

**Tender No. NHIT/FY2025-26/RFE/Flexible Pavement Works**

**Request for Empanelment (“RFE”) issued by National Highways Infra Trust (NHIT) for Empanelment of Agencies/Firms for Flexible Pavement Works at Project sites under SPVs of NHIT.**

BID SUMMARY		
(i)	Last date and time for receipt of Bidding Documents	06 March2026 up to 17:00 Hour.
(ii)	Date and Time of Opening of Technical Bids	06 March2026 at 18:00 Hour.
(iii)	Place of Opening of Bids	Unit No.: 324, 3rd Floor, D21 – Corporate Park, Sector21, Dwarka-110077, New 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  
Date: 19-02-2026

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## DISCLAIMER

The information contained in this Request for Empanelment ("RFE") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of "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 Agencies/Firms for Flexible Pavement works at Project sites under SPVs of NHIT.**

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) for any project/work/ services / transaction. NHIT may accept or reject any Empanelment 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 the right to annul the process at any time prior to issuance of Letter of Award/Empanelment/Work 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 Empanelment 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.

## SECTION 1. NOTICE INVITING TENDER

- 1.1 NHIT invites Bids from eligible parties for Empanelment of Agencies/Firms for Flexible Pavement works at Project sites under SPVs of NHIT.
- 1.2 Agency/Firm will be empanelled after technically qualifying criteria as mentioned under section 4 as described in this RFE and in accordance with the practices of NHIT.
- 1.3 The RFE includes the following documents:

Section 1	– Notice Inviting Tender
Section 2	– Instructions to Bidders
Section 3	– Scope of Works
Section 4	– Form of Technical Proposal
Section 5	– Undertaking
Annexure I	– List of Project Sites
- 1.4 Brief Description of Bidding Process
  - 1.4.1 NHIT has adopted single stage evaluation process for selection of the Bidder(s) for award of the work: the Bid by the Bidders shall be submitted in physical form in the prescribed format (To clarify, the documents should be serially numbered and/or in bounded form) in the manner and before the date and time specified herein.
  - 1.4.2 After the submission of bids, each of the Bidders may be invited to make a presentation (if required) of their proposal to “NHIT”. The date and time of presentations would be intimated to Bidders separately by email. The Presentation shall be made through either video-conferencing facility or in person meeting at “NHIT” office.
  - 1.4.3 Only those Bidders whose Bids are found to be responsive and meeting the Minimum Eligibility Criteria (hereinafter referred to as Qualified Bidders) in terms of this RFE, shall be eligible to be empanelled vendor. The bidders may send their authorized representatives along with an authorization letter on the letter head of the bidder for participation in the opening of the bid. The date and time of opening of Bids of such Bidders, will be intimated to them separately by NHIT through email or uploaded on NHIT website (<https://nhit.co.in/procurement-tender/>). The Bids will be opened physically at the location provided in this document. Only one representative of the Bidder shall be allowed to attend the opening of the Bids.
  - 1.4.4 The proposal of each bidder shall be opened and evaluated
- 1.5 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: **Request for Empanelment (“RFE”) issued by NHIT for Empanelment of Agencies/Firms for Flexible Pavement works at Project sites under SPVs of NHIT**
- 1.6 **Address for Communication:**

**Shri Sandeep Khosa – GM(Procurement),**  
National Highways Infra Trust, SPV under NHIT  
Unit No.: 324, 3rd Floor, D21 – Corporate Park,  
Sector-21, Dwarka, Delhi – 110077.  
E mail: [tender@nhit.co.in](mailto:tender@nhit.co.in)

