Tender No. NSPPL-C/FY2026-27/RFE/BSRP/Routine O & M Services

Request for Empanelment ("RFE") issued by NHIPMPL on behalf of NHIT Southern Projects Private Limited (NSPPL) for Empanelment & Engagement of Contractors for Providing Routine Operations & Maintenance Services from km 262.000 to km 419.590 of Bareilly-Sitapur Section of NH-30 in the State of Uttar Pradesh.

BID SUMMARY		
(i)	Last date and time for receipt of Bidding Documents	06 November 2026 up to 17:00 Hour.
(ii)	Date and Time of Opening of Technical Bids	06 November 2026 at 17:30 Hour.
(iii)	Place of Opening of Bids	**National Highways InvIT Project Managers Pvt. Ltd.** 1st Floor, Asia Bhawan (Gate No. 2), Road No. 205, Sector-9, Dwarka, New Delhi – 110075

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

Corporate Office - NHIPMPL: 1st Floor, Asia Bhawan (Gate no 2), Road No 205, Sector – 9, Dwarka, New Delhi – 110075

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 the Employer and SPVs under the Employer by persons authorised to do so, is provided to 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 the Employer to interested parties who submit their quote ("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") from **Contractors for Providing Routine Operations & Maintenance Services for the Project(s) mentioned above,** as per notified norms.

The Employer makes no representation or warranty and shall have no liability to any person or Bidder under any law, statute, rule or regulation or tort, principles of restitution or unjust enrichment or otherwise, for any loss, damage, 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 information provided by it to the Employer at the time of application and subsequently is true to the best of its knowledge and belief and specifically warrants that it has duly complied with the provisions of laws applicable to it. The Bidder indemnifies the Employer from any liabilities arising out of error, default, negligence or contravention of any applicable laws, including but not limited to submission of statutory forms and other such documents.

The issue of this RFE does not imply that the Employer is bound to select any Bidder(s) for any project. The Employer 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 this RFE for bona fide reasons, which will be notified to all Bidders invited to tender. The Employer further reserves the 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 Bidders.

Bidders shall bear all costs associated with or relating to the preparation and submission of their Proposal, including but not limited to preparation, copying, postage, delivery fees, and expenses associated with any demonstrations or presentations which may be required by the Employer. All such costs and expenses shall remain with the Bidder, and the Employer shall not be liable in any manner for the same, regardless of the conduct or outcome of this RFE and the related process.

Section 1 - Notice Inviting Tender

1. Introduction

M/s National Highways InvIT Project Managers Private Limited on behalf of NHIT Southern Projects Private Limited (NSPPL) (NSPPL hereinafter referred to as **The Company)**, pursuant to the terms of the Concession Agreement, invites Bids for Proposal from Contractor for Providing Routine Operations & Maintenance Services works from km 262.000 to km 419.590 of Bareilly-Sitapur Section of NH-30 in the State of Uttar Pradesh.

Routine Operations and Maintenance Works (hereinafter referred to as "RM") of the Project Highway as described in the below sections.

Bids are invited from eligible Contractors to carry out the Routine Operations and Maintenance Works of desired specification as per the Terms and Conditions, Scope of Work and Technical Specifications and Standards mentioned in subsequent sections.

The empanelment as per this RFE shall also be used for other projects of NHIT, as informed by the Inviting Authority at the time of calling of bids.

2. Bid timelines

1	Date of issue of Tender document.	28th October 2026
2	Last date and time for submitting Technical & Financial Bid Documents	06 November 2026 at 17:00 Hour.
3	Last date for Prebid Queries	01 November 2026
4	Pre-bid meeting to provide clarity on the scope of work and to address any queries	02 November 2026
5	Portal/Email for Submission of Bids (Password Protected)	**praneeth.sagar@chtech.in, vsaidulu@chtech.in. tender@nhit.co.in**
6	Place of Submission of Physical Bid Documents	**National Highways InvIT Project Managers Pvt. Ltd.** 1st Floor, Asia Bhawan (Gate No. 2), Road No. 205, Sector-9, Dwarka, New Delhi – 110075

3. Terms & Conditions

3.1. Interpretation

In this RFE, where the context requires otherwise:

a) words indicating one gender include all genders.
b) words indicating the singular also include the plural and words indicating the plural also include the singular.
c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and
d) "Written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
e) The headings or notes in this Contract shall not be deemed to be part thereof or be taken into consideration in their interpretation.

