

15 -ാം കേരള നിയമസഭ

13 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 235

23-01-2025 - ൽ മറുപടിയ്ക്ക്

കനിവ് 108 ആംബുലൻസ് പദ്ധതി

ചോദ്യം		ഉത്തരം	
ശ്രീ ടി. സിദ്ദിഖ്		ശ്രീമതി വീണാ ജോർജ്ജ് (ആരോഗ്യ- വനിത-ശിശുവികസന വകുപ്പ് മന്ത്രി)	
(എ)	കേരളത്തിൽ എത്ര കനിവ് ആംബുലൻസുകളാണ് സേവനം നടത്തുന്നത് എന്നും അതിൽ നിലവിൽ എത്ര ജീവനക്കാർ അതിൽ ജോലി ചെയ്യുന്നുണ്ടെന്നും വ്യക്തമാക്കാമോ;	(എ)	ടെണ്ടർ പ്രകാരം കേരളമൊട്ടാകെ 315 BLS ആംബുലൻസുകളാണ് സേവനം നടത്തുന്നത്. നിലവിൽ 1203 ജീവനക്കാർ പ്രതുത പദ്ധതിയുടെ ഭാഗമായി ടെണ്ടർ ലഭിച്ച M/s GVK EMRI എന്ന കമ്പനിയുടെ കീഴിൽ സേവനമനുഷ്ഠിക്കുന്നു.
(ബി)	കനിവ് ആംബുലൻസുകളിലെ ജീവനക്കാർക്ക് വിശ്രമമുറിയും മറ്റ് സൗകര്യങ്ങളും എല്ലാ ആശുപത്രികളിലും നൽകുന്നുണ്ടെന്ന് ഉറപ്പുവരുത്തുവാൻ എന്തൊക്കെ ക്രമീകരണങ്ങളാണ് നടത്തിയിരിക്കുന്നത് എന്ന് വിശദമാക്കാമോ;	(ബി)	കനിവ് ആംബുലൻസുകൾ പാർക്ക് ചെയ്യുവാനുള്ള സൗകര്യവും, ജീവനക്കാർക്കുള്ള വിശ്രമമുറിയും, ശുചിമുറി സൗകര്യങ്ങളും ആരോഗ്യ സ്ഥാപനങ്ങളിൽ ഒരുക്കി നൽകുന്നതിനും പദ്ധതിയുടെ സുഗമമായ നടത്തിപ്പിനും വേണ്ടി എല്ലാ ജില്ലകളിലും ജില്ലാ കളക്ടറുടെ അധ്യക്ഷതയിൽ ഒരു കമ്മിറ്റി രൂപീകരിച്ചിട്ടുണ്ട്. ഈ കമ്മിറ്റിയിൽ ജില്ലാ മെഡിക്കൽ ഓഫീസർ (ഉപാധ്യക്ഷൻ), ജില്ലാ പ്രോഗ്രാം മാനേജർ (NHM) (കൺവീനർ), റീജിണൽ ട്രാൻസ്പോർട്ട് ഓഫീസർ, ജില്ലാ പോലീസ് മേധാവി, പ്രതിനിധി (കേരള മെഡിക്കൽ സർവീസസ് കോർപ്പറേഷൻ), പ്രതിനിധി (ജി.വി.കെ. ഇ.എം.ആർ.ഐ.) എന്നിവർ അംഗങ്ങളാണ്. ഏതെങ്കിലും ജില്ലകളിൽ വിശ്രമമുറിയെ സംബന്ധിച്ച പരാതികൾ ഉണ്ടെങ്കിൽ പ്രസ്തുത കമ്മിറ്റിയിൽ അവതരിപ്പിച്ച് പരിഹാരം കാണാവുന്നതാണ്.
(സി)	ജീവനക്കാർക്ക് എല്ലാ മാസവും ശമ്പളം കൃത്യമായി നൽകുന്നുണ്ടെന്ന് ഉറപ്പുവരുത്തുവാനുള്ള ക്രമീകരണങ്ങൾ എന്തൊക്കെയാണ്; വിശദമാക്കാമോ;	(സി)	നാഷണൽ ഹെൽത്ത് മിഷൻ മുഖാന്തിരം ലഭിക്കുന്ന കേന്ദ്ര ഫണ്ടും ആരോഗ്യ വകുപ്പിന്റെ പ്ലാൻ ഫണ്ടിനത്തിലുള്ള സംസ്ഥാന ഫണ്ടും സമന്വയിപ്പിച്ചു കൊണ്ടുള്ള ഒരു പദ്ധതിയാണ് കനിവ് 108 ആംബുലൻസ് സർവീസ്. പ്രസ്തുത പദ്ധതി ഒരു പബ്ലിക് പ്രൈവറ്റ് പാർട്ണർഷിപ്പ് (PPP) മോഡലിലാണ് വിഭാവനം ചെയ്തിരിക്കുന്നത്. പ്രസ്തുത പദ്ധതി നടപ്പിലാക്കുവാനായി ഒരു ഇ ടെണ്ടർ വിളിക്കുകയും തത്ഫലമായി ജി.വി.കെ. ഇ.എം.ആർ.ഐ എന്ന കമ്പനി നടത്തിപ്പാവകാശം

