

# National Highways Infra Trust



## Request for Proposal for Empanelment of Manpower Service Providers

**Doc No.:** NHIT/FY25-26/RFE/  
Manpower Service Provider

**Tender No.: NHIT/FY25-26/RFE/Manpower Service Provider-01**

**Request for Empanelment ("RFE") issued by National Highways Infra Trust ("NHIT") for Empanelment of Manpower Service Providers for Collection of User Fee at Plazas under SPVs of NHIT**

<b><u>BID SUMMARY</u></b>		
(i)	Last date and time for receipt of Bidding Documents	22 September 2025 up to 16:00 Hour
(ii)	Date and Time of Opening of Technical Bids	22 September 2025 up to 17:30 Hour
(iii)	Place of Opening of Bids	Unit No.: 324, 3rd Floor, D21 - Corporate Park, Sector-21, Dwarka -110077, Delhi.

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

### **NATIONAL HIGHWAYS INFRA TRUST**

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

Email: [tender@nhit.co.in](mailto:tender@nhit.co.in)

Date: 10.09.2025

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## Disclaimer

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

This RFE is not an agreement and is neither an offer nor an Invitation by NHIT to interested parties who submit their quote (henceforth "Bidders") in response to this RFE. The purpose of this RFE is to provide Bidders with information that may be useful to them in preparing and submitting their proposals ("Proposal") for **Empanelment of Manpower Service Providers for Collection of User Fee at Fee Plazas of SPVs under NHIT** as per notified norms.

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

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

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

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

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### Section 1 – Notice NHIT/ Tender

1. The National Highways Infra Trust (hereinafter referred to as “NHIT”), Invites bids from reputed parties for **Empanelment of Manpower Service Providers for Collection of User Fee at Fee Plazas of SPVs under NHIT** as detailed in this Request for Empanelment (“RFE”).
2. The Service Provider (s) will be empaneled under the Performance & Technical Based Selection Method as described in this RFE and in accordance with the practices of NHIT.
3. The Empanelment of Service Provider (s) shall be for a period of 4 years; empanelment period may be extended by SPVs under NHIT for a further one (1) more year.
4. The RFE includes the following documents:
  - 4.1. Section 1 – Notice NHIT/ Tender
  - 4.2. Section 2 – Instructions to Bidders
  - 4.3. Section 3 – Scope of work
  - 4.4. Section 4 – Form of Technical proposal
  - 4.5. Section 5 – Form of Financial proposal (For Reference only)
  - 4.6. Section 6 – Undertakings
  - 4.7. Annexure I
5. Brief Description of Bidding Process:
  - 5.1. NHIT has adopted single stage evaluation process for empanelment of the Bidder(s) for award of the work: the technical bid (the “Technical Bid”) by the Bidder shall be submitted in physical form in the prescribed format (To clarify, the documents should be serially numbered and hard/spiral bound) in the manner and before the date and time specified herein.
  - 5.2. After the submission of technical bids, each of the Bidders may be NHITed to make a presentation of their proposal to NHIT, if required. The date and time of presentations would be intimated to Bidders separately by NHIT through email. The Presentation shall be made through either video-conferencing facility or in person meeting at NHIT office if required.
  - 5.3. Only those Bidders whose Technical Bids are found to be responsive and meeting the Minimum Eligibility Criteria (hereinafter referred to as Technically Qualified Bidders) in terms of this RFE, shall be considered for the empanelment. The bidders may send their authorized representatives along with authorization letters on the letter head of the bidder for participation in the opening of the bid. The date and time of opening of the Bids of Bidders, will be intimated to them separately by NHIT through email or uploaded on NHIT website (<https://nhit.co.in>). The Bids will be opened physically at the location provided in this document. Only one representative of the Bidder shall be allowed to attend the opening of the Bids.
  - 5.4. The financial proposal of empaneled bidders shall be sought at the time of engagement.

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6. Any queries or requests for additional information concerning the RFE shall be submitted in writing and/or e-mail to the officer designated below. The envelope/ email communication shall clearly bear the following identification/title: **“Queries/Request for Additional Information: RFE issued by National Highways Infra Trust for Empanelment of Manpower Service Providers for Collection of User Fee at Fee Plazas of SPVs under NHIT”**
  
7. Address for Communication:  
**Shri Sandeep Khosa (Head, Procurement)**  
**NWPPL**, (SPV under National Highways Infra Trust),  
 Unit No.: 324, 3rd Floor, D21 – Corporate Park,  
 Sector-21, Dwarka –110077, Delhi,  
 E mail: [Tender@nhit.co.in](mailto:Tender@nhit.co.in)
  
8. Schedule of Bidding Process:  
 NHIT shall endeavor to adhere to the following schedule:

S. No.	Description of Events	Timeline
1.	Name of Assignment	Request for Empanelment (“RFE”) issued by National Highways Infra Trust (NHIT) for <b>Empanelment of Manpower Service Providers for Collection of User Fee at Fee Plazas of SPVs under NHIT</b>
2.	Date of issue of RFE	10 September 2025
3.	Last date for receiving queries from bidders	16 September 2025
4.	Pre-Bid Queries	No pre-bid meeting. The bidders must submit their queries through email at <a href="mailto:Tender@nhit.co.in">Tender@nhit.co.in</a> which will be replied at NHIT website / through email.
5.	NHIT’s response to queries latest by	17 September 2025
6.	Bid due date (Last date for bid submission)	22 September 2025 upto 16:00 Hrs
7.	Opening of Bids	22 September 2025 at 17:30 Hour Corporate Office: Unit No.: 324, 3rd Floor, D21 – Corporate Park, Sector-21, Dwarka, New Delhi-110077

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### **Section 2 – Instructions to the Bidders**

#### **1. Introduction:**

About the company: Please refer to our website: [www.nhit.co.in](http://www.nhit.co.in)

#### **2. Proposal:**

NHIT seeks proposal for the **Empanelment of Manpower Service Providers for Collection of User Fee at Fee Plazas of SPVs under NHIT** as per the detailed scope of work as given in Section 3 – Scope of Work of the RFE document (“Services”).

#### **3. Clarification and Amendment of RFE Documents:**

- 3.1 Bidders may request clarification on any of the RFE documents up to the time mentioned in Section 1. Any request for clarification must be sent in writing to NHIT’s address indicated in the RFE or by e-mail to [Tender@nhit.co.in](mailto:Tender@nhit.co.in) NHIT will respond in writing, or by e-mail/ uploading responses on website or will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should NHIT deem it necessary to amend the RFE as a result of clarification, it shall do so following established procedure.
- 3.2 At any time before the submission of Bids, NHIT may amend the RFE by issuing an addendum/ amendment in writing or by standard electronic means. The addendum/ amendment shall be uploaded to the website of NHIT at <https://nhit.co.in> which will be binding on all participating bidders. To give Bidders reasonable time in which to take an addendum/ amendment into account in their Bids, NHIT may, if the addendum/ amendment is substantial, extend the deadline for the submission of Bids.
- 3.3 It will be the responsibility of the bidders to keep track of any uploaded addendum/ amendment before submission of the bid.

#### **4. Submission of proposal**

The proposal shall be submitted as indicated below:

- 4.1 Envelope containing the Proposal of the bidder. The proposal should be in the manner and format as prescribed in RFE Section 4 – Form of Technical Bid.
- 4.2 Please note that proposals with any conditionality will be summarily rejected.
- 4.3 Your proposal (i.e. the aforesaid envelope (sealed envelope) marked as “Bid – Proposal for Empanelment of Manpower Service Providers for Collection of User Fee at Fee Plazas of SPVs under NHIT” should reach the undersigned, latest by date/time mentioned in the Section 1 – Notice NHIT/ Tender, in hard copies/in original and shall remain valid for 120 days thereafter. The proposal should be signed by the authorized signatory of your entity. No proposal will be entertained after the due date and time, as stated above. NHIT shall not be responsible for any delay whatsoever in nature. The proposals received after the due date and time, will be summarily rejected.
- 4.4 NHIT reserves the right to accept or reject any or all the offers received without assigning any reason. For any clarification, you may feel free to contact the undersigned.

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**5. Modification/Substitution/Withdrawal of Bids:**

- 5.1. The Bidder may substitute or withdraw its bid after submission prior to the Bid due date. No Bid shall be allowed to be substituted or withdrawn by the Bidder on or after the Bid due date.
- 5.2. Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by NHIT, shall be disregarded.
- 5.3. Partial modification of the Bid is not allowed. The Bidder will have to submit the revised bid again in a sealed envelope, as per clause 4 above, mentioning "Revised Bid" on the top of the sealed envelope and the original bid envelope will be returned to the Bidder. No Bid may be modified after Bid Due Date. Withdrawal or modification of Bids between the Bid Due Date and Expiration of Bid validity shall result in disqualification from the bidding process.

- 6. Period of Empanelment:** The Empanelment of bidders shall be for a period of 3 years; empanelment period may be extended by SPVs under NHIT for a further two (2) more years.

**7. Opening and Evaluation of the Bids:**

- 7.1. The Bids will be opened after the due date at the time prescribed in the RFE document in the presence of the Bidders who choose to attend. NHIT will subsequently examine and evaluate the Bids in accordance with the provisions set out.
- 7.2. After the submission of bids, each of the Bidders may be invited to make a presentation of their proposal to NHIT, if required. The date and time of presentations would be intimated to Bidders separately by NHIT through email. The Presentation shall be made either through video-conferencing facility or in person meeting at NHIT office if required.
- 7.3. Prior to evaluation of the Bids, the NHIT shall determine whether each Bid is responsive to the requirements of this RFE.
- 7.4. To assist in the examination, evaluation, and comparison of Bids, NHIT may, at its discretion, ask any Bidder for clarification of its Bid. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by NHIT in the evaluation of the Bids.
- 7.5. The Bidders would be evaluated on the criteria mentioned in Section 4 of this RFE and shortlisted for the purpose of empanelment.
- 7.6. Except in case any clarification is asked for by NHIT, no Bidder shall contact NHIT on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded. If any Bidder wishes to bring additional information to the notice of NHIT, it should do so in writing at the address prescribed in the Notice NHIT/ Tender.
- 7.7. Prior to evaluation of the Bids, the NHIT shall determine as to whether each Bid is responsive to the requirements of this RFE document.

**8. Prior to evaluation of the Bids, the NHIT shall determine whether each Bid is responsive to the requirements of this RFE document. A Bid will be declared non-responsive in case:**

- 8.1. If a Bidder submits more than one Bid against this RFE.
- 8.2. The physical bid submissions are incomplete/ inadequate to the requirements of the RFE

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Documents.

- 8.3. Documents are submitted loose. (To clarify, the documents should be serially numbered or be submitted in hard bound / spiral bound).
- 8.4. If in case the Power of Attorney or the Authority Letter is not provided.
- 8.5. If a Bidder submits a conditional Bid or makes changes in the terms and conditions given in this RFE document.
- 8.6. Failure to comply with all the requirements of the RFE document by a Bidder.
- 8.7. If the Bid is not submitted in the formats prescribed in the RFE document.
- 8.8. If the envelope containing physical submission is not sealed and marked as prescribed in the RFE document.
- 8.9. A Bid valid for a period of time shorter than prescribed in the RFE document.

### 9. **Bid Security**

A Bidder is required to submit a Bid Security of **Rs. 10 lakhs** (the "Bid Security") along with their bids, refundable not later than 2 years from the date of publishing of this RFE, which shall be extended further in intervals of 1 year till the bidder wishes to stay in the empanelment list. An empaneled bidder who has not extended the bid security shall be automatically removed from the empaneled list without any further notice.

The Bid Security of those bidders who fail in pre-qualification stage shall be returned as promptly as possible and in any case within 60 (sixty) days of completion of evaluation process.

