

Service Level Agreement (SLA) Based Ambulance Service Contract Agreement

The Service Provider shall provide round-the-clock (24×7) Emergency Medical Operational Services (Ambulance Services) for the designated road stretch under the "Project Name." The Ambulance Vehicle shall be provided by the Employer, while the Service Provider shall be responsible for deploying trained manpower, and for providing and maintaining the required medical equipment and medicines necessary for the proper operation of the Ambulance Service.

The Service Provider shall ensure that the Ambulance Service remains fully operational at all times and complies with the Service Level Agreement (SLA) requirements specified under this Contract.

1. Responsibility Matrix

Item	Responsibility
2-Patient Capacity Rescue Ambulance	The Employer shall provide "2-Patient Capacity" Rescue Ambulances complying with the minimum specifications prescribed under IRC: SP-84-2019, Section 12, Clause 12.11 and Annexure-D, read together with NHA Circular No. RW/G-23012/01/2019-W&A (Pt. III) dated 09.02.2021 and 22.03.2021 and NHA Policy Guidelines No. 12.36/2024 dated 12.12.2024, including any amendments issued from time to time.
Fuel	Fuel for running kilometres for ambulance shall be in the scope of the Employer. However, the service provider shall maintain an average mileage of 8 Km/Ltr for the ambulance. In case the service provider fails to maintain the prescribed average mileage, the cost of excess fuel consumption shall be recovered at the prevailing market rate and deducted from the current bill of the service provider.
Ambulance Vehicle Monthly Servicing	The Employer shall provide scheduled servicing of the vehicle as and when required. Any minor repair, required during the operational period shall be the responsibility of the Service Provider.
Drivers	Service Provider shall deploy trained and valid licensed drivers for the operation of the Ambulance Vehicle.
Paramedics / EMT	Service Provider shall deploy qualified Paramedics / Emergency Medical Technicians (EMT) for emergency medical assistance.

Item	Responsibility
Equipment and Medicine for ambulance	The Employer shall provide the equipment and medicines on a one-time basis at the commencement of the service. The Service Provider shall ensure that all equipment and medicines as provided by the employer are properly maintained and replenished from time to time based on actual consumption, so as to maintain the required inventory levels at all times.
Operation & Incident Response	Service Provider shall be responsible for 24×7 ambulance operation, emergency response, and coordination during incidents along the Project stretch
Cleaning, Upkeep and Minor Maintenance of Vehicle	The Service Provider shall be responsible for regular cleaning, maintaining hygiene, proper upkeep, and minor maintenance of the Ambulance Vehicle to ensure that it remains in good operational condition at all times.

2. Rescue Ambulance Requirements and Responsibilities

Rescue Ambulances, along with medical devices, on-board equipment, medicines, and manpower, shall conform to the standard specifications issued vide Ministry's Letter No. RW/G-23017/01/2019-W&A (Pt.III) dated 09.07.2021 and as mentioned in this agreement.

The roles and responsibilities of Rescue Ambulances include, but are not limited to, the following:

- Rescue Ambulances shall be operational 24 hours per day.
- Rescue Ambulances should be optimally located along the highway stretch (typically near black spots / accident-prone areas) to minimize response time to incidents.
- Rescue Ambulances should provide Basic Life Support (BLS) to casualties of highway accidents and enable immobilization, retrieval, and transfer to the nearest center that provides suitable medical care.
- **Pre-Shift Check:**
Each Rescue Ambulance EMT (Emergency Medical Technician) shall ensure that the vehicle and all equipment comply with the prescribed specifications and are fully functional. In case any equipment is found non-functional, the EMT shall replace the faulty equipment immediately.
- **Communication:**
All communication radios and devices shall be kept 'ON' with adequate volume. All communications between Rescue Ambulances and the Command Centre and/or other on-road units shall be monitored by the Command Centre.
- **Incident Detection / Notification:**
Whenever an incident is detected on the highway. As notify the Employer/ local Command Centre / 1033 Call Centre/ Route Patrol Vehicle, providing details of the incident and requesting appropriate response support.
- **Incident Response:**

- Provide initial first aid to road accident victims.
- Support resuscitation and monitoring of patients to prevent deterioration of their condition.
- Assist Highway Surveillance / Route Patrol personnel in extrication, whenever required.
- Initiate the extrication process if the Rescue Ambulance is the first responder to the incident.
- **Scene Management:**
The Rescue Ambulance shall transport the victim to the nearest appropriate hospital.

