NATIONAL HIGHWAYS AUTHORITY OF INDIA
(MINISTRY OF ROAD TRANSPORT & HIGHWAYS)

Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 (Phase-II)

RFP No. NHAI/HO/IM/Phase-II/Zone-1/2021
National Highways Authority of India
G-5&6, Sector -10, Dwarka, New Delhi – 110075

December, 2021

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Disclaimer

The information contained in this Request For Proposal document ("**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of NHAI or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is neither an offer nor invitation by NHAI to the prospective Bidders or any other person. The purpose of this RFP document is to provide interested parties with information that may be useful to them in making their technical/ financial offers ("**Bid**(s)") pursuant to this RFP document. This RFP document includes statements, which reflect various assumptions and assessments arrived at by NHAI in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for NHAI, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document and obtain independent advice from appropriate sources.

Information provided in this RFP document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. NHAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

NHAI, its employees and advisors make no representation or warranty and shall have no liability to any person, including any applicant 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 document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way for participation in this Bid.

NHAI also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP document. NHAI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP document.

The issue of this RFP document does not imply that NHAI is bound to select a Bidder or to appoint the Successful Bidder for the Project and NHAI reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all their costs associated with or relating to the preparation and submission of their Bid including but not limited to preparation, copying, postage, delivery fees, expenses

associated with any demonstrations or presentations which may be required by NHAI or any other costs incurred in connection with or relating to Bid. All such costs and expenses will remain with the Bidder and NHAI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

DOCUMENT COMPOSITION
Contents of the RFP

This RFP Documents comprises the Disclaimer set forth hereinabove, and the following Sections.

Section-I	Notice Inviting Tender (‘**NIT’**)
Section-II	Instructions to Bidders (‘**ITB**’)
Section-III	Qualification Information
Section-IV	Forms of Bank Guarantees, Bank Certificate, Letter for submission of Bid, LOA &Contract.
Section-V	Terms of Reference
Section-VI	General Conditions of Contract
Section-VII	Special Conditions of Contract
Section-VIII	Appendices

Section – I
Notice Inviting Tender

1 Section – I – NOTICE INVITING TENDER ("NIT")

National Highways Authority of India
Notice Inviting e-Tender
NIT No. **NHAI/HO/IM/Phase-II/Zone-1/2021**

(International / National Competitive Bidding through e-Tendering mode only)

Introduction / Request for Proposal

1. National Highways Authority of India (hereinafter called "the **Employer**" or "**NHAI**" or "**Authority**") hereby invites **Bids through e-tendering for Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1.** All interested firms / companies / agencies, excluding those who have been declared as non-performing by NHAI or those who are blacklisted/ debarred for specified period by NHAI and against whom action is under process by NHAI, can apply.

Cost of Bid documents (non-refundable) : Rs 10,000/-

2. The scope of work includes mainly **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**. The scope includes:

Providing, operating& maintaining Rescue Ambulances on highway stretches, to meet the desired Service Levels defined in the Terms of Reference.

The provision of these components should be as per Appendices and the specifications & standards mentioned in the Terms of Reference. Detailed information regarding scope of work may be seen in the Bid Document.

***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 Ambulance Contractor and nowhere shall NHAI be made a party in such complaints.**

3. Online payment and Bid submission facility

To participate in the submission of the bid against the RFP, it is mandatory for the Applicants to get themselves registered with the NHAI's e-tender portal (http://etenders.gov.in) and to have user ID & password. For bidders participating in NHAI tenders:

(a) Registration is free of cost
(b) No tender processing fee
(c) Bidders have to use CLASS III DSC with Signature and encryption component

Following may be noted-
(a) Bids can be submitted only during the validity of registration with the NHAI's e-tender portal.

(b) The amendments/clarifications to the RFP, if any, will be hosted on the NHAI's website as well as e-tender portal.
(c) If the applicant is already registered with e-tendering portal of NHAI and validity of registration has not expired, the applicant is not required to register afresh.
(d) For Help, please contact e-tendering Cell and Help Desk Support. Support staff at E-Tendering Help desk shall be available on all week days (Monday to Friday) from 09:30 AM to 6:00 PM except on Gazetted Holidays. Details may be seen on the NHAI website.
(e) Procedure under E-tendering shall be as per NHAI e-tendering guidelines
(f) The Bidders shall also make online payment towards cost of tender document for Rs. 10,000/- (Rupees ten thousand only) transmitted through SFMS Gateway to NHAI.

4. Website/e-Tendering portal

The detailed tender documents can be viewed and downloaded from the websitehttp://etenders.gov.inor www.nhai.org from 01.12.2021 to 15:00 hrs., 13.01.2022.

The complete bid document for the package can be downloaded with effect 01.12.2021 to 15:00 hrs., 13.01.2022 from the NHAI e-Tendering portal free of cost. To participate for bidding, bidders have to pay non-refundable document fee through demand draft/online mode only favouring "National Highways Authority of India". The amendments/ clarifications to the bid document if any will be hosted on the above website only.

5. Bid Due Date

All bidders are hereby invited to submit their bids comprising Technical & Financial Bids through e-tendering mode only latest by 15:00 hrs., 13.01.2022 (the bid due date) in the prescribed pro-forma. No other mode of submission is acceptable. The Bids would be opened on 15:00 hrs, 14.12.2022 online at NHAI, G - 5 & 6, Sector-10, Dwarka, New Delhi-110075. Representatives of the bidders (maximum two) who choose to attend may attend the online opening of the bids on the date & time as mentioned above. However, such representatives shall be allowed to attend the opening of the bids only if they produce letter of authority on the letterhead of the bidder, at the time of opening of bids as mentioned above.

6. Term / Contract period:

The period of engagement shall initially be five years and four months and mode of service delivery shall be a service level model. A maximum of initial four months shall be for implementation phase and the remaining five years shall be the operation and maintenance phase.

7. Clarifications:

For any **clarification**, the bidder may send their questions on kamalarora@nhai.org. All queries shall be addressed during the pre-bid meeting. Clarifications to bidder's queries

along with Amendments / Corrigendum, if any, will be hosted on the NHAI website and e-tender portal of NHAI only. For any clarification, the following office may be contacted:

General Manager (HO)
National Highways Authority of India,
G 5&6, Sector-10
Dwarka, New Delhi 110 075
India
kamalarora@nhai.org

8. Conditional bids would be rejected.

9. Right to accept or reject any or all bids

NHAI reserves the right to accept/reject any or all the bids and may assign the reasons thereof.

10. Schedule for submission of Bids

The following schedule is to be followed for submission of the Bid for this RFP:

S. No.	Event description	Date	Time
i)	Deadline for downloading of bid:	13.01.2022	15:00 hrs
ii)	Last date for submission of queries:	23.12.2021	12:00 hrs
iii)	Pre-bid meeting at NHAI, HQ	23.12.2021	15:00 hrs
iv)	Deadline for Online Submission of bids:	13.01.2022	15:00 hrs
v)	Bid opening	14.01.2022	15:00 hrs

Only the scanned copies of following documents are required to be uploaded during submission of e-bid on the e-tendering portal of NHAI, as per Clause 15.1 of ITB. The submission of bid in **physical form is not allowed.**

11. Communications:

All communications, including the envelopes, should contain the following information to be marked at the top in bold letters:

RFP No. NHAI/HO/IM/Phase-II/Zone-1/2021

Dated: 01.12.2021

General Manager (HO)
National Highways Authority of India,
G 5&6, Sector-10
Dwarka, New Delhi 110 075
India
e-mail: kamalarora@nhai.org

Section – II
INSTRUCTIONS TO BIDDERS

Section – II – Instruction to Bidders ("ITB")

A. GENERAL

1. Scope of Bid

1.1. The National Highways Authority of India (**NHAI**) (hereinafter called the **"Employer" or "Authority")** invites Bids for the **"Ambulance Services**" under jurisdiction of NHAI.This would include:
Providing, operating& maintaining Rescue Ambulances on highway stretches, to meet the desired Service Levels defined in the Terms of Reference.

1.2. Throughout these Bidding documents, the terms "**Bid**" and "**Tender**" and their derivatives (bidder/ tenderer, bid/ tender, bidding/ tendering, etc.) are synonymous.

2. Source of Funds

2.1. The expenditure on this project will be met by NHAI.

3. Eligible Bidders

3.1. This Invitation for Bids is open to all bidders meeting the qualification requirements prescribed in this document.

3.2. Those who are declared ineligible for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government, shall be ineligible to apply as Bidder for this Bid.

3.3. Bidding is open only to persons having clearance as per the Ministry of Home Affairs' (MHA) policy guidelines for assessment of proposals from National Security Clearance issued vide O.M. dated 1st July, 2015, as amended / revised from time to time, read with the Consolidated FDI policy / Guidelines issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, as amended / revised from time to time. Further, bidders from only those countries shall be permitted to participate which comply with the latest amendments of rule 144 (xi)and rules 161 (iv)of general financial rules, 2017 as issued by Ministry of Finance, Government of India from time to time.

3.4. deleted

3.5. deleted

4. Qualification of the bidder

4.1. All bidders shall furnish the following information and documents with their bids in

Section-III,

Qualification Information

a) Scanned copies of original documents defining the constitution or legal status, place of registration, incorporation / registration number and principal place of business;
b) Scanned copy of written power of attorney of the signatory of the Bid to commit the Bidder; & Notarized Scanned copy of experience certificate/ documentary evidence to support Clause 4.1, 4.2 and 15.1 of ITB
c) Scanned copy of reports on the financial standing of the Bidder, and a certificate from Statutory Auditor / Chartered Accountant as a proof of turnover for the last three years(Form Q2 in Section III);
d) Scanned copy of information regarding any litigation or arbitration during the last five years, in which the Bidder is involved, the parties concerned, the disputed amount, and the present status;

4.2. Bidder may apply either as a firm or as a Joint Venture ("**JV**")/Consortium with other firms. In case of a Joint Venture / Consortium, the number of members including the lead member can be at maximum 2 (two).

a) The Bid should contain the information required for each Member of the Joint Venture, as per Clause 4.1 (a) to (e) above

b) Members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the JV/Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the form Q4, signed by all the other members of the Consortium;

c) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and operational obligations;
d) The experience of any one member of the JV / Consortium, or the combined experience of the members of the JV / consortium, will be considered, as given in the Clause 4.3, while evaluating Eligibility and the Technical Bid.
e) An individual Bidder cannot at the same time be member of a JV/Consortium applying for this Bid. Further, a member of a particular Bidder JV/Consortium cannot be member of any other Bidder JV/Consortium applying for this bid;
f) Members of the JV/Consortium shall have entered into a binding Joint Bidding Agreement substantially in the form specified at Form Q8 of Section III.
g) The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:
   (i) convey the commitment(s) of the Bidder in accordance with this RFP, in case

the contract to undertake the Project is awarded to the JV/Consortium; and clearly outline the proposed roles & responsibilities, if any, of each member;

(ii) commit the approximate share of work to be undertaken by each member;

(iii) include a statement to the effect that all members of the JV/Consortium shall be liable jointly and severally for all obligations of the Ambulance Contractor in relation to the Project until the completion of the Contract Period and as per the terms of the contract.

4.3. Eligibility Criteria

To qualify for award of the contract, each bidder must qualify the following eligibility criteria:-

Financial Capacity[1]

a) Bidder shall have an Average Annual Turnover (India/ global income) of at least INR 11.25 crore (Rupees eleven crores twenty five lakhs only) or equivalent for the last 3 (three) Financial Years (i.e. 2017-18, 2018-19, 2019-20). In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/ chartered accountant shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided. In the event that the bid due date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore the financial year for the purposes of its Bid and furnish all information and certification with reference to the 3 (three) Financial Years preceding its latest Financial Year. For the avoidance of doubt, financial year shall, for the purposes of a [12]Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business. For a foreign Bidder whether sole or part of JV/Consortium the calculation of Annual Turnover will be in accordance with GAAP (Generally Accepted Accounting Principles) for its applicable Financial Year to ensure appropriate comparisons between bidders from India and other countries. For conversion of US Dollars to Rupees, the rate of conversion, shall be on daily representative exchange rates published by the International Monetary Fund for the relevant date. In case of any other currency the same shall be to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate.

b) Bidder shall have a minimum net-worth of Rs. 3 crores (Rupees three Crores only)

[1]Financial Capacity[1] : In case of a JV/ Consortium, the combined turnover and networth of those members, who have and shall continue to have an equity share of at least 26% (twenty six percent) each in the JV/Consortium, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (two) years from the date of operation of the Project, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the JV/Consortium.

as of the end of the last financial year (i.e. 2019-20). In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor/ chartered accountant shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for the year preceding the year for which the Audited Annual Report is not being provided. In the event that the bid due date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore the financial year for the purposes of its Bid and furnish all information and certification with reference to the 1 (one) Financial Year preceding its latest Financial Year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business. For a foreign Bidder whether sole or part of JV/Consortium the calculation of net-worth will be in accordance with GAAP (Generally Accepted Accounting Principles) for its applicable Financial Year to ensure appropriate comparisons between bidders from India and other countries. For conversion of US Dollars to Rupees, the rate of conversion, shall be on daily representative exchange rates published by the International Monetary Fund for the relevant date. In case of any other currency the same shall be to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate.

Technical & Experience Capacity:

c) The bidder shall have any one of the following technical and experience capacity over the past 5(five) financial years preceding the Bid Due Date:

(i) Incident management services: The bidder shall have experience of operating minimum 15 BLS/ALS ambulances as independent entity or 30 BLS/ALS ambulances as consortium for a minimum continuous duration of 6(six) months during the last 5(five) years. An ambulance is counted as unique if it has been allocated on a dedicated basis. All ambulances must be uniquely counted and if an ambulance is shared across two or more projects at the same time, it must be counted as one. (BLS is as per AIS-125). The share of BLS Ambulances will be as per the equity share holding of the prospective bidder in the consortium. In case consortium agreement does not specify/ mention any equity shareholding, the bidder shall submit an undertaking duly signed by all the consortium members defining the share of BLS Ambulances for the bidder.

(ii) Medical institute/ hospital: Experience of running any Centre/State Government recognized Medical institute/ hospital which is functional/operational from the last 5 years.

(iii) Any health/medical /vehicle insurance company: Experience of running any health/medical /vehicle insurance company registered with Insurance Regulatory and Development Authority which is functional/ operational from the last 5 years.

(iv) Any Ambulance Manufacturing Company: Experience of running a company which manufactures Ambulances in India and is functional/ operational from the last 5 years.

(v) any authorized dealer of Ambulances which is functional/operational from last 5 years

(vi) any ARAI certified Ambulance Fabricator which is functional/operational from last 5 years

d) In case of JV/ consortium, any one member of the JV / consortium, or the combined experience of the members of the JV / consortium must satisfy this technical & experience criteria.

e) Bidder should not have been blacklisted/debarred or their contract been terminated/annulled by the employer due to non-performance/incomplete work in the last five years from date of submission of bid by any Central/State Government/Public sector undertaking in India. In case of a JV/ Consortium, each member must satisfy this criteria.

f) Bidder should not have been convicted by any court of law for any criminal or civil offences either in the past or in the present. In case of a JV/ Consortium each member must satisfy this criteria.

g) Bidder should not have been declared bankrupt in the past. In case of a JV/ Consortium each member must satisfy this criteria.

h) Bids of the Eligible Bidders shall be evaluated in terms of Clause 25 in Part E of the ITB.

4.4. **Online Bidding**

a) Each bidder must upload the scanned copies of following documents along with the submission of online bidding:

(i) An Affidavit on a Stamp Paper, duly attested from the Notary Public, that the information furnished with the bid documents is correct in all respects. An international Bidder bidding individually or as a member of a JV/Consortium shall ensure that Power of Attorney is legalized /notarized /apostilled by appropriate authority in the jurisdiction where the Power

of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled; and

(ii) Such other certificates as defined in Section- III

(iii) Failure to submit the certificates/documents as specified above shall make the Bid non-responsive.

4.5. Disqualification

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

(i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/or

(ii) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, or financial failures etc. or debarring from NHAI work etc.

(iii) Tampered with the bid document in any manner.

5. One Bid per Bidder /Number of Proposals

Each Bidder shall submit only one Bid in relation to this RFP. A Bidder who submits more than one Bid, either as individual or as a member of the JV/Consortium shall be disqualified.

6. **Cost of Bidding /Proposal**

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will, in no case, be responsible or liable for those costs.

7. **Site Visit and verification of information**

The Bidder, at his own cost, responsibility and risk, is encouraged to visit, examine and familiarize himself with the site of operations and its surroundings and obtain all information that may be necessary for preparing the Bid. The costs of visiting the Site shall be at the Bidder's own expense. The Bidder may contact the General Manager(HO), in this regard.

8. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Contract shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract .

9. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

10. **Verification and Disqualification**

10.1. The Employer reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Employer, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Employer shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Employer thereunder. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those BIDs that are received online in the required formats and complete in all respects.

10.2. The Employer reserves the right to reject any Bid if:

(a) at any time, a material misrepresentation is made or uncovered, or
(b) the Bidder does not provide, within the time specified by the Employer, the supplemental information sought by the Employer for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a JV/Consortium, then the entire JV/Consortium and each Member of the Consortium may be disqualified/ rejected. If such disqualification/rejection occurs after the Bids have been opened and the L-1 Bidder gets disqualified / rejected, then the Employer may appropriate the Bid Security and reserves the right to annul the Bidding Process and invite fresh Bids.

10.3. In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Contractor, either by issue of the LOA(s) or entering into of the Contract, and if the Selected Bidder has already been issued the LOA or the Successful Bidder has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Employer to the Selected Bidder or the Contractor, asthe case may be, without the Employer being liable in any manner whatsoever to the Selected Bidder/Contractor. In such an event, the Employer shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Employer under this RFP, the Bidding Documents, the Contract or otherwise.

B) RFP / Bidding Documents

11. Content of the RFP / Bidding Documents

11.1. The RFP comprises the Disclaimer set forth hereinabove, the contents/ documents listed below, and addendum, if any, issued in accordance with Clause13 of ITB:

a) Notice Inviting e-Tender
b) Instructions to Bidders
c) Qualification Information
d) Forms Bank Guarantee, Contract& LOA
e) Terms of Reference
f) Bill of Quantities (Should be filled in the prescribed format given in the bid document)
g) General Conditions of Contract
h) Special Conditions of Contract
i) Appendices

11.2. The Bidder is expected to examine carefully all RFP documents including instructions, conditions of contract, forms, terms, specifications, bill of quantities, etc. in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk and responsibility. Pursuant to Clause29 of ITB hereof, bids, which are not substantially responsive to the requirements of the Bid Documents, shall be rejected. The Bidder shall, subject to the provisions of the Contract, indemnify NHAI for any direct loss or damage caused on account of any act/ omission of the Bidder.

12. Clarifications on Bid Documents

12.1. Bidders requiring any clarification on the bid documents may notify the Employer in writing by paper mail/speed post/courier/ special messenger, facsimile, or electronic mail to the Employer's address indicated in the **Clause 12 of Section I - NIT**, so as to reach Employer on or before the date mentioned in the Schedule of Bidding Process at **Clause 11 of Section I - NIT.** Employer shall endeavor to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses shall be sent by facsimile, or electronic mail. Employer will forward all the queries and its responses thereto, without identifying the source of queries to all persons / Bidders who have purchased the RFP document. Clarification/amendment will also be hosted on NHAI's web-sites referred in **Clause 4 of Section I - NIT**

12.2. Pre-bid meeting

(a) The bidder or his official representative is invited to attend a pre-bid meeting which will take place at National Highways Authority of India, G-5 & 6, Sector-10, Dwarka, New Delhi 110 075, India as per the date and time mentioned in the Notice Inviting Tender.

(b) The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

(c) The bidder is requested to submit any questions in writing by paper mail, facsimile, or electronic mail to reach the Employer not later than one week before the meeting.

(d) Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all Bidders, who have purchased the Bid documents. Any modification of the bidding documents listed in the Sub-Clause 11.1-ITB which may become necessary as a result of the pre-bid meeting shall be made by the NHAI exclusively through the issue of an Addendum pursuant to Clause 13-ITB and not through the minutes of the pre-bid meeting.

(e) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

13. Amendment of RFP / Bidding Documents

13.1. Before the Bid Due Datefor submission of bids, NHAI may on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by NHAI shall be deemed to be part of the Bidding Documents. Verbal clarifications and information, if any, given by NHAI or its employees or representatives shall not in any manner be binding on the NHAI.

13.2. Any addendum thus issued shall be part of the Bidding Documents and shall be hosted on NHAI website & e-tendering portal. Bidders are advised to keep themselves updated of all the addendums issued on e-tendering portal by daily checking the e-tendering portal and, Employer does not assume any responsibility in case the bidder fails to do so and does not take any action, if required, with respect to any relevant addendum.

13.3. To give Bidders reasonable time to take an addendum into account in preparing their bids, the Employer may extend, as necessary, the Bid Due Date for submission of bids, in accordance with Clause 23.4-ITB.

C) PREPARATION OF BIDS

14. Language of Bid

All documents relating to the Bid shall be in English.

15. Documents comprising the Bid

15.1. The e-bid submitted by the bidder shall be in two separate parts.

Part-I -This shall be named **Technical Bid** and shall comprise of information prescribed in section-III.

Part-II - It shall be named **Financial Bid** and shall comprise of the financial proposal strictly using the formats attached in Section IV and Section VI. Section IV-Form 6 and Section VI shall only be submitted in electronic form, and not in physical form.

A checklist of all the forms to be submitted in the bid is given below:
(only online mode of submission will be considered responsive)

Form Q1	• Details of Bidder
Form Q2	• Audited Average annual turnover in the last 3 years and networth as of end of last financial year
Form Q3	• Power of Attorney
Form Q4	• Power of Attorney for a Joint Venture/Consortium
Form Q5	• Experience of operating for more than 3 years
Form Q6	• Affidavit
Form Q7	• Undertaking for Bid Validity
Form Q8	• Joint Bidding Agreement
Form TE1	• Experience of operating / managing ambulances
Form TE2	• Experience of running Centre/State Government recognized Medical institute/ hospital
Form TE3	• Experience of running any health/medical /vehicle insurance company
Form TE4	• Experience of running a company which manufactures Ambulances in India
Section IV, Form 1	• Form of Bank Guarantee for Bid Security
Section IV, Form 2	• Form of Bank Guarantee for Performance Security
Section IV, Form 3	• Form of submission of Bid

Section IV, Form 4	• Form of Letter of Acceptance
Section IV, Form 5	• Form of Contract
Section IV, Form 6	• Form for Financial Proposal**(only to be submitted in electronic form)**
Section IV,Form 7	• Integrity Pact

15.2. Original documents in physical form

Physical Submission of **originals Bid Security, POA for signing the Bid, POA for lead member of JV, if any, JBA for JV, if any, Integrity Pact, and experience certificates apostle at foreign origin, if any shall only beAfter declaration of Bid Evaluation Result by the Authority.Bidders (including individual or any of its Joint Venture Members) failing to submit the original documents required as per above shall be unconditionally debarred from bidding in NHAI projects for a period of 5 years.**

15.3. The following documents, which are not submitted with the Bid, will be deemed to be part of the Bid:

a) Notice Inviting Tender
b) Instruction to the bidders
c) Terms of Reference and associated Appendix
d) General Conditions of Contract
e) Special Conditions of Contract

16. Bid Prices

16.1. The Contract shall be awarded for the whole services, as described in Clause 1.1-ITB based on the financial proposal submitted by the Bidder.

16.2. The bidder shall quote Bid prices on appropriate format enclosed for "Financial Proposal (Section IV-Form 6)"as part of tender document on e-tender portal of NHAI. No additional items/quantities other than that specified in the formats should be proposed by the Bidder since the same shall not be considered for the evaluation/award.

16.3. All duties, statutory taxes (excluding GST), royalties and other levies payable by the Contractor under the Contract, or for any other cause, shall be indicated in the total Bid price submitted by the Bidder. Only GST shall be indicated separately, and shall be reimbursed by NHAI separately on production of proof of payment.

16.4. The rates and prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment except for certain escalation as per clause 20 of SCC. No extra cost towards escalation shall be payable during the term of the contract.

17. Currencies of Bid and Payment

The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees ("**INR**").

18. Bid Validity

18.1. Bids shall remain valid for a period of 120 (one hundred twenty only) days after the Bid Due Date for bid submission specified in Clause6 of Section I - NIT. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

18.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional

period. The request and the bidders' responses shall be made in writing by e-mail or by post. A bidder may refuse the request without forfeiting his Bid Security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity period of his Bid Security for a period of the extension, and in compliance with Clause 19-ITB in all respects.

19. Bid Security

19.1. The Bidder shall furnish, as part of its Bid, Bid Security, for the amountof Rs30,00,000/- (Rupees Thirty lakhs only). The Bid Security shall be in favour of National Highways Authority of India and may be in one of the forms as indicated below in Clause 19.7.The format of Bank Guarantee shall be in accordance with the sample form of Bid Security included in the bid document (Section IV).The Bank Guarantee shall be transmitted through SFMS Gateway to NHAI through the designated bank of NHAI, details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	National Highways Authority of India
2.	Name of Bank	Canara Bank
3.	Account No.	8598201005819
4.	IFSC Code	CNRB0008598

It may please be noted that the original document of various submissions of selected bidders shall be produced for verification to NHAI before award of work, if so desired by NHAI.

19.2. Bank guarantees submitted with the Bid shall be valid for not less than 60 (sixty) days beyond the validity of the Bid.

19.3. Any bid not accompanied by an acceptable bid security and not Secured as indicated in Sub-Clause19.1 and 19.2 above shall be rejected by the Employer as non -responsive.

19.4. The Bid Security of unsuccessful bidders will be returned within 30 (thirty) days of the end of the Bid validity period specified in Sub-Clause 18.1 of ITB or award of Contract, whichever is earlier.

19.5. The Bid Security of the successful Bidder will be discharged when the Bidder has signed the **LOA/ Contract** and furnished the required Performance Security.

19.6. The Bid Security will be forfeited:

a) If the Bidder withdraws the Bid after its submission during the period of Bid validity;

b) In the case of a successful Bidder, if the Bidder fails within the specified time limit to:

(i) Sign the Contract; and/or

(ii) Furnish the required Performance Security.

(iii) Commence the work after signing the Contract within 7 (seven) days.

19.7. The Bidder shall furnish bid security either in the form of a bank guarantee issued by a Nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000.00 crore (Rs. One thousand crore), in favour of the Authority in the prescribed format (Section IV).In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.The Bank Guarantee shall be transmitted through SFMS Gateway to NHAI through the designated bank of NHAI, details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	National Highways Authority of India
2.	Name of Bank	Canara Bank
3.	Account No.	8598201005819
4.	IFSC Code	CNRB0008598

It may please be noted that the original document of various submissions of selected bidders shall be produced for verification to NHAI before award of work, if so desired by NHAI.

20. Alternative Proposals by Bidders

Bidder shall submit offers that fully comply with the requirement of thisRFP / Bidding Documents. Conditional offer or alternate offer will not be considered further in the processof evaluation and the bid will be declared non-responsive.

21. Format and Signing of Bid

21.1. The Bidder shall submit e-bid comprising of the documents as described in Clause15 of

the ITB.

21.2. The documents to be submitted in the only in electronic form on e-tender portal along with the Proof of Online payment towards the cost of Bid document of Rs. 10,000/- (Rupees ten thousand only) through SFMS Gateway to NHAIfor fees/security which shall be typed or written in ink and shall be signed by a person duly authorized to sign on behalf of the bidder. All the pages of the documents as mentioned here shall be signed by the person/persons signing the bid. Documents as mentioned here shall contain no overwriting, alterations or additions, except those to comply with instructions, issued by the employer or as necessary to correct errors made by the bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and signing and dating it along with the stamp by the person or persons signing the Bid.

D) SUBMISSION OF BIDS

22. Marking of Bids

The documents to be submitted in only through online modeas per Clause15.2–ITB. In case of any discrepancy between documents submitted online and documents submitted in the physical form, the documents submitted in physical form shall prevail over the documents submitted through online process.

23. Deadline for Submission of Bids

23.1. The Bidder shall ensure that the complete e-Bid is uploaded on NHAI e-tender portal on or before the Bid Due Date before the time specified in NIT/e-portal.

23.2. NHAI assumes no responsibility for inability of a bidder to submit bids through NHAI's e-tendering portal on account of delay in submission at bidder's end. Bidder shall ensure that they submit the bid well before the "Bid Due Date & Time of Bid-Submission". NHAI shall not be responsible if bidder is not able to submit the bid on account of failure in network/internet connection or any other technical reason.

23.3. The Employer may extend the deadline for submission of bids/Bid Due Date by issuing an amendment in accordance with Clause 13-ITB, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

24. Modification and Withdrawal of Bids

24.1. Bidders may modify or withdraw their e-bids as directed on the e-tendering portal, before the Bid Due Date and time as prescribed in Clause 6 of Section I-NIT.

24.2. No bid may be modified after the deadline for online submission of bids.

24.3. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 18.1 above or as extended pursuant to sub-Clause 18.2-ITB shall result in the forfeiture of the Bid security pursuant to Clause 19.

24.4. Bidders may modify the prices of their bids before deadline/Bid Due Date of online

submission of bid in terms of Clause 16- ITB.

24.5. No late and delayed bids after Bid Due date/time shall be permitted in e tendering portal System. Time being displayed on our e-Tendering Portal shall be final and binding on bidder and bids have to be submitted by bidders considering this time only and not the time as per their location/country.

E) Bid opening & evaluation

25. Bid Opening

Bid opening shall be carried out in two stages.

A) Technical Bid
B) Financial Bid

Firstly, 'Technical Bid' of all the Bidders received (except those received late) shall be opened on the date and time mentioned in the Notice Inviting e-Tender ("**NIT**"). Bidders who fulfill the eligibility criteria as mentioned in Sub-Clause 4.3of the ITBwill be considered for technical evaluation. All other bids will be considered as non-responsive and will be rejected.

The Technical evaluation criterion is listed in the RFP. In case of JV/ consortium the experience of any one member, or the combined experience of the members of the JV / consortium will be evaluated for these criteria.

'Financial Bid' of only those bidders who willfulfil the technical eligibility criteria, shall be opened on a subsequent date through online process of e-tendering, which will be notified to such bidders.

25.1. The Employer will open the "Technical Bid" of all the bids received (except those received late), in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in the NIT. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

25.2. In all cases, the amount of Bid Security, forms and validity shall be announced. Thereafter, the Employer at the opening or as the Employer may consider appropriate, will announce the bidders' names and such other details.

25.3. The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Clause12.2 of the ITB.

25.4.

(i) The bids accompanied with valid bid security, bid document fee, Tender Processing fee will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to Clause 15.1- ITB .

(ii) As soon as possible, the NHAI will finalize the list of responsive bidders whose financial bids are eligible for consideration. However, to assist in the examination, evaluation of technical bids, the Employer may at his discretion, ask any bidder for clarification of his bid, however, no additional documents in support of clarification will be entertained.

25.5. The Employer shall inform the bidders, whose technical bids are found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or theirrepresentative, may attend the meeting of opening of financial bids.

25.6. At the time of the opening of the 'Financial Bid', the names of the bidders whose bids were found responsive in accordance with sub-Clause 4.3 and 26.5-ITB will be announced. The financial bids of only these bidders will be opened. The responsive bidders' names, the Bid prices, the total amount of each bid, pursuant to Clause 15, Clause 16 and Clause 24 and such other details as the Employer may consider appropriate will be announced by the Employer at the time of bid opening. Any Bid price, which is not read out and recorded, will not be taken into account in Bid Evaluation.

25.7. The Employer shall prepare the minutes of the opening of the Financial Bids.

26. Process to be Confidential

Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other person not officially concerned with such process until the award to the successful Bidder has been announced. Any attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid

27. Clarification of Bids and Contacting the Employer

27.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at hisdiscretion, ask any Bidder for clarification of his-Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted.

27.2. Subject to Sub-Clause 27.1, no Bidder shall contact the Employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.

