

# Request for Proposal for Empanelment of Service Provider for Routine Maintenance

**Doc No.:** NHIT/FY25-26/RFE/Routine Maintenance

# Tender No.: NHIT/FY25-26/RFE/Routine Maintenance

Request for Empanelment ("RFE") issued by National Highways Infra Trust ("NHIT") for Empanelment of Service Providers for Routine Maintenance Works for the Projects under SPVs of NHIT

	BID SUMMARY				
(i)	Last date and time for receipt of Bidding Documents	18 August 2025 up to 17:00 Hour			
(ii)	Date and Time of Opening of Technical Bids	18 August 2025 up to 18:00 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: <u>tender@nhit.co.in</u>

Date: 30.07.2025



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### Request for Proposal for Empanelment of Service Provider for Routine Maintenance

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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 Service Providers for Routine Maintenance Works for the Projects under SPVs of 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 Inviting Tender

- The National Highways Infra Trust (hereinafter referred to as "NHIT"), invites bids from reputed
  parties for Empanelment of Service Providers for Routine Maintenance Works for the Projects
  under SPVs of NHIT as detailed in this Request for Empanelment ("RFE").
- 2. The Service Provider (s) will be empaneled under the Quality 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 2 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 Inviting 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 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 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 letter 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 (<a href="https://nhit.co.in">https://nhit.co.in</a>). 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 Service Providers for Routine Maintenance Works for the Projects under SPVs of NHIT"

7. Address for Communication:

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

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 Empanelment of Service Providers for Routine Maintenance Works for the Projects under SPVs of NHIT	
2.	Date of issue of RFE	30 July 2025	
3.	Last date for receiving queries from bidders	10 August 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	12 August 2025	
6.	Bid due date (Last date for bid submission)	18 August 2025 up to 17:00 Hour	
7.	Opening of Bids	18 August 2025 up to 18:00 Hour Corporate Office: Unit No.: 324, 3rd Floor, D21 - Corporate Park, Sector-21, Dwarka, New Delhi-110077	



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#### <u>Section 2 - Instructions to the Bidders</u>

#### 1. Introduction:

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

#### 2. Proposal:

NHIT seeks proposal for the **Empanelment of Service Providers for Routine Maintenance Works for the Projects under SPVs of 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 <a href="mailto:Tender@nhit.co.in">Tender@nhit.co.in</a> 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 <a href="https://nhit.co.in">https://nhit.co.in</a> 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 Service Providers for Routine Maintenance Works for the Projects under SPVs of NHIT" should reach the undersigned, latest by date/time mentioned in the Section 1 Notice inviting Tender, in hard copies/in original and shall remain valid for 120 days thereafter. The proposal should be signed by the authorized signatory of 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.

#### 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



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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 into disqualification from the bidding process.

#### 6. **Opening and Evaluation of the Bids:**

- 6.1. 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.
- 6.2. 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.
- 6.3. Prior to evaluation of the Bids, the NHIT shall determine whether each Bid is responsive to the requirements of this RFE.
- 6.4. 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.
- 6.5. The Bidders would be evaluated on the criteria mentioned in Section 4 of this RFE and shortlisted for the purpose of empanelment.
- 6.6. 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 Inviting Tender.
- 6.7. Prior to evaluation of the Bids, the NHIT shall determine as to whether each Bid is responsive to the requirements of this RFE document.

# 7. 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:

- 7.1. If a Bidder submits more than one Bid against this RFE.
- 7.2. The physical bid submissions are incomplete/ inadequate to the requirements of the RFE Documents.
- 7.3. Documents are submitted loose. (To clarify, the documents should be serially numbered and be submitted in hard bound / spiral bound).
- 7.4. If in case the Power of Attorney or the Authority Letter is not provided.
- 7.5. If a Bidder submits a conditional Bid or makes changes in the terms and conditions given in this RFE document.



