

Tender No. NSPPL/FY2025-26/RFP/Incident Management

Request for Proposal (“RFP”) issued by NHIT Southern Projects Private Limited (NSPPL) for Engagement of Agency/Firm for providing Highway Patrol Vehicle, Ambulance & Crane on monthly Hire basis

BID SUMMARY		
(i)	Last date and time for receipt of Bidding Documents	18 April 2025 up to 16:00 Hour.
(ii)	Date and Time of Opening of Technical Bids	18 April 2025 at 17:00 Hour.
(iii)	Place of Opening of Bids	Unit No.: 324, 3rd Floor, D21 – Corporate Park, Sector-21, Dwarka-110077, New Delhi.

Note: - Bids will be opened in the presence of bidders who choose to attend as above.

NHIT Southern Projects Private Limited

Unit No.: 324, 3rd Floor, D21 – Corporate Park,
Sector-21, Dwarka -110077, Delhi

Email: tender@nhit.co.in

Date: 07.04.2025

TABLE OF CONTENTS		
SUBJECT		PAGE NO.
1.	Disclaimer	3
2.	Section 1 – Notice inviting Tender	4
3.	Section 2 – Instructions to Bidders	6
4.	Section 3 – Scope of Works	16
5.	Section 4 – Form of Financial Proposal	22
6.	Section 5 – Undertakings	24
7.	Annexure I - EHS Terms & Conditions	25
8.	Annexure II - HR Statutory Compliance Checklist	27
9.	Annexures III - MoRT&H TOR on Incident Management Vehicle (IMS)	28

DISCLAIMER

The information contained in this Request for Proposal ("RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of "NSPPL" by persons authorized to do so, is provided to the interested parties on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by NSPPL to interested parties who submit their quote (henceforth "Bidders") in response to this RFP. The purpose of this RFP is to provide Bidders with information that may be useful to them in preparing and submitting their proposals ("**Proposal**") for **Engagement of Agency/Firm for providing Highway Patrol Vehicle, Ambulance & Crane on monthly Hire basis.**

NSPPL makes no representation or warranty and shall have no liability to any person or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP or arising in any way from this process.

A Bidder must warrant that all the information provided by it to NSPPL at the time of application & subsequently, is true to the best of its knowledge and belief, and specially warrants that it has duly complied with the provisions of laws applicable to it. Bidder indemnifies NSPPL from any liabilities arising out of error or default or negligence or contravention in regard to any of the applicable laws, including, but not limited to, submission of statutory forms & other such documents.

The issue of this RFP does not imply that NSPPL is bound to select any Bidder(s) for any project/ work/ services / transaction. NSPPL may accept or reject any proposal in its discretion and may ask for any additional information or vary its requirements, add to or amend the terms, procedure and protocol set out in RFP for bona fide reasons, which will be notified to all the Bidders invited to tender. Further NSPPL hereby reserves the right to annul the process at any time prior to issuance of Letter of Award without incurring any liability towards the Bidders.

The Bidders shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NSPPL, or any other costs incurred regarding or relating to its Bid. All such costs and expenses will remain with the Bidder and NSPPL shall not be liable in any manner for the same or for any other costs or expenses incurred by a Bidders in preparation or submission of the Bid, regardless of the conduct or outcome of this RFP and the related processes.

SECTION 1. NOTICE INVITING TENDER

- 1.1 NSPPL invites Bids from eligible parties for **Engagement of Agency/Firm for providing Highway Patrol Vehicle, Ambulance & Crane on monthly Hire basis.**
- 1.2 Agency/Firm will be selected under the Cost Based Selection (CBS) Method as described in this RFP and in accordance with the practices of NHIT.
- 1.3 The RFP includes the following documents:

Section 1	– Notice Inviting Tender
Section 2	– Instructions to Bidders
Section 3	– Scope of Works
Section 4	– Form of Financial Proposal
Section 5	– Undertaking
Annexure I	– EHS Terms & Conditions
Annexure II	– HR Statutory Compliance Checklist
Annexure III	– MoRT&H TOR on Incident Management Vehicle (IMS)

1.4 Brief Description of Bidding Process

- 1.4.1 NSPPL has adopted Single stage evaluation process for selection of the Bidder(s) for award of the work: Bids of only those Bidders who match minimum qualification criteria in terms of this RFP shall be considered and evaluated.
 - 1.4.2 Bid containing the amount quoted by the Bidder shall be submitted in physical form in the prescribed format (To clarify, the documents should be serially numbered and hard/spiral bound) in the manner and before the date and time specified herein.
 - 1.4.3 The bidders may send their authorized representatives along with an authorization letter on the letter head of the bidder for participation in the opening of the bid. The Bids will be opened physically at the location provided in this document. Only one representative of the Bidder shall be allowed to attend the opening of the Bids.
- 1.5 Any queries or request for additional information concerning the RFP shall be submitted in writing and/or e-mail to the officer designated below. The envelope / email communication shall clearly bear the following identification/title:

"Queries/ Request for Additional Information: **Request for Proposal ("RFP") issued by NHIT Southern Projects Private Limited (NSPPL) for Engagement of Agency/Firm for providing Highway Patrol Vehicle, Ambulance & Crane on monthly Hire basis.**

1.6 Address for Communication:

Shri Arun Kumar Jha – Authorized Signatory,
NHIT Southern Projects Private Limited (NSPPL)
Unit No.: 324, 3rd Floor, D21 – Corporate Park,
Sector-21, Dwarka, Delhi – 110077.
E mail: tender@nhit.co.in

1.7 Schedule of Bidding Process:

The NSPPL shall endeavor to adhere to the following schedule: Any changes to the following schedule shall be informed to the Bidders through Website or email communication.

S. No.	Description of Events	Timeline
1.	Name of Assignment	Request for Proposal (“RFP”) issued by NHIT SOUTHERN Projects Private Limited (NSPPL) for Engagement of Agency/Firm for providing Highway Patrol Vehicle, Ambulance & Crane on monthly Hire basis
2.	Date of issue of RFP	07 April 2025
3.	Last date for receiving queries from bidders	12 April 2025
4.	Pre-Bid Queries	No pre-bid meeting. The bidders must submit their queries through email at tender@nhit.co.in which will be replied at NHIT website / through email.
5.	NSPPL’s response to queries latest by	14 April 2025
6.	Bid due date (Last date for bid submission)	18 April 2025 up to 16:00 Hour
7.	Opening of Technical Bids	18 April 2025 2025 at 17:00 Hour Corporate Office: Unit No.: 324, 3rd Floor, D21 – Corporate Park, Sector–21, Dwarka, New Delhi–110077
8.	Earnest Money Deposit (EMD)	Bidder to submit the Earnest Money Deposit (EMD) of INR. 2,00,000/- (Two Lac Only) in the form Demand Draft (Banker’s Cheque) in Favor of NHIT Southern Projects Private Limited (NSPPL).
9.	Performance Bank Guarantee (PBG)	Agency/firm is required to submit 4 % sum of Total Contract Amount as Performance Bank Guarantee (PBG) within 15 days of issuance of the LOA by the NSPPL.

SECTION 2 – INSTRUCTIONS TO BIDDERS

2.1 Introduction

About the company: Please refer to our website www.nhit.co.in

2.2 Proposal

- 2.2.1 NHIT Southern Projects Private Limited (NSPPL) seeks proposals for the **Engagement of Agency/Firm for providing Highway Patrol Vehicle, Ambulance & Crane on monthly Hire basis** as per scope of work given in Section 3 – Scope of Work of the RFP document.

2.3 Clarification and Amendment of RFP Documents

- 2.3.1 Bidders may request clarifications on any of the RFP documents up to the time mentioned in Section 1. Any request for clarification must be sent in writing NSPPL address indicated in the RFP or by e-mail to tender@nhit.co.in NSPPL will respond in writing, or by e-mail/ uploading responses on website or will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should NSPPL deem it necessary to amend the RFP as a result of clarification, it shall do so following the established procedure and inform the Bidders of the same through written communication or by uploading it on the website of NHIT.
- 2.3.2 At any time before the submission of the Bids, NSPPL shall have the right to amend the RFP by issuing an addendum/ amendment in writing or by standard electronic means. The addendum/ amendment shall be uploaded to the website of www.nhit.co.in which will be binding on all Bidders. To give Bidders reasonable time for considering the addendum/ amendment in their Bids, NSPPL may, if the addendum/ amendment is substantial, at its discretion, extend the deadline for the submission of Bids.
- 2.3.3 It will be the responsibility of the Bidders to keep track of any uploaded addendum/ amendment before submission of the Bid.

2.4 Submission of Proposal

- 2.4.1 The proposal shall be submitted as indicated below:
- 2.4.2 Sealed Envelope' containing the 'Bid' of the "Request for Proposal ("RFP") issued by NHIT Southern Projects Private Limited (NSPPL) for Engagement of Agency/Firm for providing Highway Patrol Vehicle, Ambulance & Crane on monthly Hire basis. The proposal should be in the manner and format as prescribed in **Section 4 – Form of Financial Bid**. Please note that proposals with any conditionality will be summarily rejected.
- 2.4.3 The proposal should reach the undersigned, latest by date/time mentioned in the Section 1 – Notice inviting Tender, in hard copies/in original and shall remain valid for 120 days thereafter. The proposal should be signed by the authorized signatory of the Bidder, supported by the relevant authorization document. No Proposal will be entertained after the due time and date, as stated above. NSPPL shall not be responsible for any delay whatsoever in nature. The proposals received after the due time and date will be summarily rejected.

2.4.4 NSPPL reserves the right to accept or reject any or all the offers received without assigning any reason. For any clarification, you may feel free to contact the undersigned.

2.5 Modification/Substitution/Withdrawal of Bids

2.5.1 The Bidder may substitute or withdraw its bid after submission prior to the Bid due date. No Bid shall be allowed to be substituted or withdrawn by the Bidder on or after the Bid due date.

2.5.2 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by NSPPL, shall be disregarded.

2.5.3 Partial modification of the Bid is not allowed. The Bidder will have to submit the revised bid again in a sealed envelope, as per Clause 2.4 above, mentioning "Revised Bid" on the top of the sealed envelope and the original bid envelope will be returned to the Bidder. No Bid may be modified after the Bid Due Date. Withdrawal or modification of Bids between the Bid Due Date and Expiration of Bid validity shall result in disqualification from the bidding process.

2.6 Opening and Evaluation of the Bids

2.6.1 The Bids will be opened after the due date at the time prescribed in the RFP document in the presence of the Bidders who choose to attend. NSPPL will subsequently examine and evaluate the Bids in accordance with the provisions set out.

2.6.2 Financial Bid of non-responsive Bidders shall not be considered.

2.6.3 To assist in the examination, evaluation, and comparison of Bids, NSPPL may, at its discretion, ask any Bidder for clarification of its Bid. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by NSPPL in the evaluation of the Bids.

2.6.4 Except in case any clarification is asked by NSPPL, no Bidder shall contact NSPPL on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded. If any Bidder wishes to bring additional information to the notice of NSPPL, it should do so in writing at the address prescribed in the Notice Inviting Tender.

2.7 Prior to evaluation of the Bids, the NSPPL shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid will be declared non-responsive in case:

2.7.1 If a Bidder submits more than one Bid against this RFP.

2.7.2 The physical bid submissions are incomplete/ inadequate to the requirements of the RFP Documents.

2.7.3 Documents are submitted loose. (To clarify, the documents should be serially numbered and be submitted in hard bound/spiral bound).

2.7.4 If in case the Power of Attorney or the Authority Letter is not provided.

2.7.5 If a Bidder submits a conditional Bid or makes changes to the terms and conditions given in this RFP document.

2.7.6 Failure to comply with all the requirements of RFP document by a Bidder.

2.7.7 If the Bid is not submitted in the formats prescribed in the RFP document.

2.7.8 If any requisite document/ certificate is not in the prescribed format the same shall not

be considered while evaluating the bids and the same may lead to Bid being declared as non-responsive.

- 2.7.9 If the envelope containing physical submission is not sealed and marked as prescribed in the RFP document.
- 2.7.10 A Bid valid for a period of time shorter than prescribed in the RFP document.
- 2.7.11 **The bidder must submit a proposal for all specified services; otherwise, their bid will be deemed non-responsive.**

2.8 Conflict of Interest

- 2.8.1 Bidders at all times shall provide professional, objective, and impartial advice and at all times hold the NHIT Entities interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. No two Bidders can have the same constituents or any such arrangement pursuant to which any third party is in a position to have access to confidential information of each other.
- 2.8.2 NDA clause to be signed between NSPPL and the Agency/firm post release of the LOA, if required by NSPPL.

