

Tender No. NHIT/FY2025-26/RFE/Painting works

Request for Empanelment ("RFE") issued by National Highways Infra Trust (NHIT) for Empanelment of Agencies/Firms for Supply and application of Paint at Project sites of SPVs Under NHIT.

BID SUMMARY		
(i)	Last date and time for receipt of Bidding Documents	27 October 2025 up to 15:00 Hour.
(ii)	Date and Time of Opening of Technical Bids	27 October 2025 at 16:00 Hour.
(iii)	Place of Opening of Bids	Unit No.: 324, 3rd Floor, D21 – Corporate Park, Sector-21, 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: 07-10-2025

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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 Supply and application of Paint at Project sites of SPVs Under 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 Supply and application of Paint at Project sites of SPVs Under NHIT.
- 1.2 Agency/Firm will be empaneled 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 | – EHS Terms & Conditions |
| Annexure II | – HR Statutory Compliance Checklist |
| Annexure III | – 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 hard/spiral bound) 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 empaneled 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 National Highways Infra Trust (NHIT) for Empanelment of Agencies/Firms for Supply and application of Paint at Project sites of SPVs Under NHIT.**
- 1.6 **Address for Communication:**
- Shri Sandeep Khosa – GM (Procurement),**
NHIT WESTERN Projects Private Limited, SPV under NHIT
Unit No.: 324, 3rd Floor, D21 – Corporate Park,
Sector-21, Dwarka, Delhi – 110077.
E mail: tender@nhit.co.in

1.7 **Schedule of Bidding Process:**

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

S. No.	Description of Events	Timeline
1.	Name of Assignment	Request for Empanelment ("RFE") issued by National Highways Infra Trust (NHIT) for Empanelment of Agencies /Firms for Supply and application of Paint at Project sites of SPVs Under NHIT
2.	Date of issue of RFE	07 October 2025
3.	Last date for receiving queries from bidders	15 October 2025
4.	Pre-Bid Queries	No pre-bid meeting. The bidders must submit their queries through email at tender@nhit.co.in which will be replied at NHIT website / through email.
5.	NHIT's response to queries latest by	17 October 2025
6.	Bid due date (Last date for bid submission)	27 October 2025 up to 15:00 Hour
7.	Opening of Technical Bids	27 October 2025 at 16:00 Hour Corporate Office: Unit No.: 324, 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

2.2 Empanelment

- 2.2.1 National Highways Infra Trust (NHIT) on behalf of SPVs under NHIT seeks Proposals for **Empanelment of Agencies/Firms for Supply and application of Paint at Project sites of SPVs Under 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 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 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 Agency/Firm for Supply of Paint and Painting work at Project sites of SPVs Under 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

Registered Office: NHA Building, G-5 & 6, Sector-10, Dwarka, New Delhi-110075. Tel: 011-25076536.

Corporate Office (Delhi): Unit No. 324, 3rd Floor, D-21, Corporate Park, Sector-21, Dwarka, New Delhi-110077. Tel: 011-45120397.

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 and be submitted in hard bound/spiral bound).
- 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.

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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 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 non-response 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 have a minimum of 05 years' experience in similar works (Supply and application of Paint) (Proof of the same shall be attached with bidding documents).
- 2.13.2 The Bidder/Company should be Manufacturer of Paint and Experience of Painting works.
- 2.13.3 The bidder should have authorized dealer/applicator on PAN India basis.
- 2.13.4 The bidder should supply products conforming to IS/ISO/BIS standards.
- 2.13.5 The bidder must ensure deployment of adequate skilled manpower with valid ID proofs and training certificates.
- 2.13.6 The Bidder/Company should have cumulative revenue/turnover of a minimum of Rs 20 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.

- 2.13.7 The Bidder shall not be an associate of the Sponsor i.e., NHAI, or NHIT or IDBI Trusteeship Services Limited.
- 2.13.8 The bidder should have positive net worth as per the last three years audited financial report. - Certificate from the Statutory Auditor/ Chartered Accountant
- 2.13.9 **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.
- 2.13.10 **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.
- 2.13.11 **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 include any Financial Proposal as part of their Bid, Financial Proposals will be called separately from the empaneled bidders on as and when required basis from the SPVs under NHIT.