3. Service Level Agreement (SLA) Monitoring

- 3.1 The Service Provider shall monitor and maintain the stated Service Levels to provide quality service to the Employer and motorists for the entire duration of the contract period, even if the traffic on the highway stretches increases.
- 3.2 The Service Level parameters shall be monitored on a monthly basis as per the individual Service Level parameter requirements.
- 3.3 Payments to the Contractor shall be linked to compliance with the SLA metrics as mentioned in the agreement.
- 3.4 SLAs shall be subject to redefinition to the extent necessitated by field experience at the user units and developments in technology practices globally.
- 3.5 During the contract period, any changes to the SLA, in terms of addition, alteration, or deletion of certain parameters, shall be based on mutual consent of all parties, i.e., the Employer and the Service Provider, with a minimum thirty (30) days' notice.
- 3.6 The Service provider shall provide the required evident to measure the SLA parameters.
- 3.7 The Service provider shall ensure that the requisite permissions are granted to the employer for carrying out the audit process on a regular basis.
- 3.8 Penalties, if any, for non-compliance with SLAs shall be adjusted in the monthly payments. The final payment shall be released after all SLA deductions.
- 3.9 If the overall penalty applicable for any three consecutive months during the contract period is 20% or above (i.e., the service point score is less than 80 for three consecutive months), the Employer shall issue a warning notice.
- 3.10 Once a warning notice has been issued, if it is observed that the overall penalty in any subsequent three (3) consecutive months is again 20% or above (i.e., the service point score is less than 80), the Employer shall have the right to impose an additional penalty equivalent to the maximum monthly amount payable to the Service Provider for the services. Further, the Employer shall also have the right to terminate the Contract by giving a notice period of fifteen (15) days to the Service Provider.

4. Criteria, SLAs (Service Level Agreements) and Evaluation Metrics

The criteria, SLAs (Service Level Agreements), and evaluation metrics shall be as follows:

(i) Ambulance Response Time

Ambulance Response Time shall be defined as the time interval between Incident Detection and the Rescue Ambulance reaching the incident scene.

For incidents within 25 km from the station/post, the ambulance response time shall be less

than 15 minutes.

For incidents beyond 25 km and up to 50 km from the station/post, the ambulance response time shall be proportionately increased up to 36 minutes.

This SLA of response time shall not be applicable in cases where the ambulance is already attending a previous call which has not yet been concluded, and a new call is transferred to the same ambulance.

Evaluation Criteria

Compliance Level	Points
95% or more cases	50 Points
90% – 94.99% cases	40 Points
85% – 89.99% cases	30 Points
Less than 85% cases	0 Points

(ii) Maintain the Medicine and Equipment

The Service Provider shall at all times maintain the equipment and medicines as specified in the Agreement. The Emergency Medical Technician (EMT) shall regularly check the availability and condition of all medicines and equipment and submit a report to the Employer.

The Service Level Agreement (SLA) shall be evaluated on a monthly basis in terms of the number of days the Ambulance Service remains compliant with the required standards.

Evaluation Criteria

Compliance Level	Points
25 Days or More	20 Points
22 Days – 25 Days	17 Points
20 Days – 22 Days	15 Points
Less than 20 Days	0 Points

(iii) Cleanliness and Maintenance of Ambulance Vehicle

The Service Provider shall ensure the interior cleanliness of the Ambulance Vehicle before the start of each shift. The exterior of the Ambulance Vehicle shall be kept clean at all times.

The Ambulance Vehicle shall be wiped and cleaned daily at the end of each shift. Additionally, the vehicle shall be thoroughly washed at least twice a week before the commencement of the first shift of the day.

The Service Level Agreement (SLA) shall be evaluated based on the number of days the Ambulance Service remains compliant with the required standards.

Evaluation Criteria

Compliance Level	Points
28 Days or More	10 Points

Compliance Level	Points
25 Days – 27 Days	7 Points
Less than 25 Days	0 Points

(iv) Manpower Present

The Service Provider shall ensure the deployment of adequate and qualified manpower for the operation of the Ambulance Service throughout the Contract period.