			<p>നേടുകയും ചെയ്തു. ടെണ്ടർ വ്യവസ്ഥകൾ പ്രകാരം പ്രസ്തുത കമ്പനി വാഹനങ്ങൾ വാങ്ങിയും, വ്യവസ്ഥകൾ പ്രകാരമുള്ള ഉപകരണങ്ങൾ വാഹനങ്ങളിൽ ഘടിപ്പിച്ചും, ടെണ്ടർ പരാമർശ പ്രകാരം യോഗ്യതയുള്ള ജീവനക്കാരെ നിയമിച്ചും, വാഹനങ്ങളുടെ കേടുപാടുകൾ ഉൾപ്പെടെ എല്ലാം പരിഹരിച്ച് പ്രവർത്തനം നടത്തുന്നതിന് പ്രതിമാസം ഒരു നിശ്ചിത തുക പ്രസ്തുത കമ്പനിക്ക് നൽകിവരുന്നു. ടെണ്ടർ പ്രകാരം നിലവിൽ ബാധകമായ എല്ലാ ആനുകൂല്യങ്ങളും ജീവനക്കാർക്ക് നൽകേണ്ടതാണ്. ജീവനക്കാർ എല്ലാം തന്നെ ജി.വി.കെ. ഇ.എം.ആർ.ഐ എന്ന കമ്പനിയുടെ കീഴിൽ പ്രവർത്തിക്കുന്നവരാണ്. പ്രസ്തുത ജീവനക്കാർക്ക് കേരളത്തിൽ നിലവിലുള്ള എല്ലാ തൊഴിൽ നിയമങ്ങളും ബാധകമാണ്. പദ്ധതി നടത്തിപ്പ് കമ്പനി സംസ്ഥാനത്ത് നിലവിലുള്ള എല്ലാ തൊഴിൽ നിയമങ്ങളും പാലിച്ച് ജീവനക്കാരെ നിയമിച്ച് ടെണ്ടറിൽ പരാമർശിച്ചിരിക്കുന്ന വ്യവസ്ഥകൾക്ക് അനുസൃതമായി പ്രവർത്തിക്കണമെന്നുള്ളതാണ് പ്രസ്തുത കമ്പനിയുമായുള്ള കരാർ. അപ്രകാരം വാഹനം സർവീസ് നടത്തുന്നതിനാണ് കേരള മെഡിക്കൽ സർവീസസ് കോർപ്പറേഷൻ ലിമിറ്റഡ് ഒരു നിശ്ചിത തുക പ്രതിമാസം കമ്പനിക്ക് നൽകിവരുന്നത്. ജീവനക്കാരുടെ ശമ്പളവും മാറ്റാനുകൂല്യങ്ങളും എല്ലാം തന്നെ പ്രസ്തുത കമ്പനിയുടെ ഉത്തരവാദിത്വമാണ്.</p>
(ഡി)	ജി.വി.കെ. ഇ.എം.ആർ.ഐ. എന്ന ഹൈദരാബാദ് ആസ്ഥാനമായുള്ള കമ്പനിക്ക് ആംബുലൻസ് സേവന നടത്തിപ്പ് കരാർ നൽകിയതിന്റെ വിശദാംശങ്ങൾ വ്യക്തമാക്കാമോ; കരാർ രേഖയുടെ പകർപ്പ് ലഭ്യമാക്കാമോ;	(ഡി)	108 ആംബുലൻസ് പദ്ധതി നടത്തിപ്പിന് ജി.വി.കെ. ഇ.എം.ആർ.ഐ എന്ന കമ്പനിയുമായി കേരള മെഡിക്കൽ സർവീസസ് കോർപ്പറേഷൻ ഏർപ്പെട്ടിരിക്കുന്ന കരാറിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർത്തിരിക്കുന്നു.
(ഇ)	ഈ കമ്പനിയുമായി കരാർ കാലാവധി അവസാനിച്ചിട്ടുണ്ടെങ്കിൽ പിന്നീട് ടെൻഡർ വിളിച്ചിട്ടുണ്ടോ; എങ്കിൽ ടെൻഡറിന്റെ വിശദാംശങ്ങൾ ലഭ്യമാക്കാമോ;	(ഇ)	<p>പ്രസ്തുത കമ്പനിയുടെ കരാർ കാലാവധി 02/05/2024 ൽ അവസാനിക്കുകയും ശേഷം വിവിധ കാരണങ്ങളാൽ രണ്ട് ഘട്ടങ്ങളിലായി 03.12.2024 വരെ കരാർ കാലാവധി ദീർഘിപ്പിക്കുകയും ചെയ്തിട്ടുണ്ട്.</p> <p>03.12.2024 മുതൽ ഒരു വർഷത്തേക്കോ ഇ-ടെൻഡർ നടപടികൾ പൂർത്തിയാകുന്നതു വരെയോ ഏതാണോ ആദ്യം അത് വരെ കരാർ ദീർഘിപ്പിച്ച് നൽകുന്ന വിഷയം സർക്കാർ പരിശോധിച്ചു വരുന്നു. പുതിയ ടെണ്ടർ വിളിക്കുന്നതിനു വേണ്ടിയുള്ള നടപടിക്രമങ്ങൾ പൂർത്തിയായി വരുന്നു. ആയത് പൂർത്തിയാകുന്ന മുറയ്ക്ക് പുതിയ ടെണ്ടർ ഉടനെ തന്നെ പ്രസിദ്ധീകരിക്കുന്നതാണ്.</p>

(എഫ്)	<p>പ്രസ്തുത പദ്ധതിയുടെ ഭാഗമായുള്ള ആംബുലൻസുകളിൽ അഞ്ച് വർഷം പഴക്കമായതും കൃത്യമായി വാഹനത്തിന്റെ സർവീസ് നടത്താത്തതിനാലും നിരവധി ആംബുലൻസുകൾ എൻജിൻ തകരാറിലായ സാഹചര്യമുണ്ടായിട്ടുണ്ടോ ; ഉണ്ടെങ്കിൽ വ്യക്തമാക്കാമോ;</p>	(എഫ്)	<p>ആംബുലൻസുകളുടെ എൻജിൻ തകരാറിലായ സാഹചര്യം ശ്രദ്ധയിൽപ്പെട്ടിട്ടില്ല.</p> <p>315 BLS ആംബുലൻസുകളാണ് കേരളത്തിൽ ദിവസേന സേവനം നൽകേണ്ടത്. ഈ ആംബുലൻസുകൾ ഏതെങ്കിലും കാരണത്താൽ നിരത്തിൽ സേവനം നൽകാതെ വന്നാൽ കരാർ വ്യവസ്ഥ പ്രകാരം പ്രസ്തുത കമ്പനിയിൽ നിന്നും പിഴ ഈടാക്കുന്നതാണ്. അതിനാൽ കമ്പനി ആവശ്യത്തിന് BACK UP ആംബുലൻസുകൾ വിന്യസിച്ചിട്ടുണ്ട്.</p>
(ജി)	<p>ഈ പദ്ധതി നടപ്പിലാക്കിയപ്പോൾ എത്ര ആംബുലൻസുകൾ സേവനം നടത്തുന്നുണ്ടായിരുന്നു എന്നും നിലവിൽ എത്ര ആംബുലൻസുകൾ സ്ഥിരമായി സേവനം നടത്തുന്നുണ്ടെന്നും വ്യക്തമാക്കാമോ?</p>	(ജി)	<p>ടെണ്ടർ പ്രകാരം 315 BLS ആംബുലൻസുകളാണ് കേരളത്തിൽ ദിവസേന സേവനം നടത്തി വരുന്നത്.</p>

