreement the following terms ("User Charge") will be applicable and abided by the Service Provider:

- i. Exempt Category Users as defined in Clause 11.1 of the Draft Concession Agreement, who will be exempt from User Charges. The Exempt Category Users will not make any payment to the Operator (including for transport charges, drugs and consumables, taxes etc.). The Operator shall be bound to provide the Exempt Category Users free ambulance services.
- ii. The trained medical personnel on the ambulance will decide on the seriousness of the emergency and need to transport the patient based on Triage performed on the patient.
- iii. For paid category cases, the trained medical personnel on the ambulance shall collect applicable user charges from the patient in case of transportation to the hospital. No service charges shall be collected for cases where patient transfer did not occur.
- iv. For patients falling outside the categories referred to Clause 1.1 (i) above, the Operator shall be allowed to charge as per the schedule given hereunder (these are the upper ceiling charges that can be levied inclusive of transportation, drugs, consumables, taxes etc):

- a. Up to the first 15 kilometres travelled: (from picking up the Patient to the nearest appropriate healthcare facility)
Rs. 1200.00 (Rs. Twelve Hundred Only) for ALS ambulances
Rs. 600.00 (Rs. Six Hundred Only) for BLS ambulances
- b. Thereafter for each extra kilometre travelled:
Rs. 60.00 (Rs. Sixty only) for ALS ambulances
Rs. 30.00 (Rs. Thirty only) for BLS ambulances
- c. Waiting charges for Ambulances:
Rs. 500.00 per hour for ALS ambulances
Rs. 100.00 per hour for BLS ambulances

2. Waiting charges in respect of Deployment by DOHFW

- a. In exercise of its rights under Clause 7.1 b (s) and Clause 7.1 b (t), in case of events where DoHFW is deploying the Operator's ambulances to cover certain events, payments will be made to the Operator at the rate of Rs. 100.00 (Rs. One Hundred only) per hour for BLS ambulances and Rs. 500 per hour for ALS ambulances (barring cases where CATS ambulances are used). There would be no extra charge for patient transportation in case the ambulances are required for such occasions.

Agreement

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Operator's Authorised Signatory

DOHFW's Authorised Officer

Waiting Charges for Ambulances

Instances wherein waiting charges will not be applicable

None of the Exempt category Users will be levied waiting charges by the ambulance operator
General calls for an ambulance at Government buildings in the event of an emergency (e.g. an ambulance called at the Secretariat, Parliament etc.)
In the event of managing patients in a situation of natural or man made disaster
Delays occurring enroute to a hospital on account of traffic congestion for paid category of Users

Instances wherein waiting charges will be applicable

All instances wherein an ambulance is called by a paid category user and is kept waiting beyond 30 mins.
In such cases the waiting will be calculated 30 minutes from the time of arrival at scene.

All instances wherein the ambulance is engaged for a pre-determined period (number of hours per day) by the Government to cover events of national / international importance in the State Capital

Note:

The waiting charge applicable will be calculated on the basis of the type of ambulance (ALS or BLS) requested for by the user.

In the event of a waiting charge being levied on the User, calculation of such waiting charge will start from the time the arrival on scene / arrival at place of request (such as residence, hospital, airport etc) to the time the ambulance departs for the destination (hospital or home) with the patient, as the case may be

3. Miscellaneous

The Operator shall issue receipts to Users for receipt of User Charges as per the directions issued by the DoHFW and shall maintain receipts and records of transactions along with the relevant evidence supporting the Exempt User Category.

4 First responder services will not be charged



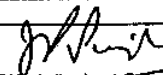
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Schedule VII

Project Milestones

Sl. No	Milestone	Days	Procurement of equipped ambulances*	Procurement for ERC	Recruitment and Training of Manpower
1.	Phase 1	90 days from the Appointed Date	25% of the ambulances to be procured and registered	Procurement & installation	25% of the manpower recruited towards operations of the ambulances
2.	Phase 2	180 days from the Appointed Date	50% of the ambulances to be procured, registered and commissioned	Testing of ERC & Full Commissioning of ERC	50% of the manpower recruited and trained towards operations of the ambulances and 100% manpower required towards commissioning of ERC.
3.	Phase 3	270 days from the Appointed Date	75% ambulances procured, registered and commissioned by end of Phase 3	Operations	75% of the manpower recruited and trained towards operations of the ambulances
4.	Phase 4	365 days from the Appointed Date	100% of the ambulances to be procured, registered and commissioned + 20 First responders procured, registered and commissioned	Operations	100% of the manpower recruited and trained towards operations of the ambulances and First Responders