Bid security shall be submitted in the form of Account Payee Demand Draft or Bank Guarantee (including E-Bank Guarantee). The Bank Guarantee shall be transmitted through SFMS Gateway to NHIT's Bank. However, while submitting Bid Security via Account Payee demand draft or Bank Guarantee, it is to be ensured by the Bidder that the original document is submitted physically by the bidder. Physical submission of E-Bank guarantee is not required.

The common bid security of all Bidders will be returned as promptly as possible and in any case within 60 (sixty) days from the expiry of prequalification validity period or when the prequalification process/empanelment is cancelled.

### 10. **Performance Security**

The lowest bidder after Financial Opening Stage i.e., the successful bidder, within 7 days from the date of LOA, shall furnish to the SPV a Performance Security in form of Account Payee Demand Draft or an irrevocable & unconditional Bank Guarantee (including E- Bank Guarantee) from a scheduled Bank, in the form acceptable to SPV (the "Performance Security") for an amount equal to **10% (ten percent)** of its Bid Price and the same shall remain **valid for the contract period + 2 months beyond the expiry of the contract**.

### 11. **Conflict of Interest:**

- 11.1. Bidders at all times should provide professional, objective, and impartial advice and at all times hold the NHIT's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 11.2. NDA clauses to be signed between NHIT entities and the vendor post release of the LOA, wherever applicable.



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### 12. **Fraud and Corruption:**

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

### 13. **Consortium of Bidders is not allowed.**

### 14. **Termination**

- a) The Contract may be terminated even before the stipulated period by either party giving the other one and half month's (30 days) notice in writing.
- b) Either party may also Pre-Terminate for any just cause like Force- Majeure upon one and half months' (30 days) advance notice in writing to the other party. Any violation of agreement or suppression of facts will attract termination of agreement by giving 30 days' notice. Any Pre-Termination of this agreement shall not prejudice the rights or claims of either party which may have accrued prior to such termination.
- c) In case the Contractor fails to abide by the terms and conditions, the SPV besides termination will be at liberty to obtain the Facility Services from any other agency at the risk and cost of the successful bidder/Agency/Contractor.
- d) In case, it is observed and/or established to the satisfaction of the SPV that the fee collecting agency/Contractor has charged User Fee in excess of the prescribed rate, the SPV may impose a penalty of an amount equal to fifty times of the actual amount so charged per day for 30 days i.e. (actual amount charged x 30 days x 50). After three such incidents of levy of penalty for excess charging, the part performance security as per amount stated in Letter of Award shall be forfeited in addition to such recoveries. The contractor shall have to resubmit the forfeited performance guarantee, in the same mode as it was deposited earlier, within 10 days of such forfeiture to continue with the collection work failing which the contract shall be terminated, and the balance

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performance guarantee shall also be forfeited. If the incident of excess charging is again observed and/or established to the satisfaction of the SPV after forfeiture of part performance guarantee, the contract shall be terminated, and the entire performance guarantee shall be forfeited. The termination under this clause shall make the Contractor liable for unconditional forfeiture of the Performance Security and also shall make the Contractor liable for debarring from assigning any future work with NHIT.

- e) In case of Pre-Termination of the agreement by the contractor/bidder at any circumstances, then the Performance and Additional Performance Security, if any, shall be encashed/forfeited by the SPV and also shall make the Contractor liable for debarring from assigning any future work with NHIT.

## 15. Minimum Eligibility Criteria:

For determining the eligibility of Bidders for their prequalification hereunder, the following shall apply:

- 15.1. The Bidder may be any entity as given below:
  - a) Company registered under the Indian Companies Act, 1956/2013.
  - b) Partnership Firm registered under the Indian Partnership Act, 1932.
  - c) Partnership Firm registered under the Limited Liability Partnership Act, 2008.
  - d) Proprietary Firm; or Individual
  - e) Cooperative Society/Ex-servicemen Society registered under any Cooperative Societies Act (of any state in India) or under Multi State Cooperative Societies Act, 2002 (of any state in India) or under Mutually Aided Cooperative Societies Act (of any state in India);
- 15.1.1. Bidder must be a single entity (natural person or a private entity), and not a group of entities (say "Joint Venture" or "Consortium"), coming together to implement the Project. Bids from Joint Ventures, Consortiums, combination or any sort of arrangement between two or more than two entities, including sub-contracting, are not permitted.
- 15.1.2. Bidder must satisfy the minimum Technical Capacity as given below to be eligible for pre-qualification/empanelment:
  - a) The bidder should be registered with the appropriate registration authority to ensure compliance with all statutory provisions and **should be in existence 8 years** before the bid date.
  - b) The Bidder **shall have at-least 96 months' work execution experience** in providing similar services i.e., toll collection services of plazas at NH/Expressway with minimum of 10 lane toll plazas for clients such as Government Organization, Public Sector Undertaking, Autonomous Body duly funded by Govt. of India/ State Govt., Private Sector of repute only i.e., Concessionaire for National Highway(s)/Expressway(s).
  - c) The Bidder should have successfully completed minimum of **10 No. of works/projects** as toll collection services of plazas at NH/Expressway with minimum of 10 lane toll plazas during last 10 years for clients such as Government Organizations, Public Sector Undertakings, Autonomous Body duly funded by Govt. of India/ State Govt., Private Sector of repute only i.e., Concessionaires for National Highway(s)/Expressway(s)/State Highways. All of these ten projects must be BOT/TOT/NHIT projects under NHAI. Certified documents in support of past contracts to be submitted by the bidder.
  - d) The Bidder/Agency **should have been registered with Income Tax and Goods and Service Tax departments.**

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- e) Annual Average Turnover (updated to the price level of the year based on factors indicated in the table below) during the last five financial years, ending 31<sup>st</sup> March of the previous financial year, should be at least Rs. 10 Crores.
- f) The Bidder **shall have Manpower of at-least 100 people on pay roll** deployed on number of Toll Plazas (Government Organization, Public Sector Undertaking, Autonomous Body duly funded by Govt. of India/ State Govt., Private Sector of repute only i.e., Concessionaire for National Highway(s) / State Highway(s) / Expressway(s)) **during any continuous period of 6 months out of last 5 (five) years.**
- g) The Bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts or any other labor authorities including under the Contract Labor (Regulation and Abolition Act).

**15.1.3. A bidder/agency is not eligible to bid in case:**

- a) The bidder or any of its constituent partner(s)/director(s) were debarred/ expelled by NHAI/NHIT/Government/Govt. Agencies/Autonomous Bodies/Local Self Govt. bodies based on their performance in user fee collection or any other assignment or for any other reason including fraudulent and corrupt practices, etc.
- b) The Bidder/agency or any of its partners/directors etc. have been black listed/debarred by any Government/Govt. Agencies/Autonomous Bodies/Local Self Govt. bodies or have been found to be guilty of moral turpitude or convicted of any economic offense or violation of any labor laws etc. by any court or authority appointed to enforce any labor laws or regulations.
- c) The bidder or any of its constituent partner(s)/ director(s), has failed to perform on any contract, as evidenced by imposition of a penalty (other than the penalty imposed on account of delays in paying the remittances) or a judicial pronouncement or arbitration award or has been expelled from any work or contract or have had any contract terminated for breach on their part or abandoned any contract work or has been declared bankrupt during last 3 years.

**15.2. Legal Entity:** The bidder should be a Legal Entity registered under the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932.

**15.3. Blacklisting/Debarment:** The bidder should not be debarred/ blacklisted by any Government agency/PSU in India as on date of submission of the Bid.

Notwithstanding the above, NHIT may debar or blacklist any of the bidder(s) for their misleading or false representations in the forms, statements and attachments submitted and included in Bid application for a period as deemed appropriate by NHIT besides taking legal action.

Further, termination during contract period due contractual non-compliances or any other reasons shall also make the bidder eligible for debarment from NHIT projects for a period of 2 years from the date of termination.

**15.4. Legal:** The bidder should not be subjected to any legal action for any cause in any legal jurisdiction in the last five years which would materially affect its ability to perform under this RFE.

**16. Disqualification Criteria:**

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

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- 16.1. Submitted the proposal documents after the response deadline.
- 16.2. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 16.3. Failed to provide related clarifications, when sought.
- 16.4. Respondent or its partners declared ineligible by CPSU/ SPSU/ Government companies/ Government organizations/ regulatory authorities for corrupt and fraudulent practices or blacklisted.
- 16.5. Bidders who submit their bid as JV other than as provided in this document, to meet eligibility criteria will not be considered as qualified bidders. Such, JV bidder will be considered ineligible and summarily rejected.

Even though the Bidders may meet the above criteria, they are subject to disqualification for any of the following reasons:

- i. The NHIT/Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFE and the Bidder shall, when so required by the NHIT/Authority, 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 NHIT/Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the NHIT/Authority thereunder.
- ii. The NHIT/Authority reserves the right to reject any BID and appropriate the BID Security 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 NHIT/Authority, the supplemental information sought by the NHIT/Authority for evaluation of the BID.
- iii. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a Joint Venture, then the entire Joint Venture and each Member of the Joint Venture may be disqualified/ rejected.
- iv. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of defect liability 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 or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in the RFE, be liable to be terminated, by a communication in writing by the NHIT/ Authority to the Selected Bidder or the Contractor, as the case may be, without the NHIT/ Authority being liable in any manner whatsoever to the Selected Bidder or the Contractor. In such an event, the NHIT/ Authority 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 NHIT/ Authority under the Bidding Documents and / or the Agreement, or otherwise.
- v. A Bidder shall be liable for disqualification and forfeiture of BID Security, if any legal, financial or technical adviser of the NHIT/ Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Agreement. In the event any such adviser is engaged by the selected Bidder or Contractor, as the case may be, after issue of the LOA or execution of the Agreement for matters related or

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incidental to the project, then notwithstanding anything to the contrary contained herein or in the LOA or the Agreement and without Prejudice to any other right or remedy or the NHIT/ Authority, including the forfeiture and appropriation of the BID Security or Performance Security, as the case may be, which the NHIT/ Authority may have there under or otherwise, the LOA or the Agreement, as the case may be, shall be liable to be terminated without the NHIT/ Authority being liable in any manner whatsoever to the Selected Bidder or Contractor for the same. For avoidance or doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of the RFE. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

17. **Tax Payment – GST Payment Clause:** The bidder must have a valid GST Registration and PAN in India. In case of payment to a GST registered supplier, the GST amount as claimed in the invoices by the consultant/contractor/vendor in terms of provisions mentioned in the Contract Agreement/Purchase Order may be paid along with their invoices subject to:
- 17.1. The GST portion that would be released would be proportionate to the amount of work certified as due for payment.
  - 17.2. If the GST for any previous invoice is not reflected or reflected incorrectly in GSTR-2B after the due date of filing Return under GST Act is over, then for further payments the GST portion will be withheld till the previous GST amount is reflected accurately in GSTR-2B and position to the extent as depicted above is rectified.
  - 17.3. However, the GST portion for the final invoice will be withheld till the GST of all invoices including the final invoice are accurately reflected in the GSTR-2B.
  - 17.4. If a consultant/contractor/vendor abandons their work before completion, the unpaid GST portion of all invoices raised by them shall be withheld until the GST portion for the said invoices are reflected accurately in GSTR-2B.
18. **Technical Evaluation Criteria:**
- 18.1. Technical Evaluation shall be based on the Technical Bid submitted by the Bidders as per Section 4 – Form of Technical Proposal.
  - 18.2. The evaluation of the Technical Proposals shall be carried out with a maximum score of 100 as per the methodology mentioned in Section 4 Form of Technical Proposal.
  - 18.3. The Technical Proposal shall be submitted in physical form along with all supporting documentation/ information as mentioned along with the criteria.
  - 18.4. The presentation need not be included in the Technical Proposal. The Presentation shall be made as per schedule communicated by NHIT and a copy of presentation to be submitted on email at the time of presentation if required.
  - 18.5. Experience in conducting similar Services for roads including National Highways & Expressways.
  - 18.6. To be qualified for empanelment, bidders must submit the signed copies of the following documents along with their application containing all the prescribed documents:

Achieved Annual Average Turnover of at least Rs. 10 Crores during the last five financial years, ending 31<sup>st</sup> March 2025 of the previous financial year **duly certified by the Statutory Auditor** (in case of Bidder, being

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a Company) or the Chartered Accountant who audits the books of Accounts (in case of Bidder, other than a Company).