സെക്ഷൻ ഓഫീസർ



കേരളം KERALA

31AA 705204

SERVICE LEVEL AGREEMENT

This agreement is made on this the 3rd day of May 2019 between **GVK Emergency Management and Research Institute** having its registered office at Paigah House, 156-159, Sardar Patel Road, Secunderabad - 500003 hereinafter referred to as "**GVK EMRI**" (which expression shall include its successors and assigns) of the First Part;

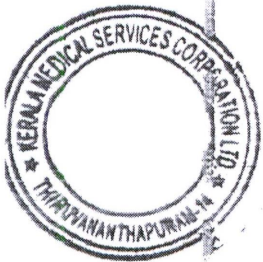
AND

Kerala Medical Services Corporation Ltd having its registered office at Thycaud, Thiruvananthapuram hereinafter referred to as "**KMSCL**" (which expression shall include its successors and assigns) of the Second Part.

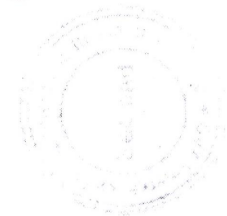
GVK Emergency Management and Research Institute and KMSCL are hereinafter collectively referred to as the "Parties" and individually as the "Party".

WHEREAS

KMSCL intends to provide 24 hours per day and 365 days a year basis Emergency Medical Response Services in the state of Kerala, to ensure timely medical attention in cases of emergencies.



5/6
30.4.2019
GVK Emergency Management
Research Institute, Secunderabad
Telungana
Dr. Dileep Kumar S.R.
Managing Director (V/C)
Kerala Medical Services Corporation Ltd.
Thycaud, Thiruvananthapuram - 14
Dr. Dileep Kumar S.R.
Dr. Dileep Kumar S.R.





കേരളം KERALA

31AA 705206

KMSCL invited Expression of Interest dated 14th November 2018 for developing and operationalizing Kerala Emergency Medical Services Project ("KEMP"). The pre-bid conference was held on 19th Nov 2018 and Request for Proposal was given to all the short-listed bidders.

GVK EMRI Participated in the bid through an application dated 12th December 2018 to provide the Emergency Medical Response Services as per the terms of the Request for Proposal.

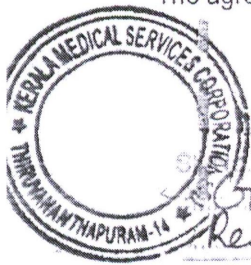
GVK EMRI was qualified as the successful bidder and KMSCL appointed GVK EMRI to implement Kerala Emergency Medical Services Project (KEMP) in the State.

The Board of the KMSCL authorized KMSCL to enter into this Agreement with **GVK EMRI**, all annexure to this agreement form an integral part of the agreement.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. PERIOD OF AGREEMENT

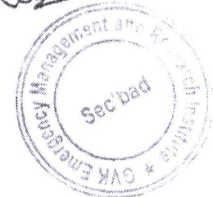
The agreement shall be for a period of 5 (Five) years subjected to annual performance review every year.



518 Date 30.4.2019
GVK Emergency Management
Research Institute, Secunderabad
Telungana
Sumadevi

Dr. DILEEP KUMAR S.R.
Managing Director (I/O)

Kerala Medical Services Corporation
Ground P.O. Thiruvallur



2. OBJECTIVES

The Parties acknowledge that the main objective of this Agreement is to provide comprehensive emergency response services to the entire population of Kerala in Pursuant to this objective. GVK EMRI shall develop and operationalize the Emergency Response Services to the entire population of Kerala thereby providing comprehensive range of services extending through both pre and in hospital emergency medical services.

The parties shall endeavor to ensure that the operations under KEMP are open and transparent and strictly as per the requirements of KEMP.

3. RESPONSIBILITIES OF GVK EMRI

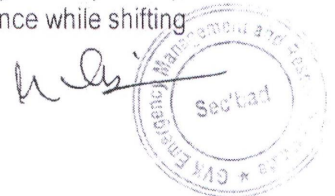
GVK EMRI shall carry out all the activities specified as follows.

1. GVK EMRI shall source/procure and provide ready to use 315 Basic Life Support Ambulances. The specifications of Basic Life Support Ambulances are as per the details provided in Appendix - I.
2. The Basic Life Support Ambulances shall be duly insured and equipped to provide Emergency Response services to the needy people requiring pre-hospital care.
3. GVK EMRI shall establish and operate Emergency Response Services in entire districts of Kerala without levying charges from the distressed. The Service shall be provided as per the Standard Operational Protocol which shall be submitted by GVK EMRI and approved by KMSCL.
4. GVK EMRI shall provide technological, leadership, administrative and managerial support in an open and transparent manner to produce mutually agreed outcomes.
5. GVK EMRI shall develop a suitable single seamless solution including Computer Technology Integration, Voice logger system, Geographic Information systems (GIS) maps, Geographical positioning systems (GPS), Automatic vehicle Location Tracking (AVLT) Computer Aided Dispatch (CAD) and mobile communication systems.
6. GVK EMRI shall provide the Application Software and hardware components for KEMP. GVK EMRI shall also update the software periodically as per requirement/suggestions made by KMSCL.
7. GVK EMRI shall provide a mirror software application at the server space provided by KMSCL. Necessary customization to generate reports for analyzing the performance of GVK EMRI to be made in the software to the satisfaction of KMSCL.
8. GVK EMRI shall serve as a vital emergency management information and assistance resource. GVK EMRI shall also raise societal awareness of, and capability in, Emergency Management and Response mechanisms and thus save lives and reduce the economic impact to the citizens, firms and the government through appropriate awareness, education and capacity building programs as specified by KMSCL time to time.
9. GVK EMRI shall operate the ambulances and ensure that ambulance services are available on a 24 x7 and 365 days a year basis to the people of Kerala without any charges being levied from the public. The ambulances shall reach the required spot within 15 minutes in urban areas. 20 minutes in rural areas and 30 minutes in difficult terrain areas.
10. GVK EMRI shall recruit, train and position the required man power, including Pilots (drivers), and Emergency Medical Technicians [EMT] who will be present in the ambulance while shifting an emergency case to the hospital.