27.3. Any effort by any Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in the rejection of its bid.

28. Examination of Bids and Determination of Responsiveness

A. During the detailed evaluation of "Technical Bids", the Employer will determine whether each Bid

a) Meets the eligibility criteria defined in Clauses 3 and 4 of ITB;

b) The required documents uploaded by the bidder are in order; and

c) Is substantially responsive to the requirements of the Bidding Documents.

B. During the detailed evaluation of the "Financial Bids", the responsiveness of the bids will be further determined with respect to the quoted Bid prices only

29. Evaluation and Comparison of Financial Bids

29.1. The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 28 of ITB.

29.2. If the Bid of the successful Bidder is 20% (twenty percent) lower than the average of all bids received, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methodology proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 34 of ITB be increased and an additional performance security of 05 (five) percent may be obtained at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

29.3. A bid, which contains several items in the Bill of Quantities is unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

30. Price Preference

Not Applicable

F) Award of contract

31. Award Criteria

BIDs will be evaluated for the Project on the basis of the lowest cost required by a Bidder for implementing the Project (the "BID Price"). In this RFP, the term “Lowest Bidder” or “L-1” shall mean the Bidder who is quoting the lowest BID price.

Generally, the Lowest Bidder shall be the selected Bidder. In case such Lowest Bidder withdraws or is not selected for whatsoever reason except the reason mentioned in Clause 2.1.12 (b) (4), the Authority shall annul the Bidding Process and invite fresh BIDs. Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.

(a) Subject to Clause 32 & 33 of ITB, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has the lowest cost, provided that such Bidder has been determined to be:

(1) Eligible in accordance with the provisions of Clause 3 and sub-Clause4.3of ITB, and

(2)Qualified in accordance with the provisions of Clause4 and Clause 26of ITB.

32. Employer’s right to accept any Bid and to reject any or all Bids

Notwithstanding Clause 31 of ITB, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

33. Notification of Award and Signing of Contract

33.1. The bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Part I General Conditions of Contract called the “Letter of Award”) will state the sum that the Employer will pay to the Contractor in consideration of the **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**. , by the Contractor as per the

Scope prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).

a. The notification of award (LOA) will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause34 of ITB.

b. The Contract will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished.

c. Upon furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

33.2. In the event that two or more Bidders quote the same BID Price (the "Tie BIDs"),the Authority shall identify the Selected Bidder by draw of lots, which shall beconducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

33.3. After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Employer to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Employer may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

34. Performance Security

34.1. Within 15 (fifteen) days after receipt of the Letter of Acceptance, unless otherwise extended by the Authority, the successful Bidder shall deliver to the Employer a Performance Security of Five percent of the Annual Contract Price (which shall be mentioned in the Letter of Award), valid for the period of 28 (twenty eight) days after the completion of work plus additional security for unbalanced Bids in accordance with Clause 29.2 of ITB and sign the contract. The performance security can also be submitted for an initial validity of one year which shall be re-validated and extended every year 30 days before its expiry, failing which the Authority shall forfeit the performance bank guarantee. The total cumulative validity of such Bank Guarantee shall last till 28 days after the contract expiry.

34.2. The performance security shall be in the form of a Bank Guarantee in the name of the Employer, from a Bank as applicable in case of bid security defined in Clause 19.7. The Bank Guarantee shall be transmitted through SFMS Gateway to NHAI through the designated bank of NHAI, details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	National Highways Authority of India
2.	Name of Bank	Canara Bank
3.	Account No.	8598201005819
4.	IFSC Code	CNRB0008598

It may please be noted that the original document of various submissions of selected bidders shall be produced for verification to NHAI before award of work, if so desired by NHAI.

34.3. Failure of the successful bidder to comply with the requirement of sub-Clause 34.1 above shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

34.4. The successful bidder to whom LOA has been issued is required to sign the Contract at Employer's Office within 15(fifteen) days of submission of performance security.

35. Fraud and Corrupt Practices

35.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract, the Employer may reject a Bid, withdraw the LOA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Employer shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Employer under the Bidding Documents and/ or the Contract, or otherwise.Such a Bidder shall also not be eligible to participate in any tender or RFP issued by the Employer during a period of 2

(two) years from the date such Bidder, or Contractor, as the case may be, is found by the Employer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

35.2. The Employer requires the Bidders/Contractors to strictly observe the laws against fraud and corruption enforced in India, particularly, Prevention of Corruption Act, 1988.

35.3. For the purposes of this Clause 35 of ITB, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Employer who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Employer, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);

(b) "fraudulent practice" means a misrepresentation or omission or suppression of facts or disclosure of incomplete facts;

(c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Employer with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

35.4. Bidder shall comply with the provisions of office Memorandum No. 13030/09/2008-vig dated 28.01.2013 issued by Employer i.e. Model Contract for Integrity Pact (IP) as per format given in Section IV which shall be submitted by the Bidder along with the RFP Bid duly signed by Authorised signatory & shall be part of the Contract.

36. MISCELLANEOUS

36.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

36.2. The Employer, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
(b) consult with any Bidder in order to receive clarification or further information;
(c) retain any information and/ or evidence submitted to the Employer by, on behalf of, and/ or in relation to any Bidder; and/ or
(d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

36.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Employer, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

Section – III
Qualification Information

Section – III – Qualification Information (To be filled by Bidder)

The information to be filled in by the bidder in this section and document submitted in electronicform will be used for the purposes of post qualification as provided for in Clause4 of Section II-ITB. This information will not be incorporated in the contract.

Form Q1

Details of Bidder

1.
   a) Name :
   b) Country of incorporation :
   c) Date of constitution: _____
   d) Legal Status of Bidder (Partnership or Pvt. Ltd. Firm, Society etc.) (*Upload scanned copy of original)* : _____
   e) Place of Registration: _____
   f) Principal business: _____
   g) Principal place of business: _____
   h) Corporate Identity Number / Registration No.

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:

3. **Details of individual(s) who will serve as the point of contact/ communication with the NHAI**:
   a) Name:
   b) Passport no. / PAN/Aadhar No.:
   c) Designation:
   d) Company:
   e) Address:
   f) Telephone Number:
   g) E-Mail Address:
   h) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:

   a) Name:
   b) Designation:
   c) Passport No. / PAN:
   d) Address:
   e) Phone Number:
   f) Fax Number:
   g) Class III Digital Signature Certificate ID number

5. In case of a **Joint Venture/Consortium:**

   a) The information above (1-4) should be provided for all the Members of the Joint Venture/Consortium.
   b) A copy of the Joint Bidding Agreement, as envisaged in Clause 4.2 should be attached to the Bid.
   c) Information regarding the role of each Member should be provided as per table below:

Sr. No.	Name of Member	Role (Refer sub-Clause 4.2of ITB	Share of work in the Project
1			
2			
3			

d) The following information shall also be provided for each Member of the Joint Venture/Consortium

Name of the Applicant/member of Joint Venture/Consortium: _____

Sr. No.	Criteria	Yes/No
1	Has the Bidder/member of the Joint Venture/Consortium been black listed/debarred in the last five years from date of submission of bid by any Central/State/Public sector undertaking in India	
2	If the answer to 1 is 'yes', does the bar subsist as on BID due date	

e) The following information shall also be provided for each Member of the Joint Venture/Consortium

Name of the Applicant/member of Joint Venture/Consortium: _____

Sr. No.	Criteria	Yes/No
1	Has Bidder/member of the Joint Venture/Consortium been convicted by any court of law for any criminal or civil offences either in the past or in the present or have been declared bankrupt in the past	

(Sign of Authorized signatory of the Bidder)
Name
Designation
Seal:
Date:
Business Address:

Form Q2

Annual Turnover

Sr. No.	Financial year	Annual Turnover of Applicant (INR)
1		
2		
3		

Average Annual Turnover: (INR)_____

[indicate sum of the above figures divided by 3]

NOTE: In case of foreign companies, the amount of Turnover will be equivalent to the amount of INR indicated. For conversion of US Dollars to Rupees, the rate of conversion, shall be on daily representative exchange rates published by the International Monetary Fund for the relevant date. In case of any other currency the same shall be to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate.

Networth

Sr. No.	Financial year	Networth of Applicant (INR)
1	**End of Financial Year xxxx**	

Networth: (INR)_____

NOTE: In case of foreign companies, the networth will be equivalent to the amount of INR indicated. For conversion of US Dollars to Rupees, the rate of conversion, shall be on daily representative exchange rates published by the International Monetary Fund for the relevant date. In case of any other currency the same shall be to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate.

CERTIFICATE FROM THE STATUTORY AUDITOR

This is to certify that .....[Name of the Firm] [Registered Address] has received the payments shown above against the respective years, and has the networth as shown above for as of the end of FY'2018-19.

Name of Authorized Signatory:

Registration no.

Designation:

Name of firm:

(Signature of the Statutory Auditor Seal of the Firm)

Note:

1. In case of a JV/consortium, above form has to be submitted for each Member

2. In case the applicant does not have a statutory auditor, it may provide the certificate from a practicing chartered accountant.

Form Q3

Format for Power of Attorney

Know all men by these presents, we, ... (Name of Company, Corporate Identity Number / Registration No. and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife of……....., having Passport no. / PAN_____and presently residing at .....**,** who is presently employed with us and holding the position of ..... , as our true and lawful attorney (hereinafter referred to as the "**Authorized Signatory" or "Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Project: "**Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**. , proposed or being developed by the National Highways Authority of India (the "**NHAI**" or "**Authority**") including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in Pre-BID and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our BID, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our BID for the said Project and/ or upon award thereof to us.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2022

Signature: _____
Name:_____
Designation:_____
Name of the Company for and on whose behalf signing :_____
Address: _____
(Signature, name, PAN / Passport No. / designation and address)
of the person authorized by Board Resolution of the Company / Partner in case of Partnership firm

Accepted
……
(Signature)

(Name, Title and Address of the Attorney)
(Notarised)

Witnesses:
1.Signature
Name
Address

2. Signature
Name
Address

Person identified by me/ personally appeared before me/
Attested/ Authenticated*
(*Notary to specify as applicable)
(Signature Name and Address of the Notary)

Seal of the Notary
Registration No. of the Notary
Date:……

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) Company / Firm and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a Board or Shareholders' resolution/ Power of Attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Form Q4

Format for Power of Attorney for Lead Member of Joint Venture

WHEREAS the National Highways Authority of India ("**NHAI**" or "the **Authority**") has invited BIDs for the Project: "**Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**",

WHEREAS, ……., ……., and ……. (collectively the "**Joint Venture**") being Members of the Joint Venture are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (**RFP**) and other BID documents including Contract in respect of the Project, and

WHEREAS, it is necessary for the Members of the Joint Venture to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's BID for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s……. having our registered office at ……., M/s. ….. having our registered office at …, M/s. … having our registered office at ….., and ….. having our registered office at ……., (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S ……. having its registered office at ……., being one of the Members of the Joint Venture, as the **Lead Member** and true and lawful attorney of the Joint Venture (hereinafter referred to as the "**Lead Member**" and / or "**Attorney**"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Joint Venture and any one of us during the bidding process and, in the event the Joint Venture is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Joint Venture and submission of its BID for the Project, including but not limited to signing and submission of all applications, BIDs and other documents and writings, participate in pre BID and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the BID of the Joint Venture and generally to represent the Joint Venture in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Joint Venture's BID for the Project and/ or upon award thereof.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Joint Venture.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …….. DAY OF ……. 2022

For …….. (Signature) …….. (Name & Title)	For …….. (Signature) …….. (Name & Title)	For …….. (Signature) …….. (Name & Title)

(Executants)
(To be executed by all the Members of the Joint Venture)

Accepted
……
(Signature)
(Name, Title and Address of the Attorney)

Witnesses:
1.
2.

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.
- The format for Power of Attorney for Lead Member of Consortium is the same as above substituting the word "Joint Venture" with "Consortium" wherever deemed necessary

Form Q5

Declaration of Experience

We have carefully gone through the RFP / bidding documents for the Project titled " **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**". We hereby declare that our firm/ company M/s _____, having Corporate Identity Number / Registration No._____, having registered office at _____, has experience of operating Emergency Medical Services/ Incident management services/ Traffic management/Intelligent transport system technologies/ Command and control center Operations for more than _____ years.

We hereby furnish evidence pertaining to the above mentioned experience.

The summary of relevant projects is as follows:

Sr. No.	Name of project including name of employer	Project details & relevance of criteria explaining brief scope of work	Project Value (Rs. crore)	Project start date	Project end date

(Supply form separately for each Member of the JV / Consortium, if relevant)

I hereby declare that a copy of work order/ contract & completion certificate has been enclosed for each of the above projects mentioned.

(Sign of Authorized signatory of the bidder)

Name

Designation

Date:
Business Address:

Form Q6

AFFIDAVIT

(To be executed on non-judicial stamp paper and got notarized by Notary)

Affidavit of Shri _____, aged about _____ years, son of Shri _____ resident of _____, having PAN/Passport No./Aadhar No. _____I, the deponent above-named, do hereby solemnly affirm and state on oath as under:

1. that I, the undersigned Deponent herein, am the duly authorised representative of M/s (name & address of the company firm)

2. that all the statements made in the enclosed attachments (all the documents submitted for the Bid in response to the NHAI's RFP No. ____dated _____ for the Project: **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 are** true and correct.

3. that neither has ourCompany/firm M/s. _____ abandoned any work on NationalHighways in India nor has any contract awarded to us for such works been rescinded, during the last five years prior to the date of this Bid.

4. that our Company / Firm named above does hereby authorize and requestany bank, person, company / firm or corporation to furnish pertinent information deemed necessary and requested by NHAI to verify the statements or documents regarding my competence and general reputation of our above named company / firm.

5. that our company /firm understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the NHAI and within the prescribed time.

DEPONENT

VERIFICATION

I, the above-named deponent, do verify that the contents of paragraphs 1 to 5 of this affidavit are true to my own knowledge. No part of it is false and nothing material has been concealed.

Verified at _____, on this ___ day of _____, 2022.

DEPONENT

BEFORE ME
(TO BE NOTARISED)

Form Q7

Undertaking of Bid Validity

((To be executed on non-judicial stamp paper and got notarized by Notary)

I, the undersigned,being the duly authorized attorney ofthe company / firm M/s_____ do hereby undertake that we agree to keep the **Bid submitted by us for the NHAI's Project for Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 vide RFP No. ____ dated ____,** valid for a period of 120 (One hundred twenty) days after the Bid Due Date and abide by the same. The Bid shall be binding on us and may be accepted at any time before the expiration of that period.

_____

(Signature Authorised Representative

Name:

Designation:

Name and address of the Company / Firm:----------

DATE:----------

Form Q8

Joint Bidding Agreement
(More partners may be added to the agreement, up to a maximum of 6 partners)

Between

M/s_____having its registered office at_____ (hereinafter referred to as_____)acting as the Lead Partner of the first part,

and

M/s_____having its registered office_____ (hereinafter referred to as'_____')in the capacityofaJointPartner ofthe secondpart

The expressionsof_____,_____, _____ and _____ shallwherever thecontextadmits, meanandincludetheirrespectivelegal representatives,successors-in-interest andassigns andshall*collectively bereferredtoas "theParties"andindividuallyas "theParty"*

WHEREAS:

National Highways Authority of India (NHAI)[hereinafter referred to as "Employer "] has invited **Bids for Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 vide RFP No. _____ dated _____**

Now, therefore, the parties agree as follows:

1. The following documents shall be deemed to form and be read and construed as an integral part of this Joint Bidding Agreement.
   i). Notice for Bid, and
   ii) Bidding document
   iii) Any Addendum/Corrigendum issued by NHAI
   iv) The bid submitted on our behalf jointly by the Lead Partner.

2. The'Parties'havestudiedthedocumentsandhaveagreedto participateinsubmittinga 'bid'jointly.

3. M/s _____shall be the " Lead Partner" of the J V for all intents and purpose and shall represent the Consortium in its dealing with the Employer. For the purpose of submission of bid proposals, the parties agree to nominate_Mr / Mrs / Miss_____, having Passport No. / PAN _____, address _____, Partner / Director, asthe "Lead

Partner"dulyauthorized tosign and submit all documents and subsequentclarifications,ifany,tothe Employer.

4 The Lead Partner shall be authorized to incur the liabilities and receive instructions for and on behalf of any and all partners of Joint venture/ consortium. The Lead Partner will be solely responsible to **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**.

5. The 'Parties' have resolved that the following distribution of responsibilities will be followed in the event the Bid of the JV Bid/Consortium is accepted by NHAI.

(a) Lead Partner in charge share _____ %, Responsibilities

(i) _____

(ii) _____

(iii) _____

(b) JV Partner share _____ %;

Responsibilities

(i) _____

(ii) _____

(iii) _____

(All JV Partners details to be mentioned)

6. Assignment and Third Parties

The parties shall co-operate throughout the entire period of this Joint Bidding Agreement / MOU on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party and NHAI.

7. Responsibilities

All partners of the Consortium/JV shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms.

8. Executive Authority

The said Consortium through its authorized Representative shall receive instructions from the Employer. The management structure for the Project, if awarded to the Consortium, shall be prepared by mutual consultations to enable proper execution and completion of Project in line with requirements as per the Scope within documented cost and time as per the provisions of the Contract.

9. Guarantees and Bonds

Till the award of the work, the Lead Partner shall furnish Bid bond and all other bonds/guarantees to the Employer on behalf of the Consortium which shall be legally binding on all the partners of the Consortium.

10. Bid Submission

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Purchaser for the Project. Common expenses shall be shared by all the parties in the ratio of their actual participation.

11. Indemnity

Each party hereto agrees to indemnify the other party /parties against its respective parts in case of breach/default of the respective party of the provisions of the Bidding Process / Project / Contract works of any liabilities sustained by the Consortium.

12. For the execution of the respective portions of works during Bidding Process / execution of the Contract / Project, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources. All the payments from NHAI/Employer will be received by the Lead Partner.

13. Documents & Confidentiality

Each Party shall maintain in confidence and not use for any other purpose all commercial and technical information related to the Project received or generated in the course of preparation and submission of the Bid.

14. Arbitration

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably amongst the parties. If an amicable settlement cannot be reached as above, it will be settled by following the procedures and rules mentioned in Appendix-3 of the RFP.

15. Validity

This Agreement shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period:-

(a) The bid submitted by the Consortium is declared unsuccessful, or

(b) Cancellation/shelving of the Project by the Employer for any reasons prior to award of work

(c) Execution of detailed Consortium agreement by the parties, setting out detailed terms after award of work by the Employer.

16. This Joint Bidding Agreement has been signed in three counterparts/sets, each of which is an original and each of which has same legal strength and status. One set each of the signed original is held by M/s _____, by M/s. _____, M/s. _____ &M/s_____ and one set submitted with the Bid proposal.

17. This Joint Bidding Agreement shall be construed under the laws of India.

18. Notices

Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

Lead Partner	Second Partner	Third Partner
_____	_____	_____
_____	_____	_____
(Name & Address)	(Name & Address)	(Name & Address)
Fax no.		

IN WITNESS WHEREOF, the parties have executed this Joint Bidding Agreement / MOU the day, month and year first before written.

M/s_____ M/s_____

_____ _____

(Seal) (Seal)

Witness

1_____

(Name & Address)

2_____

(Name & Address)

Form TE 1

To

The Chairman
National Highways Authority of India
G5 & 6, Sector – 10
Dwarka, New Delhi – 110075

We have carefully gone through the RFP / bidding document titled " **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**". We hereby declare that our firm/ company M/s _____, having Corporate Identity Number / Registration No._____, has experience of operating/ managing _____ unique ambulances in the last 5 (Five) years (for a minimum continuous duration of 6 (six) months).

We hereby furnish evidence pertaining to the above mentioned experience.

The summary of relevant projects is as follows:

Sr. No.	Name of project including name of employer	Project details & relevance of criteria explaining brief scope of work	No. of ambulances operated	Project Value (Rs. crore)	Project start date	Project end date

(Supply form separately for each Member of the JV / Consortium, if relevant)

I hereby declare that copies of Work Order/ Contract/ Purchase Order specifying number of ambulances &Completion Certificate duly attested by the company/employer whose projects have been cited as experience have been enclosed for each of the _____(total number of projects) projects mentioned.

I further certify that I'm duly authorized and competent officer in the company to make this declaration.

Yours faithfully,

(Sign of Authorized signatory of the bidder)

Name
Designation
Seal:
Date:
Name of Company / Firm
Business Address:

Form TE 2

To

The Chairman
National Highways Authority of India
G5 & 6, Sector – 10
Dwarka, New Delhi – 110075

We have carefully gone through the RFP / bidding document titled " **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**". We hereby declare that our firm/ company M/s _____, having Corporate Identity Number / Registration No._____, has experience of Experience of running _____ which is a Centre/State Government recognized Medical institute/ hospital operational/functional from the last 5 (Five) years

We hereby furnish evidence pertaining to the above mentioned experience attached with this form.

I further certify that I'm duly authorized and competent officer in the company to make this declaration.

Yours faithfully,

(Sign of Authorized signatory of the bidder)

Name
Designation
Seal:
Date:
Name of Company / Firm
Business Address:

Form TE 3

To

The Chairman
National Highways Authority of India
G5 & 6, Sector – 10
Dwarka, New Delhi – 110075

We have carefully gone through the RFP / bidding document titled " **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**". We hereby declare that our firm/ company M/s _____, having Corporate Identity Number / Registration No._____, has experience of running _____ which is a health/medical /vehicle insurance company with IRDAI registration no. _____

We hereby furnish evidence pertaining to the above mentioned experience attached with this form.

I further certify that I'm duly authorized and competent officer in the company to make this declaration.

Yours faithfully,

(Sign of Authorized signatory of the bidder)

Name
Designation
Seal:
Date:
Name of Company / Firm
Business Address:

Form TE 4

To

The Chairman
National Highways Authority of India
G5 & 6, Sector – 10
Dwarka, New Delhi – 110075

We have carefully gone through the RFP / bidding document titled " **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**". We hereby declare that our firm/ company M/s _____, having Corporate Identity Number / Registration No._____, has experience of running _____ which has been manufacturing Ambulances in India from the last 5 years.

We hereby furnish evidence pertaining to the above mentioned experience attached with this form.

I further certify that I'm duly authorized and competent officer in the company to make this declaration.

Yours faithfully,

(Sign of Authorized signatory of the bidder)

Name
Designation
Seal:
Date:
Name of Company / Firm
Business Address:

Section – IV – Forms of Bank Guarantees, Bank Certificate, LOA &Contract.

Section – IV – Forms of Bank Guarantees, Bank Certificate, LOA &Contract.

1. Form of Bank Guarantee for Bid Security

(Refer Clause 19 of Section II-ITB)

RFP No. NHAI/HO/IM/Phase-II/Zone-1/2021 dated 01.12.2021

B.G. No. Dated:

1. In consideration of you, **National Highways Authority of India**, having its office at ……., (hereinafter referred to as the "**NHAI**" or the "**Authority**", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of **M/s**…… (a company registered under the Companies Act, 1956/ 2013) and having its registered office at ……., and Corporate Identity Number / Registration No. (and acting on behalf of its Consortium) (hereinafter referred to as the "**Bidder**" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the **Project titled** "**Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**" (hereinafter referred to as "the **Project**") pursuant to the RFP Document dated ……. issued in respect of the Project and other related Bidding documents (hereinafter collectively referred to as "**Bidding Documents**"), we (Name of the Bank) having our registered office at …… and one of its branches at …….. (hereinafter referred to as the "**Bank**"), at the request of the Bidder, do hereby in terms of Clause 19 of Section II-ITB of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. …….. (Rupees …….. only) (hereinafter referred to as the "**Guarantee**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.

2. Any such written demand made by the Employer stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Employer is disputed by the Bidder or not, merely on the first demand from

the Employer stating that the amount claimed is due to the Employer by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ********(Rupees *********).

4. This Guarantee shall be irrevocable and remain in full force for a period of not less than 180 (one hundred and eighty) days from the Last date for submission of Application inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Employer and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Employer shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, fails or refuses to execute the Contract, and the decision of the Employer that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Employer and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Employer.

6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

7. In order to give full effect to this Guarantee, the Employer shall be entitled to treat the Bank as the principal debtor. The Employer shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Employer, and the Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Bidder or by any change in the constitution of the Employer or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch who shall be deemed to have been duly authorised to receive the said notice of claim.

10. It shall not be necessary for the Employer to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Employer may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Employer in writing.

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.

13. This guarantee shall also be operatable /payable at our ....., Delhi (full address), from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

14. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to ********(Rupees *********). The Bank shall be liable to pay the said amount or any part thereof only if the Employer serves a written claim on the Bank, on or before *** (indicate date falling 180 days after the Bid Due Date).

Signed and Delivered by …….. Bank

By the hand of Mr./Ms ……..., its …….. and authorised official

Signature and Seal of the Guarantor with Name, Designation, Employee Code Number.....

Name of the Issuing Bank/Branch.....

Address, Phone/Fax no. ……Date ……

Signature of Witness _____

Name of Witness _____

Address of the Witness _____

2. Form of Bank Guarantee for Performance Security

To

The Chairman
National Highways Authority of India
G5 & 6, Sector – 10
Dwarka, New Delhi – 110075

WHEREAS……. (name and address of Contractor) hereinafter called "the Contractor" has undertaken, in pursuance of LOA No. …….. Dated …….. to execute the contract for the " **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**". (name of Contract and brief description of Works) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalised/Scheduled bank of India for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we, _____Bank, _____Branch, _____(city) have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we, , _____Bank, _____Branch, _____(city) hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor, up to a total of Rs……. (amount of guarantee) (Rupees…….. (in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of …….. (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

This guarantee shall also be operatable at our .....,Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed thereunder or of any of the contract documents which may be made between you and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of Bank under this Guarantee shall not be affected by any change in the constitution of the contractor or of the Bank.

This guarantee shall be valid until 30 (thirty) days from the date of expiry of the term of the Contract, i.e. this guarantee shall be valid for _____months and _____days from the date of signing of this Bank Guarantee, i.e. upto _____(dd/mm/year)

NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE,

1. Our liability is under this BG No._____
2. Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rs. _____in words)
3. this Bank Guarantee shall remain valid upto_____[dd/mm/year]_____
4. Our Bank is liable to pay any amount under this Bank Guarantee or part thereof only if we receive (if you serve upon us) a written claim or demand under this Bank Guarantee on or before _____[dd/mm/year]_____Unless a claim or a demand in writing is served upon us on or before _____ all our liability under this guarantee shall cease.

Signature and Seal of the Guarantor with Name, Designation, Employee Code Number.....

Name of the Issuing Bank/Branch.....

Address, Phone/Fax no. .....Date .....

Name of Controlling Bank/Branch, Full Address & Telephone/Fax No. on the presence of (if this is to be witnessed as per bank's Policy) _____

1. _____ (Name, Address, Occupation)
2. _____ (Name, Address, Occupation)

NOTE: An amount shall be inserted by the Guarantor, representing the percentage of the Bid Price specified in the Agreement including additional security for unbalance bids, if any and denominated in Indian Rupees.

3. Form of Letter for submission of Bid

To,

General Manager (HO)
National Highways Authority of India,
G-5&6, Sector-10,
Dwarka, New Delhi 110 075
India
kamalarora@nhai.org

RFP No. NHAI/HO/IM/Phase-II/Zone-1/2021
DESCRIPTION OF WORKS: BID FOR "**Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**".

Dear Sir,

Having examined the Bid Document, Instruction to Bidders, Qualification Information, Scope of works, etc. for the subject work, we, hereby submit our Bid for the subject work.

It is certified that all the information furnished in our Bid documents is true and correct. The proposal is unconditional and unqualified. We, the undersigned, accept that NHAI reserves the right to reject any or all applications without assigning any reason.

Thanking you,

Yours faithfully,

SIGNATURE:
NAME:
(Authorized Signatory for and on behalf of

M/s_____
ADDRESS

TELEPHONE NO.

FAX NO.

E-MAIL ID:

DATE

4. Form of Letter of Acceptance

No. …….. Dated ……..

To

M/s……..

Sub.: ……..

Name of Work ……
RFP NO.

Sir,

Based on your Bid submitted on …….. in compliance of bidding document of NHAI for execution of the work of …….. , it is hereby notified that your bid for a contract price of Rs……. (Rupees in words…….) has been accepted for and on behalf of NHAI.

You are hereby requested to furnish Performance Security plus additional security in the form detailed in Clause 34.2 of Section II-ITB for an amount equivalent to Rs…….. (Rupees in words……..) within 15 (fifteen) days as per provisions of Clause 34.1 of Section II-ITB of the bid document and sign the Contract failing which the actions as stipulated in Clause 34.3 of Section II-ITB shall be taken.

Please return duly signed copy in acknowledgement.

Thanking you,
Yours faithfully,

(……..)
<Contact Person>

Enclosed: Duplicate copy of this LOA

5. Form of Contract

CONTRACT No._____

This CONTRACT (hereinafter called the "**Contract**") is made on the _____day of _____ 2022_____ between the National Highways Authority of India, New Delhi (hereinafter called "the "**Employer**" or "**NHAI**" or "**Authority**" (which expression shall include its respective successors and permitted assigns, unless the context otherwise requires) of the **ONE PART**

AND

_____ (here in after called "the **Contractor**") (which expression shall include its respective successors and permitted assigns, unless the context otherwise requires) of the **OTHER PART.**

WHEREAS

A. the Employer, vide its RFP No. ___ dated _____. Invited Bids from eligible bidders for the execution of the Project titled: "**Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**". ("Hereinafter called the "**Project"** or the "**works**") "

B. the Contractor submitted its proposals for the aforesaid Project (here in after referred to as the "**BID" or "OFFER**") whereby the Contractor represented to the NHAI that it had the required professional skills and in the said proposal the Contractor also agreed to provide the Services to the NHAI on the terms and conditions as set forth in the RPF and this Contract.

C. the NHAI, on acceptance of the aforesaid proposals of the Contractor, awarded the works / Contract to the Contractor vide its Letter of Acceptance dated _____("**LOA**")

AND WHEREAS the contractor has agreed to undertake such works and has furnished a Performance Security pursuant to Clause 34 of Section II-ITB.

NOW, THEREFORE, the parties hereto hereby agree as follows:-

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to;

2. The following documents shall be deemed to form and be read and constructed as part of this Contract viz.

a) The Contract
b) Conditions of Contract including Special Conditions of Contract
c) Terms of Reference and the Appendices
d) Financial Bid
e) Letter of Award issued by NHAI
f) Letter of Acceptance submitted by Contractor
g) Copy of the Performance Security submitted by the Contractor including copies of confirmation provided by therespective bank.
h) Copy of the Technical Bid and/or any subsequent correspondence of the Contractor/NHAI
i) Copy of RFP Document and subsequent amendment / addendum, if any

3. The foregoing documents shall be constructed as complementary and mutually explanatory one with another. Should any ambiguities or discrepancy be noted then the order of precedence of these documents shall subject to the condition of particular applications be as listed above.

4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respect with the provisions of the contract.

5. The employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties here to have caused this Contract to be executed the day and year first before written.

Signed, sealed and delivered by the said Employer through his Authorized Representative and the said Contractor through his Power of Attorney holder in the presence of:

Signature of Employer _____

For and on behalf of National Highways Authority of India

Signature of Contractor _____

In the presence of In the Presence of

1. Name:
   Address:

2. Name :
   Address:

1. Name:
   Address:

2. Name:
   Address:

6. Financial Proposal

FROM: (Name of Firm) TO:

Address of Employer:

Subject:

We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [Date], and our proposal. Our attached financial proposal is for the sum of [Amount in words and figures] for **'Rescue Ambulance**. This amount is inclusive of all statutory taxes / levies / surcharges on tax, etc. Applicable GST that shall be reimbursed by NHAI separately on production of proof of payment is (Amount in Words and Figures).

Unit	Type of Cost	Rate per Unit (Rs.)	No. of units	Total Amount (Rs.)
Rescue Ambulance	Per Unit Lease rent per month		20	
TOTAL including all statutory taxes / levies / surcharges on tax but excluding GST (in Rs.)				
Applicable GST (in Rs.)				

Submit only in Electronic Form

The financial bid shall be evaluated based on the TOTAL including all statutory taxes / levies / surcharges on tax but excluding GST (in Rs.).

