

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687763839332  
अनुबंध तिथि | Contract Generated Date : 02-Feb-2024  
बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4440408](#)

<b>संगठन विवरण   Organisation Details</b> प्ररूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Coal विभाग   Department : EASTERN COALFIELDS Limited संगठन का नाम   Organisation Name : EASTERN COALFIELDS Limited कार्यालय क्षेत्र   Office Zone: West Bengal		<b>खरीदार विवरण   Buyer Details</b> पद   Designation : AM EM संपर्क नंबर   Contact No. : 0341-2523580- ईमेल आईडी   Email ID : bishwajeet.deka@nic.in जीएसटीआईएन   GSTIN : - पता   Address : Office of Agent Ratibati Workshop ECL, PO Kalipahari, Pachim Bardhaman, BARDHAMAN, WEST BENGAL-713339, India	
<b>वित्तीय स्वीकृति विवरण   Financial Approval Detail</b> आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval: Sr. Manager (E&M) वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval: Asst. Manager (F)		<b>भुगतान प्राधिकरण विवरण   Paying Authority Details</b> Role: PAO भुगतान का तरीका   Payment Mode: Offline पद   Designation : AM Finance ईमेल आईडी   Email ID : biswajit.das44@coalindia.in जीएसटीआईएन   GSTIN : 19AAACE7590E1ZI पता   Address: Office of Agent Ratibati Workshop ECL, PO Kalipahari, Pachim Bardhaman, BARDHAMAN, WEST BENGAL-713339, India भुगतान समयसीमा   Payment Timelines: Payments shall be made to the seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10-days time as provided in clause 12 of GeM GTC)	
<b>प्रेषिती विवरण   Consignee Details</b>			
क्र.सं.   S.No	प्रेषिती नाम & पता   Consignee Name & Address		सेवा विवरण   Service Description
1	संपर्क   Contact : 0341-2455418- ईमेल आईडी   Email ID : narendra.k4635@coalindia.in जीएसटीआईएन   GSTIN : - पता   Address : Poniati Workshop , Jamuria Hatt Dist: Pachim Bardhaman, BARDHAMAN, WEST BENGAL-713336, India		Monthly Ambulance Service (All Inclusive) - Type B Patient Transport Vehicle; Single Stretcher Regular Van; No preference; As per requirement
<b>सेवा प्रदाता विवरण   Service Provider Details</b> जेम विक्रेता आईडी   GeM Seller ID : GH8T230009785070 कंपनी का नाम   Company Name : M/S SOUMEN PAUL संपर्क नंबर   Contact No. : 09614249918 ईमेल आईडी   Email ID : soumen5760@gmail.com पता   Address : NISCHINTA, SRIPUR, SRIPUR, ASANSOL, Bardhaman, WEST BENGAL-713373, - एमएसएमई सत्यापित   MSME verified : No एमएसएमई पंजीकरण संख्या   MSME Registration number : - जीएसटीआईएन   GSTIN: NA			
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा   GST / Tax invoice to be raised in the name of - Consignee			
<b>सेवा विवरण   Service Details</b>			
सेवा प्रारंभ दिनांक (नवीनतम)   Service Start Date (latest by): 03-Feb-2024		सेवा समाप्ति तिथि   Service End Date : 03-Feb-2027	
श्रेणी नाम   Category Name : Monthly Ambulance Service (All Inclusive)			
बिलिंग चक्र   Billing Cycle: monthly			
विवरण   Description		Number of Ambulances	Per month Ambulance hiring cost
Ambulance Model	Single Stretcher Regular Van	1	21870
District	NA		
Km travelled	Up to 50,000 KM		
Fuel Type	Diesel		
Model Variants	No preference		
Duty days in a month	All days including holidays		
Ambulance Type	Type B Patient Transport Vehicle		
Zipcode	NA		
Usage Variant per month	As per requirement		
Year of Vehicle Model	NOT MORE THAN 3 YEARS OLD AS ON DATE OF OPENING OF BID		
Air Conditioning Requirement	AC		
Duration in months	36		
कुल राशि (सूत्र)   Total Amount (Formula) : (Number of Ambulances*Duration in months*Per month Ambulance hiring cost)			
ऐडऑन के बिना कुल मूल्य   Total Value without Addons(INR)			787320
कुल ऐडऑन मूल्य   Total Addon Value(INR)			0