Each Ambulance Vehicle shall be deployed with the following minimum manpower at all times:

One (1) trained Driver, qualification as mentioned in the agreement.

One (1) qualified Emergency Medical Technician (EMT), Qualification as mentioned in the agreement

The Ambulance Service shall be available 24 hours a day and 7 days a week throughout the Project stretch. The Service Provider shall ensure that the required manpower is present during all operational shifts without interruption.

In case of absence, leave, or emergency, the Service Provider shall arrange immediate replacement manpower to ensure uninterrupted ambulance services.

The Service Level Agreement (SLA) shall be evaluated based on the number of shift the Ambulance Service remains compliant with the required standards.

Evaluation Criteria

Compliance Level	Points
85 shift or more	20 Points
80 shift – 85 Shift	17 Points
Less than 80 shift	0 Points

V. Non-Attendance of Dispatch Call from 1033 Command Centre/Employer Representative

If the Ambulance does not attend a dispatch call/message received from the 1033 Command Centre/ Employer Representative, a penalty of ₹1,000 per call shall be levied on the Contractor. However, relaxation for non-attendance of up to two calls per month may be allowed on technical grounds.

5. Payment Disincentive Criteria

The performance of the Contractor shall be evaluated monthly by:

- Adding the points accumulated for Ambulance Response Time, and
- Maintained Medicine and Equipment, and
- Cleanliness and Maintenance of Ambulance Vehicle, and
- Manpower present at shift and
- Recording the number of dispatch calls not attended by the Contractor.

The Contractor shall be scored on a scale of 1 to 100 points.

Payment to the Contractor shall be based on the **total points accumulated in a month** as per the following criteria:

Total Points	Payment for Ambulance Services
90 – 100 Points	100% Payment
85 – 89 Points	90% Payment
80 – 84 Points	80% Payment
50 – 79 Points	65% Payment
Less than 50 Points	0% Payment

In addition to the above:

- A penalty of ₹1,000 per unattended call shall be levied on the Contractor over and above the payment deductions mentioned above.
- A penalty any driver/Paramedic is found not wearing the prescribed uniform and/or not carrying a valid ID card during duty, a penalty of INR 100 per person per shift shall be levied and deducted from the invoice.
- In case of any accident involving the vehicle by the negligence of the driver, the cost of repairs, as determined at the prevailing market rate, shall be deducted from the payments due to the Service Provider (if service provider not repair the vehicle within 1 days)

6. Rescue Ambulance manpower Qualification

Ambulance Paramedics: The Service Provider shall provide paramedics with each ambulance

Trained EMT staff with the following qualifications/ experience

- Basic qualification of EMT – Diploma in E.M.T. 11
- B.Sc. (PCB) with certification in BLS/ ALS/ ACLS/ ITLS (or) B.Sc Nursing/ GNM/ ANM (or) B.Pharm/ D. Pharma or any other equivalent paramedical course from recognized university/institution of IMC/INC.
- Minimum 2 years of relevant experience in first-aid and life saving emergency skills including spinal immobilization, bleeding control, oxygen therapy, defibrillation and medicine administration.
- At least one training (minimum one month) in tertiary care institution or at a recognized institute with experience in handling life-saving equipment.
- Basic training in extrication.

Ambulance Drivers–The Service Provider shall provide drivers for each ambulance, who shall be good, reliable, licensed, and experienced drivers, capable of operating the Ambulance Vehicles and providing rescue services and qualified in compliance with the requirements

Ambulance Driver Qualifications

- (a) A high school diploma or equivalent is required.
- (b) Certifications relevant to ambulance operation, including those issued by recognized

vocational schools or apprenticeship programs offering both classroom and practical training, are desirable.

- (c) Certifications may include a Commercial Driver's License (CDL) for ambulance operation and/or certified training from accrediting bodies such as an EVOC certificate, which demonstrates skills in road safety, GPS navigation, and legal requirements for emergency drivers.
- (d) Drivers should be able to read, write, and maintain logbooks.
- (e) Ambulance operators should have good mechanical aptitude, precise communication skills, strong spatial awareness, and experience in similar roles. Good physical strength and stamina are required.