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DR. DILDEEP KUMAR S.R.
Managing Director (I/O)
Kerala Medical Services Corporation Ltd.
Thiruvananthapuram - 14



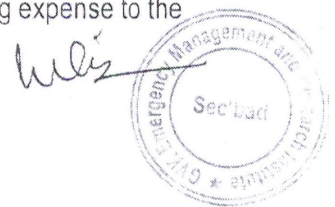
11. GVK EMRI ensure that in every ambulance operated under KEMP, at least one Pilot and one EMT shall be present at any given point of time to provide patient-stabilization, first-aid and other pre-hospital care.
12. GVK EMRI shall ensure that vehicles and equipments are maintained in good condition.
13. GVK EMRI shall provide daily (operational), monthly administrative reports and quarterly invoice statements to KMSCL.
14. GVK EMRI shall attend periodical review meetings held by the Government or KMSCL. (physically or virtually) for the assessment of the operationalization of the scheme.
15. GVK EMRI shall make all attempts to attend every emergency call that is received at the Emergency Response Center.
16. GVK EMRI shall liaise with various departments and agencies of the Government in concurrence with KMSCL to facilitate easy and early establishment of Emergency Response Center by allotting toll free for every districts. GVK EMRI shall also liaise with all the service providers of landline and mobile phones to terminate the toll free call made from their network to the Emergency Response Center.
17. GVK EMRI shall strive for continuous improvement in emergency management through strategic partnerships, innovative programs, and collaborative policies in concurrence with KMSCL.
18. GVK EMRI shall undertake applied research assignments in implementing Emergency Response Services in the field.
19. GVK EMRI shall provide awareness building about the KEMP across the state.
20. GVK EMRI shall provide arrangements with telecom service providers to route the calls through a common number.
21. GVK EMRI shall design, develop, operate and maintain the Emergency Response Center and all requirements including refurbishing, renovation, equipment etc shall be managed by GVK EMRI
22. GVK EMRI shall continue to maintain professional, transparent and ethical management culture to provide emergency response services.
23. GVK EMRI shall update the details of the employees working in control room/ambulances to KMSCL and details of all new employees joining and employees leaving GVK EMRI Shall be updated periodically.

4. RESPONSIBILITIES OF KMSCL.

1. KMSCL will provide a premise of 5609 sq. ft. of carpet area at Thejaswini building 4th floor Technopark for setting up the Emergency Response Center (control room).
2. List of Assets in control room are given in Annexure XX
3. KMSCL will provide GVK EMRI with a mobilization advance, an amount equivalent to the operational expense offered for a quarter. This advance will be given against a bank guarantee of equal amount after execution of this agreement. It shall be ensured by the successful bidder, that either a valid agreement regarding the mobilization of ambulance or order copy for procuring ambulance while claiming the mobilization advance. This amount will be deducted in four equal installments from the amount payable against the quarterly operating expense to the



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DR. DILDEP KUMAR S.R.
 Managing Director (I/C)
 Kerala Medical Services Corporation Ltd.
 Regional P.O., Thiruvananthapuram - 14



successful bidder over a period of one year

4. KMSCL will provide ambulance stations for the ambulances running 24x7, in suitable health care institutions.
5. Undertake to coordinate with the concerned authorities in the Police, Fire, Transport and other departments to issue appropriate instructions to the field officers of these departments for making available required assistance and resources.
6. Undertake to provide appropriate physical and legal protection to all the staff engaged in the provision of Emergency Response Services, while discharging their legitimate duties.
7. Take up with Government to issue suitable administrative instructions to the field officers of all relevant departments in the government, so as to prevent diversion of the ambulances for any purposes other than as described in this agreement.
8. Provide statutory framework to enable efficient response to emergencies and establish policies and procedures that enhance better co-ordination among the multiple government departments and agencies.
9. KMSCL reserves the right to examine any vehicles/control room any time by the designated officials of KMSCL or senior officials of NHM/DHS.
10. Promote research in academic institutions to improve emergency response mechanisms.
11. Promote public awareness in emergency response through various state agencies and departments.
12. Provide the data pertaining to hospitals, police stations and fire service stations.
13. Liaison with TRAI to issue instructions to the telecom service providers to route the calls through a common number.
14. KMSCL shall convene and hold a committee at the state level under the patronage of the Health Secretary to monitor the commissioning and operations of KEMP and shall include following members.

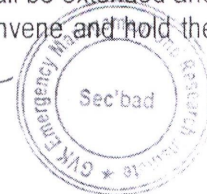
Secretary, Health – Chairman
Managing Director, KMSCL, – Nodal officer State
Mission Director-NHM– Member Director of Medical
Education – Member Director of Health Services –
Member
State Programme Manager-NHM General
Manager, KMSCL – Convener
State Health Transport Officer, DHS – Member Two
Nominees of GVK EMRI – Members

The committee shall meet once in 6 months and evaluate the activities at the districts, and recommend any changes / suggestions / modifications required at each district.

In addition, there shall be district level committee at all districts where the project shall be extended and it shall be the responsibility of the District Health and Family Welfare Society to convene and hold the



For Sec'y
DR. DILEEP KUMAR SR.
Managing Director (D/C)
Kerala Medical Services Corporation Ltd.
Thiruvananthapuram - 11



respective committee which shall have the following members

District Collector – Chair Person
District Medical Officer – Vice Chairman
District Programme Manager - Convener
Superintendent of Police – Member Regional
Transport Officer-Member Representative of
KMSCL
One Nominee of GVK EMRI – Member

5. SCOPE

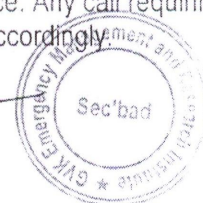
GVK EMRI shall set up the Emergency Response Centre ("ERC" or "Control Room"), for running Basic Life Support Ambulances ("BLSS") all over the State of Kerala using 315 ambulances to provide 24 hours per day and 365 days a year basis pre-hospital emergency response services accessible to all through a 24-hour toll-free number or mobile App ("Emergency Response Service" or "Services"). GVK EMRI shall use latest technology and skilled manpower to perform Services.