**The turnover should be solely towards the work of providing manpower services for collection of user fee** in minimum of 10 lane toll plazas for the clients such as Government Organization, Public Sector Undertaking, Autonomous Bodies duly funded by Govt. of India/ State Govt., Private Sector of repute only i.e., Concessionaire for National Highway(s)/Expressway(s).

A certificate from the Statutory Auditor (in case of Bidder, being a Company) or the Chartered Accountant who audits the books of Accounts (in case of Bidder, other than a Company) as proof of turnover for the last 5 years to be submitted by the bidder.

- a) Submit a written **Power of Attorney** duly authorizing the signatory of the bid to submit the application/commit the bid. The Power of Attorney is also required to be given on a stamp paper of value of **Rs. 100/-**, duly notarized by the Public Notary.
- b) The Bidder **should have successfully completed minimum of 10 No. of works/projects** towards providing manpower services for toll collection services at plazas of NH/Expressways with minimum of 10 lane toll plazas during last 8-10 years for clients such as Government Organizations, Public Sector Undertakings, Autonomous Bodies duly funded by Govt. of India/ State Govt., Private Sector of repute only i.e., Concessionaires for National Highway(s)/Expressway(s). Certified documents in support of past contracts to be submitted by the bidder.
- c) The bidder **should be in existence for not less than eight years** as on the date of submission of application. Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership duly registered under the Partnership Act to be submitted by the bidder.
- d) The Bidder **shall have at-least 96 months' work execution experience** in providing manpower services for collection of toll at fee plazas with minimum of 10 lanes on NH/Expressways for clients such as Government Organizations, Public Sector Undertakings, Autonomous Bodies duly funded by Govt. of India/ State Govt., Private Sector of repute only i.e., Concessionaires for National Highway(s)/Expressway(s). Certified documents in support of past contracts to be submitted by the bidder.
- e) The Bidder/Agency **should be registered with Income Tax and Goods & Service Tax departments**. Attested copy of PAN Card; Attested copy of GST registration certificate in respect of Manpower Services etc. to be submitted by the bidder.
- f) The Bidder **shall have Manpower of at-least 100 people on pay roll** deployed on Toll Plazas under Government Organizations, Public Sector Undertakings, Autonomous Bodies duly funded by Govt. of India/ State Govt., Private Sector of repute only i.e., Concessionaires for National Highway(s)/Expressway(s) **during any continuous period of 6 months out of last 5 (five) years**. Certified copy of ECR of Employee Provident Fund, Contract Agreements and any other appropriate documents for any continuous period of 6 months out of last 5 (five) years to be submitted by the bidder as proof.



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- g) The Bidder should be registered with appropriate authorities under Employees Provident Fund Act, Employees State Insurance Act or any other statutory authorities including under the Contract Labor (Regulation and Abolition Act). In this regard, the following documents has to be submitted by bidder:
- (i) Attested copy of the Employee Provident Fund registration letter/certificate.
  - (ii) Attested copy of the Labor License under the Contract Labor (Regulation & Abolition) Act.
  - (iii) Attested copy of the Employee State Insurance registration letter/ certificate.
  - (iv) Attested copy of any other statutory registration.
- h) Submission of documents/information on eligibility and qualification:
- (i) **Legal status of Bidder** (Proprietorship/Partnership or Pvt. Ltd. firm) [Upload scanned copy of Certificate of incorporation of the Company issued by the Registrar of Companies concerned along with copy of Memorandum and Articles of Association of the Bidder, if the Bidder is a body corporate, and if a partnership then a copy of its partnership duly registered under the Partnership Act.
  - (ii) Self-attested photocopies of registration certificates of ESI, PF, PAN No., PPF, Labour license and GST Regn. number duly certified by the authorized signatory. An indemnify bond for any failure on this account may be given by the bidder for 100% of monetary value of the above Statutory deductions w.r.t. number of manpower deployed.
  - (iii) Affidavits & Power of Attorney duly notarized by notary on Stamp Paper(s) of requisite value, as per enclosed formats, without which the bid shall be rejected.
  - (iv) Copy of Online receipt towards payment of cost of Bid document to the designated bank account.
  - (v) BID Security for an amount as mentioned in the RFE shall be submitted in the form of Account Payee Demand Draft or Bank Guarantee (including E-Bank Guarantee) in the format from a Scheduled bank. However, while submitting Bid Security via Account Payee demand draft or Physical Bank Guarantee, the bidder should submit the originals of the same for the bidder to be considered for empanelment.
  - (vi) **Experience**-cum-Work Completion Certificate issued by the organization where the bidder has provided toll collection services of plazas at NH/Expressways with minimum of 10 lane toll plazas for toll operations, followed by copies of contract agreements etc.
  - (vii) Relevant documents in support of technical evaluation criteria, in the absence the same will not be considered/evaluated.
  - (viii) General information including Company/Firm Profile.
  - (ix) A certificate from Statutory Auditor (in case of Bidder, being a Company) or the Chartered Accountant who audits the books of Accounts (in case of Bidder, other than a Company) as proof of audited annual turnover for the last 5 years.
  - (x) Copies of duly audited complete annual accounts of the Bidder for preceding 5 (Five) financial years (i.e., FY 2020-21, FY 2021-22, FY 2022-23, 2023-24 and 2024-25)
  - (xi) In case the annual accounts for the latest financial year (i.e., 2024-25) are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect, and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (Five) years preceding the year for which the Audited Annual Report is not being provided (i.e., FY 2020-21, FY 2021-22, 2022-23 and 2023-24).
  - (xii) Additional information regarding litigation, debarment, arbitration or blacklisting etc.

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- (xiii) The firm/ organization should submit the CV of at least one senior Person, well experienced in similar type of job for site in-charge post, whose particulars such as Name, Age and Experience should be furnished.
- (xiv) Self-Declaration by the bidder stating that the Bidder/agency or any of its partners/directors etc. have not been blacklisted/debarred by any of the government agencies or department or was not found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.

Any other documents, if any, are required as per RFE.

### 19. **Procedure for Empanelment of Service Provider (s):**

- 19.1. Post qualification of the minimum eligibility criteria, the bidder(s) will be empaneled under the Quality Based Selection method as described in this section and in accordance with the practices of NHIT.
- 19.2. The score on the basis of Quality Based System (QBS) of technical proposals will determine the H1, H2, H3 and so on. The bidder scoring the highest points/marks (H1) based on the above principles would be Empaneled as the Service Provider (s) for NHIT.
- 19.3. NHIT shall decide the allocation of projects/roads/toll plazas between Service Provider (s) at its discretion.

### 20. **Commencement of Services:**

- a) The successful bidder is required to commence the Work within the time frame stipulated in Letter of Award, which is determined on a case-to-case basis.
- b) If the successful bidder fails to commence work within 10 days' time of issuance of Letter of Award due to reasons attributable to itself, SPV shall cancel the award; and the Performance Security shall be forfeited. In case the Performance Security is not submitted by the bidder, then the Bid Security shall be forfeited. In such instances shall further remove the bidder from empanelment list and debar the bidder from participating in future bids related to NHIT projects for a period of 3 years. The selected bidder shall not be entitled to receive any further notice prior to the start of the aforesaid penal proceedings.

### 21. **Timelines & Payment Schedule:**

Payment shall be made within 45 days after submission of Invoice for services under consideration. The invoice should be duly approved by the Project Manager.

### 22. **Documents to be submitted along with the technical bids:**

- 22.1. Either power of attorney or an authority letter from Partner/ Board / Managing Committee of the Bidder entity should be provided for authentication of the authorized signatory signing the bid document.
- 22.2. Technical bid in the form provided in the RFE duly signed by the authorized representative of the bidder on all pages.
- 22.3. Detailed CV of the personnel of Proposed Team certified by Authorized Signatory of the Bidder.
- 22.4. Documents in support of the claims of the bidder regarding eligibility/ experience duly signed by the authorized representative of the bidder on all pages. NHIT may ask for 3rd party certificates from the Bidder(s), at a later stage.



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22.5. Undertaking in the format provided in the RFE duly signed by the authorized representative of the bidder on all pages.

**23. Financial Bids / Fees:**

- 23.1. The Bidder will be required to submit financial proposal as per Section 5 – Form of Financial Proposal (whenever required post empanelment).
- 23.2. The fee quoted should be unconditional.
- 23.3. Letter of Award (LoA) shall be issued to the respective entities, and the respective entity shall pay the Service Provider (s) the fees as per the Financial Proposal of the Bidder, as sole compensation for the performance of the Services.
- 23.4. The fees shall be payable as per payment schedule after submission of an appropriate tax invoice.

**24. Dispute Resolution:**

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

**25. Key Terms and Conditions of Selection/Empanelment**

NHIT reserves the right to curtail or extend the validity period of the Empaneled Agency/firm.

**26. MSME Agency/Firm:**

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

**27. Indemnification:**

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

**28. Anti-Bribery & Corruption (ABC) Policy:**

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

**29. Force Majeure**

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

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

Neither party shall be considered in default in the performance of its obligation under this agreement, if such performance is prevented or delayed on account of war, civil commotion, epidemics, fire, unprecedented floods, acts of god or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lighting, earth quake, cyclone, or because of promulgation of any law or regulations by the govt. or any judgment of any court of Competent Jurisdiction or Statutory Authority in India made against the Contractor in any proceedings for any reason other than failure of Contractor to comply with any Applicable Law or Applicable Permits or on account of breach thereof. At the time of occurrence of a force-majeure condition, the affected party shall give a notice in writing within 15 days from the date of occurrence of the force-majeure condition indicating the cause of force-majeure condition and the period for which the force-majeure condition was likely to subsist. In the event the affected party is prevented from fulfilling its obligation under the agreement owing to the force majeure condition continuing for more than 30 days, both Parties shall consult each other regarding the continuation of this agreement including early termination.

**30. Governing Law and Jurisdiction**

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

**31. Ethics & integrity:**

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

**32. Resolutions of Disputes:**

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

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

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## Section 3 – Scope of Works

- 32.1.1. The scope of work consists of providing Facility Services for the collection of user fee at the fee plazas falling under the purview of NHIT across the country.
- 32.1.2. The successful bidder of a particular Fee Plaza shall deploy its staff at that Fee Plaza or any other place in connection with that Fee Plaza, as instructed by SPV.
- 32.1.3. The successful bidder is required to commence the Work within the time frame stipulated in Letter of Award, which is determined on a case-to-case basis.
- 32.1.4. If the successful bidder fails to commence work within 10 days' time of issuance of Letter of Award due to reasons attributable to itself, SPV shall cancel the award; and the Performance Security shall be forfeited. In case the Performance Security is not submitted by the bidder, then the Bid Security shall be forfeited. NHIT shall further remove the bidder from empanelment list and debar the bidder from participating in future bids related to NHIT projects for a period of 3 years. The selected bidder shall not be entitled to receive any further notice prior to the start of the aforesaid penal proceedings.