Note: The Rates provided in the financial proposal should be prepared taking into consideration the running of individual **Rescue Ambulance for 800 Kms per month** with specifications as per Appendix-1 of the RFP and the cost of integration of Computer aided dispatch system / GIS enabled National Highway Emergency Response System (GHERS) for the entire length of National Highways under NHAI in Zone-1.

In case the actual running of **Rescue Ambulance exceeds 800 Kms, the contractor shall be given additional running expenses per KM as follows:**

On-road Unit	Additional Running Expenses per Km per vehicle (in Rs.)
Rescue Ambulance	12 (twelve rupees)

Note: The per month lease rent shall include but are not limited to, all costs associated with hiring, procurement and implementation of the respective units and associated equipment,

hardware and software, integration of Computer aided dispatch system/ GIS based emergency response system and required manpower for its management, maintenance and upgrading expenses with scalability, and associated installation and commissioning expenses and all costs of operations & maintenance of the respective units, including but not limited to, manpower costs, fuel, replacement of consumables, repairs, routine maintenance, software license and maintenance, associated server, network/internet requirement etc. The quote price also includes all the cost associated with the annual training programs for the man-power deployed by the contractor.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

Subsequent to award of contract, if any national highways/toll plazas are added to or removed from the Service Area, the cost for Change of Scope requests will be calculated using the per unit per month lease fee stated in the Financial Proposal.

Submit only in Electronic Form

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Commission and gratuities, if any, paid or to be paid by us to agents relating to this proposal and contract execution, if we are awarded the contract, are listed below:

Name and Address	Amount	Purpose of Commission of Agents Currency or Gratuity

We understand you are not bound to accept any proposal you receive.

We remain,
Yours sincerely,

Managing Director/Head of the firm/Authorised Representative of the firm*
Name of the firm Address
*Lead Member in case of JV

7. Integrity Pact

(*To be executed on plain paper and submitted along with Technical Bid. To be signed by the bidder and same signatory competent/ authorized to sign the relevant contract on behalf of theNHAI)*

(Highway Operations Division)

This integrity Pact is made at on this_____day of_____2022.

Between

National Highways Authority of India (NHAI), a statutory body constituted under the National Highways Authority of India Act, 1988, which has been entrusted with the responsibility of development, maintenance and management of National Highways, having its office at G-5 & G-6, Sector-10, Dwarka, New Delhi, hereinafter referred to as "**The Principal**", which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.

and

_____hereinafter referred to as "**The Bidder/Contractor/Concessionaire/Consultant/Service Provider**" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedures, contract/s for **"Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1".**The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)/Concessionaire(s)/ Consultant(s)/Service Provider(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter in to this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agreeas follows and this pact witnesses asunder:

Article-1 Commitments of thePrincipal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the followingprinciples:-

(a) No employee of the Principal, personally or through family members, will inconnection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self, or third person, any material of immaterial benefit which the person is not legally entitledto.

(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contractexecution.

(c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biasednature.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a

substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid downRules/Regulations.

Article – 2 Commitments of the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s).

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contractexecution.

(a) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of thecontract.

(b) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the biddingprocess.

(c) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or documentprovided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmittedelectronically.

(d) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) of foreign-origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) of Indian Nationalityshall furnish the name and address of the foreign principle, ifany.

(e) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for suchpayments.

(f) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) will not instigate third persons to commit offences outlined above or be an accessory to suchoffences.

(g) TheBidder(s)/Contractor(s)/Concessionaire(s)/Consultant(s)/Service Provider(s)willnotbringanyoutside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of hisbid.

Article–3 Disqualification from tender process and exclusion from futurecontracts.

(1) If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s), before award or during execution has committed a transgression through a violation of any provision of Article- 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) from the tenderprocess.

(2) If the Bidder/ Contractor/ Concessionaire/ Consultant/Service Providerhas committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, thePrincipalshallbeentitledtoexcludeincludingblacklistandputonholidaytheBidder/ Contractor/ Concessionaire/ Consultant/Service Provider for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider and the amount of the damage. The exclusion will be imposed for a minimum of 1year.

(3) A transgression is considered to have occurred if the Principal after due consideration of theavailableevidenceconcludesthat"Onthebasisoffactsavailabletherearenomaterial

doubts".

(4) TheBidder/Contractor/Concessionaire/Consultant/Service Providerwithitsfreeconsentandwithoutany influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legaladvice.

(5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider shall be final and binding on the Bidder/ Contractor/ Concessionaire/Consultant/Service Provider.

(6) On occurrence of any sanctions/ disqualification etc. arising out from violation of integritypact,theBidder/Contractor/Concessionaire/Consultant/Service Providershallnotbeentitledfor any compensation on thisaccount.

(7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider could be revoked by the Principal if the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in hisorganization.

Article–4 Compensation forDamages.

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Arcticle-3, the Principal shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.

(2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Concessionaire/Consultant/Service Provider'sDefault.Insuchcase,thePrincipalshallbeentitledtoforfeit thePerformanceBankGuaranteeoftheContractor/Concessionaire/Consultant/Service Providerand/ordemand and recover liquidated and all damages as per the provisions of the contract/concession agreement againstTermination.

Article – 5 PreviousTransgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years immediatelybeforesigningofthisIntegrityPactwithanyotherCompanyinanycountry conforming to the anti-corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tenderprocess.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tenderprocessoractionforhisexclusioncanbetakenasmentionedunderArticle-3above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4above.

Article-6 Equal treatments of allBidders/Contractors/Concessionaires/Consultants/Service Provider/ Sub-contractors.

(1) The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contractsigning.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Contractors/ Concessionaires/ Consultants/Service Provider andSubcontractors.

(3) ThePrincipalwilldisqualifyfromthetenderprocessallBidderswhodonotsignthisPact or violate itsprovisions.

Article–7 Criminal charges against violating Bidder(s)/Contractor(s)/ Concessionaire(s)/Consultant(s)/Service Provider(s)/Sub-contractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider or Subcontractor, which constitutes corruption, or if the

Principalhassubstantivesuspicioninthisregard,thePrincipalwillinformthesametotheChief VigilanceOfficer.

Article – 8 PactDuration

ThisPactbeginswhenbothpartieshavelegallysignedit.(IncaseofEPCi.e.forprojectsfunded by Principal and consultancy services). It expires for the Contractor/ Consultant 12 monthsafter his Defect Liability period is over or 12 months after his last payment under the contract whichever is later and for all other *unsuccessful* Bidders 6 months after this Contract has been awarded. (In case of BOT Projects)It expires for the concessionaire 24 months after his concession period is over and for all other *unsuccessful* Bidders 6 months after this Contracthas beenawarded.

Ifanyclaimis made/lodgedduringthistime,thesameshallbebindingandcontinuetobevalid despitethelapseofthispactasspecifiedabove,unlessitisdischarged/determinedbyChairman ofNHAI.

Article - 10 OtherProvisions.

(1) ThispactissubjecttoIndianLaw.PlaceofperformanceandjurisdictionistheRegistered Office of the Principal, i.e. NewDelhi.

(2) Changes and supplements as well as termination notices need to be made inwriting.

(3) If the Bidder/Contractor/Concessionaire/Consultant/Service Provider is a partnership or a consortium,this pact must be signed by all partners or consortiummembers.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their originalintentions.

(5) Any disputes/differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

(6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and datefirst done mentioned in the presence of followingwitness:-

_____

_____

(For & On behalf of the Principal) (For & On behalf of the Bidder/Contractor/Concessionaire/Consultant/Service Provider(s))

(Office Seal)

Place_____
Date_____

2 **Witness 1:**

(Name &Address): _____

3 **Witness 2:**

(Name &Address):_____

Section – V
Terms of Reference

Section – V – Terms of Reference ("TOR")

1. Background

1.1. The National Highways Authority of India (NHAI), which became operational in 1995 was constituted by an Act of Parliament. The Authority is entrusted with the responsibility of development, maintenance and management of National Highways, and is one of the major implementation agencies of the Ministry of Road Transport and Highways (MoRT&H).

1.2. NHAI awards works for design, construction, operation and maintenance of highways to Concessionaires / Contractors. Currently, the responsibility of Incident Management rests with the individual concessionaire / contractor operating the highway stretch.

1.3. 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.

1.4. During the operation and maintenance of highway stretches, in order to provide relief and rescue measures in the aftermath of accidents, concessionaires / contractors have been mandated to co-ordinate with tow away cranes of highway contractors/concessionaires 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 Emergency 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 Emergency Management system will consist of a combination of multiple on-road units (Rescue ambulances, Tow-Away Cranes, Patrol Vehicles), a Central Command & Control Centre at a national level, and support units (E.g., Trauma Centre) working seamlessly to identify, verify, respond to and manage incidents.

2.3. NHAI intends to implement a part of this system through deployment of Ambulances through the Ambulance Contractor at Zonal Level, for **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**.

2.4. The detailed scope of the project is mentioned in the subsequent pages. The Ambulance 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 Ambulance Contractor and nowhere shall NHAI be made a party in such complaints.**

3. Scope of Work

3.1. Service Area: National Highways across the Zone-1 as and when decided by NHAI and informed to the Ambulance contractor shall be the service area. The Traffic Incident Emergency Management system at a Zonal Level will consist of the following components:

- On-road units:
    - Rescue Ambulances deployed by the Ambulance Contractor along with Rescue Ambulances of the existing highway Concessionaires/contractors
    - Highway Surveillance Vehicles of the existing highway concessionaire/contractor
    - Tow-away crane of the existing highway concessionaire/ contactor
    - The Ambulance contractor shall be required to co-ordinate with the 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 Ambulance contractor shall provide Rescue Ambulances with required manpower so as to fulfill the Service Levels as mentioned in Clause 7 of the TOR. The ambulances will be "Rescue Ambulances" and the Contractor shall provide rescue ambulances on National Highways anywhere in Zone-1 as instructed by Employer. Each rescue' ambulance provided by Contractor will serve 30 Km of National Highway on Both sides of its station or a total length of 60 Km as per the influence length of the toll plaza (the location of such stations and coverage of each ambulance will be determined by the Employer). Based on the instructions given by the Employer as and when required, the

Contractor shall provide theon-road units for the National Highways across the Zone-1 as per the specifications provided in the document.

The Financial Proposal 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 30 Ambulances, subject to variation under change of scope provisions as per clause 42 of the Special Conditions of Contract of this RFP.

The Rates provided in the financial proposal should be prepared taking into consideration the running of individual Rescue Ambulance for 800 Kms per month. In case the actual running of Rescue Ambulance exceeds 800 Kms, 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:
Rescue ambulances: 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. The actual distance shall be counted from the station/post of the ambulance 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 Ambulance 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 Ambulance 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 Ambulance contractor shall take away all of its deployed on-road units (Rescue ambulance) on *'as-is-where-is-basis'.* However if the termination of contract by the contractor is before the completion of project duration Bank Guarantee submitted as Performance Security shall be forfeited by NHAI. Further, any damage to the pavement/ shoulder/ roadside condition arising as a result of removal of Ambulance Contractor equipment/ systems/ foundations etc. shall be rectified by the Ambulance Contractor at its own cost.

3.4. Deleted

3.5. Rescue Ambulance :

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 shifts as permitted by the applicable central/state government Labour Laws and other guidelines issued by the central/state government
- 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 staff should make sure that the vehicle and all the equipments are in compliance with the specifications given in Appendix – 1 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 Command Centre/1033 call centre and HSV 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 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 requirements. The detailed vehicular, equipment and manpower requirements and specifications are given in Appendix - 1

3.6. Integration with Computer aided dispatch system/ GIS based emergency response system of NHAI:

NHAI is developing a Computer aided dispatch system/ GIS based emergency

response system, with which the Ambulance 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 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 except for any emergent situation duly certificated by the NHAI Project Director under whose jurisdiction the Ambulance has been deployed. Ambulance 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 NHAI and/or NHAI's 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 Clause8.2.5of TOR herein below to be provided to NHAI and / or NHAI's representative for approval

On-road units Acceptance Tests: NHAI and/or NHAI's representative will inspect the on-road units, the equipment's 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 NHAI and / or NHAI's representative.

Integration with Computer aided dispatch system/ GIS based emergency response system of NHAI: All the ambulances deployed by the Ambulance Contractor shall be integrated with the IT Solution of NHAI for intimation about the incidents, monitoring and generation of SLA reports.

3.7.1. **Cure Period**: The Ambulance Contractor shall inform to NHAI in writing, when they are ready to commission of 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 NHAI / 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 Ambulance Contractor shall design a detailed SOP Manual listing all the steps that need to be undertaken by the personnel in the 1033 Command Centre and the on-road units for all incident types and sub-types. The SOP Manual needs to be submitted to NHAI 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 Emergency 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 no. integrated with the helpline number of NHAI
- Highway Surveillance Vehicle detects the incident during its patrol
- Call from police or other emergency service providers / personnel
- Notification through sukhadyatra app or any other purpose designed

Operators in the 1033 Command Centre accordingly note down on the system the details of the incident

Step 3: Incident is verified at 1033 Command Centre:

- Highway Surveillance 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 Command Centre dispatches appropriate response based on incident type and incident details gathered:

- Nearest Highway Surveillance 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

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

Step 6: Roadway is cleared

- Highway Surveillance Vehicle updates 1033 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 command centre
- Highway Surveillance Vehicle updates command centre and leaves the scene to resume patrolling of the highway
- 1033 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 Ambulance Contractor receives a medical emergency call where the incident location is outside the Service Area as decided by the Authority, the Ambulance Contractor should attend to the incident if the Ambulance Contractor's rescue ambulance is the nearest ambulance or it can reach the incident location in 15 minutes. If not the Ambulance 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 which is the best course of action for the patient.

The Ambulance Contractor will not be held responsible for response time performance on a response outside the Service Area. However, the Ambulance Contractor shall use their best efforts in responding to calls outside the Service Area. It shall be understood that the Ambulance 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 Highway Surveillance Vehicles. The response is also restricted only to emergency medical aid and does not include normal patient transport.

If the Ambulance 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 Ambulance 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) / concerned agencies etc. on need basis to jointly discuss / finalize / brief the desired system / operational / functional requirement for achieving the desired results

6. **Ambulance Contractor's responsibility/obligation:** The Ambulance Contractor agrees and undertakes to fulfill the minimum service requirements/obligations as prescribed under Clause7of TOR. Broadly, these shall include inter-alia:
   6.1. Covering the entire Service Area as prescribed under Clause3.1of TOR and shall also respond to medical emergency calls outside the Service Area with the protocol prescribed in Clause4of TOR
   6.2. The Ambulance 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 Zone-1** to meet the Service Level Requirement(SLR) prescribed under Clause7of TOR

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

6.7. The Ambulance 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. Ambulance 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 NHAI

6.10. Ambulance 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 travelers and or any other incident requiring police intervention. NHAI will not be held responsible for the actions of personnel deployed by the Ambulance 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 Agreement at its own risk and shall not shift any risk or responsibility on NHAI 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 Ambulance Contractor shall monitor and maintain the stated service levels to provide quality service to NHAI and motorists for all years 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 system/ GIS based emergency response system shall be monitored by the ROs and NHAI HQ while the performance of the on road units shall be monitored by the PDs. The Ambulance Contractor is expected to provide the service levels as per TOR. In case these service levels cannot be achieved at service levels defined in

Clause7.12of TOR, it shall result in a breach of contract and invoke the penalty as described in Clause 11of 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 Reviewing Committee, Nodal Officer and the concerned officer at the RO& HQ.

7.4. Payments to the Ambulance Contractor are linked to the compliance with the SLA metrics laid down in the tables 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. NHAI and the Ambulance Contractor and with a minimum thirty(30) days' notice.

7.7. It may be noted that the Ambulance Contractor has to provision for the required tools to measure the SLA parameters. NHAI reserve the right to appoint Third Party for the audits. Audits will normally be done on regular basis or as required by NHAI and will be performed by NHAI or NHAI appointed third party agencies. Ambulance 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 Ambulance 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 RFP. The system should generate the SLA Monitoring report in the end of every month which is to be shared with NHAI on a monthly basis. The system should also be capable of generating SLA reports for a Quarter, Half-yearly and Annual basis. NHAI 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); then NHAI shall issue a warning notice. Thereafter, if it is observed that the overall penalty in three consecutive monthsis 20% or above(i.e. the service point score is less than 80), the NHAI shall have the right to encash the Warranty/ Guarantee or terminate the contract or both

7.12.

A. Definitions

(i) Incident Detection: The Ambulance 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 is defined as the interval, in exact minutes and integer seconds, between the Incident Detection time and On Scene time.

(iv) Ambulance 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).Those responses will not be counted in the number of total calls used to determine response time compliance under this Contract.

(v) If the Ambulance Contractor disputes NHAI's response time calculation, or the imposition of any other penalties, the Ambulance Contractor may appeal to the Member in-charge of Highway Operations in NHAI 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 Member in-charge of Highway Operations 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 & 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 20 kms from the station/post the ambulance response time should be less than 15 minutes and for incidents beyond 20 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% = 30 points
- 99-98%= 20 points
- <98%= 0 points

(iii) **Non-attending any dispatch call/msg 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 Ambulance Contractor and the Authority may proceed to terminate the contract agreement on this account considering it as a major default on the part of the contractor. A relaxation of non-attendance to only two calls per month may be allowed on technical grounds.

7.13. Penalties for non-compliance of SLAs :

The performance of the Ambulance Contractor will be evaluated monthly by adding the points accumulated for Ambulance Response Time of less than 15 mins/36 mins and IT System uptime and by recording the no. of calls not attended by the contractor. The Ambulance Contractor will be scored on a scale of 1 to 100 for Ambulance Response Time of less than 15 mins/ 36 Minutes 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 Reviewing Committee, Nodal Officer and the concerned officer at the RO. These SLA requirements shall be strictly imposed. The concerned officer at the RO along with the GM of Highway Operations in-charge of incident management contracting and the Nodal Officer will be responsible for reviewing the performance of the Ambulance Contractor against the SLAs. A payment disincentive has been designed basis the following criteria which will be applicable against the total points accumulated. If the total points accumulated by the Ambulance Contractor in a month are between:

- 90 to 100 points 100% of payable will be paid
- 85 to 89 points 95% of payable will be paid

- 80 to 84 points 90% of payable will be paid
- Less than 80 points 80% of payable will be paid

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

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

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

or

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

or

Ambulance 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 20 for three consecutive months)

If the penalty applicable for three consecutive months during the Contract is 20% or above (i.e. less than 80 points for 3 consecutive months); then Employer shall issue a warning notice to the Contractor. Once a warning notice has been issued, if it is observed that the penalty in a further three consecutive months in any period thereafter is 20% or above(i.e. less than 80 points for 3 consecutive months), the Employer shall have the right to encash the guarantee or terminate the contract or both

8. **Implementation Schedule:** Following is the implementation schedule to be followed by the Ambulance contractor. Any delays in adhering to the below schedule shall result in penalties described in Clause11.2of TOR

Scope of Work	**Submission Schedule**
Detailed project schedule	M0+01
On-road units deployment plan	
Rescue Ambulance procurement plan	
Rescue Ambulance integration plan with Computer aided dispatch system/ GIS based emergency response system of NHAI	

Scope of Work	Submission Schedule
Manpower deployment plan	
On-road units training plan	M0+02
Computer aided dispatch system/ GIS based emergency response system training plan	
Progress report on overall project schedule and deployment plans / procurement plans submitted in M0+01	
Standard Operating Procedures	
Computer aided dispatch system/ GIS based emergency response system integration completion report	M0+03
Submission of CVs and qualification of all personnel to be deployed in On-road units	
Site Acceptance Test (SAT) report	
Factory Acceptance Test (FAT) 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	M0+04

NHAI and/or its authorized representatives will carry out audits and reviews in Month 1, 2 and 3 to ensure that the integration of Ambulances and procurement of on-road units are as per the specifications. The Ambulance Contractor is required to display a fully equipped sample of a Rescue Ambulance, along before placing the order for rollout of on-road units, to ensure they conform to the specifications, and to ensure that there is no unnecessary delay at a later stage.

The following are the reports to be submitted by the Ambulance contractor in the O&M stage. Any delays in adhering to the below schedule can result in penalties described in Clause11.2 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

- Ambulance 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 NHAI 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,
- Should contain the location of Rescue Ambulancein latitude/ longitude and in chainage terms
- Should also contain the area to be covered by each Highway Surveillance Vehicle in kilometers along with the details of the starting and ending latitude and longitude which each highway surveillance 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. Rescue Ambulance procurement plan

- Should have rescue ambulance procurement strategy including method of procurement (i.e. buy, lease, or a combination thereof)
- Should have number of rescue ambulances under each procurement method
- Should have number of rescue ambulances under '2 patient capacity' model
- Should have information about type, make, model and specifications of vehicles to be procured

- Should have details of any additional equipment the Ambulance 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 (Rescue Ambulances) 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 specification 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 NHAI

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 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 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 NHAI or NHAIs 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
- HSV personnel
- Rescue Ambulance personnel

- The Manual shall be in made in such a fashion that all users of the system are able can 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 NHAI 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 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 tests 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 NHAI or NHAI representative will be present along with representatives from Ambulance Contractor
- NHAI must receive the SAT test cases one week before the SAT test is scheduled

8.8. Computer aided dispatch system/ GIS based emergency response system commissioning certificate

- On successful completion of tests, NHAI 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

- After every wave, 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
- NHAI 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 Term of this Contract

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 throughout the Term of this Contract.
- The Contractor shall develop a staffing report for all the new staff hired in On-road units and 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 NHAI 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 equipments 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 equipments 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 NHAI'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 NHAI support services in relation to the Services;

9. Governance and Review

The Ambulance Contractor and NHAI shall establish a Program Management and Governance Committee consisting of representatives of NHAI and the Ambulance 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 PD and quarterly by RO/NHAI HQ
2. Continuous Improvement Plan Review will be conducted half-yearly
3. Innovation Plan Review will be conducted annually

9.1. Performance Review

The Ambulance 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:

- NHAI HQ shall monitor the overall performance of the Ambulance Contractor at a quarterly basis
- RO shall monitor the performance of the Ambulance Contractor at a monthly basis
- PDs shall inspect the on ground units (Rescue Ambulances, Highway Surveillance Vehicles,Tow-away Cranes) at a monthly basis

9.2. Continuous Improvement Plan Review

The Ambulance Contractor shall provide an half-yearly continuous improvement plan or as requested by NHAI

The Continuous Improvement Plan review involves:

- Innovations in delivery of services performed by the Ambulance 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 Ambulance Contractor shall develop an Innovation Plan on annual basis or upon NHAI request to detail how the Ambulance Contractor shall research and develop innovative technologies, including:

- Identification and raising NHAI'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 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 :

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

Scope of Work	**Submission Schedule**
Detailed project schedule	M0+01
On-road units deployment plan	
Rescue Ambulance procurement plan	
Rescue Ambulance integration plan with Computer aided dispatch system/ GIS based emergency response system of NHAI	
Manpower deployment plan	
On-road units and manpower training plan	M0+02
Computer aided dispatch system/ GIS based emergency response system training plan	
Progress report on overall project schedule and deployment plans / procurement plans submitted in M0+01	
Standard Operating Procedures	
Computer aided dispatch system/ GIS based emergency response system integration completion report	M0+03
Submission of CVs and qualification of all personnel to be deployed in On-road units	
Site Acceptance Test (SAT) report	
Factory Acceptance Test (FAT) report	
Training completion report	
Mapping of important locations for entire deployment	
Phonebook/directory of all personnel/bodies involved in Incident Management	

Scope of Work	Submission Schedule
Commissioning certificate for Rollout of on-road units covering 100% of Service Area	M0+04
Note: "M 0" shall be taken as date of singing of agreement.	

Operation and Maintenance Phase: Payments to the Ambulance Contractor shall be made monthly retrospectively against services rendered on the project stretch during the operation and maintenance phase only and in accordance with the Service Level Requirement (SLR) mentioned in Clause7of TOR. The SLA reports will be assessed on a monthly basis and any penalty will be accordingly be deducted from the monthly payout. The five years of the operation & maintenance contract shall start as soon as the implementation phase has been completed by the ambulance contractor.

Mobilization Advance: After successful submission and approval of the Inception Report on Procurement plan and team mobilization, the ambulance contractor shall become eligible for taking an interest-bearing mobilisation advance payment @ "Bank Rate + 3%", equal to 5 % (five percent) of the Contract Price,exclusively for mobilization expenses from the Authority. The Contractor may apply to the Authority for the Mobilisation Advance Payment at any time after the approval of the inception report, along with an irrevocable and unconditional guarantee from a Bank for an amount equivalent to 110% (one hundred and ten per cent) of such advance, which shall remain effective till the complete and full repayment thereof.

The payment shall be processed on monthly basis after Submission of SLA compliance report by Ambulance Contractor (system generated) and its inspection and approval by NHAI and/or NHAI 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 additional running of the vehicles. Further, deductions shall be made as the SLA requirement in the RFP. In addition to above, there shall be some amount kept as retention money on payment of every bill.

10.2. Retention Money:

From every payment for Works due to the Contractor in accordance with the provisions of Clause 10, the Authority shall deduct 1 % (one per cent) thereof as guarantee money for performance of the obligations of the Contractor during the Operation and Maintenance Phase

(the "Retention Money") subject to the condition that the maximum amount of Retention Money shall not exceed 1% (one per cent) of the Contract Price.
Upon occurrence of a Contractor's Default, the Authority 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.
The Contractor may, upon furnishing an irrevocable and unconditional bank guarantee substantially in the form, require the Authority to refund the Retention Money deducted by the Authority under the provisions of Clause 10.4 Provided that the refund hereunder shall be made in tranches of not less than 1% (one per cent) of the Contract Price.

Within 15 (fifteen) days of the date of issue of the Completion Certificate, the Authority shall discharge the bank guarantees furnished by the Contractor under the provisions of Clause 10.4 and refund the balance of Retention Money remaining with the Authority after adjusting the amounts appropriated under the provisions of Clause 10 and the amounts refunded under the provisions of Clause 10.

The Parties agree that in the event of Termination of this Agreement, the Retention Money and the bank guarantees specified in this Clause 10 shall be treated as if they are Performance Security and shall be reckoned as such for the purposes of Termination Payment.

11. Penalties

11.1. **Penalties for delay in setting up the system:** Failure by the Ambulance 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 penalties for delays prescribed under liquidated damages in the Contract Agreement. The Penalty will be applied at the rate 0.5% of the annual contract value per week of delay in meeting the milestones and timelines as given in Clause 10 of TOR upto a maximum of 5% of the Contract value.

11.2. **Penalties for delay in submission of reports** : In case of delay in submission of reports as per timelines given in **Clause**oof TOR, a penalty equal to 0.05% of the annual contract price per day subject to a maximum 5% of the contract value will be imposed

11.3. **Penalties for non-compliance of SLAs is stated in** Clause7.13of TOR

11.4. Once the liquidated damages reach maximum limit, NHAI may consider termination of the contract and forfeiture of the performance bank guarantee. NHAI also reserves the right to debar the Ambulance Contractor from further participation in NHAI's subsequent tenders due to its non-performance for a period decided by it

11.5. Upon termination of the Agreement due to service defaults, NHAI may choose to allocate the said site to any other Ambulance Contractor, at its sole discretion and at the risk and cost of the defaulting Ambulance Contractor

11.6. In case of delay due to reasons beyond the control of the Ambulance Contractor, upon such request from the Ambulance Contractor, NHAI may, in its sole discretion, consider suitable extension of time without imposing any liquidated damages upon the Ambulance Contractor

Section – VI
General Conditions of Contract

Section – VI – General Conditions of Contract

A. CONTRACT AND INTERPRETATION

1. Definitions

1.1

In this Contract, the following terms shall be interpreted as indicated below:

"Adjudication" means settlement of any dispute between the Employer and the Contractor referred to him or her by the parties, pursuant to GCC Clause 6 (Adjudication).

"Applicable Laws" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including any revisions, amendments or re-enactments including without limitation rules, regulations and notifications made there under and judgments, decrees, injunctions, writs, orders and notifications issued by any court of record or any appropriate authorities, as may be in force and effect during the subsistence of the Contract.

"Bidding Documents" refer to the collection of documents issued by the Employer to instruct and inform potential Contractors of the processes for bidding, selection of the winning bid, and Contract formation, as well as the contractual conditions governing the relationship between the Employer and the Contractor. The General and Special Conditions of Contract, the Terms of Reference ("TOR"), and all other documents included in the Bidding Documents reflect the Procurement Guidelines that the Employer is obligated to follow during procurement and administration of this Contract.

"Change" means any change to Conditions of Contract, which is instructed or approved as a Change under Clause 39.

"1033 Command Centre" means the control centre set up by NHAI through IHMCL for coordination and monitoring of all on-road units with respect to operations related to Incident Management and safety on the National Highways including coordination with other agencies like the police and fire department, as and when needed, to manage an Incident.

"Commissioning" means operation of the Traffic Incident Emergency Management System or any Subsystem by the Contractor following installation, which operation is to be carried out by the Contractor as provided in GCC Clause 27.1 (Commissioning), for the purpose of carrying out Tests.

"Commissioning Certificate" shall mean the certificate issued by Employer on successful completion of tests.

"Contract" means the contract entered into between the Employer and the Contractor, together with the Contract Documents referred to therein. The Contract and the Contract Documents shall constitute the Contract, and the term "the Contract" shall in all such documents be construed accordingly.

"Contract Documents" mean the documents specified in Clause2.1 of the Contract (including any amendments to these Documents).

"Contractor" includes (without limitation to) any company, firm, joint venture, consortium or Special Purpose Vehicle (SPV)with whom NHAI has entered into a Contract for provision of the Services and the permitted legal successors in title to the Contractor, but not any assignee of the Contractor.

"Contractor's Country" is the country in which the Contractor is legally organized, as named in the Contract.

"Contractor's Equipment" means all Vehicles, Equipment, Information Technologies, tools, apparatus of every kind required in or for installation, completion, operation and maintenance of Traffic Incident Emergency Management System that are to be provided by the Contractor.

"Contract Period" is the period during which this Contract governs the relations and obligations of the Employer and Contractor in relation to the Project, as specified in the SCC.

"Contract Price" means the price or prices defined in Clause 13 (Contract Price and Terms of Payment) of the Contract.

"Contractor's Representative" means any person nominated by the Contractor and named as such in the Contract or otherwise approved by the Employer in the manner provided in GCC Clause 18.2 (Contractor's Representative) to perform the duties delegated by the Contractor.

"Coverage Period"means the Days of the Week and the hours of those Days during which maintenance, operational, and/or technical support services (if any) must be available.

"Cure Period" means the period of 30 (thirty) days after the defect is notified to the Contractor and period of 14(Fourteen) days after submission of SLA and other reports, in which any rectification of defects as mentioned by NHAI and/or its representative under the Contract are to be carried out by the Contractor.

"Day" means calendar day of the Gregorian Calendar.

"Delivery" means the transfer of the Goods and Services from the Contractor to the Employer in accordance with the current edition Incoterms specified in the Contract.

"Effective Date" shall mean the date of Letter of Acceptance (LOA) when the Contract will come into effect.

"Employer" means NHAI, the entity availing the Services from the Contractor, as specified in the SCC.

"Employer's Country"shall mean Republic of India.

"Encumbrance" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project and/or the works, physical encumbrances and encroachments on the Posts.

"Equipment" means any apparatus procured/to be procured for the implementation of the Project which may either be manufactured, procured indigenously or may be procured from abroad.

"GCC"means the General Conditions of the Contract.

"Goods" means all equipment, machinery, furnishings, Materials, and other tangible items that the Contractor is required to supply and/or install under the Contract, including, without limitation, the Information Technologies and Materials, but excluding the Contractor's Equipment.

"Implementation Phase" shall mean the period of maximum of 4 months starting from the Effective Date during which the Contractor shall procure and make available the Vehicles, Equipment, Goods and Materials and also integrate with the **Computer aided dispatch system/ GIS based emergency response system** as per the Implementation Plan.

"Implementation Plan" means the document to be developed by the Contractor and approved by the Employer, pursuant to GCC Clause 19, based on the requirements of the Contract.

"Implementation Schedule" means the Implementation Schedule as mentioned in the Terms of Reference (TOR).