ऐडऑन सहित कुल मूल्य   Total Value Including Addons(INR)		787320
अनुबंध की राशि  Amount of Contract		
सभी शुल्क और करों सहित कुल अनुबंध मूल्य   Total Contract Value Including All Duties and Taxes(INR)		787320
एसएलए विवरण   SLA Details		
SERVICES STC SPECIAL TERMS AND CONDITIONS		
1 FOR MONTHLY BASIS AMBULANCE SERVICES		
Agreement Overview		
<p>This Agreement represents a Special Terms and Conditions (STC) and Service Level Agreement (SLA) between the Buyer and Ambulance Service provider. The purpose of this agreement is to facilitate implementation of Ambulance Hiring Service from the Buyer's premises or any other premises designated by buyer. This Agreement outlines the scope of work, buyer's obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.</p> <p>The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:</p> <ol style="list-style-type: none"><li>General terms and conditions for Services;</li><li>Service Specific STC of the Services contracts shall include the service level agreement (SLA) for the service;</li><li>BID / Reverse Auction specific ATC.</li></ol> <p>The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.</p>		
2 Objectives and Goals		
<p>The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:</p> <ol style="list-style-type: none"><li>Provide clear reference to service ownership, accountability, roles and responsibilities of both parties</li><li>Present a clear, concise and measurable description of services offered to the buyer</li></ol> <ul style="list-style-type: none"><li>Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified</li></ul> <ol style="list-style-type: none"><li>To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons</li></ol> <p>The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/modified on mutual consent of the stakeholders.</p>		
3 Parties to the Agreement		
<p>The main stakeholders associated with this agreement are below-</p> <ol style="list-style-type: none"><li><b>Buyer:</b> Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed</li><li><b>Service Provider:</b> Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement</li></ol> <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.</p>		
4 Scope of Services		
<p>(UNSPSC Code: 92101902 Ambulance Services)</p> <p>This service deals with hiring of road ambulances (including driver and fuel requirements) that run on either petrol or diesel, which are specially equipped and ergonomically designed for transportation / emergent treatment of sick or injured people and capable of providing out of hospital medical care during transit / when stationary, commensurate with its designated level of care when appropriately staffed. The minimum duration for procurement of this service is a month and can be procured for a defined but temporary tenure on a monthly basis. The ambulances provided should comply with the Automotive Industry Standards – 125 (Part 1 &amp; 2).</p> <p>For the purpose of this service, local travel would include areas covered within the city limits or up to 50 km of one-way travel, whichever is higher and outstation travel would include the areas covering outside the city limits or more than 50 kms of one-way travel, whichever is higher as per buyer requirements.</p> <p><u>Types of Road Ambulances</u></p> <p>The types of road ambulances as per the AIS-125 National Ambulance Code for Road Ambulances is as follows:</p> <ol style="list-style-type: none"><li><b>Type A - Medical First Responder:</b> This road ambulance includes CMVR approved and AIS-125 compliant Category M 4-wheeler vehicle or Category L 2 wheeler vehicles designed to provide emergent out of hospital medical care to patients when stationary but will not have the capability to transport patients in supine state or provide them medical care inside the vehicle.</li><li><b>Type B - Patient Transport Vehicle:</b> These include CMVR approved and AIS-125 compliant Category M 4-wheeler road ambulance designed and equipped for the transport patients who are not expected to become emergency patients.</li><li><b>Type C - Basic Life Support Ambulance:</b> This road ambulance includes CMVR approved and AIS-125 compliant Category M 4-wheeler vehicle, ergonomically designed, suitably equipped and appropriately staffed for the transport and treatment of patients requiring non-invasive airway management / basic monitoring.</li><li><b>Type D - Advanced Life Support Ambulance:</b> This road ambulance includes CMVR approved and AIS-125 compliant Category M 4-wheeler vehicle, ergonomically designed, suitably equipped and appropriately staffed for the transport and treatment of emergency patients requiring invasive airway management / intensive monitoring.</li></ol> <p>The list of equipment is placed at Annexure 1 and the List of Medicines is placed at Annexure 2.</p> <p>Buyers can choose from the following models for the aforementioned types of ambulances:</p> <ol style="list-style-type: none"><li><b>Motorbike Ambulance:</b> This model can only be used for Type A ambulance. For e.g. Hero Xtreme 200R, Spencer Motorbike Ambulance etc.</li><li><b>Single Stretcher Regular Van Ambulance:</b> This model can be used for Type B, C and D type ambulance. E.g. Maruti Suzuki Eeco Care</li><li><b>Single Stretcher Premium Van Ambulance:</b> This model can be used for Type B, C and D type ambulance. E.g. Tata Winger Ambulance 3200, Tata Winger Ambulance 3400, Force Traveler Ambulance, SML Isuzu Ambulance, Tata 407 Ambulance etc.</li><li><b>Multi-stretcher Van Ambulance:</b> This model can be used for Type B, C and D type ambulance. For e.g. Force Traveler Multi-Stretcher Ambulance etc.</li><li><b>MPV Ambulance:</b> This model can be used for Type B, C and D type ambulance. For e.g. Force Trax Ambulance, Mahindra Bolero Ambulance etc.</li></ol> <p>Buyers can choose from the monthly usage variants of 1500 km, 2000 km, 2500 km and 3000 Km on a 24 hours round the clock basis. The provider of such services shall quote a monthly ambulance hiring cost depending on the usage variants, type of ambulance, location, and other parameters selected by the buyer.</p> <p>While the usage variant defines the upper limit kms and hours perused for that vehicle, buyers have an option to provide add-ons to the usage variant up to 40% of the Kms and hours for travel. The providers of this service shall then quote the per km and per hour rate for additional kms and hours used. The buyer can also avail the requirement of paramedics or EMTs as well as consumables and medicines to be provided by the service providers for the ambulances.</p> <p>Buyers may choose from the following pricing model for the service:</p>		

