NATIONAL HIGHWAYS INFRA PROJECTS PRIVATE LIMITED

Registered Office: G 5 & 6, Sector-10, Dwarka, New Delhi

CIN: U65929DL2020GOI366835 Email: procurement@nhit.co.in

Request for Proposal ("RFP") issued by National Highways Infra Projects Private Limited for Appointment of bidder/firm for providing the Ambulance, RPV, Crane services at Shivpuri-Jhansi and Agra Bypass Toll Road Projects of NH-19 in Uttar Pradesh for NHIPPL.

BID SUMMARY			
1.	Last date and time for receipt of Bidding Documents	20 March 2024 up to 17:00 Hrs.	
2.	Date and Time of Opening of Bids	At 18:00 Hrs. on 20 March 2024	
3.	Place of opening of Bids	NHAI – HQ, G 5 & 6, Sector-10, Dwarka New Delhi	

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

NATIONAL HIGHWAYS INFRA PROJECTS PRIVATE LIMITED

G 5& 6, Sector 10, Dwarka, New Delhi – 110 075 Phone: 91-011-25074100 & 25074200; Extn – 3632 Email: Procurement@nhit.co.in

Date: 12 March 2024

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 work	12	
5.	Section 4 – Form of Technical Proposal	15	
6.	Section 5 – Form of Financial Proposal	16	
7.	Section 6 – Undertakings	17	

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 "NHIPPL" 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 NHIPPL 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 Appointment of Bidder/firm for providing the Ambulance, RPV, Crane services on Monthly Hire basis at Shivpuri-Jhansi and Agra Bypass Toll Road Projects in Uttar Pradesh for National Highways Infra Projects Private Limited (NHIPPL)"

NHIPPL 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 NHIPPL 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 NHIPPL 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 NHIPPL is bound to select any Bidder(s) for any project/ Transaction. NHIPPL 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 NHIPPL hereby reserves its 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 NHIPPL or any other costs incurred regarding or relating to its Bid. All such costs and expenses will remain with the Bidder and NHIPPL 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

The National Highways Infra Projects Private Limited (hereinafter referred to as "NHIPPL"), invites bids from reputed parties for Appointment of Bidder/firm for providing Ambulance, RPV, Crane services on monthly hire basis at Shivpuri-Jhansi and Agra Bypass Toll Road Projects in Uttar Pradesh for National Highways Infra Projects Private Limited (NHIPPL), referred as "NHIPPL".

- 1. Vendors will be selected under Quality and Cost Based Selection Method as described in this RFP and in accordance with the practices of InvIT.
- 2. The RFP includes the following documents:

Section 1 – Notice Inviting Tender

Section 2 – Instructions to Bidders

Section 3 – Scope of work

Section 4 – Form of Technical Proposal

Section 5 – Form of Financial Proposal

Section 6 – Undertakings

3. The RFP is uploaded on the website of NHAI InvIT at www.nhaiinvit.in

4. Brief Description of Bidding Process

- 4.1 NHIPPL has adopted a two-stage evaluation process for selection of the Bidder(s) for Appointment of Bidder/firm for providing Ambulance, RPV and Crane services on Monthly Hire basis on Shivpuri-Jhansi and Agra Bypass Toll Road Projects in Uttar Pradesh, the technical bid (the "Technical Bid") and the financial bid (the "Financial Bid") containing the amount quoted by the Bidder shall be submitted in physical form in the prescribed format in the manner specified, and before the date and time specified herein.
- 4.2 After the submission of the Technical Bids, each of the responsive Bidders may be invited to make a presentation of their proposal to NHIPPL. The date and time of presentations would be intimated to Bidders separately by NHIPPL through email. The Presentation shall be made through either video- conferencing facility or in person meeting at NHIPPL office at New Delhi.
- 4.3 Only those Bidders whose Technical Bids are found to be responsive and meeting the Minimum Eligibility Criteria (hereinafter referred to as "Technically Qualified Bidders") in terms of this RFP, shall be invited to participate in the opening of their Financial Bids. The Technically Qualified 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 Financial Bid. The date and time of opening of Financial Bids of such Technically Qualified Bidders, will be informed to them separately by NHIPPL through email or uploaded on the NHAI InvIT website. The Financial Bids will be opened physically at the location provided in such communications. Only one representative of the Technically Qualified Bidder shall be allowed to attend the opening of the Financial Bids.
 - 4.4 The Financial Bid of each technically qualified bidder shall be opened and evaluated.