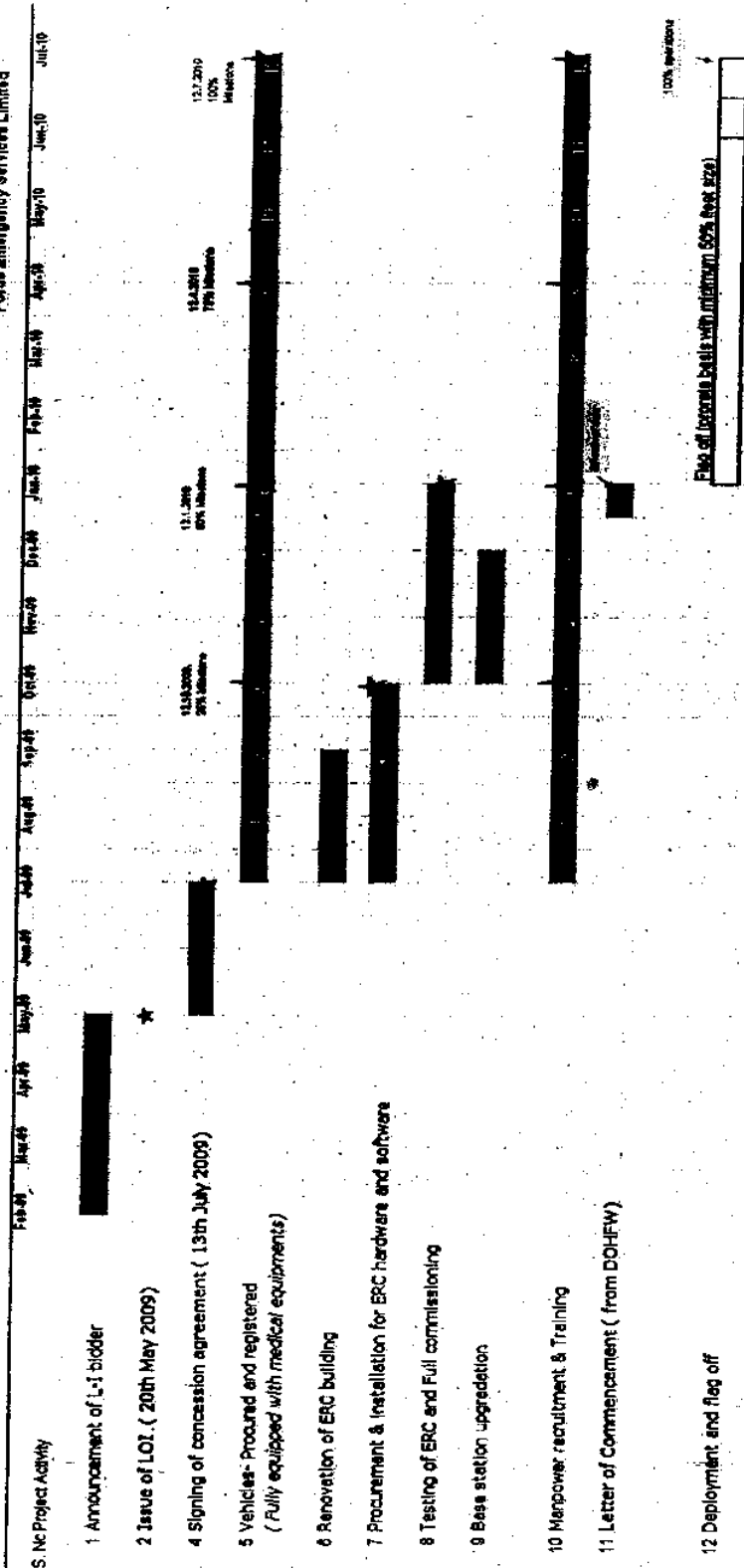
"End Date" means the date that falls on the last day of the time period specified in the third column titled "Days" in this Schedule VII.