- All-inclusive Rate for Vehicle, Driver & Fuel for the base package
- Rate quoted for Vehicle & Driver with fuel charges reimbursed based on average mileage quoted by service provider
- Rate quoted for Vehicle & Driver with fuel charges reimbursed based on average mileage quoted by buyer

## 4.1 Service Details and Standards

### Ambulance

1. All ambulances deployed should confirm to the specifications with all-requisite factory fitted accessories, tools, and accessories including spare wheels and the other equipment in compliance as per AIS-125 of the National Ambulance Code and as per the M.V.Act /Rules in force. The ambulance should preferably be of white color.
  2. All ambulances deployed shall have all the necessary permits/licenses/clearances such as, but not limited to fitness certificate, PUC, full comprehensive insurance (including third party, property and damage coverage), road permit, registration certificate, as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicles for this service.
- All air-conditioned ambulances provided shall have a working air conditioning system and shall be equipped with an emergency medical first aid kit and a fire extinguisher.
1. All ambulances should be in excellent working condition (both internally and externally) at all times and should be cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odor and any personal belongings of the driver.
  2. The ambulances should ensure a) minimum noise of engine and body while running b) tires with proper treads c) appropriately inflated stepney d) working headlights, tail lamps, indicators, speedometer, milometer etc. e) proper paint on the outside f) good condition of bumpers g) upholstery in good condition including washed and ironed white seat covers h) proper locking of all doors i) proper closing and opening of all windows.
  3. All ambulances deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
- The ambulances deployed shall be parked at the Buyer's premises and cannot be taken-out without written permission from the Buyer. 24-hour availability should be ensured. It has to be ensured by the persons available at the time that genuine medical emergency exists before deputing the ambulance.
  - For Type C and D ambulances, internal communication between driver and patient compartment should be facilitated. The ambulance provided may have a Mobile/ Portable Radio System to be installed by the Buyer and the Service provider shall have no objection to that.
1. The front and rear wind screens should have a sticker reading "AMBULANCE". The Ambulance shall display a mark "ON DUTY" on all ambulance at his cost for making the ambulance conspicuously distinguishable from a distance.

### Driver

1. The drivers of the ambulances must possess a valid driver license and must have a minimum 2 years of driving experience.
  2. The Drivers should have the basic knowledge on First Aid and ABC resuscitation in case of medical emergencies
- The drivers of the ambulance must have a working mobile number for easy contact by the passenger. It must also have an active internet connection at all times where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be reachable at all times during duty hours.
  - The drivers of the ambulance deployed should maintain polite & courteous behavior towards the buyer/ passenger. "Misbehavior" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract penalties as per provisions of the contract.
  - The Drivers and Medical Technicians shall remain available all the times as per Duty Roster and shall not leave place of Duty from assigned Ambulances without prior permission of Buyer.

### Paramedic

### Emergency Medical Technician - Basic

1. The EMT Basic should have minimum educational qualification of 12<sup>th</sup> pass and should have completed training of Emergency Medical Technician-Basic (HSS/Q 2301) or equivalent from one of the bodies accredited by Healthcare Skill Council.
- He/ she should have a minimum of one year experience as an EMT and should be capable to provide basic emergency medical support and care to individuals who are ill or injured and transport them to a medical facility within stipulated time limits.

### Emergency Medical Technician -Advanced

- The EMT Basic should have minimum educational qualification of 12<sup>th</sup> pass and should have completed training of Emergency Medical Technician-Advanced (HSS/Q2302) or equivalent from one of the bodies accredited by Healthcare Skill Council.
- He/ she should have a minimum of 4 years of experience as an EMT and should be capable to provide advanced emergency medical support and care to individuals who are ill or injured and transport them to a medical facility within stipulated time limits.
- He/ she should be able to undertake additional tasks, administer a greater range of medication and perform more procedures as well.