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: RFP issued by NHIPPL for Appointment of Bidder/firm for providing the Ambulance, RPV, Crane services on Monthly Hire basis at Shivpuri-Jhansi and Agra Bypass Toll Road Projects in Uttar Pradesh for National Highways Infra Projects Private Limited (NHIPPL).

5 Address for Communication:

Shri Arun Kumar Jha Head SPV,

National Highways Infra Projects Private Limited, G-5 & 6, Sector-10, Dwarka, New Delhi, 110075 E mail: procurement@nhit.co.in

6 Schedule of Bidding Process:

The NHIPPL 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	Date	
1.	Last date for receiving queries from bidders	14 March 2024 upto 17:00 Hrs	
2.	Pre-Bid Meeting	No pre-bid meeting. The bidders have to submit their queries through email which will be replied at NHAI InvIT website/ through email.	
3.	NHIPPL's response to queries latest by	15 March 2024 upto 17:00 Hrs	
4.	Bid due date (Last date for bid submission)	20 March 2024, upto 17:00 Hrs	
5.	Opening of Technical Bids	At 18:00 Hrs on 20 March 2024, at NHIPPL Office, New Delhi	
6.	Opening of Financial Bids	Will be intimated later	
7.	Letter of Award (LOA)	Will be intimated later	
8.	Technical Presentation	Will be intimated later.	
9.	Validity of proposals	120 days from Bid Due Date	

Section 2. Instructions To Bidders

1. Introduction

- 1.1. <u>Introduction:</u> National Highways Authority of India ("NHAI"), being the Sponsor of NHIT settled the NHIT on October 19, 2020, as a contributory irrevocable trust, pursuant to the Trust Deed executed under the provisions of the Indian Trusts Act, 1882. The NHIT was registered with SEBI on October 28, 2020, as an infrastructure investment trust under Regulation 3(1) of the InvIT Regulations having registration number IN/InvIT/20-21/0014. The NHAI settled NHIT for an initial sum of ₹ 10,000.
- 1.2. NHIPPL, a WOS of NHIT, had entered five (5) independent Concession Agreements with the NHAI for concessions of each of the toll roads. The Concession Agreements provide NHIPPL the right to collect tolls for a period of 30 years from users of each Toll Road w.e.f Dec. 16, 2021.
- 1.3. Subsequently NHIPPL had entered into three (3) independent Concession Agreements with the NHAI for concessions of each of the toll roads. The Concession Agreements provide the NHIPPL the right to collect tolls for a period of 20 years from users of each Toll Road w.e.f October 29, 2022.
- 1.4. In this regard, NHIPPL, requires Appointment of vendor/firm for providing the Ambulance, RPV, Crane services on Monthly Hire basis at Shivpuri-Jhansi and Agra Bypass Toll Road Projects.

2. Proposal

NHIPPL seeks proposals for the Appointment of Bidder/firm for providing the Ambulance, RPV, Crane services on Monthly Hire basis at Shivpuri-Jhansi and Agra Bypass Toll Road Projects for National Highways Infra Projects Private Limited (NHIPPL) as per scope of work given in Section 3 – Scope of Work of the RFP document ("Services").

3. Clarification and Amendment of RFP Documents

- 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 to NHIPPL's address indicated in the RFP or by e-mail to procurement@nhit.co.in. NHIPPL 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 NHIPPL deem it necessary to amend the RFP as a result of a 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 NHAI-InvIT.
- 3.2 At any time before the submission of the Bids, NHIPPL 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 on the website of NHAI InvIT at https://nhaiinvit.in/ which will be binding on all Bidders. To give Bidders reasonable time for considering the addendum/ amendment in their Bids, NHIPPL may, if the addendum/ amendment is substantial, at its discretion, extend the deadline for the submission of Bids.
- 3.3 It will be the responsibility of the Bidders to keep track of any uploaded addendum/ amendment before submission of the Bid.