Ambulance Driver Responsibilities

- (a) Should have certification in cardiopulmonary resuscitation (CPR) or basic life support (BLS).
- (b) Perform daily maintenance checks and troubleshoot operational issues.
- (c) Understand and adhere to workplace safety policies and regulations
- (d) Communicate effectively with the construction team to coordinate operations.
- (e) Study and understand weight limits, communication signals, and emergency procedures.
- (f) Maintain a clean and safe work environment at all times.
- (g) Employ medical equipment to help load and unload patients into and out of the ambulance.
- (h) Drive to pickup locations and medical facilities quickly and safely.
- (i) Stock the ambulance with the necessary supplies before each shift.
- (j) Assist paramedics during crisis calls.
- (k) Inspect the vehicle before each shift to ensure it's safe to operate.
- (l) Clean the ambulance's interior regularly and replace any soiled fabrics or supplies.
- (m) Report any mechanical issues.
- (n) Help carry patients into the medical facility for treatment.
- (o) Use mapping technology to determine the most efficient route between locations.

7. EQUIPMENT & MEDICINE FOR AMBULANCE

The Employer shall provide the below-mentioned equipment and medicines on a one-time basis at the commencement of the service. The Service Provider shall thereafter ensure that all equipment and medicines are properly maintained and replenished from time to time based on consumption.

Any faulty or missing equipment shall be repaired or replaced within seven (7) working days. All medicines and consumables shall be replenished immediately after use and prior to the next deployment of the Ambulance Vehicle. A minimum inventory level, as prescribed under the Contract, shall be maintained at all times. The medicines stocked in each Ambulance Vehicle shall be sufficient to provide treatment to at least five (5) persons simultaneously. Further, the Employer shall provide suitable and adequate space at every Toll Plaza along the

Project stretch for the parking and stationing of the Ambulance Vehicle.

(a) List of Equipment

S. No.	Equipment	Quantity
1	Main automatic loading stretcher (length 1900 mm - 1970mm, width 530 mm to 570 mm with loading capacity of 150 kg) conforming to EN 1865 standard	2
2	Scoop stretcher (lightweight aluminum stretcher, length 1600 mm - 2000 mm, width - minimum 42 cms, loading capacity - minimum 150 kgs) conforming to EN 1865 standard	2
3	Vacuum mattress (length 1900 mm - 1970 mm, width 530 mm to 570 mm with loading capacity of minimum 150 kg) conforming to EN 1865 standard	2
4	Long spinal board with head immobilizer & securing straps, waterproof, EN 1865 compliant Long spinal board with head immobilizer & securing straps and plastic material at high strength, should be waterproof & conforming to EN 1865 standard	2
5	Set of fractures/ splints made of mouldable metal or alloy (aluminum) - sizes for both children & adults and for hand & wrist, half arm, full arm, foot and ankle, half leg, full leg (all splints should be washable and reusable)	2 each
6	Cervical collar for both kids & adults (should have pre-molded chin support, locking dials and rear ventilation panel and an enlarged trachea opening, should have high density polyethylene and foam padding, should be X-ray lucent and easy to clean and dis-infect)	4 each
7	KED extraction device	1
8	Stationary oxygen - Minimum 2 Nos. of 10 L water capacity cylinders at maximum 150 kgf/ cm ² filling pressure manufactured as per IS:7285 & certified by chief controller of explosives, Nagpur along with 3/8 bull nose valve as per IS:3224	2
9	Portable oxygen - Minimum 1 Nos. of 10 L water capacity cylinders at maximum 150 kgf/ cm ² filling pressure manufactured as per IS:7285 & certified by chief controller of explosives, Nagpur along with 3/8 bull nose valve as per IS:3224	2
10	Manual resuscitator with oxygen inlet and mask	2
11	Airways (nasopharyngeal airways of size 6.5 mm, 7.5 mm, 7 mm, 8.5 mm & 8 mm & oropharyngeal of size 0, 1, 2, 3 & 4)	2 each
12	Electric portable suction aspirator with air flow of at least 30 L/ min and vacuum level of at least 600 mm Hg (ISO:10079-1-1999)	2
13	Manual portable suction aspirator (IS:4533-1995)	3
14	Suction catheter (12 & 16)	2 each