3.2 Definitions

In this RFE, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them. Words and expressions capitalized but not defined herein shall bear the meaning assigned to them in the Concession Agreement.

I. **"Accounting Year"** means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year

II. **"Contract Period"** means a period of two years starting from the Effective Date, extendable for another 1 year at the sole discretion of the Employer on the terms and conditions as mutually agreed between the parties.

III. **"Applicable Laws"** means and includes all laws, brought into force and effect by the GOI or the State Government including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Work Order and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Work Order;

IV. **"Applicable Permits"** means and includes all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance of the Project Highway during the subsistence of this Work Order and includes authorizations from any Government Instrumentality.

V. "**Appointed Date**" shall be the date of issuance of LOA/Work Order.

VI. **"Arbitration Act"** means the Arbitration and Conciliation Act, 1996 and shall include amendments thereto or any re-enactment thereof, as in force from time to time;

VII. **"Authority"** means the National Highways Authority of India, or such other person duly appointed as its representative.

VIII. **"Bank"** means a bank incorporated in India and having a minimum net worth of INR 1,000 crore (INR one thousand crore);

IX. **"Change in Law"** means the occurrence of any of the following after the Execution Date:

a. the enactment of any new Indian law;
b. the repeal, modification or re-enactment of any existing Indian law;
c. a change in the interpretation or application of any Indian law by a judgement of a courtof record which has become final, conclusive and binding, as compared to suchinterpretation or application by a court of record prior to the Execution date; or
d. any change in the rates of any of the Taxes that have a direct effect on the Project.

X. **"Change of Scope"** shall mean: (i) any change in the Specifications and Standard; (ii) omission of any work from the scope of Work; and, or, (iii) any additional works or services which are not included in the scope of Work of this Work Order.

XI. "**Employer**" means NHIT Southern Projects Private Limited, as the context may require.

XII. **"Employer's Authorized Representative"** means such person or persons as may be authorized inwriting by the Employer to act on its behalf under this Work Order and shall include any personor persons having authority to exercise any rights or perform and fulfil any obligations of the Employer under this Work Order.

XIII. **"Employer Indemnified Persons"** Includes directors, staff, officers, servants, agents, and, or, employees.

XIV. "Concession Agreement" refers to an agreement between Employer and NHAI.

XV. "Employer" means NHIT Southern Projects Private Limited.

XVI. "Contractor" means Selected Bidder to whom LoA/Work Order will be issued.

XVII. "Contractor's Personnel" shall mean each individual and the collective group of Contractor's employees, officers, workers, licensees, NHIT's, advisors, consultants, , agents and representatives, who are provided and/or utilized by the Contractor for the performanceof its obligations under this Work Order and any other personnel notified to the Employer by the Contractor as Contractor's personnel, and will include any workmen and contract labour being retained by the Contractor;

XVIII. **"Damages"** shall mean and include the delay damages as detailed in this Work Order levied by the Employer on the Contractor for failure or breach of the Contractor to comply with terms of this Work Order including the Maintenance Requirements and, or, Safety Requirements set out under Concession Agreement and this Work Order and shall also include the damages levied by the Authority on the Employer for default in Works. Both Parties agree that the Damages are mutually agreed genuine pre-estimated losses and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty.

XIX. **"Document"** or "**Documentation**" means documentation in printed or written form, or in tapes, discs, drawings, computer programs, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

XX. **"DPR"** shall have the meaning of "Daily Progress Report"

XXI. "**Effective Date**" shall mean the 10th day from the date of issuance of the Notice to Proceed (NTP) or Work Order;

XXII. **"Exclusions"** shall mean those works, services and expenses that may form part of the obligations of the Employer under the Concession Agreement during the Concession Period and which are expressly excluded from the obligations of the Contractor under this Work Order;

XXIII. **"Contract Price"** means the sum agreed in the Contract as payable to the Contractor for the execution and completion of the Works and for remedying of any defects therein in accordance with this work order

XXIV. **"Force Majeure"** or **"Force Majeure Event"** shall mean occurrence of any or all in India 1. Non-Political Event, 2. Indirect Political Event and 3. Political Event,

XXV. **"GOI" or "Government"** means the Government of India;

XXVI. **"Good Industry Practice"** means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced Contractor engaged in the same type ofundertaking as envisaged under this Work Order and which would be expected to result in theperformance of its obligations by the Contractor in accordance with this Work Order, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;