4. Submission of Proposal

- 4.1 The proposal shall be submitted as indicated below:
 - 4.1.1 Envelope I containing the Technical Bid of the "the Ambulance, RPV, Crane services on Monthly Hire basis". The proposal should be in the manner and format as prescribed in RFP Section 4 Form of Technical Bid.
 - 4.1.2 Envelope II containing the Financial Bid of the "the Ambulance, RPV, Crane services on Monthly Hire basis". The proposal should be in the manner and format as prescribed in Section 5 Form of Financial Bid. The financial proposal of only those Bidders shall be opened which meet the technical criteria. Please note that proposals with any conditionality will be summarily rejected.
- 4.2 Proposals (i.e. the aforesaid two envelopes put in a single sealed envelope marked as "Bid Proposal for Appointment of Bidder/firm for providing the Ambulance, RPV, Crane services on Monthly Hire basis for National Highways Infra Projects Private Limited (NHIPPL)" 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. NHIPPL shall not be responsible for any delay whatsoever in nature. The proposals received after the due time and date will be summarily rejected.

4.3 NHIPPL 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.

5. Modification/Substitution/Withdrawal of Bids

- 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.
- 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 NHIPPL, shall be disregarded.
- 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 4 above, mentioning "Revised Bid" on the top of the sealed envelope and the original bid envelope will be returned to the Bidder. No Technical or Financial Bid may be modified after the Bid Due Date. Withdrawal or modification of Technical or Financial Bids between the Bid Due Date and Expiration of Bid validity shall result in disqualification from the bidding process.

6. Opening and Evaluation of the Bids

- 6.1 The Technical 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. NHIPPL will subsequently examine and evaluate the Bids in accordance with the provisions set out herein.
- 6.2 Financial Bid of non-responsive Bidders shall not be opened.
- 6.3 To assist in the examination, evaluation, and comparison of Bids, NHIPPL 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 e-mail, 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 NHIPPL in the evaluation of the Bids.
- 6.4 The Bidders would be evaluated on the criteria mentioned in Section 4 of this RFP and shortlisted for the purpose of opening their Financial Bids.
- 6.5 Except in case any clarification is asked by NHIPPL, no Bidder shall contact NHIPPL 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 NHIPPL, it should do so in writing at the address prescribed in the Notice Inviting Tender.

7. <u>Prior to evaluation of the Bids, the NHIPPL shall determine whether each Bid is responsive to the requirements of this RFP document. A Bid will be declared non-responsive in case:</u>

- a. If a Bidder submits more than one Bid against this RFP.
- b. The physical bid submissions are incomplete/ inadequate to the requirements of the RFP Documents.
- c. If in case the Power of Attorney or the Authority Letter is not provided as per Paragraph 16 of this Section.
- d. If a Bidder submits a conditional Bid or makes changes in the terms and conditions given in this RFP document.
- e. Failure to comply with all the requirements of RFP document by a Bidder.
- f. If the Bid is not submitted in the formats prescribed in the RFP document.
- g. 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.
- h. If the envelope containing physical submission is not sealed and marked as prescribed in the RFP document.
- i. A Bid valid for a period of time shorter than prescribed in the RFP document.

8. Conflict of Interest

Bidders at all times shall provide professional, objective, and impartial advice and at all times hold the NHIPPL 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.

9. Fraud & Corruption

Bidders would be required to observe the highest standard of ethics during the selection and execution of such work. NHIPPL defines this as follows:

- 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
- 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 NHIPPL and includes collusive practices among bidders (prior to or after submission of proposals) and to deprive the NHIPPL of the benefits of free and open competition.
- 9.1.3 NHIPPL will reject a proposal for Appointment if it determines that the bidder recommended for engagement has engaged in corrupt or fraudulent activities in competing for the work in question.
- 9.1.4 NHIPPL will declare a bidder ineligible, either indefinitely or for a stated period of time, to be engaged if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in the bidding process for engagement for the subject work.
- 9.1.5 The bidder declared ineligible for corrupt and fraudulent practices by NHIPPL in accordance with the above paras shall not be eligible for selection.