S. No.	Equipment	Quantity
15	Laryngeal mask airway (kids & adults)	2 each
16	Infusion solutions (litre)	4
17	Equipment for injections & infusions (IV sets)	2
18	Infusion mounting	2
19	Tourniquet (multiple sizes, IS:7971-1987)	2
20	Automatic External Defibrillator with ability to deliver shock up to 200 joules through biphasic technology; should also consist of an audio alarm	1
21	Nebulizer conforming to IS:9462-1980	2
22	Manual BP monitor (cuff size 10-66 cm)	2
23	Portable automatic BP, heart rate & saturation monitor	2
24	Oximeter of ISO:9919 standards	2
25	Stethoscope conforming to IS:3391-1965	2
26	Thermometer (min: 28 degrees to 42 degrees Celsius)	2
27	Device for blood sugar determination	2
28	Diagnostic light	2
29	Blanket	2
30	Non-woven stretcher sheet	2
31	Kidney bowl	2
32	Vomiting bag	2
33	Non-glass urine bottle	2
34	Waste bag	2
35	Bed pan	2
36	Sharps container	2
37	Sterile surgical gloves (pairs)	5
38	Non-sterile gloves for single use	100
39	Basic protective clothing with high-visibility reflective jacket	3
40	Safety / debris gloves	3
41	Safety shoes	3
42	Safety helmet	3
43	Personal protection equipment against infection including disinfectants	3
44	Fire extinguishers (minimum 2 kgs) complying with IS:13849 or IS:2171)	2
45	Hammer	1
46	Shovel	1
47	Hydraulic cutter / spreader	1
48	Warning triangle lights	4
49	Spotlight	1
50	Public addressal system	1
51	Two way radio transceiver or better technology for mobile communication with highway surveillance team, tow away crane & control room	1
52	Internal phone within patient compartment for communication with	1

S. No.	Equipment	Quantity
	driver	
53	Automated vehicle tracking system with GPS technology for continuous tracking of vehicle location	1

(ii) List of medicines & dressing material to be carried in rescue ambulance at all times:

S. No.	Medicines & Dressing Material	Quantity
1	Band-Aids	20
2	Betadine Solution 500ml (bottle)	1
3	Cotton roll 500gm	1
4	Crape bandage 15 cm × 4 mtr	2
5	Crape bandage 7 cm × 4 mtr	2
6	Dressing pad 10 cm × 10 cm (pre-sterilized)	10
7	Dressing pad 10 cm × 20 cm (pre-sterilized)	10
8	Elasto plast (dyna plaster) 10 cm	2
9	Gauge cloth 80 cm × 18 mtr	1
10	Gauge rolls 4"	1
11	Gauge rolls 6"	1
12	Plain bandage of various sizes	3
13	Hydrogen Peroxide 400ml (bottle)	1
14	Micropore tape 2", 4"	2
15	Surgical Spirit Bottle 500ml (bottle)	1
16	Glucose 100gm	2
17	IV Fluid Dextrose 25% (bottle)	5
18	IV Fluid Normal Saline (bottle)	10
19	IV Fluid Ringer (RL) (bottle)	10
20	IV Fluid 5% GNS (bottle)	5
21	Inj adrenaline 1ml	5
22	Asthalin-nebulizing solution	5
23	Inj atropine 1ml	20
24	Inj avil 2ml	5
25	Budesonide-nebulizing solution	5
26	Inj distilled water 5ml	5
27	Inj diazepam 2ml	5
28	Inj hydrocortisone 100 mg	5
29	Inj lasix 2ml	5
30	Inj paracetamol 2ml	5
31	Inj rantidine 2ml	5

S. No.	Medicines & Dressing Material	Quantity
32	Inj tramadol 2ml	5
33	Inj tranexaminic acid	4
34	Inj neostigmine	4
35	Inj haemaccel	2
36	Inj mannitol	5
37	Inj sodabicarb 7.5%	5
38	Inj metaclopramide	5
39	Inj phenytoin	5
40	Inj hyosymine bromide or dicyclomine hydrochloride	5
41	Inj methargin	5
42	ORS 4.20gm	10
43	Syp Antacid Anaesthetic Gel (bottle)	1
44	Syp Paracetamol 60ml (bottle)	1
45	Tab Activated Charcoal (strip)	1
46	Tab Clopidogrel (strip)	1
47	Tab Disprin/Aspirin (strip)	1
48	Tab Paracetamol (strip)	1
49	Tab Isosorbite Dinitrate 5mg sublingual (strip)	1
50	Xylocaine (wocaine gel) 2% 30gm jelly (tube)	1