XXVII. **"Government Instrumentality"** means any department, division or sub-division of the Government or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body including Panchayat under the controlof the Government or the State Government, as the case may be, and having jurisdiction overall or any part of the Project Highway or the performance of all or any of the obligations of theContractor under or pursuant to this Work Order;

XXVIII. **"Independent Engineer"** or **"IE"** is an independent consultant appointed by the Authority.

XXIX. **"Joint Inventory"** shall have the meaning "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 this Work Order"

XXX. **"Maintenance Requirements"** means the maintenance requirements set forth under Article15 and Schedule F of the Concession Agreement and the requirements set forth under this Work Order

XXXI. **"Maintenance Program"** shall contain proposed Monthly Maintenance Program by 28th of preceding month and approved jointly along with Employer

XXXII. **"Material Breach"** means a breach by the Contractor of any of its obligations under this Work Order which shall be deemed to have a Material Adverse Effect on the Employer,Employer and, or the Project Highway;

XXXIII. **"MPR**" shall have the meaning of Monthly Progress Report to be submitted at the end of every month

XXXIV. **"NHAI"** shall mean National Highways Authority of India;

XXXV. **"Notice to Proceed"** means the Contractor shall mobilize its resources and manpower to commence the Works on the 10th day from the date of Notice to Proceed;

XXXVI. **"Project Assets"** means all physical and other assets relating to and forming part of the Siteincluding (a) rights over the Site in the form of license, Right of Way or otherwise; (b) tangibleassets such as civil works and equipment including foundations, embankments, pavements, road surface, interchanges, bridges, culverts, road over bridges, drainage works, traffic signals, sign boards, kilometer stones, Toll Plazas, electrical systems,

communication systems, rest areas, relief centres, maintenance depots and administrative offices; (c) all rights of the Employer under the Project Agreements; security deposits (d) insurance proceeds; and (e)Applicable Permits and authorizations relating to or in respect of the Project Highway, but does not include Additional Facilities (as defined in the Concession Agreement);

XXXVII. **"RA Bill"** means the monthly running account bill issued by the Contractor by the 5th of Every month under this Work Order.

XXXVIII. **"Re.", "Rs.", INR**, **"Rupees"** or **"Indian Rupees"** means the lawful currency of the Republicof India.

XXXIX. **"Right of Way"** means the constructive position of the Site, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described necessary for operation and maintenance of the Project Highway in accordance with the ConcessionAgreement.

XL. **"Routine Maintenance"** means carrying out routine maintenance activities regularly on dailybasis for keeping the Project Highway, all types of structures, service roads, CD works, Road Furniture's; ProjectFacilities etc., in good condition as per Scope of Works set out under this Work Order and in accordance with MoRTH Standards & Specifications and applicable IRC Codes.

XLI. **"Safety Requirements"** means the safety requirements set forth under Article 18 and Schedule H of the Concession Agreement and HSE Policy & Protocols set forth under **Annexure- B** of this Work Order

XLII. **"Scope of Work"** or "**Works**" shall have the meaning assigned to it under Clause 5 of this Work Order

XLIII. **"Site"** means the land and other places on, under, in or through which the Works (or) Temporary works are to be Executed.

XLIV. **"Specifications and Standards"** means the specifications and standards relating to the quality, quantity, capacity and other requirements for the Project Highway as set forth in Schedule C of the Concession Agreement and any modifications thereof, or additions theretoas included in the operations, maintenance and other related obligations of the Contractor under this Work Order.

XLV. **"State"** means the State of Project Location and "**State Government**" means the Government of that/those State(s);

XLVI. **"Tax(es)"** means any Indian taxes including excise duties, customs duties, value added tax,sales tax, local taxes, cess and any impost or surcharge of like nature (whether Central, Stateor local) on the goods, materials, equipment and services incorporated in and forming part ofthe Project Highway charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include Goods and Service Tax (GST) and taxes on corporate income;

XLVII. **"Termination Notice"** has the meaning assigned to it in Clause 3.21.2 of this Work Order.

XLVIII. **"ATMS"** Shall mean Advance Traffic Management System

XLIX. **"TMS"** shall mean toll management software.

L. **"User(s)"** means a person who travels or intends to travel on the Project Highway or any partthereof in/on any vehicle on payment of fee or in accordance with the provisions of the Concession Agreement, this Work Order and Applicable Laws;