The Toll fee Collection agency shall be responsible for undertaking activities including but not limited to the following:

Sl. No.	Work Descriptions
<b>Toll Operation Management activities:</b>	
1	<b>Deployment of Personnel:</b> The Toll Collection agency shall deploy adequate number of experienced /trained staff, properly groomed and well-behaved personnel including security staff to ensure smooth Toll fee collection from such date of handing over the Toll Plaza by the SPV. However, SPV reserves the right to instruct Toll fee Collection agency to make any changes, increase or decrease in numbers.
2	The personnel deployed by the Toll fee Collection agency shall not indulge in any type of misconduct/misbehavior with the VIP, Government Officials, Ladies, members of public or road users and shall observe strict discipline and decency in their day-to-day behavior while on duty.
3	The uniform of all personnel deployed shall be provided by the Toll fee Collection agency and shall necessarily bear the name of individual and the name of Contractor.
4	The Contractor shall issue the photo identity cards at his own cost, with the details viz. name, Father's name, Date of Birth, Name of the Organization with address and telephone numbers and Blood group etc. to entire staff.
5	The Contractor shall conduct induction programs to the new staff and training programs, refresher training and soft skill, behavioral training etc. on its own cost.
<b>MIS &amp; Reporting Activities:</b>	
6	The Contractor shall ensure efficient Toll collection operations, accounting of revenue, care of assets and responsive customer service. The contractor shall accurately collect, process, reconcile and report all transactions and revenue associated with each vehicle as per agreed terms.
8	Implementation of standard formats & SOP provided by the concessionaire.
9	Maintenance of Record – The Toll fee Collection agency shall maintain at all times all required records for each category of Biometric Attendance/ HR compliance and proper accounts related to Toll Collection.
<b>Toll Operation Control Activities:</b>	
10	Traffic Management, managing all incidents at the plaza and ensuring smooth traffic flow.

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11	Control exemption and violation – The Toll fee Collection agency shall also maintain proper liaison with local police & administration for smooth operation and stop leakage. In case unauthorized exemption exceeded from mutually agreed target (target shall be provided & reviewed on quarterly basis) provided by the NHIT team, then a revenue loss shall be recovered from contractors' monthly invoice.		
12	The Toll fee Collection agency shall maintain confidentiality of all tolling process, revenue information and shall not share any such information with any unauthorized person.		
13	Regular training of staff for Toll procedure, System & Safety etc.		
14	Providing security to entire the Toll Plaza and its premises such as administrative building etc.		
Financial Activities: The agency shall be liable for following expenses:			
15	Boarding & Lodging (Accommodation), transportation, tea and coffee expenses of staff.		
16	Providing cash bag and seal expense.		
17	Providing printed formats/ printer rolls and stationery for Toll Operations.		
18	Admin & Courier charges.		
19	Undertaking activities of staff welfare.		
20	Contractor is liable to ensure arranging all required materials for Managing housekeeping and hygiene environment at plaza premises.		
21	The contractor shall be responsible for payment of fee not recovered from any user, for whatsoever reason, otherwise liable to pay.		
22	The agency shall ensure handover the collected cash at the plaza to the designated personnel of the authority by the close of each shift on daily basis and ensuring full security at its risk and cost during the transit.		
23	Any excess recovery from the booth operator or any other person during cash-up or any checking shall also be handed over to designated person in every shift.		
24	The agency shall be fully responsible for vault & change management, adequate quantity of coins and currencies of smaller denomination for case of transactions.		
25	Any shortage observed during cash-up shall be deposited by the agency on daily basis.		
26	Other miscellaneous expenses related to efficient management of the project		
Compliances:			
29	All statutory requirements and compliances shall be responsibility of the Toll fee Collection agency like- ESI, PF, Safety & labour laws etc.		
30	Health insurance shall be provided in case ESIC is not applicable.		
Service Level Agreement and Penalties			
Sr. No	Operational SLA	Methodology	Penalty for non-compliance
1	Cash Banking /Handover of Collected Amount	100% Compliance	Immediate deposit / Handover of Money and forfeiting of monthly retention money/PBG if no valid reason given.
2	Spot Checks	Minimum two spot checks per shift per plaza to be conducted by the agency.	Documented warnings for each instance of non-compliance shall be given to the agency. After three warnings in a month, a penalty of Rs. 2000/- per each instance.
3	Frisking	Minimum two body checks per	Documented warnings for each

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		shifts per plaza after the shift end to be conducted by the agency	instance of non-compliance shall be given to the agency. After three warnings in a month, a penalty of Rs. 1000/- per each instance.
4	Uniforms, ID Card & Safety Jackets & safety shoes	100 % Compliance	Penalty of Rs. 500/- per case
5	Theft & Pilferage of Revenue	Zero Pilferage / Leakage	Refund of same amount pilfered + 5% penalty per case.
6	Forcefully Exemption Control	100 % Compliance	Actual revenue loss due to forceful exemption will be covered <b>(as per the clause. 10 – Toll Operations control activities)</b>

Note:

1. The Contractor shall exhibit their staff deployment chart. All statutory requirements and compliance will be the responsibility of the bidders like safety, labour laws and the wages act etc. The bidders may also state the additional specific staff requirement, if any.

For the purpose of discharging its obligations under this Contract, the Contractor shall deploy adequate number of personnel of prescribed qualification & experience and having undergone such training as may be relevant and considered necessary from time to time by the SPV to ensure efficient management of entire operations, including free flow of traffic, in or around the plaza including in the User Fee collection booths. The number, qualification & experience of personnel to be deployed should be in accordance with the details mentioned below. However, SPV reserves the right to serve directions for any interchange in the category of personnel to be deployed by the Contractor, for the purpose of User Fee Collection for ensuring free flow of traffic.

Typical organogram of the said personnel deployed by Contractor shall be provided to the SPV one week prior to the commencement of operations. In the event the Manager proceeds for long leave (more than 7 days) suitable replacement shall be provided to manage the works at site, without any extra cost to the SPV.

## 2. DEPLOYMENT OF PERSONNEL

- 3.1 The Contractor shall ensure that the personnel deployed by it for discharging its duties under this Contract are of good health, of highest integrity, punctual, well dressed, well behaved. and of qualification & experience prescribed in **Annexure A** (Staff Deployment).
- 3.2 Police Verification of all the above categories (toll collectors in particular) of personnel shall be arranged by Contractor and record be kept with Contractor. In case of any criminal activity, Contractor will be summarily responsible to local police.
- 3.3 The Contractor shall furnish to the SPV a list, in addition to the list of key personnel, of persons deployed for the purpose of discharging its obligations under the Contract, containing all the details like their educational qualifications, experience, training undergone, good health, good character, personal residential addresses and recent photographs within one month of deployment before processing the

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first invoice. In case contractor is unable to provide the requisite details the invoice will not be processed.

- 3.4 The Contractor shall issue photo identity cards at his own cost, with the details viz. name, Father's Name, Date of Birth, Name of the Organization with address and telephone No., blood group etc. to each and every staff, supervisor.
- 3.5 The uniform of the personnel deployed shall necessarily bear the name of the individual and the name of the Contractor. Navy blue Trouser and sky-blue check shirt will be the uniform for collection staff for summer. In winter navy blue pullovers, warm navy blue trouser and sky-blue check shirt will be the uniform of collection staff. **The personnel deployed on lanes to control traffic shall be equipped with safety-shoes and reflective gear.** Shoes and socks should be Black. The shirt should bear the name of the Contractor, and the employee displayed in embroidery in readable size.
- 3.6 The SPV reserves its right to object to the deployment of any personnel for any reason in which case, such person or persons being objected to by the SPV shall be removed by the Contractor forthwith and replaced within a day from such removal.
- 3.7 The Contractor shall ensure and certify the credentials of persons deployed for Facility Services and submit the proof duly signed by each worker for record. Any change of manpower, if required, during the currency of agreement will be permitted with prior permission of SPV.
- 3.8 The applicability of the leaves shall be governed by the provisions as mentioned in the Shops & Establishment Acts of the respective States of the Toll Plazas and all holidays, days of rest and the Contractor shall make suitable arrangements for the same, at no extra cost to the Employer.
- 3.9 The personnel deployed by the Contractor shall not misconduct/misbehave with the members of public and shall observe strict discipline and decency in their behavior. In case any penalty is levied for misbehave and the same shall be liability of the contractor and shall be recovered.
- 3.10 The SPV shall not be liable for any misconduct or misdeeds or any act or incident involving the Contractor or any of its personnel in any criminal or civil case the Contractor shall be responsible for consequences and if any such incident takes place, the Contractor shall forthwith intimate the said incident to the /SPV.
- 3.11 The Contractor specifically agrees that the personnel deployed by it, will not in any way claim employment with the SPV. The Contractor shall be solely responsible for any dispute raised by the personnel deployed by him either during the term of the Contract or thereafter.
- 3.12 The frequent replacement of key personnel is not desirable unless they are found involved in malpractices or non-compliances. However, if need be, the permission of replacement of key personnel/ other staff will be obtained from the SPV in advance. The SPV, if satisfied with the reasons submitted to him, may allow such replacement after verifying the CVs strictly in accordance with the requirements prescribed in Table prescribed in **Annexure A** (Staff Deployment).
- 3.13 The SPV reserves the right to increase or decrease the number of manpower deployed. The contractor shall increase or decrease the manpower at site as desired by SPV within a period of 15 days from the date of such request from the SPV. If the contractor is unable to fulfil such request, then the SPV shall the execute the same through another agency at the risk and cost of contractor.
- 3.14 In case the applicable minimum wages (Central or State whichever is higher) including labour welfare cess, Statutory bonus, Employees' State Insurance and Provident Fund, etc. for a particular category/zone/area increases from that as on base date, then the SPV shall bear the cost of such increase in accordance to the amount quoted by the Contractor. In case of decrease of applicable minimum wages (including labour welfare cess, Statutory bonus, Employees' State Insurance and Provident Fund, etc). Then the SPV shall recover such cost from the Contractor/Agency in accordance to the amount quoted by the Contractor. The increase or decrease shall be effective from the date of publishing of minimum wages circular/order by the governing body. For the avoidance of doubt, in case

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the applicable minimum wage (including labour welfare cess, Statutory bonus, Employees' State Insurance and Provident Fund, etc.) for a particular category/zone/area have been changed for a particular workman/employee from Rs. 1000 to 1200 and the rate quoted by the Contractor in its financial bid is 1070 against the said workman/employee, then the difference of Rs. 1200 (Revised Minimum Wage) and Rs. 1000 (Original Minimum Wage) shall be reimbursed by the SPV i.e., Rs. 200/- and final rate payable to contractor shall be Rs.1070 + Rs.200 = Rs. 1270.

- 3.15 Health Insurance shall be provided in case ESIC is not applicable.
- 3.16 Deployed personnel shall be given one rest day every week. For overtime, the worker shall be paid at a rate of twice the gross rate per day.
- 3.17 All workers should be covered under Workmen Compensation Policy as per Workmen Compensation Act.



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## Section 4 – Form of Technical Proposal

Sub: **Request for Empanelment (“RFE”) issued by National Highways Infra Trust (“NHIT”) for Empanelment of Manpower Service Providers for Collection of User Fee at Plazas under SPVs of NHIT.**

### Section A: General Information

- Profile of the organization with full details of the constitution, ownership and business activities of the prospective Service Provider (s).
- Commitment(s) which shall act either as a constraint or as a conflicting interest in the proposed assignment (if any).