8. HR Compliance

- 8.1 Contractor shall ensure compliance with all applicable laws of India, including labour laws, such as Payment of Minimum Wages (Central or State whichever is higher) according to category and zones including labour welfare cess, Statutory bonus, Employees' State Insurance and Provident Fund, etc. in relation to its personnel. Contractor shall initially provide a copy of all its registration required under the laws of India for SPV's verification and subsequently submit a copy of the payments made to the statutory authorities on a monthly basis to the SPV for its verification and records. Contractor agrees to provide copies of the relevant documents /Statutory Registers to SPV as required by SPV at any time without demur.
- 8.2 HR non-compliance with HR requirements, an amount equivalent to 9% of the value of work executed in the current bill (excluding GST) shall be withheld from the invoice, applicable from the second bill onwards, subject to a maximum cap of 5% of the total Contract Value.
- However, no HR-related withholding shall be applicable to the current bill, If HR compliance has been duly submitted and accepted in the last paid invoice, the HR compliance amount shall not be withheld in the current bill.
- 8.3 For Incident Management contracts, HR compliances shall be monitored on a quarterly basis. In case HR non-compliance continues for six consecutive months, the contract shall

be liable for termination.

- 8.4 The Service Provider shall provide backup documents regarding labour compliance, if any, as and when asked by the Client, within 3 (three) working days of such request.

9. General Terms & Conditions

- 9.1 The Service Provider shall maintain and update logbooks indicating trip details, kilometres run, working hours, breakdowns, and maintenance days, duly signed by the concerned Client's personnel using the Vehicle or the Client's representative.
- 9.2 The Service Provider shall maintain and update an accident register detailing each accident/incident, including victim(s), date, time, location, tasks performed, first aid given, medical treatment provided, injury and/or fatality, and any other relevant details.
- 9.3 The logbook shall also record the quantity, rate, and date of each fuel refill.
- 9.4 The logbook and accident register shall be submitted to the Client's representative as and when required.
- 9.5 The Service Provider shall submit monthly invoices, duly approved by the Project Manager of the Project, along with the logbook and VTS/GPS report for certification by the Client on or before the 5th (fifth) day of each month for the services rendered in the previous month.
- 9.6 If the Service Provider is an MSME vendor, it shall be clearly mentioned on the invoice. A copy of the valid Udyam Certificate shall be attached with each payment request.
- 9.7 The Client shall make payment within 45 (forty-five) days from the receipt of an undisputed invoice along with all necessary supporting documents from the Service Provider.
- 9.8 All payments shall be subject to applicable tax deductions. Payments shall be released net of GST, which will be paid upon submission of proof of GST payment.
- 9.9 All payments made to the Service Provider under this Contract shall be in Indian Rupees (INR) against invoices duly approved and certified by the Client.
- 9.10 The contract rate/value shall include drivers' and paramedic wages, overtime charges (if any), accommodation, food, mobile phone expenses, insurance costs, depreciation, and any other incidental expenses.
- 9.11 The services provided by the Service Provider are exempt under GST. However, if any taxes become applicable under the prevailing laws, the same shall be charged over and above the agreed amount at actuals. GST amounts mentioned in invoices shall be payable only upon submission of proof of GST payment and verification on the GST portal.
- 9.12 The Client shall be entitled, at any time, to request a detailed bifurcation of the monthly fees charged, including a breakdown of costs for drivers and paramedics.

- 9.13 Escalation at the rate of 5% per annum shall be applicable on the Ambulance Service charges under this Contract, effective from the completion of the first year and applicable for each subsequent year of the Contract period.
- 9.14 Fuel for running kilometres for ambulance shall be in the scope of the Employer. However, the service provider shall maintain an average mileage of 8 Km/Ltr for the ambulance. In case the service provider fails to maintain the prescribed average mileage, the cost of excess fuel consumption shall be recovered at the prevailing market rate and deducted from the current bill of the service provider.
- 9.15 The distance covered for attending any emergency, either through dispatch calls received through '1033' or through modes other than 1033 calls, and the distance travelled during any mock drills as directed by the Authority/Employer, shall be considered. For rescue ambulances, the actual distance shall be counted from the station/post of the on-road unit to the incident location, transportation of the victim to the nearest hospital, and return back to its station/post. The actual running of on-road units shall be evaluated only through the CAD/GIS-based Emergency Response System and GPS-based data.
- 9.16 In the event of any misconduct, negligence, indiscipline, or inappropriate behavior by the staff deployed by the Service Provider, the Employer shall have the right to report the matter to the Service Provider. Upon such notice, the Service Provider shall take immediate corrective action, including replacement of the concerned staff, if required, within a reasonable time not exceeding 48 hours. The Service Provider shall ensure that all personnel deployed for the services maintain proper discipline, professional conduct, and comply with all instructions issued by the Employer from time to time during the execution of the services. If such misconduct is repeated or not rectified promptly, the Employer shall have the right to impose penalties as per the provisions of this Contract or take appropriate action as deemed necessary.

