



उड़ीसा ORISSA

E 855898

AGREEMENT

This agreement made this 9th day of November 2018 between the Government of the State of Odisha represented by the Mission Director, National Health Mission, Odisha (hereinafter called "the Government" which expression shall, where the context so admits, be deemed to include his/her successors in office and assignee) of the one part AND M/s. Ziqitza Health Care Ltd., a limited company and having its registered office at 401/ B, 4th Floor, Niranjana Building, 99 Marine Drive, Mumbai-400002 (hereinafter called "the Service Provider" which expression shall, where the context so admits, be deemed to include its heirs, successors, executors and administrators) of the other part.

Whereas the service provider has agreed with the Government to implement "Integrated Patient Transport and Health Helpline Service" (IPTHHS) (hereinafter called "the Project") in the State of Odisha in the manner set forth in the terms of the Request for Proposal (RFP), Corrigendum and Standard Operating Procedure (SOP) issued or to be issued and as amended from time to time for the said service;

And whereas the Service Provider has deposited a sum of Rs. 8,80,00,000/- (Rupees Eight Crore Eighty Lakhs only), in the form of Bank Guarantee No. 896518BG000390, having validity from 09.11.2018 to 08.11.2019 issued from State Bank of India having branch at Bhubaneswar, before signing of this agreement towards performance security deposit. However, the service provider has agreed to renew the BG in time before expiry of the validity and upto 2 months beyond the date of expiry of contract period.


MD & CEO
ZIQITZA HEALTH CARE LTD.


Mission Director
NHM, ODISHA
H & F.W. Dept., BBSR

29.10.8 800

41512

212424 Helter Co

Zahirul Karim Saha



SHRIJA HEALING CARE LTD
MD & CEO



ଓଡ଼ିଶା ओडिशा ODISHA

K 038384

1. Now these present witnesses and the parties hereto hereby agree as follows: -

- (a) The service provider shall be paid on monthly basis at the rate and in the manner mentioned below towards operation and maintenance cost of different services under this project: -
 - i) Basic Life Support Ambulances (BLS): Rs.24.98 Per KM run
 - ii) Advance Life Support Ambulances (ALS): Rs.24.98 Per KM run
 - iii) Boat Ambulance: Rs.1,25,000.00 Per month Per Ambulance
 - iv) Referral Transport (102 Ambulance): Rs.17.40 Per KM run
 - v) GR & Health Helpline for Doctor: Rs.1,00,000.00 Per Seat /Shift/per Month
 - vi) GR & Health Helpline for Non-Doctor: Rs.10,000.00 Per Seat /Shift/per Month
- (b) In consideration of the payment to be made by the Government, as above, the service provider shall duly implement the project in the manner as agreed on the Request for Proposal (RFP) and Standard Operating Procedure (SOP) to be finalized and shall form part of this agreement.
- (c) Following documents/correspondence undertaken between the parties shall also form part of this agreement-

The Government of Odisha	The Service Provider
1. RFP with reference No. OSH&FWS/01.2018/ IPTHHS floated vide open advertisement No.25/18, dated 10 th July 2018 (Annexure-A)	1. Bid Document
2. Corrigendum to the RFP document	2. Acceptance of award by CEO, M/s. Ziqitza Health Care Ltd., vide Letter No. ZHL /OEMAS / 2018-19/3094, dated 05.11.2018 (Annexure-D)

Mission Director
NHM, ODISHA
H & F.W. Dept., BBSR





MISSION DIRECTOR
BHUANESWAR
ODISHA

SIBARAM SAHOO
STAMP VENDOR CIVIL COURT
Bhubaneswar, No-7/104-1.D.No-52

21.04.2018
27.04.2018
28.10.18

John le Lot

11/4/97



ଓଡ଼ିଶା ओडिशा ODISHA

K 038385

published in the Newspaper vide advertisement No.31/18, dated 2nd August 2018 subsequent to the pre-bid conference (Annexure-B)

3. Award of contract to M/s. Ziqitza Health Care Ltd. vide letter No. 14369, dated 03.11.18 (Annexure-C)
4. Standard Operating Procedure and Protocols once finalized will automatically form part of this agreement.