1.7 **Schedule of Bidding Process:**

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

S. No.	Description of Events	Timeline
1.	Name of Assignment	Request for Empanelment ("RFE") issued by National Highways Infra Trust (NHIT) for Empanelment of Agencies/Firms for Flexible Pavement Works at Project sites under SPVs of NHIT
2.	Date of issue of RFE	19 February 2026
3.	Last date for receiving queries from bidders	25 February 2026
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	27 February 2026
6.	Bid due date (Last date for bid submission)	06 March 2026 up to 17:00 Hour
7.	Opening of Technical Bids	06 March 2026 at 18:00 Hour Corporate Office: Unit No.: 325, 3rd Floor, D21 - Corporate Park, Sector-21, Dwarka, New Delhi-110077

## SECTION 2 – INSTRUCTIONS TO BIDDERS

### 2.1 Introduction

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

### 2.2 Empanelment

National Highways Infra Trust (NHIT) on behalf of SPVs under NHIT seeks Proposals for Flexible Pavement works at Project sites under SPVs of NHIT as per scope of work given in Section 3 – Scope of Work of the RFE document.

### 2.3 Clarification and Amendment of RFE Documents

- 2.3.1 Bidders may request clarifications on any of the RFE documents up to the time mentioned in Section 1. Any request for clarification must be sent in writing NHIT 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 the established procedure and inform the Bidders of the same through written communication or by uploading it on the website of NHIT.
- 2.3.2 At any time before the submission of the Bids, NHIT shall have the right to 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 [www.nhit.co.in](http://www.nhit.co.in) which will be binding on all Bidders. To give Bidders reasonable time for considering the addendum/ amendment in their Bids, NHIT may, if the addendum/ amendment is substantial, at its discretion, extend the deadline for the submission of Bids.
- 2.3.3 It will be the responsibility of the Bidders to keep track of any uploaded addendum/ amendment before submission of the Bid.

### 2.4 Submission of Empanelment

The Empanelment shall be submitted as indicated below:

- 2.4.1 Sealed 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. Please note that proposals with any conditionality will be summarily rejected.
- 2.4.2 Your proposal (i.e. the aforesaid sealed envelopes marked as “Bid – Proposal “**Empanelment of Agencies/Firms for Flexible Pavement works at Project sites 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 time and date, as stated above. NHIT shall not be responsible for any delay whatsoever in nature. The proposals received after the due time and date will be summarily rejected.
- 2.4.3 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.

### 2.5 Modification/Substitution/Withdrawal of Bids

- 2.5.1 The Bidder may substitute or withdraw its bid after submission prior to the Bid due date. No Bid shall be allowed to be substituted or withdrawn by the Bidder on or after the Bid due date.
- 2.5.2 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by NHIT, shall be disregarded.

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

## **2.6 Opening and Evaluation of the Bids**

- 2.6.1 The Bids will be opened after the due date at the time prescribed in the 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.
- 2.6.2 After the submission of technical bids, each of the Bidders shall be invited for making presentation (If required) of their proposal to NHIT. 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.
- 2.6.3 Prior to evaluation of the Bids, the NHIT shall determine whether each Bid is responsive to the requirements of this RFE.
- 2.6.4 The Bid of prima-facie non-responsive Bidders shall not be evaluated.
- 2.6.5 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.
- 2.6.6 The Bidders would be evaluated on the criteria mentioned in Section 4 of this RFE and shortlisted for the purpose of empanelment.
- 2.6.7 Except in case any clarification is asked 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.

## **2.7 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:**

- 2.7.1 If a Bidder submits more than one Bid against this RFE.
- 2.7.2 The physical bid submissions are incomplete/ inadequate to the requirements of the RFE Documents.
- 2.7.3 Documents are submitted loose. (To clarify, the documents should be serially numbered or to be submitted in bounded form).
- 2.7.4 If in case the Power of Attorney or the Authority Letter is not provided.
- 2.7.5 If a Bidder submits a conditional Bid or makes changes to the terms and conditions given in this RFE document.
- 2.7.6 Failure to comply with all the requirements of RFE document by a Bidder.
- 2.7.7 If the Bid is not submitted in the formats prescribed in the RFE document.
- 2.7.8 If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the bids and the same may lead to Bid being declared as non-responsive.
- 2.7.9 If the envelope containing physical submission is not sealed and marked as prescribed in the RFE document.
- 2.7.10 A Bid valid for a period of time shorter than prescribed in the RFE document.