10. Termination Clause

10.1 Termination for Default

The Employer shall have the right to terminate the Contract by giving **15 (fifteen) days' written notice** to the Service Provider in case the Service Provider fails to perform the services in accordance with the terms and conditions of this Contract, or commits a material breach of any provision of the Agreement.

10.2 Termination for Repeated Non-Performance

If the Service Provider fails to meet the prescribed **Service Level Agreement (SLA)** requirements or if the penalty exceeds **20% of the monthly service amount for three (3) consecutive months**, the Employer shall have the right to terminate the Contract after issuing a written notice of **15 (fifteen) days**.

10.3 Termination for Convenience

The Employer may terminate this Contract **at its discretion** by providing **30 (thirty) days' written notice** to the Service Provider without assigning any reason.

10.4 Termination by Service Provider

The Service Provider may terminate the Contract by giving **30 (thirty) days' prior written notice** to the Employer, subject to completion of all ongoing obligations and settlement of pending dues.

10.5 Settlement upon Termination

Upon termination of the Contract, the Service Provider shall submit all pending records, Vehicle, logbooks, equipment, and documents related to the services. Payment shall be made only for the services satisfactorily rendered up to the effective date of termination, subject to deductions, if any, as per the Contract and handing over process.

11. Ambulance Vehicle Hand Over and Takeover Process

- 11.1 The Employer shall hand over the Ambulance Vehicle to the Service Provider at the commencement of the Contract in good working condition along with all necessary documents, equipment, and accessories.
- 11.2 A joint inspection of the Ambulance Vehicle shall be carried out by representatives of the Employer and the Service Provider at the time of handover. The condition of the vehicle, equipment, and accessories shall be recorded in a Vehicle Handover Report, duly signed by both parties.
- 11.3 The Service Provider shall be responsible for the proper operation, safekeeping, and maintenance of the Ambulance Vehicle during the Contract period in accordance with the terms and conditions of this Agreement.
- 11.4 Upon completion or termination of the Contract, the Service Provider shall hand over the Ambulance Vehicle to the Employer in good working condition along with all documents, equipment, and medicines originally provided at the time of handover, subject to normal wear and tear.
- 11.5 A joint inspection shall again be conducted at the time of vehicle takeover by the Employer, and a Vehicle Takeover Report shall be prepared and signed by both parties.
- 11.6 Any damage to the vehicle, equipment, or accessories beyond normal wear and tear shall be assessed and the cost of repair or replacement shall be recovered from the Service Provider.

12. Indemnity and Liability

- 12.1 The Service Provider shall indemnify and keep indemnified the Employer, its officers, employees, and representatives against any and all claims, losses, damages, liabilities, penalties, or expenses arising out of or in connection with the performance of the services under this Contract due to negligence, misconduct, or breach of obligations by the Service Provider or its personnel.
- 12.2 The Service Provider shall be solely responsible for any injury, loss, damage, or accident caused to any person, property, or third party arising out of the operation of the Ambulance Vehicle or the services provided under this Contract.
- 12.3 The Service Provider shall ensure that all personnel deployed for the services comply with applicable laws, rules, and regulations, including safety requirements and medical service standards.

12.4 The Employer shall not be held liable for any claims, compensation, damages, or legal proceedings arising due to the acts, omissions, negligence, or misconduct of the Service Provider or its employees during the execution of the services.

12.5 The Service Provider shall maintain valid insurance coverage for its personnel and shall comply with all statutory obligations applicable under the relevant laws during the Contract period.