6. EMERGENCY RESPONSE CENTER OR CONTROL ROOM

1. GVK EMRI shall set up Emergency Response Center within 90 days of signing the agreement.
2. The control room shall be designed, developed, operated and maintained by GVK EMRI and all requirements, including refurbishing, renovation, equipment etc would be managed by GVK EMRI.
3. GVK EMRI shall operate Emergency Response Center for 24 hours through a dedicated toll free/ Mobile App. A three digit telephone number
GVK EMRI shall provide necessary facilities to handle a minimum of 10,000 calls per day and minimum 1000 trips per day. Emergency Response Center will receive emergency call of the nature of medical, police and fire fighting service.
4. GVK EMRI shall procure and utilize Geographic Information System (GIS) maps, Global Positioning System (GPS) / Automatic Vehicle Location Track (AVLT), Computer Aided Dispatch (CAD), all the other necessary hardware/software for computer telephonic integration and Voice loggers.
5. GVK EMRI shall equip all the 315 Basic Life Support Ambulances with Global Positioning System receiver's/ Android devices and with active mobile telephone connections. The mobile service providers shall be preferred in such a way that they have the widest network coverage and GPRS coverage in almost all parts of Kerala.
6. Emergency Response Center shall keep record of the contact numbers and location of the 315 Basic Life Support Ambulances, all hospitals in the vicinity which can provide medical emergency, Trauma care centers, police stations and fire service centers in the area of operation.
7. On receiving call of medical emergency, Emergency Response Center shall communicate with the nearest Basic Life Support Ambulance and the caller, and arrange to take the patient to the nearest hospital depending upon the severity of the patient's condition. On best effort basis, the concerned hospital should be informed in advance. Any call requiring assistance from police or fire fighting authorities shall be transferred accordingly.



S. SILESPITUNAR S.R.
Managing Director (I/C)
Kerala Agricultural Services Corporation Ltd.
Thiruvandipur, P.O., Thiruvananthapuram - 14



8. The Emergency Response Center shall communicate with the Basic Life Support Ambulance by means of voice as well data. The data includes the destination name, landmark and other relevant information shall flash on the monitor of the device/Android device provided in the ambulance. It shall also display the map and the shortest route to the destination shall be highlighted on the map.
9. The ambulance shall have equipments to update the status of the call to the Emergency Response Center by the crew of the ambulances. It shall catch the start time, spot reach time, hospital reach time and base reach time.
10. GVK EMRI shall provide Un-interrupted power supply facility to the Emergency Response Center to provide un-interrupted services.
11. GVK EMRI shall provide redundant systems for all the important components including voice logger, call taking, vehicle dispatch, etc to provide hassle free 24 hours per day and 365 days a year basis emergency medical services.
12. There should be provision for at least 70 Emergency Response Officers (ERO's) to work in a shift seating arrangements and cubicle should be made in accordance with this number.
13. There should be sufficient seating arrangements for the supervisors and Managers who are working in each shift.
14. All the hardware, software and manpower should be arranged expecting a minimum of 10,000 calls and 1000 trips per day.
15. Surveillance camera must be fitted in areas as prescribed by officials of KMSCL and the access must be provided to KMSCL.
16. Sufficient cabin and cubicles must be provided to KMSCL officials/Employees in the control room.
17. Access permission to enter anywhere must be provided to designated officers of KMSCL.
18. Designated officials of KMSCL reserves the right to visit and inspect the control room and inspect registers/documents related to the operation of the project.

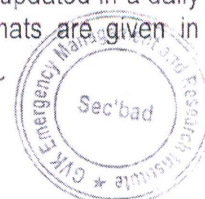
7. BASIC LIFE SUPPORT AMBULANCES

1. Each Basic Life Support Ambulances shall have one (1) driver and one (1) Emergency Medical Technician (EMT).
2. 315 Basic Life Support Ambulances shall be sourced / procured by GVK EMRI.
3. GVK EMRI shall maintain two log books. First log book (Vehicle log book) shall contain details of starting kilometer and time, closing kilometer and time on every journey, destination place and purpose with details of case. The other log book (patient log book) shall contain the summary of patient case details, the consumables and medicines used for every patient and the details of medication and procedures performed in a day to day basis. These shall be authorized by a responsible person of GVK EMRI. The formats are given in Annexure C
4. GVK EMRI shall maintain a stock register book and status register book. The stock register contains the quantity of all the medicines, consumables and equipments available in the Ambulance and used details. The expiry dates of medicines and equipments working status shall be entered and updated into Status register and shall be authorized by a responsible person of GVK EMRI every month. In the stock register the quantities of medicines and consumables and in the status register the status of equipments shall be updated in a daily basis. The medicine expiry dates shall be updated monthly. The formats are given in



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Dr. DILEEP KUMAR S.
Managing Director (I/C)
Kerala Medical Services Corporation Ltd.
Thiruvananthapuram, Kerala

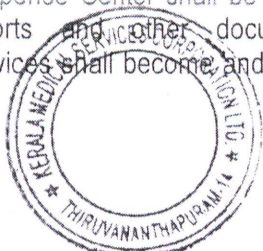


Annexure C

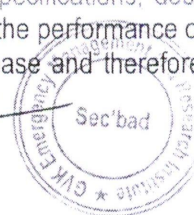
5. GVK EMRI shall implement patient consent form and patient report form.
6. GVK EMRI shall ensure to include the following duties of Emergency Medical Technician.
 - i. Checks the functioning of all the equipments daily and are updated on the stock register.
 - ii. Properly dressed in uniform with clear identity
 - iii. Provide patient stabilization, first aid services and other pre-hospital care during emergency transportation.
 - iv. Maintaining patient log book, patient report form and patient consent form.
7. GVK EMRI shall ensure to include the following duties of Drivers
 - i. Make sure vehicle is roadworthy and carries all statutory documents including driver's license.
 - ii. Properly dressed in uniform with clear identity
 - iii. Be clear about the location of the incident and nearest safe route to take the journey
 - iv. Observe the road traffic rules and regulation.
 - v. Park the ambulance in a safe, suitable position for easy departure.
 - vi. Prepare the para-medics of the nearest designated hospital to receive the patient, opening rear door.
 - vii. Gather the equipment and tools and ensure its proper storage.
 - viii. Assist the Emergency Medical Technician and deal with other casualties as required by the accident
 - ix. Before leaving the incident spot check to make sure all the equipment has been returned to the ambulance.
 - x. Close and secure the rear doors.
 - xi. Ensure a safe, smooth and comfortable journey.
 - xii. Park the ambulance in suitable entrance to shift the patient to the emergency room.
 - xiii. Reporting the call status feedback to the Emergency Response Center.
 - xiv. Always maintain the vehicle logbook.
8. GVK EMRI shall maintain break-down log book for equipments and vehicle separately for all which contains all the break-down and corrective action details.
9. All the break-down and maintenance problems of the vehicle are done by GVK EMRI at its cost.
11. The ambulance shall be washed and cleaned every day. The ambulance interiors are cleaned after shifting every case and every day.
12. The ambulance should be fumigated as per requirement to control infection and repeated whenever necessary.
13. GVK EMRI shall replace at its cost all the missing tools or equipments from the ambulance with tools and equipments of same specification.
14. GVK EMRI shall meet all expenses towards Annual Fitness certification, Maintenance, Minor & Major repairs, replacement of tyres, batteries etc.
15. GVK EMRI agrees to make corrections on the log formats if KMSCL. finds a correction is inevitable during the agreement period.