Agreement  Successful Bidder's Authorised Signatory	 Operator's Authorised Signatory	 DOHFW's Authorised Officer
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MASTER SCHEDULE PROJECT IMPLEMENTATION



Forde Emergency Services Limited



Key Contractual Mistakes

Issuance of LOI by DOE/FW	20th May 2008
Signing of concession agreement	13th July 2008
First Milestone (25%)	12th Oct 2009
Second Milestone (50%)	12th Jan 2010
Third Milestone (75%)	12th Apr 2010
Final Milestone (100%)	12th Jul 2010

1

Procurement Schedule for ambulances is detailed below (Indicative phase-wise deployment):

Procurement Schedule for Ambulances

The phasing of the ambulance procurement and deployment is proposed to be as follows:

Zone Nr.	District / Zone	Phase 1 - ALS	Phase 1 - BLS	Phase 2 - ALS	Phase 2 - BLS	Phase 3 - ALS	Phase 3 - BLS	Phase 4 - ALS	Phase 4 - BLS
1	North-west	0	8	0	7	0	6	1	6
2	South	0	6	0	6	0	7	1	3
3	West	0	6	0	7	0	6	1	1
4	North-east	0	4	0	4	0	4	1	4
5	South-west	0	4	0	4	0	4	1	5
6	East	0	3	0	3	0	3	1	5
7	North	0	2	0	2	0	3	1	1
8	Central & New Delhi	0	3	0	2	0	2	2	10

Note:

- The procurement schedule includes the 39 BLS ambulances for CATS the procurement in line with the terms and conditions of the Agreement
- The ALS ambulances which require human resource with and advanced level of training may be commissioned by Phase 4 of the project.
- The ambulances and first responders will have to conform to the minimum specifications set forth by DoHFW (refer to Schedule III) and or additional directives (if any) issued by DoHFW or Govt or Emergency Medical Council, from time to time.
- The ERC set up by the Operator will have to conform to the minimum specifications for the same as set forth by DoHFW. (Refer to Schedule IV).

<p>Agreement</p> <p>Successful Bidder's Authorised Signatory</p>	<p>Operator's Authorised Signatory</p>	<p>DOHFWs Authorised Officer</p>
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Schedule VIII

Performance Guarantee

(To be issued by a Scheduled Bank's Branch in Delhi)

THIS DEED OF GUARANTEE (of Rupees Sixty Lakhs) executed on this the _____ day of _____ at _____ by _____ (Name of the Bank) having its Head/Registered office at _____ hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns;

In favour of Lt. Governor of Delhi, acting through Principal Secretary, Department of Health and Family Welfare, having its main office at _____, (hereinafter referred to as "DOHFW", which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns.

- A. By the Agreement dated _____ ("the Agreement") entered into between DOHFW and M/s. _____ a company incorporated under the Companies Act, 1956 having its registered office at _____, hereinafter called "the Company", the Company has been appointed as the operator to procure Ambulances and First Responders and to, operate, maintain and manage the Emergency Medical Response Ambulance Service in accordance with the terms and conditions of the Agreement.
- B. In terms of Clause 13 of the Agreement, the Company is required to furnish to DOHFW, an unconditional and irrevocable bank guarantee for an amount of Rs. _____ (Rupees _____ only) as security for due and punctual performance/discharge of its obligation under the Agreement during the Term and extending for twelve month after the Term, ("Performance Guarantee" or "Guarantee"), substantially in the format annexed as Schedule 'VIII' to the Agreement.
- C. At the request of the Company, the Guarantor has agreed to provide the Guarantee, being these presents guaranteeing the due and punctual performance/discharge by the Company of its obligations under the Agreement during the Operations Period.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:



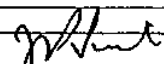
- (1) The capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement.
- (2) The Guarantor hereby guarantees the due and punctual performance by the Company of all its obligations under the Agreement during the Operations Period and until Transfer date including payment of liquidated damages by the Operator during such period and accepts that the decision of the DOHFW in this behalf shall be final, conclusive and binding on the Guarantor.