"Information Technologies" mean all information processing and communications-related hardware, Software, supplies, and consumable items that the Contractor is required to supply and install under the Contract for integration with the **Computer aided dispatch system/ GIS based emergency response system of NHAI** and/or at the Posts, Vehicles etc.

"Intellectual Property Rights" mean copyrights, all rights conferred under statute, common law or equity in relation to inventions (including patents), registered and unregistered trademarks and service marks, registered and unregistered designs, circuit layouts, confidential information, proprietary information and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

"Integration" means the readiness of the Computer aided dispatch system/ GIS based emergency response system to be used for the all the on-road units (ambulances, cranes, Patrol vehicles) of NHAI at 1033 command centre level as specified in the Contract.

"Installation" means the readiness for Commissioning of the, Posts, Vehicles, Equipment, Information Technology or a Subsystem as specified in the Contract as provided in GCC Clause 26 (Installation).

"Liquidated Damages" mean those damages described in GCC Clauses 9.3.2 and 28.3 to be paid or allowed by the Contractor to the Employer or its authorised representative as compensation.

"Maintenance Spare Parts" mean the maintenance spare parts for the Vehicles and Equipment and includes the critical, replacement and breakdown spare parts.

"Materials" mean all documentation in printed or printable form and all instructional and informational aides in any form (including audio, video, and text) and on any medium, provided to the Employer under the Contract.

"Milestone Event" means the completion of a specific activity to be achieved, which reflects progress in the execution of the Project or the occurrence of an event in each case as identified as such in the Payment Schedule.

"Month" means calendar month of the Gregorian Calendar.

"Nodal Officer" means the person named as such in the SCC or otherwise appointed by the Employer in the manner provided in GCC Clause 18.1 (Nodal Officer) to perform the duties delegated by the Employer.

"O&M Phase" shall mean the Operations and Maintenance Phase of 5 years after the Implementation Phase during which the Contractor shall perform the Services as per the terms of this Contract.

"Parties" mean National Highways Authority of India ("NHAI") or its authorised representative and the Contractor and "Party" means any one of those Parties.

"Performance Security" means the security to be procured in accordance with Clause 14 of GCC.

"Performance Standards" mean such performance standards for design, implementation, operation and maintenance of theTraffic Incident Emergency ManagementSystem as may be applicable pursuant to the Contract.

"Posts" shall mean the pieces/areas of land required for parking, keeping and maintaining the Vehicles and Equipment and other Goods required for the Project within the Service Area.

"Pre-commissioning" means the testing, checking of Computer aided dispatch system/ GIS based emergency response system that are to be carried out by the Contractor in preparation for Commissioning of the Ambulances as provided in GCC Clause 27.

"Project" shall mean and include the **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**.

"Project Site" shall mean and include the entire network of National Highways under jurisdiction of NHAI in Zone-1.

"SCC" mean the Special Conditions of Contract.

"Service Area" shall mean and include the area of the Project Site where the Contractor has to provide Services as mandated/required under the Project.

"Services" means **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**, and any other Services to be provided by the Contractor under the Contract to supply, install, customize, integrate, and to operate the Project. Such Services may include, but are not restricted to, activity management and quality assurance, design, development, customization, documentation, transportation, insurance, inspection, site preparation, installation, integration, training, data migration, maintenance and technical support.

"SLAs" mean the Service Level Agreements which shall be the basis of evaluation of performance and payment to the Contractor.

"Subcontractor" means any person/entity as approved by the Employer to whom any of the obligations of the Contractor, is subcontracted directly or indirectly by the Contractor.

"Terms of Reference"/ "TOR" mean the Terms of Reference section of the Bidding Documents.

"Tax" means all forms of taxation, duties, fees, imposts and levies including (but without limitation) income tax including GST, withholding tax, value added tax, sales tax, service tax, octroi, entry tax, corporation profits tax, advance corporation tax, capital gains tax, residential and property tax, customs and other import and export duties, excise duties, stamp duty, capital duty, social insurance, social welfare or other similar contributions and other amounts corresponding thereto and any interest, surcharge, penalty or fine in connection therewith which may be payable by the Contractor, its Subcontractors and any of their employees or NHAI (as the case may be and as set out hereunder), and the words "Taxation" and "Taxes" shall be construed accordingly.

"Termination Date" means the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.

"Tests" shall mean and include tests and inspections like Factory Acceptance Test, Site Acceptance Test, and System Integration Test required to be performed by the Employer as referred to in Clause 3.10 of TOR.

"Traffic Incident" means and includes all kinds of events where emergency assistance is required by the User including vehicle breakdowns, motor vehicle collisions occurring when a vehicle collides with another vehicle, pedestrian, animal, road debris, or other stationary obstruction, such as a tree or pole resulting in injury, death and property damage.

"Time for Completion" means the time for completion of the works as stated in TOR in the RFP in Clause no. 10.1 or such time as may be varied from time to time in accordance with the Contract.

"Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1" shall mean providing, running & maintaining rescue ambulances integrated with the Computer aided dispatch system/ GIS based emergency response system of NHAI and posts required for the entire network of National Highways under jurisdiction of NHAI.

"User" shall mean any natural person using the National Highway being part of the Service Area.

"Vehicles" shall mean the vehicles to be provided by the Contractor under this Contract, namely Rescue ambulance.

"Week" means seven (7) consecutive Days, beginning the day of the week as is customary in the Employer's Country.

"Year" means twelve (12) consecutive Months.

"Zone-1" means the National Highways in the states as per Appendix-2

2. Contract Documents

2.1. The following documents (and all parts of these documents) shall be forming part of the Contract Documents

a. Contract along with all annexures and schedules thereto

b. Special Conditions of Contract

c. General Conditions of Contract

d. Terms of Reference and the appendices

e. Notice Inviting Tender

f. Letter of Award issued by Employer

g. Letter of Acceptance submitted by Contractor

h. Financial Bid of the Contractor

i. Technical Bid and/or any subsequent correspondence of the Contractor/Employer

j. RFP and subsequent amendment / addendum, if any

All documents forming part of the Contract (and all parts of these documents) are intended to be correlative, complementary, and mutually explanatory. The Contract shall be read as a whole.

3. Interpretation

3.1. Governing Language

3.1.1. All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English language.

3.1.2. If any of the Contract Documents or related correspondence are prepared in a language other than the governing language under GCC Clause 3.1.1 above, the translation of such documents into the governing language shall prevail in matters of interpretation. The originating party, with respect to such documents shall bear the costs and risks of such translation.

3.1.3. The term Contract and Agreement shall be used interchangeably and shall have the meaning as defined in Clause 1.1.

3.2. Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

3.3. Headings

The headings and marginal notes in the GCC are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

3.4. Persons

Words importing persons or parties shall include firms, corporations and government entities.

3.5. Entire Contract

This Contract and the Schedules together constitute a complete and exhaustive statement of the terms of the contract between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Contract are abrogated and withdrawn.

3.6. Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each Party to the Contract.

3.7. Independent Contractor

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture, or other joint relationship between the Parties to the Contract.

Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives, or Subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Employer, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives, or Subcontractors and the Employer.

3.8. Joint Venture/Consortium

(a) If the Contractor is a Joint Venture/Consortium of firms/corporations, all such firms/corporations shall be jointly and severally bound to the Employer for fulfilment of the provisions of the Contract and shall designate one of such firms/corporation to act as a lead member which should have majority stake in the JV/Consortium with authority to bind the Joint Venture/Consortium.

(b) However, the constitution of Joint Venture/Consortium can be changed, except the lead member and subject to prior consent of the Employer. The lead member shall provide 30 (thirty) days prior notice to the Employer in case a change in constitution is desired.

(c) The exit of any member of Joint Venture/Consortium, except the lead member shall only be allowed after the lead member is able to provide a suitable partner as a replacement, having equivalent or better score than the exiting member as per the evaluation criteria.

(d) Further, the Services should not be in any manner affected due to the change in constitution.

(e) In case of failure of the lead member to comply with the requirements of Clause 3.8, the Employer shall have the option to terminate the Contract.

3.9. Waiver

Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Contract:-

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Contract;

(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and

(c) shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Contract or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

3.10. Waiver of immunity

Each Party unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Contract constitute commercial acts done and performed for commercial purpose;

(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Contract or any transaction contemplated by this Contract, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;

(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

(d) consents generally in respect of the enforcement of any judgement or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property

or revenues whatsoever irrespective of their use or intended use of any order or judgement that may be made or given in connection therewith).

3.11. Severability

If for any reason whatsoever any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other authority to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Contract or otherwise.

3.12. Country of Origin

"Origin" means the place where the Vehicles, Equipment, Information Technologies, Materials, and other Goods for the Traffic Incident Emergency Management System were produced or from where the Services are supplied. Goods are produced when, through manufacturing, processing, software development, or substantial and major assembly or integration of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The Origin of Goods and Services is distinct from the nationality of the Contractor and may be different.

4. Dispute Resolution, Mediation, Conciliation and Arbitration

The procedures and rules mentioned in Appendix-3 shall be followed

5. Continued Performance

6.1 This Contract and the rights and obligations of the Parties shall remain in full force and effect, pending any proceedings hereunder. Further, the Parties unconditionally acknowledge and agree that notwithstanding any Dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Clause.

For avoidance of doubt, it is hereby clarified that all the terms and conditions of this Contract shall apply, mutatis mutandis, during the continuance of an event requiring Continued Performance including but not limited to the obligation of the Contractor to comply with the terms of this Clause and the existing Project Milestones. Any failure of the Contractor to achieve the same would result in Damages being payable by the Contractor for such delay as provided under Clause 11 of TOR.

6.2 In the event that the Contractor fails to proceed with the works in accordance with the Implementation Schedule or stops works for 28 (twenty eight) days in the Implementation Phase and such stoppage has not been authorised by the Nodal Officer or fails to provide 24*7 continuous service in the O&M phase or fails to comply with its obligation related to Continued Performance under this Clause, the Employer may in its sole discretion, after giving notice to the Contractor and considering its reply thereto, which the Contractor shall be obliged to provide within a period of 15 days from the receipt of such notice from the Employer, award any such works to any third party at the sole risk and cost of the Contractor subject to the award of such works being consistent with the Specifications and Standards, and the Drawings as provided in the TOR, etc. In such a case, the cost incurred by the Employer as payment made to such third party shall be reimbursable by the Contractor to the Employer within 30 days upon demand made by the Employer in this regard. Failure by the Contractor to repay such amounts shall entitle the Employer to, without prejudice to its other rights and remedies hereunder or in law, including Termination, encash and appropriate the relevant amounts from the Performance Security.

6.3 Notwithstanding anything to the contrary contained under this Clause, the obligation of the Parties relating to Continued Performance shall not apply to instances where; (i) discontinuation of any performance of an obligation of either Party is due to enforcement of an Applicable Law, except in cases where that Party is in default of any Applicable Law; or (ii) discontinuation of works by the Contractor is due to unavailability of clearances for the Project required to be procured by the Employer; or (iii) or the Employer fails to make payments to the Contractor as per Clause 13 of GCC

6. Notices

7.1. Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing and shall be sent, pursuant to GCC Clause 7.3 below, by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile, electronic mail, or Electronic Data Interchange (EDI), with the following provisions:

7.1.1. Any notice sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.

7.1.2. Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered in ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped, and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

7.1.3. Any notice delivered personally or sent by cable, telegraph, telex, facsimile, electronic mail, or EDI shall be deemed to have been delivered on the date of its dispatch.

7.1.4. Either Party may change its postal, cable, telex, facsimile, electronic mail, or EDI addresses for receipt of such notices by ten (10) days' notice to the other Party in writing.

7.2. Notices shall be deemed to include any approvals, consents, instructions, orders, certificates, information and other communication to be given under the Contract.

7.3. The address of the Nodal Officer, the Employer, the Contractor and the Contractor's Representative are as specified in SCC.

7. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of India.

B. SUBJECT MATTER OF CONTRACT

9.1. Scope of the Contract

9.1.1. Unless otherwise expressly limited in the SCC or TOR, the Contractor's obligations cover the provision of Vehicles, Equipment, Information Technology, Materials and other Goods as well as the performance of all Services required for the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 (including procurement, quality assurance, assembly, associated site preparation, Pre-commissioning, Installation, Testing, and Commissioning), in accordance with the plans, procedures, specifications, drawings, codes, and any other documents specified in the Contract and the Implementation Plan.

9.1.2. The Contractor's obligations (if any) to provide Goods and Services as implied such as consumables, spare parts, and technical services (e.g., operations and maintenance, technical assistance, and operational support), are as specified in the SCC, including the relevant terms, characteristics, and timings.

9.1.3. During the Implementation Phase the Contractor shallprocure and make available the Vehicles, Equipment, Goods and Materials and also integrate with Computer aided dispatch system/ GIS based emergency response system of NHAI.

9.1.4. During the O&M phase, the Contractor's obligations is to provide all the Services stated in the Terms of Reference including provision of emergency medical care through rescue ambulance serviceson a continuous basis 24 hours a day, 7 days a week and 365 days a year.

9.2. Services to be provided outside the Service Area

The Contractor's obligations to provide the Services will stretch outside the Service Area in case of an Accident in the proximity. Notwithstanding anything to the contrary in this Contract, the Contractor will be obliged to provide its Services if the response time after

receiving the emergency call outside of the Service Area is 15 minutes or lesser or if it has the rescue ambulance nearest to the Incident site. However, such Services provided outside the Service Area shall not be considered for the purpose of SLAs.

9.3. Evaluation

9.3.1. During the Implementation Phase, the Contractor will be evaluated on the basis of reports submitted as per Clause 8 of TOR. The reports should be submitted on time, be accurate and comprehensive covering all the details as mentioned in the TOR

9.3.2. During the O&M Phase, Contractor's performance shall be evaluated by the Employer based on reports generated automatically without human intervention and submitted to the Employer for various Service Level Agreements ("SLAs") as specified in SCC and/or TOR section of RFP.

9.3.3. The Contractor shall pay to the Employer liquidated damages at the rate specified in the SCC as a percentage of the Contract Price, or the relevant part of the Contract Price if there is a delay in generation and submission of such reports or if he fails to meet the project milestones or if he does not meet the SLA requirements. The aggregate amount of such liquidated damages shall in no event exceed the amount specified in the SCC ("the Maximum"). Once the Maximum is reached, the Employer may consider termination of the Contract, pursuant to GCC Clause 41.1.

10. Time for Commencement and Operational Acceptance

10.1. The Contractor shall commence work on Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 within the period specified in the SCC, and without prejudice to GCC Clause 28.2, the Contractor shall thereafter proceed with the work in accordance with the time schedule specified in the Implementation Schedule in the RFP Section and any refinements made in the Implementation Schedule.

10.2. The Contractor shall achieve Completion of the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1within the time specified in the SCC and in accordance with the time schedule specified in the Implementation Schedule in the TOR Section and any refinements made in the Implementation Schedule.

11. Contractor's Responsibilities

11.1. The Contractor shall conduct all activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of Ambulance Contractor and other related services, or in accordance with best industry practices. In particular, the Contractor shall provide the Vehicles and Equipment and also employ only those personnel who are skilled and experienced as provided in the SCC.

11.2. The Contractor shall state that it has entered into this Contract on its individual assessment of the Project and it recognizes that the information provided by the Employer is only indicative in nature. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.

11.3. The Contractor shall be responsible for timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually agreeable Implementation Plan (pursuant to GCC Clause 19.2) within the time schedule specified in the Implementation Schedule in the TOR Section. Failure to provide such resources, information, and decision making may constitute grounds for termination pursuant to GCC Clause 41.

11.4. The Contractor shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the Employer's Country that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Employer under GCC Clause 12 and that are necessary for the performance of the Contract.

11.5. The Contractor shall comply with all laws in force in the Employer's Country. The laws will include all national, provincial, municipal, or other laws that affect the performance of the Contract and are binding upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel, but without prejudice to GCC Clause 11.1. The Contractor shall not indemnify the Employer to the extent that such liability, damage, claims, fines, penalties, and expenses were caused or contributed to by a fault of the Employer.

11.6. The Contractor shall, in all dealings with its labour and the labour of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs, and all local laws and regulations pertaining to the employment of labour.

11.7. Any Vehicles or Equipment or other Goods and Services that will be incorporated in or be required for the **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**and other supplies shall have their Origin, as defined in GCC Clause 3.12.

11.8. The Contractor shall permit the Employer and/or persons appointed by the Employer to inspect the Contractor's offices and/or the accounts and records of the Contractor and its sub-contractors relating to the performance of the Contract including code reviews of the software implemented for Traffic Incident Emergency Management system and the software implemented for capturing and reporting of SLAs, and to have such accounts and records audited by auditors appointed by the Employer. Clause 25 provides, inter alia, that acts intended to materially impede the exercise of the Employer's inspection and audit rights provided for under Clause 25.2 constitutea prohibited practice subject to Contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).

11.9. The Contractor shall ensure that the personnel engaged by it whether directly or indirectly render the Services under the Contract in a professional manner and in case of their violation of any applicable law including but not limited to Motor Vehicles Act, 1988, Motor Transport Workers Act, 1961, Contract Labour (Regulation and Abolition) Act, 1970, their misbehavior, drunk and driving, accident due to their fault, the Contractor shall be liable for any legal action or penalty which may be taken/imposed by the relevant government body/authority, as the case may be. The Employer shall not be liable for any such acts, violations done by the Contractor, its employees, its representatives, sub-contractors as appointed by it.

For sake of clarity, the term "misbehavior" shall include the following:

a) Being rude to the User or to the injured/ injured's family members;

b) Charging the User for the Services like rescue ambulance and are being carried out by it under the Scope of this Contract;

c) Rash and negligent driving

d) Not responding to user calls

e) Providing inadequate/incomplete response to an incident

f) Causing further injury to injured person(s) through improper handling, etc.

11.10. The Contractor will be keep proper records and also provide to the Employer the details of all the Vehicles to be used by the Contractor for carrying out the Services.

11.11. The Contractor shall be liable for providing training to all personnel like EMT/paramedic & drivers, operators, etc deployed by them. The Contractor shall designate appropriate staff/training institute for the training courses and shall make all appropriate logistical arrangements for such training as specified in the TOR, SCC, the Implementation Plan, or other parts of the Contract. The Employer shall have no responsibility for providing such training and it will only approve the training

material, schedule etc. A refresher course shall be arranged for all EMT/paramedics and for drivers/helpers annually for better execution of their duties.

11.12. The Contractor shall be responsible for safely storing and taking timely and regular backups of its data and Software in accordance with accepted data management principles, except where such responsibility is clearly assigned to the Employer elsewhere in the Contract.

11.13. The Contractor shall ensure that all the Vehicles, Equipment, hardware, Software etc. to be used under the Contract by the Contractor should be technologically compatible to be linked with the 1033 Command Centre, Central Command Center and/or other traffic management centers to be established in the future.

11.14. The Contractor shall paint the Vehicles to be used for the Services in a standard livery and in such a manner that name of the Employer i.e. NHAI be visible as promoter of the Services. The cost for such paint will be borne by the Contractor.

11.15. The Contractor shall comply with the provisions of all the applicable labour laws. The Contractor shall pay to labour employed by him either directly or through sub-contractors, wages not less than minimum wages as defined in the labour laws. The Contractor shall also comply with the provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employees Liability Act 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity benefits Act, 1961, and the Contract Labour (Regulation and Abolition) Act, 1970, The Building & Other Construction Workers (Regulation of Employment & Condition of Service) Act 1996 The Motor Transport Workers Act, 1961, or the modifications thereof or any other laws relating thereto and the rules made there-under from time to time.

The Contractor shall indemnify and keep indemnified the Employer against payments to be made under and for the observance of the Laws aforesaid and the labour laws without prejudice to its right to claim indemnity from its sub-contractors.

The laws aforesaid shall be deemed to be a part of this Contract and any breach thereof shall be deemed to be a breach of this Contract.

11.16. Other Contractor responsibilities, if any, are as stated in the SCC.

12. Employer's Responsibilities

12.1. The Employer shall provide the necessary information and/or data to the Contractor, except when otherwise expressly stated in the Contract.

12.2. If requested by the Contractor, the Employer may assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals, and/or licenses necessary

for the execution of the Contract from all local, state, or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Subcontractors or the personnel of the Contractor or Subcontractors, as the case may be, to obtain. For the purposes of this Clause, the Contractor shall be solely liable to procure such approvals and the Employer shall not be held liable for any failure to effect the said procurement.

12.3. In such cases where the responsibilities of specifying and acquiring or upgrading telecommunications and/or electric power services falls to the Contractor, as specified in the TOR, SCC, Implementation Plan, or other parts of the Contract, the Employer may assist the Contractor in obtaining such services.

12.4. The Employer shall be responsible for timely provision of toll free access to Vehicles (Rescue Ambulance, HSV) to be procured and deployed by the Contractor and information necessary for the Installation and Operational Acceptance of the **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1** (including, but not limited to, any required Vehicles, Equipment, telecommunications or electric power services), as identified in the Implementation Plan, except where provision of such items is explicitly identified in the Contract as being the responsibility of the Contractor. Delay by the Employer may result in an appropriate extension of the Time for Operational Acceptance, at the mutually agreed terms.

12.5. Unless otherwise specified in the Contract or agreed upon by the Employer and the Contractor, the Employer shall provide sufficient, properly qualified operating and technical personnel, as required by the Contractor to properly carry out the Tests for Pre-commissioning, Installation, Commissioning and Operational Acceptance, at or before the time specified in the Implementation Schedule in the TOR Section.

12.6. All costs and expenses involved in the performance of the obligations under this GCC Clause 12 shall be the responsibility of the Employer, save those to be incurred by the Contractor with respect to the performance of the Operational Acceptance Test(s), in accordance with GCC Clause 27.2.

12.7. In case of any complaint to the Employer by any User against the Contractor for violation of any applicable law including but not limited to Motor Vehicles Act, 1988, Contract Labour (Regulation and Abolition) Act, 1970 any misbehavior like drunk and driving, accident due to fault of any persons engaged by the Contractor whether subcontracted or otherwise, the Employer shall take any legal action or impose penalty or consider Termination in case of repeated instances, as deemed fit.

12.8. The Employer shall conduct the tests required for giving Operational Acceptance of the Project as defined in Clause 8.8 of RFP.

12.9. Other Employer responsibilities, if any, are as stated in the SCC.

C. TERMS OF PAYMENT

13. Contract Price

13.1. The Contract Price shall be as specified in Clause 20 (Contract Price and Terms of Payment) of the SCC.

13.2. The Contract Price shall be paid on achievement of the milestones as specified in the Implementation Phase (Clause 10 of Section V "TOR" of RFP) and on achievement of SLAs as provided in Clause 7 of Section V "TOR" of RFP and shall not be subject to any alteration, except in the event of a Change in the Scope of Project pursuant to GCC Clause 39 or to other Clauses in the Contract;

13.3. The Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

13.4. During the Implementation Phase, the Contractor shall not be paid anything but his performance shall be evaluated on the basis of the reports submitted by the Contractor regarding achievement of the milestones and obtaining Commissioning Certificate from the Employer as specified in the Implementation Schedule. Payments shall be made by the Employer within the timelines as specified in SCC.

13.5. During the O&M phase, request for payment shall be made by the Contractor to the Employer in writing, accompanied by the SLA reports and documents as specified in the SCC. Payments shall be made by the Employer within the timelines as specified in SCC. In the event that the Employer fails to make payment of any undisputed amount by its respective due date or within the period set forth in the SCC, the Employer shall pay to the Contractor interest on the amount of such delayed payment at the rate(s) specified in the SCC for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

13.6. All payments for Goods, Vehicles, Equipment and Services rendered by the Contractor, shall be made in the currency of the Employer's Country, unless otherwise specified in the SCC.

14. Securities

14.1. Issuance of Securities

The Contractor shall provide the securities specified below in favor of the Employer at the times and in the amount, manner, and form specified below.

14.2. Performance Security

14.2.1. The Contractor shall, within fifteen (15) days of the Letter of Award, unless otherwise extended by the Authority, provide a security for the due performance of the Contract in the amount and currency specified in the SCC.

14.2.2. The security shall be a bank guarantee in the form provided in the Sample Forms Section of the Bidding Documents, or it shall be in another form acceptable to the Employer.

14.2.3. The security shall automatically become null and void once all the obligations of the Contractor under the Contract have been fulfilled. The security shall be returned to the Contractor in the time and manner specified in SCC.

15. Taxes and Duties

15.1. For Vehicles, Equipment, other Goods and Services supplied whether from outside or within the Employer's country, the Contractor shall be entirely responsible for all taxes, duties like stamp duty and custom duty, license fees, and other such levies imposed outside or within the Employer's country.

15.2. If any tax exemptions, reductions, allowances, or privileges may be available to the Contractor in the Employer's Country, the Employer shall reasonably assist the Contractor to enable it to benefit from any such tax savings..

15.3. For Change in law:

(i) If as a result of Change in Law, the Contractor suffers any additional costs in the execution of the Works or in relation to the performance of its other obligations under this Agreement, the Contractor shall, within 15 (fifteen) days from the date it becomes reasonably aware of such addition in cost, notify the Authority with a copy to the Authority of such additional cost due to Change in Law.
(ii) If as a result of Change in Law, the Contractor benefits from any reduction in costs for the execution of this Agreement or in accordance with the provisions of this Agreement, either Party shall, within 15 (fifteen) days from the date it becomes reasonably aware of such reduction in cost, notify the other Party with a copy to each other of such reduction in cost due to Change in Law.

(iii) The Authority shall, within 15 (fifteen) days from the date of receipt of the notice from the Contractor or the Authority, determine any addition or reduction to the Contract Price, as the case may be, due to the Change in Law. "

"Change in Law" means the occurrence of any of the following after the Base Date:
(a) the enactment of any new Indian law;
(b) the repeal, modification or re-enactment of any existing Indian law;
(c) the commencement of any Indian law which has not come into effect until the Base Date; or

(d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Base Date.

D. INTELLECTUAL PROPERTY

9. Copyright

9.1. The Intellectual Property Rights in Software used at Vehicles, Posts, and Computer aided dispatch system/ GIS based emergency response system and Materials shall remain vested in the owner of such rights.

9.2. The Employer's contractual rights to use the Materials, Intellectual Property may not be assigned, licensed, or otherwise transferred voluntarily except in accordance with the relevant license agreement or as may be otherwise specified in the SCC.

9.3. The Contractor shall do and execute or arrange for the doing and execution of each necessary act or documentation that the Employer may consider necessary or desirable to perfect the right, title, and interest of the Employer in and to those rights.

10. Confidential Information

10.1. Except if otherwise specified in the SCC, the "Receiving Party" (either the Employer or the Contractor) shall keep confidential and shall not, without the written consent of the other Party to this Contract ("the Disclosing Party"), divulge to any third party any documents, data, or other information of a confidential nature ("Confidential Information") connected with this Contract, and furnished directly or indirectly by the Disclosing Party prior to or during performance, or following termination, of this Contract.

10.2. For the purposes of GCC Clause 17.1, the Contractor is also deemed to be the Receiving Party of Confidential Information generated by the Contractor itself in the course of the performance of its obligations under the Contract and relating to the business, finances, other contractors, employees, or other contacts of the Employer.

10.3. Notwithstanding GCC Clauses 17.1 and 17.2:

(a) the Contractor may furnish to its Subcontractor Confidential Information of the Employer to the extent reasonably required for the Subcontractor to perform its work under the Contract; and

(b) the Employer may furnish Confidential Information of the Contractor: (i) to its support service contractors and their subcontractors to the extent reasonably required for them to perform their work under their support

service contracts; and (ii) to its affiliates and subsidiaries, in which event the Receiving Party shall ensure that the person to whom it furnishes Confidential Information of the Disclosing Party is aware of and abides by the Receiving Party's obligations under this GCC Clause 16 as if that person were party to the Contract in place of the Receiving Party.

10.4. The Contractor shall not, without the Employer's prior written consent, use any Confidential Information received from the Employer for any purpose other than those that are required for the performance of the Contract.

10.5. The obligation of a Party under GCC Clauses 17.1 through 17.4 above, however, shall not apply to that information which:

(a) now or hereafter enters the public domain through no fault of the Receiving Party;

(b) can be proven to have been possessed by the Receiving Party at the time of disclosure and that was not previously obtained, directly or indirectly, from the Disclosing Party;

(c) otherwise lawfully becomes available to the Receiving Party from a third party that has no obligation of confidentiality;

(d) which are to be disclosed to such government departments/agencies and such other entities for the purpose of achieving the desired results under this Contract;

(e) which any of the Parties may be required to disclose pursuant to Court Orders/Judgements, Applicable Law or to any regulations or guidelines of or to its external auditors or financiers. The disclosure to be made in accordance with the Court Orders/Judgements shall be limited only to the extent required thereunder.

10.6. The above provisions of this GCC Clause 17 shall not in any way modify any undertaking of confidentiality given by either of the Parties to this Contract prior to the date of the Contract in respect of the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 or any part thereof.

10.7. The provisions of this GCC Clause 17 shall survive the termination, for whatever reason, of the Contract for three (3) years or such longer period as may be specified in the SCC.

E. SUPPLY, INSTALLATION, TESTING, COMMISSIONING, AND ACCEPTANCE OF THE Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1

11. Representatives

11.1. Nodal Officer

If the Nodal Officer is not named in the Contract, then within fourteen (14) days of the Effective Date, the Employer shall appoint and notify the Contractor in writing of the name of the Nodal Officer. The Employer may from time to time appoint some other person as the Nodal Officer in place of the person previously so appointed and shall give a notice of the name of such other person to the Contractor without delay. No such appointment shall be made at such a time or in such a manner so as to impede the progress of work on the Project. Such appointment shall take effect only upon receipt of such notice by the Contractor. Subject to the extensions and/or limitations specified in the SCC (if any), the Nodal Officer shall have the authority to represent the Employer on all day-to-day matters relating to the Project or arising from the Contract, and shall normally be the person giving or receiving notices on behalf of the Employer pursuant to GCC Clause 7.

11.2. Contractor's Representative

18.2.1. If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Employer in writing to approve the person so appointed. The request must be accompanied by a detailed curriculum vitae for the nominee. If the Employer does not object to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Employer objects to the appointment within fourteen (14) days giving the reason therefor, then the Contractor shall appoint a replacement within fourteen (14) days of such objection in accordance with this GCC Clause 18.2.1.

18.2.2. Subject to the extensions and/or limitations specified in the SCC (if any), the Contractor's Representative shall have the authority to represent the Contractor on all day-to-day matters relating to the Project or arising from the Contract, and shall be the person giving or receiving notices on behalf of the Contractor pursuant to GCC Clause 7.

18.2.3. The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents to such an action, the Contractor shall appoint another person of equal or superior qualifications as the Contractor's Representative, pursuant to the procedure set out in GCC Clause 18.2.1.

18.2.4. The Contractor's Representative and staff are obliged to work closely with the Employer's Nodal Officer and staff, act within their own authority, and abide by directives issued by the Employer that are consistent with the terms of the Contract. The Contractor's Representative is responsible for managing the activities of its personnel and any subcontracted personnel.

18.2.5. The Contractor's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until the notice of it has been delivered.

18.2.6. Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with GCC Clause 18.2.5 shall be deemed to be an act or exercise by the Contractor's Representative.

11.3. Objections and Removals

18.3.1. The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may have behaved inappropriately, be incompetent, or be negligent. The Employer shall provide evidence of the same, whereupon the Contractor shall promptly look for replacement of such person i.e. not later than within 7 (seven)days. On such appointment of the replacement the Contractor shall immediately remove such person from work on the Project.

12. Implementation Plan

12.1. In close cooperation with the Employer and based on the Implementation Plan included in the Contractor's bid, the Contractor shall develop an Implementation Plan encompassing the activities specified in the Contract. The contents of the Implementation Plan shall be as specified in the SCC and/or TOR.

12.2. The Contractor shall formally present to the Employer the Implementation Plan in accordance with the procedure specified in the SCC.

12.3. If required, the impact on the Implementation Schedule of modifications agreed during finalization of the Implementation Plan shall be incorporated in the Contract by amendment, in accordance with GCC Clause 39.

12.4. The Contractor shall undertake to supply, install, test, commission, operate and maintain the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 in accordance with the Implementation Plan and the Contract.