## 4.2 Defined Timelines

1. The Service Provider shall ensure that assigned ambulance along with driver and EMT (if demanded) report within 1 month of confirmation of order or as mutually agreed with the Buyer.
  2. Buyer shall notify service provider of any change in schedule of hired car(s). The notification shall be provided 24 hours prior to change.
- Delay in arrival beyond 30 minutes, shall attract penalties.

## 4.3 Service Assumptions

1. Acceptance of an Ambulance will be subject to the inspection of the ambulance documents and the documents of the driver and EMTs by an authorized officer. Such inspection(s) will be carried out initially before the first acceptance of the ambulance and at an appropriate periodical or by surprise checks at the discretion of the Buyer. The decision with regards to the acceptance or rejection of the ambulance/equipment, offered by Service Provider shall remain with the Buyer and its decision shall be final and binding.
  2. The Service Provider shall not sublet any part of the Contract. All ambulances are to be registered in the name of Service Provider.
- The ambulance, taken on hire with the approval of the Engineer-in-Charge(s) for regular duties under the contract shall not be changed/ replaced by the Contractor normally during currency of contract except for its being defective in which case another hired ambulance of equivalent or higher specifications/model shall be provided by the contractor. The replaced ambulance will be accepted only if it has all valid documents for which the decision of the Engineer-in-Charge or its Authorized Representative will be considered as final.
1. The time of service provided shall start from the point of pick up to the point of final drop off and the garage hours and km shall not be included.
  2. The Buyer shall be entitled to use the ambulance within the scope of service specified under this contract and at no time during or after the completion of the contract, will the ownership of hired ambulance be transferred to the Buyer.
  3. The ambulance deployed for duty shall at no point of time carry any person other than personnel authorized by the buyer.
- The drivers/ EMTs provided by the service provider shall not be deemed employees of the buyer hence the compliance of the applicable labour laws and acts, Transport Motor workers Act and other relevant laws will be the sole responsibility of the service provider.
  - Under no circumstances shall the Buyer be liable to compensate for any loss or damage that may be caused to the Ambulance(s) by accident or complications arising out of such contingencies like theft, fire, riots, strike and terrorism damage whether inside or outside buyer premises while engaged.
1. Buyer shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's ambulance.
  2. The buyer will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the ambulance or by the service provider.
  3. During the contract period, if the ambulance is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk.

## 4.4 Limitations of Service Delivery (if any)

1. Hiring for this service would mean hiring for monthly basis for both local and outstation travel. The service for the month will deemed to have completed once the buyer has utilized the usage variant selected with a variation of up to 40% of the selected km and hours.

# 5 Service Provider's Obligation

1. Service Provider shall ensure the level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.

2. Service Provider shall ensure that proper inspection of ambulance has been done before deploying it to the Buyer/ Consignee location as per the contract.
- The Service Provider shall ensure that all maintenance works related to the assigned ambulance will be carried out in off duty hours. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning and other vehicle systems shall be periodically checked and maintained by service provider to avoid any inconvenience to the buyer.
1. The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the drivers in compliance with the Motor Transport Workers Act.
2. The service provider must ensure that all necessary measures are taken by the driver to ensure passenger safety by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving ambulance without brakes/defective brakes. Driver(s) also to ensure that no inflammable substances of any nature, form etc. should be carried by ambulance at the installations, camp stations, stores, yards, etc. while on duty.
- The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the ambulance provided to the buyer.
  - In an event that, for any reason, the drivers provided change their contact number during the tenure of the contract then service provider will immediately notify the buyer of the above change.
1. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961, CMVR Act/ Rules, AIS-125 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules shall rest with the service provider only and the buyer will not be liable in any manner.
2. The Service Provider shall not deploy or shall discontinue deploying the person(s), if desired by the Buyer and must ensure prompt replacement of the personnel without any additional cost to the Buyer. Person once removed from the duties shall not be employed again to work. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
3. A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each ambulance, for each area of operation shall be provided by the service provider.
- In an event that service provider fails to deliver or fails to carry out tasks as per schedule due to non-delivery of ambulance, break-down, servicing and repairs of ambulance, or if the ambulance is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar or higher class of ambulance(s) for which agreement is entered into, without any extra charges. Failure to do so will evoke penalty then buyer shall have right to recover damages as per the provisions of the contract.
  - The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness. Service Provider should undertake and ensure that personnel engaged by him are not suffering from disease, injury or illness contagious or otherwise. The buyer may examine the Service Provider's employees as and when felt necessary, and those declared unfit shall be removed from duty and the Service Provider should provide the replacement of such persons immediately.
  - The Service Provider will deploy experienced drivers knowing the routes of the areas and familiar with the localities for carrying out the services. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.
1. It will be the responsibility of the service provider to maintain the ambulance in perfect running condition with sufficient fuel etc. 12 hours Maintenance leave once in a month for maintenance of the ambulance shall be allowed with prior permission. Further carry forward of maintenance leave will not be allowed. The maintenance leave will not be counted towards working hours.
- The service provider shall be solely responsible for the payment of wages and other dues to the persons deployed by him latest by 7th day of the following month. The service provider shall ensure payment of wages to the person employed and meet all statutory obligations of payment as per the Minimum Wages Act 1948 and the Payment of Wages Act 1936.
  - The service provider's staff shall abide by the existing security and safety rules/regulations/precautions as per instructions given from time to time.