LI. **"WPR"** has the meaning assigned to it in Clause 3.7.1.(j) of this Work Order

LII. **"PMC"** shall mean National Highways InVIT Project Managers Private Limited (NHIPMPL) which are the Project Management Consultant incorporated for Implementation, Development, Maintenance, Operations and management of NHIT Assets/Employers Assets, or any other agency appointed/Intimated by the Employer as "PMC"

LIII. **"GMC"** shall mean National Highways InVIT Project Managers Private Limited (NHIPMPL) appointed supervision consultancy which are the General Management Consultant incorporated for Implementation, Development, Maintenance, Operations and management of NHIT Assets/Employers Assets, or any other agency appointed/Intimated by the Employer as "GMC"

3.3 Legal Relationships

The Contractor and the sub-contractor(s), if any, shall have the status of an independent contractor vis-à-vis the Employer. This Contract shall not be construed to create any contractual relationship of any kind between the Employer or the Contractor and any subcontractor(s) of the Contractor, however the Employer shall, in the exercise of its rights under this Contract, be entitled to the performance of the Contractor and any subcontractor(s) of the Contractor of his/her/its obligations, and to enforcement thereof.

3.4 Technical Specifications, Codes and Standards

The Works shall be carried out in accordance with the following:

a) Work Order - Routine Maintenance
b) Concession Agreement between the Employer and the Authority
c) Specifications and Employer's requirements
d) Indian Roads Congress (IRC) Manual
e) Ministry of Road Transport and Highways (MORTH) Specifications and Standards,
f) In the absence of specifications for any particular item or items of work the relevant Indian Roads Congress / Indian Standard (IS) codes of practice, together with their latest revisions / amendments as applicable on the date of the Contractor's offer shall be followed.
g) In the absence of the relevant IRC / IS codes of practice, the instruction of the Employer shall be final, and the Contractor shall deliver in accordance with the Employer's instructions.
In case of discrepancy in the above documents, the order of priority shall be as above.

3.5 Contract Period

a) The Contract period of executing Works shall be 02 years which is valid from Effective date and may be further extended for 1 year subject to satisfactory delivery of services and subsequent approval from the competent Authority.
b) The Contractor shall have the option to work through night at its own risk, after obtaining specific written approval from the Employer and on locally recognized holidays, days of rest and the Contractor shall make suitable arrangements for the same, at no extra cost to the Employer.
c) The Works shall be deemed to have been completed in accordance with this Contract and to the satisfaction of the Employer only upon issuance of the Inspection Certificate on a monthly basis by the Employer to the Contractor.

3.6 Contract Price

a) The Contract Price shall be limited to the amount specified in Annexure A-1-and One-time cleaning.
b) The rates quoted in the Bill of Quantities (BoQ) shall be inclusive of labour cess, royalties, all applicable taxes, duties, levies and other statutory charges payable to the appropriate competent authorities in connection with the Contractor's work, as well as the Contractor's overheads and profits. The Contractor shall be responsible for making all necessary inquiries and shall be deemed to have satisfied itself regarding the applicability of all relevant tax laws and statutory requirements.
c) The rates agreed under Annexure A-1, Annexure A-3 and the scope of One-Time Cleaning shall be exclusive of GST. GST shall be payable extra at the applicable rate of 18% (or such other rate as may be applicable under the prevailing law) on an actual basis as on the date of billing, subject to the Contractor submitting the relevant supporting documents and evidence of filing the applicable GST returns, in accordance with the Contract and applicable laws.
d) The Contract Price shall remain fixed during the initial Contract Period. In the event of an extension beyond the initial Contract Period, the Contract Price applicable from the third year onwards shall be subject to annual escalation based on the weighted average of 50% of the change in the Wholesale Price Index (WPI)

and 50% of the change in the Consumer Price Index (CPI), for each applicable year of the extended Contract Period, in accordance with the agreed escalation methodology and applicable contractual provisions.

3.7 Obligations of the Contractor

3.7.1 **The Contractor shall to the satisfaction of the Employer, fulfil inter alia the following obligations of the Contractor**

a. The primary obligation of the Contractor is to carry out the Routine Maintenance works as agreed in the monthly work programme and annexure-4 continue due performance in accordance with all quality and safety measures not limited to the stipulations in this Work Order.

b. The Contractor shall maintain proper records, as may be required by the Employer and shall also submit such information in the mutually agreed format which would enable the Employer to submit information to appropriate authorities under the various Applicable Laws or required otherwise by the Employerand make onward submission to Authority as per Concession Agreement requirements.