12.5. The Progress and other reports specified in the SCC shall be prepared by the Contractor and submitted to the Employer in the format and frequency specified in the TOR.

13. Subcontracting

13.1. The Contractor shall employ Subcontractors only after the approval of the Employer and for such approval sufficient time shall be provided so as not to impede the progress of work on the Project. The Employer shall not withhold such approval unreasonably. Such approval by the Employer of a Subcontractor(s) shall not relieve the Contractor from any of its obligations, duties, or responsibilities under the Contract. If the Contractor wishes to employ a new Subcontractor which was not previously approved by the Employer, it must seek the Employer's prior approval under GCC Clause 20.2.

13.2. The Contractor shall notify the Employer in writing at least 28(twenty-eight) days prior to the proposed mobilization date for such Subcontractor. The Contractor shall not engage any Subcontractor to which the Employer has objected in writing prior to the end of the said 28 (twenty-eight) days period. The absence of a written objection by the Employer during the above specified period shall constitute formal acceptance of the proposed Subcontractor.

14. Design and Engineering

14.1. Technical Specifications and Drawings

21.1.1. The Contractor shall execute the basic and detailed design and the implementation activities necessary for successful installation of the **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1** in compliance with the provisions of the Contract or, where not so specified, in accordance with good industry practice.

The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved

by the Nodal Officer or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Employer.

21.1.2. The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification, or other document, or any modification of such design, drawings, specification, or other documents provided or designated by or on behalf of the Employer, by giving a notice of such disclaimer to the Nodal Officer.

14.2. Approval/Review of Technical Documents by the Nodal Officer

21.2.1. The Contractor shall prepare and furnish to the Nodal Officer the documents as specified in the SCC for the Nodal Officer's approval or review.

Any part of the Project covered by or related to the documents to be approved by the Nodal Officer shall be executed only after the Nodal Officer's approval of these documents.

GCC Clauses 21.2.2 to 21.2.7 shall apply to those documents requiring the Nodal Officer's approval, but not to those furnished to the Nodal Officer for its review only.

21.2.2. Within fourteen (14) days after receipt by the Nodal Officer of any document requiring the Nodal Officer's approval in accordance with GCC Clause 21.3.1, the Nodal Officer shall either return one copy of the document to the Contractor with its approval endorsed on the document or shall notify the Contractor in writing of its disapproval of the document and the reasons for disapproval and the modifications that the Nodal Officer proposes. If the Nodal Officer fails to take such action within the fourteen (14) days, then the document shall be deemed to have been approved by the Nodal Officer.

21.2.3. The Nodal Officer shall not disapprove any document except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good industry practice.

21.2.4. If the Nodal Officer disapproves the document, the Contractor shall modify the document and resubmit it within 14(Fourteen) days for the Nodal Officer's approval in accordance with GCC Clause 21.2.2. If the Nodal Officer approves the document subject to modification(s), the Contractor shall make the required modification(s), and the document shall then be deemed to have been approved, subject to GCC Clause 21.2.5. The procedure set out in GCC Clauses 21.2.2 to 21.2.4 shall be repeated, as appropriate, until the Nodal Officer approves such documents. For the purpose of this Clause if any such delay causes non-adherence to the Implementation Schedule the Employer may take any such action as contemplated under the Contract.

21.2.5. If any dispute occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Nodal Officer of any document and/or any modification(s) to a document that cannot be settled between the Parties within a reasonable period, in that case such dispute shall be resolved in the manner prescribed in GCC Clauses 4 (The procedures and rules mentioned in Appendix-3 shall be followed). Notwithstanding anything to the contrary contained in this Contract, upon reference of a dispute to Arbitration/Conciliation the Parties shall continue to perform their respective obligations hereunder, pending the dispute resolution.

21.2.6. The Nodal Officer's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Nodal Officer or inaccurate information furnished in writing to the Contractor by or on behalf of the Employer.

21.2.7. The Contractor shall not depart from any approved document unless it has first submitted to the Nodal Officer an amended document and obtained the Nodal Officer's approval of the document, pursuant to the provisions of this GCC Clause 21.2. If the Nodal Officer requests any change in any already approved document and/or in any document based on such an approved document, the provisions of GCC Clause 39 (Changes to the Scope of the Project) shall apply to such request.

15. Procurement, Delivery, and Transport

15.1. Subject to related Employer's responsibilities pursuant to GCC Clause 12, the Contractor shall integrate its on-road units with the Computer aided dispatch system/ GIS based emergency response system of NHAI and manufacture or procure and transport all the Vehicles, Equipment, Information Technology, Materials, and other Goods and depute personnel in an expeditious and orderly manner to the Service Area.

15.2. Delivery of the Vehicles, Equipment, Information Technology, Materials, and other Goods and deputation of personnel shall be made by the Contractor in accordance with the TOR.

15.3. Early or partial deliveries require the explicit written consent of the Employer, which consent shall not be unreasonably withheld.

15.4. Transportation

22.2.1. The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during shipment. The packing, marking, and documentation within and outside the packages shall comply strictly with the Employer's instructions to the Contractor.

22.2.2. The Contractor will bear responsibility for and cost of transport to the Service Area in accordance with the terms and conditions used in the specification of prices in the Price Schedules, including the terms and conditions of the associated Incoterms.

22.2.3. Unless otherwise specified in the SCC, the Contractor shall be free to use transportation through carriers registered in any country and to obtain insurance from any eligible source country.

15.5. Unless otherwise specified in the SCC, the Contractor will provide the Employer with shipping and other documents, as specified below:

22.5.1. For Vehicles, Equipment and other Goods supplied from outside the Employer's Country:

Upon shipment, the Contractor shall notify the Employer and the insurance company contracted by the Contractor to provide cargo insurance by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Contractor shall promptly send the following documents to the Employer by mail or courier, as appropriate, with a copy to the cargo insurance company:

(a) two copies of the Contractor's invoice showing the description of the Vehicles, Equipment and other Goods, quantity, unit price, and total amount;

(b) usual transportation documents;

(c) (insurance certificate;

(d) certificate(s) of origin; and

(e) estimated time and point of arrival in the Employer's Country and at the site.

22.5.2. For Vehicles, Equipment and other Goods supplied locally (i.e., from within the Employer's country):

Upon shipment, the Contractor shall notify the Employer by telex, cable, facsimile, electronic mail, or EDI with the full details of the shipment. The Contractor shall promptly send the following documents to the Employer by mail or courier, as appropriate:

(a) two copies of the Contractor's invoice showing the Vehicles, Equipment and other Goods description, quantity, unit price, and total amount;

(b) delivery note, railway receipt, or truck receipt;

(c) certificate of insurance;

(d) certificate(s) of origin; and

(e) estimated time of arrival at the site.

15.6. Customs Clearance

(a) The Contractor will bear responsibility for, and cost of, customs clearance into the Employer's country in accordance the particular Incoterm(s) used for Vehicles, Equipment and other Goods supplied from outside the Employer's country in the Price Schedules referred to by Clause 30 of the SCC.

16. Product Upgrades

16.1. At any point during performance of the Contract, should technological advances be introduced for the operation and effective functioning of Computer aided dispatch system/ GIS based emergency response system originally offered by the Contractor in its bid and still to be delivered, the Contractor shall be obligated to offer to the Employer the latest versions of the available Information Technologies having equal or better performance or functionality without any increase in awarded contract value.

16.2. The Contractor shall integrate their gadgets/Mobiles/Tablets with all new versions, releases or updates of the Information Technology in Computer aided dispatch system/ GIS based emergency response system without any increase in awarded contract value within eighteen (18) months of receipt of a production-ready copy of the new version, release, or update, provided that the new version, release, or update does not adversely affect operation or performance or require extensive reworking of **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**. In cases where the new version, release, or update adversely affects operation or performance, or requires extensive reworking of **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**, the Contractor shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update.

17. Implementation, Installation, and Other Services

The Contractor shall provide all Vehicles, Equipment, Materials, personnel and other Goods and Services specified in the Contract and Implementation Plan in accordance with the highest standards of professional competence and integrity.

18. Inspections and Audit

18.1. Inspections

25.1.1. The Employer or its representative shall have the right to inspect and/or Test any components of Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1, as specified in the TOR, to confirm their good working order and/or conformity to the Contract at the Service Area.

25.1.2. The Employer or its representative shall be entitled to attend any such inspections and/or Test of the components, provided that the Employer shall bear all costs and expenses incurred in connection with such attendance, including but not limited to all inspection agent fees, travel, and related expenses.

25.1.3. Should the inspected or tested components fail to conform to the Contract, the Employer may reject the component(s), and the Contractor shall either replace the rejected component(s), or make alterations as necessary so that it meets the Contract requirements free of cost to the Employer.

25.1.4. The Nodal Officer may require the Contractor to carry out any inspection and/or Tests not specified in the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such inspection and/or Tests shall be added to the Contract Price. Further, if such inspection and/or Tests impedes the progress of Project and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Achieving Operational Acceptance and the other obligations so affected.

25.1.5. Quarterly performance reviews will conducted by Program Management and Governance Committee consisting of representatives of NHAI and the Contractor to assess performance delivery, progress of work, operational issues, etc. Audits of the SLA parameters will normally be done on regular basis or as required by NHAI and will be performed by NHAI or NHAI appointed third party agencies. The Software utilized by Contractor at the Computer aided dispatch system/ GIS based emergency response system shall include security features preventing unauthorized access and allowing a full audit trail documentation.

18.2. Audits

25.2.1. The Contractor (including its representatives and subcontractors) shall retain all books, documents, papers, accounting records and other evidence supporting any of the Services performed, Vehicles, Equipment and goods provided, and costs incurred, at all times during the Contract period, and for five (5) years after payment of the final estimate or final audit, whichever is later. Such evidence shall be made available at the Contractor's offices at all reasonable times and will be subject to audit and inspection at any time by the Nodal Officer, Employer and/ or any authorized representative.

25.2.2. The Employer may conduct the following audits of the Services provided by the Contractor:

(a) planned audits;

(b) audits required by regulations or regulatory bodies;

(c) audits pursuant to the Contractor's failure to meet or comply with a term or condition of the Contract;

(d) ad hoc audits at NHAI's reasonable discretion;

(e) audits of Contractor's affiliates, subcontractors, suppliers or other Contractor Personnel; or

(f) as otherwise required in the discretion of the Employer.

25.2.3. The Contractor and/or its representatives and sub-contractors appointed by it shall be under an obligation to cooperate with such inspectors and/or auditors and provide all the relevant records as sought by them. In case of failure of Contractor and/or its representatives and sub-contractors appointed by it to submit the requisite record as sought by the inspectors and/or auditors as aforesaid, the Employer shall be entitled to take any action against the Contractor as available to it under the terms of the Contract.

18.3. Other reviews by the Employer

In addition to Inspection and Audit as specified in Clauses 25.1 and 25.2 respectively the Employer shall also review on a half-yearly basis Continuous Improvement Plan submitted by the Contractor as specified in Clause 8.15 of TOR section of RFP.

An Innovation Plan review as specified in Clause 8.15 of TOR section of RFP shall be conducted by the Employer annually.

18.4. If any dispute shall arise between the Parties in connection with or caused by an inspection/audit with regard to any component to be incorporated in the **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1** that cannot be settled amicably between the parties within a reasonable period of time, either Party may invoke the process pursuant to GCC Clauses 4 (The procedures and rules mentioned in Appendix-3 shall be followed). Notwithstanding anything to the contrary contained in this Contract, upon reference of a dispute to Arbitration/Conciliation the Parties shall continue to perform their respective obligations hereunder pending such resolution.

19. Installation of the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1

As soon as the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1, has, in the opinion of the Contractor, been set up, Pre-commissioned, and made ready for Commissioning and Operational Acceptance Testing in accordance with the TOR, the SCC and the Implementation Plan, the Contractor shall so notify the Employer in writing.

20. Commissioning and Operational Acceptance

20.1. Commissioning

27.1.1. Commissioning of the **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1** (or Subsystem if specified pursuant to the SCC for GCC Clause 27.2.1) shall be commenced by the Contractor:

(a) immediately after the Commissioning Certificate is issued by the Nodal Officer, pursuant to GCC Clause 27.3.2; or

(b) as otherwise specified in the TOR or the Implementation Plan; or

(c) immediately after Installation is deemed to have occurred, under GCC Clause 26.

27.1.2. The Employer shall supply the operating and technical personnel to conduct the Tests and issue certification required to enable the Contractor to carry out its obligations with respect to Commissioning.

Use of the **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1** or Subsystem(s) shall not commence prior to the start of formal Operational Acceptance Testing.

20.2. Operational Acceptance Tests

27.2.1. The Operational Acceptance Tests (and repeats of such tests) shall be the primary responsibility of the Employer (in accordance with GCC Clause 11), but shall be conducted with the full cooperation of the Contractor during Commissioning of **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1** (or major components or Subsystem[s] if specified in the SCC and supported by the TOR), to ascertain whether the **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1** (or major component or Subsystem[s]) conforms to the TOR and meets the standard of performance quoted in the Contractor's bid, including, but not restricted to, the functional and technical performance requirements. The Operational Acceptance Tests during Commissioning will be conducted as specified in the SCC, the TOR and/or the Implementation Plan.

At the Employer's discretion, Operational Acceptance Tests may also be performed on replacement Vehicles, Equipment and other Goods, upgrades and new version releases.

27.2.2. If for reasons attributable to the Employer, the Operational Acceptance Test of the **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1** (or Subsystem[s] or major components, pursuant to the SCC for GCC Clause 27.2.1) cannot be successfully completed within the period specified in the SCC, from the date of Installation or any other period agreed upon in writing by the Employer and the Contractor, the Contractor shall be deemed to have fulfilled its obligations with respect to the technical and functional aspects of the TOR, SCC and/or the Agreed and Implementation Plan, and GCC Clause 28.2 and 28.3 shall not apply.

20.3. Operational Acceptance

27.3.1. Operational Acceptance shall occur in respect of **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**, when the Operational Acceptance Tests, as specified in the TOR, and/or SCC and/or the Implementation Plan have been successfully completed and the commissioning certificate for the commencement of operations of Computer aided dispatch system/ GIS based emergency response system and 100% of the Service Area has been issued;

27.3.2. At any time after any of the events set out in GCC Clause 27.3.1 have occurred, the Contractor may give a notice to the Nodal Officer requesting the issue of Commissioning Certificate.

27.3.3. After consultation with the Employer, and within fifteen (15) days after receipt of the Contractor's notice, the Nodal Officer shall:

(a) issue the Commissioning Certificate ; or

(b) notify the Contractor in writing of any defect or deficiencies or other reason for the failure of the Operational Acceptance Tests;

27.3.4. The Contractor shall remedy any defect and/or deficiencies and/or other reasons for the failure of the Operational Acceptance Test that the Nodal Officer has notified the Contractor of, within the Cure Period of 30(thirty) days. Once such remedies have been made by the Contractor, the Contractor shall notify the Employer, and the Employer, with the full cooperation of the Contractor, shall use all reasonable endeavors to promptly carry out retesting of the **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1** or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests,

the Contractor shall notify the Employer of its request for Commissioning Certificate, in accordance with GCC Clause 27.3.3.

27.3.5. If the **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1** or Subsystem fails to pass the Operational Acceptance Test(s) in accordance with GCC Clause 27.2, then either:

(a) the Employer may consider terminating the Contract, pursuant to GCC Clause 41.1;

or

(b) if the failure to achieve Operational Acceptance within the specified time period is a result of the failure of the Employer to fulfill its obligations under the Contract, then the Contractor shall be deemed to have fulfilled its obligations with respect to the relevant technical and functional aspects of the Contract, and GCC Clauses 30.2 and 30.3 shall not apply.

F. GUARANTEES AND LIABILITIES

21. Operational Acceptance Time Guarantee

21.1. The Contractor guarantees that it shall complete the supply, Installation, Commissioning, and achieve Operational Acceptance of Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 (or Subsystems, pursuant to the SCC for GCC Clause 27.2.1) within the time periods specified in the Clause 10.1(Implementation Phase) in the TOR Section and/or the Implementation Plan pursuant to GCC Clause 19, or within such extended time to which the Contractor shall be entitled under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

21.2. If the Contractor fails to supply, install, commission, and achieve Operational Acceptance of Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 (or Subsystems pursuant to the SCC for GCC Clause 27.2.1) within the time for achieving Operational Acceptance specified in the Implementation Schedule in the Technical Requirement or the Implementation Plan, or any extension of the time for achieving Operational Acceptance previously granted under GCC Clause 40 (Extension of Time for Achieving Operational Acceptance), the Contractor shall pay to the Employer liquidated damages at the rate specified in the SCC as a percentage of the Contract Price, or the relevant part of the Contract Price if a Subsystem has not achieved Operational Acceptance. The aggregate amount of such liquidated damages shall in no event exceed the amount specified in the SCC ("the Maximum"). Once the Maximum is reached, the Employer may consider termination of the Contract, pursuant to GCC Clause 41.1.

21.3. Unless otherwise specified in the SCC, liquidated damages payable under GCC Clause 28.2 shall apply only to the failure to achieve Operational Acceptance of the **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1** (and Subsystems) as specified in the Implementation Schedule in the TOR. This Clause 28.3 shall not limit, however, any other rights or remedies the Employer may have under the Contract for other delays.

21.4. The payment of liquidated damages by the Contractor hereunder shall not in any way relieve the Contractor from any of its obligations to complete **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1** or from any other of its obligations and liabilities under the Contract.

22. Defect Liability

22.1. The Contractor warrants that Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1, including all Vehicles and Equipment, Information Technologies, Materials, and other Goods supplied and Services provided, shall be free from defects in the design, engineering, Materials, and workmanship that prevent Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 and/or any of its components from fulfilling the TOR or that limit in a material fashion the performance, reliability, or extensibility of Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1and/or Subsystems. Exceptions and/or limitations, if any, shall be as specified in the SCC. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.

22.2. The Contractor also warrants that the Vehicles, Equipment, Information Technologies, Materials, and other Goods supplied under the Contract incorporate all recent improvements in design that materially affect Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 or Subsystem's ability to fulfill the TOR.

22.3. In addition, the Contractor warrants that: (i) all Vehicles, Equipment and other components to be incorporated into the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 have been previously released to the market, and (iii) those specific items identified in the SCC (if any) have been in the market for at least the minimum periods specified in the SCC.

22.4. The warranty period shall commence from the date of Operational Acceptance of Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1(or of any major component or Subsystem for which separate Operational Acceptance is provided for in the Contract) and shall extend for the length of time specified in the SCC.

22.5. If during the warranty period any defect as described in GCC Clause 29.1 should be found in the design, engineering and workmanship of the Vehicles and Equipment, Information Technologies, Materials, and other Goods supplied and Services provided by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 caused by such defect. Any defective Vehicles and Equipment, Information Technologies, Materials, and other Goods supplied and Services providedthat they have been replaced by the Contractor shall remain the property of the Contractor.

22.6. The Contractor shall be responsible for the repair, replacement, or making good of any defect or of any damage to the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 arising out of or resulting from any of the following causes:

(a) improper operation or maintenance of the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 by the Contractor;

(b) normal wear and tear;

(c) any materials that are normally consumed in operation or have a normal life shorter than the warranty period; or

22.7. The Contractor's obligations under this GCC Clause 29 shall not apply to:

(a) any designs, specifications, or other data designed, supplied, or specified by or on behalf of the Employer or any matters for which the Contractor has disclaimed responsibility, in accordance with GCC Clause 21.1.

22.8. The Employer shall give the Contractor a notice promptly following the discovery of such defect, stating the nature of any such defect together with all available evidence. The Contractor may, with the consent of the Employer, remove from the Service Area any Vehicles, Equipment, Information Technology and other Goods supplied or of the Services that are defective, if the nature of the defect, and/or any damage to the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 caused by the defect, is such that repairs cannot be expeditiously carried out within the Service Area.

22.9. If the Contractor fails to commence the work necessary to remedy such defect or any damage to Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 caused by such defect within the time period specified in the SCC, the Employer may, following notice to the Contractor, proceed to do such work or contract a third party (or parties) to do such work, and the reasonable costs

incurred by the Employer in connection with such work shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due the Contractor or claimed under the Performance Security.

23. Functional Guarantees

23.1. The Contractor guarantees that, once the Commissioning Certificate(s) has been issued, **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1** represents a complete, integrated solution to the Employer's requirements set forth in the TOR and it conforms to all other aspects of the Contract. The Contractor acknowledges that GCC Clause 27 regarding Commissioning and Operational Acceptance governs how technical conformance of the Project to the Contract requirements will be determined.

23.2. If, for reasons attributable to the Ambulance Contractor, Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 does not conform to the TOR or does not conform to all other aspects of the Contract, the Contractor shall at its cost and expense make such changes, modifications, and/or additions to the project as may be necessary to conform to the TOR and meet all functional and performance standards. The Contractor shall notify the Employer upon completion of the necessary changes, modifications, and/or additions and shall request the Employer to repeat the Operational Acceptance Tests until the Project achieves Operational Acceptance.

23.3. If the Project (or Subsystem[s]) fails to achieve Operational Acceptance, the Employer may consider termination of the Contract, pursuant to GCC Clause 41.1, and forfeiture of the Contractor's Performance Security in accordance with GCC Clause 14.3 in compensation for the extra costs and delays likely to result from this failure.

23.4. Any system/solution developed for the Employer will remain the IP of the Employer, and may not be reproduced or marketed commercially without prior approval of the Employer

24. Intellectual Property Rights Warranty

24.1. The Contractor hereby represents and warrants that:

(a) the Information Technology as supplied, installed, tested, and accepted; and

(b) use of the Information Technology in accordance with the Contract;

do not and will not infringe any Intellectual Property Rights held by any third party and that it has all necessary rights or at its sole expense shall have secured in writing all transfers of rights and other consents necessary to make the assignments, licenses, and other transfers of Intellectual Property Rights and the warranties set

forth in the Contract. Without limitation, the Contractor shall secure all necessary written agreements, consents, and transfers of rights from its employees and other persons or entities whose services are used for development of Information Technology.

24.2. The Contractor agrees that all the systems/solutions developed for the Employer will remain the Intellectual Property of the Employer and that the Contractor shall not market or reproduce it commercially without prior approval of the Employer

25. Intellectual Property Rights Indemnity

25.1. The Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability), that the Employer or its employees or officers may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights by reason of installation or the use of the Information Technology by the Contractor, including the Materials, in the country where the Service Area is located.

25.2. Such indemnity shall not cover any use of the Information Technology, including the Materials, other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Information Technology, or any products of the Information Technology produced thereby in association or combination with any other goods or services not supplied by the Contractor, where the infringement arises because of such association or combination and not because of use of the Information Technology in its own right.

25.3. Such indemnities shall also not apply if any claim of infringement:

(a) is asserted by a subsidiary, or affiliate of the Employer's organization;

(b) is a direct result of a design mandated by the Employer's TOR and the possibility of such infringement was duly noted in the Contractor's Bid; or

(c) results from the alteration of the Information Technology, including the Materials, by the Employer or any persons other than the Contractor or a person authorized by the Contractor.

25.4. If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GCC Clause 32.1, the Employer shall give the Contractor notice of such proceedings or claims, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) days, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

25.5. The Employer shall indemnify and hold harmless the Contractor and its employees, officers, and Subcontractors from and against any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Contractor or its employees, officers, or Subcontractors may suffer as a result of any infringement or alleged infringement of any Intellectual Property Rights arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided to the Contractor in connection with this Contract by the Employer or any persons (other than the Contractor) contracted by the Employer, except to the extent that such losses, liabilities, and costs arise as a result of the Contractor's breach of GCC Clause 32.8.

25.6. Such indemnity by the Employer to the Contractor shall not cover

(a) any use of the design, data, drawing, specification, or other documents or materials, other than for the purpose indicated by or to be reasonably inferred from the Contract;

(b) any infringement resulting from the use of the design, data, drawing, specification, or other documents or materials, or any products produced thereby, in association or combination with any other Goods or Services not provided by the Employer or any other person contracted by the Employer, where the infringement arises because of such association or combination and not because of the use of the design, data, drawing, specification, or other documents or materials in its own right.

25.7. Such indemnities by the Employer to the Contractor shall also not apply:

(a) if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the Contractor's organization;

(b) to the extent that any claim of infringement is caused by the alteration, by the Contractor, or any persons contracted by the Contractor, of the design, data, drawing, specification, or other documents or materials provided to the Contractor by the Employer or any persons contracted by the Employer.

25.8. If any proceedings are brought or any claim is made against the Contractor arising out of the matters referred to in GCC Clause 32.5, the Contractor shall promptly give the Employer notice of such proceedings or claims, and the Employer may at its own expense and in the Contractor's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Employer fails to notify the Contractor within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Contractor shall be free to conduct the same on its own behalf. Unless the Employer has so failed to notify the Contractor within the twenty-eight (28) days, the Contractor shall make no admission that may be prejudicial to the defense of any such proceedings or claim. The Contractor shall, at the Employer's request, afford all available assistance to the Employer in conducting such proceedings or claim and shall be reimbursed by the Employer for all reasonable expenses incurred in so doing.

26. Limitation of Liability

26.1. Provided the following does not exclude or limit any liabilities of either Party in ways not permitted by applicable law:

(a) the Contractor shall not be liable to the Employer, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer; and

(b) the aggregate liability of the Contractor to the Employer or of the employer to the contractor, whether under the Contract, in tort or otherwise, shall not exceed 25% of the Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to Intellectual Property Rights infringement.

G. RISK DISTRIBUTION

27. Transfer of Ownership

27.1. The ownership of Information Technologies (including the software, hardware, reports, data etc.) installed/developed by the contractor/sub-contractor for the fulfillment of scope of this contract shall be transferred to the Employer at the time of Termination under the terms that may be agreed upon and specified in the Contract.

27.2. Ownership of the Contractor's Vehicles and Equipment used by the Contractor and its Subcontractors in connection with the Contract shall remain with the Contractor or its Subcontractors.

28. Care of the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1

28.1. The Ambulance Contractor shall become responsible to Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 specifically integration with Computer aided dispatch system/ GIS based emergency response system or Posts. The Contractor shall make good at its own cost any loss or damage that may occur to the Project or Posts from any cause during the subsistence of this Contract, excepting such loss or damage arising from acts or omissions of NHAI or its representatives /employees during their exercise of expansion and/or maintenance of Service Area

28.2. If any loss or damage occurs to the Project or Posts or any part of the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 by reason of:

(a) nuclear reaction, nuclear radiation, radioactive contamination, a pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance taken out under GCC Clause 37;

(b) any use not in accordance with the Contract, by the Employer or any third party;

(c) any use of or reliance upon any design, data, or specification provided or designated by or on behalf of the Employer, or any such matter for which the Contractor has disclaimed responsibility in accordance with GCC Clause 21.1.2, the Employer shall pay to the Contractor all sums payable in respect of Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1or Subsystems that have achieved Operational Acceptance in accordance with the Payment Schedule, notwithstanding that the same be lost, destroyed, or damaged.

If the Employer requests the Contractor in writing to make good any loss or damage to Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 thereby occasioned, the Contractor shall make good the same at the cost of the Employer in accordance with GCC Clause 39. If the Employer does not request the Contractor in writing to make good any loss or damage to the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 thereby occasioned, the Employer shall

either request a Change in accordance with GCC Clause 39, excluding the performance of that part of the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 thereby lost, destroyed, or damaged, or, where the loss or damage affects a substantial part of the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1, the Employer shall terminate the Contract pursuant to GCC Clause 41.1.

29. Loss of or Damage to Property; Accident or Injury to workers; Indemnification

29.1. The Contractor and each and every Subcontractor shall abide by the job safety, insurance, customs, and immigration measures prevalent and laws in force in the Employer's Country.

29.2. Subject to GCC Clause 36.3, the Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all losses, liabilities and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Employer or its employees or officers may suffer as a result of the death or injury of any person or loss of or damage to any property arising in connection with the supply, installation, testing, and Commissioning of the Project (**Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**) and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death, or property damage caused by the negligence of the Employer, its contractors, employees, officers, or agents.

29.3. If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under GCC Clause 36.2, the Employer shall give the Contractor notice of such proceedings or claims, and the Contractor at its own expense and in the Employer's name conduct such proceedings or claim and with the prior approval of the authority negotiations for the settlement of any such proceedings or claim. If the Contractor fails to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on the risk and cost of the Contractor.

29.4. The Employer shall in no case indemnify and hold harmless the Contractor and its employees, officers, and Subcontractors from any and all losses, liabilities, and costs (including losses, liabilities, and costs incurred in defending a claim alleging such a liability) that the Contractor or its employees, officers, or Subcontractors may suffer as a result of the death or personal injury of any person or loss of or damage to property of the Employer that is caused by fire, explosion, or any other perils. Further, the Contractor shall be liable and shall keep Employer indemnified from such losses, liabilities, and costs (including losses, liabilities, and costs incurred in

defending a claim alleging such a liability) and maintain required insurances as provided under GCC Clause 37 (Insurances).

29.5. The Party entitled to the benefit of an indemnity under this GCC Clause 36 shall take all reasonable measures to mitigate any loss or damage that has occurred. If the Party fails to take such measures, the other Party's liabilities shall be correspondingly reduced.

30. Insurances

30.1. The Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, all insurances required as per the applicable laws and as per the industry practice including the insurances set forth below. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.

(a) Cargo Insurance During Transport as applicable, 110 percent of the price of the Vehicles, Equipment, Information Technologies and other Goods in a freely convertible currency, covering the Vehicles, Equipment, Information Technologies and other Goods from physical loss or damage during shipment through receipt at the Service Area.

(c) Installation "All Risks" Insurance as applicable, 110 percent of the price of the Vehicles, Equipment, Information Technologies and other Goods covering all Vehicles, Equipment, Information Technologies and other Goodsat the site from all risks of physical loss or damage (excluding only perils commonly excluded under "all risks" insurance policies of this type by reputable insurers) occurring prior to Operational Acceptance of the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1.

(d) Third-Party Liability Insurance

On terms as specified in the SCC, covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any Subsystems that have been accepted by the Employer) occurring in connection with the supply and installation of the Project (**Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**)

(e) Automobile Liability Insurance

In accordance with the statutory requirements prevailing in the Employer's Country, covering use of all Vehicles used by the Contractor or its

Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

(f) Other Insurance (if any), as specified in the SCC.

30.2. The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Clause 37.1, except for the Third-Party Liability, and the Contractor's Subcontractors shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Clause 37.1 except for Cargo Insurance During Transport. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

30.3. The Contractor shall deliver to the Employer certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect.

30.4. The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.

30.5. If the Contractor fails to take out and/or maintain in effect the insurance referred to in GCC Clause 37.1, the Employer may take out and maintain in effect any such insurance and may from time to time deduct from any amount due the Contractor under the Contract any premium that the Employer shall have paid to the insurer or may otherwise recover such amount as a debt due from the Contractor.

30.6. Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 37, and all monies payable by any insurers shall be paid to the Contractor. The Employer shall give to the Contractor all such reasonable assistance as may be required by the Contractor in connection with any claim under the relevant insurance policies. With respect to insurance claims in which the Employer's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the Contractor's interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.

31. Force Majeure

31.1. **"Force Majeure"** shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable

notwithstanding the reasonable care of the party affected and shall include, without limitation, the following:

(a) war, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;

(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;

(c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;

(d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;

(e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster;

31.2. Neither Party shall in any event be liable for any failure to perform its obligations under this Contract due to any events beyond the reasonable control of either party or any events of force majeure.

31.3. Notwithstanding anything contained in Clause 38.1 and 38.2 at any time when a Force Majeure event has occurred the Contractor will be under an obligation to provide the necessary Services forming the essence of this Contract.

31.4. The Contractor will be under the obligation to provide the Services in the following in Force Majeure Event unless it is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure. In that case, it shall notify the other Party in writing of the occurrence of such event and the circumstances of the event of Force Majeure within maximum 24 Hours after the occurrence of such event.

31.5. The Party which has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered, or delayed. The Time for Achieving Operational Acceptance shall be extended in accordance with GCC Clause 40 (Extension of Time for Achieving Operational Acceptance).

31.6. The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either Party's right to terminate the Contract under GCC Clause 38.7.