2.9 Fraud and Corruption

- 2.9.1 Bidders would be required to observe the highest standard of ethics during the selection and execution of such work. NSPPL defines:
 - 2.9.1.1 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - 2.9.1.2 “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the NSPPL and includes collusive practices among bidders (prior to or after submission of proposals) and to deprive the NSPPL of the benefits of free and open competition.
- 2.9.2 NSPPL will reject a proposal for Engagement/Selection if it determines that the bidder recommended for Engagement has engaged in corrupt or fraudulent activities in competing for the work in question.
- 2.9.3 NSPPL will declare a bidder ineligible, either indefinitely or for a stated period of time, to be engaged if at any time determines that the bidder has engaged in corrupt or fraudulent practices in the bidding process for Engagement for the subject work.
- 2.9.4 The bidder declared ineligible for corrupt and fraudulent practices by NSPPL in accordance with the above paras shall not be eligible for selection.

2.10 Consortium of Bidders is not allowed.

2.11 Engagement Period

- 2.11.1 NSPPL proposes to engage an Agency/firm for a period of 3 Year. The Engagement may be extended by a further 2 Year by NSPPL subject to satisfactory delivery of services by Agency/firm and approval from Competent Authority. However, NEPPL reserves the right to engage number of Agencies/Firms at its own discretion.

2.12 **Termination**

Upon finding deficiencies in quality of service/works, NSPPL will notify the Agency/firm for rectification. Agency/firm will be given 7 days for rectification in deficiencies in case of non-response beyond 10 days, Termination notice may be issued with 20 days of notice.

2.13 **Minimum Eligibility Criteria of Qualified Bidders**

Eligibility Criteria To be considered for selection by the NSPPL, the bidders should meet the following criteria:

- 2.13.1 The Bidder should be having minimum 7 years' experience in providing similar services for the NHAI/National Highways /State Highways Projects. (Proof of the same shall be attached with bidding documents)
 - 2.13.2 The Bidder/ Company should have cumulative revenue/ turnover of a minimum of Rs 20 Crore during the last three financial years ending 31/03/2022, 31/03/2023 and 31/03/2024. Certified copies of Financial Statements or certificate of turnover from Statutory Auditor / Chartered Accountant of the Bidder to be submitted along with the bid.
 - 2.13.3 The bidder to provide Brand new Vehicle.
 - 2.13.4 The Bidder shall not be an associate of the Sponsor i.e., NHAI, or NHIT or IDBI Trusteeship Services Limited.
 - 2.13.5 **Legal Entity:** The bidder should be a Legal Entity registered under the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932.
 - 2.13.6 **Blacklisting:** The bidder should not be debarred/ blacklisted by any Government Agency/ NHIT/Entities of NHIT/PSU in India as on date of submission of the Bid.
 - 2.13.7 **Legal:** The bidder should not be subjected to any legal action for any cause in any legal jurisdiction in the last five years which would materially affect its ability to perform under this RFP
- 2.14 **Tax Payment - GST Payment Clause:** The bidder must have a valid GST Registration and PAN in India. In case of payment to a GST registered supplier, GST amount as claimed in the invoices by the consultant/contractor/vendor in terms of provisions mentioned in the Contract Agreement/Purchase Order may be paid along with their invoices subject to:
- 2.14.1 The GST portion that would be released would be proportionate to the amount of work certified as due for payment.
 - 2.14.2 If the GST for any previous invoice is not reflected or reflected incorrectly in GSTR-2B after the due date of filing Return under GST Act is over, then for further payments the GST portion will be withheld till the previous GST amount is reflected accurately in GSTR-2B and position to the extent as depicted above is rectified.
 - 2.14.3 However, the GST portion for the final invoice will be withheld till the GST of all invoices including the final invoice are accurately reflected in the GSTR-2B.
 - 2.14.4 If a consultant/contractor/vendor abandons their work before completion, the unpaid GST portion of all invoices raised by them shall be withheld until the GST portion for the said invoices are reflected accurately in GSTR-2B.

2.15 **Dis-Qualification Criteria:**

NSPPL may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the respondent:

- 2.15.1 Submitted the proposal documents after the bid due date.
- 2.15.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 2.15.3 Failed to provide related clarifications, when sought.
- 2.15.4 Respondent or its directors declared ineligible, debarred by CPSU/ SPSU/ Government companies/ Government organizations/NHIT/Entities of NHIT/ regulatory authorities for corrupt and fraudulent practices or blacklisted.
- 2.15.5 Bidders who submit their bid as JV other than as provided in this document, to meet eligibility criteria will not be considered as qualified bidder. Such, JV bidder will be considered ineligible and summarily rejected.
- 2.15.6 The Bidder had any dispute with NHIT Entities or defaulted in services/works of NHIT.

2.16 Bid Proposal

- 2.16.1 The Lowest Financial Proposal (“LFP”) & the minimum eligibility criteria stipulated herein will be considered for engagement.
- 2.16.2 NSPPL propose to engage only one bidder/Service provider for one project for all services (RPV, Crane, Tow Vehicle & Ambulance) mentioned in section 03 – Scope of Works.
- 2.16.3 NSPPL Proposes to engage Four number of Service Provider for the scope mentioned in this RFP, however maximum of 2 (two) projects will give to one particular service provider.

2.17 Procedure for Engagement Post qualification of the minimum eligibility criteria, the bidder(s) will be Engaged under **Cost** Based Selection (“CBS”) method as described in this section and in accordance with the practices of NSPPL.

- 2.17.1 Thereafter, the Qualified bidders based on their ranking (L1, L2 and so on) would be asked to accept the fee quoted by L1 bidder (“Discovered Fee”) or its respective Base Fee, whichever is lower; this process will be followed till the requisite number of agency/firms are selected for Engagement (“Agency/firm”).
- 2.17.2 The Engagement of Agency/firm amongst the selected agency/firm will be done by NSPPL at its own discretion. Accordingly, NSPPL has the right to award the work to any of the selected agency/firm, depending on the exigencies, nature and magnitude of the Work.
- 2.17.3 NSPPL Proposes to engage Four number of Service Provider for the scope mentioned in this RFP, however maximum of 2 (two) projects will give to one particular service provider.

2.18 Fee Structure:

The selected Agency/firm shall be paid as per the mechanism below:

Description of Work	Fees to be charged on Monthly basis (Incl. Drivers/Paramedic/Operator Cost)
Providing the Ambulance services as per Latest IRC: SP 84-2019 (Sr.No.12.11, Annexure D of IRC SP 84 2019 & Annexure III MoRTH Circular)	

rules, NHA policy guidelines no. 12.36/2024 Dated 12.12.2024 on Monthly Hire basis complying with State/Central minimum wages act (whichever is higher) And other Human Resource related compliances (EPF, Labor Cess, ESI has given in Annexure II) (Excluding Fuel).	
Providing the Route Patrolling Vehicle (RPV), as per Latest IRC: SP 84-2019 (Annexure C of IRC SP 84 2019), NHA policy guidelines no. 12.36/2024 dated 12.12.2024 & Annexure III on Monthly Hire basis complying with Central/State minimum wages act (whichever is higher). And other Human Resource related statutory compliances (PF, Labor Cess, ESI has given in attached Annexure II) (Excluding Fuel).	
Providing the 30 MT Capacity Crane as per Latest IRC: SP 84-2019 & Annexure III with relevant safety features on Monthly Hire basis complying with Central/State minimum wages act (whichever is higher). And other Human Resource related statutory compliances (PF, Labor Cess, ESI has given in attached Annexure II) (Excluding Fuel).	
Providing Tow Away Crane shall be of adequate capacity (minimum 20MT) with all necessary equipment.	
Fuel efficiency for RPV to be specified _____Km/ltr Fuel efficiency for 30 MT Crane to be specified _____Hr./Ltr Fuel efficiency for ambulance to be specified _____ Km/ltr Fuel efficiency for Tow Away Crane to be specified _____ Km/ltr Extra Running km/Hr after completion of scope km, For RPV Rs. _____/Km For Ambulance Rs. _____/Km For Crane Rs. _____/Hr For Tow Away Crane..... /Km	

- 2.18.1 NSPPL is looking forward to hire **13 Nos.** RPVs as per IRC: SP 84-2019 (Annexure C of IRC SP 84 2019) NHA policy guidelines no. 12.36/2024 Dated 12.12.2024, **13 Nos.** Cranes (30 MT) as per IRC: SP 84-2019 and **13 Nos.** Ambulance as per Latest IRC: SP 84-2019 (Sr.No.12.11, Annexure D of IRC SP 84 2019 & Annexure III MoRTH Circular) rules, NHA policy guidelines no. 12.36/2024 Dated 12.12.2024 fully equipped as per concession Agreement and **3 Nos.** Tow Away Cranes (20MT) and with 4 Drivers/Operator per RPV, 4 Drivers/Operator Per Crane and 4 drivers & 4 paramedics per Ambulance, Tow away crane/vehicle manpower shall include 1 Driver/operator and 1 Helper per shift per vehicle. (excluding the Fuel).
- 2.18.2 Bidder are advised to see the Table 3.1 attached in the section – 3 Scope of Services about the details for the Kilometers running limit per month for RPVs, 30 MT Crane, Ambulance and Tow away crane.
- 2.18.3 All wear & Tear cost along with any other expenses (maintenance, oil topping, etc) will be borne by Agency/firm.

- 2.18.4 Engaged vendors / service providers will have to adhere to the terms / specifications / statutory requirements as detailed in Annexure - I, II and III published along with the RFP.
- 2.18.5 NSPPL at any time can solicit the bifurcation from the bidder regarding the fee charged (monthly incl. Drivers/paramedic cost).
- 2.18.6 The final cost will be based on the hire charge quoted and the fuel efficiency.
- 2.18.7 NSPPL at any time can solicit the bifurcation from the bidder regarding the fee charged (on monthly basis incl. Drivers/ Operator cost).
- 2.18.8 The vehicle/crane shall be painted with approved color pattern with road authority name and emblem painted sides, back and front.

2.19 Timelines and Payment Schedule:

- 2.19.1 Payment shall be made monthly on submission of the Tax Invoice.
- 2.19.2 GST for all payments would be released after submission of proof of payment of GST.

2.20 Documents to be submitted along with the Bid

- 2.20.1 Either power of attorney or an authority letter from Partner / Board / Managing Committee of the Bidder entity should be provided for authentication of the authorized signatory signing the Bid document.
- 2.20.2 Bid in the form provided in the RFP duly signed by the authorized representative of the bidder on all pages.
- 2.20.3 Detailed profile of the Bidder certified by Authorized Signatory of the Bidder.
- 2.20.4 Documents in support of the claims of Bidder regarding eligibility/ experience duly signed by the authorized representative of the bidder on all pages. NSPPL may ask for 3rd party certificates from the Bidder(s), at a later stage.
- 2.20.5 Undertaking in the format provided in the RFP duly signed by the authorized representative of the bidder on all pages.
- 2.20.6 Company profile including Registration certificate, GST Certificate and MSME Certificate if applicable.
- 2.20.7 Experience Certificate self-attested along with copy of Work order/Purchase Orders.
- 2.20.8 Bidder to submit the Earnest Money Deposit (EMD) of INR. 2,00,000/ in the form Demand Draft (Banker's Cheque).
- 2.20.9 Bidder to submit the Certificate of vehicle ownership (on Agency/firm name) for each Ambulance to be assigned for the projects. Ambulance vehicles hired on rental basis will not be considered in the bid evaluation. Bidders to ensure that the Ambulance Registration should not be more than one year old.
- 2.20.10 If the Bidder declared disqualified from the tender process prior to the award or if the successful bidder failed to mobilize resources at site within time stipulated time, the employer shall be entitled to forfeit the Earnest Money Deposit or demand and recover the damages equivalent to Earnest Money Deposit apart from any other legal right that may have accrued to the employer.

2.21 Financial Bids / Fees

- 2.21.1 The Bidder is required to submit a financial proposal as per Section 4 – Form of Financial Proposal.
- 2.21.2 The fee quoted should be unconditional.
- 2.21.3 NSPPL shall pay the Vendor the fees as per the Financial Proposal of the Bidder, as sole compensation for the Performance of the Works.

2.21.4 The fees shall be payable as per the payment schedule after submission of an appropriate tax invoice.

2.22 **Key Terms and Conditions of Engagement**

NSPPL reserves the right to curtail or extend the validity period of the Appointed Agency/firm.

2.23 **Bank Guarantee:**

2.23.1 Agency/firm is required to submit 4 % sum of Total Contract Amount as Performance Bank Guarantee (PBG) within 15 days of issuance of the LOA by the NSPPL. Bank Guarantee shall be returned within 15 days of the expiry of Contract period.

2.23.2 Upon the occurrence of a Contractor's Default, the Authority (NSPPL) shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the relevant amounts from the Retention Money as Damages for such Contractor's Default.

2.24 **Commencement of Services:** Within 30 days of issuance of the LoA by NSPPL.