2.18 Procedure for Empanelment of Agency/s:

- 2.18.1 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.
- 2.18.2 NHIT proposed to empanel two Agencies/Firms. NHIT reserves the right to finalize the number of Agency/Firm to be empaneled at its discretion.
- 2.18.3 Bidder who scores minimum 60 marks as per Technical Criteria mentioned in Section 4 of this RFP, 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.

2.19 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 empaneled bidders as per requirements of SPVs under NHIT.

2.22 Key Terms and Conditions of Empanelment

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

2.23 Commencement of Services: Within 15 days of issuance of LOE/Work Order by NHIT.

2.24 MSME Agency/Firm:

Bidder shall confirm if they are/are not registered as Micro Enterprise/ Small Enterprise/ Medium

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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:

Please refer to Annexure I of the RFE.

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.

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

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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 NHIT/SPVs under NHIT reserve the right to reject any or all bids without assigning any reason or whatsoever.
- 2.35.3 Bidders are advised to visit sites before submission of Bids.
- 2.35.4 Profile of the Agency/Firm with full details of the constitution, ownership, and business activities of the prospective Agency/Firm shall be provided along with the Bid/Empanelment.

SECTION 3 – SCOPE OF WORKS

Request for Empanelment (“RFE”) issued by National Highways Infra Trust (NHIT) for Empanelment of Agencies/Firms for Supply and application of Paint at Project sites of SPVs Under NHIT.

- 3.1 Supply of PAINT & PAINTING WORKS on Projects under SPVs of NHIT with material, labor or any tools and tackle required to complete assigned works.
 - 3.2 The bidder must have access to trained and experienced painters/applicators equipped with necessary tools and safety gear.
 - 3.3 The bidder should possess or have tie-ups for necessary surface preparation equipment (e.g., grinders, sprayers, scaffolding, etc.).
 - 3.4 Testing of PAINT & PAINTING WORKS as per relevant ISO Codes may be considered in Bidders scope.
 - 3.5 Vendor has to follow all EHS requirements as per EHS Terms & Conditions (Annexure-1) of NHIT.
 - 3.6 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 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.
 - 3.7 The Bidder has to make its own arrangement for the accommodation/ transportation of its workforce, and no extra cost will be payable in this regard.
 - 3.8 Supply shall be of Water based paint/Enamel based paint and solvent based paint etc.
- List of Projects attached herewith as annexure – III

SECTION 4 – FORM OF TECHNICAL PROPOSAL

(On the letter head of the bidder)

To,

Shri Sandeep Khosa, GM (Procurement)

NHIT Western Projects Private Limited, 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 Supply and application of Paint at Project sites of SPVs Under 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	Minimum 05 Years’ Experience in Similar Works:	25
	5 Years to 7 Years: 10 Marks	
	> 7 Years to 10 Years: 20 Marks	
	> 10 Years: 25 Marks	
2	Cumulative Turnover for Last Three year from Similar works:	25
	2 Crore to 5 Crore: 15 Marks	
	>5 Crore to 10 Crore: 20 Marks	
	> 10 Crore: 25 Marks	
	<u>Documents Required:</u> Completion certificate	
3	Number of orders having value more than 10 lac in last 5 Years	30
	05 to 10 Projects – 10 Marks	
	11 to 20 Project – 20 Marks	
	21 or More Similar works – 30 Marks	
4	Number of Employees – Minimum 5 Employees	20
	05 to 10 Employees – 10 Marks	
	11 to 15 Employees – 15 Marks	
	16 or More Employees – 20 Marks	
	Total Technical Score	100

- **Minimum Qualifying marks shall be 60 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

Shri Sandeep Khosa, GM (Procurement)

NHIT Western Projects Private Limited, SPV under NHIT

Unit No.: 324, 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 Supply and application of Paint at Project sites of SPVs Under 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/ empaneled 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.

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:

ANNEXURE I – EHS TERMS & CONDITIONS– Work on Live Road

1. General

1.1. Personal Protective Equipment & Safety Appliances

The Contractor / Agency shall provide all the PPE (Personal Protective Equipment) and safety appliances required to carry out the job to all the workmen at its own cost and expenses.