### Section B: Technical Information

S. No	Evaluation criteria & scoring guidance	Maximum Marks
1	Experience in Similar Works (Min. 8 years) 8 Years to 10 Years – 15 Marks > 10 Years to 15 Years – 20 Marks > 15 Years – 25 Marks	25
2	Average Turnover in last 3 Financial Years 10 Crore to 15 Crore – 15 Marks >15 Crore to 20 Crore – 20 Marks > 20 Crore – 25 Marks	25
3	Number of Projects in last 10 Years (Min. 10 Projects) 10 Projects to 15 Projects – 15 Marks 16 Projects to 20 Projects –20 Marks 21 or More projects – 25 Marks	25
4	On roll manpower for continuous 6 months (Min. 100 Employees) 100 to 200 Employees – 15 Marks 201 to 400 Employees – 20 Marks 401 and above – 25 Marks	25
	Total Technical Score:	100

\* Minimum Qualifying marks 70.

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## **Section 5 – Form of Financial Proposal (Sample Only)**

(On the letter head of the bidder)

Financial Proposal

From (Name & Address of the bidder)

To

Shri Sandeep Khosa (Head, Procurement)

National Highways Infra Trust,

Unit No.: 324, 3rd Floor, D21 – Corporate Park,

Sector-21, Dwarka –110077, Delhi,

E mail: [Tender@nhit.co.in](mailto:Tender@nhit.co.in)

Sub: Request for Empanelment (“RFE”) issued by National Highways Infra Trust for Empanelment of Service Provider (s) for Specialized works for SPVs Under NHIT.

S. No.	Particulars	Amount in INR (Ex. Tax)	Unit
1	Services Charges for providing manpower as per requirements mentioned in Section 3 – Scope of Services to SPVs under NHIT with fully compliant as per laws stated in RFP document.		Per manpower per month
<b>Gross Total Excluding Tax:</b>			
<b>Amount in Words:</b>			

Name & Signature of Bidder’s Authorized Signatory

Date:

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### Section 6 – Undertakings

(On the letter head of the bidder) To be provided with the technical bid

We undertake that:

1. The proposal submitted hereunder shall remain valid for a period of at least 120 days from the last date for submission of the proposal.
2. No other fees/ cost/ expenses/taxes/levies shall be payable by NHIT / NHIT or any of the entities under NHIT for the services rendered by Service Provider (s) except as mentioned in Financial Proposal.
3. The Bidder has not been banned/ blacklisted/ de-listed/ disqualified/ debarred by any organization/ government agency/ quasi-government agency/ PSU to participate in their tenders for Empanelment and Engagement. We further certify that there is no investigation pending against us or the MD/CEO/Directors of our Company and no action has been initiated against us/ our Directors by CVC/ RBI or any other government/ statutory agency with regard to any financial irregularities.
4. The Bidder does not have any conflict of interest which is prejudicial to the scope of work. Further, the bidder will ensure that no such business or professional activities will be carried out by it, which may affect the interest of NHIT.
5. The bidder has adequate infrastructure, personnel, and resources to carry out the required Services and are eligible for acting as Service Provider (s). The Bidder has understood the scope of work properly and shall comply with the terms of engagement.
6. No bankruptcy/ liquidation proceedings have been initiated against the Bidder by any entity/ government agency/ quasi-government agency/ PSU and there is no material case/ proceeding against the Bidder/ its Directors that is likely to have significant impact on its business as Service Provider (s) or on its deliverables pursuant to this bid/ RFE.
7. All the information submitted as part of the Bid is true and correct.

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

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

Date:

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### Annexure A – STAFF DEPLOYMENT

1. The Toll Collection agency shall deploy adequate numbers of experienced /trained staff, properly groomed and well-behaved personnel including security staff to ensure smooth Toll fee collection from such date of handing over the Toll Plaza by the SPV. However, SPV reserves the right to instruct Toll fee Collection agency to make any changes increase or decrease in numbers.
2. The following is the broad description of the type of manpower to be deployed at the fee plaza:
  - a) Toll Manager
  - b) Toll Shift-In-charge
  - c) Toll Collector
  - d) Lane Assistant
  - e) Traffic Marshall
  - f) Armed Guards
  - g) Cashier
  - h) Electrician
  - i) Safaiwala/House keeping
  - j) Mali
  - k) Peon
3. The requisite number of deployments for each category of manpower shall be published along with the RFQ. The number of Manpower may be increased or decreased by the SPV as per requirement. Type of manpower may also be altered based on the requirement from time to time. The wages of all additional manpower will be as per contract only. The Contractor shall increase or decrease the manpower at site as requested by SPV in writing within a period of 15 days from the date of such request. If the Contractor is unable to fulfil such request, then the SPV shall have the right to execute the same through another agency at the risk and cost of Contractor.
4. In case the applicable minimum wages (Central or State whichever is higher) include labour welfare cess, Statutory bonus, Employees' State Insurance and Provident Fund, etc., for a particular category/zone/area increases from that as on base date of RFQ, then the SPV shall bear the cost of such increase in accordance to the amount quoted by the Contractor. In case of decrease in applicable minimum wages (including labour welfare cess, Statutory bonus, Employees' State Insurance and Provident Fund, etc). Then the SPV shall recover such cost from the Contractor/Agency in accordance with the amount quoted by the Contractor. The increase or decrease shall be effective from the date of publishing of minimum wages circular/order by the governing body. For the avoidance of doubt, in case the applicable minimum wage (including labour welfare cess, Statutory bonus, Employees' State Insurance and Provident Fund, etc.) for a particular category/zone/area have been changed for a particular workman/employee from Rs. 1000 to 1200 and the rate quoted by the Contractor in its financial bid is 1070 against the said workman/employee, then the difference of Rs. 1200 (Revised Minimum Wage) and Rs. 1000 (Original Minimum Wage) shall be reimbursed by the SPV i.e., Rs. 200/- and final rate payable to contractor shall be Rs.1070 + Rs.200 = Rs. 1270.
5. The personnel deployed by the Toll fee Collection agency shall not indulge in any type of misconduct/misbehavior with the VIP, Government Officials, Ladies, members of public or road

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users and shall observe strict discipline and decency in their day-to-day behavior while on duty.

6. Health Insurance shall be provided in case ESIC is not applicable.
7. Workers shall be given one rest-day every week. For overtime, the worker shall be paid at a rate of twice the gross rate per day.
8. All workers should be covered under Workmen Compensation Policy as per Workmen Compensation Act.

## B. ROLES, RESPONSIBILITIES AND DESIRED EXPERIENCE OF STAFF

1. **Toll Manager:** He shall be responsible for the overall conduct of the Service Provider team and prepare the roster for the shift wise duties for toll collection/toll supervision activities round the clock to work in 3 shifts, each of 8 hours duration. The Project Manager would provide the leadership and management to the toll collectors and security staff under control. The Manager would ensure that the full-strength team shall attend their duties on time as per the roster and to attend to the toll plaza operations round the clock and provide information regarding the manpower deployed at the plaza in the prescribed format to the manager on shift-to-shift basis. The Project Manager shall ensure that all the personnel shall display their identity card always and any person found without his identity card on duty will be treated absent from duty for that day. The Project Manager shall further ensure that all the staff conducts itself in an orderly manner, maintain a congenial work atmosphere at the toll plaza premises and do not loiter in or around the toll plaza building, toll booth or lane areas. The Manager shall also ensure that the staff is periodically updating their knowledge of the toll management system. As the proper handling of Plaza Assets and equipment's including communication system will fall under the purview of SERVICE PROVIDER, any damage caused to these assets due to negligence or intentional or mishandling, the cost of replacement/repair will be debited to SERVICE PROVIDER after intimating through the Manager.

**Experience:** Any Graduate with min 10 years of relevant experience should have min. 2 years of experience in similar position.

2. **Toll Shift-in-Charge:** The toll Shift-in-charge shall be a person familiar with the contractual requirements of the operational aspects of the Toll Plaza and attended the training provided by the SERVICE PROVIDER and should be familiar in handling the computers, printers and the software for the toll collection equipment. The toll Shift-in-charge is also responsible for the smooth conduct of the Toll Control Room operations and monitors the data flowing from the lanes and regularizing the incident transactions. The toll Shift-in-charge shall ensure that all the transactional data relating to class discrepancies, exempt vehicles, and credit granted during his/her shift are totally updated before he hands over the shift to the incoming Shift-in-charge. The toll Shift-in-charge shall complete the prescribed forms accurately with the data of the shift entrusted and make them available for checking /audit whenever required. The toll Shift-in-charge shall further assist the Manager in performing the designated functions and shall take care to perform the same in his absence. The toll Shift-in-charge is responsible for reporting any equipment breakdown or malfunction to the relevant maintenance personnel and fill in the intervention formats with details and inform his manager and also the Project Manager. The Toll Shift-in-charge shall report 30 minutes prior to the commencement of his shift and shall also ensure that all Toll Collectors reporting for shift duty are on time and he shall manage the break times of the Toll Collectors efficiently once the shift duty begins in order that the breaks given are scheduled in a manner wherein traffic flow through the toll booths is not disrupted. The Toll Shift-in-charge should be

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vigilant over the toll process and ensure the leakages and pilferages are circumvented. If the Shift-in-charge is aware of any acts or attempts to misappropriate the toll collection, it is his responsibility to bring it to the attention of his superiors, to his Manager and the Project Manager as soon as possible.

The roles and responsibilities are, inter alia, the following:

- He will be in charge for his particular shift at Plaza.
- He will conduct briefing and de-briefing of his shift meticulously before mounting and after dis-mounting of shift and will maintain a register on this aspect at the toll plaza. He will inform the points arising out of the briefing/debriefing to the Service Provider's Project Manager / Toll Manager without any loss of time. He will maintain discipline during his shift.
- He shall be responsible for proper deployment of personnel in his shift as per duty list/requirement.
- He will attend to all queries/complaints if any by road users and report to Project Manager.

**Experience:** Any Graduate with min 5 years of relevant experience and should have min. 2 years of experience in similar position

3. **Cashier:** Graduate in any discipline with minimum 3 years' post qualification experience in any in any govt or. private organization of repute.
4. **Lane Assistant:** The Lane Assistant will be manning and controlling the lanes to regulate the traffic and ensure an orderly flow through the toll lanes and avoid the vehicles waiting in lane for more than 20 seconds. The lane assistant shall further divert the vehicles to the other lanes to reduce the waiting time of the vehicles. The lane assistant shall keep a close watch and manage any abnormal incidents and bring to the notice the Toll Shift-in-charge reportable incidents. The lane assistant has to ensure the smooth change of Toll Collector's shift in the lanes without any inconvenience to the road user and as per the prescribed procedure. The Lane Assistant should also assist Toll Collectors who are encountering problems at the lanes with customers and should help to minimize any altercations. The lane assistant should also be alerted to spot any VIP movement in advance and assist in ensuring that the passage at the toll lanes by such category of vehicle is unimpeded.

**Experience:** Intermediate (10+2) with min 2 years of relevant experience

5. **Armed Guards:** The Armed guards shall be responsible for providing security for the smooth cash pick up by the designated Bank on all banking days. He would guard the special entrance created for the purpose during the cash handover operations with the Bank. He will also guard the Toll Plaza and its staff including but not limited to against any mob attack/theft, etc.

**Experience:** Should have undergone Private Security Agencies (Regulation) Act (PSARA), 2005 compliance training. Must possess a valid personal firearms license under the Arms Act, 1959.

6. **Toll Collector:** The toll collectors shall be responsible for reporting to the Toll Plaza office 15 minutes prior to the commencement of the shift and shall report to the Toll Cashier to collect the float cash and shall take position at the Toll Booth as per Cashier's direction. The toll collectors shall be responsible to collect the toll fee as per the toll notification for the appropriate category and class of vehicles. The toll collectors shall cooperate with the cashier in effecting timely bleeds at appropriate intervals. The toll collector shall also conduct his duties at the lanes in a courteous manner to all road users. On completion of the shift he shall report to the cashier and handover the toll collection and the float money as per the laid down process. The toll collector shall record and

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prepare relevant reports on toll collection. The toll collector shall carry out the reconciliation at the end of the shift before handing over the cash to the cashier and shall leave the toll plaza only after satisfactory clearance from the cashier.