2.25 **MSME Agency/Firm:**

Bidder shall confirm if they are/are not registered as Micro Enterprise/ Small Enterprise/ Medium Enterprise. The registered Bidder shall submit Registration no. along with Registration Certificate issued. The bidder shall also confirm that any change in Status of their organization under the above Act shall be duly informed by NSPPL. Any failure on their part in informing them about the changed status shall be the sole responsibility of Bidder.

2.26 **Safety & Work Practice:**

Please refer to Annexure I of the RFP.

2.27 **Indemnification:**

The Agency shall hold NSPPL harmless and shall indemnify the same against all claims, penalties, fines, losses, damages, costs and proceedings arising from the breach or contravention of any laws, rules and regulations referred to in this order.

2.28 **Anti-Bribery & Corruption (ABC) Policy:**

It is our policy to conduct all our business in an honest and ethical manner. We take a zero-tolerance approach to Bribery and Corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate and implementing and enforcing effective systems to counter bribery. Requested to report improper demands from the NSPPL Employees. You may address the same through email at whistleblow@nhit.co.in.

2.29 **Resolutions of Disputes:**

Any dispute arising out of the RFP, which cannot be amicably settled between the parties, shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 through a panel of three arbitrators, with each of NSPPL and the remaining disputing party(s) appointing one arbitrator and the two arbitrators so appointed appointing a third arbitrator. Provided that in the event that any disputing parties fail to appoint an arbitrator within 15 days from the dispute being referred to arbitration, the other parties shall be at liberty to

appoint an arbitrator for such disputing party(s) and such appointment shall be final and binding on the other disputing parties. The venue of the arbitration shall be at New Delhi.

2.30 **Force Majeure**

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). In the case of a FM, the contract frees both parties (NSPPL & the Agency/Firm) from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. However, this does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The parties have to give notice of FM as soon as it occurs, and it cannot be claimed ex-post facto. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, NSPPL may at its option terminate the contract without any financial repercussion on other side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the Agency/Firm would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

2.31 **Governing Law and Jurisdiction**

This RFP and the subsequent agreement between the parties shall be interpreted by and shall be governed and construed in accordance with the laws of India. The Courts at New Delhi, India shall have sole jurisdiction over all matters arising out of or relating to this agreement.

2.32 **Ethics & integrity:**

The selected agency/firm is/are expected to maintain a high level of professional ethics and will not act in any manner, which is detrimental to NSPPL's Interest.

2.33 **Matter of Confidentiality:**

Each agency/firm Agency/firm will maintain confidentiality on matters disclosed.

2.34 **LOA Acknowledgement:**

As a token of acceptance, you are requested to acknowledge the receipt of this letter with official seal & sign form the authorized signatory along with all Annexures (if any) - within 3 working days and initiate the process for the signing of the Agreement.

2.35 **Right of Removal:**

NSPPL will have the right to remove any selected Agency/firm from the selection list without assigning any reason whatsoever and without any cost & compensation therefore NSPPL also reserves the right to replace/remove/ Engage any new agency/firm as the Agency/firm for ongoing or future Requirements at any stage.

2.36 **GENERAL TERMS AND CONDITIONS:**

- 2.36.1 The agency/firm is solely responsible for ensuring the timely submission of their Bids at our office.
- 2.36.2 The agency/firm shall not sublet, subcontract, transfer or assign the package and should offer Terms with 100% Carrying Capacity.
- 2.36.3 The undersigned reserve the right to reject any or all bids without assigning any reason or whatsoever.
- 2.36.4 Bidder are advised to visit site before submission of Bids.

2.37 **GENERAL INFORMATION**

- 2.37.1 Profile of the Vendor with full particulars of the constitution, ownership, and business activities of the prospective Vendor shall be provided along with the Bid/Proposal.
- 2.37.2 Commitment(s) which shall act either as a constraint or as a conflicting interest in the proposed assignment (if any) shall be provided along with the Bid/Proposal.
- 2.37.3 EMD shall be deposited with Bid.

SECTION 3 – SCOPE OF WORKS

Project name: Detailed requirements of Incident Management services (RPV, Crane & Ambulance) at the project are as follows:

TABLE 3.1

Round-4 Incident Management Scope															
S No	Project Name	Toll Plaza Location	Toll Plaza Name	Section Wise Length (Km)	Section Wise Chainage			Vehicle Nos Details				Scope of Monthly Running			
					From	To	Length	RPV	Crane	Towing Vehicle	Ambulance	RPV (Km)	Crane (Hr)	Towing Vehicle (km)	Ambulance (Km)
1	Muzaffarnagar to Haridwar	138+552	Chhappar	Section-1	130+560	169+840	39	1	1	-	1	9571	100		3000
		187+370	Bhadrabad	Section-2	169+840	209+120	39	1	1	-	1	9571	100		3000
2	Bareilly – Sitapur	267+000	Faridpur	Section-1	262+000	312+000	50	1	1	1	1	11500	100	6000	3000
				Section-2	312+000	362+000	50	1	1		1	13318	100		3000
		372+100	Maigalganj	Section-3	362+000	372+100	10	1	1		1	4318	100		3000
				Section-4	372+100	419+590	47	1	1		1	11049	100		3000
3	Raipur to Simga	32+013	Tarpongi	Section-1	0+000	24+290	24	1	1	1	1	6873	100	3000	3000
				Section-2	24+290	48+580	24	1	1		1	6873	100		3000
4	Simga to Bilaspur	97+520	Bhojpuri	Section-1	48+580	97+520	49	1	1		1	11310	100		3000
				Section-2	97+520	110+290	13	1	1		1	4799	100		3000
		110+290	Mudhipar	Section-3	110+290	126+525	16	1	1		1	5423	100		3000
				Section-4	110+290			1	1		1	4500	100		3000
5	Nalagampalli to AP/KA Border	164+100	Mahasamudram	Section-2	172+000	219+687	48	1	1	1	1	12506	60	3000	3000
								13	13	3	13				

3.2 Detailed Vehicle specification, Fixations of equipment & Requirement of Devices should be as per attached Annexure- I & III & IRC SP – 84 2019 and NHA policy guidelines no. 12.36/2024 Dated 12.12.2024.

3.3 The employer shall pay Rs. 5/Km for the excess monthly running.

List of Equipment (RPVs/Cranes):

- The equipment shall comply with the standards mentioned in Annexure III – MORTH TOR on IMS against them if any. Tests conducted by notified international bodies as per the relevant standards shall be acceptable if verifiable certified copies of the test reports and certificates are available.
- Kindly refer to Annexure III & IRC SP 84 2019 and NHA policy guidelines no. 12.36/2024 Dated 12.12.2024

3.4 **RPV/ Crane Drivers/ Operator qualification:** Candidates are required to have a high school diploma or equivalent. However, specific certifications related to the type of crane operation are desirable. certifications should be issued from any recognized vocational schools or apprenticeship programs that provide both classroom instruction and hands-on training. Common certifications include a Commercial Drivers/ Operator License (CDL) for RPVs and cranes AND/OR certified training from accrediting bodies such as the National Commission for the Certification of Crane Operators (NCCCO). Ability to read/ write & maintain logbooks. RPV/ Crane Operators should have good mechanical aptitude, precise communication skills,

and strong spatial abilities. Experience in similar roles or industries is required. Having good physical strength and stamina.

3.5 RVP/ Crane Operator Responsibilities:

- a. Operate cranes and other heavy equipment with precision and safety.
- 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. Plan lifts and calculate load requirements to ensure balance and stability.
- g. Maintain a clean and safe work environment at all times.

Ambulance requirement:

Every '2 Patient Capacity' rescue ambulance should adhere to the minimum specifications as described below:

Vehicle Characteristics General Construction The road rescue ambulance shall comply with homologation requirements given in standards notified under CMVR 1989 and the AIS-125 Code. Wherever there is difference in the homologation requirements given in other standards notified under CMVR 1989 and AIS-125 code, the requirements of AIS-125 code will be applicable.

The rescue ambulance vehicle shall be a Tempo traveler/Force or equivalent which should be a new vehicle

3.6 Every '2 Patient Capacity' rescue ambulance should adhere to the minimum specifications as described below: As per IRC SP-84-2019, Annexure D of IRC SP 84 2019 & NHA circular No. RW/G-23012/01/2019-W&A (Pt.III), date 09.02.2021 and NHA policy guidelines no. 12.36/2024 Dated 12.12.2024.

3.7 Detailed Vehicle specification, Fixations of equipment & Requirement of Devices should be as per Annexure D of IRC SP 84 2019 & attached Annexure – I (EHS Guidelines) & III (MORTH TOR on IMS Attached for further details).

3.8 List of Equipment:

- Supplementary devices may be introduced depending on local requirements. Where applicable the equipment shall be available across the full age range of patients.
- The minimum mass including a mass reserve required for the listed sanitary, medical and technical devices should be 225 kg.
- The equipment shall comply with the standards mentioned against them if any. Tests conducted by notified international bodies as per the relevant standards shall be acceptable if verifiable certified copies of the test reports and certificates are available.
- All rescue ambulances must always be fitted/ carry the following list of equipment with them.
- The equipment shall comply with the standards mentioned in Annexure III – MORTH TOR on IMS against them if any. Tests conducted by notified international bodies as per the relevant standards shall be acceptable if verifiable certified copies of the test reports and certificates are available.

- Kindly refer to IRC SP 82 2019 Section D & Annexures III– MORTH TOR on IMS Attached for further details.

S N	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 and plastic material at high strength, should be waterproof & conforming to EN 1865 standard	2
5	Set of fractures/ splints made of moldable 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 extrication device	2
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 conforming to IS:4533-1995	3
14	Suction Catheter (12 & 16)	2 each
15	Laryngeal mask airway (for both kids & adults)	2 each
16	Infusion solutions, Liter	4
17	Equipment for injections and infusions set (IV Sets)	2
18	Infusion mounting	2
19	Tourniquet (multiple sizes) conforming to 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

S N	Equipment	Quantity
21	Nebulizer conforming to IS:9462-1980	2
22	Manual B.P. Monitor (cuff size: 10 cm - 66 cm)	2
23	Portable Automatic B.P., 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 including 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 driver	1
53	Automated vehicle tracking system with GPS technology for continuous tracking of vehicle location	1

List of medicines & dressing material to be always carried in rescue ambulance:

- Kindly refer to Annexure D of IRC SP -84 2019 & Attached III for Details Medicines and dressing material list.

Rescue Ambulance Manpower:

- 12 Nos trained EMT staff with the following qualifications/ experience (1Nos/Per Shift/Per Vehicle)
- Basic qualification of EMT – Diploma in E.M.T.
- B.Sc. (PCB) with certification in BLS/ ALS/ ACLS/ ITLS (or) B.Sc. Nursing/ GNM/ ANM (or) B. Pharma / 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 lifesaving emergency skills including spinal immobilization, bleeding control, oxygen therapy, defibrillation, and medicine administration.
- At least one training course (minimum one month) in a tertiary care institution or at a recognized institute with experience in handling life-saving equipment.
- Basic training in extrication.
- 12 Nos Driver (1Nos/Per Shift/Per Vehicle)
- have a valid license to drive a rescue ambulance.
- Ability to read/ write & maintain logbooks.
- Basic training in delivering first aid & victim extrication.

3.9 **Ambulance Driver qualification:** Candidates are required to have a high school diploma or equivalent. However, specific certifications related to the type of Ambulance operation are desirable. Certifications are issued from any recognized vocational schools or apprenticeship programs that provide both classroom instruction and hands-on training. Certificates include a Commercial Drivers (CDL) for Ambulance AND/OR certified training from accrediting bodies such as an EVOC certificate will help demonstrate the skills. This 16-hour training course covers road safety, global positioning system (GPS) navigation and legal requirements for emergency drivers. Driver should be able to read/ write & maintain logbooks. Ambulance Operators should have good mechanical aptitude, precise communication skills, and strong spatial abilities. Experience in similar roles or industries is required. Having good physical strength and stamina.

3.10 **Ambulance Driver Responsibilities:**

- h. Should have certification in cardiopulmonary resuscitation (CPR) or basic life support (BLS).
- i. Perform daily maintenance checks and troubleshoot operational issues.
- j. Understand and adhere to workplace safety policies and regulations.
- k. Communicate effectively with the construction team to coordinate operations.
- l. Study and understand weight limits, communication signals, and emergency procedures.
- m. Maintain a clean and safe work environment at all times.
- n. Employ medical equipment to help load and unload patients into and out of the ambulance.
- o. Drive to pick up locations and medical facilities quickly and safely.
- p. Stock the ambulance with the necessary supplies before each shift.
- q. Assist paramedics during crisis calls.
- r. Inspect the vehicle before each shift to ensure it's safe to operate.

- s. Clean the ambulance's interior regularly and replace any soiled fabrics or supplies.
- t. Report any mechanical issues.
- u. Help carry patients into the medical facility for treatment.
- v. Use mapping technology to determine the most efficient route between locations.