2. Period of Engagement

The Service Provider will be engaged initially for a period of 5 years from the date of signing of the Contract, which may further be extended by a maximum period of 1 year by the Government, subject to satisfactory performance and on the same terms and conditions of the contract. However, detailed provision for modification or termination from the contract and related liabilities and penalties are stated in subsequent paras.

3. Consideration

- (a) The payment shall be made by the Government only if the service provider shall duly implement the project in the manner aforesaid, observe and keep the said terms and conditions.
- (b) The mode of payment shall be as specified below:

Mission Director
NHM, ODISHA
H & F.M. Dept., BBSR



41496

29.10.8

102

212+72 Hel...

Zabih Kev Sark

DISTRICT TREASURY OFFICE
KHURDA BHUBANESWAR
27 OCT 2018
SIBARAM SARKAR
STAMP VENDOR CIVIL COURT
Bhubaneswar, L.No-7104-I.D.No-52





ଓଡ଼ିଶା ODISHA

K 038386

- (i) Financing of the project shall be on fixed rate reimbursement basis in accordance with the provision of the agreement. Claims or reimbursements for operational expenditure shall be payable on monthly basis on submission of statement of claim and invoice along with supporting documents by the Service Provider. Monthly payment of Ambulance Services under EMAS (108) and RTS (102) shall be based on actual kilometers run as supported by GPS tracking reports or based on Odometer reading from EDS, whichever is lesser. Odometer reading from EDS shall be considered only in exceptional circumstances where the variation in distance covered (kilometer run) in a trip between odometer reading and GPS tracking report is more than 10% due to defunct in GPS device during the course of the trip and which shall be limited to maximum 2% of the total cases completed in a month across the fleet, to be calculated separately for 102 and 108 ambulance services.
- (ii) Payment towards Boat Ambulances Services shall be on fixed monthly contracted rate. Payment towards 104-Health Helpline Service shall be on per seat/shift basis. Penalty, if any, shall be imposed on non-compliance of performance parameters.
- (iii) The payment against all **capital expenditure** incurred by Service Provider (Where it is to be borne by the Government) shall be released upon the procurement and satisfactory commissioning of assets and upon declaration of such capital assets as the properties of the State Government.
- (iv) **Advance financing towards procurement of capital asset:** The Service Provider, shall be provided advance, if required, only towards procurement of capital asset (i.e.CAPEX) under the project against 100% Bank Guarantee separately (other than