## 6 Buyer's Obligations

1. The location for reporting shall be provided by the buyer to the service provider.
- In the event that the ambulances run more than the estimated number of kms as mentioned in the order details, the charges for additional km travelled will be paid at the additional rate quoted by the service provider for the specific trip.
1. In the event of outstation travel, outstation night charges will be paid to the service provider if the duty hours end between 10:30 pm and 6:00 am at an outstation location. The service provider shall have to make his own arrangements for the stay of his staff including night-halt, etc. at his own risk and cost and also for repairs and fueling, etc. of the hired ambulance(s) as per requirement.
2. The Buyer/ passenger must immediately report to the designated representative of the Service Provider any problems, complaints, incidents or accidents that occur during the trip, including any form of inappropriate behavior/ improper uniform by the driver/ staff.
3. It is fundamental that the driver does not under any circumstance directly or indirectly approach, solicit or accept work in any form the buyer/ passenger. If the driver of the ambulance communicates directly with the Buyer/passenger (either by telephone, in writing or verbally, and either before, during or after a trip) to make alter or change the nature of service provided the Buyer must immediately inform the Service Provider.
4. Price Variation Clause:  
"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

## 7 Service Tracking

The service provider will provide the vehicles after 1 day from the date of placement of order or mutually agreed date, whichever is later . Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty on either party.

### 7.1 Logbook

1. The service provider will maintain a separate duty slip for each ambulance, which will be signed by the authorized signatory of the buyer/ passenger. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the ambulance deployed by the buyer. On the basis of each ambulance's duty slip, the service provider shall prepare bills enclosing therewith a consolidated statement of each ambulance's running and original copies of duty slip. The log book shall also contain details of the employee/dependent requiring emergency assistance.
2. The service provider shall thereafter update the logbook on the GeM portal as per the logbook process flow.
- Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties. Failure to take action on logbook entries updated by service provider shall be deemed as accepted.
1. The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribed timelines of such rejection with the designated representative of the Buyer.

### 7.2 Service Performance and Feedback

1. The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service provided.
2. The Service Provider shall maintain a compliant register in the vehicles for the complaints by the passenger travelling in the vehicle.

## 8 Penalties and Fine

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such penalty and terminate the contract as per the conditions detailed out below:

#	Nature of Default	Default Details	Penalties			Remarks
			1st instance	2 <sup>nd</sup> instance	3 <sup>rd</sup> instance	

1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 5% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided within 2 hours	Warning	Penalty of 3% of particular vehicle hiring cost	Penalty of 5% of particular vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
4	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 4% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 8% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
	Breakdown of vehicle during trip (replacement provided)	Replacement provided within 2 hours	Warning	Amount of charges for vehicle hired by Buyer from third party and a penalty of 2% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 4% of monthly vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may terminate the contract or continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
2	Delay in arrival of vehicle/driver/ EMT	For 30 mins or more	Warning	Penalty of 1% of vehicle hiring cost	Penalty of 2% of vehicle hiring cost	After 3 <sup>rd</sup> instance, the buyer may continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.
3	Misbehavior by driver/ unacceptable behavior by driver	Any instance	Penalty of Rs. 1000	Penalty of Rs. 2000/-		After 2 <sup>nd</sup> instance, the service provider will have to replace the driver
5	Driver in intoxicated state	Any instance	Penalty of Rs. 2500/-			After 1 <sup>st</sup> instance, the service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate the contract.
6	Failure to address deficiencies pointed out at inspection	Deficiencies not addressed after 24 hours of inspection	Penalty of Rs. 500/-	Penalty of Rs. 800/-	Penalty of Rs. 1000/-	After 3 <sup>rd</sup> instance, the buyer may continue to impose the same penalty as imposed for 3 <sup>rd</sup> instance.