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- 7.6. Failure to comply with all the requirements of the RFE document by a Bidder.
- 7.7. If the Bid is not submitted in the formats prescribed in the RFE document.
- 7.8. If the envelope containing physical submission is not sealed and marked as prescribed in the RFE document.
- 7.9. A Bid valid for a period of time shorter than prescribed in the RFE document.

#### 8. Conflict of Interest:

- 8.1 Bidders at all times shall 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.
- 8.2 NDA clauses to be signed between NHIT entities and the vendor post release of the LOA, wherever applicable.

#### 9. Fraud and Corruption:

- 9.1. Bidders would be required to observe the highest standard of ethics during the selection and execution of such work. NHIT defines:
  - 9.1.1 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - 9.1.2 "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the 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.
- 9.2 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.
- 9.3 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.
- 9.4 The bidder declared ineligible for corrupt and fraudulent practices by NHIT in accordance with the above paras shall not be eligible for selection.

#### 10 Consortium of Bidders is not allowed.

#### 11 <u>Termination</u>

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

#### 12 Minimum Eligibility Criteria:

- 12.1 The Bidder/Company should have cumulative revenue/turnover of not less than INR 15 crore for Small scale Projects, and INR 50 Crore for Large scale projects from Routine Maintenance & Incident Management works Only during the last three financial years ending 31/03/2022, 31/03/2023 and 31/03/2024. Certified copies of financial statements or certificate of turnover from Statutory Auditor/ Chartered Accountant of the Bidder to be submitted along with the bid.
- 12.2 **Project Experience**: Executed a minimum of 2,000 lane kilometers of highway maintenance/



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operation works in the last five (5) financial years for large scale projects and 1000 Lane KM for Small scale Projects. Certified copies of the LoAs/Orders issued by client or any other documentary proof of completion to be provided.

- 12.3 **Project Scale**: Successfully executed at least **Two (2) projects**, each with a length of more than 550 lane Kilometers for large scale projects and 300 lane kilometers for Small scale Projects, within the last **Five (5) financial years**.
- 12.4 Sector-Specific Experience: Minimum five (5) years of experience in Routine Maintenance of ToT, InVIT, BoT, or HAM Projects.
- 12.5 **Manpower Strength:** The bidder must have a minimum of 25 full-time employees for large scale and 15 for small scale projects on their payroll, including technical and operational staff, as of the bid submission date.
- 12.6 The Bidder should have a minimum technical score of 70 marks as per evaluation criteria mentioned in Section 4 including their presentation scores. Only those bidders who score a minimum of 70 marks shall be considered as Technically Qualified Bidder.
- 12.7 The Bidder shall not be an associate of the Sponsor i.e., NHAI, or NHIT or IDBI Trusteeship Services Limited.
- 12.8 **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.
- 12.9 **Blacklisting:** The bidder should not be debarred/ blacklisted by any Government agency/PSU in India as on date of submission of the Bid.
- 12.10 **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.

#### 13 Disqualification Criteria:

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

- 13.1 Submitted the proposal documents after the response deadline.
- 13.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 13.3 Failed to provide related clarifications, when sought.
- 13.4 Respondent or its partners declared ineligible by CPSU/ SPSU/ Government companies/ Government organizations/ regulatory authorities for corrupt and fraudulent practices or blacklisted.
- 13.5 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.
- 14 Tax Payment GST Payment Clause: The bidder must have a valid GST Registration and PAN in India. In case of payment to a GST registered supplier, 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:
  - 14.1 The GST portion that would be released would be proportionate to the amount of work certified as due for payment.
  - 14.2 If the GST for any previous invoice is not reflected or reflected incorrectly in GSTR-2B after the due date of filling 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.



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- 14.3 However, the GST portion for the final invoice will be withheld till the GST of all invoices including the final invoice are accurately reflected in the GSTR-2B.
- 14.4 If a consultant/contractor/vendor abandons their work before completion, the unpaid GST portion of all invoices raised by them shall be withheld until the GST portion for the said invoices are reflected accurately in GSTR-2B.