8. OWNERSHIP

The Basic Life Support Ambulances shall be owned/leased/rented by GVK EMRI and Emergency Response Center shall be operated by GVK EMRI. All final plans, drawings, specifications, designs, reports and other documents or software submitted by GVK EMRI in the performance of the Services shall become and remain the property of KMSCL. Ownership of database and therefore the



[Signature]
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Director (I/C)
Kerala Medical Services Corporation Ltd.
Thycaud P.O., Thiruvananthapuram - 14



intellectual property rights for the database generated shall remain with the KMSCL. GVK EMRI may retain a copy of such documents but shall be governed by the confidentiality obligation under this Agreement.

9. CERTIFICATE OF FITNESS TEST

On or before the completion of two years after the first registration the first statutory Certificate of Fitness has to be obtained from the road Transport Department and this has to be repeated every year after two years of purchase of any public contract vehicle.

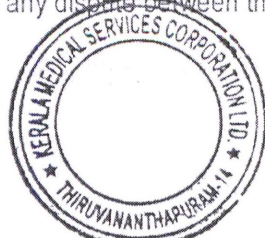
GVK EMRI shall be allowed a period of 10 days relaxation for each vehicles which requires Statutory fitness Test. During this period of 10 days these vehicles which are due for Certificate of Fitness Test will not be included for calculating penalty for 99% uptime.

10. PAYMENT TERMS

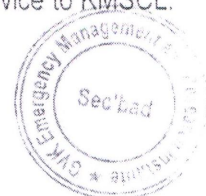
KMSCL shall provide following funds to GVK EMRI:

1. A mobilization advance, an amount equivalent to the operational expense offered for a quarter. This advance will be given against a bank guarantee of equal amount after execution of this agreement. It shall be ensured by the successful bidder, that either a valid agreement regarding the mobilization of ambulance or order copy for procuring ambulance while claiming the mobilization advance. This amount will be deducted in four equal installments from the amount payable against the quarterly operating expense to the successful bidder over a period of one year.
2. GVK EMRI Shall raise the bills for operation at the completion of every quarter and the bill amount will be checked and verified for any penalty if any and the amount will be deducted by KMSCL and eligible amount will be transferred to GVK EMRI account within 10 working days from the date of receipt of the bills.
3. KMSCL shall pay Operational expenses for an amount equal to Rs.2,70,000/- per month/ambulance for operating 150 ambulances 24x7 and Rs1,82,700/per month/ambulance for operating 165 ambulances 12 hours in a day for Year -I.
4. KMSCL shall pay Rs. 15 towards every additional kilometer run by the ambulances. The additional kilometer will be calculated as [(Total distance traveled by all the ambulances throughout the quarter) minus (315 x 1000 x 3)].
5. The space for control room operations will be provided by the Tender Inviting Authority and its rent, electricity, water and all other charges related to the functioning of control room will be paid by the Tender Inviting Authority and will be deducted from the amount payable to the bidder.
6. The payment made for peak hours and off peak hours include the following which has to be met by GVK EMRI.
 - i. Salary of ambulances staff of Emergency technician and driver – 24 hours per day and 365 days a year (Emergency technician to be trained in basic life support system from accredited agency)
 - ii. Maintenance cost of Ambulance / Equipments for 315 ambulances
 - iii. BLS operational costs including fuel for 1000Kms per BLS per month
 - iv. Recruitment, training, and administration etc.
 - v. Cost of consumables required for the operation.
 - vi. Salary of control room employees.
 - vii. Maintenance and operation of call center (to include telephone / power, water A/c and parking charges at Technopark)

In case of any dispute between the Parties, GVK EMRI shall not stop or delay the service to KMSCL.



Signature
DR. DILIP KUNAR S.N.
General Manager (O/Q)
KMSCL - 11, St. Mary's Corporation Ltd.
P.O. Box 11, Thiruvananthapuram - 11



11. SECURITY DEPOSIT

Within 15 days of signing the agreement GVK EMRI shall furnish a refundable interest free performance security for an amount equal to Rs 4,31,73,000 /- (Rupees Four Crore Thirty-One Lakh and Seventy-Three Thousand Only) in the form of Demand Draft payable at Thiruvananthapuram or Bank guarantee issued by a nationalized/scheduled bank located in India, in any form acceptable to KMSCL. and valid for Five years and three months from the date of signing the agreement in favour of Managing Director, KMSCL.

12. TAXES

The Bills for the operational expenses raised shall contain all the statutory taxes applicable, if not, documentation proof for the exemption shall be submitted.

13. INSURANCE & ANNUAL MAINTENANCE CONTRACTS FOR EQUIPMENTS

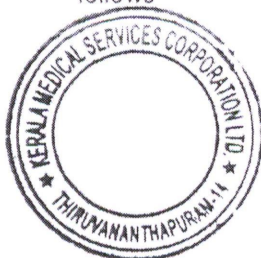
- (i) GVK EMRI shall maintain adequate general liability insurance and insurance cover/s for its personnel engaged in performing services under KEMP. GVK EMRI shall extend insurance cover on back to back basis i.e. as provided by the concerned insurance agency, and shall not be liable for any claim not covered by such an insurance policy. Upon GVK EMRI's request, KMSCL. Shall provide GVK EMRI with necessary support and documents necessary to obtain such insurance covers.
- (ii) GVK EMRI shall insure Emergency Response Center and equipments. GVK EMRI shall cover all equipments in the Emergency Response Center with appropriate Annual Maintenance Contracts provided by original vendors or authorized agents.