## 73 Payment Terms

The payment terms will be dependent on the pricing model chosen by the Buyer which are as follows:

- All-inclusive Rate for Vehicle, Driver and Fuel:** Under this pricing model, the service provider will quote comprehensive monthly rate for the vehicle and its operation and maintenance, driver and fuel for the monthly usage variant selected. Any additional kms will be paid separately as per the additional km rate quoted by the buyer. Requirements of EMTs, and GPRS Tracking devices will also be paid separately based on the rate quoted by the service provider.
- Rate quoted for Vehicle and Driver with fuel charges reimbursed based on average mileage quoted by service provider:** The service provider will quote the monthly rate for the vehicle and driver, including operation and maintenance of the vehicle. For the kms run, the buyer shall reimburse the service provider for the fuel charges based on the average mileage per liter of fuel quoted by the service provider for the actual km run during the month. Reimbursement of fuel cost shall be made at prevailing market rates, for which proof of fuel rates, prevailing as on 1st and 15th of each month shall be submitted by the service provider.

Any additional kms over and above the selected usage variant at the end of the month will be paid separately as per the additional km rate quoted by the buyer excluding fuel charges which will be reimbursed based on the average mileage quoted above. Requirements of EMTs, and GPRS Tracking devices will also be paid separately based on the rate quoted by the service provider.

- Rate quoted for Vehicle and Driver with fuel charges reimbursed based on average mileage quoted by buyer:** The service provider will quote the monthly rate for the vehicle and driver, including operation and maintenance of the vehicle. For the kms run, the buyer shall reimburse the service provider for the fuel charges based on the average mileage per liter of fuel fixed by the buyer for the actual km run during the month. Reimbursement of fuel cost shall be made at prevailing market rates, for which proof of fuel rates, prevailing as on 1st and 15th of each month shall be submitted by the service provider.

Any additional kms over and above the selected usage variant at the end of the month will be paid separately as per the additional km rate quoted by the buyer excluding fuel charges which will be reimbursed based on the average mileage fixed by the buyer. Requirements of EMTs, and GPRS Tracking devices will also be paid separately based on the rate quoted by the service provider.

Some notable points under payment terms are-

### 73.1 Payment Condition

- The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
  - No advance payment shall be made to the Service Provider.
- The price quoted shall cover all aspects of service delivery, it shall be inclusive of all consumables required to provide the service.

### 73.2 Payment Cycle

- Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
- The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.

### 73.3 Payment Process

- Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
  - All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
- Payment will be made through bank transfer only, in no circumstance cash/ cheque payment will be made.

## 74 Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-

1. *Amendment of the Contract after event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
  2. *Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
- *Amendment of the Contract as per both parties' consent:* Amendment of the Contract shall be done as per mutual consent of both parties, no party shall be made liable to pay/ get any compensation for agreement amendment. However, the variation put together shall not reduce or exceed 25% of contract value.

## 75 Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. *Mutual consent:* The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
  2. *Breach of contractual obligations:* Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- *Breach of SLAs:* The contract may also be terminated if i)the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

## 76 Annexures

### 76.1 Annexure 1 – List of Equipment for Ambulance Types

Ambulance Type	A	B	C	D
<b>Patient Handling Equipment</b>				
Main Stretcher	-	1	1	1
Pickup Stretcher	-	-	1	1
Vacuum Mattress	-	-	1	1
Transfer mattress / Carrying Sheet	-	Optional	1	1
Long spinal board complete with head immobilizer and securing straps	-	-	1	1
<b>Type of Immobilization Equipment</b>				
Traction Device	-	-	1	1
Immobilization, Set of fractures	-	-	1	1
Cervical upper spinal immobilization devices	-	-	1	1
Extended Upper Spinal Immobilization Extrication Devices or Short Spinal Board (one of these)	-	-	1	1
<b>Type of Life SOT Equipment</b>				
Stationary Oxygen	-	-	Minimum 2 Nos. of 10L Water Capacity Cylinders at maximum 150 kgf/cm2 filling pressure manufactured as per IS:7285 and certified by Chief Controller of Explosives, Nagpur	Minimum 1 No. of 46.7L and 10L Water Capacity Cylinders each at maximum 150 kgf/cm2 filling pressure manufactured as per IS:7285 and certified by Chief Controller of Explosives, Nagpur
Portable Oxygen	Minimum 1 No. of 2.2L Water Capacity Aluminium Cylinder at maximum 150 kgf/cm2 filling pressure manufactured as per IS:7285 and certified by Chief Controller of Explosives, Nagpur	Minimum 1 No. of 2.2L Water Capacity Aluminium Cylinder at maximum 150 kgf/cm2 filling pressure manufactured as per IS:7285 and certified by Chief Controller of Explosives, Nagpur	Minimum 1 No. of 2.2L Water Capacity Aluminium Cylinder at maximum 150 kgf/cm2 filling pressure manufactured as per IS:7285 and certified by Chief Controller of Explosives, Nagpur	Minimum 1 No. of 2.2L Water Capacity Aluminium Cylinder at maximum 150 kgf/cm2 filling pressure manufactured as per IS:7285 and certified by Chief Controller of Explosives, Nagpur
Valve for Cylinders at 1 and 2 above	3/8" Bull Nose Valve as per IS:3224	3/8" Bull Nose Valve as per IS:3224	3/8" Bull Nose Valve as per IS:3224	3/8" Bull Nose Valve as per IS:3224
Resuscitator with oxygen inlet and masks and airways for all ages and oxygen reservoir	Optional	Optional	1	1
Mouth to mask ventilator with oxygen inlet	1	1	Optional	Optional