#### 15 Technical Evaluation Criteria:

- 15.1 Technical Evaluation shall be based on the Technical Bid submitted by the Bidders as per Section 4 Form of Technical Proposal.
- 15.2 The evaluation of the Technical Proposals shall be carried out with a maximum score of 100 as per the methodology mentioned in Section 4 Form of Technical Proposal.
- 15.3 The Technical Proposal shall be submitted in physical form along with all supporting documentation/information as mentioned along with the criteria.
- 15.4 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.
- 15.5 Experience in conducting similar Services for roads including National Highways & Expressways.

#### 16 Procedure for Empanelment of Service Provider (s):

- 16.1 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.
- 16.2 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.
- 16.3 NHIT proposes to appoint Four Service Provider (s). However, NHIT reserves the right to appoint an additional Service Provider (s) at its discretion.
- 16.4 NHIT shall decide the allocation of projects/roads/toll plazas between Service Provider (s) at its discretion.

#### 17 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.

#### 18 Documents to be submitted along with the technical bids:

- 18.1 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.
- 18.2 Technical bid in the form provided in the RFE duly signed by the authorized representative of the bidder on all pages.
- 18.3 Detailed CV of the personnel of Proposed Team certified by Authorized Signatory of the Bidder.
- 18.4 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.
- 18.5 Undertaking in the format provided in the RFE duly signed by the authorized representative of



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the bidder on all pages.

#### 19 Financial Bids / Fees:

- 19.1 The Bidder will be required to submit financial proposal as per Section 5 Form of Financial Proposal (whenever required post empanelment).
- 19.2 The fee quoted should be unconditional.
- 19.3 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.
- 19.4 The fees shall be payable as per payment schedule after submission of an appropriate tax invoice.

#### 20 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.

#### 21 Key Terms and Conditions of Selection/Empanelment

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

#### 22 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.

#### 23 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

#### 24 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.

#### 25 Force Majeure

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events



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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.

#### 26 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.

#### 27 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.

#### 28 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 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

The Scope of Work as defined in this document shall mean and include, during the Contract Period, Routine Maintenance of the Project Highway (excluding the TMS and ATMS system and its maintenance) subject to and in accordance with the provisions of the Work Order and Article 15, Article 16, Article 18, Schedule F & H of the Concession Agreement, and performance and fulfilment of all other obligations of the Contractor in accordance with the provisions of the Work Order and matters incidental thereto or necessary for the performance of any or all of the obligations of the Contractor under the Work Order from the Effective Date. The Scope of Work of the Contractor shall, inter-alia, be governed by the O&M requirements prescribed and covered in Article 15 and Schedule F of the Concession Agreement of the respective project and include Routine Maintenance of Project Highway and Project Assets. The Employer shall have the right to modify the Scope of Work at its discretion and the Contractor shall accept such modifications and execute the Works without any protest. The scope of Work of the Contractor, inter alia shall include the following-

The Employer and the Contractor have carried out a joint Site inspection and have prepared an inventory of Project Assets available as on the date of execution of the Work Order. Such list of Inventory of Project Assets prepared along with the details of its condition (**Joint Inventory**) in the prescribed format provided by the Employer. The Contractor shall provide all assistance in the preparation of such Joint Inventory pertaining to the Project Assets / facilities containing details of all assets of the Project Highway to be maintained by the Contractor from the Effective Date.