## **2.8 Conflict of Interest:**

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

## **2.9 Fraud and Corruption:**

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

## **2.10 Consortium of Bidders is not allowed**

To be clarified, Bidder must be a single entity (natural person or a private entity), and not a group of entities (the "Joint Venture") coming together to implement the project. Bids from Joint ventures consortium, combination or any sort of arrangement between two or more than two entities, including Sub-Contracting, are not permitted.

## **2.11 Empanelment Period**

NHIT proposes to empanel Agencies/firms for a period of 2 Year. The Empanelment may be further extended for a period of 1 Year by NHIT/SPVs under SPVs of NHIT subject to satisfactory delivery of services by Agency/firm and approval from Competent Authority.

## **2.12 Termination**

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 nonresponse beyond 10 days, Termination notice may be issued with 10 days of notice.

## 2.13 **Minimum Eligibility Criteria of Qualified Bidders**

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

2.13.1 The Bidder should be having minimum 05 years' experience in Similar\* Bituminous Works on National / State Highways Projects, Proof of the same shall be attached with bidding documents.

**\*Definition of Similar Work**

Construction / Rehabilitation / Overlay / Strengthening works involving:

- Dense Bituminous Macadam (DBM)
- Bituminous Concrete (BC)
- Bituminous Macadam (BM)
- Semi Dense Bituminous Concrete (SDBC)
- Milling & resurfacing works on NH / SH / Expressways.
- Potholes filling works on NH / SH / Expressways.

### 2.13.2 **Equipment & Plant Availability**

Bidder must have their own Machineries/Equipment's as per following list:

Sl. No.	Equipment	Minimum Requirement
1.	Sensor Paver Finisher	1 No.
2.	Tandem Rollers (8–10 MT)	1 Nos.
3.	Pneumatic Tyre Roller	1 No.
4.	Bitumen Sprayer	1 No.
5.	Mechanical Broom/Air Compressor	1 No.

2.13.3. The Bidder/ Company should have cumulative revenue/turnover of a minimum of Rs 05 Crore during the last three financial years ending 31/03/2023, 31/03/2024 and 31/03/2025. Certified copies of Financial Statements or certificate of turnover from Statutory Auditor / Chartered Accountant of the Bidder to be submitted along with the bid.

2.13.4. The Bidder shall not be an associate of the Sponsor i.e., NHAI, or NHIT or IDBI Trusteeship Services Limited.

2.13.5. The bidder should have positive net worth as per the last three years audited financial report. - Certificate from the Statutory Auditor/ Chartered Accountant.

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

2.13.7. **Blacklisting:** The bidder should not be debarred/ blacklisted by any Government Agency/ NHIT/Entities of NHIT/PSU in India as on date of submission of the Bid.

2.13.8. **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.

**2.14 Tax Payment – GST Payment Clause:** The bidder must have a valid GST Registration and PAN in India. In the case of payment to a GST registered supplier, GST amount as claimed in the invoices by the consultant/contractor/Agency/Firm in terms of provisions mentioned in the Contract Agreement /Purchase Order may be paid along with their invoices subject to:

2.14.1 The GST portion that would be released would be proportionate to the amount of work certified as due for payment.

2.14.2 If the GST for any previous invoice is not reflected or reflected incorrectly in GSTR-2B after the due date of filing Return under GST Act is over, then for further payments the GST portion will be

withheld till the previous GST amount is reflected accurately in GSTR-2B and position to the extent as depicted above is rectified.