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

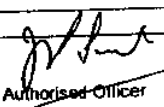
- (3) The Guarantor shall, without any protest or demur and merely on a demand by DOHFW, pay to DOHFW sums not exceeding in aggregate Rs. (Rupees only), within five (5) days of receipt of a written demand therefore from DOHFW stating that the Company has failed to meet its performance obligations under the Agreement during the Term. The Guarantor shall have no obligation to go into the veracity of any demand made by DOHFW and shall pay the amounts specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Company or any other Person.
- (4) In order to give effect to this Guarantee, DOHFW shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non exercise/ delayed exercise of any of its rights by DOHFW or any indulgence shown by DOHFW to the Operator and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non exercise, delayed exercise of any of its rights by DOHFW or any dispute between the Company and DOHFW or any indulgence shown by DOHFW provided nothing contained herein shall enlarge the Guarantor's obligation hereunder. It shall not be necessary for the DOHFW to proceed against the said Company before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the DOHFW may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
- (5) This Guarantee shall be absolute, unconditional and irrevocable and shall remain in full force and effect until discharged by the Guarantor of all its obligations hereunder.
- (6) This Guarantee shall not be affected by any change in the constitution or winding up of the Company/the Guarantor or any absorption, merger or amalgamation of the Company/the Guarantor with any other Person.
- (7) The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.
- (8) The jurisdiction in relation to this Guarantee shall be the Courts at New Delhi and Indian law shall be applicable.
- (9) This Guarantee shall be released or discharged only by an express release letter issued by DOHFW.
- (10) The Guarantor hereby agrees that without the concurrence of the Guarantor, the Parties to the Agreement shall be at liberty to vary, alter or modify the terms and conditions of the

Agreement			
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Agreement and further agrees that its liability under this Guarantee shall in no manner be affected by such variation etc.

- (11) The Guarantor agrees that time is the essence of this Guarantee.
- (12) To give effect to this Guarantee, DOHFW may act as though the Guarantor were the principal debtor to DOHFW. DOHFW shall be entitled to proceed to institute proceedings against the Guarantor notwithstanding that no legal proceedings or recovery action is commenced simultaneously or even during the course of recovery proceedings against the Operator. The postponement of action against the Operator shall be a matter of the sole discretion of DOHFW and the Guarantor expressly agrees to such course of action and waives any objection thereto. The Guarantor accepts that the present guarantee is the prime security to DOHFW and the realizations from the Operator's assets can be postponed by DOHFW till after the recovery of the amounts claimed or demanded from the Guarantor.
- (13) A certificate in writing signed by a duly authorised official of DOHFW shall be conclusive evidence against the Guarantor of the amount for the time being due to DOHFW from the Operator in any action or proceeding brought on this Guarantee against the Guarantor.
- (14) This Guarantee shall not be wholly or partially satisfied or exhausted by any payments made to or settled with DOHFW by the Operator and shall be valid and binding on the Guarantor and operative until repayment in full of all moneys due to DOHFW under the EMR Services Agreement during the Term.
- (15) The Guarantor represents and warrants that it has the full authority to make and execute this Guarantee. The Guarantor further represents that all regulatory approvals, permits and authorizations as are necessary for the issuance of this Guarantee have been received and are in full force and effect.
- (16) The Guarantor represents that there is no litigation or arbitration or other proceedings pending against the Guarantor, which could reasonably be expected to have a material adverse effect or change in the Guarantor's ability to perform its obligations under this Guarantee.
- (17) Any demand for payment or notice under this Guarantee shall be deemed to be sufficiently given if sent by post to or left at the last known address of the Guarantor or its successors or assigns, as the case may be. Without prejudice to the generality of the foregoing, We undertake to make the payment on receipt of your notice of claim submitted to us either in person or through a courier, and addressed to [Name of Bank along with branch address]

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

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Agreement 		
Successful Bidder's Authorised Signatory	Operator's Authorised Signatory	DOHFW's Authorised Officer

Expansion of Pre-hospital Emergency Medical Response (Ambulance) Services

Signed and delivered by the
above named _____ Bank by
its Authorised Signatory as authorised by
Resolution/Regulation/Decision of its
Regional Board/Central Board in accordance
with the decision/resolution passed on _____

Authorised Signatory

In the presence of:

- 1.
- 2.