- (a) Median & Avenue Maintenance: Trimming of plants/shrubs in the median, islands, rotary, interchanges, toll plaza, truck lay bye and at other facilities of the Site along with disposal of branches/undesirable vegetation/debris including supplying and spreading manure, pesticides, and insecticides as and when required as per Site conditions and as directed by Project head or his representative. All cut vegetation and debris shall be disposed of at designated locations with such procedures so as not to create environment hazard. Trimming and shaping of hedges and trees within the control of the Contractor.
- (b) Roadside Maintenance/Row (Avenue till boundary pillar): General cleaning and disposal of branches/undesirable vegetation/ debris from roadside as directed by site in-charge with all leads and lifts complete. All cut vegetation and debris shall be disposed of at designated locations with such procedures so as not to create environment hazards.
- (c) Maintenance of existing & new plants (Median & Avenue): A joint inspection to count the number of plants present in the median and avenue shall be carried out between the Contractor and the Company and access to the median and avenue shall be provided to the Contractor for maintenance of plants. The Contractor will be required to maintain the minimum number of plants (median & avenue) as found out through this joint inspection. The Contractor will be liable for damages if Contractor fails to maintain such minimum number. The Contractor shall be responsible for having a maintenance and management plan in place for trees, shrubs, turfing and hedges to sustain their development in a dignified manner pleasant in appearance. The Contractor shall also be responsible for numbering and maintaining a register of all roadside trees within Right of Way (ROW). The Contractor shall be responsible for Maintaining the additional median and Avenue Plantation planted by the Employer at any point during the contract period, and no COS shall be awarded for the same.
- (d) Watering: Watering of all plants/shrubs planted for aesthetical/environmental purposes to keep them all the time in healthy state. In the event the Contractor fails to water the plants and keep them in healthy state, the Company may at its sole discretion hire another Contractor or hire labour to water the



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plants. Any costs and expenses incurred in relation thereto shall be solely to the account of the Contractor and shall be deducted from the Monthly RA bill or any other amount payable to the Contractor. In case the amounts payable to the Contractor in the subsequent month, are not sufficient then the Contractor shall be responsible to reimburse such costs and expenses within 15 (fifteen) days of issuance of notice by the Company

- (e) Cleaning of Road Furniture (Delineators, Signboards, MBCB, PGR, Gantry Boards, KM, HM, 5th KM Stones Guard Post & Boundary Pillars, Kerb etc.): Cleaning of Road furniture in medians. Roadside and service roads, as directed by site in charge at least once a month.
- (f) Sweeping/cleaning of Road: Surface cleaning of main carriageway along with paved shoulder and service roads, preferably by mechanical means/Mechanical broomer/Vaccum Machine/sweeping machine (As per the requirement of the Project)/Manual wherever required along with disposal of debris from Site as directed by site in charge with all leads and lifts complete including wet cleaning of kerbs at least every month. All cut vegetation and debris shall be disposed of at designated locations with such procedures so as not to create environment hazards.
- (g) Cleaning of Drains: Cleaning of roadside(Lined Drain & Earthen Drain), median drains, Cut Drains (Median Chute & Divider Chute) Side Slope Drains, re-shaping of earthen drain wherever required including disposal of sediments, water/mud stagnated, garbage, excess material etc from site with all leads and lifts complete in all respect as directed by the site in-charge carrying out.
- (h) Cleaning of Toll Plaza and booths (Outside): Cleaning of toll plaza pavement area, toll plaza ROW, toll booths and lanes & separators, bull nose, crash barriers including wet cleaning of road furniture in toll plaza area.
- (i) Cleaning of Waterway of Structures: Desilting, cleaning of culverts (box, slab & pipe), underpasses, bridges, flyovers, ROBs etc. including disposal of excess material from site with all leads and lifts complete in all respects as directed by Site-In-Charge.
- (j) Safety during Service: The Contractor shall, throughout the execution and completion of the Services, have full regard to the safety of all persons at the Site and keep the Site in an orderly state appropriate to the avoidance of danger to such person, establish and execute traffic diversion and traffic management in accordance with the safety requirements specified by relevant authority and the Concession Agreement. Safety procedures to be followed by the Contractor shall be as per prevailing IRC Codes and Standards. However, the minimum quantities of safety material required shall be provided by the employer. The Contractor shall prepare an emergency response plan for the performance of Service at the Site. The emergency response plan shall detail the Contractor's procedures, including detailed communications arrangements, for dealing with all emergencies that could happen at the Site or affect the Site. This includes where applicable, injury, sickness, evacuation, fire, chemical spillage, severe weather and rescue.

The Contractor shall train their staffs regularly, brief the staff at the beginning of every shift and ensure that the staff is courteous and well behaved.