Mission Director
NHM, ODISHA
H & F.W. Dept., BBSR



41495

29.10.80

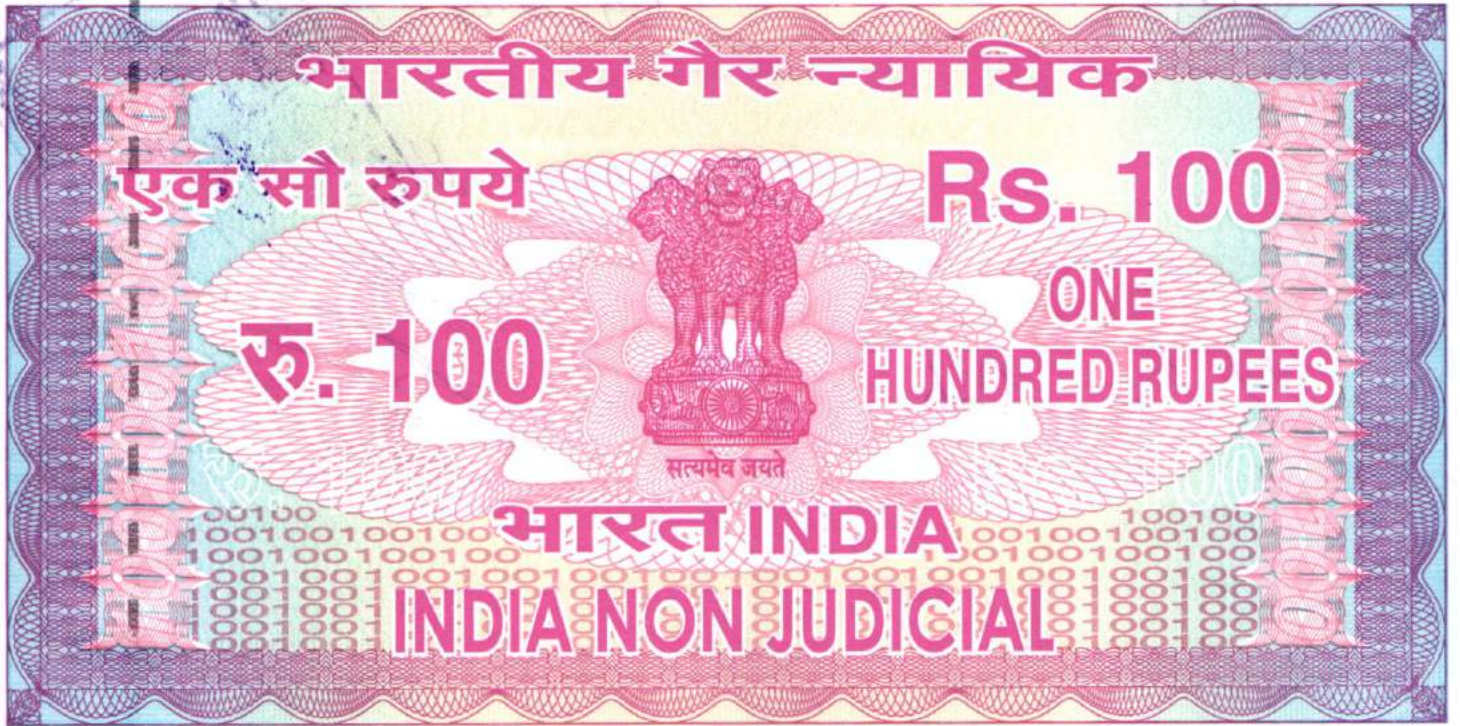
21.2+24 Helle

21.2+24 Helle



RECEIVED
29.10.80





ଓଡ଼ିଶା ओडिशा ODISHA

K 038387

performance security). Advance financing towards CAPEX shall be limited to of Rs 15.00 crores at any given point time. This advance shall be adjusted against claim for CAPEX. While requesting for advance financing, service provider shall produce sufficient evidence justifying the CAPEX requirement.

4. Operational Parameter and Penalty Clauses

As per the RFP

5. Quantification of Penalty

In addition to the recourses available under RFP for termination or suspension of agreement and forfeiture of performance security, wherever applicable, the service provider shall be liable for penalty for non-performance or non-compliance of the terms and conditions as set out in the RFP document, which includes and not limited to-

- (i) Implementation timeline
- (ii) Average Response Time
- (iii) Eligible Call Attended
- (iv) Off Road
- (v) Minimum number of cases and Kilometer per day per ambulance
- (vi) Default found during periodic inspection
- (vii) Premature termination or suo-moto abandonment by the service provider
- (viii) Call Centre downtime, Average Calls attended by each call taker, Availability of Call taker (for Grievance Redressal & Health Advice Helpline (104))
- (ix) Call Centre Service level Target

Mission Director
NHM, ODISHA
H.A.F.W. Dept., BBSR



41499

79.10.18

21.04.18

DISTRICT TREASURER
BHUBANESWAR
21.10.2018
SIBARAM SAHOO
STAMP VENDOR CIVIL COURT
Bhubaneswar, L.No-7/04-I.D.No-52

Sahar Kumar Sub

RECEIVED
21.10.2018
DISTRICT TREASURER
BHUBANESWAR





ଓଡ଼ିଶା ଆରବିଟ୍ରିଆ ODISHA

K 038388

6. Arbitration

- (a) Any unresolved dispute or difference whatsoever arising between the parties to this Agreement out of or in relation to the construction, meaning, scope, operation or effect of this Agreement or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by the Secretary to Government, Department of Health and Family Welfare, Government of Odisha. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made thereunder shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or reenactments thereof.
- (b) The arbitration shall be conducted in Bhubaneswar, Odisha, India. The arbitration shall be conducted in English and all written documents used during the arbitration shall be in English. The Award shall be speaking Award.
- (c) The parties agree that any decision for Award of any Arbitral Tribunal pursuant to this clause shall be a domestic award and final, conclusive and binding upon the parties and any person affected by it. The parties also agree that any court of competent jurisdiction may enforce any arbitration award rendered pursuant to this clause.
- (d) During any period of arbitration, there shall be no suspension of this Agreement.
- (e) The parties specifically agree that any arbitration shall be pursuant to clause above and Indian Law governs the clause.