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Signatory

Operator's Authorised Signatory

DOHFW's Authorised Officer

Schedule IX

Penalties

1.1 DELAY IN PROJECT COMMENCEMENT

For each day's delay in project commencement beyond the Scheduled Commencement Date up to a total of 89 days, a penalty of Rs. 25,000.00 per day delay will be applicable.

In case of delay in project commencement beyond a period of 90 days and above, this Agreement will be terminated as provided in the Draft Concession Agreement

1.2 OPERATION RELATED PENALTIES

1.2.1 The Operator would be penalised as follows on any of the following event of occurrence:

S.No	Event	Penalties
1.	For each instance of Non Response Default by an Operator Ambulance	An amount equal to ten times the prevailing User Charges for a BLS ambulance, will be levied as a fine for each instance of Non-Response Default
2.	For each instance of Non-Transfer Default by an Operator Ambulance	An amount equal to ten times the prevailing User Charges for a BLS ambulance, will be levied as a fine for each instance of Non-Transfer Default.
3	Failure of Operator Ambulances to meet Response Time standard (as specified in Schedule II) to reach the patient from the time the call is received	<p>The total percentage drop in meeting the Response Time from the prescribed Response Time Standard (in Schedule II) will be converted into number of calls based on the total number of calls received from Users for the relevant month (the number of calls so determined shall referred to as "Default Calls"). The prevailing User Charge for a BLS ambulance will be levied as a fine for each Default Call.</p> <p>It is clarified that the number of calls responded to by CATS Ambulances shall not be taken into account in determining the total number of calls in a month while determining Default Calls.</p>

Expansion of Pre-hospital Emergency Medical Response (Ambulance) Services

4	Ambulance fails to meet Patient Transport Time standards (as specified in Schedule II) of taking patient to the nearest Appropriate Hospital within 20 minutes of leaving the site with in 80% of cases.	The total percentage drop in meeting the transport Time from the prescribed PTTS will be converted into number of calls based on the total number of calls received from Users for the relevant month (the number of calls so determined shall referred to as "Default Calls"), The prevailing User Charges for a BLS Ambulance, will be levied as a fine for each Default Call
5	If the Operator fails to replace any ambulance personnel, who resigns with a person with requisite training within one month	Rs. 25,000
6	If any of the Operator Ambulances (102 BLS and 9 ALS Ambulances) are not operational for reasons such as lack of maintenance, lack of drivers, lack of personnel, lack of spares, lack of fuel etc.	Rs 1,000 per day per ambulance for each of the Operator Ambulances that are not operational.
7	If, during ongoing supervision and monitoring, even a single item of medicine/supplies is found to be unavailable / is of beyond expiry date in the ambulances or is so reported by any user / Patient	Rs. 5000 for each default
8	Fall in percentage of Exempted Category Users below 45% of the total calls received by the Emergency Response Centre in a month.	As a first step the total percentage drop in Exempted Category will be converted into number of calls based on the total number of calls received from Users for the relevant month (the number of calls so determined shall referred to as "Penalty Calls"), thereafter an amount equal to twice the prevailing user charge for BLS Ambulance shall be levied as a fine on the Operator for each Penalty Call.

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1.2.2 Calculation of Time Period for which a Fine is levied.

The Penalties specified in Clause 1.2.1 above, will be assessed for failure to meet the Response Time Standards or the Patient Transport Time standards during each period for which the Monthly Annuity is being paid to the Operator under Clause 12 of this Agreement. Any penalties that are levied can be adjusted, without prejudice to other rights of the DoHFW, from the Monthly Annuity payable to the Operator for such period.

2. Imposition of Penalty Provision:

Imposition of the penalties pursuant to this Schedule IX will be effective only from the Scheduled Commencement Date and will be undertaken subject to the provisions of Clause 18.1 of the Agreement.

3. Penalty Disputes

Operator may appeal to DoHFW, in writing within ten (10) working days of receipt of notification, for the imposition of any penalty or regarding DoHFW's penalty calculations. Principal Secretary decision on the matter shall be final and binding on the Operator.

4. Recovery of Penalties

Any penalty payable under this Agreement shall be recovered through deductions from Monthly Annuity payable by DOHFW. In the event the penalties exceed Monthly Annuity Payable the same shall be recovered by DoHFW from the encashment of the Performance Guarantee.