c. The Contractor specifically undertakes to abide by Employer's HSE Policies, safety protocols, work permits, Work zone approval process and all instructions issued by the Employer from time to time on operational matters

d. The Contractor shall, on or before the Effective Date, designate an Engineer/Supervisor to manage the Maintenance works (Contractor's Authorized Representative). The Contractor's Authorized Representative shall be the point of contact between the Employer and the Contractor in respect of this Work Order and shall be responsible for providing the Employer with regular and timely updates including in relation to any matter related to this Work Order

e. In the performance of Scope of Work, the Contractor shall employ only such personnel as are properly qualified, skilled and experienced in their respective field. Prior to employment, the Contractor shall seek approval on appointment of key staff i.e., Maintenance Manager, Safety Manager etc . Before deploying the key staff, the Contractor shall conduct a background search of such key staffs and submit the report to Employer Representative

f. If at any time during the contract Period, the performance of any of the persons employed or retained or used by the Contractor is, in the opinion of the Employer, unsatisfactory, the Employer may at its option give notice to the Contractor to replace such identified person(s) with suitable person(s) and to the satisfaction of the Employer. The Contractor shall, within 15 (fifteen) days from the date of receipt of the notice from the Employer replace the identified person(s) with suitable person(s) to the satisfaction of the Employer at no extra cost to the Employer.

g. The Contractor shall obtain all necessary licenses, insurances, approvals and permissions from concerned competent authorities and ensure validity of all licenses, insurances, approvals and permissions from time to time

h. The Contractor can procure labourers and workers from any labour contractor/labour supplier and procure any material, spares, plant & equipment, tools & tackles, etc.

i. The Contractor shall submit a Daily Progress Report (DPR), Weekly Progress Report (WPR) and Monthly Progress Report (MPR) to the Employer's Representative at Site in the formats provided by the Employer. In addition, the Contractor shall also submit all required information and, or, reports as and when requested by the Employer and, or, IE and, or, NHAI from time to time

i. The DPR, on the same day after completion of the day's works or at the latest by 10:00Hrs of the next day.

j. The WPR at the latest by 10:00 Hrs of Monday of subsequent week for the Worksexecuted in the preceding week.

k. The MPR on or before 5th day of subsequent month for the works executed in the preceding month.

l. The Contractor shall make complete and timely payment of all Taxes, duties and statutory payments including labour welfare cess to the concerned government authorities as may be required under

Applicable Law/statute

m. The Contractor shall be responsible for round the clock watch and ward of all materials brought by Contractor as well as all materials provided by the Employer, if any

n. The Contractor shall clean the Site after completion of each day's Works, remove, shift and dispose-off all debris and waste materials at suitable places, outside Right of Way (RoW), including manual and, or, mechanized loading, unloading and providing all required vehicles for disposal

o. The Contractor shall submit to the Employer, Running Account Bills (RA Bill) and all supporting documents in the stipulated manner and timelines

p. The Contractor shall at all times act in a manner which will facilitate in fulfilling the Employer's obligations towards the Project Highway as stipulated under the Concession Agreement and the Contractor will not act in any manner which detracts from the Employer's obligations under the Concession Agreement.

3.7.2 **Maintenance Programme**

Based on the Inspection of the Employer, annexure-4, IE's Monthly Inspection Report, Joint Site Inspection Report, Authority's Observation, and PMC and GMC Observation, the Employer & the contractor shall finalize the detailed Chainage wise Work Program on or before 28th of Every month and same shall be implemented by the contractor in the subsequent month. The Employer will provide necessary instructions as to the program for maintenance by 21st of the previous month. The agreed program could be changed by the Employer to accommodate any urgency as well as requirement of the Site.

3.7.3 **Obligations with respect to Quality of work**

The Contractor shall be solely responsible for the quality of the works under Annexure A-3 and shall confirm to MoRTH Specifications (5th Revision). Employer's site team and, or an agency appointed by the Employer shall supervise the entire work and conduct quality tests as per the frequency specifiedin all applicable IRC, MoRTH specifications and NHAI Circulars. The Employer will have a right to summarily reject any work not meeting *inter alia* the required quality requirements and the Contractor will have to remove the defective works and re-execute the same to the complete satisfaction of Employer at Contractor's own Cost.

3.7.4 **Obligation with respect to Maintenance of Vehicles**

The Contractor shall be responsible for fuel, operating and maintenance of all these vehiclesand the cost of which is included in the Fees payable by the Employer.