10. Consortium of Bidders is not allowed.

11. Engagement Period

NHIPPL propose to Appoint Bidder/firm for a period of Two year. The Appointment may be extended by a further 1 Year by NHIPPL subject to satisfactory delivery of services by Bidder/firm and approval from Competent Authority.

12. **Termination**

Upon finding deficiencies in quality of service and vehicle, NHIPPL will notify to vendor for rectification. Vendor will be given 7 days for rectification in deficiencies in case of non-response beyond 15 days, Termination notice may be issued with 20 days of notice.

13. Minimum Eligibility Criteria

- 13.1 The Bidder/Company should have cumulative revenue/ turnover of minimum Rs 150.00 Lacs during the last three financial years ending 31/03/2021, 31/03/2022 and 31/03/2023. Certified copies of financial statements or certificate of turnover from Statutory Auditor/ Chartered Accountant of the Bidder to be submitted along with the bid.
- 13.2 The Bidder shall have received a minimum of Rs 25.00 lacs per annum as income for similar services during each of the 3 (three) last financial years ending 31/03/2021, 31/03/2022 and 31/03/2023.
- 13.3 The Bidder shall not be an associate of the Sponsor i.e., NHAI, or NHIPPL or IDBI Trusteeship Services Limited.
- 13.4 The Bidder should have a minimum technical score of 60 marks as per evaluation criteria mentioned in Section 4 including their presentation scores. Only those bidders who score the minimum 60 marks shall be considered as Technically Qualified Bidder.

14. Dis-Qualification Criteria:

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

- 14.1 Submitted the proposal documents after the response deadline.
- 14.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 14.3 Failed to provide related clarifications, when sought.
- 14.4 Respondent or its directors declared ineligible by CPSU/ SPSU/ Government companies/ Government organizations/ regulatory authorities for corrupt and fraudulent practices or blacklisted.

15. Technical Evaluation Criteria:

- 15.1 Technical Evaluation shall be based on the Technical Bid submitted by the Bidders as per Section 4 Form of Technical Proposal.
- 15.2 The evaluation of the Technical Proposals shall be carried out on a maximum score of 100 as per the methodology mentioned in Section 4 Form of Technical Proposal. For the computation of combined score, the technical scores will be given a weightage of 60% as follows:
- 15.3 Weighted technical scores (TS) = Total technical score x 0.60 Where Total technical score would be as computed under Section 4.
- 15.4 The Technical Proposal shall be submitted in physical form along with all supporting documentation/information as mentioned along with the criteria.
- 15.5 The Bidders would be evaluated on the criteria mentioned in the Section 4 based on their Proposals received and shortlisted for the purpose of opening of their Financial Bids.

16. Financial Proposal

- 16.1 After the short listing of Bidders based on their Technical Proposal including the presentation, the Financial Proposals of only Technically Qualified Bidders would be opened. The Technically Qualified Bidders, if they so desire, may remain present at the time of opening of the Financial Proposals. The date and time of opening of the Financial Proposals would be shared on NHAI InvIT Website.
- 16.2 The Financial Proposal for the Technically Qualified Bidders will be given a weightage of 40%. The lowest price bid shall be given a financial score of 40 and the financial score of other bidders shall be made inversely proportionate to their prices as follows:

The Lowest Financial Proposal ("LFP") will be given a Financial Score ("FS") of 40 points.

17. Procedure for Selection

- 17.1 Post qualification of the minimum eligibility criteria, the bidder(s) will be selected under Quality and Cost Based Selection ("QCBS") method as described in this section and in accordance with the practices of NHIPPL.
- 17.2 Proposals will finally be ranked according to their combined technical score (TS) and Financial Score (FS) as follows:

$$S = TS + FS$$

- 17.3 The combined score on the basis of Quality and Cost Based System (QCBS) of technical and financial proposals will determine the H1, H2, H3 and so on. The bidder scoring the highest points/marks ("H1") based on the above principles would be selected as the first Bidder/firm to be selected for NHIPPL.
- 17.4 Thereafter, sequentially the Technically Qualified bidders based on their ranking (H2, H3 and so on) would be asked to accept the fee quoted by H1 bidder ("Discovered Fee") or its respective Base Fee (as quoted in Section 5), whichever is lower; this process will be followed till the requisite number of consultants are selected for Appointment ("Bidder/firm").
- 17.5 In case two or more Bidders have a tie in their combined scores, the relative rankings would be determined such that the Bidder with higher technical score (as computed in Section 4 (Technical Proposal) will be assigned a higher rank. Further, in case the tied Bidders also have a tie in their technical scores, the relative rankings would be determined basis the Bidder with higher Criteria 3 score obtained as per its Technical Proposal (Section 4).
- 17.6 The Appointment of Bidder/firm amongst the selected bidder/firm will be done by NHIPPL at its own discretion. Accordingly, NHIPPL has the right to award the work to any of the selected bidder/firm, depending on the exigencies, nature and magnitude of the Work.

17.7 **Fee Structure:**

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

Description of Work	Fees to be charged on Monthly basis
Providing the Ambulance, RPV, Crane as per Latest IRC rules on Monthly Hire basis complying with central minimum wages act. And other Human Resource related compliances for Shivpuri-Jhansi and Agra Bypass Toll Road Project (Excluding Fuel)	

- NHIPPL is looking forward to hiring 01 Ambulances, 1 RPV and 1 Crane for Agra Bypass and 02 Ambulances for Shivpuri-Jhansi Toll Road Project fully equipped as per concession Agreement with 4 Drivers and 4 paramedics (excluding the Fuel).
- Kilometers limit per month 6,500 KM for RPVs. For Ambulance and Crane 2, 00 KM/month for Agra and 2,500 KM for Ambulances for Shivpuri-Jhansi.
- All wear & Tear along with any other expenses will be in part of vendor.
- Specification should be strictly as per attached Annexure 1.
 - 17.8 For the purpose of fee computation, the Eligible Fee is defined as the Discovered Fee or the Base Fee whichever is applicable to the respective selected bidder/firm as elaborated in clause 16.4 and 16.5 above of this Section 2.

18. Payments Schedule

The payment for the Services shall be paid monthly after submission of Invoices duly approved by the Project Manager.

19. Documents to be submitted along with the Technical Bid

- 19.1 Company profile including Registration certificate, GST Certificate and MSME Certificate if applicable.
- 19.2 Experience Certificate self-attested along with copy of Service/Purchase Orders.
- 19.3 Technical bid in the form provided in the RFP duly signed by the authorized representative of the bidder on all pages.
- 19.4 Detailed profile of the Bidder certified by Authorized Signatory of the Bidder.

20. Financial Bids / Fees

- 20.1 The Bidder is required to submit a financial proposal as per Section 5 Form of Financial Proposal.
- 20.2 The fee quoted should be unconditional.
- 20.3 NHIPPL shall pay the selected Bidder/firm the applicable fees as detailed in Section 2 above, as sole compensation for the performance of the Services.
- 20.4 The fees shall be payable as per the payment schedule after submission of appropriate tax invoice.
- 20.5 All the expenses including those related to the scope of work, Further, the selected Bidder/firm may be required to conduct site visits as per the request of NHIPPL.

21. Key Terms and Conditions of Appointment

21.1 NHIPPL reserves the right to curtail or extend the validity period of Appointed Bidder/firm.

22. Bank Guarantee:

The Service Provider/Firm/ Contractor shall have to deposit/submit Performance Bank Guarantee (PBG) 5% of the contract value. Service Provider/Firm/ Contractor is advised to submit the same within 15 days of LOA issuance date, failure which Client will take the appropriate action.