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Agreement	NP.	NP.	55	DOHFW's Authorised Officer
Successful Bidder's Authorised Signatory		Operator's Authorised Signatory		

Schedule X

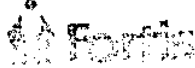
Fixed and Monthly Annuity Payments

It is clarified that the first Monthly Annuity specified below will be paid from the date of Letter of Commencement and shall be pro rated for the remaining month from the date of issuance of the Letter of Commencement.

Final Bid Enclosed

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Expansion of Pre-hospital Emergency Medical Response (Ambulance) Services



**ESCORTS HEALTH INSTITUTE
AND RESEARCH CENTRE LTD.**
12, 13 & 14, Sector 15, Gurgaon

North Healthcare Limited
Escorts Health Institute and Research Centre
GHS Road, New Gurgaon - 122 002 India
Tel : +91 11 2682 5000
Fax : +91 11 4162 0015
E-mail: contact@northhealthcare.com
Website: www.northhealthcare.com

APPENDIX 5 B

Financial Bid

24.11.2008

The Principal Secretary (Health)
Health and Family Welfare Department
Government of NCT of Delhi
9th level, Delhi Sachivalaya
I.P. Estate, New Delhi-110002

Re: Expansion of Pre-hospital Emergency Medical Response (Ambulance) Services in NCT of Delhi

Having gone through this RFP document and the draft Concession Agreement and having fully understood the scope of work for the Project as set out in this RFP, we are pleased to inform that we would charge the following from the Department of Health and Family Welfare, Government of NCT of Delhi for carrying out the activities envisaged in this RFP document and draft Concession Agreement:

A. Fixed Payment - Rs 25 Crores (Not to exceed Rs 25 Crores)

[Payment Terms: To be paid in four quarterly instalments by the DGHFW, GNCTD in first year of Operations, linked to Milestones]

B. Monthly Annuity of Rs 123 Lakhs per month for the concession period from the date of issue of the letter of commencement by DGHFW and as per terms of the draft Concession Agreement.

[Payment Terms:

1. For the first year of operations Monthly Annuity shall be payable only from the date of issue of the letter of commencement by DGHFW.
2. Thereafter it shall be paid every month as specified in the Concession Agreement.
3. The Monthly Annuity shall be performance based and shall be based on the achievement of specified performance parameters as provided in the draft Concession Agreement.

We understand that the evaluation shall be done as provided in clause 2.5 of the RFP document.

We have reviewed all the terms and conditions of the RFP and undertake to abide by all the terms and conditions contained therein. We hereby declare that there are, and shall be no deviations from the stated terms in the RFP document.