Mission Director
NHM, ODISHA
H.A.F.W. Deptt., BBSR



41493

29.10.8

212TH Helipad

Subash Kumar Saha

SIBARAM SAHOO
STAMP VENDOR CIVIL COURT
Bhubaneswar, L.No-7104-I.D.NO-52





ଓଡ଼ିଶା ODISHA
7. Force Majeure

K 038389

Mission Director
NHM, ODISHA
H & F.W. Dept., BBSR

- (a) This being an emergency response service, the Agency shall not be allowed to suspend or discontinue the service during occurrences of Force Majeure events. A suspension of or failure to provide service on the occurrence of a Force Majeure event will be an Event of Default unless the Force Majeure event is of such nature that it completely prevents the operation of ambulances for any reason in any area.
- (b) The failure of Service Provider to fulfill any of its obligations under the agreement shall not be considered to be a default in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event:
- (i) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of the agreement, and
 - (ii) Has informed the other party as soon as possible about the occurrence of such an event.
- (c) If Performance Standards are not complied because of any major breakdown to ambulance vehicles or any of the Project Facilities or non-availability of project staff, or inability to provide services in accordance with the Performance Standards as a direct consequence of such Force Majeure Events then no penalty shall be applicable for the relevant default in Performance Standards.
- (d) Government agrees to reimburse the cost of repair or replacement of any ambulance or equipment, owned by State Government, which is damaged as a direct consequence of a



41492

24.10.28

21.2+24 Hcht

Sobach ka Sark

[Signature]

SIBARAM SAHOO
STAMP VENDOR CIVIL COURT
Bhubaneswar, L.No-7104-I.D.No-52

DISTRICT
Bhubaneswar
2.10.28

RECEIVED
MISCELLANEOUS
JAN 1 1929

[Circular Stamp]
JAN 1 1929



ଓଡ଼ିଶା ओडिशा ODISHA

K 038390

Force Majeure event, to the extent that such cost was not covered by the relevant insurance policies that were obtained by the Service Provider.

- (e) On the occurrence of any Force Majeure Events or implementation of any disaster management operations or law and order emergencies, Government may give instructions to the Service Provider including requiring deployment of certain number of Ambulances in specific locations, in such circumstances, the Service Provider shall comply with such instructions and will be excused from adherence to relevant performance standards.

8. Monitoring and Evaluation

- (a) There shall be following committees with defined role and responsibility to ensure smooth implementation, operation and monitoring of the project;
- i) State Steering Committee
 - ii) State Procurement Committee
 - iii) State Management Committee
 - iv) District Level Monitoring Committee
- (b) Service Provider shall provide access to online data to facilitate online monitoring on a continuous basis. Service Provider shall also give login rights to the designated officials of NHM and Department for online monitoring and evaluation. Service Provider shall also provide hardware and software, if required, at the office of MD, NHM for online monitoring of the services.

Mission Director
NHM ODISHA
H & F.W. Dept., BBSR



41491

27.10.08 102

21.24m Health

24.04.08 102

[Signature]

SIBARAM SAHOO
STAMP VENDOR CIVIL COURT
Bhubaneswar, L.No-7104-I.D.no-02

DEPT. OF TREASURY
Bhubaneswar, Odisha
27.10.08





ଓଡ଼ିଶା ओडिशा ODISHA

K 038391

- (c) The services and records of the service shall be subject to inspection by designated officer(s) of Department/NHM.
- (d) Government reserves the right to evaluate the performance of the Service Provider as well as the project annually by a third party.