3.7.5 **Notice to Proceed and Mobilization plan**

The Employer shall issue a Notice to Proceed/Work order to the Contractor for commencing the Works. Within 10 days from the date of Notice to Proceed/work order, the Contractor shall mobilize its resources and manpower and commence the Works on the 10th day from the date of Notice to Proceed. Any change in the mobilization timelines shall be mutually agreed between the Employerand the Contractor. Within 3 days of the date of Notice to Proceed, the mobilization plan comprising of resources (Machinery and manpower) to be deployed by the Contractor ("Mobilization Plan"") shall be submitted to the Employer. Such a Mobilization Plan shall be finalizedby the Contractor in consultation and prior approval of Employer.

3.8 Obligation of the Employer

a) The Employer may, subject to availability, provide the required space/land, if available, within Rightof Way for construction of temporary facilities without any charges. However, if not available the Contractormay make its own arrangement for its office, workers camp, stock yard etc at his own costs.

b) The Employer shall notify the Contractor of an individual as Employer's authorized representative

(**Employer's Authorized Representative**) or any person (if required any) appointed in replacement thereof, to act on behalf of Employer for the execution of Works. The Employer's Authorized Representative shall have full authority to act on behalf of the Employer in matters concerning the maintenance of the Project and performance of the Employer's obligations under this Work Order, other than the authority to agree to any amendments or modifications to this Work Order.

3.9 Resource Deployment

a) The Contractor shall mobilize, all such resources as required for due and timely performance of its obligations by the Contractor set out in this RFE.

b) The Contractor acknowledges that any list of resources as provided by the Contractor to the Employer is only indicative and the Contractor shall mobilize all such resources as it believes is required based on the Site requirements to fulfill its obligations under the Agreement to comply with the timelines stipulated under Schedule F of the Concession Agreement and Standards & Specifications set out under Schedule C of the Concession Agreement at no additional cost to Employer.

c) The Contractor agrees not to demobilize the resources without prior written permission from the Employer. If the Employer's Authorized Representative believes that the mobilized resources are not sufficient to carry out the Scope of Work, then it may ask the Contractor to mobilize additional resources as may be necessary. In such case, the Contractor is required to mobilize such additional resources as desired by Employer's Authorized Representative within 7 (seven) days of such request at no extra cost to Employer

d) The cost of mobilization and, or, demobilization of the Contractor's resources is deemed to be included in the annual Fee.

3.10 Payment terms & Billing Procedure

The payments to the Contractor for the Scope of Work shall be made upon completion of the milestones set out below for each month.

Milestone-1 Adhoc Payment

The Contractor shall submit the running account bills (RA Bills) on or before 5th day of each month for the Works executed in the preceding month along with all supporting documents. Based on the bill submission and certification of employer, an Adhoc payment of **70% (Seventy Percent)** of certified amount of the employer shall be released within 15 days of receipt of RA bill after certification from the GMC and NHIPMPL.

Milestone-2 Remaining Payment

The RA Bill, duly certified by the Employer's Representative/GMC Representative, along with the necessary deductions and penalties, if any, as specified in the notes to Annexure A-1, shall be forwarded to the PMC engaged by the Employer for processing.

The Employer shall release the balance amount of the certified RA Bill, after deducting the applicable amounts towards 14% withholding for HR compliance, 6% retention money, and 1% labour cess, within 45 (forty-five) days from the date of receipt of the duly certified RA Bill, subject to the applicable contractual terms and conditions.

The Contractor shall submit the requisite compliance documents under Applicable Laws, including labour laws, as required by the Employer, within 20 (twenty) days from the date of submission of each RA Bill. Upon complete and satisfactory submission of the required compliance documents, the Employer shall release the 14% (Fourteen Percent) withheld amount of the monthly certified RA Bill within 25 (twenty-five) days from the date of receipt of the complete compliance documents.

The Employer shall, at its sole discretion, have the right to release the amount withheld towards HR compliance on a pro-rata basis against the compliance documents submitted by the Contractor. In such cases, the amount under Milestone 2 may be divided into multiple payments, depending on the nature, adequacy and extent of the supporting compliance documents submitted by the Contractor.

Notwithstanding any payment or release of withheld amounts by the Employer, the Contractor shall remain solely responsible and liable for ensuring full compliance with all Applicable Laws, including labour laws, and for discharging all its statutory and contractual obligations.