Electric Portable Suction Aspirator with air flow of at least 30 L/min and a vacuum level of at least 600 mm Hg (ISO 10079-1-1999)	Optional	Optional	1	1
Portable Suction Aspirator, Manual	1	1	1	1
<b>Type of Diagnostic Equipment</b>				
Manual B. P. Monitor Cuff Size: 10 cm. - 66 cm.	-	-	Either 1	Either 1
Automatic B P Monitor, Cuff Size 10 cm. - 66 cm.	-	-		
Oximeter	-	-	1	1
Stethoscope	-	-	1	1
Thermometer	-	-	1	1
Device for Blood Sugar Determination	-	-	1	1
Diagnostic Light	-	-	1	1
<b>Type of Drug</b>				
Pain Relief Drug	-	-	1	1
<b>Type of Infusion Material or Equipment</b>				
Infusion Solutions, Litre	-	-	4	4
Equipments for injections and infusions set	-	-	2	2
Infusion Mounting	1	1	2	2
Pressure Infusion Device	-	-	-	1
<b>Type of Equipment for Management of Life Threatening Problems (Two or more functions can be used in one device)</b>				
Defibrillator with rhythm and patient data recording	-	-	Optional	1
Cardiac Monitor	-	-	Optional	1
External Cardiac Pacing	-	-	Optional	1
Portable airways care system (p.a.c.s.) Manual resuscitator Mouth to mask ventilator with oxygen inlet Airways oro- or nasopharyngeal airway Aspirator	-	-	1	-
Portable advanced resuscitation system (p.a.r.s.) Contents of portable airways care System (p.a.c.s.) Infusion equipment - to include suitable venous indwelling cannulae Infusion administration sets Infusion solutions Adhesive fixing materials				
Intubation equipment-to include laryngoscope handle(s) with suitable blades Magill forceps Insertion stylets Endotracheal tubes with connectors Inflation tube clamp Inflation syringe Tube fixing material Stethoscope Drug administration equipment	-	-	-	1
Nebulization Apparatus	-	-	1	1
Thorax Drainage Kit	-	-	-	1
Volumetric Infusion Device	-	-	-	1

Central Vein Catheters	-	-	-	1
Requirements for emergency and transport ventilators	-	-	-	1
PEEP Valve, Adjustable or Set	-	-	-	1
Capnometer	-	-	-	1
<b>Bandaging and Nursing</b>				
Material for treatment of wounds	1	1	1	1
Materials for treatment of burns and corrosives	1	-	1	1
Re-plantation container to maintain the internal temperature at (4 ± 2)°C for at least 2 h	-	-	Optional	Optional
Kidney Bowl	1	2	1	1
Vomiting Bag	1	2	1	1
Bed Pan	1	1	1	1
Non-Glass Urine Bottle	1	2	1	1
Sharps Container	1	1	1	1
Gastric Tube with Accessories	-	-	1	1
Sterile Surgical Gloves, Pairs	2	2	5	5
Non-Sterile Gloves for Single Use	100	100	100	100
Emergency Delivery Kit	-	-	1	1
Waste Bag	1	1	1	1
Clinical Waste Bag	1	1	1	1
Non-Woven Stretcher Sheet	1	1	1	1
<b>Personal protection Equipment (for Each Member of the Crew for Protection and to Identify the Staff as Road Ambulance Personnel) - Numbers are quoted per crew member</b>				
Basic protective clothing including high visibility reflective jacket or tabard	1	2	1	1
Advanced Protection Wear	-	-	1	1
Safety / Debris Gloves, Pair	1	1	1	1
Safety Shoes, Pairs	-	-	1	1
Safety Helmet	-	-	1	1
Personal Protection Equipment against Infection	-	-	1	1
<b>Rescue and Protection Material</b>				
Cleaning and disinfection material	1	1	1	1
Rescue tools when used for crash rescue	1	-	1	1
Seat belt cutter	1	1	1	1
Warning Triangle Lights	2	2	2	2
Spotlight	1	1	1	1
Fire Extinguisher, ABC Type (minimum 2 kg capacity complying with IS:13849 or IS:2171)	1	1	2	2