9. Schedule of Implementation of the Project

- (a) EMAS (108 Ambulance) is operational since May 2013 and managed by an Agency selected through a competitive bidding process. The winning bidder has to start and operationalize the services across all districts within 6 months from the date of signing of the Contract without any interruptions to the current operations. Government shall facilitate handover of all the assets including IT and hardware infrastructure to the winning bidder as per the transition plan finalised in consultation with the department.
- (b) 24x7 Referral Transport System (102-Ambulance) is being operated through a Centralized Call Centre managed and run by an Agency selected through a competitive bidding process. This service is presently available across the state and can be availed dialing a toll free three digit number "102" from anywhere in the state. The incoming Service Provider is required to takeover operationalize the service across all districts within six months from signing of the Contract. *The Agency has to either procure or hire the vehicle from the third party for RTS of desired specification. Government shall not incur any cost towards the cost of the Vehicle under RTS. However, all the services shall be controlled and operated from the centralized call centre owned and funded by Government of Odisha To avoid disruption to the present operation, Service Provider shall develop a transition plan*

Mission Director
NHM, ODISHA
H & F.W. Dept., BBSR



Signature

41490

29.10.8 100

21/10/84

[Signature]

Debit kws Sub

SIBARAM SAHOO
STAMP VENDOR CIVIL COURT
Bhubaneswar, L.No-7104-L.D.No-52





ଓଡ଼ିଶା ODISHA

K 038392

and finalise the same in consultation with the department. The implementation should be completed within six months of signing the Contract.

- (c) Department is in the process of acquisition of six Boat Ambulances. Which shall be made operational in six locations. Boat Ambulances shall also be handed over to the incoming Agency for its operation and management.
- (d) **Health Helpline Services** is presently operational through a centralized call centre owned and managed by the same Service Provider running 24x7 Referral Transport System (i.e. 102 Ambulance) under the same contract. The incoming Service Provider shall establish the Helpline Call Centre as part of the Centralised Call Centre and make it operational within 6 (six) months form signing of the contract.
- (e) The new Agency (Winning Bidder) shall expand the capacity of the existing facility of the Government at IDCO Tower, Bhubaneswar and develop an integrated enhanced Centralized Call Centre and Control Room facility to accommodate both 24x7 RTS (102 Ambulance) and Health Helpline Service (104) in addition to existing EMAS (108 Ambulance Service).

10. Termination or Suspension of Agreement

- (a) The Government may, by a notice in writing suspend the agreement, for a period as decided by the Government (but for a maximum period of 6 months), if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:

Mission Director
NHM, ODISHA
H & F.W. Dept., BBSR



41489

27.12.82

212424 Health

Sahadeo cw Deb

[Handwritten signature]

SIBARAM SAHOO
STAMP VENDOR CIVIL COURT
Bhubaneswar, L.No-7104-I.D.No-52

DISTRICT JUDGE
Bhubaneswar
7 OCT 1982
APOL TO THE DISTRICT JUDGE





ଓଡ଼ିଶା ODISHA

K 038393

(i) Shall specify the nature of failure, and

(ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.

(b) In case of suspension, Government could depute its officer(s) at the Call Center/Office of Service Provider at Bhubaneswar to oversee and manage the operations of the project. All operations of the project shall then be handled by the personnel/officials, so deputed, to address the issue(s). During the suspension period, Service Provider shall have no right to intervene in the operation and management of the project. Once issues are addressed/resolved, it shall be handed back to the Service Provider. In case of taking over of the operations, Government shall not be liable for any loss incurred by Service Provider during and after the suspension period.

(c) During the suspension period, Government reserves the right to terminate the agreement by giving 30 days notice period.

(d) The Government after giving 30 days clear notice in writing, expressing the intension of termination by stating the ground/grounds on the happening of any of the events (i) to (iv), may terminate the agreement after giving reasonable opportunity of being heard to the service provider.

(i) If the service provider does not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Government may subsequently approve in writing.

Mission Director
NHM, ODISHA
H & F.W. Deptt., BBSR



41488

29.10.18

210224 Heli

Sub. to Sub

[Signature]

SIBARAM SAHOO
STAMP VENDOR CIVIL COURT
Bhubaneswar, L.No-7104-I.D.No-52

DISTRICT JUDGE
Bhubaneswar
21 OCT 1918





ଓଡ଼ିଶା ओडिशा ODISHA

K 038394

(ii) If the service provider becomes insolvent or bankrupt.

(iii) If, as a result of force majeure, service provider is unable to perform a material portion of the services for a period of more than 60 days: or

(iv) If, in the judgment of the Government, the service provider is engaged in corrupt or fraudulent practices in implementation of the project.

(e) In the event of premature termination of the contract by the Government on the instances other than non-fulfillment/ non-performance of the contractual obligation by the Service Provider, the balance remaining un-paid amount on account of capital expenditure as on the day of termination shall be released within six months from the date of such termination.