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

## **2.15 Dis-Qualification Criteria:**

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

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

## **2.16 Technical Evaluation Criteria:**

- 2.16.1 Evaluation shall be based on the Bid submitted by the Bidders as per Section 4 - Form of Technical Proposal.
- 2.16.2 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. Where Total technical score total would be computed under Section 4.
- 2.16.3 The Technical Proposal shall be submitted in physical form along with all supporting documentation/ information as mentioned along with the criteria.
- 2.16.4 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). The Bidders would be evaluated on the criteria mentioned in Section - 4 based on their Proposals received and shortlisted for the purpose of empanelment.

## **2.17 Financial Proposal:**

Bidders need not to include any Financial Proposal as part of their Bid, Financial Proposals will be called separately from the empanelled bidders on as and when required basis from the SPVs under SPVs of NHIT.

## **2.18 Procedure for Empanelment of Agency/s:**

- 2.18.1 Post qualification of the minimum eligibility criteria, the bidder(s) will be selected under the Quality Based Selection method as described in this section and in accordance with the practices of NHIT.
- 2.18.2 NHIT proposed to empanel Four Agencies/Firms. NHIT reserves the right to finalize the number of Agency/Firm to be empanelled at its discretion.

- 2.18.3 Bidder who scores minimum 70 marks as per Technical Criteria mentioned in Section 4 of this RFE, will be considered Technical Qualified Bidders and will be eligible for Empanelment.
- 2.18.4 NHIT retains the authority to determine the award of projects offered to Agency/Firm.
- 2.18.5 The Bidder/s may choose to submit their proposal for Zone-Wise as stated under:

Sr. No.	Zone					Interested State (Yes/No)
1	North Zone	Gujarat	Rajasthan	Uttar Pradesh	Uttarakhand	
2	Centre Zone	Maharashtra	Madhya Pradesh	Chhattisgarh		
3	East Zone	West Bengal	Assam			
4	South Zone	Telangana	Andhra Pradesh	Karnataka		

- \* Bidders are requested to write Yes or No in interested Zone.
- \* Bidder may Show their interest in any number of Zone (i.e. 1 or all)

### **2.19 Payment Schedule:**

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

### **2.20 Documents to be submitted along with the Bid**

- 2.20.1 Either power of attorney or an authority letter from Partner / Board / Managing Committee of the Bidder entity should be provided for authentication of the authorized signatory signing the Bid document.
- 2.20.2 Bid in the form provided in the RFE duly signed by the authorized representative of the bidder on all pages.
- 2.20.3 Detailed profile of the Bidder certified by Authorized Signatory of the Bidder.
- 2.20.4 Documents in support of the claims of Bidder regarding eligibility/ experience duly signed by the authorized representative of the bidder on all pages. NHIT may ask for 3rd party certificates from the Bidder(s), at a later stage.
- 2.20.5 Undertaking in the format provided in the RFE duly signed by the authorized representative of the bidder on all pages.
- 2.20.6 Company profile including Registration certificate, GST Certificate and MSME Certificate if applicable.
- 2.20.7 Experience Certificate self-attested along with copy of Work order/Purchase Orders.

### **2.21 Financial Bids / Fees**

Financial bids will be called from empanelled bidders as per requirements of SPVs under SPVs of NHIT.

### **2.22 Key Terms and Conditions of Empanelment**

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

### **2.23 Commencement of Supply: Within 15 days of issuance of LOA/Work Order by NHIT.**

#### **2.24 MSME Agency/Firm:**

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

#### **2.25 Safety & Work Practice:**

N.A.

#### **2.26 Indemnification:**

The Agency shall hold the NHIT/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.

#### **2.27 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).

#### **2.28 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 at New Delhi.

#### **2.29 Force Majeure**

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). In the case of a FM, the contract frees both parties (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.

### **2.30 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.

### **2.31 Ethics & integrity:**

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

### **2.32 Matter of Confidentiality:**

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

### **2.33 LOA/LoE/WO Acknowledgement:**

After Empanelment, Letter of Empanelment/LOA/WO will be issued to successful bidder. As a token of acceptance, you are requested to acknowledge the receipt of this letter with official seal & sign form the authorized signatory along with all Annexures (if any) - within 3 working days and initiate the process for the signing of the Agreement.