1.2. PTW System (Wherever applicable, Sole discretion of – NHIT

The Contractor / Agency shall adhere to all the provisions of EHS requirements. In case of non-compliance or continuous failure in the implementation of any of EHS provisions. NHIT may impose stoppage of work without any cost or time implications /or impose a suitable penalty for non-compliance.

1.3. EHS violation Penalty List in INR

- 1.3.1. Non usage of PPEs – 1000/-
- 1.3.2. Violation of Barricading Requirements 2,000/-
- 1.3.3. Caution boards/signs not displayed.1000/-
- 1.3.4. Work without PTW system 1000/- (EPC, O&M and Work on Live Road)
- 1.3.5. Usage tools & tackles without valid third-party certification 2000/-
- 1.3.6. Deployment and usage of cranes and equipment without valid third-party certification 5000/-
- 1.3.7. Main carriage way blockage without prior permission and PTW 5,000/-
- 1.3.8. Failure to deploy a shadow vehicle: ₹2,000 per instance. However, the requirement for a shadow vehicle may be waived at the sole discretion of the EHS Manager, depending on the duration of the activity and the severity of the hazard.
- 1.3.9. Transportation of manpower using makeshift arrangements or a shadow vehicle: ₹2,000 per instance / per person.
- 1.3.10. Any other unsafe act and condition 2000/-

Remarks: Fines & Penalties shall be decided & revised by NHIT project manager. Fines & Penalties amount will be deducted from Contractor / Agency payment. Above penalties are per violation per occasion basis.

Repeated EHS violations will result in escalating disciplinary measures. A third occurrence of the same violation may lead to temporary suspension, while a fifth recurrence may result in permanent contract termination.

2. Method Statement & HIRA (Wherever applicable, Sole discretion of NHIT. The Contractor / Agency shall submit a detailed Work method statement and Hazard Identification & Risk Assessment (HIRA) for review and approval before commencing work.

3. Work on Live Road (Wherever applicable, Sole discretion of NHIT

- 3.1. Work Zone – Contractor / Agency shall create and maintain the Traffic control zones as per Section 4 of IRC SP 55 2014 – Advance warning zone, Approach transition zone, Activity zone, Terminal transition zone, Work zone end, ref figure (a) attached as annexure.
 - 3.1.1. Provide MS board with “Arrow marking & Work in progress” display @ 100 meters ahead of the work zone and fix red flags over it for good visibility.
 - 3.1.2. Ensure to provide LED chevron or blinker in case of fog time or working during inadequate illumination.
 - 3.1.3. Display sign boards such as Go Slow, Speed Limit etc.
 - 3.1.4. Deploy flag man along with Red & Green flags with a whistle or virtual flagman to be placed for better visibility and a risk-free approach.
 - 3.1.5. Contractor / Agency should ensure sufficient manpower to provide the safety arrangement on live

carriage way.

3.1.6. MS board with display "Men at Work" (900 mm) & Arrow marking should be placed on the live carriageway in particular lane at least 500 m ahead of working place.