(f) Government reserves the right to partially terminate (one or more services) the contract.

(g) In case of premature termination or suo-moto abandonment of the contract/project by the service provider, the service provider shall be penalized for the default. While applying this penalty, in addition to the forfeiture of the performance security, the Government may appropriate towards the penalty, the balance remaining unpaid on account of capital expenditure as on the day of suo-moto abandonment by the service provider to recover the damage sustained due to abandonment.

(h) In case of termination, Service Provider will continue operations on existing terms and conditions till a maximum period of six months from the date of termination or date of handing over of complete operations including assets to a new Agency whichever is

Mission Director
NHM, ODISHA
H & F.W. Dept., BBSR



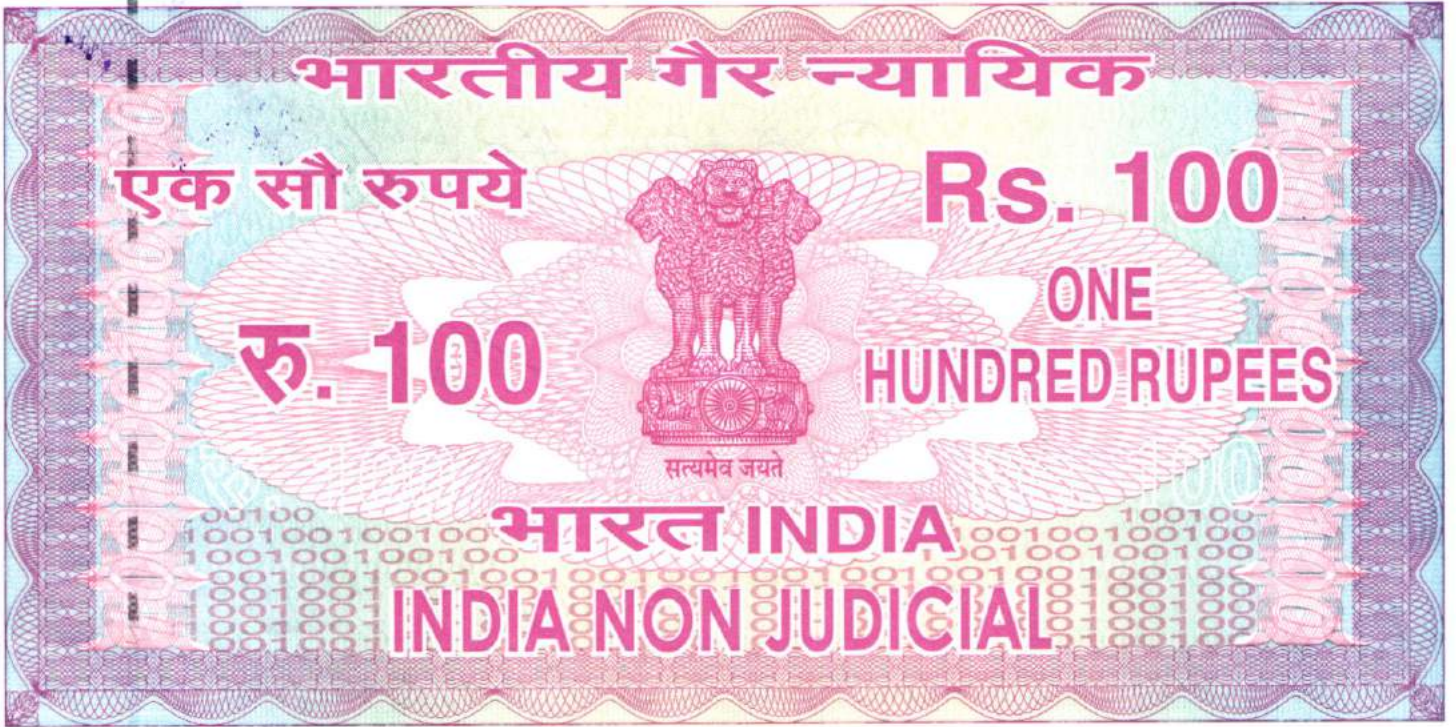
41487

29.10.08 10

212424 Heta am

Sahab am Sib

STRICT TREASURY
KHURDA, BHUBANESWAR
7 OCT 2008
ADDL. TREASURY
SIBARAM SAHOO
STAMP VENDOR CIVIL COURT
Bhubaneswar, L.No-7104-I.D.No-52



ଓଡ଼ିଶା ओडिशा ODISHA

K 038395

earlier. All assistance should be provided by the existing service provider in handing over of all assets, licenses, and right to use the software etc. to new vendor without any extra cost to the Government as per directions of TIA.

