

**Draft Deed of Agreement for renewal of Contract to be executed between  
The District Health & Family Welfare Samiti and the Private Partner for  
continuing the Ambulance service facilities.**

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On this day the ..... of ..... 20....., I, Sri / Smt.  
..... Son /Daughter of  
..... the Chief Medical Officer of Health (CMOH) of  
..... District representing the District Health and Family Welfare  
Samiti of the said District hereinafter referred to as the **First Party** enter into this  
agreement with .....  
a Non-Government Organization(NGO<sup>1</sup>) having its main office at Vill :  
..... P.O. .... District ..... in the  
State of West Bengal registered under the Societies Registration Act, of 1860/The  
West Bengal Societies Registration Act, 1961/The Indian Trusts Act of 1982/ The Co-  
operative Societies Registration Act/such other legislation under which it is  
constituted represented by its ..... namely,  
Sri/Smt .....  
(designation of the person in the Orgnization)

Vill: ..... P.O. .... Dist..... hereinafter referred to  
as the '**Second Party**'.

**WHEREAS** the Government of West Bengal, in its endeavor to improve the  
health situation of the population in the districts of West Bengal as well as to bring in  
qualitative and quantitative improvement in the provision of basic health services,  
decided to purchase several ambulances and to hand over the said vehicles to  
various parties selected for this purpose, including the **Second Party** herein, so that  
the patients, who are in need of availing of the services of an ambulance in the rural  
areas of the State of West Bengal, may avail of such facilities as laid out in the  
Scheme and the SOP already circulated;

**AND WHEREAS** with the aforesaid aim and object the Government of West  
Bengal authorized the **First Party** hereto, to enter into an Agreement with the

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<sup>1</sup> or a statutory body or a professional association or a social welfare organization as the case may be

**Second Party** and decided to hand over one ambulance to the said **Second Party**, inter alia, on the terms and conditions for the aforesaid purpose enumerated in the said initial agreement and the said **Second Party** also agreed to enter into the said Agreement in consideration of the fact that the said **Second Party** would be able to render its services to the general public by providing the ambulance facility to the patients for emergency and referral transport without making any profit out of such operation.

**AND WHEREAS** the said agreement between the **First** and the **Second Party** executed on ..... was valid for 5(five) years only from the date of its execution, it has become necessary **to renew the contract** and to continue the services rendered to the patients for emergency and referral transport to the general public without making any profit out of such operation, the present Deed of agreement is being executed for renewal of contract.

Now this agreement witnesseth as following :

1. That the **First Party** has already handed over the Ambulance to the ..... Vill ..... P.O. .... Dist. .... under Public Private Partnership in pursuance of the initial agreement executed on ..... between the **First Party** and the **Second Party**.
2. That the **Second Party** has been running the Ambulance under Public Private Partnership having the Ambulance located in the ..... BPHC/Rural Hospital of Vill: ..... P.O. .... Dist. .... with effect from ..... for which the last agreement was executed on ..... with a period of validity of **5(five) years** only from the date of execution of the said agreement.
3. That both the parties are entering into the present agreement for the benefit of the public in general, the tenure of which will be for **another 5(five) years** with effect from ..... , the date which is the next date to the **date of expiry of the last agreement**.

4. That the **Second Party** shall abide by all the terms and conditions of the said initial Deed of Agreement executed on ..... and subsequent Deed of Agreement executed today i.e. .... both excluding those are related to the handing over the ambulance but including the modifications made herein under.
5. That the said initial agreement executed on ..... **will form a Part** of the present agreement being executed.
6. That the present agreement for renewal is being executed for 5(five) years with effect from the date next to the date of expiry of the initial agreement having the same termination clauses for cancellation of agreement as were in the initial Deed of Agreement which shall be a Part of the present agreement.
7. That in modification of the clause no.11 of the initial agreement relating to payment of **Insurance Premium**, it is hereby agreed that the State Government in the Health and Family Welfare Department will continue to make payment of Yearly Insurance Premium of the Ambulance as usual.
8. That in case of major accident of ambulance, the difference between the cost of repair arising out of accident and the amount admissible from insurance company on account of insurance policy for the ambulance may be borne by District Health & Family Welfare Samiti in consideration of financial hardship of the NGO concerned and also in the interest of smooth and uninterrupted ambulance services in rural areas.
9. That the **Second Party** shall submit the monthly reports in the prescribed proforma as has been circulated/communicated earlier to the Deputy Chief Medical Officer of Health-I (Dy. CMOH-I) of the District concerned who is also the **Nodal Officer** of the district, without fail.
10. That this agreement will be liable **to be terminated** at any time upon one month's notice from either side during the declared period of validity of the present agreement. The **Second Party** should adhere to all the applicable terms and conditions specified in the initial Deed of Agreement which is **forming a part of the present agreement** and also those are mentioned in the present agreement irrespective of the causes and circumstances underlying.

11. That on such termination of the present agreement for violation of any of the terms and conditions of the initially executed Deed of Agreement and/or the present Deed of Agreement the Ambulance shall be taken back from the **Second Party**.

12. That the clarification of any of the clauses of the Deed of Agreement rendered by the Health and Family Welfare Department will be taken as final by both the parties.

In Witness whereof, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

For and on behalf of the  
District Health and Family Welfare Samiti  
of ..... District, the  
Chief Medical Officer of Health(CMOH)

For and on behalf of .....  
..... NGO  
.....District

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(Signature)

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(Signature)

Name in Full :

Name in Full :

Date :

Date :-

Time :

Time :-

Seal :

Seal :

Witnessed by

Witnessed by

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(Signature)

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