3.11 **Tow Away Crane/Vehicle**

The Tow-away crane/vehicle shall be of adequate capacity (minimum 20MT) with all necessary equipment so that it can reach the site of the incident within 30 minutes of call and clear the disable/accidented vehicles. It should be in good condition and brand new vehicles register in the name of the bidder. It shall also be fitted with a GPS based Vehicle Tracking System to monitor its movement on 24 hours x 7 days of a week basis. Tow away crane/vehicle manpower shall include 1 Driver/operator and 1 Helper per shift per vehicle.

The vehicles shall be painted with an approved color pattern with road authority name and emblem painted sides, back and front.

SECTION 4 – FORM OF FINANCIAL PROPOSAL

(On the letter head of the bidder)

From <Name & Address and Complete contact details of the bidder>

To,

**Shri Arun Kumar Jha – Authorized Signatory,
NHIT Southern Projects Private Limited (NSPPL)**

Unit No.: 324, 3rd Floor, D21 – Corporate Park,
Sector-21, Dwarka, New Delhi-110077.

E mail: tender@nhit.co.in

Sub: Request for Proposal (“RFP”) issued by NHIT Southern Projects Private Limited (NSPPL) for Engagement of Agency/Firm for providing Highway Patrol Vehicle, Ambulance & Crane on monthly Hire basis.

Financial offers of bidders must be submitted in the following manner (as given below): -

S. No.	Description	Fees to be charged on Monthly basis (Incl. Drivers/Operator Cost)
1	Providing the Route Patrolling Vehicle (RPV), as per Latest IRC: SP 84-2019 (Annexure C of IRC SP 84 2019), NHA policy guidelines no. 12.36/2024 Dated 12.12.2024 & Annexure III on Monthly Hire basis complying with Central/State minimum wages act (whichever is higher). And other Human Resource related statutory compliances (PF, Labor Cess, ESI has given in attached Annexure II) (Excluding Fuel).	
2	Providing the farana Crane (30 MT capacity) as per Latest IRC: SP 84-2019 & Annexure III with relevant safety features on Monthly Hire basis complying with Central/State minimum wages act (whichever is higher). And other Human Resource related statutory compliances (PF, Labor Cess, ESI has given in attached Annexure II) (Excluding Fuel).	
3	Providing the Ambulance services as per Latest IRC: SP 84-2019 (Sr.No.12.11, Annexure D of IRC SP 84 2019 & Annexure III MoRTH Circular) rules, NHA policy guidelines no. 12.36/2024 Dated 12.12.2024 on Monthly Hire basis complying with State/Central minimum wages act (whichever is higher) And other Human Resource related compliances (EPF, Labor Cess, ESI has given in Annexure II) (Excluding Fuel).	
4	Providing Tow Away Crane shall be of adequate capacity (minimum 20MT) with all necessary equipment.	

<p>Fuel efficiency for ambulance to be specified _____ Km/ltr.</p> <p>Fuel efficiency for RPV to be specified _____Km/ltr</p> <p>Fuel efficiency for Crane to be specified _____Ltr/Hr</p> <p>Fuel efficiency for Tow Away Crane to be specified _____ Km/ltr</p> <p>Extra Running km/Hr after completion of scope km,</p> <p>For RPV Rs. _____/Km</p> <p>For Ambulance Rs. _____/Km</p> <p>For Crane Rs. _____/Hr</p> <p>For Tow Away Vehicle.... /Km</p>	
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

< Signature of Bidder’s Authorized Signatory>

<Official Signatory Name> <Designation>

<Company Name> <Complete Address>

<Mobile> <Phone>

<Email> <Website>

Date:

Notes for the bidder

1. The fee quoted should be limited round off equal to 1 Rs. and shall remain Firm during the term of the contract.
2. The fee quoted by the bidder should be inclusive of all charges except applicable GST, which shall be paid extra as applicable. Taxes should be indicated separately while raising the bills for payment of fees.
3. The fee will be payable in Indian Rupees after successful completion of the Issue. Withholding taxes, as applicable, will be deducted at the time of making payment.

SECTION 5 – UNDERTAKING

(On the letter head of the bidder)
(To be provided by the bidder with their Bid)

From <Name & Address and Complete contact details of the bidder>

To

**Shri Arun Kumar Jha – Authorized Signatory,
NHIT Southern Projects Private Limited (NSPPL)**

Unit No.: 324, 3rd Floor, D21 – Corporate Park,
Sector-21, Dwarka, Delhi:110077, India.

E mail: tender@nhit.co.in

Sub: Request for Proposal (“RFP”) issued by NHIT Southern Projects Private Limited (NSPPL) for Engagement of Agency/Firm for providing Highway Patrol Vehicle, Ambulance & Crane on monthly Hire basis.

We undertake that: -

- 5.1 The proposal submitted hereunder shall remain valid for a period of at least 120 days from the last date for submission of the proposal.
- 5.2 No other fees/cost/ expenses/taxes/levies shall be payable by NSPPL or any of its associated entity for the Services rendered by Agency/firm except as mentioned in Financial Proposal as mentioned in the RFP.
- 5.3 The Bidder has not been banned/ blacklisted/ de-listed/ disqualified/ debarred by any organization/ government agency/NHIT/Entities of NHIT/ quasi-government agency/ PSU to participate in their tenders for Engagement. We further certify that there is no investigation pending against us or the CMD/CEO/Directors of our Company and no action has been initiated against us/ our Directors by CVC/ RBI or any other government/ statutory agency regarding any financial irregularities.
- 5.4 The Bidder does not have any conflict of interest, which is prejudicial to the scope of work. Further, the bidder will ensure that no such business or professional activities will be carried out by it, which may affect the interest of NSPPL.
- 5.5 The Bidder has adequate infrastructure, personnel, resources to carry out the required Services and are eligible for acting as Agency/firm. The Bidder has understood the scope of work properly and shall comply with the terms of Engagement and Engagement.
- 5.6 No bankruptcy/ liquidation proceedings have been initiated against the Bidder by any entity/ government agency/ quasi-government agency/ PSU and there is no material case/ proceeding against the Bidder/ its Directors that is likely to have significant impact on its business as selected Bidder/ Engaged Agency/firm or on its deliverables pursuant to this Bid/RFP.
- 5.7 All the information submitted as part of the Bid is true and correct.

We accept all the terms & conditions as mentioned in the RFP. In the event of any contradiction in the terms and conditions mentioned in the RFP and our proposal/ offer to NSPPL, the NSPPL’s decision shall prevail.

Name & Signature and Contact Details of Bidder’s Authorized Signatory

Date:

ANNEXURE I – EHS TERMS & CONDITIONS

Health, Safety and Environment

1. General

1.1. Personal Protective Equipment & Safety Appliances

The Contractor / Agency shall provide all the PPE (Personal Protective Equipment) and safety appliances required to carry out the job to all the workmen at its own cost and expenses.

1.2. PTW System (Wherever applicable, Sole discretion of NSPPL)

The Contractor / Agency shall adhere to all the provisions of EHS requirements. In case of non-compliance or continuous failure in the implementation of any of EHS provisions. NSPPL may impose a stoppage of work without any cost or time implications /or impose a suitable penalty for non-compliance.

1.3. EHS violation Penalty List in INR

1.3.1. Non usage of PPEs – 1000/-

1.3.2. Violation of Barricading Requirements 2,000/- 1.3.3. Caution boards/signs not displayed.1000/-

1.3.4. Work without PTW system 1000/- (EPC, O&M and Work on Live Road)

1.3.5. Usage tools & tackles without valid third-party certification 2000/-

1.3.6. Deployment and usage of Crane and equipment without valid third-party certification 5000/.

1.3.7. Main carriageway blockage without prior permission 5,000/-

1.3.8. Any other unsafe act and condition 2000/-

Remarks: Fines & Penalties shall be decided & revised by NSPPL project manager. Fines & Penalties amount will be deducted from Contractor / Agency payment. Above penalties are for per violation per occasion basis.

2. Method Statement & HIRA (Wherever applicable, Sole discretion of NSPPL)

The Contractor / Agency shall submit a detailed Work method statement and Hazard Identification & Risk Assessment (HIRA) to NSPPL for review and approval before commencing work.

3. Work on Live Road (Wherever applicable, Sole discretion of NSPPL)

3.1. Work Zone - Contractor / Agency shall create and maintain the Traffic control zones as per Section 4 of IRC SP 55 2014 – Advance warning zone, Approach transition zone, Activity zone, Terminal transition zone, Work zone end, ref figure (a) attached as annexure.

3.1.1. Provide MS board with “Arrow marking & Work in progress” display @ 100 meters ahead of the work zone and fix red flags over it for good visibility.

3.1.2. Ensure to provide LED chevron or blinker in case of fog time or working during inadequate illumination.

3.1.3. Display sign boards such as Go Slow, Speed Limit etc.

3.1.4. Deploy flag man along with Red & Green flags with a whistle or virtual flagman to be placed for better visibility and a risk-free approach.

3.1.5. Contractor / Agency should ensure sufficient manpower to provide the safety arrangement on live carriage way.

3.1.6. MS board with display “Men at Work” (900 mm) & Arrow marking should be placed on the live carriageway in particular lane at least 500 m ahead of working place.

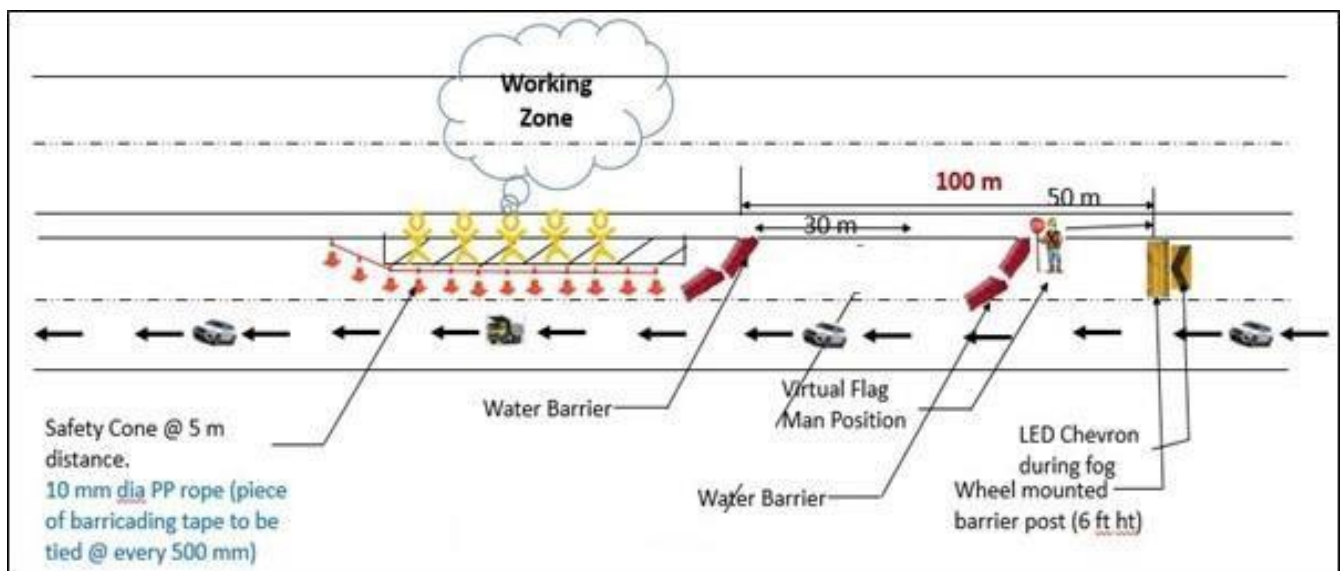
4. ISO 14001 and ISO 45001 Requirement

The Contractors and Agencies are encouraged to comply with the requirements of ISO 14001 and ISO 45001.

Environment

General – The Contractor/Agency shall be responsible for the storage and disposal of any waste generated as a result of its operations. Routine maintenance/Initial improvement works – The Contractor/Agency shall obtain Consent to Establish (CTE) and Consent to Operate (CTO) at its own cost and expenses from the respective State Pollution Control Board and comply with the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.

Annexure - Figure (A)



Note - In addition to the above "Men at Work" (900 mm) & Arrow marking should be placed on the live carriageway at least 500 m ahead of working place.

ANNEXURE II – HR STATUTORY COMPLIANCE CHECKLIST

Name of Agency		Name of Project / Plaza
S No	Record	Description
1	ESIC Registration Certificate	
2	EPF Registration Certificate	
3	PT Registration Certificate	
4	Labour Licesnse under CLRA,1970 & Validity	
5	PSARA License for Security & Gunman	
6	WC Policy Certificate	
7	LWF / BOCW Registration Certificate	

	Description	Remark
	Form A (Register of Employees)	
	Form -B (Register of Wages)	
	Form - C (Register of Loan /Advance/Fine/Damage /Loss /Recovery	
	Form - D (Attendance Register)	
	Form - E (Register of Leave/Rest/Comp- off)	
	EPF Challan	
	EPF Contribution History	
	EPF TRRN Data	
	ESIC Payment receipt	
	ESIC Contribution Statement	
	New Joining / Exit Staff Data (UpdatedForm A)	
	Payment Slips or Bank Endorsed Statement on wages paid	
	LWF or BOCW Cess	
	Professional Tax Payment Challan	
	Payment of Bonus Register	
	Annual Return Under CLRA, 1970	

File No. RW/G-23012/01/2019-W&A(Pt.III)

**Government of India
Ministry of Road Transport & Highways
(Planning Zone)**

Transport Bhawan, 1, Parliament Street, New Delhi - 110001

Dated the 22nd March, 2021.