Yours faithfully,
North Healthcare Limited

Dr. Narottam Puri
President - Medical Strategy & Quality

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DOHFWs Authorised Officer

Expansion of Pre-hospital Emergency Medical Response (Ambulance) Services

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Schedule XI

Business Plan Submitted by the Operator

Enclosure

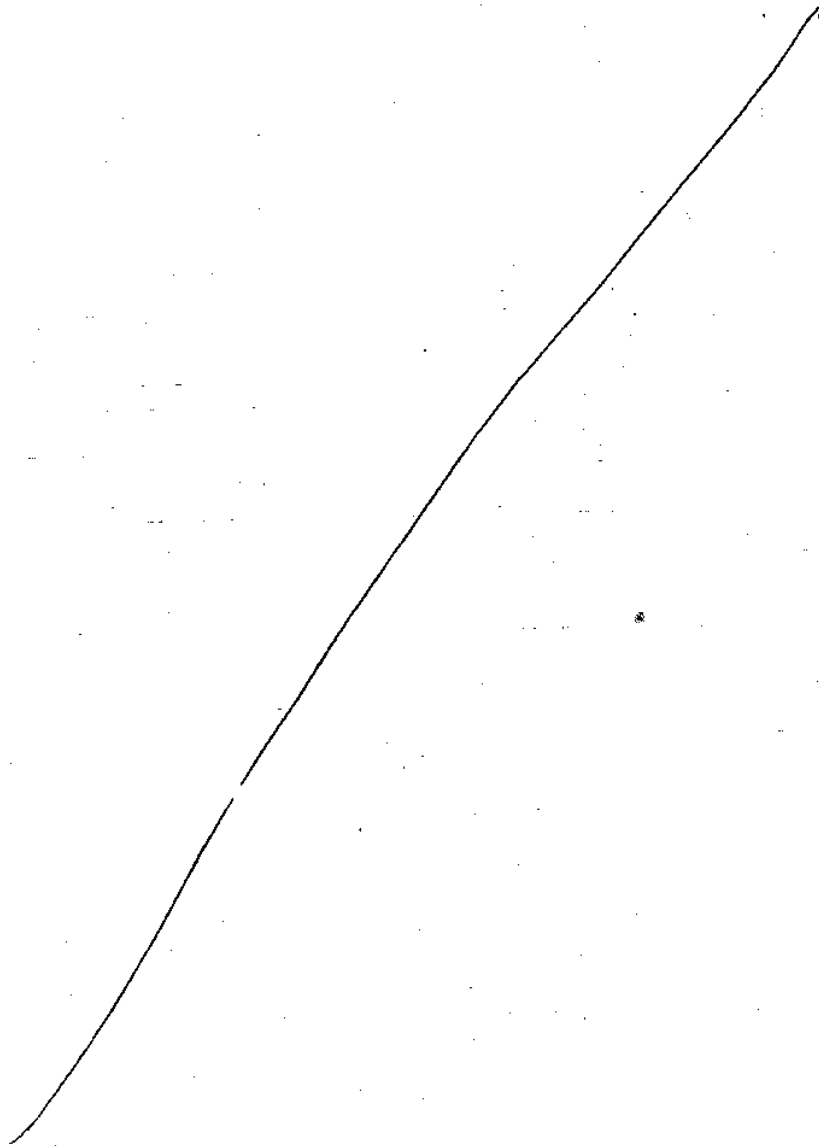
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Schedule XII

Not Used



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Signatory

AR
Operator's Authorised Signatory

[Signature]
DOHFWs Authorised Off. 51

Schedule XIII

Reporting Requirements and Formats

A. Following are the minimum reporting requirements and objectives:

1. **Data and Reporting Requirements:** Operator shall provide detailed operations, clinical and administrative data in a manner that facilitates its retrospective analysis. Back-up data will have to be maintained by the operator for daily and weekly progressive performance.
2. **Dispatch computer:** The dispatch computer utilized by Operator shall include security features preventing unauthorized access or retrospective adjustment, and full audit trail documentation.
3. **Records:** Operator shall complete, maintain and provide to DoHFW if requested, adequate records and documentation to demonstrate its performance compliance and to aid DoHFW in improving, modifying, and monitoring the Emergency Medical Response system as a whole.
4. **Patient Care Report (PCR):** The Operator should maintain the patient care reporting system, approved by DoHFW for patient documentation that would include patient contacts (if possible), cancelled calls, and non transports
5. **Patient Care Report Data Submission Required:** Within forty eight (48) hours of each ambulance response, Operator shall provide DoHFW its Patient Care Report (PCR) in computer readable format approved by DoHFW.
 - o PCR's provided to DoHFW shall contain all information documented on operator's original PCR and shall be submitted for all emergency responses including patient contacts, cancelled calls, non-transports, and,
 - o Data points collected must include all items identified by DoHFW
6. **Reports Required:** Operator shall provide, within five (5) days after the first of each calendar month, reports dealing with its performance during the preceding month as it relates to the operational and financial performance stipulated herein. Operator shall document and report to DoHFW in writing and in a format required by the DoHFW. Response time compliance and customer complaints with resolutions shall be reported monthly. Reports shall include, at a minimum:

6.1 Operational:

- i. Summary of service inquiries and resolutions,
- ii. Summary of interrupted calls due to vehicle/equipment failures, and
- iii. A list of all patient transfers, by hospital, by location, by type of emergency, including all times necessary to calculate each and every response time, on-scene time, and patient transfer time,
- iv. Details of each call where a BLS ambulance was dispatched when an ALS ambulance should have responded according to the laid down dispatch standards,
- v. Details of each call where there was a failure to properly record all times necessary to determine the response time and or transport to hospital time.
- vi. Details of non response and non transport