- 23. Commencement of Services: Within 10 days of LOA.
- 24. Period of Engagement: Initial Period of engagement will be for two (2) Years.
- 25. **Resource Deployment:** As per the requirement of National Highways Infra Projects Private Limited (NHIPPL) and required as per RFP.
- 26. **MSME Vendor:** MSME vendors would have to clearly mention on the invoice that they are an MSME vendor. A copy of the valid Udhyam Certificate would have to be attached with each payment request.
- 27. **Safety & Work Practice:** The Agency should practice the best workplace/persons safety during execution of the work and also follow the standards prescribed in the Health & Safety measures for sanitizing the

- premises as a preventive measure for COVID-19. The agency should procure the required insurance policies (if required) for their workers and third party.
- 28. **Indemnification:** The Agency shall hold the 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.
- 29. **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 NHIPPL Employees. You may address the same through email at whistleblower@nhit.co.in.
- 30. **Resolutions of Disputes:** All Disputes and differences arising out of or in connection with this Purchase Order/ Work Order/Letter of Award (LOA) shall in the first instance be settled amicably by mutual negotiation between the authorized representatives of both the parties herein. If the mutual negotiation fails, the said disputes & differences shall be referred to arbitration by the sole arbitrator to be appointed by National Highways Infra Projects Private Limited (NHIPPL). The arbitration proceedings are to be conducted in accordance with the Arbitration and Conciliation Act, 1996 and/or any statutory modifications thereof. The venue of such arbitration shall be New Delhi and the award passed by the sole arbitrator shall be final and binding on the parties. The courts in Delhi shall have exclusive jurisdiction to entertain any suits/litigation in respect of any matters arising out of this Purchase/Work Order/Letter of Award (LOA).
- 31. **Recovery of Damages:** Upon occurrence of a Service Provider/Firm/ Contractor Default, the Authority (NHIPPL) shall, without prejudice to its other rights and remedies hereunder or in law, to be entitled to take the appropriate action to recover the amounts for Damages.
- 32. **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 Annexure-01 within 5 working days and initiate the process for the signing of the Agreement.
- 33. NHIPPL will have the right to remove any selected Bidder/firm from the selection list without assigning any reason whatsoever and without any cost & compensation therefore NHIPPL also reserves the right to replace/remove/ Empanel any new bidder/firm as the Bidder/firm for an ongoing or future Requirements at any stage.
- 34. The selected bidder/firm is/are expected to maintain a high level of professional ethics and will not act in any manner, which is detrimental to NHIPPL's Interest.
- 35. Each bidder/firm Bidder/firm will maintain confidentiality on matters disclosed.

Section 03 – Scope of Services

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

<u>Vehicle Characteristics</u> 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 and should not have covered more than 2000 km at the time of procurement/ leasing/ hiring (from date of first registration).

Every '2 Patient Capacity' rescue ambulance should adhere to the minimum specifications as described below: As per IRC SP-84-2019 & NHAI circular No. RW/G-23012/01/2019-W&A(Pt.III), date 09.02.2021.

<u>Performance Requirements</u> The road rescue ambulance loaded to the permissible gross vehicle weight shall be able to accelerate from 0 km/h to 70 km/h within 40s, when tested in accordance with IS: 11851-1986.

• Detailed Vehicle specification, Fixations of equipment & Requirement of Medical Devices should be as per attached annexure- 1.

I. 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.

SN	Equipment	
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	Scoop stretcher (lightweight aluminum stretcher, length 1600 mm - 2000 mm, width - minimum 42 cms, loading capacity - minimum 150 kgs) conforming to EN 1865 standard.	
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	
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)	
6	Cervical collar for both kids & adults (should have pre-molded chin support, locking dips 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)	
7	KED extrication device	
8	Stationary oxygen - Minimum 2 Nos. of 10 L water capacity cylinders at maximum 150 kgf/cm2 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	
9	Portable oxygen - Minimum 1 Nos. of 10 L water capacity cylinders at maximum 150 kgf/cm2 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	
10	Manual resuscitator with oxygen inlet and mask	
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)	

SN	Equipment	Quantity
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
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

SN	Equipment	Quantity
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:

• Annexure-1 Attached 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.

Section 4: - Form of Technical Proposal

(On the letter head of the bidder)

Technical Proposal

From (Name & Address and contact of the bidder)

То

Shri Arun Kumar Jha

Head SPV National Highways Infra Projects Private Limited, G 5 & 6, Sector 10, Dwarka, New Delhi:110075, India.