31.7. No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

(a) constitute a default or breach of the Contract;

(b) subject to GCC Clauses 35.2, 38.3, and 38.4) give rise to any claim for damages or additional cost or expense occasioned by the delay or non performance, if, and to the extent that, such delay or non performance is caused by the occurrence of an event of Force Majeure.

31.8. If the performance of the Contract is substantially prevented, hindered, or delayed for a single period of more than 60 (sixty days) or an aggregate period of more than 120 (one hundred and twenty days) on account of one or more events of Force Majeure during the time period covered by the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which, either Party may terminate the Contract by giving a notice to the other.

31.9. In the event of termination pursuant to GCC Clause 38.6, the rights and obligations of the Employer and the Contractor shall be as specified in GCC Clause 41.4.

31.10. Notwithstanding GCC Clause 38.5, Force Majeure shall not apply to any obligation of the Employer to make payments to the Contractor under this Contract.

H. CHANGE IN CONTRACT ELEMENTS

32. Changes to the Scope of the Project

32.1. Introducing a Change

39.1.1. The Employer shall have the right to propose, and subsequently require, the Nodal Officer to order the Contractor from time to time during the performance of the Contract to make any change, modification, addition, or deletion to, in, or from the Project (interchangeably called "Change"), provided that such Change falls within the general scope of the Project, does not constitute unrelated work, and is technically practicable, taking into account both the state of advancement of the Project and the technical compatibility of the Change envisaged with the nature of the Project as originally specified in the Contract.

A Change may involve, but is not restricted to, the increase in Service Area and related Services in case of other stretches of roads being notified as National Highways and included in the scope of Project. The addition / reduction in Contract Price for such change in Service Area shall be calculated in accordance with the terms specified in the Clause 42 of the SCC.

39.1.2. The Contractor may from time to time during its performance of the Contract propose to the Employer (with a copy to the Nodal Officer) any Change that the Contractor considers necessary or desirable to improve the quality or efficiency of the Project. The Employer may at its discretion approve or reject any Change proposed by the Contractor.

39.1.3. Notwithstanding GCC Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Achieving Operational Acceptance.

39.1.4. The procedure on how to proceed with and execute Changes is specified in SCC Clause 42. Moreover, the Employer and Contractor will agree, during development of the Implementation Plan, to a date prior to the scheduled date for Operational Acceptance, after which the TOR for the Project shall be "frozen." Any Change initiated after this time will be dealt with after Operational Acceptance.

33. Extension of Time for Achieving Operational Acceptance

33.1. The time(s) for achieving Operational Acceptance specified in the Implementation Schedule shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

(a) any Change in the Scope of the Project as provided in GCC Clause 39 (Change in the Scope of the Project);

(b) any occurrence of Force Majeure as provided in GCC Clause 38 (Force Majeure);

(c) default of the Employer; or

(d) any other matter specifically mentioned in the Contract;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

33.2. Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Nodal Officer a notice of a claim for an extension of the time for achieving Operational Acceptance, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to the provisions for the Settlement of Disputes pursuant to GCC Clauses 5 and 6.

33.3. The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

34. Termination

34.1. Termination for Contractor's Default

41.1.1. The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this GCC Clause 41.1.1:

(a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt;

(b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 42 (Assignment); or

(c) if the Contractor causes a fundamental breach of the Contract.

Fundamental breaches of Contract include, but shall not be limited to, the following:

(a) the Contractor fails to provide 24*7 continuous service in the O&M phase , when no stoppage is shown in the Implementation Schedule and the stoppage has not been authorized by the Employer/ Nodal Officer;

In case of such stoppage of work by the Contractor, the Employer can award the work to a 3rd party for which the additional cost, if any, will be recovered

from the Contractor and that work will be removed from the scope of the Contractor as more detailed in Clause 6.4.2 of GCC.

(b) the Nodal Officer/Employer gives notice that failure to correct a particular default is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Nodal Officer;

(c) the Contractor has committed delay in Implementation Phase, delayed in submission of performance reports for the SLAs or has not complied with the SLAs for which the maximum amount of liquidated damages can be paid, as stated in GCC Clauses 9 and 28 and more specifically detailed in SCC;

(d) the Contractor abandons or repudiatesor manifests intention to abandon the Contract;

(e) the Contractor has without valid reason failed to commence work on the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 as per the Implementation Schedule;

(f) the Contractor has persistently failed to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause;

(g) the Contractor refuses or is unable to provide sufficient Equipment, Vehicles, Goods and Materials, Services, or labour to execute and complete the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 in the manner specified in the Implementation Plan furnished under GCC Clause 19 at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Operational Acceptance of Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 by the Time for Achieving Operational Acceptance as extended;

(h) if the Contractor, in the judgment of the Employer, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, including creation of false SLA reports or false accident cases to meet SLA criteria, but not limited to willful misrepresentation of facts concerning ownership of Vehicles, Equipment, Goods or Materials, Intellectual Property Rights in, or proper authorization and/or licenses from the owner under this Contract.

For the purposes of this Clause:

i. “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation, in the procurement process or execution of the Contract;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Employer's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb) acts intended to materially impede the exercise of the Employer's inspection and audit rights provided for under Clause 25.

vi. The Contractor fails to fill the vacancy created by the exit of member of JV/Consortium by an equivalent or a better substitute member during the implementation phase.

vii. The Contractor fails to fill the vacancy created by the exit of member of JV/Consortium by an equivalent or a better substitute member during operations and maintenance phase.

then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. The Contractor shall be deemed to be in default of this Contract, unless the default has occurred solely due to Force Majeure or for reasons not attributable to the Contractor. If the Contractor fails to remedy or to take steps to remedy the same within thirty (30) days ("Cure Period") of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GCC Clause 41.1.1.

41.1.2. The Cure Period under this Clause shall be calculated from the date of receipt of the notice by the Contractor or when the default comes into the knowledge of the Contractor, whichever is earlier.

41.1.3. Termination by the Employer pursuant to this GCC Clause 41.1 is without prejudice to any other rights or remedies of the Employer that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.1.

34.2. Termination for Employer's Convenience

Notwithstanding the above, the Employer may terminate the Contract for its convenience at any time for any reason by giving the Contractor a notice of termination of 90 (ninety) days that refers to this GCC Clause 41.2.1. However, maximum 10% of the remaining billable amount may be given as the termination payment to the Ambulance contractor by way of settlement and close our agreement under GCC clause 4 (The procedures and rules mentioned in Appendix-3 shall be followed).

34.3. Termination by Contractor

41.3.1. If:

(a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the SCC, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest on this sum as stipulated in GCC Clause 41.6.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within thirty (30) days after receipt of the Contractor's notice; or

(b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer

then the Contractor may give a notice to the Employer of such events, and if the Employer has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within 30 (thirty) days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within twenty-eight (28) days of the said notice, the Contractor may by a further notice of 60 (sixty) days to the Employer referring to this GCC Clause 41.3.1, forthwith terminate the Contract.

41.3.2. The Contractor may terminate the Contract immediately by giving a notice to the Employer to that effect, referring to this GCC Clause 41.3.2, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt.

Termination by the Contractor pursuant to this GCC Clause 41.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by GCC Clause 41.3.

34.4. Termination due to Force Majeure

If the period of Force Majeure as defined in Clause 38 continues or is in the reasonable judgment of the Parties likely to continue beyond a period of 120 (one hundred and twenty) Days, the Parties may mutually decide to terminate this Contract or continue this Contract on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, either Party shall after the expiry of the said period of 120 (one hundred and twenty) Days be entitled to terminate the Contract in which event, the provisions of Clause 41.5 of GCC shall, to the extent expressly made applicable, apply.

34.5. Consequences of Termination

41.5.1. Notwithstanding anything contrary the termination of the Contract by either Party will only put an end to the rights of the Parties and not their obligations.

If the Contract is terminated during Implementation Phase the Contractor shall within 3 months or upon the date specified in the notice of termination:

(a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 already executed;

(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to GCC Clause 41.1.2 (d) (ii) below;

(c) remove all Contractor's Equipment and Vehicles from the Project Site, repatriate the Contractor's and its Subcontractors' personnel from the site, remove from the site any wreckage, rubbish, and debris of any kind;

(d) in addition, the Contractor, subject to the payment specified in GCC Clause 41.6, shall

i. to the extent legally possible, assign to the Employer all right, title, and benefit of the Contractor to the Project, as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors;

ii. deliver to the Employer all non-proprietary drawings, specifications, and other documents, reports prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 provide training and transfer knowledge of the project to the Employer and or its representative regarding the functioning of the project.

However, if the Contract is terminated during O&M Phase the Contractor shall perform the services as under the Project until the Employer is able to select another Contractor in its substitution or period of 1 year whichever is earlier. The Contractor shall in such cases demobilize resources in a phased manner, as agreed with the Employer.

41.5.2. The Employer may enter upon the Project site, expel the Contractor, and complete the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 itself or by employing any third party. Upon completion of the Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1 or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Vehicles and Equipment will be returned to the Contractor at or near the Project Site and shall return such Contractor's Vehicles and Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Project Site.

34.6. Payment upon Termination

41.6.1. Termination due to fundamental breach by the Contractor

If the Contract is terminated because of a fundamental breach of Contract by the Contractor or for reasons attributable to the Contractor, the employer, in addition to any other right available to it, shall be entitled to encash the performance security in full as reasonable compensation. It is agreed that the Contractor shall be entitled to be paid for the services rendered satisfactorily upto the date of Termination

41.6.2.

If the Contract is terminated at the Employer's convenience or due to default or breach of the contract by the Employer or due to a force majeure event (as defined

in clause 38.1 of GCC), the Contractor shall be entitled to a reasonable compensation, for which the Project Manager shall issue a certificate for the value of the work done, the reasonable cost of removal of Vehicles, Equipments, Goods and Materials, repatriation of the Contractor's personnel employed solely on the Service Area (including the Computer aided dispatch system/ GIS based emergency response system and posts, and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law.

34.7. Treatment of Property in case of Termination

41.7.1. In case of Termination by either Party whether for an Event of Default or for Employers' Convenience the Vehicles, Equipment and Goods and Materials will be returned to the Contractor. However the Contractor shall transfer/handover all the hardware, Software, reports, data, Equipment pertaining to the Computer aided dispatch system/ GIS based emergency response system to the Employer. For the data, Software etc. the Contractor shall also give license/user rights to the Employer.

34.8. Continuity of Operations

The Contractor shall not be able to remove the Vehicles, Equipment and Goods and Materials from the Service Area in case of Termination as provided in Clauses 41.1 to 41.3 of GCC and shall continue the operations until the new Contractor appointed by the Employer commences its operations or for a period of one year, whichever is earlier. The Contractor shall in such cases demobilize resources in a phased manner, as agreed with the Employer. This will also apply in case the contract has ended after the Contract Period. Further, in case of Termination due to Force Majeure Event (GCC Clause 38), the Services may be continued to the extent possible as mutually agreed between the Parties.

35. Assignment

Neither the Employer nor the Contractor shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

36. Exclusion of implied warranties etc.

This Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

37. Third parties

This Contract is intended solely for the benefit of the Parties and their respective successors and permitted assigns and nothing in this Contract shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Contract.

38. Successors and assigns

This Contract shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

39. Counterparts

This Contract may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Contract.

Section – VII
Special Conditions of Contract

Section – VII –Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract. For the purposes of clarity, any referenced GCC Clause numbers are indicated in the left column of the SCC

Clause 1	**(GCC Clause 1.1)** Contract Period	The contract shall continue in force for a period of 5 years and 4 months. The Authority may choose to extend the operations and maintenance phase of the contract by a maximum of up to 6 months based on mutual agreement with the contractor, based on need and based on performance of the contractor over the initial contract period.
Clause 2	**(GCC Clause 1.1)** Contractor	The Contractor (Successful Bidder) is **XXXXX**
Clause 3	**(GCC Clause 1.1)** Contractor's Country	The Contractor's Country is **XXXXX**
Clause 4	**(GCC Clause 1.1)** Contractor's Representative	Contractors Representative is **XXXXX**
Clause 5	**(GCC Clause 1.1)** Employer	The Employer is National Highways Authority of India
Clause 6	**(GCC Clause 1.1)** Employer's Country	The Employer's Country is India
Clause 7	**(GCC Clause 1.1)** Nodal Officer	The Nodal Officer is: General Manager (HO) National Highways Authority of India, G-5&6, Sector-10, Dwarka, New Delhi 110 075, India
Clause 8	**(GCC Clause 2)**	There are no Special Conditions of Contract applicable

	Contract Documents	to GCC Clause 2
Clause 9	**(GCC Clause 3.1.1)** Governing Language	Contract's governing language is English only
Clause 10	**(GCC Clause 3.8)** Joint Venture/Consortium	The operations should not stop and continue whether any member from JV/consortium ceases to be such member. The exit of any member of Joint Venture/Consortium, except the lead member shall only be allowed after the lead member is able to provide a suitable partner as a replacement, having equivalent or better technical and financial eligibility qualificationsthan the exiting member as per the eligibilitycriteria.
Clause 11	**(GCC Clause 6)** Arbitration	The procedures and rules mentioned in Appendix-3 shall be followed
Clause 12	**(GCC Clause 7)** Notices	Address of the Nodal Officer: General Manager (HO) National Highways Authority of India, G-5&6, Sector-10, Dwarka, New Delhi 110 075, India Address of the Employer: National Highways Authority of India, G-5 & 6, Sector-10, Dwarka, New Delhi 110 075, India Address of the Contractor:
Clause 13	**Governing Law (GCC Clause 8)**	The Contract shall be interpreted in accordance with and governed by the laws of India, and courts at Delhi shall have jurisdiction over matters arising out of or relating to this Contract.
Clause 14	**Scope of Work (GCC Clause 9)**	• The Contractor's (Successful Bidder) obligation under the Contract will be to Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1and for running, maintaining the Rescue Ambulances

		GIS based emergency response system: Integration of Computer aided dispatch system/ GIS based emergency response system of NHAI with the Ambulances including providing the required hardware and Software essential for such integration. **Co-ordination** The Ambulance Contractor shall co-ordinate with Ambulance, Tow-away crane & HSV of the existing concessionaire whose operation shall be continued by the concessionaire, for effective incident and scene management
Clause15	**Evaluation of Performance (GCC Clause 9.3)**	**Evaluation and Performance during the Implementation phase** Performance of the Contractor shall be evaluated based on the reports submitted according to the Implementation Schedule. The reports need to be submitted in a timely manner and need to be comprehensive and comply with all the requirements as stated in the Terms of Reference. **Evaluation and Performance during the O&M phase** Performance of the Contractor shall be evaluated on month to month basis by the Employer/Nodal Officer by adding points accumulated for each and every criterion in the SLAs and a score on a scale of 1 to 100 will be calculated for Ambulance response time &system uptime. Automatic reports shall be generated by Software to track performance based on SLAs which will be sent to the Reviewing Committee and the concerned officer at the RO/HQ. However, in case the Computer Aided Dispatch/GIS based emergency response system of NHAI is not commissioned before the commissioning of the Ambulances, the performance of the Ambulances shall be judged based on the report of the PIU under whose

		jurisdiction the Ambulance is deployed. The payments made to the Ambulance Contractor based on such manually generated reports shall not continue for a duration of more than three months, in any case. **The evaluation will be based on the following Service Level Agreements (SLAs):** **1.** Ambulance Response Time; **2.** IT System Uptime **3.** No. of calls not attended by the contractor The detailed procedure of evaluation of the aforesaid SLAs are mentioned in Clause 7 of TOR
Clause 16	**Liquidated Damages (GCC Clauses 9.3 and 28):**	Failure by the Contractor to complete the works and to remedy all reported defects within the prescribed time for commissioning and cure period shall result in the application of the penalties for delays prescribed hereunder. The following defects shall be considered for Liquidated Damages: **(a)** Delay in commission of Ambulances for National Highways in the Zone-1: The damages will be applied at the rate 0.5% of the annual contract priceper week of delay in meeting the milestones and timelines as given in Clause 10 of TOR upto a maximum of 5% of the total Contract price. **(b)** Delay in submission of reports: In case of delay in submission of reports as per timelines as per the Implementation Schedule in Clause 8 of TOR damages equal to 0.05% of the annual contract price per day subject to a maximum 5% of the total contract pricewill be imposed Once the liquidated damages reach maximum limit, NHAI may consider termination of the contract and forfeiture of the Performance

		Securitysubmitted by the contractor. **(c)** Non-compliance of SLAs: The marks would be awarded to the Contractor based upon the SLAs and in the manner as provided for in evaluation criteria as mentioned in Clause 7 of TOR . Any non-compliance would result in cutting of the marks and will affect the payment to be made to the Contractor. **Criteria for Payment:** The payment would be made in the following manner: **Marks Awarded Payment to be made** • 90 to 100 points 100% • 85 to 89 points 95% • 80 to 84 points 90% • Less than 80 points 80% Penalties, if any, for non-compliance of SLAs shall be adjusted in the monthlypayments. The final payment will be released after all SLAs deductions.In addition to above, a penalty of Rs. 10,000/- per call not-attended shall be levied on the Ambulance Contractor over and above the above given penalty provisions. In case the Ambulance does not attend the dispatch call then in addition to the penalty of Rs. 10,000/- per call which shall be levied on the Ambulance Contractor , the Authority may proceed to terminate the contract agreement on this account considering it as a major default on the part of the contractor. A relaxation of non-attendance to only two calls per month may be allowed on technical grounds.

		If the penalty applicable for three consecutive months during the Contract is 20% or above (i.e. less than 80 points for 3 consecutive months); then Employer shall issue a warning notice to the Contractor. Once a warning notice has been issued, if it is observed that the penalty in a further three consecutive monthsin any period thereafter is 20% or above(i.e. less than 80 points for 3 consecutive months), the Employer shall have the right to encash the guarantee or terminate the contract or both Employer also reserves the right to debar the Contractor from further participation in Employer's subsequent tenders due to its non-performance for a period as may be decided by it.
Clause 17	**Commencement and Operational Acceptance (GCC Clause 10)**	The Contractor shall commence work on the **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1** within 7(seven) days from the Award of Contract. The Implementation Phase would be of maximum of 4 months and the O&M Phase will be of 5 years. Operational Acceptance will occur on or before 4 months from the commencement of work on **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1** (7 days from Award of the Contract) The Contractor will perform/submit the following within the Implementation Phase(maximum 4 months): Within one month of signing of the contract: Inception report consisting of : • Methodology to be adopted and variances to

		TOR, if any • Detailed project schedule • On-road unit deployment plan • Rescue Ambulance Procurement plan • Highway Surveillance co-ordination plan • Tow-away crane co-ordination plan • Manpower deployment plan hardware and software procurement plan for integration with Computer aided dispatch system/ GIS based emergency response and Within two months of signing of the contract: • On Road Units and manpower Training Plan • Training Plan for use of Computer aided dispatch system/ GIS based emergency response system • Progress report on overall project schedule and deployment plans / procurement plans submitted in first month • Standard Operating Procedures Within three months of signing of the contract: • 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 Site Acceptance Test (SAT) report • Factory Acceptance Test (FAT) report • Training Completion Report • Phonebook/directory of all personnel/bodies involved in Incident Management Within four months of signing of the contract: • On-road units deployment completion report • Commissioning Certificate for Computer aided dispatch system/ GIS based emergency

		response system and for rollout of On-road units 100% of the Service Area to be covered within the Implementation phase. The Contractor shall be responsible for Operation and Maintenance of On-road units & as per Service Level Agreements (SLAs) terms during the Contract period Any delays in adhering to the Implementation Schedule shall result in damages as provided in Clause 17 of the SCC. Details of information to be submitted in each of the report/plan as mentioned above is contained in Clause 8 "Detailed Project Schedule" in the Terms of Reference.
Clause 18	**Contractor's Responsibilities (GCC Clause 11)**	In addition to the Contractor Responsibilities stated in GCC Clause 11, the Contractor will have further responsibilities: 1. The Contractor shall ensure that the reports generated under the SLAs are not tampered by any human intervention; **2.** The Incident/s reported are genuine and not fake to affect the performance evaluation in any manner. All partners of the Consortium/JV shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms
Clause 19	**Employer's Responsibilities (GCC Clause 12)**	In addition to the Employers' Responsibilities stated in GCC Clause 12, the Employer will have further responsibilities: 1. Confirmation from Employer regarding provisioning of piece of land/area for

		setting up of Posts adjacent to the Service Area to be used by the Contractor. Further, the contractor may also be allowed to create a temporary living area with toilets space at its own cost on spare land available with NHAI (if any) within 50 sqm of area 2. Providing access from the Highway to the Service Area Employer agrees that Contractor shall not in any manner be liable for any delay arising out of Employer's failure to meet its responsibilities, including but not limited to levy of liquidated damages for any delay in performance of Services under the terms of this Contract.
Clause 20	**Contract Price, Reports and Terms of Payment (GCC Clause 13)**	**a) Contract Price** Escalation @10% per year from the start of second year of operation shall be given on the billable amount. The start of operation shall be taken as the date when 100% on-road units have been mobilized. **b) Reports for Tests and Progress of Project** The Contractor shall submit the following reports to the Employer with respect to the progress of the Project and also the SLAs forming basis for payment to the Contractor: Reports to be submitted in the **Implementation Phase as provided in Clause 8 (Implementation Schedule) of RFP**. **Other submissions:** **<u>Improvement Plan</u>** The Contractor shall submit an Improvement Plan if it fails to meet the requirements of the Contract in any

		one of the following ways: • Contractor receives a score of less than 90 points for two consecutive months; or • Contractor receives a score of less than 95 points for three consecutive months; or • Contractor receives a score less than the maximum for a particular criteria for three consecutive months (e.g. Rescue ambulance response time score in three months is less than 20) Further the Contractor shall be required to submit Change control process report as and when required by the Employer or his representative Requisite contents of the reports are mentioned in **Clause 8 (Implementation Schedule) of RFP**. **(c) Terms of Payment:** (i) The payment to be made by Employer to the Contractor will be in accordance with the milestones and payment Terms as detailed in Clause 10 of TOR Section in the RFP. (ii) Subject to the specific terms of the SLAs, the Contractor shall submit its invoices in accordance with the following principles: (a) Contractor will render a separate invoice for each milestone. Each invoice will include such detail as reasonably requested by Employer to satisfy internal accounting requirements, consistent with Employer historical practices provided in writing to the Contractor prior to the signing of the Contract. Upon the request of Employer, such

		invoices will also allocate charges among Service components, locations and departments In case of any clarification required by the Employer regarding the invoices raised by the Contractor, the Employer shall pay 80% (eighty) of invoice amount within 30(thirty) days of receipt of the same and the balance 20%(twenty) shall be settled after completion of clarifications/checks etc. However, in no case the 20% (twenty) of the remaining amount of the invoices be withheld by the Employer for more than 30(thirty) days. The interest on payment delayed beyond the above mentioned period shall not exceed the rate of 10%.
Clause 21	Performance Security **(GCC Clause 14.2)**	**Performance Security** Within 15 days from receipt of Letter of Award, unless otherwise extended by the Authority the Contractor shall provide an irrevocable performance bank guarantee (Performance Security) of an amount equivalent to 5 % of the annual Contract value. The Performance Security shall remain valid until a period of 28 (twenty eight) days after the expiry of the Contract. The Contractor, if required by the Employer shall provide additional Performance Security of 5% (of the annual contract price) if the bid is 20% lower than the average of all bids received. The validity will be same as original Performance Security.
Clause 22	**Taxes and Duties** **GCC Clause 15**	No SCC for this Clause
Clause 23	**Intellectual Property GCC Clause 16**	No SCC for this Clause

Clause 24	**Confidential Information** **GCC Clause 17.7**	No additional period for survival of this Clause 17.7 of GCC.
Clause 25	**GCC Clause 18.1** **GCC Clause 18.2.2**	The Employer's Nodal Officer shall have no additional powers or limitations." The Contractor's Representative shall have no additional powers and / or limitations to his or her authority to represent the Contractor in matters relating to the Contract.
Clause 26	**Implementation Plan(GCC Clause 19.2)**	**Procedure for Implementation Plan** Within 15(fifteen) days from the signing of the Contract, the Contractor shall present an Implementation Plan to the Employer. The Employer shall, within 10 (ten) days of receipt of the Implementation Plan, notify the Contractor of any issues in which it considers that the Implementation Plan does not adequately ensure that the proposed program of work, proposed methods, and/or proposed Vehicles, Equipment, Information Technologies, or Goods will satisfy the TOR and/or the SCC (in this Clause 19.2 called "non-conformities" below). The Contractor shall, within 3 (three) days of receipt of such notification, correct the Implementation Plan and resubmit to the Employer. When the Implementation Plan is free from non-conformities, the Employer shall provide confirmation in writing to the Contractor. This approved Implementation Plan shall be contractually binding on the Employer and the Contractor. However, in no case the finalisation of Implementation Plan can take more than 7 weeks months after which a penalty may be imposed on the Contractor by the Employer as

		deemed fit.
Clause 27	**Subcontractor(s)(GCC Clause 20)**	**<u>Sub-contractors</u>** There are no Special Conditions of Contract applicable to GCC Clause 20
Clause 28	**Approval/Review of Technical Documents by the Nodal Officer (GCC Clause 21.2)**	The Contractor shall prepare and furnish to the Employer's Nodal Officer the documents for milestones, reports specified in TOR Section of RFP and must obtain the Nodal Officer's approval before proceeding with work on the or any Subsystem covered by the documents.
Clause 28 A	**Procurement, Delivery, and Transport (GCC Clause 22.4.3)**	The Contractor shall be free to use transportation through carriers registered in any Eligible Country and shall obtain insurance from any eligible source country. Further, the procurement/transportation and delivery shall be done in a legal manner permissible in Employer's Country i.e. India.
Clause 29	**(GCC Clause (22.5))** **(GCC Clause 22.6) Customs Clearance**	The Contractor shall provide the Employer with shipping and other documents as specified in the GCC The Contractor will bear responsibility for, and cost of, customs clearance into India in accordance with the particular Incoterm(s) used for Vehicles, Equipment and other Goods supplied from outside India
Clause 30	**(GCC Clause 23) Product Upgrades**	• The Contractor shall integrate their system with all new versions, releases, and updates to all Software in the Computer aided dispatch system/ GIS based emergency response system during the contract duration period, for free, as specified in the GCC
Clause 31	**(GCC Clause 24) Implementation, Installation and Other Services**	The Contractor shall ensure that all Equipment, hardware, Software, etc. provided/installed by it are technologically compatible and can be linked with the 1033 Command Centre, and other Traffic management centres or National/ Command Centers in future.

Clause 32	**(GCC Clause 25) Inspections and Audit**	There are no Special Conditions of Contract applicable to GCC Clause 25
Clause 33	**(GCC Clause 26)** **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1**	There are no Special Conditions of Contract applicable to GCC Clause 26
Clause 34	**Operational Acceptance Test(s)(GCC Clause 27)**	Operational Acceptance Tests Operational Acceptance Testing shall be conducted in accordance Clause 3.9 of TOR
Clause 35	**Operational Acceptance Tests (GCC Clause 27.2)**	If the Operational Acceptance Test cannot be successfully completed within the time period as per the Implementation Phase payout terms as per Clause 10 of RFP or any other period agreed upon by the Employer and the Contractor, GCC Clause 27.3.5 (a) or (b) shall apply, as the circumstances may dictate.
Clause 36	**Operational Acceptance Time Guarantee (GCC Clause 28)**	If Contractor fails to set up the system the damages will be applied at the rate 0.5% of the contract value per week of delay in meeting the milestones and timelines as given in Clause 10 of the TOR, the Implementation Schedule, upto a maximum of 5% of the Contract value. Once the liquidated damages reach maximum limit, NHAI may consider termination of the contract and forfeiture of the Performance Security.
Clause 37	**Liability for Defects(GCC Clause 29.1)**	For Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1, including all Vehicles and Equipment, Information Technologies, Materials, and other Goods supplied and Services, exceptions or limitations to the Contractor's warranty obligations shall be as follows: **During the subsistence of the Contract**
Clause 38	**Liability for Defects (GCC Clause 29.3)**	The Contractor warrants that the following items have been released to the market for the following

		specific minimum time periods: **None**
	Liability for Defects(GCC Clause 29.4)	The warranty period for Operation and Maintenance phase shall begin from the date of Operational Acceptance of **Supply, Operation & Maintenance of Ambulances for National Highways in the Zone-1** or Subsystem and extend till end of contract or a period of 60 months whichever is earlier
	Liability for Defect(GCC Clause 29.9)	During the Operation and Maintenance Phase, the Contractor must commence the work necessary to remedy defects or damage within 12 hours of notification of such defects by the Employer.
	Intellectual Property Rights Warranty(GCC Clause 31)	No Special Conditions to this GCC Clause 31
Clause 39	Intellectual Property Rights Indemnity (GCC Clause 32)	Except to the extent that such losses, liabilities and costs arise as a result of the Employer's breach of GCC Clause 31.3
Clause 40	**Insurances(GCC Clause 37)**	In case the Contractor has a global insurance including India which covers the insurance for all the areas listed in GCC 37.1, the same will also be acceptable
Clause 41	**Force Majeure (GCC Clause 38)**	There are no Special Conditions of Contract applicable to GCC Clause 38
Clause 42	**Changes to the Scope of the Project(GCC Clause 39)**	For change of scope works, that involves a modification of the Service Area under the Contractor's purview, the Addition / Reduction in Contract Price shall be modified for such change of scope, calculated as follows: Contract Price modification due to Addition / Reduction inon-road unit = Number of units to be added / removed * Lease rent per Unit per month (as quoted by the bidder in the financial proposal or as per the last Revised lease rent in accordance with SCC clause 20)* number of months remaining the contract expiry The payment of the on-road units added/removed

		shall be effective from the time the actual on-road unit is commissioned at site. The change of scope orders shall also be deemed terminated in case of termination of the project or expiry of contract duration. For other change of scope, once the Employer communicates the decision to the Contractor for Change in scope of work, the Contractor shall, with due diligence, provide to the Employer such information as is necessary, together with detailed Documentation in support of: (a) the impact, if any, which the Change of Scope is likely to have on the Project; and (b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the equipment and labour costs calculated (c) a list of deliverables required for implementing the change; (d) a time table for implementation; Upon receipt of information, if the Employer decides to proceed with the Change of Scope, it shall convey its preferred option to the Contractor, and the Parties shall, with assistance of an Independent Third Party appointed by the Employer, thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the "Change of Scope Order") requiring the Contractor to proceed with the performance thereof. In the event that the Parties are unable to agree, the Employer shall, by issuing a Change of Scope Order, require the Contractor to proceed with the performance thereof pending resolution of the Dispute. All change of scope shall be issued after approval of NHAI

		The entire requirement of Ambulances of all Regional Offices of NHAI within zone-1 beyond the scope of other contracts can be catered to by the contractor. However, the maximum positive Change of Scope Order beyond which the agency can refuse to accept the Change of scope is subject to a maximum upper limit of 100% of the total Contract Price. The maximum negative Change of scope is subject to 50% of the total contract price.
Clause 43	**Extension of Time for Achieving Operational Acceptance (GCC Clause 40)**	There are no Special Conditions of Contract applicable to GCC Clause 40
Clause 44	**Assignment (GCC Clause 42)**	Contractor may assign the receivables under this contract to a financial or banking institution/organization engaged in the business of funding, with the prior consent of the Employer. However, the said arrangement between the Contractor and the financial or banking institution/ organization will not create any liability on the Employer in any manner to such financial or banking institution/ organization

Section – VIII

Appendix

Appendix – 1: 'Rescue Ambulance Specifications

Every rescue ambulance should adhere to the minimum specifications as described below and provide AIS-125 certification for each of its ambulance:

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 new vehicle with registration date after the issuance of LOA.

Performance Requirements

- 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.