To

1. The Principal Secretaries/ Secretaries of all States/UTs Public Works Department dealing with National Highways, other centrally sponsored schemes.
2. All Engineers-in-Chief and Chief Engineers of Public Works Departments of States/ UTs dealing with National Highways and other centrally sponsored schemes.

Sub: Model Terms of Reference (ToR) for Supply, Operation and Maintenance of Incident Management Services (IMS) on NHs entrusted with State Governments/UTs - Reg.

- Ref:** (i). Ministry's Letter of even no. dt 15.01.2021 (Contract Document for Medium Term Maintenance of NHs)
- (ii). Ministry's Letter of even no. dt 09.02.2021 (Provision of IMS for development / PR / IRQP Works on NHs)
- (iii). Ministry's Letter of even no. dt 09.02.2021 (SOP for IMS)

Sir,

The Ministry, from time to time, has issued relevant policy for purpose of efficient functioning of National Highways and to ensure safety of road users, inter-alia mandating engagement of Incident Management Services (IMS), comprising Rescue Ambulances, Route Patrol Vehicles and Tow Away Cranes/Vehicles, for medium term maintenance contracts of 3 years or more as well as new development projects and PR/IRQP works on National Highways (NHs) entrusted with State Governments/UTs, vide letters cited under reference (i) and (ii).

2. Standard Operating Procedure (SOP) for IMS has been circulated vide letter cited under reference (iii).
3. In continuation of above, the model Terms of Reference (ToR) specifically for IMS is annexed for inclusion in the RFP and Contract Agreement for the main civil work contract or medium term maintenance contract, as is applicable, with immediate effect and until further orders.
4. This issues with the approval of Competent Authority.

Enclosure: As above



(A. Maulik)

Executive Engineer (Planning)
planningmorth@gmail.com

Copy for kind information and necessary action to:-

1. The Chairman, NHAI

2. The Managing Director, NHIDCL
3. All CEs in the Ministry of Road Transport & Highways
4. All ROs of the Ministry of Road Transport & Highways
5. The Secretary General, Indian Roads Congress
6. Technical circular file of S&R (P&B) Section
7. NIC-for uploading on Ministry's website under "What's New"

Copy for information to:-

1. PS to Hon'ble Minister (RT&H)
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3. Sr. PPS to Secretary (RT&H)
4. Sr. PPS to DG (RD) & SS
5. Sr. PPS to AS&FA
6. Sr. PPS to Pr. CCA, MoRT&H
7. Sr. PPS / PPS / PS to ADG-I/II/III/IV
8. Sr. PPS / PPS / PS to JS (H)/ JS (NHIDCL)/ JS (Toll) / JS (LA&C) / JS (IT)

Enclosure to Ministry's OM No. RW/G-23012/01/2019-W&A(Pt.III) dated 22.03.2021

Terms of Reference ("TOR") for Supply, Operation and Maintenance of Incident Management Services (IMS) on National Highways

1. Background

- 1.1. The Ministry of Road Transport and Highways (M/oRT&H), through State PWDs or PIUs of the Ministry, awards works for design, construction, operation and maintenance of National Highways (NHs) to Contractors.
- 1.2. With the expansion in road network, motorization and urbanization in the country, the number of road accidents have surged. Road traffic injuries and fatalities have emerged as a major public health concern and one of the leading causes of deaths, disabilities and hospitalizations imposing severe socio-economic costs on society.
- 1.3. M/oRT&H has mandated implementation of Incident Management Services (IMS), comprising of Rescue Ambulances, Route Patrol Vehicles and Tow Away Vehicles/Cranes, during operation and maintenance of National Highways.
- 1.4. During the operation and maintenance of highway stretches, in order to provide relief and rescue measures in the aftermath of accidents, Contractors have been mandated to deploy tow away cranes for removing the breakdown/damaged vehicles; ambulances to provide immediate first-aid during golden hour to the accident victims and subsequent transfer of the accident victim to the nearest hospital/trauma care centre; and route patrolling vehicles to check unauthorized activities, guide the road users and provide traffic management assistance during incidents.

2. Objective

- 2.1. The objective of the Traffic Incident Management System is to provide an integrated approach to Incident Management by freeing up the road as quickly as possible following an incident, taking account of traffic safety, fostering the best interests of any victims involved and managing the resulting damage. Rapid response to incidents is critical not only for saving lives and aiding the injured, but also for maintaining the efficiency of traffic flows.
- 2.2. The nation-wide Traffic Incident Management System will consist of a combination of multiple on-road units (Rescue Ambulances, Route Patrol Vehicles, Tow-Away Cranes/Vehicles), a Central Command & Control Centre at the national level (helpline no. 1033 and managed by IHMCL), local Command and Control Centres of the individual Contractors (to coordinate with the Central Command and Control Centre) and support units (e.g., Trauma Centre) working seamlessly to identify, verify, respond to and manage incidents.
- 2.3. M/oRT&H intends to implement / take up in the selected service area "Supply, Operation & Maintenance of Incident Management Services (IMS) on National Highways" through the main Civil Contractor under the scope of main Civil Work component of the Project.
- 2.4. The detailed scope of the project is mentioned in the subsequent pages. The Contractor is also expected to co-ordinate with the support units.

***Disclaimer: Any complaints arising out of the service provided to any patient during transportation from incident site to nearby medical care facility shall solely be the**

responsibility of the Contractor and nowhere shall M/oRT&H or its implementing agency be made a party in such complaints.

3. Scope of Work

3.1. **Service Area:** National Highways across the area as and when decided by M/oRT&H or its implementing agency and informed to the Contractor shall be the service area. The Traffic Incident Emergency Management system in the specified service area will consist of the following components:-

- On-road units:
 - '2 patient capacity' Rescue Ambulances
 - Route Patrol Vehicles
 - Tow-away Cranes/Vehicles

The Contractor shall be required to co-ordinate with all the on-road units near its deployment station and shall actively participate in the incident management and scene handling.

- Support units:
 - Police Department
 - Fire Department
 - Hospitals/Trauma Care Centres
 - 108/102/112 Services

The Contractor shall provide "Two Patient Capacity" Rescue Ambulances, Route Patrol Vehicles and Tow Away Cranes as per specifications detailed in SOP for IMS circulated by M/oRT&H vide Letter No. RW/G-23012/01/2019-W&A(Pt.III) dated 09.02.2021. The Contractor shall provide these on-road units on National Highways anywhere in the specified service area as instructed by Employer. The Contractor shall fulfil the Service Levels as mentioned in Clause 7 of the TOR.

Each on-road unit provided by Contractor will serve 30 Km of National Highway on both sides of its deployment station or a total length of 60 Km as per the influence length of the deployment station (the location of such stations and coverage of each on-road unit will be determined by the Employer). Based on the instructions given by the Employer as and when required, the Contractor shall provide the on-road units for the National Highways across the specified service area as per SOP for IMS circulated by M/oRT&H vide Letter No. RW/G-23012/01/2019-W&A(Pt.III) dated 09.02.2021.

The Rates quoted by the Contractor for supply, operation and maintenance of IMS in the specified service area shall be based on per unit per month lease fee of the on-road units including the associated manpower. The Employer may increase or decrease the number of vehicles based on its requirement. The exact number of units to be deployed shall be determined by the Employer as per requirement. However, the likely number of on-road units for which order shall be issued would be for ___ Ambulances, ___ Route Patrol Vehicles and ___ Tow Away Cranes, subject to variation under change of scope provisions of this document.

The Rates quoted by the Contractor should take into consideration the running of individual on-road units for 1200 Kms per month in case of Rescue Ambulance, 5500 Kms per month in case of Route Patrol Vehicle and 1800 Kms per month in case of

Tow Away Crane/Vehicle.

In case the actual running of the individual on-road units exceeds the above specified limits, they shall be given additional running expenses of Rs. 12 (twelve rupees) per Kilometer per Vehicle. The actual running of the vehicles shall be calculated as following:-`

The distance covered for attending any emergency either through dispatch call received through 1033 or through modes other than 1033 calls and distance travelled during any mock drills as directed by the Authority/Employer. For rescue ambulance, the actual distance shall be counted from the station/post of the on-road unit to the location of incident, and transport of victim to the nearest hospital and further back to its station/post again. The actual running of on-road units shall be evaluated through the CAD/GIS based emergency response system and GPS based data only.

The Contractor will also be responsible for coordinating with the Support Units listed above, to ensure that incident response is as per the stipulated guidelines.

- 3.2. The Contractor shall be required to study the entire project stretch and undertake, inter-alia, responsibilities for testing & commissioning the system integration of all required hardware / software / equipment/ subsystem in a time bound manner and provide round the clock operation and maintenance of the same, while meeting the service level requirements, during the entire contract period.
- 3.3. On completion of contract or upon termination of contract, the Contractor shall take away all of its deployed on-road units on 'as-is-where-is-basis'. Further, any damage to the pavement/ shoulder/ roadside condition arising as a result of removal of the Contractor's equipment/ systems/ foundations etc. pertaining to IMS shall be rectified by the Contractor at its own cost.

3.4. Deleted

3.5. Features of Traffic Incident Management System

The Contractor shall set up and maintain an Incident Management System and supply regular incident statistics to the Employer.

Operation of Incident Management Services (IMS) shall be synchronised with toll-free no. 1033 or any other no. applicable.

Incident Management entails a set of coordinated activities initiated by the Contractor when an incident (an extraordinary event resulting in the reduction of road capacity or creates a hazard for users) occurs, in order to minimize the effects of the incident and restore normal capacity and safety levels to all affected road facilities as efficiently as possible.

The Contractor has to identify relevant support agencies (e.g. rescue, fire, hazardous materials, traffic, police, ambulance, hospitals, alternative routes, municipalities, cleanups) and their representatives and to liaise with these representatives on behalf of the Employer.

The local Incident Management / Command and Control Centre of the Contractor (minimum 500 sqm.) shall be continuously staffed on a 24 hours basis. The Contractor shall maintain records of the details of all incidents (e.g. collision, hazardous material, breakdown, etc.). After occurrence of any major incident, resulting in multiple loss of life, significant periods of road closure or major route rehabilitation work, an incident debriefing report shall be produced and forwarded to the Employer within 24 hours of

occurrence. The Command and Control Centre shall monitor the location of route of incident management vehicles/rescue operation vehicles through Vehicle Tracking System (VTS) on continuous basis.

The Contractor will keep a record of the removed accident/damaged vehicles by taking a dated photograph of the same and will submit the report on weekly basis to the Employer/Engineer.

The Contractor will remove dead animals/birds from the carriageway and bury them at a suitable location as directed by the Engineer/Employer within two hours of the incident and accident vehicles/Debris within 4 hours after police inspection.

The Route Patrol Vehicle, Ambulance and Crane shall be equipped (for 24 x7 period and total duration of contract) with Vehicle Tracking System (VTS), equipment/medicines as mentioned in the provisions of this document.

i) Route Patrol Vehicle

The Contractor is required to provide 24 hours per day route patrols to assist the road users of the highway, to provide information, feedback and perform functions in relation to incident management. To achieve this, the Patrol vehicles fitted with VTS should be fully equipped as well as the patrol persons should be adequately trained in traffic management, road safety and primary first aid. The purpose of these patrols is to:

- Provide the users of the highway with basic mechanical help for vehicles that breakdown on the road and also protect other users from such vehicles.
- Immediately identify traffic hazards of whatever nature, such as unauthorized parking, public transport vehicles, obstructing traffic during passenger loading and unloading, debris, stray animals and the like. The operator shall take the necessary measures to remove such obstructions.
- Provide emergency management at accident scenes until such time as the appropriate authorities arrive.
- Assist with the removal of damaged or mechanically impaired vehicles from the highway.
- Observe, record and report suspect aspects of the highway, hazards and incidental damage caused by vehicles, floods, storms or other random events, such that the highway maintenance records and database are continuously improved.

Patrol Vehicles, including equipment and man power, shall conform to standard specifications issued vide Ministry's Letter No. RW/G-23012/01/2019-W&A(Pt.III) dated 09.02.2021.

Typical duties of the Route Patrol in-Charge are:-

- Patrol the corridor to ensure obstruction free flow as per shift standards.
- To report to police and assist injured at accident scene and remove all obstructions from road when the vehicles are cleared.
- To provide first aid to injured, contact control room and ambulance service if needed, assist police.
- Report all incidents on radio control, to control room.
- To ensure safety of traffic with minimal delay at accidents.