#### I. Maintenance of Project Highway Landscaping

a) The Contractor shall ensure the maintenance of all trees, shrubs and similar vegetation in quantity and quality as handed over to Contractor, in the median and within the Right of Way. The Contractor shall take adequate and appropriate measures, during the various seasons, to ensure



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the survival of the plants. The Contractor at his cost shall remove the dead plants and replace them with plants /shrubs as approved by Employer/IE/Authority. The Contractor shall be solely responsible for the survival of the plants and shall be responsible for maintaining the number of plants always handed over by the Employer. The Employer and Contractor shall jointly review and reconcile the plants every Bi-monthly and the Contractor shall replace the missing or dead plants with new plants/trees at no additional cost to Employer

- b) Maintenance of the Project Highway landscape will include attending to repairs to elements of the landscape connected works as and when necessary and replacement of irreparable items and dead plants and trees.
- c) Trees will be maintained as per the guidelines in IRC: SP: 21 and as per the Specifications and Standards.
- d) Routine Maintenance such as trimming and shaping will also cover those hedges and trees within the Right of Way, which affect the performance of the Project Highway.
- e) Cutting or clearance of trees and shrubs to safeguard visibility at intersections, road bends, accesses and signs will be carried out in such a way as to avoid permanent damage to hedges and trees. Hedges and trees overhanging carriageways will be trimmed to provide a minimum headroom of 5.5 meters at all times.
- f) Turfing within the Right of Way shall be mown to achieve a visual pattern in harmony with adjacent areas. Mowing will be done when the height of cut reaches 150 mm; and
- g) The grass/turf within the Rights of Way will be maintained in such a way that the roadway isfree of obstruction and the availability of sight distance is ensured at intersections, passing zones, curves, etc. The grass/turf around crash barrier, headwalls, paved ditches, etc., will be maintained neatly. Maintenance work will also involve de-weeding, watering and manuringas per industry standards and /or prescribed elsewhere in the Agreement and the Concession Agreement.

#### II. <u>Maintenance of Project Highway Lighting System</u>

The maintenance of Project Highway traffic lighting system shall include:

a) The Contractor shall supply required Electrical labors on daily basis to the Employer's Electrical Engineer / Electrician as a helper to carryout day to day Project Highway related activities.

#### III. Road Property Maintenance

- a) The Contractor shall ensure maximum availability and efficient utilization of the Project Facilities.
- b) The Contractor shall maintain the list of Project Assets and continually update the same of any additions to the infrastructure as part of Capacity Augmentation. If there is any damageor loss due to any reason attributable to Contractor, the same shall be rectified by or recovered from the Contractor.
- c) The Contractor shall report to the Employer within 24 (twenty-four) hours of occurrence any damage or loss to any asset of the Project Highway like; signage, delineators, boards, etc., by way of theft or malicious damage by anti-social elements the same shall be rectified as per mutually agreed schedule and it shall be compensated to the Contractor.

#### IV. Annexure A3

a) Additional scope of Works shall be shared at the time of Financial Proposal, for which rates will be agreed to ensure complete responsibility for rectification/repair of minor defects in compliance with Schedule F of Concession Agreement. The Contractor shall intimate the requirement of any of the items and upon written confirmation from the Employer, shall execute such work. The Employer has the right to intimate to the Contractor to carry out any of the items based on site requirements. The maximum quantum of works that can be executed every month will be limited to 30% of value of main works and also the cumulative value of such works shall be limited to 30% of the total contract value during the Contract Period. The tentative quantum of work proposed to



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be executed every quarter shall be validated from the Employer on or before 10<sup>th</sup> of that respective quarter. The proposed quantum of additional works for every month shall be signed by the Project Head and issued to the Contractor on or before 5<sup>th</sup> of every month and the same shall be a prerequisite for the Contractor to execute such works.