6.2 Response time compliance:

- i. Details of each emergency call dispatched, for which Operator did not meet the response time standard,
- ii. Details of responses cancelled en route, and
- iii. Details of exception requests and resolution

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Given in the next section are indicative reports and these are not an exhaustive listing of reports required from operator. All reporting requirements in accordance with the draft Concession Agreement shall be finalized with the Successful Bidder at the time of finalization and approval of the SOP

Reporting Frequency:



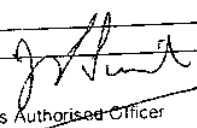
Reporting requirements of information collected on the operations to the department will be as follows:

- o A daily and weekly progressive data shall be provided by the Operator to the DoHFW on any of the suitable backup media
- o Consolidated report on the activities for any given month will be submitted to the DoHFW within the first 5 working days of the corresponding month

Data Backup:

The Operator will maintain a daily backup of all data / information collected on the project activities

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			DOHFWs Authorised Officer

Report Formats:

MONTHLY REPORT FOR EMS SERVICE PROVIDER

Total Number of Calls	Current Month	Last Month	Year Till Date
Total Calls received			
i) Ambulance Related Calls			
ii) Non related Calls			
No response			
Nuisance			
Silent			
Others			

Source of Calls	Police	Fire Dept.	Direct
Total Calls received			
i) Ambulance Related Calls			
ii) Non related Calls			

Break-up of Calls	Current Month	Last Month	Year Till Date
i) Ambulance Related Calls			
a. Emergency Calls			
a.1. Ambulance Dispatch			
a.2. Hoax Calls			
a.3. No Dispatch			
a.3.1 Ambulance Busy			
a.3.2 Ambulance on Repair			
a.3.3 Alternate Ambulance Dispatched			
a.3.4 Others			
b. Non Emergency Transport Calls			
b.1 Home / location to Hospital			
b.2 Hospital to Home			
b.3 Others			
c. Inter facility Transfer Calls			
c.1 Private Hospital to Government Hospital			
c.2 Government Hospital to Private Hospital			
Govt. to Govt.			
Private to Private			

Analysis of Types of Calls Received for The Month – Types of Emergencies		
	Total for the Month	Year Till Date
Cardiac (heart attacks)		
Chest Pain		
Road Trauma		
Domestic Trauma		
Obs & Gyn Emergencies		
Burns		
Poisoning		
Assault		
Animal Bites		
Behavioral/mental disorders		
Disaster / Natural Calamity		
Mass Casualty		
Analysis of Calls Received for The Month – Based on Location of Call		
	Total for the Month	Year Till Date
Zone 1		
Zone 2		
Zone 3		
Zone 4		
Zone 5		
Zone 6		
Zone 7		
Zone 8		
Call received from Slums		
Calls received from JJ clusters		
Calls from JSW and Mamta schemes		
Calls from BPL card holders		

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Agreement Successful Bidder's Authorised Signatory	Operator's Authorised Signatory	DOHFW's Authorised Officer
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REPORTING OF EXCEPTIONS FOR DELAY IN RESPONSE TIME

A. Application for Exception.

It is Operator's responsibility to apply to DOHFW for an exception to a required response time.

B. Exception Request Procedure.

For each response time exemption request, Operator shall submit detailed documentation to DOHFW (or DOHFW Representative) in writing within ten (10) business days following the incident. DOHFW shall notify Operator of granting or denial of said exception request within ten (10) business days of receipt of request.

Equipment failure, traffic congestion not caused by the incident, ambulance failure, Operator dispatcher error, or other causes deemed to be within Operator's control or awareness shall not be ground to grant an exception to compliance with the Response Time Standard.

Documentation of Response Times.

Operator shall document all times necessary to determine total ambulance response time, including but not limited to time call received by Operator; 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. All times shall be recorded on a Patient Care Report Form (PCR) and automatically documented in Operator's computer aided dispatch system.

Response Time Performance Report.

Within five (5) working days following the end of each month, Operator shall document and report response time performance to DOHFW

1. Operator shall use response Time data in an on-going manner to evaluate Operator's performance and compliance with response time standards in an effort to continually improve its response time performance levels.

2. Operator 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 operator will modify the SOP and get it approved from DOHFW in accordance with Clause 3.2 of Schedule II of the Draft Concession Agreement.