- To assist motorists on broken down vehicles and to ensure that they do not obstruct free flow.
- Maintain relations with all emergency services, and local safety councils.
- To report carriageway condition of drainage, ROW plantations, median plantation etc.
- Check on encroachment irregularities taking place within ROW, and prevent unauthorized entry into the corridor.
- Prevent theft of assets and report.
- Attend to urgent maintenance for safety requirements.

All times, the Route Patrol In-Charge should have with him a list of telephone numbers and address of all concerned in providing the road users services.

ii) Rescue Ambulance

Rescue Ambulance, along with medical devices, on-board equipment, medicines and manpower shall conform to standard specifications issued vide Ministry's Letter No. RW/G-23012/01/2019-W&A(Pt.III) dated 09.02.2021.

The vehicle shall run minimum 5 km daily (even for dry run), to be eligible for monthly payment.

The roles and responsibilities of rescue ambulances include but are not limited to the following:

- Rescue Ambulances should be operational 24 hours per day in 3 shifts of 8 hours each.
- 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" to casualties of highway accidents and enable immobilization, retrieval & transfer to the nearest centre that provides suitable medical care.
- Pre shift check: Each rescue ambulance EMT (Emergency Medical Technician) staff should make sure that the vehicle and the equipment are in compliance with the specifications and are functional. In case any equipment is not functional, the EMT staff should replace the faulty equipment.
- Communication: All communication radios and devices should be kept 'on' and the volume 'up'. All communications of rescue ambulances with Command Centre and/or other on-road units should be monitored by Command Centre.
- Incident detection/Notification: Whenever an incident is detected on highways by the rescue ambulance, the rescue ambulance's EMT should immediately notify the local Command Centre / 1033 call centre and Route Patrol Vehicle and provide details of the incident and request for the appropriate response.
- Incident response:
 - Provide initial first aid to road accident victims.
 - Support resuscitation and monitoring of the patient & thus prevent his/ her situation from worsening.
 - Help Highway Surveillance / Route Patrol Personnel in extrication as and when required.

- Initiate the extrication process, in cases where the rescue ambulance is the first responder to the incident.
- Scene management:
 - Rescue ambulance should take the victim to the nearest appropriate hospital.

Actual number of vehicles deployed by the Contractor should meet the SLA (Service Level Agreement) requirements.

iii) Tow Away Crane/ Vehicle

The tow-away crane/vehicle shall be of adequate capacity (minimum 20MT) with all necessary equipment so that it can reach the site of the incident within 30 minutes of call and clear the disabled / accidented vehicles. It should be in good condition and registration number not older than two years at the time of procurement / leasing / hiring. It shall also be fitted with a GPS based Vehicle Tracking System to monitor its movement on 24 hours x 7 days of a week basis. Tow away crane/vehicle manpower shall include 1 Driver/Operator and 1 Helper per shift per vehicle.

The vehicle shall be painted with approved colour pattern with road authority name and emblem painted sides, back and front.

The vehicle shall run minimum 5 km daily (even for dry run), to be eligible for monthly payment.

3.6. Integration with Computer Aided Dispatch (CAD) system / GIS based emergency response system of NHAI:

NHAI is developing a Computer Aided Dispatch (CAD) system / GIS based emergency response system, with which the Contractor shall integrate its GPS/VTS and install its Application/ IT Solution on its communication device. The compliance of the service level requirements under this contract shall only be judged through the automatic SLA reports generated through this IT solution. No payment for IMS related services under this contract shall be made to the contractor outside the ambit of the Computer Aided Dispatch system/ GIS based emergency response system of NHAI (once made operational, in accordance with Clause 10) except for any emergent situation duly certificated by the State PWD or M/oRT&H PIU/RO under whose jurisdiction the IMS facilities have been deployed. The Contractor shall maintain its own register to document all calls and incidents.

3.7. Design Approval, Acceptance Tests and Approvals for On-road units: The minimum requirements for the commissioning and acceptance of the deployment of the on-road units by Employer / Authority and/or its representative will involve at least the following aspects:-

On-road Units' Deployment Completion Report: Details of the on-road units deployed, along with their specifications, list of equipment, personnel deployed and other documents as described in Clause 8.2.3 of TOR herein below are to be provided to Employer / Authority and/or its representative for approval.

On-road Units' Acceptance Tests: Employer / Authority and/or its representative will inspect the on-road units, the equipment on board and the personnel deployed to ensure that they meet the required specifications. The on-road unit commissioning milestone will be deemed to have been reached on the successful

completion of the Acceptance Tests duly approved by the Employer / Authority and/or its representative.

Integration with Computer Aided Dispatch system/ GIS based emergency response system of NHA: All the on-road units deployed by the Contractor shall be integrated with the IT Solution of NHA for intimation about the incidents, monitoring and generation of SLA reports.

- 3.7.1. **Cure Period:** The Contractor shall inform to Employer / Authority in writing, when they are ready to commission the on-road units, at least 15 days prior to scheduled completion for joint inspection & issuance of the Commissioning Certificate. If any minor rectification / additional works are mandated by Employer / Authority and/or its representative, the same shall be completed in all respects & commissioning certificate obtained within a period of 1 (one) month after the scheduled commissioning date.
- 3.8. **Standard Operating Procedure (“SOP”):** The Contractor shall design a detailed SOP Manual listing all the steps that need to be undertaken by the personnel in the 1033 and Local Command Centres and the on-road units for all incident types and sub-types. The SOP Manual needs to be submitted to Employer / Authority and/or its representative for review and approval. The following is the high-level standard operating procedure envisaged for management of all incidents by the Traffic Incident Management System:-

Step 1: Incident occurs on a National Highway

Step 2: Incident is detected on the Highway and relayed to the 1033 Command Centre by any of the following means:-

- Call from an individual through a cell phone to 1033/108 or any other helpline number applicable.
- Route Patrol Vehicle detects the incident during its patrol.
- Call from police or other emergency service providers / personnel.
- Notification through sukhad yatra app or any other app designed for the purpose of incident reporting.

Operators in the 1033 Command Centre accordingly note down on the system the details of the incident and transfer call/incident details to the concerned local Command Centre of the Contractor.

Step 3: Incident is verified at 1033 / Local Command Centre:-

- Route Patrol Vehicle reaches the location and verifies the details of the incident and provides a more accurate location details to ensure other emergency personnel reach correctly.

Step 4: 1033 / Local Command Centre dispatches appropriate response based on incident type and incident details gathered:-

- Nearest Route Patrol Vehicle available dispatched to control traffic flow in the incident location.
- Nearest Rescue Ambulance available is dispatched if there are any injuries along with the details of the nearest hospital to be taken to.
- Nearest Tow away cranes available are dispatched if there are any vehicle breakdowns that is affecting the flow of traffic.
- Operator informs local police and any other authority as necessary.
- Operator sends e-mail/SMS to all concerned personnel including the caller with the dispatch details.
- Operator tracks the dispatched vehicles on the GIS Map.

Step 5: Response arrives on scene:-

- Route Patrol Vehicle closes lanes and diverts traffic while constantly updating the 1033 / Local Command Centre.
- Rescue Ambulance removes injured people to the nearest hospital.
- Tow-away crane removes the vehicles from road.
- On receiving information from the Route Patrol Vehicle, the 1033 / Local Command Centre updates VMS, and other multi-media with details of the incident and delay expected.

Step 6: Roadway is cleared:-

- Route Patrol Vehicle updates 1033 / Local Command Centre.
- Operator enters any additional information received into the system

Step 7: Incident is closed:-

- Tow-away crane leaves the scene.
- Rescue Ambulance reaches hospital and updates the 1033 / Local command centre.
- Route Patrol Vehicle updates command centre and leaves the scene to resume patrolling of the highway.
- 1033 / Local Command Centre logs incident closed and updates the traveller information; the same is also updated in Computer Aided Dispatch system/ GIS based emergency response system.

Step 8: Normal traffic flow resumes

4. Response to emergency medical calls outside Service Area

If the Contractor receives a medical emergency call where the incident location is outside the Service Area as decided by the Authority/Employer, the Contractor should attend to the incident if the Contractor's rescue ambulance is the nearest ambulance or it can reach the incident location in 15 minutes. If not, the Contractor should transfer the call to the corresponding agency handling emergency medical services (e.g. 108 or the district hospital, etc.). The decision to attend to the incident or transfer the call should only be based on the course of action that is best suited for the patient.

The Contractor will not be held responsible for response time performance on a response outside the Service Area. However, the Contractor shall use their best efforts in responding

to calls outside the Service Area. It shall be understood that the Contractor will not leave their Service Area uncovered or understaffed when providing assistance outside the Service Area. The dispatch of on-road units to outside the Service Area is restricted to only Rescue Ambulances and not to Route Patrol Vehicles and Tow Away Cranes. The response is also restricted only to emergency medical aid and does not include normal patient transport.

If the Contractor decides not to attend to the incident, the operator handling the call should transfer it to the corresponding agency/authority and should stay on the call till the caller is connected with the concerned authority. The operator should enter details of the agency to which the incident was transferred to while closing the incident on the system. The Contractor should maintain contact details of all agencies responsible for providing emergency medical care in the States in their system.

5. Employer's responsibility: Employer will make available the following to the successful bidder:-

5.1. Required approvals and relevant documentation from Employer and / or other stakeholders concerned with the highway stretch.

5.2. Intervening / calling meetings with concerned Concessionaire(s) / Contractors / concerned agencies etc. on need basis to jointly discuss / finalize / brief the desired system / operational / functional requirement for achieving the desired results.

6. Contractor's responsibility / obligation towards IMS: The Contractor agrees and undertakes to fulfil the minimum service requirements / obligations as prescribed under Clause 7 of TOR. Broadly, these shall include inter-alia:-

6.1. Covering the entire Service Area as prescribed under Clause 3.1 of TOR and shall also respond to medical emergency calls outside the Service Area with the protocol prescribed in Clause 4 of TOR.

6.2. The Contractor shall be responsible for arrangement and provision of all sources of electrical power and communication for performing its duties under this contract.

6.3. Strictly complying with the prescribed timelines and specifications.

6.4. Coordinate with respective agencies for obtaining the necessary approvals before commencing works. System installation shall be done with minimal disruption to on-going operations.

6.5. **Supply, Operation & Maintenance of Ambulances for National Highways in the specified Service Area** to meet the Service Level Requirements (SLR) prescribed under Clause 7 of TOR.

6.6. Reporting Requirements: The Contractor shall provide all reports on time and in the frequency as specified in this TOR.

6.7. The Contractor shall be responsible for complying with all statutory requirements concerning the subject matter viz. compliance to Labour Laws, Tax(es), employee insurance etc.

6.8. Co-ordinating with agencies involved in emergency operations in the Service Area (e.g. Police, Fire, etc.)

6.9. The Contractor shall ensure that all personnel deployed communicate politely with all motorists. Any complaint received against any personnel deployed would be dealt with seriously by Employer / Authority.

6.10. The Contractor shall be responsible for all crimes committed by the personnel deployed while on-duty which includes but not limited to road accidents, harassing road travellers and or any other incident requiring police intervention. Employer /

Authority will not be held responsible for the actions of personnel deployed by the Contractor.

- 6.11. The use of cell phones and PSTN (Public Switched Telephone Network Services) in addition to the existing provisions of the RFP is permissible, only on the condition that the contractor shall be able to fulfil all the terms of reference of the RFP and should fulfil the Service Level Agreements (SLA) at its own risk and shall not shift any risk or responsibility on Employer / Authority for non-achievement of SLA and corresponding penalties in payment due to any issue of the mobile network connectivity. The bidders shall be declared responsive even if they submit proposal for use of cell phones only.