- b) If the Contractor refuses to execute any additional work, the same shall be executed by the Employer through other parties at the risk and cost of the Contractor. There shall also be a penalty of 15% of the cost of such works executed through any third parties. It is to be noted that a written record needs to be available for intimation of work by the Employer.
- c) The Contractor shall be responsible for the routine maintenance work (project highway shall be maintained neat & clean), repair & rectification of Project Assets as mentioned in Schedule-F of the respective Concession Agreement in accordance with the Work Order issued by the Employer. The Contractor agrees that the decision of the Employer will be final and binding in scenarios where Employer approval is required. Additionally, the Contractor shall also be responsible for obtaining the consent(s) and, or approvals from the by Employer, IE and, or, Authority for the works executed. In the event of any observations and, or instructions by PMC, IE and, or, Authority to rectify and defects or deficiency in the Works executed by the Contractor, the Contractor shall promptly inform the Employer regarding observations/instructions and rectify all such defects and deficiencies and submit the action taken report.

Scope of Work shall include all the items including supply of labour, tools and tackles required for the Works, unless otherwise specifically mentioned to the contrary elsewhere in this Contract.

The Contractor is responsible for transportation (in a covered passenger vehicle) of its labours at risk and cost, for carrying out the Works at Site and it is specifically agreed that the Contractor shall not use the Employer's vehicle for whatsoever reason.



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#### Section 4 - Form of Technical Proposal

Sub: RFE issued by National Highways Infra Trust for Empanelment of Service Providers for Routine Maintenance Works for the Projects under SPVs of NHIT.

Section A: General Information

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

Section B: Technical Information (For Large Projects)

S. No	Evaluation criteria & scoring guidance	Maximum Marks	
	Experience in Executed Lane Kilometers in highway Routine maintenance/operation (Min. 5 years)		
1	2,000 Lane KM to 2,500 Lane KM – 10 Marks	20	
	2,501 Lane KM to 3,000 Lane KM – 15 Marks		
	3,001 or more Lane KM – 20 Marks		
	Cumulative Turnover in last 3 Financial Years		
	50 Crore to 75 Crore – 10 Marks		
2	>75 Crore to 100 Crore – 15 Marks	20	
	> 100 Crore – 20 Marks		
	More than 07 Projects – 30 Marks		
	Sector-Specific Experience		
3	5 years to 7 years – 10 Marks	20	
3	>7 years to 10 years -15 Marks	20	
	More than 10 Years – 20 Marks		
	Number of Employees (Min. 15 Employees)		
4	25 to 35 Employees – 10 Marks	20	
4	36 to 50 Employees – 15 Marks	20	
	51 and above – 20 Marks		
5	Presentation	20	
	Total Technical Score:	100	

Section C: Technical Information (For Small scale Projects)

S. No	Evaluation criteria & scoring guidance	Maximum Marks
1	Experience in Executed Lane Kilometers in highway maintenance/operation (Min. 5 years) 1,000 Lane KM to 1,500 Lane KM – 10 Marks 1,501 Lane KM to 2,000 Lane KM – 15 Marks 2,001 or more Lane KM –20 Marks	20
2	Cumulative Turnover in last 3 Financial Years 15 Crore to 20 Crore – 10 Marks >20 Crore to 30 Crore – 15 Marks > 30 Crore – 20 Marks	20



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		_
	Sector-Specific Experience	
3	5 years to 7 years – 10 Marks	20
3	>7 years to 10 years -15 Marks	20
	More than 10 Years – 20 Marks	
	Number of Employees (Min. 15 Employees)	
4	15 to 20 Employees – 10 Marks	20
4	21 to 30 Employees – 15 Marks	20
	31 and above – 20 Marks	
5	Presentation	20
	Total Technical Score:	100

<sup>\*</sup> 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,

Name & Signature of Bidder's Authorized Signatory

Sector-21, Dwarka -110077, Delhi,

E mail: <u>Tender@nhit.co.in</u>

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	Service Description	Unit	Rate	Amount
1	Monthly Fees for Providing Services as per Scope of Works mentioned in section – 3 of this RFP	Per KM/ Month		
Total Amount (Ex. GST):				