### **2.34 Right of Removal:**

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

### **2.35 GENERAL TERMS AND CONDITIONS:**

2.35.1 The agency/firm is solely responsible for ensuring the timely submission of their Bids at our office.

2.35.2 The agency/firm shall not sublet, subcontract, transfer or assign the package and should offer Terms with 100% Carrying Capacity.

2.35.3 The undersigned reserve the right to reject any or all bids without assigning any reason or whatsoever.

2.35.4 Bidders are advised to visit site before submission of Bids.

### **2.36 GENERAL INFORMATION**

2.36.1 Profile of the Agency/Firm with full particulars of the constitution, ownership, and business activities of the prospective Agency/Firm shall be provided along with the Bid/Empanelment.

2.36.2 Commitment(s) which shall act either as a constraint or as a conflicting interest in the proposed assignment (if any) shall be provided along with the Bid/Empanelment.

2.36.3 The Bidder shall visit the site before submission of Bid/Proposal.

## SECTION 3 – SCOPE OF WORKS

**Scope of work:** The detailed scope shall be as per given below; The work shall be executed with due diligence, adhering to environmental and safety measures, and ensuring compliance with the project's specifications and MoRTH standards.

The empanelled contractor shall be responsible for execution of bituminous pavement works (including Pothole filling) on National Highways, as instructed by the SPVs under NHIT.

### 1. General Scope

The scope includes supply of materials, construction, laying, compaction, finishing, testing, quality control, traffic management, and maintenance for bituminous pavement works in accordance with:

- MoRTH Specifications
- IRC Codes
- NHAI Guidelines
- Approved drawings and Technical Specifications

### 2. Bituminous Pavement Works

The scope shall include, but not be limited to, the following:

#### 2.1 Surface Preparation

- Cleaning of existing pavement surface
- Removal of loose material, dust, and deleterious matter
- Scarification and milling of existing bituminous layers
- Repair of potholes, cracks, rutting, and localized failures
- Levelling course / profile correction

#### 2.2 Prime Coat & Tack Coat

- Supply and application of:
  - Prime Coat on granular surfaces
  - Tack Coat on bituminous / concrete surfaces
- Use of approved emulsions / bitumen grades
- Uniform spraying using mechanical bitumen sprayers

#### 2.3 Laying of Bituminous Layers

Execution of following layers as per approved design and specifications:

- Bituminous Macadam (BM)
- Dense Bituminous Macadam (DBM)
- Semi Dense Bituminous Concrete (SDBC)
- Bituminous Concrete (BC)
- Modified Bitumen / Polymer Modified Bitumen (PMB) works
- Mastic Asphalt (where required) Including:
  - Production of hot mix from approved Hot Mix Plant
  - Transportation of mix with insulated tippers
  - Mechanical laying using sensor pavers
  - Proper rolling and compaction to achieve specified density

### 3. Rehabilitation & Strengthening Works

- Overlay works on existing pavements
- Strengthening of pavement crust
- Widening works including matching with existing carriageway
- Transition works at structures, junctions, and toll plazas

#### **4. Ancillary & Associated Works**

The scope shall also include:

- Construction of bituminous shoulders
- Works at junctions, service roads, slip roads
- Approach roads to structures
- Bus bays, lay-bys, and toll plaza lanes
- Bituminous works on ramps and loops

#### **5. Quality Control & Testing**

Contractor shall establish and maintain **field laboratory** and shall be responsible for:

- Testing of aggregates, bitumen, and mix design
- Job Mix Formula (JMF) preparation and approval
- Field density, temperature, thickness, and surface regularity tests
- Compliance with MoRTH Clause 900 series
- Rectification of non-conforming works at own cost