**Experience:** Intermediate (10+2) and should have min. 6 months to 1 year of experience in similar position

7. **Traffic Marshal:** The Traffic Marshal shall provide watch and ward to the toll plaza premises and its assets. The traffic marshal will ensure safe transition of toll collection from point of Cash-up area to the vault and subsequently transferred to the custody of the bank. The traffic marshal shall be responsible for carrying out the necessary checks of all toll collectors before they are allowed to leave the Toll Plaza premises at the end of the shift. When deputed in lanes, they have to assist Lane Assistant in controlling and diverting the traffic in appropriate lanes to decongest the lanes/plaza.

**Experience:** 10th Class.

8. **Electrician:** Diploma in Electrical from ITI with knowledge of the relevant field with min 3 year of experience
9. **Safai Wala/House Keeping:** Experience in relevant field.
10. **Mali:** Experience in relevant field.
11. **Peon:** 10th Standard Pass

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### Annexure B – GENERAL CONDITIONS OF CONTRACT

#### 1. SUPPLY OF MANPOWER

- 1.1. The successful bidder (to whom Contract has been awarded) hereinafter called “Contractor”, shall get the works supervised by designated Supervisor officer, who shall be qualified and experienced to supervise.
- 1.2. The Contractor shall be responsible for all statutory pay & allowances of persons deployed including minimum wages (Central or State whichever is higher) according to category and zones, including but not limited to labour welfare cess, statutory bonus, ESIC/Insurance, PF. The Contractor shall supply the manpower as listed in Section – IV “Staff- Deployment” of the Bidding Document, based on the demand given by SPV from time to time, within 15 days of the Written Notice. In case of failure against any category, the SPV shall get the Staff from other agency by Nomination, at the Risk & Cost of the Bidder- Contractor. The payment to Nominated agency shall be debited from the account of Contractor.
- 1.3. The Contractor should ensure payment of wages to all the workers through their Bank account by 7th of each month or by 6th (in case of 7th is a Sunday/Holiday) and submit the Bank statement with next month bill. Non-compliance of this condition will result in a penalty of Rs. 50,000/- on each occurrence.
- 1.4. The payment of the salaries of staff shall be through Electronic clearing Services (ECS) mode only or through Bank account only. EPF number of all persons and Proof of EPF payments shall be provided to SPV by the Contractor.
- 1.5. The Contractor shall indemnify the SPV against any payment to be made under and for observance of the above mentioned various laws & rules. In case of any liability which falls on SPV for non-compliance of the applicable law by the Contractor, the Contractor shall fully indemnify SPV including legal expenses incurred by SPV to defend itself.
- 1.6. The Contractor undertakes any liability arising out of any dispute raised by the deployment of Manpower and indemnify the SPV against any such claim including legal expenses if any incurred by the SPV.
- 1.7. It is agreed & understood by the Contractor that this Contract shall non-transferrable. The Contractor is not permitted to sub-contract any job arising under this contract further. The Contractor will neither appoint any sub-agency nor assign any burden or benefit of this contract to any third party. In case of breach of this condition, the contract is liable to be terminated by giving one week notice to the Contractor.
- 1.8. A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and the copy is to be sent by the Contractor to the Principal Employer under acknowledgement.
- 1.9. The Contractor shall in respect of labour employed by him, comply with the provisions of Contract Labour (Regulations & Abolition) Act, 1970 in regard to all matters provided therein, including obtaining a valid labour license under Contract Labour (Regulations & Abolition) Act, 1970 and display the same at a prominent location at the toll plaza. Contractor shall also provide copies of notice of commencement and closure in prescribed format (Form-VII).
- 1.10. The Contractor shall get the work supervised from trained/ experienced supervisor.
- 1.11. OBLIGATIONS OF THE CONTRACTOR:

#### (a):

- (i) The Contractor undertakes the responsibility of the complete job of fee collection, and shall arrange to handover the collected cash at the toll plaza to the designated personnel of the SPV by the close of each shift on daily basis and Contractor shall be responsible for any cash shortage. Any excess recovered from the toll collectors shall also be handed over to designated personnel of the SPV on daily



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basis. Further, Contractor shall be responsible for maintenance of all records, maintenance of fee collection account, maintenance of vehicle type and direction-wise Traffic Data on shift-to-shift basis with registration numbers, maintaining the cleanliness of the fee plazas and any other duty as may be assigned by the SPV from time to time.

Contractor specifically undertakes the responsibility of collection and handed over of the collected toll amount and shall be liable for the following:

- a) All violations as per this Agreement or Concession Agreement or any other related agreements whether reported to the Concessionaire or not, where road User(s) may not have paid the fee;
  - b) All wrong decisions in the matter of allowing an exemption or a concessional pass to a user;
  - c) Any misclassification of vehicle which results in the collection of toll fee which is lower or higher than the actual classification.
  - d) Acceptance of any fake or soiled notes which is rejected by the Bank;
  - e) Mishandling of the Return Pass transactions, Monthly Pass transactions, and other discount schemes introduced by the Concessionaire; and
  - f) Embezzlement, shortages or misappropriation of the cash collected by the personnel deployed by Contractor.
- (ii) The Contractor shall ensure safe and secure toll collection and operations of the Project's Toll Plazas. The Contractor shall be responsible for the following activities at each of the Toll Plazas and the intermediate check toll plazas of the Project:
- Toll Plaza Control Room operation.
  - Manning and controlling the lanes.
  - Vehicle classification and charges.
  - Toll booth operations viz., cash collection.
  - Operate the POS (Point of Sales) desk/ window;
  - Conduct induction programs to the new staff and training programs and refresher trainings to its staff;
  - Compile and submit MIS reports as required by the Concessionaire.
  - Providing Security to the entire Toll Plaza and its premises such as Administrative Building etc.
  - Operate and maintain the DG sets/ generators and undertake minor repairs and maintenance to the existing electrical connections/ fixtures at the toll plazas.
  - Such other activity as may be instructed by the Concessionaire from time to time.
  - Control on unauthorized exemption
- (iii) The Contractor shall be responsible for payment of fee not recovered from any user, for whatsoever reasons, otherwise liable to pay.
- (iv) Contractor shall, within 07 days of the date of this Agreement, submit a toll collection mechanism to the Concessionaire. Any changes required to be made, will be on mutually agreeable basis and shall be implemented by Contractor.
- (v) Contractor shall allow only authorized persons into the premises and ensure that unauthorized and hazardous substances are not taken into the premises; Contractor shall issue a visitor passes and badges to visitors and make necessary entries in the register concerned. Contractor shall check all the employees and visitors at the exit and ensure that they do not carry any unauthorized materials from the premises. In case the SPV desires that a particular category of officials or visitors should not be subjected to security check then the SPV shall inform Contractor in writing and in advance.
- (vi) The staff deployment shall be as per Annexure B(Staff Deployment) of Bid Documents.

**(b):**

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- (i) Any excess recovered from booth operator/s or any other person during any checking shall also be handover to the designated personnel of the SPV on daily basis.
- (ii) Any shortage observed during the checking shall be made good by the Contractor on daily basis.
- (iii) For shortage or excess observed during checking of any person in the fee plaza including such personal cash not declared in writing in advance, fifty times of such short or excess amount noticed from each individual checking of a booth or a person excluding such cases where amount of shortage or excess is not less than the lowest single journey fee, shall be handed-over/deposited with the SPV as penalty on daily basis, irrespective whether such check has been carried out by the Contractor or supervision consultant or auditor or any other official of the SPV or any other agency/person authorized by the SPV.
- (iv) If more than 5 incidents occur since commencement of collection of fee requiring levy of penalty under above clause (b) (iii), the contract may be terminated by the SPV at its sole discretion. Decision of the SPV in this regard shall be final and binding.
- (c) The Contractor shall make appropriate arrangement for management of the traffic at its own cost and shall ensure that no vehicle has to wait for more than 30 seconds at the fee collection booth including in negotiating the exempt lane. All the lanes should be kept open at all times.
- (d) The Contractor specifically undertakes to unconditionally abide by all the instructions issued by the SPV from time to time on operational matters including on deployment of the personnel. The Contractor further agrees not to raise any dispute against the same including any additional cost that the Contractor may be required to bear to comply with such instructions.
- (e) The Contractor shall also submit such information in such format which would enable the SPV to submit information to appropriate authorities under the various laws applicable or required otherwise by the SPV,
- (f) (f). The Contractor shall ensure handover the collected cash at the toll plaza to the designated personnel of the SPV by the close of each shift on daily basis and ensuring full security at its risk and cost during the transit.
- (g) Contractor hereby agrees and acknowledges that in no event would it have any charge / lien or any such right over the toll collected by it pursuant to this Agreement.
- (h) For non-performance of any of above obligations of the Contractor under this contract not limited to the provisions under the clause 10, a penalty of Rs. 10,000/= (Rupees Ten Thousand only) per incident of failure unless specifically provided elsewhere for specific failure of performance, shall be levied in addition to the recovery of the loss incurred/ estimated to incur, if any, by the SPV Decision of the Project Director shall be final and binding in the matter.
- (i) The Contractor shall be fully responsible for adequate quantity of coins and currencies of smaller denominations (the "Change") for case of transactions. No advance shall be paid by the SPV for this purpose. The Contractor shall invest its own fund for "the change" required at the beginning of the operations and any time thereafter
- (j) The Fee Contractor shall submit and operating manual within 30 days of commencement of collection of fee, for collection of user fee highlighting. amongst others. The methodology for user fee collection, entire process, documentation, accounting, transfer of revenue to SPV, same shall be approved, with such modification as considered necessary, by the SPV.
- (k) The Contractor shall also ensure to have system of counter checking over the performance of its own persons specially those who are (i) involved in collection of user fee in the booths and (if) assisting the booth operators.
- (l) The contractor also agree to abide by the requirement of Section IV and Section V specifically on deployment of the personnel for the purpose of this Contract.
- (m) The Contractor agrees that maintaining adequate change/ coins and giving correct change to the road users, while paying / receiving user fee is his sole responsibility and undertakes not to indulge in

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wrong practices like giving namkeen/ coffee/wafer packets, etc. instead of giving change for the balance amount to the road users. In case it is found during the surprise checks that the Contractor is giving namkeen/ coffee/ wafer packets in lieu of change, the Contractor at his cost shall issue an advertisement in the local newspapers asking the road users to approach the Fee Plaza Office for getting back the change by returning namkeen/ coffee/ wafer packets by showing the user fee payment receipt.

- (n) Contractor shall ensure compliance with all applicable laws of India, including labour laws, such as Payment of Minimum Wages (Central or State whichever is higher) according to category and zones **including** labour welfare cess, Statutory bonus, Employees' State Insurance and Provident Fund, etc. in relation to its personnel. Contractor shall initially provide a copy of all its registration required under the laws of India for SPV's verification and subsequently submit a copy of the payments made to the statutory authorities on a monthly basis to the SPV for its verification and records. Contractor agrees to provide copies of the relevant documents /Statutory Registers to SPV as required by SPV at any time without demur.
- (o) The Contractor shall, prior to the close of each day, send to the SPV, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Road Section within 500 meters on either side of the plaza relating to the safety and security of the Users and Road Section. A weekly and monthly summary of such reports shall also be sent within three days of the enclosing of each week and month, as the case may be. For the purposes of this Clause accidents and unusual occurrences on the Road Section shall include:
- (i) Death or injury to any person;
  - (ii) Damaged or dislodged fixed equipment;
  - (iii) Any obstruction on the Road Section, which results in slow down of the services being provided by the Contractor;
  - (iv) disablement of any equipment during operation;
  - (v) Communication failure affecting the operation of Road Section smoke or fire;
  - (vi) flooding of Road Section; and
  - (vii) Such other relevant information as may be required by the SPV

## 2. CONTRACT

The contract period of Contractor shall be valid initially for a period of 01 (one) year from the date of execution of agreement/issue of work order. The Contract can further be extended for another 1 (one) year as mutually agreed to, between the parties at the same rate, terms and conditions of this contract. Before the expiry of the stipulated period, either party shall give in writing its intention to extend the contract. If the contract is agreed to be extended by both the parties, the same shall be communicated in writing.