ElectricalRequirements

- **General**
  - Electrical installations shall comply with those Clauses of IEC 60364-7-708 which are applicable to rescue ambulances.
- **Battery and alternator**
  - Batteries shall be positioned to allow maintenance without removing the battery from its securing device. The construction of the battery and all connections to it shall be such as to prevent any possibility of an inadvertent short circuit. Additionalbatteriesmayberequiredtopowerthemedicaldevicescarriedonboardand theintendeduseof therescueambulance.Insuchcases,themanufacturershallensureoptimalchargingof theadditionalbatterieswithoutanyimpactontheprimaryvehiclebattery.Theadditio nalcircuitshallnotdrawcurrentmorethatspecifiedbythemanufacturer.
  - IndicativeCapacity/Power(Thesevaluesaregivenasabroadguidelineonly.Themanu facturersmayalterthembasedonvehiclecharacteristicsandoperationalrequiremen ts) should be as per the below mentioned table

Indicative capacity/ power requirements

Additional Battery(ies)(if deployed)	NominalVoltage12V	80Ah
	NominalVoltage24V	63Ah(2x12V
Alternator Power		700W

- When the engine is idling, electrical stability should be maintained between electrical load and alternator output. In order to achieve this it may be necessary to fit an electrical load prioritization device to the vehicle.
- Manufacturer shall give declaration regarding the certified capacity of the electric system of the vehicle model in the following format:

Sr.No.	**Rescue Ambulance Type**	**Additional Electric Load of Medical Equipment's permissible(Watts)**
1	C/ Basic Life Support	XXX

- This shall be prominently displayed in the patient compartment at an appropriate location. Further each electrical socket provided in the patient compartment should be permanently labelled as regards its voltage and amperage.

- **Electrical installation**
  - Recessed externally mounted power connector to enable external power to be provided for operations such as the following:
    a) Charging battery (ies).
    b) Operating medical devices, when installed.
    c) Operating a stand-alone patient compartment heater, when installed.
    d) Operating an engine pre-heater, when installed.
  - The connector for 220/240 V, shall be a male connector and not interfere with the electrical and mechanical safety.
  - It shall be not possible to start the engine whilst it is connected to an external 220/240 V power supply unless an automatic mechanical disconnection is fitted. If no automatic mechanical disconnection is fitted, the connector shall be on the driver's side. The 220/240 V circuit shall be protected either by an "earth leakage device" with a maximum setting of 30 mA or by a separate transformer. If the protection is given only by an "earth leakage device" there shall be a label

near the plug that reads as follows: "CAUTION! CONNECT ONLY TO AN AUTHORISED SOCKET."

- The patient's compartment shall be fitted with a minimum 4 number of connections. For these connections a permanent power supply shall exist.
- Any additional electrical systems fitted to the base vehicle shall be separate from the base vehicle electrical system and the body or chassis shall not be used as an earth return for additional circuits. All circuits in the additional system(s) shall have separate overload protection. Overload protection may consist of either fuses or so called Electronic Management Control systems. All circuits shall be well defined and cables clearly marked at the connection points and at a maximum of 1m intervals along its length.
- The system shall have enough circuits and be so constructed that when/if a circuit fails all illumination and medical technical equipment can be switched to an alternative power source.
- The wiring and, where applicable conduits, shall withstand vibrations. No wiring shall be located in or pass through conduit intended for medical gas installation. The wiring shall not be loaded higher than that stated by the wire manufacture.
- Where there are different voltage systems, the connections shall be non-interchangeable.

Vehicle Body

- **Fire safety**
  - All interior materials shall comply with the flammability requirements specified in IS: 15061, as notified under CMV (A) R, 1989 though the standard does not cover rescue ambulance in the scope.
- **Fitment of fire extinguisher**
  - The rescue ambulance shall be equipped with Two fire extinguishers of 2 Kg each.
- **Minimum loading capacity**
  - The minimum loading capacity of at least 2 stretcher facilities in the patient compartment. Serious casualties/ patients must not be transported on patient compartment seat without use of stretcher & proper restraining support provided to the patient.
- **Partition wall**

- Full partition wall or a partition wall with a door or a window shall separate the driver's compartment from the patient's compartment. Where a door is fitted, it shall be secured against opening if the road rescue ambulance is in motion.
- One or two windows with a minimum separation of 100 mm shall be provided in the partition wall made of material complying with the requirements of CMVR. The windows shall allow direct visual contact with the driver. The opening area of the window shall have a maximum area of 0,12 m^2. It shall be secured against self-opening and shall have an adjustable blind or other means of preventing the driver being disturbed by the light of the patient's compartment.

- **Openings(Doors, Windows, Emergency Exits)**
  - General
    a) The driver seat shall comply with the requirements of AIS-023:2005 or IS:15546-2005 as applicable and notified under CMVR. There shall be a minimum of two openings – one at the rear (door/tailgate) and one at the side (door/window) of the patient's compartment. All openings shall have seals to protect against the ingress of water and dust.
    b) All openings shall comply with the minimum dimensions set out in the following table

		Dimensions in mm
Side Opening (Optional)	Height	1300
	Width	660
Rear Opening	Height	1300
	Width	1050

  - Doors
    a) Each external door of the patient's compartment shall be fitted with a security system which enables the following:
       - lock and unlock from inside without use of a key

- lock and unlock from outside with use of a key
- Unlock from the outside using a key when the door is locked from the inside.

b) **Note:**Thissecuritysystemmaybeintegratedwithanoptionalcentrallockingsyste m.Thepatient'scompartmentdoorsshallbecapableofbeingpositivelyrestrainedi ntheopenposition.Anaudibleorvisualsignalshallwarnthedriverwhenanydooris notcompletelyclosedwhenthevehicleisinmotion.Thekeycanbeamechanicalorn on-mechanicaldevice.

– Windows

a) In the patient's compartment, there shall be a minimum of two external windows. There shall be one on each side or one on the side and other at the rear. The windows shall be positioned or screened to ensure patient's privacy when required. Windows shall be fitted with safety glasses complying with the requirements of IS:2553 specified under Rule 100 of CMV(A)R, 1989.

– Stretcher loading

a) Loading area requirements shall be in accordance with the following table.

Loading Angle (Stretcher)	**Maximum**	**16o a**
Loading Height (Stretcher)	As per AIS-125	
The loading angle should be kept as low as possible		

b) Where a ramp or lift is installed between ground level and vehicle floor level it shall be covered with a anti-slip surface and capable of taking a constant load of 350 kg. In the event of a power failure the loading device shall be capable of being operated manually.

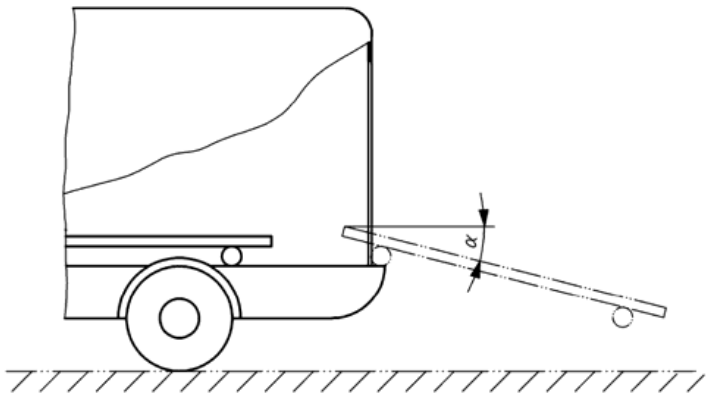


Figure 1: Loading angle for the stretcher

Patient's Compartment

- **General**
  - The patient compartment should have minimum internal dimensions of at least 2500 mm (length) x 1800 mm (width) x 1800 mm (height).
  - The patient's compartment shall be designed and constructed to accommodate the medical devices listed in the equipment table. The width of the patient compartment after installation of cabinets, etc. shall provide 40±15 cm clear aisle walkway between the main stretcher/undercarriage and the base of squad bench/attendant seats, with the main stretcher located in the street side (non-centered) position.
  - The length of the Patient Compartment shall provide atleast 64 cm and not more than 76 cm of unobstructed space at the head of the primary patient, when measured from the face of the backrest of the Doctor's/Paramedic's Seat to the forward edge of the stretcher.
  - The ceiling, the interior side walls and the doors of the patient's compartment shall be lined with a material that is non-permeable and resistant to disinfectant. The edges of surfaces shall be designed and/or sealed in such away that no fluid can infiltrate. If the floor arrangement does not allow fluids to flow away, one or more drain with plugs shall be provided. Exposed edges that could come into contact with the occupant's hands, legs, head etc., during normal use shall have a radius of curvature of not less than 2.5 mm except in the case of projections of less than 3.2mm, measured from the panel. In this case, the minimum radius of curvature shall not apply provided the height of the projection is not more than half its width and its edges are blunted. All installations in the patient

compartment above 700 mm from floor level shall not have sharp exposed edges and shall terminate in rounded edges. Sharp edges shall meet the requirements of IS 15223 for M1 and AIS-047 for M2 as amended from time to time. Medical equipment and their holding devices (for example stretchers, platforms, suction units etc.) are excluded. Drawers should be secured against self-opening and where lockers are fitted with doors that open upwards they should be fitted with a positive hold open mechanism.

- The rescue ambulance should be equipped with a lockable drugs compartment with security lock. Floor coverings shall be chosen that will provide adequate grip for the attendant including when wet and should be durable and easy to clean.
- The rescue ambulance should also be fitted with a hand-holding device positioned above the stretcher. The hand-holding device shall be positioned along the longitudinal axis. If the patient's compartment is to be equipped with a non-foldable chair, space shall be provided with a width of at least 600 mm measured at elbow height and a ceiling height above the seat squab of at least 920 mm. Vehicle maintenance equipment (e.g. Spare wheel and Tools) shall be placed such that accessing them does not cause inconvenience to the patient

- **Patient and attendant seating**
  - The minimum number of patient and attendant seats should be as per the following table:

Minimum number		**2**
Position(s)	On one side of the stretcher	1
	On one side of the stretcher upper2/3end	1
Position(s)at head of stretcher		-

- **Patient and attendant seat dimensions**
  - Patient and attendant seat dimensions shall be minimum of 381 mm X 381 mm per seat. Seats fitted in the patient compartment shall be installed in either forward / sideward / rear-facing positions and shall be fitted with Two Point (Lap Belt) or Three Point Retractable Safety Belts (preferred for forward / rearward facing seats) in conformance with IS:15140-2003. Head restraints shall

be fitted as applicable and in accordance with AIS-023:2005 or IS: 15546-2005. Backrests shall be constructed to a minimum dimension of 300 mm × 100 mm.

- **Patient compartment environmental equipment**
  - The patient compartment shall be heated, ventilated, and air conditioned as required in accordance with the criteria specified hereto.
- **Air conditioning criteria**
  - The cooling system should be such that, given an outside and inside temperature of 32°C, the cooling down to at most 27°C in the patient's compartment should not take longer than 15 min. After 30 min a temperature of at most 25 °C should be reached.
  - The inside temperature should be measured in the centre of the patient compartment and at the mid-point from the cooling outlets (if several outlets are available). The installation of the system shall not encourage exhaust gases entering the patient's compartment.
- **Heating**
  - If the heating system is provided, the system shall be such that given an outside and inside temperature of -10°C, the heating up to at least +15°C shall not take longer than 45 min. The inside temperature shall be measured in the centre of the patient compartment and at the midpoint from the heater outlets (if several outlets are available). The installation of the system shall not encourage exhaust gases entering the patient's compartment.
- **Interior lighting**
  - Natural colour balance lighting shall be provided as set out in the table below.
  - **Note:** The colour temperature of the light will change the appearance of skin and organs. Therefore it is important that the interior lighting is suitable for patient care during transport. Although it may not be necessary in rescue ambulance use to define "daylight" or "natural colour balance" in a more exact way other than the colour temperature. The colour temperature of the interior lights should be minimum 4000 Degrees Kelvin.

Patient's compartment illumination - Minimum intensity Lux	
Patient Area(Stretcher)	150
Surrounding Area	50

  - Light levels shall be measured along the central longitudinal axis of the stretcher at the head, mid-point and foot position with the stretcher in its normal position for transportation in the rescue ambulance.

- **Interior noise level**
  - The interior noise level in the patient compartment shall comply with requirements of AIS-020. During the test, the Siren of the rescue ambulance shall be kept in the Off position.
- **Ingress of dust and rain water**
  - All doors, windows and hatches shall not allow ingress of dust and rain water when in the fully closed position, when tested in accordance to IS : 11739 – 1986 as amended from time to time, for recording dust ingress in automotive vehicles, and when tested in accordance to IS: 11865 – 2006 as amended from time to time, for water proofing test for automobiles.
- **Mounting systems**
  - Permanent seats and their anchorages in the patients' compartment, designed for use by patients and attendants when the rescue ambulance is in motion, shall comply with the requirements of IS 15546:2005 (for M1 category vehicles) and AIS-023 :2005 (for other than M1 category vehicles).
  - All items e.g. medical devices, equipment and objects normally carried on the road rescue ambulance shall be restrained, installed or stowed to prevent them becoming a projectile when subjected to accelerations/decelerations of 10 g in the forward and rearward directions.
  - When subjected to these accelerations/decelerations, the distance travelled by an equipment or an item shall not endanger the safety of persons on the road rescue ambulance.
  - After being subjected to these accelerations/decelerations:
    a) No items shall have sharp edges or endanger the safety of persons in the road rescue ambulance;
    b) The maximum distance the stretcher and any item attached to either the holding assembly or stretcher may travel shall be no more than 150 mm. The displacement of the patient during the test may exceed 150mm;
    c) it shall be possible to release all persons in the road rescue ambulance without the use of equipment not carried on the road rescue ambulance.
  - All tested lockers, rails and non-dedicated storage locations or storage devices shall be labelled to show the total maximum permissible weight allowed.

Testing of Maintain Systems and Fixations of the equipment in the Patient's Compartment

- Verification of conformity to fixation and maintain systems shall be made when the stretcher(s) / medical device(s) and holding assembly is placed in the mean position of all possible positions available.
- The sample submitted for test, shall be identical to or have the same characteristics and behaviour during test as would the production item or vehicle. Note: Care should be taken that no internal/external additional reinforcement through the rig will modify the behavior during test.
- The stretchers and chairs shall be loaded with a dummy (as specified in IS 15140 :2003) which is then secured with the restraint system.
- The head end of the stretcher shall be fixed in a position of 15° measured from the horizontal. The lying area of the stretcher tray assembly (holding assembly) shall be in a horizontal position.
- The stretcher shall be fixed on the stretcher's holding assembly. The sedan chair when provided shall also be fixed in its holder.
- The dynamic tests can be carried out with the appropriate stretcher(s) or medical device(s) installed or stowed in the holding system(s) or with weights having the mass distribution and dimensions corresponding to the mass and dimensions of the stretcher(s) and device(s) intended to be installed on or stowed in the holding system.
- In case of dynamic testing, the dynamic test shall be carried out using a patient's compartment assembly or a relevant part of the construction approved by the notified body and the following test method:
  - The test assembly shall be accelerated/decelerated in the longitudinal and transverse and vertical directions accordance with the figure below.
  - The impact speed shall be between 30 km/h and 32 km/h.
  - Test weights for use in lockers should be sand bags with masses in kg increments, with a tolerance of +10% - 0%.

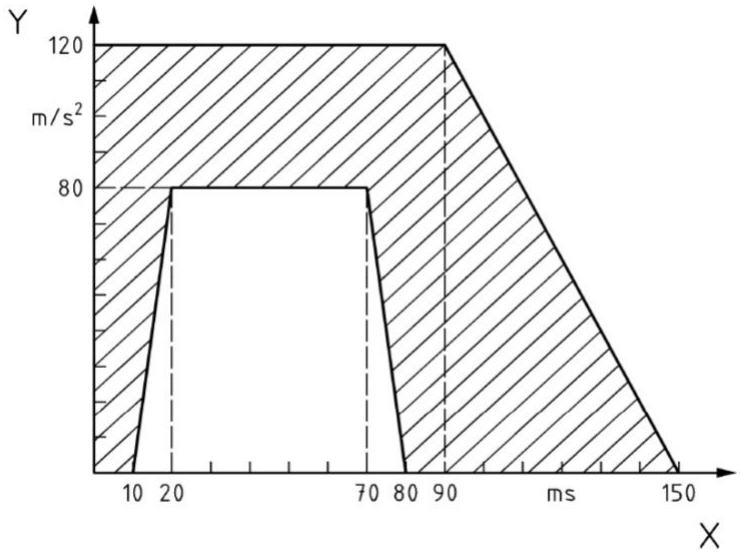


Figure 2: Figure2:Accelerationimpulse

Medical Devices& On-board equipment

- **Medical Devices Storage**
  - All equipment required for a set procedure shall be stored in a specified location. Essential equipment required for use outside the vehicle shall be easily accessible via normally used doors. All equipment shall be securely and safely stowed to prevent damage or injury whilst the vehicle is in motion.
- **Requirements for Medical Devices**
  - General
    - The device shall be designed for use in mobile situations and in field applications. If a medical device is designated as "portable", which is mandatory for use inside an rescue ambulance (except main stretcher, pickup stretcher, vacuum mattress & long spinal board). it shall be in accordance with IEC 60601-1 and shall

      a) Be possible to be carried by one person

      b) Have its own built in power supply (where relevant)

      c) Be capable of use outside the vehicle

      d) Be placed preferably along the street side wall of the patient compartment or along the ceiling ensuring the minimum possible distance to be connected to the patient without hindering the movement of personnel around the main stretcher

- Temperature
    - Unless otherwise marked on the device, the device shall function as described in the following two points, when brought back to room temperature (20°C) after storage in temperatures ranging from-30°C to 70°C.
    - Unless otherwise marked on the device, the device shall function through out the temperature range from0°Cto40°C.
    - Unless otherwise marked on the device, the device shall function for atleast 20 min when placed in an environment at-5°C after storage at room temperature(20°C).
- Humidity and ingress of liquids
    - Devices shall comply with ISO 60601-1 and with particular device standards of the series ISO 60601-2 where applicable.
- Mechanical strength
    - General: Where there are not more stringent requirements for mechanical strength in particular devices standards exists, then the following mechanical strength requirements shall apply to medical devices for use in road rescue ambulances.
    - Vibration and bump**:** After vibration tests and bump test in accordance Vibration & Bump test, the maintain system and device shall function within the tolerances specified by the manufacturer.
    - Freefall**:** If the medical device is fixed, as defined in ISO 60601-1 it is exempted from the free fall test. Devices which are taken out of holders and/or carried by hand shall be submitted to the free fall test according to the Free Fall test (mentioned subsequently) and shall then function within the tolerances specified by the manufacturer.
    - **Note:** A medical device may consist of fixed and loose components, the free fall test applies to the loose components only.
- Fixation of devices
    - The device shall be restrained by means of a fixation system.
    - The fixation system(s), maintain system(s) or storage system(s) shall hold the device to withstand accelerations or decelerations of 10 g longitudinal (forward, backward), 10 g transverse (left, right) and 10 g vertical.
    - Terminal units and electrical socket outlets shall not be used as part of the

fixation system.

- If rails systems are used, they shall comply with ISO 19054. **Note:** Rail systems consist of e.g. rail supports, rails, rail clamps, equipment mount holders, equipment mounts, equipment pin holders and equipment pins.

– Electrical safety

- All devices shall be selected and mounted so that no harmful influence to the electrical supplies results.

– User interface

- Buttons, switches, indicators and controls shall be easily accessible and visible. SI units (except for blood pressure and airway pressure) and standardized graphical symbols where applicable shall be used.

– Gas installation

- All the components should be certified as per ISO/TC 121/SC6 and ISO-15001:2003 as "Compatibility of Medical Equipment with Oxygen"
- Source of supply

a) The source of supply shall consist of one or more of the following, as per the requirement of the source supplies in the different types of road rescue ambulances.

i. Gas in cylinders, e.g. Oxygen

ii. Any other compressed medical gas as required for treatment and therapy of patients.

iii. Vacuum system

b) **Note:** All the components of the source of supply should be certified as per ISO:7396.

c) Allcompressedgascylindersexceptforsizesupto2.2LWaterCapacity,must bestoredandusedinanuprightpositionwiththevalveendup.Onlyspecialc ompressedgascylindersdesignedandcertifiedforuseinahorizontalpositi oncanbeplacedinthatposition.

d) Thevalveofthecompressedgascylinderwhenisataheightofmorethan150 0mm.fromthegroundlevel,thecylindercompartmentshouldbeprovided withanretractable/foldable/flushed/enclosedfootsteptopermittheuser tostandcomfortablytoaccessthecylindervalveatthetimeofchangingthec ylinders

e) Thecylindercompartmentshouldhavefacilitytoplacetheregulatorssafely

atthetimeofreplacingemptycylindersandfittingfilledones.

f) Rescue ambulancesshouldneverbeoperatedwithlessernumberofcylindersasspecifiedin equipment table.

- Systemdesign

a) The rescue ambulance whenever fitted with a stationary oxygen system, shall have all the essential components and accessories required for two sets of piped oxygen system which shall include as a minimum:

i. One no. Pressure Regulator for each of the supply sources (stationary as well as portable)

ii. Low pressure, electrically conductive, hose approved for medical oxygen.

iii. Oxygen piping concealed and not exposed to the elements, securely supported to prevent damage, and be readily accessible for inspection and replacement.

iv. Oxygen piped to a self-sealing duplex oxygen outlet station for the primary patient with a minimum flow rate of 100 LPM at the outlet.

In addition to the above, the ambulance shall have hospital type piped medical oxygen system (manifold) capable of storing and supplying medical grade oxygen. The system should comprise of an oxygen cylinder manifold as specified, a cylinder changing wrench, chained and clipped with/within the oxygen cylinder compartment; a pressure regulator; oxygen piping approved for medical oxygen; a duplex oxygen outlet station with quick-disconnect interface for the primary patient and a second duplex oxygen outlet station with quick-disconnect interface for the secondary patient. A medical grade oxygen pressure regulator with inlet filter & static outlet pressure of 4.12 bars / 60 psi shall be provided at the cylinder manifold. It shall include a pressure gauge, an inlet filter, a safety relief valve; a locking mechanism to prevent settings from being inadvertently changed; shall maintain accurate readings and calibrations during ambulance operation and not be affected by the temperature conditions. The manifold should have oxygen cylinders of B or D size only (minimum one D & one B type cylinder / equivalent). An adapter to refill the cylinders from a bulk cylinder should be provided.

b) The patient cabin shall have a digital display panel for oxygen supply status. The display panel should be certified for use with Medical Oxygen and should have three individual values displayed to constantly indicate the pressure

level of both the cylinders as well as the distribution pressure level. The digital displays should show the actual pressure measured by three individual digital pressure sensors as per the pressure level under monitoring (one each for both the cylinders and one for the line pressure).

c) The changing from one cylinder to the other should not affect the distribution pressure in any way and this change over should occur as fully automatic operation.

d) The rescue ambulance shall be supplied with an emergency oxygen outlet for each of the stationary oxygen system available on any of the walls of the patient compartment easily accessible to the patient head end and connected directly at the output of the pressure regulator of the stationary oxygen system ensuring that any fault in the oxygen distribution system would ensure uninterrupted oxygen supply to the patient. The terminal outlets shall be of the same design and operational criteria as the self sealing duplex outlets of the distribution system.

e) Outlets shall be adequately marked and identified and not interfere with the suction outlet, whenever provided.

f) Stationary oxygen system shall be accessible from outside of the vehicle and shall be physically isolated from the patient as well as the driver compartment

- Gas piping

a) Gas piping shall not pass through cupboards and compartments, all ducts for gas installations or gas piping shall be vented.

b) The use of remote high pressure lines and gauges are not allowed.

- Stationary oxygen supply

a) The stationary oxygen supply shall comprise a source in accordance with equipment table (under normal temperature and pressure) pressure regulators and terminal units or pressure regulators with flow metering devices. Rescue ambulances should never be operated with lesser number of cylinders as that designated.

- Portable oxygen supply

a) The portable oxygen supply shall comprise a source in accordance with the equipment table (under normal temperature and pressure) and a pressure regulator with flow metering device.

- Pressure regulators and flow metering devices

a) The pressure regulators shall be directly connected to the source of supply and shall comply with the following as applicable:

b) ISO 10524-1:2006, Pressure regulators for use with medical gases - Part 1: Pressure regulators and pressure regulators with flow-metering devices.

c) ISO 10524-3:2005, Pressure regulators for use with medical gases - Part 3: Pressure regulators integrated with cylinder valves.

d) Flow metering devices for connection to terminal units and for connection to flow-rate control units shall be of dial type without any floats and shall conform to ISO 15002.

- Terminal units

a) Terminal units shall comply with the requirements of ISO-7396.

b) The components of terminal unit should be cleaned as defined in "Compatibility of Medical Equipment with Oxygen" as per ISO/TC 121/SC6 and ISO-15001:2003.

c) The terminal outlet should have an hexagonal geometrical profile to permit only geometrically matching adapters.

d) The process of inserting the probe into the terminal unit of the distribution system as well as pressure regulators shall be:

i. anaxialforcenotexceeding100Nand/or

ii. atorquenotexceeding1N-m

e) The process of releasing the probe from the terminal outlet should be by

i. Applying an axial force having torque not more than 1N-m and not less than 0.1N-m.

ii. Applying a push or pull force of not more than 110 N and not less than 20N.

f) When all locking provisions have been released, disconnection of the probe from the terminal unit shall require a force of not more than 100 N.

g) Danger to personnel can occur as a result of the rapid expulsion of probes from terminal units. The design should prevent this from occurring.

h) The terminal outlets should be colour coded as per ISO-32:1977 colour coding.

- Pneumatic power supply

a) If the road rescue ambulance is equipped with terminal units, the range of

operating pressure shall be

i. forcompressedmedicalgases3.5±0.5Bar

ii. forvacuum≤0.4Barabsolutepressure and the maximum allowable pressure change between the source of supply and the terminal units shall be

iii. forcompressedmedicalgases10%ataflowof40l/min;

iv. forvacuum20%ataflowof25l/min.

- Additional outlet connectors

a) For road rescue ambulances complying with Pneumatic power supply, one additional outlet connector (i.e. a terminal unit or a gas specific connection point) complying with the primary outlet shall be fitted in addition to the outlet connectors necessary for the devices intended to be normally used.

- Test Pressure

a) The gas piping shall withstand a pressure of 8 Bar i.e. twice the maximum operating pressure of 4 Bar.

b) Note: This pressure is also the maximum pressure supplied by pressure regulators in single fault condition.

- Pin-Index Cylinder Valves

a) Pin-index outlet connections of cylinder values shall comply with IS 3224.

- Flexible Hoses

a) Flexible hoses for connecting medical devices to outlet connectors (i.e. terminal units or a gas-specific connection points) shall comply with ISO 5359-2008. If flexible hoses are used between the pressure regulators and the terminal units, the requirements of ISO 11197 apply.

- Alarms

a) The alarm level would be as per IEC 60601-1-8-2006.

- Marking and Instructions

a) Marking and instructions for use shall comply with Annexure 1 of AIS 125. Operating and maintenance instructions, service records and any other appropriate regulations shall accompany the product.

b) Standardized symbols should be used or it should be written in English or any other local language of the area where the equipment is to be used. Usage of any other local languages are not mandatory but is only advised.

- Maintenance

  a) The manufacturer shall supply instructions for carrying out preventive maintenance.

- **MechanicalStrength-TestMethodsforMedicalDevicesforuseinRoadR e s c u e Ambulances**
  - Vibration and bump test – The medical devices shall be submitted to the following tests:
    - Vibration(sinusoidal)accordingtoIEC60068-2-6,TestFc
    - Frequencyrange:10Hzto150Hz
    - Amplitude/acceleration:±0,15mm/2g
    - Sweeprate:1octave/minute
    - Numberofsweepcycles:4ineachaxis
    - Randomvibrationbroad-band–reproducibilitymediumaccordingtoIEC60068-2-64,TestFh
    - AccelerationSpectralDensity10Hzto20Hz:0,05g^2/Hz
    - Acceleration Spectral Density 20 Hz to 150 Hz: 0,05 g^2/Hz, -3 dB/Octave
    - Total RMS acceleration 1,6 grms
    - Duration/axis/mounting: 30 min
    - Bump according to IEC 60068-2-27, Test Ea
    - Peak acceleration: 15 g
    - Acceleration Spectral Density
    - Pulse duration: 6 ms
    - Number of bumps: 1000
    - Direction: vertical, with the medical device in its normal operating position(s)
  - Freefall – The medical device shall, while functioning, be submitted to the following test:
    - FreefallaccordingtoIEC60068-2-31,TestEc
    - Heightoffall:0,75m
    - Number of falls: One on each of the six sides / surfaces of thedevice

- **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 be225kg.
  - 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 be fitted/ carry the following list of equipment with them at all times.

S No.	Equipment	Quantity
1	Scoop stretcher (lightweight aluminum stretcher, length 1600 mm - 2000 mm, width - minimum 42 cms, loading capacity - minimum 150 kgs) conforming to EN 1865 standard	1
2	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	1
3	Set of fractures/ splints made of mouldable 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

S No.	Equipment	Quantity
4	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)	2 each
5	KED extrication device	1
6	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	2
7	Manual resuscitator with oxygen inlet and mask	2
8	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
9	Suction Catheter (12 & 16)	2 each
10	Laryngeal mask airway (for both kids & adults)	2 each
11	Equipment for injections and infusions set (IV Sets)	2
12	Infusion mounting	2
13	Tourniquet (multiple sizes) conforming to IS 7971:1987	2
14	Nebulizer conforming to IS 9462: 1980	2
15	Manual B.P. Monitor (cuff size: 10 cm - 66 cm)	2

S No.	Equipment	Quantity
16	Portable Automatic B.P., heart rate & saturation monitor	2
17	Oximeter of ISO 9919 standards	2
18	Stethoscope conforming to IS 3391: 1965	2
19	Thermometer (min: 28 degrees to 42 degrees Celsius)	2
20	Device for blood sugar determination	2
21	Diagnostic Light	2
22	Blanket	2
23	Non woven stretcher sheet	2
24	Kidney bowl	2
25	Vomiting Bag	2
26	Non-glass urine bag	2
27	Waste bag	2
28	Bed Pan	2
29	Sharps container	2
30	Sterile surgical gloves, pairs	5
31	Non-sterile gloves for single use	100
32	Basic protective clothing including high visibility reflective jacket	3
36	Safety/ debris gloves	3
37	Safety shoes	3
38	Safety helmet	3
39	Personal protection equipment against infection including disinfectants	3
40	Fire extinguishers (minimum 2 kgs) complying with IS: 13849 or IS: 2171)	2
41	Hammer	1
42	Shovel	1
43	Hydraulic Cutter/ Spreader	1
44	Warning Triangle Lights	4
45	Spotlight	1
46	Public addressal system	1

S No.	Equipment	Quantity
47	Two way radio transceiver or better technology for mobile communication with highway surveillance team, tow away crane &1033 control room	1
48	Internal phone within patient compartment for communication with driver	1
49	Automated vehicle tracking system with GPS/VTS technology for continuous tracking of vehicle location with AIS-140 certification	1
50	Mobile/Tablet for integration with IT solution of NHAI with atleast 4GB RAM and atleast 32 GB storage	1

- **List of medicines & dressing material to be carried in rescue ambulance at all times:**

S No.	Medicines & Dressing Material	Quantity
1	Band-Aids	20
2	BETADINE SOLUTION 500ml (bottle)	1
3	Cotton roll 500gm	1
4	Crape bandage 15cm x 4mtr	2
5	Crape bandage 7cm x 4 mtr	2
6	DRESSING PAD 10CM X 10CM (pre-sterilized)	10
7	DRESSING PAD 10CM X 20CM(pre-sterilized)	10
8	Elastoplast (dyna plaster) 10cm	2
9	Gauge cloth 80cm x 18 mtr	1
10	Gauge rolls 4 "	1
11	Gauge rolls 6 "	1
12	Plain bandage of various sizes	3
13	HYDROGEN PEROXIDE 400ML (bottle)	1
14	Micropore tape 2",4"	2
15	SURGICAL SPIRIT BOTTLE 500ML (bottle)	1
16	Glucose 100gm	2

S No.	Medicines & Dressing Material	Quantity
17	I V FLUID DEXTROSE 25% (bottle)	5
18	I V FLUID NORMAL SALINE (bottle)	10
19	I V FLUID RINGER (RL) (bottle)	10
20	I V FLUID 5% GNS (bottle)	5
21	Inj adrenaline 1ml	5
22	Asthalin-neubilizing solution	5
23	Inj atropine 1ml	20
24	Injavil 2ml	5
25	Budesonide-neubilizing solution	5
26	Inj distilled water 5ml	5
27	Injdizazepam 2ml	5
28	Inj hydrocortisone 100 mg	5
29	Injlasix 2ml	5
30	Injparacitamol 2ml	5
31	Injrantidine 2ml	5
32	Inj tramadol 2ml	5
33	Injtranexaminic acid	4
34	Injneostigmine	4
35	Inj haemaccel	2
36	Injmetaclopromide	5
37	Inj phenytoin	5
38	Injhyosymine bromide or dicyclomine hydrochloride	5
39	Injmethargin	5
40	Ors 4.20gm	10
41	SYP ANTACID ANAESTHETIC GEL (bottle)	1
42	SYP PARACITAMOL 60ML (bottle)	1
43	TAB ACTIVATED CHARCOAL (strip)	1
44	TAB CLOPIDOGREL (strip)	1

S No.	Medicines & Dressing Material	Quantity
45	TAB DISPRIN/ASPRIN (strip)	1
46	TAB PARACETAMOL (strip)	1
47	TAB ISOSORBRITE DINITRATE 5MG SUBLINGUAL (strip)	1
48	XYLOCAINE (WOCAINE GEL) 2% 30GM JELLY (tube)	1
49	INJ TETANUS TOXOID	10
50	INJ VOVERAN	1
51	BACTERIOSTATIC WATER FOR INJECTION	1
52	INHALER SALBUTAMOL (200 micrograms)	1

Rescue Ambulance Manpower

- **1 trained EMT staff with the following qualifications/ experience**
  - Basic qualification of EMT – Diploma in E.M.T-the paramedic staff should preferably be trained on National Skills Qualification Framework (NSQF) aligned courses with certification from HSSC or any other Government Recognized Agency.
  - 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 certified from Healthcare Sector Skill Council (HSSC), a Non-Statutory Certification Body under ambit of Ministry of Skill Development & Entrepreneurship (MSDE), or any other Government Recognized Agency.
  - Minimum 2 years of relevant experience in first-aid and life saving emergency skills including spinal immobilization, bleeding control, oxygen therapy, defibrillation and medicine administration.
  - At least one training (minimum one month) in tertiary care institution or at a recognized institute with experience in handling life-saving equipment.
  - Basic training in extrication
- **1 Driver**
  - Valid license to drive an rescue ambulance
  - Ability to read/ write & maintain log books
  - Basic training in delivering first aid & victim extrication

Rescue Ambulance Branding & Recognition

- **Recognition and visibility of rescue ambulances**

The Rescue Ambulance Conspicuity Code is split into six Sections.

i. Colour
ii. Conspicuity Improving Items(C2I)
iii. Emblems
iv. Warning Lights
v. Sirens
vi. Recognition of personnel

The Section "colour" describes the vehicles basic colour. The Section "Conspicuity Improving Items" or "C2I" includes all Symbols and Marking defined as such by this standard. The Section "Emblems" refers to every item that doesn't fall under the definition of C2I which can be private company signs or corporate identities. The Section "Warning Lights" describes colour, position, alignment, luminosity, photometric brightness, flash patterns and electrical current consumption of all used warning lights. The Section "Sirens" determines the volumes, frequencies and electrical current consumption of all used sirens and speakers.