7. Service Levels

- 7.1. The Contractor shall monitor and maintain the stated service levels to provide quality service to Employer / Authority and motorists for entire duration of the contract period, even if the traffic in the highway stretches increases.
- 7.2. The Service Level parameters shall be monitored on a monthly basis as per the individual Service Level parameter requirements. The service levels of the Computer Aided Dispatch (CAD) system / GIS based emergency response system shall be monitored by the ROs of M/oRT&H while the performance of the on road units shall be monitored by the State PWD / PIU of M/oRT&H. The Contractor is expected to provide the service levels as per TOR. In case these service levels cannot be achieved at service levels defined in Clause 7.12 of TOR, it shall result in a breach of contract and invoke the penalty as described in Clause 11 of TOR.
- 7.3. The CAD system / GIS based emergency response system shall generate automatic reports every month to track the performance based on the SLAs. The automatic report will be sent to the concerned officer of Employer / Authority.
- 7.4. Payments to the Contractor are linked to the compliance with the SLA metrics as laid down in the TOR below.
- 7.5. SLAs will be subject to being redefined, to the extent necessitated by field experience at the user units and the developments of technology practices globally.
- 7.6. During the contract period, any changes to the SLA, in terms of addition, alteration or deletion of certain parameters, will be based on mutual consent of all the parties i.e. Employer / Authority and the Contractor and with a minimum thirty (30) days' notice.
- 7.7. It may be noted that the Contractor has to provide for the required tools to measure the SLA parameters. Employer / Authority reserves the right to appoint Third Party for the audits. Audits will normally be done on regular basis or as required by Employer / Authority and will be performed by Employer / Authority or its appointed third party agencies. The Contractor shall make provision that requisite permission is given to the Third Party Agency for carrying out the audit process on regular basis.
- 7.8. The Computer Aided Dispatch system/ GIS based emergency response system software utilized by the Contractor shall include security features preventing unauthorized access and full audit trail documentation.
- 7.9. The third party testing and audit of the system shall put sufficient emphasis on ensuring the capability of system to capture SLA compliance correctly and as specified in this TOR. The system should generate the SLA Monitoring report in the end of every month which is to be shared with Employer / Authority on a monthly basis. The system should also be capable of generating SLA reports for a Quarterly, Half-yearly and Annual basis.

Employer / Authority or its representatives will audit the tool and the scripts on a regular basis.

7.10. Penalties, if any, for non-compliance of SLAs shall be adjusted in the monthly payments. The final payment will be released after all SLA deductions.

7.11. It is to be noted that 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), then Employer / Authority shall issue a warning notice. Once a warning notice has been issued, if it is observed that the overall penalty in a further three continuous months in any period thereafter is 20% or above (i.e. the service point score is less than 80 for three continuous months), then the Employer / Authority shall have the right to deduct an additional penalty equal to the maximum monthly amount that is admissible to the Contractor on account of IMS related services only. The Employer/Authority reserves the right to recover this additional penalty from IMS related monthly payments or O&M amounts payable to the Contractor during maintenance period of the project highway. Upon occurrence of Contractor's Default in implementation of IMS in the specified service area as per scope of the Contract, the Employer / Authority may choose to allocate the specified service area to any other Contractor for operation and maintenance of IMS, at its sole discretion and at the risk and cost of the defaulting Contractor.

7.12.

A. Definitions

(i) **Incident Detection:** The Contractor's Response Time begins at "Incident Detection" which is defined as when the 1033 Command Centre that dispatches the on-road units receives information about the occurrence of an incident and initiates the function of the dispatch for the vehicle through Computer Aided Dispatch system/ GIS based emergency response system.

(ii) **On Scene:** "On Scene" time means the moment the on-road unit arrives and stops at the location of the incident.

(iii) **Response time:** Response Time for Route Patrol Vehicle and Rescue Ambulance is defined as the interval, in exact minutes and integer seconds, between the Incident Detection time and On Scene time. For Tow Away Crane/Vehicle, the response time shall start from the moment the Patrol Vehicle or Command Centre makes a call to the Tow Away Crane/Vehicle and shall end as soon as the Tow Away Crane/Vehicle reaches the incident location.

(iv) The Contractor shall not be held accountable for Response Time compliance for any request for service originating outside of the stretches given in Service Area (as decided by the Authority/Employer). Those responses will not be counted in the number of total calls used to determine response time compliance under this Contract.

(v) If the Contractor disputes Employer's response time calculation, or the imposition of any other penalties, the Contractor may appeal to the concerned Project Zone CE in M/oRT&H in writing within ten working days of receipt of notice of penalty. The written appeal shall describe the problem and give reasons why such penalty should not be assessed. The concerned Project Zone CE in M/oRT&H will review all such appeals and make the decision to eliminate, modify, or maintain the appealed penalty.

(vi) **Network Outage** : Network outage is defined as an event when any failure occurs (even if the service is NOT interrupted) in the network due to the unavailability of any link (primary or backup), or due to a fault in the network equipment like routers, switches, firewall, IDS, Server, Desktops (including modules/ports/power supply system(s), software module etc.).

B. The criteria, SLAs (Service Level Agreements) & evaluation metrics are as follows:-

(i) **Ambulance Response Time of less than 15 mins to 36 mins** - defined as the time interval between Incident Detection and Rescue Ambulance On Scene. For incidents within 25 kms from the station/post, the ambulance response time should be less than 15 minutes and for incidents beyond 25 kms and upto 60 kms from the station/post, the ambulance response time shall be proportionally increased. This SLA of response time shall be not applicable in case the Ambulance is already on a previous call which has not been concluded and a new call is transferred to the same ambulance.

- > 95% of cases = 70 points
- 90 - 94.99% of cases = 60 points
- 85 - 89.99% of cases = 50 points
- <85% of cases = 0 points

(ii) **IT System and network uptime** - defined as "one minus the fraction of unscheduled down time per relevant period" expressed as a percentage. This is equivalent to the number of actual service hours or fractions thereof delivered compared to the number of agreed scheduled service hours for each calendar month. System will be considered unavailable if any Network Outage happens.

- >99.5% = 30 points
- 99.3% - 99.5% = 20 points
- <99.3% = 0 points

(iii) **Non-attending any dispatch call/message from 1033 Command Centre** - In case the Ambulance does not attend the dispatch call, then a penalty of Rs. 10,000/- per call shall be levied on the Contractor. A relaxation of non-attendance to only two calls per month may be allowed on technical grounds.

(iv) **Removal of Dead Animals/Birds and Accident Vehicles/Debris from Carriageway** - The Contractor will remove dead animals/birds from the carriageway and bury them at a suitable location, as directed by the Engineer / Employer, within two hours of the incident and accident vehicles/Debris within 4 hours after police inspection. If the Contractor fails to remove the dead animals/birds and accident vehicles/debris from the carriageway within specified time of the incident, he will be levied a penalty of Rs.10,000/- per such incident.

7.13. Penalties for non-compliance of SLAs

The performance of the Contractor will be evaluated monthly by adding the points accumulated for Ambulance Response Time of less than 15 mins/36 mins, as applicable, and IT System uptime and by recording the number of calls not attended by the contractor. The Contractor will be scored on a scale of 1 to 100 for Ambulance Response Time of less

than 15 mins / 36 Minutes, as applicable, and IT System uptime. The Computer Aided Dispatch system/ GIS based emergency response system will generate automatic reports to track the performance based on the SLAs. The automatic report will be sent to the concerned officer(s) of Employer / Authority. These SLA requirements shall be strictly imposed. The concerned officer at the State PWD along with the RO of M/oRT&H will be responsible for reviewing the performance of the Contractor against the SLAs. A payment disincentive has been designed on basis of the following criteria which will be applicable against the total points accumulated. If the total points accumulated by the Contractor in a month are between:-

- 90 to 100 points - 100% of amount payable for IMS related services will be paid
- 85 to 89 points - 95% of amount payable for IMS related services will be paid
- 80 to 84 points - 90% of amount payable for IMS related services will be paid
- Less than 80 points - 80% of amount payable for IMS related services will be paid

In addition to above, a penalty of Rs. 10,000/- per call not-attended to shall be levied on the Contractor over and above the above given penalty provisions.

Further, in case the Contractor fails to remove the dead animals/birds and accident vehicles/debris from the carriageway within specified time of the incident [Clause 7.12B(iv)], he will be levied a penalty of Rs.10,000/- per such incident, over and above the above given penalty provisions.

If the Contractor fails to meet the requirements of the contract in any one of the following ways, the Contractor will also be required to submit an Improvement Plan detailing out steps/ initiatives to improve performance against each one of the designed SLAs:-

The Contractor receives a score of less than 85 points for two consecutive months;

or

The Contractor receives a score of less than 90 points for three consecutive months;

or

The Contractor receives a score less than the maximum for a particular SLA for three consecutive months (e.g. Ambulance Response Time score of less than 70 for three consecutive months)

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), then Employer / Authority shall issue a warning notice. Once a warning notice has been issued, if it is observed that the overall penalty in a further three continuous months in any period thereafter is 20% or above (i.e. the service point score is less than 80 for three continuous months), then the Employer / Authority shall have the right to deduct an additional penalty equal to the maximum monthly amount that is admissible to the Contractor on account of IMS related services only. The Employer/Authority reserves the right to recover this additional penalty from IMS related monthly payments or O&M amounts payable to the Contractor during maintenance period of the project highway. Upon occurrence of Contractor's Default in implementation of IMS in the specified service area as per scope of the Contract, the Employer / Authority may

choose to allocate the specified service area to any other Contractor for operation and maintenance of IMS, at its sole discretion and at the risk and cost of the defaulting Contractor.

8. **Implementation Schedule:** Following is the implementation schedule to be followed by the Contractor. Any delays in adhering to the below schedule shall result in penalties described in Clause 11.1 of TOR.

Scope of Work	Submission Schedule
Detailed project schedule	M0+01month
On-road units deployment plan	
On-road units procurement plan	
On-road units integration plan with Computer Aided Dispatch system/ GIS based emergency response system of NHA	
Manpower deployment plan	
On-road units training plan	M0+02 months
Computer Aided Dispatch system/ GIS based emergency response system training plan	
Progress report on overall project schedule pertaining to deployment of IMS and deployment plans / procurement plans submitted in M0+01month	
Standard Operating Procedures	
Computer Aided Dispatch system/ GIS based emergency response system integration completion report	M0+03 months
Submission of CVs and qualification of all personnel to be deployed in On-road units	
Site Acceptance Test (SAT) report	
Training completion report	
Mapping of important locations for entire deployment	
Phonebook/directory of all personnel/bodies involved in Incident Management	M0+04 months
Commissioning certificate for rollout of on-road units of IMS covering 100% of Service Area	
Note: "M 0" shall be taken as the Date which precedes the Provisional Completion Date for civil works by 4 months.	

M/O RT&H and/or its authorized representatives will carry out audits and reviews in Month 1, 2 and 3 to ensure that the integration and procurement of on-road units are as per the specifications. The Contractor is required to ensure that there is no unnecessary delay in roll-out of on-road units for Operation and Maintenance (O&M) of Incident

Management Services in the specified service area during the entire period of engagement of IMS.

The following are the reports to be submitted by the Contractor in the O&M stage. Any delays in adhering to the below schedule can result in penalties described in Clause 11.2 of TOR.

Scope of Work	Submission Schedule
SLA Compliance Report	Monthly
Staffing Report	
Asset Inventory Report	
Change Control Process Report	As an when required
Innovation and Improvement Plan	Annual

8.1. Detailed Project Schedule

- The Contractor shall develop a detailed project schedule using the Critical Path Method (CPM). The schedule shall include delivery dates for all deliverables, milestones, reports, scheduled meetings, reviews, equipment preventive maintenance and staff training. The schedule should include major critical involvement by Employer / Authority's personnel, such as reviews.

8.2. On-road units

8.2.1. On-road Units Deployment Plan

- Should contain the total number of Rescue Ambulances, Route Patrol Vehicles and Tow Away Cranes.
- Should contain the location of the on-road units in latitude/ longitude and in chainage terms.
- Should also contain the area to be covered by each Route Patrol Vehicle in kilometres along with the details of the starting and ending latitude and longitude which each Route Patrol Vehicle will patrol.
- Should contain the methodology (e.g. geo analysis of accident data) to arrive at the locations of the on-road units.
- Should also mention the variations in on-road units deployed based on time-of-day, number of lanes, etc.

8.2.2. On-Road Units' Procurement Plan

- Should have on-road units' procurement strategy including method of procurement (i.e. buy, lease, or a combination thereof).
- Should have information about type, make, model and specifications of vehicles to be procured.
- Should have details of any additional equipment the Contractor may deploy in addition to the minimum equipment list as given in the specifications.

8.2.3. On-road Units Deployment Completion Report

- Should include a complete listing of all on-road units deployed including their license/registration number and vehicle identification numbers.
- Should also contain the details of the vehicle owner (in case of renting or leasing) including name, address and telephone number.
- Should also include type, make, model and specifications of vehicle procured.
- Should also include the details of vehicles kept in reserve.

- Copy of Registration Certificate of all vehicles (including reserve vehicles) to be submitted along with this report.
- Should also include the list of equipment kept in each vehicle.
- Training certificate of every personnel employed in the on-road units should also be submitted along with this report.
- Changes in the ownership of the on-road units, including changes of the vehicle owner (in case of renting or leasing) as well as transfer of ownership, purchase or sale of on-road units used under the Contract shall be reported to Employer / Authority.

8.3. Manpower

8.3.1. Manpower Deployment Plan

- Should contain hiring procedures, workers compensation, leave practices, shift timings, acceptable employee conduct, etc.
- Should contain details of manpower deployed (on-road and IT/Database Admin **Computer aided dispatch system/ GIS based emergency response system**) for each shift.
- Should also contain details of manpower deployment for peak periods (if any).
- Should have details about the organization structure, reporting relationships, etc.