## 3. BID SECURITY

The Bidder is required to submit a common bid security as per the terms and conditions of this RFE.

## 4. PERFORMANCE SECURITY

The successful bidder, within 7 days from the date of LOA, shall furnish to the SPV a Performance Security in form of Account Payee Demand Draft or an irrevocable & unconditional Bank Guarantee (including E- Bank Guarantee) from a scheduled Bank, in the form acceptable to SPV (the "Performance Security") for an amount equal to 10% (ten percent) of its Bid Price and the same shall remain valid for the contract period + 2 months.

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### 5. PAYMENTS

SPV shall pay the monthly bills within a reasonable time in the succeeding month of billing within 15 days after receiving a valid bill with all required supporting documents. While submitting the bills for payment, the Contractor shall enclose the proof of remittance of contributions by employer as well as employee for EPF, ESI, GST and other statutory payments for the preceding month of the billing month. The GST shall be reimbursed (if applicable) to the Contractor by SPV subject to production proof of such payment by the contractor specific to the subject work.

### 6. STATUTORY REQUIREMENTS

- 6.1. The Contractor shall comply with the statutory provisions of all labour laws statutes, ordinances, rules and regulations applicable to the employment of the workers and the services agreed to be provided pursuant to this Agreement and shall obtain all necessary registration, licenses, approvals, sanctions from the Competent Authority as are required under Employees Provident Funds and Miscellaneous Provisions Act, 1952 along with Rules (EPF), Employees State Insurance Act, 1948 along with Rules & Regulations (ESI), Contract Labour (Regulation & Abolition) Act, 1970 along with Rules, 1971 along with Payment of Bonus Act, 1965 and under any other applicable laws providing that any approvals and registration that are required to be taken by the Contractor due to the nature of its business. In case the Contractor contravenes any conditions of license granted under the Contract Labour Act, the Contractor shall be wholly responsible for the consequences thereof. Further, the Contractor shall maintain all statutory registers, records as required under the applicable laws and shall produce the same, on demand to the "SPV" or any other authority under law. The SPV reserves the right to withhold invoices if the Contractor fails to produce proof of having remitted the PF/ESI dues or records are not maintained. The Contractor shall be held wholly responsible for any action taken by the Statutory Authorities for violation/non-compliance of any such provision/rule.
- 6.2. The Contractor will comply with all the requirements of the Statutory Authorities under Contract Labour (Regulation & Abolition) Act, EPF Act ESI Act, Employees Compensation Act, Minimum Wage Act, Payment of Wages Act, Professional Tax etc. including monthly contribution to be deposited with the Statutory Authorities in respect of the employment of workers by him. The wages of every person employed as contract worker shall be paid without any deductions of any kind except those specified by the Central Govt. by general or special order in this behalf or permissible under the Payment of Wages Act, 1936. The Contractor shall ensure the disbursement of wages in the presence of an authorized representative of SPV by obtaining a certificate under the signature of such authorized representative, at the end of the entries in the register of wages. If the Contractor fails to comply with any of the provision under any Act or rule or regulation applicable to it and as a consequence of which the SPV is compel to bear any additional financial burden such as fine, penalty, lose or of any other nature, the SPV reserves the right to recover such amounts from the invoices of the Contractor along with interest without prior notice.
- i. The Contractor shall maintain prescribed all such Registers/documents as required under the applicable Labour Laws (Central), for the deployed manpower regularly and submit for inspection on demand by SPV even after expiry of the period of present contract.
  - ii. The Contractor shall be required to submit to SPV consolidated monthly salary, deduction, allowances statement of each employee deployed to work duly signed along with the bills of payment for records.
  - iii. The Contractor shall ensure for holding of valid licenses for providing facility services from the concerned Govt. Departments including obtaining a valid labour license under Contract Labour (Regulations & Abolition) Act, 1970 under all statutory orders/notifications etc. and laws

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applicable under all statutory orders/notifications etc. and laws applicable and display the same at a prominent location at the toll plaza. Contractor shall also provide copies of notice of commencement and closure in prescribed format (Form-VII).

- iv. The Contractor shall submit an affidavit on due contribution of PF/ESI for the previous month, stating that they have disbursed all the due wages and has also deposited the due contribution of ESI and PF in the ESI and PF department in each month, before submitting the contractor's bill to finance/accounts department for payment to the Contractor.
- v. All the statutory obligations relating to Gratuity, PF, ESI, Bonus weekly off, minimum wages (Central or State whichever is higher) according to category and zones, labour welfare cess, Statutory bonus etc., workman compensation, leaves, inter-state migrant workers, labour welfare fund, if applicable, etc. and other requirements like uniform/washing allowance to be provided to the workers in facility services shall be the sole responsibility of the Contractor.
- vi. To ensure compliance, the Contractor has also to give an undertaking on an Affidavit that if they have not paid any dues to the contract personnel deployed by them and has not deposited the due contribution of ESI and PF, Contractor shall be responsible to pay such dues to the workers and the balance contribution of ESI and PF in future including the interest & penalty if any imposed by any Statutory Authority of Competent Jurisdiction.

### 7. **COMPENSATION**

The Contractor shall ensure that the property of SPV/NHAI is not damaged in anyway due to carelessness of deployed manpower. In case of any injury of major accident the Contractor shall be required to compensate to the deployed manpower suitably due to the negligence and for not exercising due diligence. SPV will not be responsible on this account in any way. The Contractor will also ensure proper compensation to the deployed manpower on account of injury/death during the course of their deployment. The Contractor/agency shall make necessary insurance arrangements for the manpower deployed and deposit the policy with SPV. Insurance policy will cover all staff deployed under contract for any injuries / fatal accident / death in any accident.

In the event of any dispute between the Parties pertaining to the invoices raised by Contractor, the same shall be paid to the Contractor to the extent of 75% of invoice value by the SPV until the same has been resolved as per the provisions of Clause 17 herein below.

### 8. **ADDITIONAL SERVICES**

If required by the /SPV, the Contractor/agency shall also be required to provide additional services / manpower of the categories which are not covered under the Section relating to Staff Deployment at the Toll Plazas, at the rates as decided by the SPV or minimum wages (Central or State whichever is higher) according to category and zones, labour welfare cess, Statutory bonus, Employees' State Insurance and Provident Fund, etc., whichever is higher.

### 9. **ENHANCEMENT**

- a) No improvement in the rates quoted by the Bidder will be allowed during the contract period.
- b) The total number of Manpower may be increased or decreased by the SPV/ as mentioned in scope of work as per requirement. The wages of all additional manpower will be as per contract only. The Contractor shall increase or decrease the manpower at site as requested by SPV in writing within a period of 15 days from the date of such request. If the Contractor is unable to fulfil such request, then the SPV shall have the right to execute the same through another agency at the risk and cost of Contractor.
- c) SPV may ask the Contractor for requirement of manpower of the post / category which are not mentioned in Section regarding the scope of work and the same shall be considered to be part of the scope of the contract.

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- d) Salary/wages etc. of all categories of staff deployed under facility services shall be paid by the Contractor and shall be reimbursed by the SPV after submission of the bills along with supporting documents in this regard by the Contractor.
- e) The applicability of the leaves shall be governed by the provisions mentioned in the Shops & Establishment Acts of the respective States of the Toll Plazas.

## 10. INSURANCE

- a) If required under the law for the time being in force, the Contractor shall arrange adequate insurance to cover each of its personnel deployed against any type of accidents resulting in injury / death accidents / hospitalization, while performing the Services and for all the assets owned by the Contractor. The expenditure incurred for procuring such insurance shall be borne by the Contractor alone. Any claims thereon shall be fully met by Contractor and the SPV shall not be responsible for any of such events / claims. Contractor shall provide a copy of such insurance policies from time to time for the Concessionaire's verification and records.
- b) As per the instruction of the SPV the Contractor shall also arrange adequate Insurance cover at its own cost favoring the SPV, for all the properties handed over by the SPV for comprehensive risk.

## 11. OVER PAYMENTS & UNDERPAYMENTS

- 11.1. If any damage / theft is caused to the assets / property / office equipment by staff or supervisor of the Contractor, then the Contractor shall bear the cost and SPV may deduct and withhold the payment equal to the sum of assets and property without serving any notice.

## 12. PROVISION OF INFRASTRUCTURE

- 12.1. The minimum infrastructure to be provided by the SPV and used by the Contractors are as under.
  - a) Computers and its peripherals,  
Software for running the system. If the contractor is not using SPV's software, then the software used by the Contractor shall be able to provide vehicle crossing details with number of vehicles, type of vehicle, date and time of crossing the plaza etc.
  - b) Generator/ Standby Generator for power if there is no electricity connection/ for standby requirement. Fuel for Generator will be provided by SPV.

The Contractor shall be responsible to use all the infrastructure with due care and shall ensure that the same is not damaged during the term of this Agreement due to carelessness of the manpower deployed by the Contractor. If it is found that such damage take place due to carelessness of the manpower deployed by the Contractor, then the requisite amount for the same shall be deducted from the Contractor's payment by the SPV.
- 12.2. The SPV may provide consumables at the time of handing over of the User Fee collection plazas/booths only, thereafter all consumables shall be arranged by the Contractor at its own cost and at the time of taking over the facility by the SPV, if any liability/obligation(s) regarding consumables remains unfulfilled by the Contractor, same shall be adjusted by the SPV from Performance Security.
- 12.3. All expenses for printing receipts or passes to be issued to users shall be borne by the Contractor. The Contractor shall abide by the instruction of the SPV in the matter of its format or size or language.
- 12.4. An inventory (along with the condition and present book value) of infrastructural facility /equipment, and all other articles (properties of SPV only) shall be prepared and duly signed by both the parties at the time of handing over or taking over of the User Fee Plaza(s).
- 12.5. The Contractor shall abide by all the instructions issued by the SPV/ from time to time. The Contractor also undertakes to abide by such instructions in order to make the process of User Fee collection simple,



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faster and hassle free by extending necessary cooperation in adopting the technological advancements in the process/work of User Fee collection.

- 12.6. The SPV shall make necessary arrangements for power/lighting to ensure proper working of the User Fee plaza(s) including various office equipment installed, maintaining and running all electric arrangements and stand-by generator along with electric lighting and bearing all expenses thereon during the entire period of this Contract and paying punctually electricity and water charges in respect of the User Fee plaza(s)/collection booths as they become due and payable during period of this Contract.
- 12.7. The repair of the road section at the Fee Plaza site will be the responsibility of the SPV.

### 13. CANCELTION OF CONTRACT IN FULL OR IN PART

- 13.1. Cancellation of contract in full or in part, as decided by /SPV shall be done in the following circumstances:
- (i) If the Contractor at any time defaults in proceeding with the work and continues to do so for 30 days from the date of receiving a notice in writing from SPV.
  - (ii) Commits default in complying with any of the terms and conditions of contract and does not take effective steps to rectify it within 15 days from the date of receiving a notice in writing from SPV.
  - (iii) Fails to provide the services stated in the scope of work and does not complete them within 15 days from the date of receiving a notice in writing from SPV.