Further, the following provisions shall apply:

a. Any deductions on account of shortfall in performance, damages, penalties or other amounts recoverable from the Contractor shall be deducted or set off against the payments due or becoming due to the Contractor under this Work Order. All payments shall be subject to applicable tax deductions, damages, penalties and other contractual or statutory recoveries.
b. Following deductions shall be affected in the monthly and final bills:
i. Damages or penalties, if any, imposed for poor performance, shortfall in performance or non-compliance with the Contractor's obligations under the relevant provisions of this BOQ and agreement.
ii. Tax Deducted at Source (TDS): The Employer shall deduct income tax and any other applicable taxes or cess at source, as required under the laws and regulations in force from time to time, from the fees and expenses payable to the Contractor and shall deposit the amounts so deducted with the appropriate Government authority. The Employer shall issue the applicable TDS certificates or other prescribed evidence of deduction, as required under Applicable Laws.
iii. GST shall be payable at the applicable rate, currently 18%, in accordance with Applicable Laws and the GST provisions, subject to submission of the requisite supporting documents by the Contractor. The Employer shall issue the applicable payment or tax documentation, as required under Applicable Laws.

C. Penalties/Liquidated Damages for Failure to Perform or Breach of the Contractor's Obligations

The Contractor shall be liable to pay to the Employer the Damages /deductions/penalty as specified in note of Annexure A1, and in case of breach of any of its obligations under this Work Order, including but not limited to

I. failure on account of the Contractor to comply with timelines set out under Schedule F of Concession Agreement and/or scope of work and Annexures of this Work Order;
II. any deficiency or poor quality of works that are not in compliance with the Concession Agreement, MoRTH Specifications & Standards and applicable IRC Codes in Employer's judgment.
III. Any other breach under the terms of this Work Order.

a) The Contractor agrees that, notwithstanding anything to the contrary contained in this Work Order or elsewhere in any other document, if any Damages are levied by the Authority on the Employer for default/breach in Works, for which reasons are attributable to the Contractor, the Contractor shall bear and pay the Damages up to full amount of such damages/penalty towards default/breach in Works that can be attributable to the Contractor. All such damages shall be paid by the Contractor immediately on demand and in absence ofwhich, shall be recovered from the RA Bills of the Contractor and, or, liquidating or encashing any of the bank guarantees submitted by the Contractor.
b) If the cumulative of such penalties exceeds 10% of Contract Price, same shall be treated as breach of contract and may lead to termination of Contract.
c) The levy of Damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations, or responsibilities which he may have under the Contract.

3.11 Change of Scope

a) The Contractor shall perform the Scope of Work stipulated in this Work Order as per the requirements of the Concession Agreement. The Contractor shall not cause any variation onits own. The Contractor shall obtain written approval of the Employer prior to execution of any change in scope or extra items. Any item without the Employer's written approval shall be invalid
b) For the purposes of this Clause, "**Change of Scope**" shall mean: (i) any change in the Specifications and Standard; (ii) omission of any work from the scope of Work; and, or, (iii) any additional works or services which are not included in the scope of Work of this Work Order.

c) A Change of Scope will only be deemed to be valid upon issuance of a Change of Scope orderby the Employer in writing (**Change of Scope Order**)

d) The Parties agree that in case of exigencies and urgent requirements and on explicit verbal instructions of the Employer, the Contractor may be required to perform works that are not a part of Scope of Work under this Work Order. In such urgent scenarios, the change of scope order containing commercials, terms of payment and brief detail of works to be performed shall be agreed in writing by the parties within 48 hours of such verbal agreement, without which the Employer shall not be liable to make any payment as part of Change of scope.

3.12. Insurance

a) The Contractor, at its own cost and expenses shall procure and maintain all requiredinsurances, not limited to the below mentioned policies / insurances and submit the copies ofall such policies / insurances to the Employer within 15 (fifteen) days of issuance of this Work Order

b) Without prejudice to its liability to indemnify and keep indemnified the Employer against all such damages and compensations, and against all claims, proceedings, costs, charges and expenses, whatsoever, in respect thereof or in relation thereto including the legal fees, under clauses of these conditions, the Contractor shall maintain and shall cause any of its vendors deployed on Site to maintain following policies / insurances till completion of hand over of the Works to the Employer

I. Workmen's Compensation Insurance for all workers employed by the Contractor or its labour contractor at Site providing sufficient coverage to its workmen; or