14. PENALTY CLAUSE

1. If GVK EMRI fails to start the project in entire districts within 120 days from the receipt of work order an amount of Rs. 10,000/- per day per ambulance is payable as penalty for those ambulances which are non-operational.
2. If the up time of the ambulances are not maintained 99% a penalty amount equal to double the operating expense applicable for the time of the contract for the non performing ambulances will be deducted as given below:

Sl No.	Period of breakdown	Penalty imposed
1	Up to 12 hours	One day opex
2	12 to 24 hours	Two day opex
3	>24 hours	Will be proportionate in accordance to the above slabs.

- (i) GVK EMRI shall maintain an average response time of 15 minutes for urban areas, 20 minutes for rural areas and 30 minutes for difficult terrain areas in a quarter for 80% of the cases. If the average response time for 80% of cases are not maintained a penalty shall be deducted as follows



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Managing Director (I/O)
Kerala Medical Services Corporation Ltd.
P.O. Medical Services Corporation Ltd.
Thiruvananthapuram - 11



% for a Quarter	Deductions
75 – 79.9	5% on the bill raised for the Quarter
70 – 74.9	10% on the bill raised for the Quarter
65 – 69.9	15% on the bill raised for the Quarter
60 – 64.9	20% on the bill raised for the Quarter
55 – 59.9	25% on the bill raised for the Quarter
50 – 54.9	30% on the bill raised for the Quarter
<50	50% on the bill raised for the Quarter

- (ii) GVK EMRI Should make sure that ambulances are moving from the parking location to the spot within 3 minutes from the receipt of call at the control room, 80% of the total calls in a given quarter, the vehicle shall start moving within 3 minutes from receiving the call, if this is not maintained a penalty will be deducted as follows.

% for a quarter	Deductions
80 – 89.9	1% on the bill raised for the quarter
70 – 79.9	2% on the bill raised for the quarter
<70	5% on the bill raised for the quarter

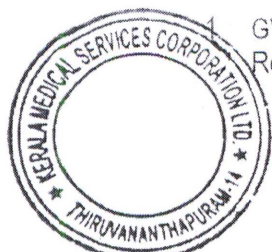
- (iii) This Agreement may be terminated by KMSCL on thirty (30) days written notice to GVK EMRI if a material breach is caused by GVK EMRI of the terms of this Agreement, unless such breach is cured or the service is improved to KMSCL's satisfaction in thirty (30) days after the written notice. The performance security shall be forfeited if the agreement is terminated by KMSCL for the above reason.
- (iv) This Agreement may be terminated by GVK EMRI on one eighty (180) days written notice to KMSCL. If the agreement is terminated during the contract period, and if the termination is not due to any delay or stoppage of payment from KMSCL in thirty (30) days after the written intimation about the matter to the KMSCL. or not due to non-performance of any of the responsibility of KMSCL. mentioned in this agreement, KMSCL. shall forfeit the performance security.
- (v) Upon termination of this Agreement by KMSCL., GVK EMRI shall be entitled to receive all amounts payable under this Agreement receivable by it up to the date of termination.
- (vi) The rights and obligations of either of the Parties which by their nature survive the termination of this Agreement shall not be extinguished by the termination of this Agreement. The termination of this Agreement in any circumstances aforesaid shall also not in any way affect or prejudice any right accrued to either Party against the other prior to such termination.

15. PERSONNEL

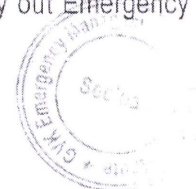
The Parties agree that all manpower resources deployed by GVK EMRI to perform Emergency Response Service shall be the responsibility and liability of GVK EMRI alone and at no point of times shall any of the persons/personnel deployed by GVK EMRI be treated, held or construed as having been employed or offered employment by KMSCL or Government of Kerala.

16. TRAINING

GVK EMRI shall provide necessary training to its personnel to effectively carry out Emergency Response Service.



for signed
Dr. DILEEP KUMAR S.R.
 Managing Director (IC)
 KMSCL, Kerala Medical Services Corporation Ltd.
 Thiruvananthapuram - 11



2. GVK EMRI shall conduct all trainings as per Annexure A.
3. GVK EMRI shall train all their drivers and Emergency Medical Technicians periodically at its expense.
4. GVK EMRI shall set up a training center in the Emergency Response Center.

17. FURNISHING OF INFORMATION

GVK EMRI shall provide details of the Emergency Response Service to KMSCL. in the prescribed format given in Annexure F.

18. CONFLICT OF INTEREST

GVK EMRI agree that any manufacturing or construction firm which is controlled by GVK EMRI or GVK EMRI have a majority interest, shall not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this agreement forms a part.

19. NODAL CONTACT

GVK EMRI shall nominate a nodal person for monitoring and coordinating Emergency Response Service. KMSCL. shall also appoint a nodal person, above or equal to the rank of an officer, for coordinating Emergency Response Service or KEMP and serve as first point of contact for GVK EMRI.

20. CONFIDENTIALITY

GVK EMRI agrees to keep confidential information acquired under this Agreement. Such information may be disclosed to those employees, directors/officers/agents of GVK EMRI who need to know such information for the purposes of carrying out the Emergency Response Service, provided that such employees shall be informed of and subject to such confidentiality obligations. This obligation shall not apply to disclosure of confidential information that is or becomes generally available to the public, or was already known to GVK EMRI prior to the disclosure by KMSCL. disclosure, permitted in writing by KMSCL., required under any applicable laws or governmental regulations or judicial or regulatory process or generally accepted accounting principles applicable to GVK EMRI, any legal action, suit or proceeding arising out of or relating to this Agreement.

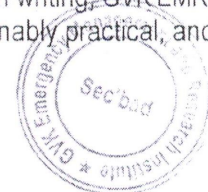
The obligation of GVK EMRI shall survive the termination of this Agreement and shall survive for a period of one (1) thereafter.