11. Forfeiture of Security Deposit

The security deposit is for due performance of the agreement. The Government in the following circumstances can forfeit it: -

- (i) When any terms or conditions of the agreement are violated/ infringed.
- (ii) When the service provider fails in providing the services satisfactorily.

12. Modifications

Modifications in terms of reference including scope of the services can only be made by written consent of both the parties. However, basic conditions (such as contracted rates and those conditions which materially affect the contract), of the agreement shall not be modified.

13. Saving Clauses

In the absence of any specific provision in the agreement on any issue the guidelines issued/to be issued by the Mission Director, NHM, Government of Odisha shall be applicable.

Mission Director
NHM, ODISHA
H & F.W. Dept., BBSR



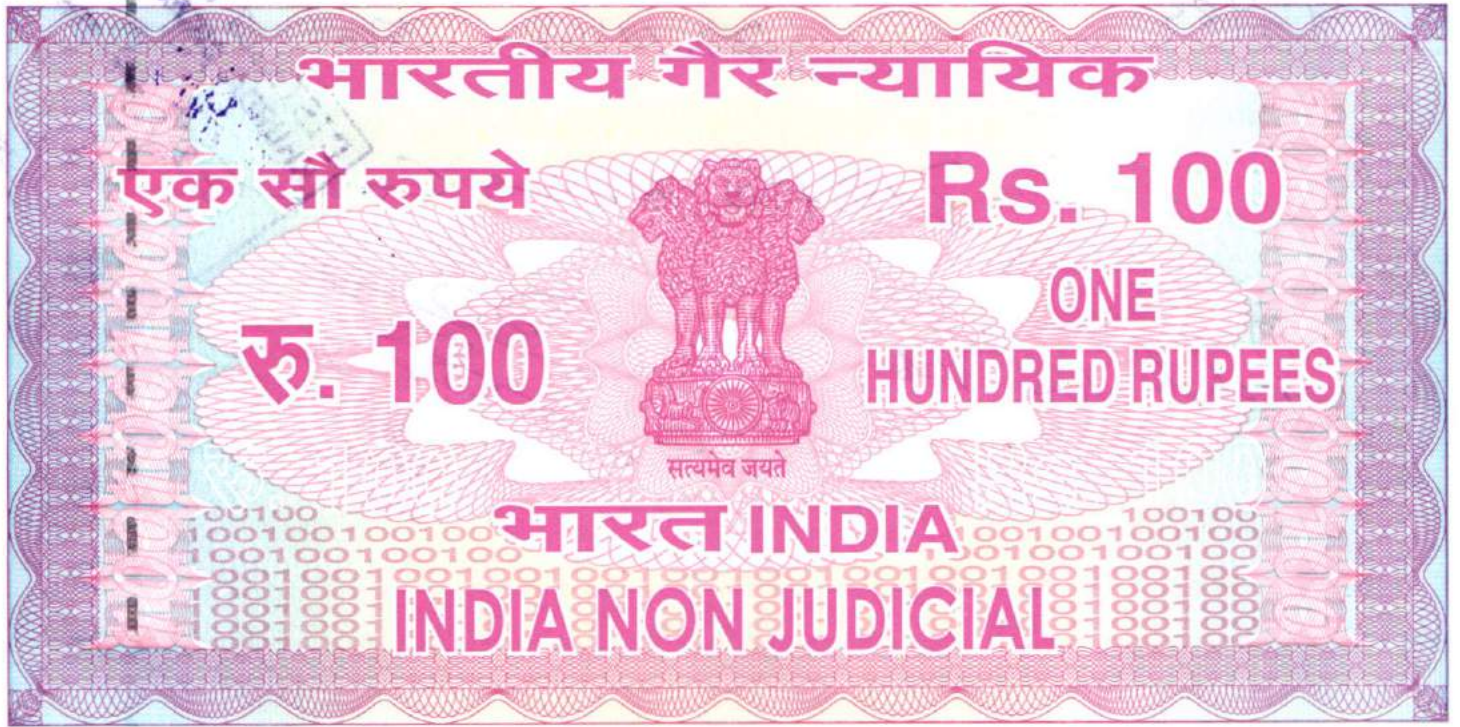
41482

29.16.18 100

210424 Heta

Sahar or Sub





ଓଡ଼ିଶା ओडिशा ODISHA
14. Settlement of Dispute

K 038396

If any dispute with regard to the interpretation, difference or objection whatsoever arises in connection with or arises out of the agreement, or the meaning of any part thereof, or on the rights, duties or liabilities of any party, the same shall be referred to the State Level Steering Committee) for decision. If the Service Provider is not satisfied with the decision of State Level Steering Committee, they may proceed for arbitration.

15. Commencement of Service

(a) The Service Provider shall commence the service only after the issue of the Letter of Commencement by the Department allowing the Service Provider to commence activities envisaged under the RFP. Letter of Commencement shall be issued subject to following conformations:

- (i) Control Room and all infrastructures are and complete in all respect as per the terms and conditions mentions in this RFP.
- (ii) Ambulances and control room are equipped and furnished in all respect.
- (iii) All statutory requirements essential and necessary under different statute to run the service have been complied.