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.		
	We accept all the terms & conditions mentioned in the RFE. In the event of any contradiction in the term and conditions mentioned in the RFE and our proposal/ offer to NHIT, the NHIT 's decision shall prevail.	าร	
	Signature(s) and name(s) of the Authorized Signatory with Seal Date:		



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### Annexure I - List of Projects

Sr. n.	Project Project	Toll Plaza	Latitude	Longitude
1	Kothakota - Kurnool	Pullur	16.2176	78.1391
2	Chittorgarh Kota Project	Aroli	25.3465	75.2707
3	Chittorgarh Kota Project	Dhanswar	25.2376	75.7106
4	Chittorgarh Kota Project	Bassi	24.8587	74.9318
5	Belgam - Kagal	Hattargi	16.4917	74.6858
6	Belgam - Kagal	Kognoli	16.3998	74.5483
7	Palanpur - Aburoad - Swaroopganj	Khemana	24.1573	72.4604
8	Palanpur - Aburoad - Swaroopganj	Undavariya	24.5798	73.2907
9	Agra Bypass Project	Raibha	27.1595	77.7584
10	Shivpuri Jhansi Project	Raksha	25.6103	78.5402
11	Borkhedi - Wadner	Darodha	20.4798	78.8369
12	Borkhedi - Wadner	Kelapur	19.8568	78.8931
13	Rewa Jabalpur Katni Lakhnadon	Mohtara	23.258	79.8353
14	Rewa Jabalpur Katni Lakhnadon	Odhaki	24.8205	81.948
15	Rewa Jabalpur Katni Lakhnadon	Boharipara	23.2759	80.0191
16	Rewa Jabalpur Katni Lakhnadon	Kherwasani	24.4561	80.7593
17	Lakhnadon - Mahagaon - Khawasa	Madai	22.5946	79.6007
18	Lakhnadon - Mahagaon - Khawasa	Khawasa	21.8253	79.4293
19	Orai - Bara	Usaka	26.1666	79.7264
20	Hubli - Haveri - Davangere - Chitradurga	Bankapur	14.894	75.2704
21	Hubli - Haveri - Davangere - Chitradurga	Chalageri	14.6887	75.7396
22	Hubli - Haveri - Davangere - Chitradurga	Hebalu	14.4394	75.908
23	Chichira - Kharagpur	Balibhasa	22.4571	86.9841
24	Kachugaon to Rakhalbudi	Patgaon	26.4746	90.2979
25	Rakhalbudi Bus Junction to Kaljhar	Dahalapara	26.5067	90.6441
26	Kaljhar to Patacharkuchi	Galia	26.4787	91.1083
27	Muzafarnagar – Haridwar	Bahadrabad	29.9117	78.1427
28	Muzafarnagar – Haridwar	Chhapar	29.5016	77.6951
29	Bareilly – Sitapur	Faridpur	28.2167	79.55
30	Bareilly – Sitapur	Maigalganj	27.45	80.6333
31	Raipur – Simga	Tarpongi	21.4834	81.743
32	Simga to Bilaspur	Bhojpuri	21.65	82.3
33	Simga to Bilaspur	Mudipar	21.7854	82.1711
34	Chittoor to Mallavaram	Gadanki	13.3302	79.1667
35	TN/AP Border to Nalagampalli	Mahasamudram	13.2712	78.5653
36	Narasannapeta to Ranasthalam	Madapam	18.3766	84.1406
37	Anandapuram to Hanumanthavaka (VSP)	Nathavalasa	18.0439	83.4873
38	Anandapuram to Hanumanthavaka (VSP)	Fee Plaza	17.748	83.3168
39	Anandapuram – Pendurthi – Anakapalle	Dukkavanipalem	17.7667	83.3
40	Anandapuram – Pendurthi – Anakapalle	Marripalem	17.7435	83.3117
41	Gundugolanu – Devarapalli-Kovvuru	Veeravalli	17.016	81.572
42	Gandhidham (Kandla) to Mundra Port	Mokha	22.8397	69.7194

<sup>•</sup> Empaneled vendor may be considered for any Additional project which may come under SPVs of NHIT during the Empanelment period.