## Communication

Access to the public telephone network e.g. via the normal radio transmitter or by mobile (cellular) telephone	1	-	1	1
Internal communication between driver and patient compartment	-	-	1	1

## 76.2 Annexure 2: List of Medicines for Ambulance Type

Medicines	A	B	C	D
<u>Cardiovascular medication</u> , such as 1:10,000 epinephrine, atropine, antidysrhythmics (e.g., adenosine and amiodarone), calcium channel blockers, beta-blockers, nitroglycerin tablets, aspirin, vasopressor for infusion, Aspirin, Digoxin, Furosemide injection, Lidocaine 2%, Glyceryl trinitrate spray, Tenecteplase vial, Dalteparin injection				ü
<u>Cardiopulmonary/respiratory medications</u> , such as albuterol (or other inhaled beta agonist) and ipratropium bromide, 1:1000 epinephrine, furosemide, Aminophylline injection, Hydrocortisone sodium succinate injection, Prednisolone, Salbutamol or terbutaline inhaler, Salbutamol for nebuliser, Ipratropium for nebuliser	ü	ü	ü	ü
50% dextrose solution (and sterile diluent or 25% dextrose solution for pediatrics)			ü	ü
Narcotic and nonnarcotic drugs			ü	ü
Anti-epileptic medications, such as diazepam or midazolam			ü	ü
Sodium bicarbonate, magnesium sulfate, glucagon, naloxone hydrochloride, calcium chloride			ü	ü
Bacteriostatic water and sodium chloride for injection	ü		ü	ü
Intubation adjuncts, including neuromuscular blockers	ü		ü	ü
<u>Anti allergy</u> such Hydrocortisone sodium succinate injection, 100mg powder for reconstitution Adrenaline 1 in 1,000 (1mg/mL) Chlorphenamine tablets 4mg Chlorphenamine injection 10mg/mL	ü	ü	ü	ü
<u>Painkillers</u> such as Paracetamol tablets, Dihydrocodeine tablets, Painkiller injection, Diclofenac	ü	ü	ü	ü
<u>Antibiotics</u> such as Amoxicillin capsules/co-amoxiclav tablets and suspension, Cefuroxime injection, Cefalexin capsules, Erythromycin tablets and mixture, Trimethoprim tablets, Metronidazole tablets, Penicillin V tablets, Benzylpenicillin injection	ü	ü	ü	ü
<u>Central Nervous System</u> Diazepam, Chlorpromazine, Haloperidol				ü
<u>Diabetes</u> such as Glucagon injection, Glucose solution			ü	ü
<u>Gastro-Intestinal Tract Medicine</u> such as Prochlorperazine injection, Loperamide, Antacid tablets			ü	ü
<u>Obstetrics</u> ergometrine maleate & oxytocin injection	ü		ü	ü
<u>Ophthalmology</u> Chloramphenicol eye ointment 1% Fluorescein eye drops 1%			ü	ü
<u>Paediatric</u> Paracetamol sachets, rehydration sachets			ü	ü

## Calculation Formula for the Service

\$total = \$quantity\*\$duration\_in\_months\*\$cost

\$cost = Per month Ambulance hiring cost

\$quantity = Number of Ambulances

\$duration\_in\_months = Duration in months

\*\*\*\*\*END OF DOCUMENT\*\*\*\*\*

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Work Order For Similar Experience As Proof Of Years Of Experience : [click here](#)
2. Work Order For Similar Experience As Proof Of Ambulance Provided In A Single Contract To A Government Agency In The Past Three Years : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक   Advisory Bank :	AXIS BANK LTD
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा   The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

नियम और शर्तें | Terms and Conditions

<p>1. General Terms and Conditions-</p> <p>1.1 This contract is governed by the <a href="#">General Terms and Conditions</a>, conditions stipulated to this Product/Service as provided in the Marketplace.</p> <p>1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable</p> <p>2. Buyer Added Bid Specific Terms and Conditions-</p> <p>2.1 <i>Generic</i></p> <p>OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration</p> <p>2.2 <i>Buyer Added Bid Specific ATC:</i></p> <p>Buyer uploaded ATC document <a href="#">Click here to view the file</a>.</p>
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नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.