Sub: Request for Proposal ("RFP") issued by National Highways Infra Projects Private Limited for Appointment of Bidder/firm for providing the Ambulance, RPV, Crane services for Agra Bypass and Shivpuri-Jhansi in Uttar Pradesh for NHIPPL

Section A: General Information

- (i) Profile of the organization with full particulars of the constitution, ownership and business activities of the prospective Bidder/firm.
- (ii) Commitment(s) which shall act either as a constraint or as a conflicting interest in the proposed assignment (if any).

Section B: Technical Information

S. No	Evaluation criteria & scoring guidance	Maximum Marks
1	Experience in Similar Fields (Min. 2 years) 02 Years to < 4 Years – 20 Marks 04 Years to < 06 Years – 30 Marks Above 06 Years – 40 Marks	40
2	Turnover (Min. 25 Lac/Annum) 25 Lac/Annum to < 50 Lac/Annum - 20 Marks 51 Lac/Annum to < 100 Lac/Annum - 30 100 Lac/Annum and above - 40 Marks	40
3	Number of Employees (Min. 5 Employees) 5 to 10 Employees – 10 Marks 11 to 20 Employees – 15 Marks 21 and above – 20 Marks	20
	Total Technical Score	100

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

Name & Signature of Bidder's Authorized Signature	ınatorv
---	---------

Date:

Section 5: - Form of Financial Proposal

(On the letter head of the bidder)

Financial Proposal

From (Name & Address and contact of the bidder)

То

Shri Arun Kumar Jha

Head SPV National Highways Infra Projects Private Limited, G 5 & 6, Sector 10, Dwarka, New Delhi:110075, India.

Sub: Request for Proposal ("RFP") issued by National Highways Infra Projects Private Limited for Appointment of Bidder/firm for providing the Ambulance, RPV, Crane services For Agra Bypass and Shivpuri-Jhansi Toll Road Projects of NH-19 in Uttar Pradesh for NHIPPL

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

Sr No.	Description	Monthly Rental	Total Months
1	Monthly Rental of Each Ambulance with 04 Drivers, 04 Paramedic for Shivpuri-Jhansi Toll Road as described in Annexure-1 (Excluding Fuel).		
2	Monthly Rental of Each Ambulance with 04 Drivers, 04 Paramedic for Agra Bypass Toll Road as described in Annexure-1 (Excluding Fuel).		
3	Monthly Rental of Each RPV along with 04 Drivers with all necessary material, fitments as described in Annexure-1 for Agra Bypass Toll Road (Excluding Fuel).		
4	Monthly Rental of Each Crane with 04 Operators with all necessary material as described in Annexure-1 (Excluding Fuel).		

Name & Signature of Bidder's Authorized Signatory.

Date:

Notes for the bidder

- 1. The minimum amount of fee to be quoted is Re.1/-.
- 2. The fee quoted should be limited round off equal to 1 Rs. and shall remain Firm during the term of the contract.
- 3. 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.
- 4. 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 6: - Undertakings

(On the letter head of the bidder)

To be provided with the TECHNICAL BID

We undertake that: -

- 1. The proposal submitted hereunder shall remain valid for a period of at least 120 days from the last date for submission of proposal.
- 2. No other fees/ cost/ expenses/taxes/levies shall be payable by NHIPPL or any of its associated entity for the Services rendered by Bidder/firm except as mentioned in Financial Proposal as mentioned in the RFP.
- 3. The Bidder has not been banned/ blacklisted/ de-listed/ disqualified/ debarred by any organization/ government agency/ quasi-government agency/ PSU to participate in their tenders for Appointment. 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.
- 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 NHIPPL.
- 5. The Bidder has adequate infrastructure, personnel, resources to carry out the required Services and are eligible for acting as Bidder/firm. The Bidder has understood the scope of work properly and shall comply with the terms of engagement.
- 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/firm Bidder/ empaneled Bidder/firm or on its deliverables pursuant to this Bid/ RFP.

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

Signature(s) and name(s) of the Authorized Signatory with Seal Date:

All the information submitted as part of the Bid is true and correct.