In the event of default by the Contractor on any of the above, the SPV may without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to SPV by written notice, cancel the Contract as per whole or only such work where the Contractor is in default. The balance or the work withdrawn from the Contractor will be got executed through other agency at the Risk & Cost of the defaulting Contractor. The excess expenditure if any in completion of the balance work or the work withdrawn will be recovered from the defaulting Contractor.

Besides above, a penalty as deemed fit to the SPV shall be recovered from the Contractor. In case of part cancellation, the services shall be taken by SPV from any other agency by nomination as decided by the Competent Authority at the risk and cost of the Contractor.

- 13.2. SPV shall on such cancellation have powers to take possession of the site and any materials thereon; and /or carry out the incomplete work by any means at the risk and cost of the Contractor. Any excess expenditure incurred or to be incurred by SPV in completing the works or part of the works or the excess, loss or damages suffered or may be suffered by as aforesaid after allowing such credit as shall be recovered from any money due to the Contractor on any account and if such money is not sufficient the Contractor shall be called upon in writing to pay the same within 30 days.

### 14. Dispute Resolution

- 14.1. 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, whether during the execution of the work or after the completion and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the Conciliation Procedure as set forth below.
- 14.2. 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 reasonable access to all the records, information and data pertaining to any dispute.

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### 14.3. CONCILIATION

In the event of any dispute between the parties, either party may require such dispute to be referred to the SPV for amicable settlement thereof, and upon such reference the SPV shall refer the dispute to one conciliator of the rank of Manager/Advisor and the parties shall agree on the name of a sole conciliator appointed by SPV, for commencement of conciliation proceedings. The conciliation proceedings shall be in accordance with the procedure prescribed in PART III "CONCILIATION" of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015.

The Parties agree that the process of Conciliation and Amicable Settlement Mechanism shall be final.

### 15. GENERAL

- (a) In the event of any dispute over the interpretation of any of the clauses of this agreement or any part thereof including definitions, the decision of SPV shall be final and binding on Contractor.
- (b) The jurisdiction of legal complaints shall be confined to New Delhi only.
- (c) The SPV and Contractor shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute arising between them under the contract or in connection with it.
- (d) In the case of a dispute or difference arising between the SPV and Contractor relating to any matter arising out of or connected with this contract, such dispute or difference shall be referred to Hon'ble Courts in respective State only and the decision of Hon'ble Court i.e. Lower Court, High Court & Supreme Court shall be binding on both the parties.

16. The Contractor shall issue photo identity cards at his own cost with the details viz. name, Father's Name, Date of Birth, Name of the Organization with address and telephone No., blood group etc. to each and every worker, supervisory staff. Security staff shall be at liberty to exercise check on any of the works, supervisors while entering, search them in the premises during the work and while leaving from the premises. The Contractor shall also make arrangements to provide 2 sets of summer uniforms in the month of March (with firm's logo and name of worker) and 2(two) sets of winter uniform in the month of October with pullover (with firm's logo and name of worker) to each employee, per year at its own cost and will be distributed well before the one set of the season in presence of representative of SPV. The personnel shall be equipped with safety-shoes and reflective gear.

17. All the statutory obligations relating to Gratuity, PF, ESI, Bonus weekly off, minimum wages (Central or State whichever is higher) according to category and zones, labour welfare cess, Statutory bonus, etc., workman compensation, Leave etc. and other requirements like uniform/washing allowance to be provided to personnel in facility services shall be the sole responsibility of the Contractor.

### 18. INTER-SE RELATIONS:

- 18.1. (a) In all circumstances it is clearly understood by the parties that the personnel deployed by the Contractor shall have no connection whatsoever with the SPV and the relationship of master and servant or employer and employee shall be only between the Contractor and the personnel deployed by it.
- (b) In case of any breach by the Contractor in the payment of such statutory dues not necessarily pertaining to its personnel/employees, the SPV shall be entitled to adjust the same from the Performance Security and pay such statutory dues to the appropriate authority. The Contractor shall replenish the Performance Security within 7 (seven) days of the notice by the SPV. The decision of the SPV in this regard shall be final and binding on the Contractor.



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- 18.2. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the Contractor shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in the SPV.
- 18.3. The Contractor shall at all times (including after employment ends for any reason):
- (i) Hold all confidential information in confidence and not discuss, communicate or transmit to others or make any unauthorized copy of or use the information held by you in fiduciary capacity or in any other capacity, position or business unrelated to SPV and unauthorized by SPV;
  - (ii) Use the confidential information in confidence only in furtherance of proper SPV related reasons for which such information is disclosed or discovered; Take all reasonable action, that SPV deems necessary or appropriate, to prevent unauthorized use or disclosure of, or to protect SPV's interests in, the confidential information except as required by law to do so.

## 19. RIGHT OF INSPECTION

- (a) The SPV reserves the right to conduct checks including surprise checks at any time, to check/observe/witness the activities of the Contractor including the User Fee collection Plaza(s) and to monitor or to ensure that any or all the activities including User Fee collection enunciated by this Contract are being carried out properly by the personnel deployed by the Contractor.
- (b) The SPV may exercise any check/control to ensure discharge of various obligations by the Contractor under the Contract including but not limited to following:
  - i. Correctness of the User Fee charges recovered from users, as prescribed
  - ii. Issue of proper Receipts to all Vehicles.
  - iii. Maintenance of proper registers including those relating to collection of User Fee from different type of vehicles.
  - iv. Checking data in electronic/soft form;
  - v. Maintain User Fee Plaza(s) and its appurtenances by the Contractor at his cost and ensure that they are in good running condition.
  - vi. There is no delay to the traffic due to procedure of collection of User Fee and also there is no traffic jam at the User Fee Plaza(s); and
  - vii. Any other check or control as considered appropriate by the SPV including through its authorised representative.
- (c) The SPV reserves the right, through itself or third party, to conduct inspections, checks or surprise visits on the activities of Contractor by conducting various assignments like noting down registration number of vehicles crossing the plaza for the purpose of verifying the same against reports generated from plaza activities for a particular period surprise cash verification, no undue delay occurs in clearing the traffic due to operational procedure; and any other checks as considered necessary to monitor or ensure that all the Services are being carried out properly by Contractor for appropriate action within the frame work of this Agreement.

## 20. OTHER TERMS & CONDITIONS OF THE CONTRACT

- 20.1. Removal of Workmen: The Contractor shall replace the person from the works who in the opinion of the SPV officer, misconducts himself or is incompetent or negligent in the proper performance of his duties. Such person shall not be again employed upon the works without permission of the SPV officer.
- 20.2. Instruction and Notices; All notices required to be given by one party to the other party on the address given by Contractor and all other communications, documentations and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

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- 20.3. All notices to be given by the SPV to the Contractor under the terms of contract which shall be served upon to them on their designated e-mail or delivering the same to the contractor's place of business, herein given above.
- 20.4. Amendment: Terms of this Contract can be amended with the mutual consent of both the parties. 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.
- 20.5. Operational Transparency: The Contractor shall be solely responsible for efficient and transparent work and management of User Fee collection at all points of time.
- 20.6. Losses due to non-compliance: If there are any losses due to non-compliance of any of the above obligations, the same shall be mentioned by Contractor in its monthly invoices and the SPV shall deduct such losses from the monthly invoices and pay the balance amount to Contractor in accordance with this Agreement.
- 20.7. Supervision/ Monitoring of the Contract: The SPV may appoint or any other company/person as an agency for supervision/ monitoring of the activities of the contractor under this contract.
- 20.8. Increase or Decrease of Manpower deployed: The total number of Manpower may be increased or decreased by the SPV as mentioned in scope of work as per requirement. The wages of all additional manpower will be as per contract only. The Contractor shall increase or decrease the manpower at site as requested by SPV in writing within a period of 7 days from the date of such request. If the Contractor is unable to fulfil such request, then the SPV shall have the right to execute the same through another agency at the risk and cost of Contractor.
- 20.9. **Change in Minimum Wages:** In case the applicable minimum wages (Central or State whichever is higher) including labour welfare cess, Statutory bonus, Employees' State Insurance and Provident Fund, etc. for a particular category/zone/area increases from that as on base date, then the SPV shall bear the cost of such increase in accordance to the amount quoted by the Contractor.
- 20.10. In case of decrease of applicable minimum wages (including labour welfare cess, Statutory bonus, Employees' State Insurance and Provident Fund, etc). then the SPV shall recover such cost from the Contractor/Agency in accordance to the amount quoted by the Contractor. The increase or decrease shall be effective from the date of publishing of minimum wages circular/order by the governing body.
- 20.11. For the avoidance of doubt, in case the applicable minimum wage (including labour welfare cess, Statutory bonus, Employees' State Insurance and Provident Fund, etc.) for a particular category/zone/area have been changed for a particular workman/employee from Rs. 1000 to 1200 and the rate quoted by the Contractor in its financial bid is 1070 against the said workman/employee, then the difference of Rs. 1200 (Revised Minimum Wage) and Rs. 1000 (Original Minimum Wage) shall be reimbursed by the SPV i.e., Rs. 200/- and final rate payable to contractor shall be Rs.1070 + Rs.200 = Rs. 1270.

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### Annexure C – SPECIAL CONDITIONS OF CONTRACT

1. The Contractor shall make arrangement to issue **Plastic Identity cards** with Photographs to each of the staff for entry into the premises. These I-cards shall be issued by the Contractor at his cost. Security staff shall be at liberty to exercise check on any of the workers, supervisors while entering, search them in the premises during work and while leaving from the premises.
2. In case it is felt by the SPV officer or his authorized representative that any workman or supervisor of the Contractor is not suitable for carrying out the job or for supervision then the workmen or the supervisor is to be replaced immediately by the Contractor on receiving official communication from SPV.
3. All work under and in course of execution shall at all times be open to the inspection and supervision of the SPV officer or his authorized subordinates. Orders given to the contractor's agent shall be considered to have the same force as if these have been given to the Contractor himself.
4. The Contractor shall undertake to comply with all the provision provided in the Labour Law and responsibilities of the Principal Employer and provide the requisite appropriate documentary evidence in support of the same and also indemnify and keep indemnified the SPV against any claim whomsoever arising out of or relating to this assignment.
5. **Period of contract**  
The contract period of Contractor shall be valid initially for a period of 01 (one) year from the date of execution of agreement/issue of work order. The Contract can further be extended for another 1 (one) year as mutually agreed to, between the parties at the same rate, terms and conditions of this contract. Before the expiry of the stipulated period, either party shall give in writing its intention to extend the contract. If the contract is agreed to be extended by both the parties, the same shall be communicated in writing.
6. **Extension of contract**  
If the Contractor shall desire an extension of contract, he shall apply in writing to the SPV officer within 30 days before the expiry of contract. SPV will decide whether the Contract can be extended or not and shall communicate the same to the Contractor.
7. During the tenure of the contract the Contractor has to coordinate his work with other agencies working inside or outside the building while attending to his jobs.
8. The Contractor shall pay & continue to pay during contract and also pay till full settlement with the labour(s) or workers for all statutory requirements applicable as per rules and applicable law, including gratuity / retrenchment benefits pertaining to the currency of the contract. He shall indemnify SPV and shall keep SPV indemnified against such claims.
9. In the event of the Contractor committing any breach of any terms and conditions herein contained and /or required to be observed and performed by the Contractor for the satisfactory and faithful performance of the contract, SPV shall be at liberty to terminate this contract by giving three months' notice and without assigning any reason and SPV shall be entitled to forfeit the security deposit or any part thereof.

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10. In case of non-compliance of contract obligations with regard to and also in case of any damages or breakages to the buildings and fittings attributable to Contractor's labour, Contractor will be responsible for repairing /replacing the same at his cost failing which cost with suitable penalty shall be imposed on the Contractor by officer of SPV whose decision shall be final and binding on the Contractor.