21. FORCE MAJEURE

1. GVK EMRI shall not be liable for forfeiture of any of its deposit or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under this Agreement if it is the result of an event of Force Majeure.
2. For purpose of this clause, "Force Majeure" means an event beyond the control of GVK EMRI and not involving the GVK EMRI.'s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the KMSCL. either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, GVK EMRI shall promptly notify KMSCL. in writing of such conditions and the cause thereof. Unless otherwise directed by the KMSCL. in writing, GVK EMRI shall continue to perform its obligations under the Contract as far as is reasonably practical, and



[Signature]
 DR. RAJESH KUMAR S.I.
 Managing Director (I/C)
 KMSCL
 P.O. Thiruvananthapuram - 11



shall seek all reasonable alternative means for performance not prevented by the force majeure event.

22. NON-EXCLUSIVE

The services being rendered by GVK EMRI to KMSCL. under this Agreement shall be non-exclusive in nature, and GVK EMRI shall be free to provide same and/or similar services to other persons.

23. REPRESENTATIONS AND WARRANTIES

The Parties hereto represent and warrant to each other that:

- (i) The Parties are duly formed and validly existing under the respective laws that they are subject to with full power and authority to operate as contemplated in this Agreement.
- (ii) The Parties have full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.
- (iii) This Agreement and each other agreement executed in connection herewith, if any, have been duly executed and delivered by the Parties and constitute legal, valid and binding obligations of such Party, enforceable against the other Party in accordance with the terms.
- (iv) The Parties has obtained and complied with all clearances, permissions, approvals, conditions, notices, requirements etc. that are or have been required, for the due execution and delivery of, and performance under this Agreement.
- (v) Each of the Parties represent that there is no litigation or other proceeding pending or, to the knowledge of each such Party or threatened against such Party or any of its affiliates which, if adversely determined, would materially adversely affect the condition of such Party.
- (vi) All of the representations and warranties made under this section shall survive the execution and delivery of this Agreement and the delivery of services contemplated hereby, and none of the Parties shall take action nor permit action to be taken which would cause any of such representations or warranties to be no longer true or correct in all respects.

24. ACCIDENT CLAUSE

At any point of time during the contract period, if the attached ambulances are out of service then the bidder shall provide alternate ambulances with stipulated branding within 12 hours. All expense towards rectifying and putting back the ambulance into operation is of the responsibility of GVK EMRI.

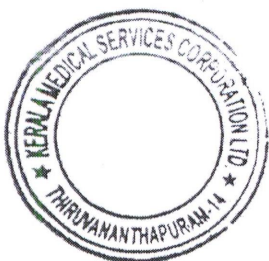
25. NOTICE

Any notice, direction, instruction to be given by one shall be communicated to the other Party either by any mode of written communication or by any verbal mode which shall, unless otherwise agreed by the Parties, be backed up subsequently with the written confirmation.

Notices shall be given, if:

to GVK EMRI:

Attn: Kumar Ramalingam, Vice President
Email: kumar_r@emri.in
Tel: 040-23462303



Dr. Dileep Kumar S.R.
Managing Director (I/C)
Kerala Medical Services Corporation Ltd.
KMSCL, Thiruvananthapuram - 14



to KMSCL.:

Attn: Mr. Dilip Kumar S.R, Managing Director
Email: md@kmscl.kerala.gov.in
Tel: 04712945601

26. COUNTERPARTS

This Agreement may be executed in any number of counterparts by the Parties. Each such counterpart when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Agreement constitutes the entire agreement and understanding among the Parties and supersedes all prior agreements and understandings, oral or written, relating to the subject matter hereof.

27. AMENDMENT

No modification or alteration or amendment to this Agreement shall be valid unless signed by and on behalf of both the Parties.

28. INDEPENDENT PARTIES

It is understood that the each of the Parties are independent entities engaged in the conduct of their own business and this Agreement is on principal to principal basis. This Agreement shall not constitute them as the agent or partner of each other for any purpose whatsoever, and neither Party shall have the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, in the name of or on behalf of the other.

29. ASSIGNMENT

A Party may not assign this Agreement and its rights and benefits hereunder without the approval of the other Party.

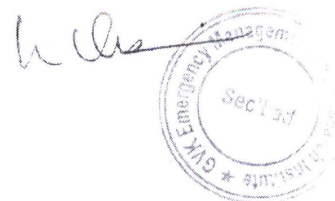
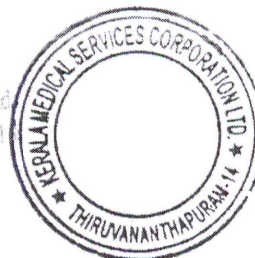
30. ILLEGALITY

The illegality, invalidity or unenforceability of any provision of this Agreement under the laws of a jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

31. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the State and the laws of Govt. of India.

S.R.K.D.
Dr. DILEEP KUMAR S.R.
Managing Director (MD)
KMSCL Corporation Ltd.
Thiruvananthapuram - 1



32. DISPUTE RESOLUTION

The Parties agrees to resolve all disputes arising in connection with this Agreement, on best effort basis, through mutual consultation in good faith. Where the Parties fail to resolve the dispute within 30 working days from the date of dispute, the dispute shall be referred to an arbitrator, the present arbitrator for KMSCL is, Commissioner, Goods and Services Department Government of Kerala.

Each party acknowledges that it has read this agreement, understands and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement among the parties.

IN WITNESS WHEREOF the parties here to set their hands as on the date first above written.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

By:
For and on behalf of KMSCL.

By:
For and on behalf of GVK EMRI

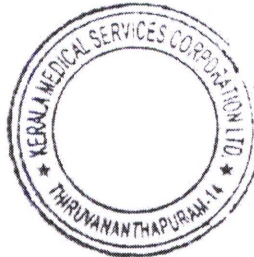
Signature:

Name: Dr. Dilip Kumar.S.R

Desg: Managing Director (incharge)

Mailing Address: DHS Campus Thiruvananthapuram

DR. DILIP KUMAR S.R.
Managing Director (I/C)
KMSCL Services Corporation Ltd.
P.O., Thiruvananthapuram - 14



Signature:

Name: K. Krishnam Raju

Desg: Director

Mailing Address: Devar Yamzal,
Medchal Road, Secunderabad,
Telangana -500078



In the presence of the following witnesses:

1.

2.

Place: Thiruvananthapuram

Date: 3rd May 2019