- **Colour**
  - The basic colour of the complete exterior should be royal blue, front, rear and side bumpers included. The colour should be weather resistant and with stand daily cleaning and washing. The above mentioned colour scheme is only indicative and the actual colour scheme shall be as per AIS-125.
- **Conspicuity improving items**
  - This definition includes all marking and symbols as shown in the figure below. All C2I-markings should be in brilliant red, RAL- Code 3024 and in retro reflective quality. Conspicuity Improving Items defined by this standard are: chevron patterns in red/silver and red/yellow, Battenburg patterns, "AMBULANCE" markings, the Star of Life and the emergency number symbol. All "AMBULANCE" markings must follow a 7:1 ratio, length to height.
  - **Front:**Nolessthan50%ofthefrontsideofthevehicleshouldbesulfuryellow,RAL-Code1016incontrasttonolessof10%brilliantred,RALCode9010.Theword"AMBULANCE"onyellowbackground,minimumof65%ofthehoodwidth,shallbeinmirrorimage (reverse reading) for mirror identification by driversahead.Thefrontbumperoratleastthelowervehiclefrontupto70cmorasuitabl

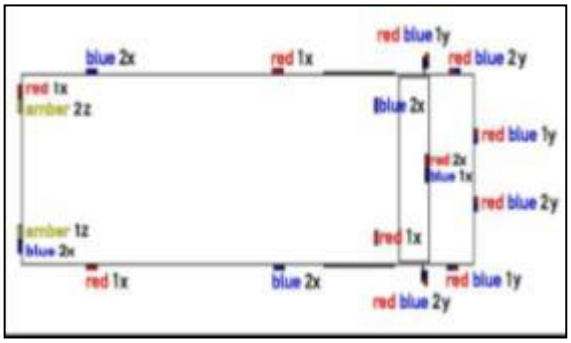
eheightwithin±30cmshouldbeequippedwithretro-reflectivestripinginachevronpatternslopingdownwardandawayfromthecentrelineofthevehicleatanangleof45degrees.Eachstripeinthechevronpatternshallbesinglecolouralternatingbetweenfluorescentredandsilver.Eachstripeshallbe6in.(150mm)inwidth.

- **Side:**ThesideofthevehicleshouldbeequippedwithatwolinedredBattenburgpatternonthewhitegroundcolour.StartingatthevehiclefronttheBattenburgsquares,withasizeof25cmx25cm,shouldreachthemiddleofthevehiclesideandendinatopsquare,followedbyan"AMBULANCE"markingonthesameheight.The"AMBULANCE"markingshouldbeatleast80%oftheBattenburgsquaresheighthigh.ThefronthalfoftheBattenburgpatternshouldbered/yellowsquares.ThebottomlineoftheBattenburgpatternshouldbe25cmabovethebottomlineofthevehicleschassis,sothatthetoplineoftheBattenburgpatternreaches75cmabovethechassisbottomline.Displayedontheupperhalfoftheleftsideshouldbea"StarofLife"symbol,withasizeof40cmx40cm,andtheemergencynumberlogo,withasizeof40cmx75cm.Theverticalcentrefrombothofthemshouldmatchtheverticalcentreofthesidewindowsofthedrivercabin.Contour markingsinformofanon-continuousretro-reflectingsilverstripe(eachpart3cmx10cm)shouldbeappliedtothesideprofiletoenhanceconspicuityofthevehicle.The words "BasicLifeSupport"shallbemarkedrespectivelyjustabovethewordambulanceinsizenolessthan50%ofthesizeoftheword"AMBULANCE"
- **Rear:**Nolessthan50%oftherearofthevehicleshouldbeequippedwithachevronpatternslopingdownwardandawayfromthecentrelineofthevehicleatanangleof45degrees.Eachstripeinthechevronpatternshallbesinglecolouralternatingbetweenfluorescentredandyellow.Eachstripeshallbe6in.(150mm)inwidth.Toensurethatthestandardrearlightsofthevehiclearenotcamouflagedbythechevronstriping,thechevronstripingmustprovideadistanceofnolessthan10cmtothestandard rear lights. The word "AMBULANCE" on yellow background, minimum of 65% in width of the rear facing side of the vehicle but not smaller than 70 cm in width, must be mounted at the bottom end of the rear facing doors. Displayed on the left back window should be a "Star of Life" symbol, with a size of 85% of the window, and on the right back window the emergency number logo with the same size. The rear bumper should be provided with the same chevron pattern as the front one. Contour markings inform of an on-continuous retro-reflecting silver stripe should be applied to the rear profile to enhance conspicuity of the vehicle.
- Mild variation in sync with the vehicle design shall be permitted in these markings subject to the fact that not doing so was unavoidable.

- **Emblems**

- NHAI emblem should be placed in allowed instead of "XXX" in a non-reflecting manner and the size can't be bigger than 60% of the "AMBULANCE" markings. Ambulance Calling Number 0134 must be displayed prominently on the side and back of the Road rescue ambulance.

- **Warning lights**
  - All warning lights have to be mounted rectangular to the horizontal ground. They must provide 100% of their intensity in a vertical angle of ±4 degrees and 50% in a vertical angle of ±8 degrees. The minimum intensity is for blue and red lights at 100cd at daylight and 200cd in the night. The horizontal minimum angle should be at least 45 degrees. All lights must flash between 2Hz and 4Hz and should be mounted as on the graphic below



Flash Pattern

1. Indicates light flashing the same time
2. Indicates light flashing
3. 180 degree out of phase with 1
4. 'x' indicates 'ON' lights in primary and secondary mode
5. 'y' indicates 'ON' light only in primary mode
6. 5 'z' indicates 'ON' light only in secondary mode

  - Lightsmarkedwith"redblue"mustshowredandblueinonepieceoneatatime.Indaytimetheymustflashredinnighttimetheymustflashblue.Twolightshavetobemountedinthelowermiddlewindshieldonlyflashingtotheoutsideofthecar.Alllightsshouldbeflashingasshowninthegraphicabove.ToswitchfromPrimaryintoSecondaryModetherehastobeoneswitchthatallows only one mode.

- **Sirens**
  - Allsirenloudspeakershavetobemountedonthefrontofthevehicle.Hiddeninstallationisallowed.Themainsounddirectionmustbeindrivingdirection.Permittedarewailandyelpsignalsthatcyclebetween10-18respectively150-250perminuteatansoundpressurelevelof110dB(A)to120dB(A).Thesirensshouldb

etestedinaccordancewithIS1884(thoughnotcoveredinthestandard).Thefrequency rangemustbeatleastoneoctaveandshouldbebetween500Hzand2.000Hz.Anadditio nalelectronicairhorncanbeused.Furtherthereshouldbeapublicaddresssystemthat canbeworkedatalltimesergonomicallyfromthedriver'sseat.Thesirenswitchcanonl ybeusedifthewarninglightsareon.

- **Recognition of personnel**
  - Safety garments for rescue ambulance personnel should conform to at least ISO 14116:2008.

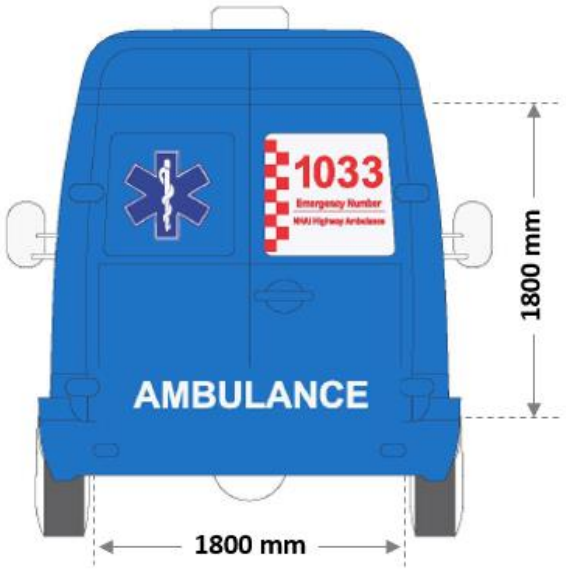


Figure 3 : Rescue Ambulance – Back View



Figure 4: Rescue Ambulance – Front View

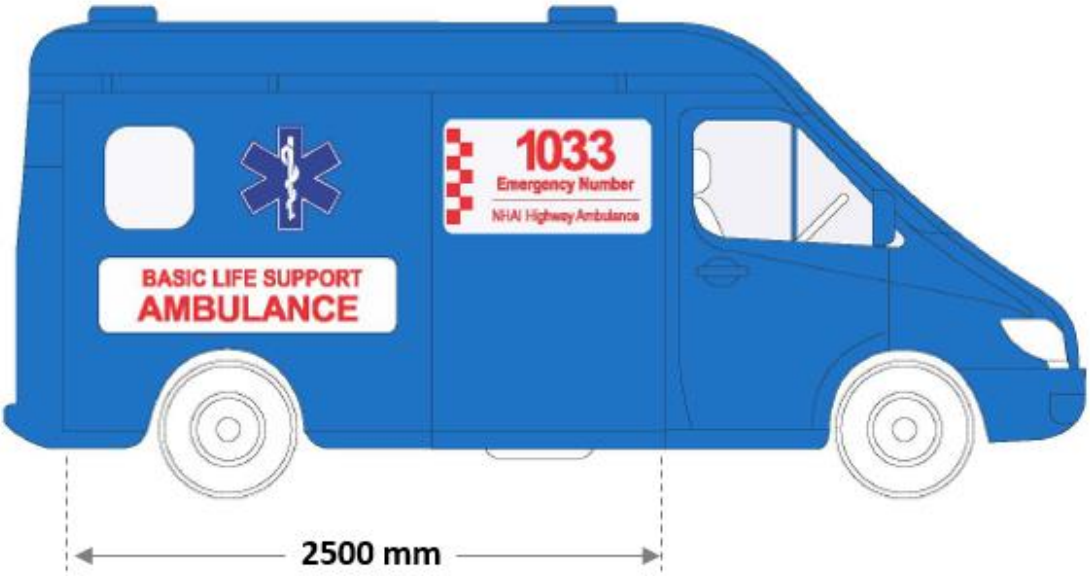


Figure 5: Rescue Ambulance Side View

Appendix: 2: Service Area

Regional Offices under Zone-1

S No.	Name of NHAI RO
1	Chandigarh
2	Dehradun
3	UP East
4	UP west
5	Jammu
6	Shimla
7	Delhi

Appendix: 3: Dispute Resolution, Conciliation & Arbitration

.1 Dispute Resolution

Dispute Resolution

(i) In the event of any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") either Party may call upon the Independent Authority, to mediate and assist the Parties in arriving at an amicable settlement thereof.

(ii) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

(iii) Dispute Resolution Board (DRB):

Failing mediation by the Independent Authority or without the intervention of the Independent Authority, either Party may require such Dispute to be referred to the Dispute Resolution Board ("DRB") in accordance with the procedure setforth in the Contract Agreement. The decision(s) of the Dispute Resolution Board shall be binding on both parties who shall promptly give effect to unless and until the same is revised/ modified, as hereinafter provided, in a Conciliation/ Arbitral Tribunal.

#.2 Conciliation

If either the employer or the Ambulance Contractor is dissatisfied with any decision of the DRB, and/ or if the DRB is unable to resolve the dispute, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause #.3 but before resorting to such arbitration, the parties agree to explore conciliation by the Conciliation Committees of Independent Experts set up by the Authority in accordance with the procedure decided by the panel of such experts and notified by the Authority on its website including its subsequent amendments. In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration Act. In case of failure of the conciliation process even at the level of the Conciliation Committee, either party may refer the Dispute to arbitration in accordance with the provisions of Clause #.3.

#.3 Arbitration

Any Dispute which is not resolved amicably by conciliation as provided in Clause #.2 shall be finally settled by arbitration as set forth below:

i) The Dispute shall be finally referred to Society for Affordable Resolution of Disputes (hereinafter called as SAROD), a Society registered under Society's Act, 1860 vide Registration no. S/RS/SW1049/2013 duly represented by Authority and National Highways Builders Federation (NHBF). The dispute shall be dealt with in terms of Rules of SAROD. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD and provisions of Arbitration &

Conciliation Act, 1996, as amended from time to time. The Dispute shall be governed by Substantive Law of India.

ii) The appointment of Tribunal, Code of conduct for Arbitrators and fees and expenses of SAROD and Arbitral Tribunal shall also be governed by the Rules of SAROD as amended from time to time.

iii) Subject to the provisions of THE LIMITATION ACT, 1963, as amended from time to time, Arbitration may be commenced during or after the Concession Period, provided that the obligations of Authority and the Concessionaire shall not be altered by reason of the Arbitration being conducted during the Concession Period.

iv) The venue of Arbitration shall be New Delhi or a place selected by governing body of SAROD and the language for all documents and communications between the parties shall be English.

v) The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be shared by each party itself.

#.3.2 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article # shall be final and binding on the Parties as from the date it is made, and the Ambulance Contractor and the Authority agree and undertake to carry out such Award without delay.

#.3.3 The Ambulance Contractor and the Authority agree that an Award may be enforced against the Ambulance Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.

#.3.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. Further, the parties unconditionally acknowledge and agree that notwithstanding any dispute between them, each party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.

#.4 Adjudication by Regulatory Authority, Tribunal or Commission

In the event of constitution of a statutory regulatory authority, tribunal or commission, as the case may be, with powers to adjudicate upon disputes between the Ambulance Contractor and the Authority, all Disputes arising after such constitution shall, instead of reference to arbitration under Clause 26.3, be adjudicated upon by such regulatory authority, tribunal or commission in accordance with the Applicable Law and all references to Dispute Resolution Procedure shall be construed accordingly. For the avoidance of doubt, the Parties hereto agree that the adjudication hereunder shall not be final and binding until an appeal against such adjudication has been decided by an appellate tribunal or court of competent jurisdiction, as the case may be, or no such appeal has been preferred within the time specified in the Applicable Law.

Procedure for Dispute Resolution Board

The parties to the Concession Agreement mutually agree as follows:

(1) The Board shall comprise of three Members having experience in the field of construction or have been involved in the Works related to construction and with the interpretation of contractual documents. One Member shall be selected by each of the Employer and the Ambulance Contractor from the list maintained by NHAI hosted on its website (www.nhai.gov.in). In the event the parties fail to select the member within 28 days of the date of the signing of Concession Agreement, in that eventuality, upon the request of either or both parties such Member shall be selected by SAROD within 14 days. The third Member shall be selected by the other two members from the same list. If the two Members selected by or on behalf of the parties fail to select the third Member within 14 days after the later of their selections, then upon the request of either or both parties such third Member shall be selected by SAROD within 14 days. The third Member shall serve as Chairman of the Board.

(2) The Board shall be constituted when each of the three Board Members has signed a Board Member's declaration of Acceptance as required by the DRB's rules and procedures (which, along with the declaration of acceptance form, are attached as Annexure herewith).

(3) In the event of death, disability, or resignation of any Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for any other reason, a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman then either of the other Members) shall inform the Parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within 28 days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by SAROD in the same manner as described above. Replacement shall be considered complete when the new Member signs the Board Member's Declaration of Acceptance. Throughout any replacement process, the Members not being replaced shall continue to serve and the Board shall continue to function and its activities shall have the same force and effect as if the vacancy had not occurred, provided, however, that the Board shall not conduct a hearing nor issue a decision until the replacement is completed.

(4) If either the Employer or the Ambulance Contractor is dissatisfied with any decision of the Board, and/or if the Board fails to issue its decision within 56 days after receipt of all the pleadings (along with the supporting documents) of the parties by the Chairman of the Board or any extension mutually agreed upon by the Employer and the Ambulance Contractor, in such a case, either the Employer or the Ambulance Contractor may, within 28 days after his receipt of the decision, or within 28 days after the expiry of the said period, as the case may be, give notice to the other party, with a copy for information to the Independent Authority, of his intention to refer the matter to the Conciliation Committee of Independent Experts (CCIE) of the Authority for Conciliation/amicable settlement.

(5) It is mandatory to refer all the disputes to DRB before issuance of completion certificate and satisfactory completion of punch list items. No dispute shall be entertained after completion of aforementioned date.

(6) If the Board has issued a decision to the employer and the Ambulance Contractor within the said 56 days or any extension mutually agreed upon by the Employer and the Ambulance Contractor and no notice of intention to commence Conciliation by the Conciliation Committee of Independent Experts (CCIE) of the Authority for Conciliation/amicable settlement as to such dispute has been given by either the Employer or the Ambulance Contractor within 28 days after the parties received such decision from the Board, the decision shall become final and binding upon the employer and Ambulance Contractor.

(7) Whether or not it has become final and binding upon the Employer and the Ambulance Contractor, a decision shall be admissible as evidence in any subsequent dispute resolution procedure, including any arbitration or litigation having any relation to the dispute to which the decision relates.

(8) All decision of DRB which have become final and binding or till they have been reversed in subsequent conciliation/Arbitration process shall be implemented by the parties forthwith. Such implementation shall also include any relevant action of the Independent Authority.

(9) If during the Concession Period, the Employer and the Ambulance Contractor are of the opinion that the Disputes Resolution Board is not performing its functions properly, the Employer and the Ambulance Contractor may together disband the Disputes Resolution Board and reconstitute it. In that case, a new board shall be selected in accordance with the provisions applying to the selection of the original Board as specified above, except that words "within 28 days after the signing of this Concession Agreement" shall be replaced by the words "within 28 days after the date on which the notice disbanding the original Board became effective".

(10) The Employer and the Ambulance Contractor shall jointly sign a notice specifying that the Board shall stand disbanded with effect from the date specified in the notice. The notice shall be posted by email to each Member of the Board. A Member shall be deemed to have received the e mail even if he refuses to have received the same.

(11) All other terms and conditions of the original Concession Agreement shall remain unaltered/unaffected and the parties shall remain bound by terms and conditions as contained therein.

<u>Disputes Resolution Board's Rules and Procedures</u>

1. Except for providing the services required hereunder, the Board Members shall not give any advice to either party or to the Independent Authority concerning conduct of the Works. The Board Members:

(a) Shall have no financial interest in any party to the Contract, or the Independent Authority, or a financial interest in the contract, except for payment for services on the Board.

(b) Shall have had no previous employment by, or financial ties to, any party to the Concession Agreement, or the Independent Authority, except for fee based consulting services/advisers on other projects, and/or be Retired Government Officers (not connected in whole or part with the project), all of which must be disclosed in writing to both parties prior to appointment to the Board.

(c) Shall have disclosed in writing to both parties prior to appointment to the Board any and all recent or close professional or personal relationships with any director, officer, or employee of any party to the Contract, or the Independent Authority, and any and all prior involvement in the project to which the Contract relates;

(d) Shall not, while Board member, be employed whether as a consultant or adviser or otherwise by either party to the Contract, or the Independent Authority, except as a Board Member, without the prior consent of the parties and the other Board Members;

(e) Shall not, while a Board Member, engage in discussion or make any agreement with any party to the Contract, or with the Independent Authority, regarding employment whether as a consultant or otherwise whether after the Contract is completed or after service as a Board Member is completed.

(f) Shall remain and be impartial and independent of the parties and shall disclose in writing to the Employer, the Ambulance Contractor and one another any fact or circumstance which might be such as to cause either the Employer or the Ambulance Contractor to question the continued existence of the impartiality and independence required of Board Members; and

(g) Shall be fluent in the language of the Contract.

2. Except for its participation in the Board's activities as provided in the Concession Agreement and in this Agreement none of the Employer, the Ambulance Contractor, and or the Independent Authority shall solicit advice or consultation from the Board or the Board Members on matters dealing with the conduct of the Works.

3. The Ambulance Contractor shall :

(a) Furnish to each Board member one copy of all documents which the Board may request including Concession Agreement, progress reports and other documents pertinent to the performance of the Concession Agreement.

(b) In cooperation with the Employer, coordinate the site visits of the Board, including conference facilities, and secretarial and copying service.

4. The Board shall begin its activities following the signing of a Board Member's Declaration of Acceptance by all three Board Members, and it shall terminate these activities as set forth below :

(a) The Board shall terminate its regular activities when either (i) issuance of completion certificate and completion of punch list items or (ii) the parties have terminated the contract and when, in either case, the Board has communicated to the parties and the Independent Authority its decision on all disputes previously referred to it.

(b) Once the Board has terminated its regular activities as provided by the previous paragraph, the Board shall remain available to process any dispute referred to it by either party. In case of such a referral, Board Members shall receive payments as provided in paragraphs 7(a)(ii), (iii) and (iv).

5. Board Members shall not assign or subcontract any of their work under these Rules and Procedures.

6. The Board Members are Independent and not employees or agents of either the Employer or the Ambulance Contractor.

7. Payments to the Board Members for their services shall be governed by the following provisions :

(a) Each Board Member will receive payments as follows :

i. A retainer fee per calendar month as specified in the schedule of fee made part of this Schedule and its revision from time to time. This retainer fee shall be considered as payment in full for :

(A) Being available, on 7 days' notice, for all hearings, Site Visits, and other meetings of the Board.

(B) Being conversant with all project developments and maintaining relevant files.

(C) All offices and overhead expenses such as secretarial services, photocopying and office supplies (but not include telephone calls, faxes and telexes) incurred in connection with the duties as a Board Member.

ii. A daily fee as specified in the schedule of fee in respect of fee for site visit & meeting, fee for meeting/ hearing not at site and extra charges for days (max. of 02 days for travel on each occasion) other than hearing / meeting days.

iii. Expenses, in addition to the above, all reasonable and necessary travel expenses (including economy class air fare, subsistence, and other direct travel expenses). Receipts for all expenses in excess of Rs. 2000/- (Rupees Two Thousand only) shall be provided.

iv. Reimbursement of any taxes that may be levied on payments made to the Board Member pursuant to this paragraph 7.

(b) The retainer fee and other fees shall remain fixed for the period of each Board Member's term until revised by NHAI.

(c) Phasing out of monthly retainer fee. Beginning with the next month after the completion certificate (or, if there are more than one, the one issued last) has been issued, the Board members shall receive only one-third of the monthly retainer fee till next one year. Beginning with the next month after the Board has terminated its regular activities pursuant to paragraph 4(a) above, the Board members shall no longer receive any monthly retainer fee.

(d) Payments to the Board Members shall be shared equally by the Employer and the Ambulance Contractor. The concerned Project Implementation Unit (PIU) of Employer shall pay members' invoices within 30 calendar days after receipt of such invoices and shall invoice the Ambulance Contractor for one-half

of the amounts of such invoices. The Ambulance Contractor shall pay such invoices within 30 days' time period after receipt of such invoices.

8. Board Site Visits :

(a) The Board shall visit the Site and meet the representatives of the Employer, the Ambulance Contractor and the Independent Authority at regular intervals, at times of critical construction events, at the written request of either party, and in any case not less than 6 times in any period of 12 months. The timing of Site visits shall be as agreed among the Employer, the Ambulance Contractor and the Board, but failing agreement shall be fixed by the Board.

(b) Site visits shall include an informal discussion of the status of the construction of the Works. Site visits shall be attended by personnel from the Employer, the Ambulance Contractor and the Independent Authority.

(c) At the conclusion of each Site visit, the Board shall prepare a report covering its activities during the visit and shall send copies to the parties and to the Independent Authority.

9. Procedure for Dispute Referral to the Board :

(a) If either party objects to any action or inaction of the other party or the Independent Authority, the objecting party may file a written Notice of Dispute to the other party with a copy to the Independent Authority stating that it is given pursuant to the Agreement and state clearly and in details the basis of the dispute.

(b) The party receiving the Notice of Dispute will consider it and respond to it in writing within 14 days after receipt.

(c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 10 days after receiving the response and call upon Independent Authority to mediate and assist the parties in arriving an amicable settlement thereof. Both parties are encouraged to pursue the matter further to attempt to settle the dispute.

(d) If the Independent Authority receiving the Notice of Dispute fails to provide a written response within 14 days after receipt of such Notice or failing mediation by Independent Authority, either party may require such dispute to be referred to the Board, either party may refer the dispute to the Board by written Request to the Board. The Request for decision shall state clearly and in full detail the specific issues of the dispute (s) to be considered by Board and shall be addressed to the Chairman of the Board,

with copies to the other Board Members, the other party, and the Independent Authority, and it shall state that it is made pursuant to this Agreement.

(e) When a dispute is referred to the Board, and the Board is satisfied that the dispute requires the Board's assistance, the Board decide when to conduct a hearing on the dispute. The Board may request that written documentation and arguments from both parties be submitted to each Board Member before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts.

(f) During the hearing, the Concessionaire, the Employer, and the Independent Authority shall each have ample opportunity to be heard and to offer evidence. The Board's decision for resolution of the dispute will be given in writing to the Employer, the Ambulance Contractor and the Independent Authority as soon as possible, and in any event not more than 56 days or any mutually extended period between the Employer and the Ambulance Contractor. The time period of 56 days of issuance of DRB decision will reckon/start from the day of first hearing that begins after submission of complete pleadings (including supporting documents, if any) by the parties.

10. Conduct of Hearings :

(a) Normally hearings will be conducted at the Site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilized by the Board. Private session of the Board may be held at any cost effective location convenient to the Board. Video recordings of all hearings shall invariably be made.

(b) The Employer, the Independent Authority and the Ambulance Contractor shall be given opportunity to have representatives at all hearings. Parties should restrain to bring any Advocate/Law Firm during DRB hearings.

(c) During the hearings, no Board Member shall express any opinion concerning the merit of the respective arguments of the parties.

(d) After the hearings are concluded, the Board shall meet privately to formulate its decision. The private meeting (s) of the Board shall not exceed 3 sittings. All Board deliberations shall be conducted in private, with all Members' individual views kept strictly confidential. The Board's decisions, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Independent Authority. The decision shall be based on the pertinent contract provisions, applicable laws and regulations and the facts and circumstances involved in the dispute.

(e) The Board shall make every effort to reach a unanimous decision. If this proves impossible the majority shall decide and the dissenting Member may prepare a written minority report together with an explanation of its reasoning for submission to both parties and to the Independent Authority.

11. In all procedural matters, including the furnishing of written documents and arguments relating to disputes, site visits and conduct of hearings, the Board shall have full and the final authority. If a unanimous decision on any such matter proves impossible, the majority shall prevail.

12. After having been selected and where necessary approved each Board Member shall sign two copies of the following declaration and make one copy available each to the Employer and to the Ambulance Contractor.

"BOARD MEMBER'S DECLARATION OF ACCEPTANCE"

WHEREAS

(a) A Concession Agreement (the Concession) for the_____project [fill in the name of project] has been signed on_____[fill in date] between [name of Employer] and_____[name of Ambulance Contractor] (the Ambulance Contractor).;

(b) The provisions of Agreement and Dispute Resolution Board's rules and procedure provided for
establishment and operation of Dispute Resolution Board (DRB).

(c) The undersigned has been selected to serve as a Board Member on said

Board; NOW THEREFORE, the undersigned Board Member hereby declares as follows

:

1. I accept the selection as a Board Member and agree to serve on the Board and to be bound by the provisions of Concession Agreement and rules and procedure provided for establishment and operation of Dispute Resolution Board (DRB).

2. With respect to paragraph 1 of Dispute Resolution Board's Rules and Procedure. said Annex A, I declare

   (a) that I have no financial interest of the kind referred to in subparagraph (a):

   (b) that I have had no previous employment nor financial ties of the kind referred to in subparagraph (b); and

   (c) that I have made to both parties any disclosures that may be required by sub-paragraphs
   (b) and (c).

3. I declare that I have____no. of Arbitrations (list enclosed) and____no. of DRBs (list enclosed) in progress and that I will give sufficient time for the current assignment.

BOARD MEMBER

_____

_____[*insert name of Board Member)*

Date :_____.

Schedule of expenses and fees payable to the Member (s) of Dispute Resolution Board (DRB)

The fee and other expenses payable to the Members of DRB shall be as under :-

S. No.	PARTICULAR	AMOUNT PAYBLE
1	Retainer-ship fee, secretarial assistance and incidental charges (telephone, fax, postage etc.)	Rs. 50,000/- per month for one package and maximum of Rs. 75,000/- per month for 2 or more packages
2(i)	Fee for site visit or meetings at site	Rs. 25,000/- per day
(ii)	Fee for meetings/hearings not at site	Rs. 10,000/- per day
3	Traveling expenses	Economy class by air, AC first class by train and AC taxi by road
4	Lodging & Boarding	Rs.15,000/- per day (Metro Cities) ; or Rs. 10,000/- per day (in other cities); or Rs. 5,000/- per day (own arrangement)
5	Extra charges for days other than hearing/meeting days (travel days maximum of 2 days on each occasion)	Rs.5,000/-
6	Local conveyance	Rs.2,000/-

Notes:

(i) Lodging, boarding and travelling expenses will be allowed only for those members who are residing 100 kms away from the place of meeting.

(ii) Delhi, Mumbai, Chennai, Kolkata, Bangalore and Hyderabad shall be considered as Metro Cites.

(iii) The above schedule of fee and expenses shall be applicable on or after the date of issue of this circular.

(iv) The expenses are to be shared equally by the parties i.e. Employer and Ambulance Contractor.