4. ISO 14001 and ISO 45001 Requirement

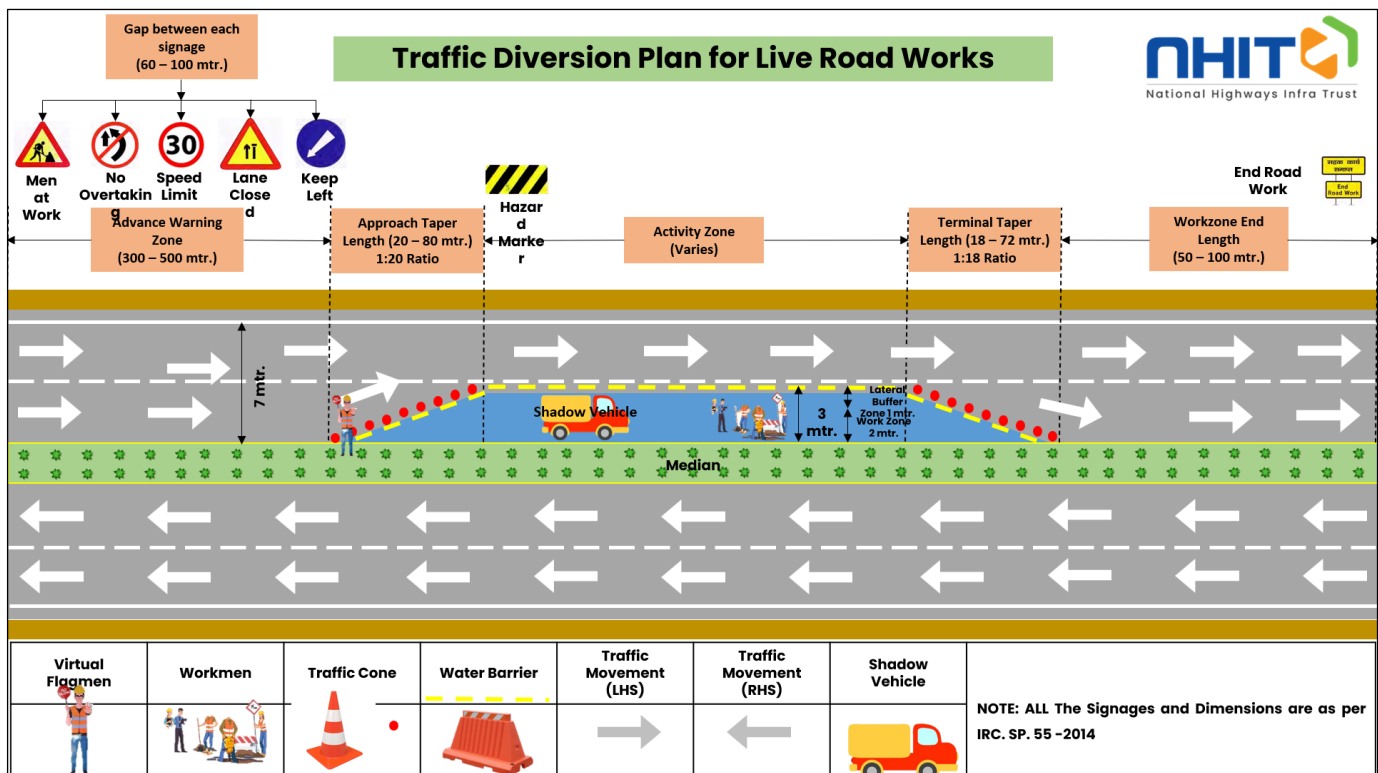
The Contractors and Agencies are encouraged to comply with the requirements of ISO 14001 and ISO 45001.

5. Environment

General – The Contractor/Agency shall be responsible for the storage and disposal of any waste generated as a result of its operations and comply with the respective state / central pollution control board regulations.

Routine maintenance/Initial improvement works – The Contractor/Agency shall obtain Consent to Establish (CTE) and Consent to Operate (CTO) at its own cost and expenses from the respective State Pollution Control Board and comply with the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016.

Annexure - figure (a)



Note – In addition to the above "Men at Work" (900 mm) & Arrow marking should be placed on the live carriageway at least 500 m ahead of working place.

ANNEXURE II – HR STATUTORY COMPLIANCE CHECKLIST

Name of Agency		Name of Project / Plaza
S No	Record	Description
1	ESIC Registration Certificate	
2	EPF Registration Certificate	
3	PT Registration Certificate	
4	Labor License under CLRA,1970	
5	PSARA License for Security & Gunman	
6	WC Policy Certificate	
7	LWF / BOCW Registration Certificate	

	Description	Remark
Form A (Register of Employees)		
Form -B (Register of Wages)		
Form - C (Register of Loan /Advance/Fine/Damage /Loss /Recovery		
Form - D (Attendance Register)		
Form - E (Register of Leave/Rest/Comp- off)		
EPF Challan		
EPF Contribution History		
EPF TRRN Data		
ESIC Payment receipt		
ESIC Contribution Statement		
New Joining / Exit Staff Data (UpdatedForm A)		
Payment Slips or Bank Endorsed Statement on wages paid		
LWF or BOCW Cess		
Professional Tax Payment Challan		
Payment of Bonus Register		
Annual Return Under CLRA, 1970		

Annexure III – List of Projects

Sr. N.	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	Bahadrapur	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

- Empanelment may be considered for upcoming projects of SPVs under NHIT.