(b) The Service Provider shall commence the service as per schedule of implementation mentioned in RFP from the date of signing of the Agreement. If the Agency fails to commence the service as specified herein, the Government may, unless it consents to the extension of time thereof, forfeit the Performance Security and appropriate the same.

Mission Director
NHM ODISHA
H & F.W. Dept., BBSR

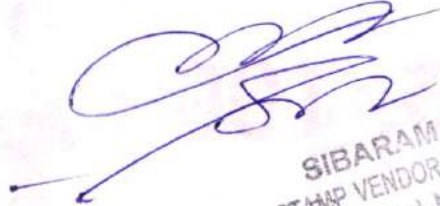


41485

29.10.8 10

212+29 Heta In

Zahid in Dth



SIBARAM SAHOO
STAMP VENDOR CIVIL COURT
Bhubaneswar, L.No-7/04-LD.No-52



RECEIVED
29.10.8
DISTRICT OFFICE





ଓଡ଼ିଶା ओडिशा ODISHA

K 038397

15. Jurisdiction of Court

Legal proceedings, if any, shall be subject to Bhubaneswar jurisdiction only.

16. Applicability of the provision of RFP and SOP

In absence of any specific provisions in this agreement on any issue, which is otherwise covered under the RFP, Corrigendum to the RFP and the SOP then, the provisions there under shall be applicable.

In witness whereof the parties hereto have set their hands on the 9th day of November, 2018.


MD & CEO
ZIGITA HEALTH CARE LTD.
Signature of the Service Provider


For and on behalf of the Governor of Odisha


Mission Director
NHM ODISHA
H & F.W. Dept., BBSR.
Signature & Designation


Date:

Date:


Witness No.1.

Name: 
(Sabjesachi Biswal)
Address: 7th Floor, IDCO Towers
Bhubaneswar


Witness No.2.

Name: 
Rajib Kumar Sahoo
Address: 7th FLOOR, IDCO TOWERS
BHUBANESWAR

1. Witness

Name: 
Arun Kumar Bar
Address: Addl. Mission Director
NHM, Odisha

2. Witness

Name: 
Shishu Kumar Sahu
Address: JD (Finance) NHM
OSH & FWS.H & FW Dept.

Joint Director (Finance)
NHM ODISHA
OSH & FWS.H & FW Dept.


41484


29.10.8

2102m Hethamur

Sahab K. Deb


BIBARAM SAHOO
STAMP VENDOR CIVIL COURT
Bhubaneswar, L.No-7104-I.D.No-32


MD & CEO
SINHA HEALTH CARE LTD.


(Sahab K. Deb)
3rd Floor, 120 TOLLS
Bhubaneswar -
Relief Karmas Bhsk.

Joint Director (Finance)
Bhubaneswar
OSH & PWSH & PW Dept

Joint Mission Director
Bhubaneswar