#### **6. Traffic Management & Safety**

Preparation and implementation of Traffic Management Plan (TMP) Provision of:

- Barricades
- Signages
- Cones
- Blinkers and reflectors
- Ensuring safety of road users and workmen
- Night working arrangements (where required)

#### **7. Environmental Protection**

- Dust suppression and pollution control
- Safe handling and disposal of waste materials
- Compliance with environmental norms and statutory approvals
- Noise control during plant and site operations

#### **8. Maintenance During Defect Liability Period (DLP)**

- Rectification of defects such as:
  - Cracks
  - Rutting
  - Ravelling
  - Surface undulations
  - Maintenance of riding quality
  - Compliance with performance standards during DLP.
- All costs towards transport, handling, hoisting, storage, watch and ward for all the materials procured for use in the Works, including all the equipment, labour, machinery, tools and tackles required for the Works and other Works related to horticulture as per needs from time to time shall be included in the Quoted Price and no extra claim on account of these charges will be entertained.
- Bidders may be asked to quote for Supply & Fixing of Road Studs jointly or separately depending on requirements at the time of sharing RFQ with Empanelled Vendors.
- Please refer to our website for present location of our Projects, however these may increase during period of empanelment.
- All costs regarding transport and handling of all the materials procured for use in the Works, including all the equipment, labor, machinery, tools and tackles required for supplying the safety items shall be included in the Quoted Price and no extra claim on account of these charges will be entertained.

## SECTION 4 – FORM OF TECHNICAL PROPOSAL

(On the letter head of the bidder)

To,

**Shri Sandeep Khosa, GM (Procurement)**  
**National Highways Infra Trust, SPV under NHIT**

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

E mail: tender@nhit.co.in

**Sub:** Request for Empanelment (“RFE”) issued by National Highways Infra Trust (NHIT) for Empanelment of Agencies/Firms for Flexible Pavement Works at Project sites under SPVs of NHIT

### **Section A: General Information**

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

### **Section B: Technical Information**

Sr. No.	Evaluation criteria & scoring guidance	Maximum Points
1	<b>05 Years’ Experience in Similar works:</b>	35
	05 Years to Less than 07 Years – 25 marks	
	07 Years to Less than 10 Years – 30 marks	
	10 or more Years – 35 marks	
2	<b>Cumulative Turnover for Last Three years:</b>	35
	05 Crore to less than 10 Crore: 25 Marks	
	10 Crore to less than 25 Crore: 30 Marks	
3	25 Crore or more: 35 Marks	15
	<b>Manpower Requirements – Minimum 10 Employees</b>	
	10 Employees to 20 Employees – 05 Marks	
	21 Employees to 35 Employees – 10 Marks	
4	36 or More Employees – 15 Marks	15
	<b>Proof of the same shall be submitted as part of Bid</b>	
	<b>Number of Similar Works Completed in last 05 Years– 15 Marks</b>	
5	05 to 09 Projects/Works – 10 Marks	15
	10 or More Projects/Works – 15 Marks	
<b>Total Technical Score:</b>		<b>100</b>

• **Minimum Qualifying marks shall be 70 marks.**

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’s decision shall prevail.

**Name & Signature of Bidder’s**  
**Authorized Signatory**

**Date**

## SECTION 5 – UNDERTAKING

(On the letter head of the bidder)

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

To,

**Shri Sandeep Khosa, GM (Procurement)**

**National Highways Infra Trust, SPV under NHIT**

Unit No.: 325, 3rd Floor, D21 – Corporate Park, Sector-21,

Dwarka, Delhi:110077, India.

E mail: tender@nhit.co.in

**Sub:** Request for Empanelment (“RFE”) issued by National Highways Infra Trust (NHIT) for Empanelment of Agencies/Firms for Flexible Pavement Works at Project sites under SPVs of NHIT.

We undertake that: -

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

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

**Date:**