8.3.2. Submission of CVs and qualifications of all personnel to be deployed including that of on-road units

- Should contain for each personnel to be deployed their college/university and other specialized education giving names of schools, dates attended and degrees and marks obtained along with proof of qualification.
- Should contain for each personnel to be deployed their employment record starting with their current position, list in reverse order, every employment held since graduation giving details of dates and period of employment, names of employing organization, title of positions held and location of assignments.
- Experience certificate and degree certificate must be attached along with the CVs.

8.4. Trainings

8.4.1. On-road Units Training Plan

- Should contain the list of courses (for EMT and for Driver to act as his/her assistant) and their description that every personnel will be trained on along with the mode of training during initial 4 months of implementation phase.
- Should contain the detailed training manuals that will be used during the training.
- Should contain the list of activities/practical examples of the training.
- Should contain the details of the institute in which the trainings are conducted; if the trainings are conducted in-house, should contain the details of all the trainers/instructors and their qualifications.
- Should contain the detailed training schedule.
- Every year a refresher training course shall be arranged for all the EMTs/Paramedics and all the drivers.

8.4.2. Computer Aided Dispatch system/ GIS based emergency response system Training Plan

- Should contain the list of courses and their description that every personnel will be trained on along with the mode of training.
- Should contain the detailed training manuals that will be used during the training.
- Should contain the list of activities/practical examples of the training.
- Should contain the details of the institute in which the trainings are conducted; if the trainings are conducted in-house, should contain the details of all the trainers/instructors and their qualifications.
- Should contain the detailed training schedule.

8.4.3. Training Completion Report

- Certification from the institute/instructor that all the trainings prescribed in the specifications were completed according to the training manual submitted. This shall be subject to surprise inspection by officers of Employer / Authority or its representatives authorized for this task.

8.5. Traffic Incident Emergency Management System

8.5.1. Standard Operations Procedure manual

- The manual is for all users of the system including but not limited to:-
 - Operators
 - Supervisors
 - Route Patrol Vehicle personnel
 - Rescue Ambulance personnel
- The Manual shall be in made in such a fashion that all users of the system are able to perform their assigned duties without any errors.
- The Manual should outline procedures to be followed in a variety of situations including but not limited to:-
 - Call Taking
 - Hang-up calls
 - Abandoned Vehicles
 - Breakdown vehicles
 - Alarm responses
 - Emergency Medical Dispatch
 - Motor Vehicle Accidents
 - Patrolling
 - Calls from non- Service Area
 - Calls on traffic information
 - Unauthorized parking
 - Dead animals
 - Hazardous chemical spills

8.5.2. Phonebook / Directory Of All Personnel / Bodies Involved In Incident Management

- Should include details of contact personnel, phone numbers and jurisdiction details.
- Should include details of all police stations, fire stations and emergency medical services available close to the Service Area.

8.6. Mapping

- Should include latitude and longitude details of Toll Plazas, CCTV cameras, VMS signs, police stations, fire stations, Primary Health Centres of State Govt., Pvt. Nursing Homes, Trauma centres, accident black spots, petrol pumps, other M/oRT&H / State PWD offices/buildings, milestones (e.g. KM stones/Hectometer)
- Should include starting and ending latitude and longitude of National Highway, State Highways, State and district boundaries, etc.

8.7. Operations Requirements

8.7.1. Site Acceptance Test (SAT) Report

- **Integration of Computer Aided Dispatch system/ GIS based emergency response system** from call handling to incident management must be tested after installation in the operational environment.
- After approved SAT report, the system can begin operations.
- It should include but not limited to:-
 - Installation verification according to system design
 - Functionality verification according to specification
 - Operator's training
- Third Party as appointed by Employer / Authority or its representative will be present along with representatives from the Contractor.
- Employer / Authority must receive the SAT cases one week before the SAT is scheduled.

8.8. Computer Aided Dispatch system/ GIS based emergency response system Commissioning Certificate

- On successful completion of tests, M/oRT&H shall issue Commissioning Certificate. Only then, **Computer Aided Dispatch system/ GIS based emergency response system** can begin operations.

8.9. On-road Units Commissioning Certificate

- Prior to on-road deployment for operations, the review of on-road units will be carried out to ensure that all vehicles meet the specifications and have all the required equipment on board.
- All manpower to be deployed should have completed the requisite trainings.
- M/oRT&H shall issue the Commissioning Certificate. Only then, can the on-road units be deployed for operations.

8.10. SLA Compliance Report

- On or after the effective date, at the beginning of each month, the Contractor shall submit the SLA reports described in Clause 7 of TOR throughout the period of engagement of IMS.

8.11. Staffing Report

- On or after the Effective Date, at the beginning of each month, the Contractor shall submit a written list of all personnel working on this Project pertaining to IMS, throughout the period of engagement of IMS.
- The Contractor shall develop a staffing report for all the new staff hired in On-road units and in accordance with the guidelines described in Clause 8.3 of TOR above.
- In case of any change in the Staffing Plan, the Contractor shall update the Staffing Plan and submit for Employer / Authority's review thereafter.

8.12. Change Control Process

- The Change Control Process must be documented and submitted in case of changes made to the initial system including but not limited to:-
 - Positioning of on-road units
 - SOPs
 - New technologies
 - Training Manuals
 - Adding equipment to on-road units
- Report should include the reason for the change, impact on the existing system and stakeholders impacted.
- The document will serve as an audit trail for all changes made to the system after commissioning of the on-road units and **Computer Aided Dispatch system/ GIS based emergency response system**.
- The document will serve as an authorization of all changes by the relevant stakeholders.

8.13. Asset Inventory Report

- The Contractor shall conduct a review of diminishing spares and equipment used in various On-road Units and **Computer Aided Dispatch system/ GIS based emergency response system**. This shall include but not be limited to items of short lead-time for order and high turnover rate.

8.14. Innovation and Improvement Plan

- The Contractor shall develop an Innovation and Improvement Plan on an annual basis to detail how the Contractor shall improve existing services by researching and developing innovative technologies, including:-
 - Identification of how the Contractor will ensure future sustainability of its systems and services at the end of the contract;
 - Identification and raising M/oRT&H's awareness of new technologies suited to the detection of incident, fast and speedy response to incident and dissemination of traffic information;
 - Outline new or potential improvements in placement of on-road using the data obtained from accident locations and ensure speedy incident response;
 - Improvement in organization and management and workforce capabilities, including organizational structure, staff capacity, development and retention, throughout the Term of the Contract;
 - Outline new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and M/oRT&H support services in relation to the Services

9. Governance and Review

The Contractor and Employer / Authority shall establish a Program Management and Governance Committee consisting of representatives of Employer / Authority and the Contractor. The mission of this Committee is to review incident management related policies, procedures and standard operations, maintenance and system software guidelines.

The following reviews will be conducted:

1. Performance Review will be conducted monthly by EE of State PWD / PD of PIU, M/oRT&H and quarterly by RO M/oRT&H.
2. Continuous Improvement Plan Review will be conducted half-yearly.
3. Innovation Plan Review will be conducted annually.

9.1. Performance Review

The Contractor shall provide monthly SLA compliance reports (that are automatically generated) and quarterly performance compliance statements.

The objectives of the Performance Reviews are to:-

- Assess performance delivery
- Assess progress of work
- Assess schedule of work
- Discuss any technical and operational issues
- Discuss/comment on deliverables or performance of the SLAs.

The performance review and monitoring responsibilities shall be as follows:

- RO M/oRT&H shall monitor the overall performance of the Contractor on a quarterly basis.
- EE of State PWD / PD of PIU M/oRT&H shall monitor the performance of the Contractor on a monthly basis.
- EE of State PWD / PD of PIU M/oRT&H shall inspect the on ground units (Rescue Ambulances, Route Patrol Vehicles, Tow-away Cranes) on a monthly basis.

9.2. Continuous Improvement Plan Review

The Contractor shall provide a half-yearly continuous improvement plan or as requested by Employer / Authority.

The Continuous Improvement Plan review involves:

- Innovations in delivery of services performed by the Contractor to improve performance, improve reliability or reduce cost for the same or enhanced level of service.
- Improvements in relationships with public safety agencies, local governments, State Police, and the motoring and general public.
- Improvements in organization and management and workforce capabilities, including organizational structure, staff capacity, development and retention, throughout the term of the contract.
- Innovations in the delivery of services to optimize the performance of existing infrastructure through the implementation of new systems, emerging technologies and services that preserve capacity and improve reliability and safety, throughout the Term of the Contract.
- Implementation of new technologies suited to incident management and traffic information, throughout the term of the Contract.

9.3. Innovation Plan Review

The Contractor shall develop an Innovation Plan on annual basis or upon Employer / Authority's request to detail how the Contractor shall research and develop innovative technologies, including:-

- Identification and raising M/oRT&H's awareness of new technologies suited to the collection, use and dissemination of traffic information;
- Evaluation of potential new technologies that may improve delivery of the Services and where such technologies are considered suitable, provide implementation timelines;
- Outline new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, etc.
- Outline new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or M/oRT&H / NHAI which might result in efficiency or productivity gains or in the reduction of operational risk;
- Outline changes in business processes and ways of working that would enable the Services to be delivered at lower costs and/or provide other benefits.

10. Payment Terms :

Implementation Phase: The Contractor shall be given maximum of 4 months for preparing the set-up of the IMS related services with the milestones undertaken and completed in accordance with the time schedules in this Agreement. During this period, no payment related to IMS shall be given by the Authority/Employer to the Contractor. The details of the milestones in this phase are as under:-

Scope of Work	Submission Schedule
Detailed project schedule	M0+01month
On-road units deployment plan	
On-road units procurement plan	
On-road units integration plan with Computer Aided Dispatch system/ GIS based emergency response system of NHAI	
Manpower deployment plan	
On-road units training plan	M0+02 months
Computer Aided Dispatch system/ GIS based emergency response system training plan	
Progress report on overall project schedule pertaining to deployment of IMS and deployment plans / procurement plans submitted in M0+01month	
Standard Operating Procedures	M0+03 months
Computer Aided Dispatch system/ GIS based emergency response system integration completion report	
Submission of CVs and qualification of all personnel to be deployed in On-road units	

Scope of Work	Submission Schedule
Site Acceptance Test (SAT) report	
Training completion report	
Mapping of important locations for entire deployment	
Phonebook/directory of all personnel/bodies involved in Incident Management	
Commissioning certificate for rollout of on-road units of IMS covering 100% of Service Area	M0+04 months
<p>Note: "M 0" shall be taken as the Date which precedes the Provisional Completion Date for civil works by 4 months.</p>	

Operation and Maintenance Phase: Payments to the Contractor shall be made monthly retrospectively against IMS related services rendered on the project stretch during the operation and maintenance phase only and in accordance with the Service Level Requirement (SLR) mentioned in Clause 7 of TOR. The SLA reports will be assessed on a monthly basis and any penalty will accordingly be deducted from the monthly payout. The operation & maintenance of IMS in the specified service area shall start as soon as the implementation phase of IMS has been completed by the Contractor.

While O&M payments to the Contractor during the maintenance period of the project highway shall be made on quarterly basis, **the IMS related payments shall be processed on monthly basis** after submission of SLA compliance report by the Contractor (system generated) and its inspection and approval by Employer / Authority and/or its representative. The payment shall be as per monthly rates quoted for on road units and payment for any additional running of the vehicles as per rates quoted for additional running of the vehicles. Further, deductions shall be made as per the SLA requirement in the RFP.

However, in case the Computer Aided Dispatch / GIS based emergency response system of NHAI is not commissioned / operational before the commissioning of the on-road units of IMS, the performance of the on-road units shall be judged based on the report of the concerned State PWD / PIU of M/oRT&H under whose jurisdiction the IMS related services are deployed. Payments for IMS related services shall be made to the Contractor based on such manually generated reports until such time as the Computer Aided Dispatch / GIS based emergency response system of NHAI is made operational.

11. Penalties

- 11.1. **Penalties for delay in setting up the system:** Failure by the Contractor to complete the works and remedy all reported defects within the prescribed time for commissioning and cure period shall result in the application of the penalty for delay. The Penalty will be applied at the rate of 5% of the Annual Contract Value component on account of IMS related services only, per week of delay in meeting the milestones and timelines as given in Clause 8 of TOR, upto a maximum of 10%

of the Contract Value component on account of IMS related services only for the entire duration of IMS.

- 11.2. **Deleted**
- 11.3. **Penalties for non-compliance of SLAs is stated in Clause 7.13 of TOR.**
- 11.4. Upon occurrence of Contractor's Default in implementation of IMS in the specified service area as per scope of the Contract, Employer / Authority may choose to allocate the said site to any other Contractor for operation and maintenance of IMS, at its sole discretion and at the risk and cost of the defaulting Contractor.
- 11.5. In case of delay due to reasons beyond the control of the Contractor, upon such request from the Contractor, Employer / Authority may, in its sole discretion, consider suitable extension of time without imposing any penalties upon the Contractor.