II. Employer State Insurance (ESIC); or

III. Any other insurance that the Contractor may be required to take out under Indian law.

3.14 Compliance

Compliance with Applicable Laws

I.Compliance with Labour Laws

a) The Contractor should comply but not limited to the below mentioned acts. The contractor should submit the proof of evidence to the Employer on it's request. No extra cost to be paid for compliance of such laws. The Employer shall be indemnified in case any action is initiated by the authorities for contravention by the Contractor

I. Bonded Labour System (Abolition) Act,
II. Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act,
III. Building and Other Construction Workers' Welfare Cess Act,
IV. Contract Labour (Regulation and Abolition) Act
V. Employees Provident Fund and Miscellaneous Provisions Act,
VI. Employees' State Insurance Act,
VII. Employer's Liability Act,
VIII. Equal Remuneration Act,
IX. Factories Act,
X. Industrial Employment (Standing Orders) Act,
XI. Labour Laws (Exemption from Furnishing Returns and Maintaining Registers by Certain Establishments) Act,
XII. Child Labour (Prohibition and Regulation) Act,.
XIII. The Industrial Disputes Act
XIV. The Minimum Wages Act,
XV. The Payment of Bonus Act,
XVI. The Payment of Wages Act,
XVII. The Trade Unions Act,
XVIII. Unorganized Workers' Social Security Act,

XIX. Workmen's Compensation Act,
XX. Workmen's Compensation (Amendment) Act,
XXI. Apprentices Act,
XXII. Any other Act or enactment relating thereto, and rules framed there under from time to time.

b) The Contractor shall be obligated to submit the proof of compliance to the enactments stated above and the requisite documentary evidence shall be provided to the Employer on its request. No extra payment will be made by the Employer for the purpose of Contractor's compliance to such laws
c) The Employer shall be indemnified in case any action is initiated by the authorities for contravention by the Contractor and any and all expenses, penalties, charges as imposed by concerned Authorities shall be deducted from any amounts due to the Contractor.
d) The Contractor shall not employ any child labour or persons below 18 years of age on the work. If female labour is engaged, the Contractor shall make necessary provision as per the Applicable Law for safeguarding small children and infants and keeping them clear of the Site of operations.
e) The Contractor shall also comply with the provisions of all other Acts, Rules and Regulations connected with the employment of labour for the purpose of execution of this Work Order and shall keep the Employer indemnified Persons failing which the Employer will recover from the Contractor, losses / damages if any, suffered on account of the negligence and, or failure of the Contractor to comply with Applicable Law
f) Notwithstanding anything contained in this Work Order, if any penalty/damages is levied by the Governmental Instrumentalities on the Employer or on the Employer which is attributable to Contractor, then an amount equal to penalty so levied shall be paid by the Contractor to the Employer or the Employer as the case may be, without dispute.

II.<u>Compliance with Employer Policies</u>

The Contractor shall ensure that the Persons associated with it or other Persons who areperforming services in connection with this Work Order shall

a) Comply with Employer's IT & Security policies. (if any)
b) Promptly report to the Employer any request or demand for any undue financial or other advantage of any kind received by the Contractor in connection with the performance of this Work Order.
c) The Contractor shall not publish any photographs of the Works or allow the Works to be used in any form of advertising whatsoever without the prior approval in writing from the Employer.

III.<u>Compliance with Safety requirements</u>

a) The Contractor shall abide by all safety standards, precautions, specification and practices in construction as per the agreed safety plan which shall conform to the generally accepted industry standards
b) All safety appliances required shall be arranged by the Contractor at his/her/its own cost and expenses
c) Any traffic diversions, if required for carrying out the Works shall be in the Contractor's scope and shall be arranged by him/her/it's at his/her/its own cost and expenses
d) Safety barricades required if any, shall be requested in writing by the Contractor at least a day in advance and returned at end of every month. Any damage/loss of same shall be recovered from Contractor's interim/final Bill
e) In the event of repeated violation of safety rules and precaution by any of his/her/its workmen, the violator shall not be permitted inside the Site and the Employer may demand his/ her to be terminated and the Contractor shall address the same immediately
f) The Contractor shall ensure that the water tankers are properly painted, chevron marking & blinker on the rear side and flagmen /Robot while watering median/avenue plantation
g) The Contractor shall in connection with the Works provide and maintain at his/her/its own cost all lights, guards, fencing and watching when and where necessary or required by the Employer for the protection of

the Works and the materials and equipment utilized there of or for the safety and convenience of the public or others

h) The Contractor shall attend all safety meetings convened by the Employer and shall abide by its instruction failing which the Employer shall be entitled to execute the said instructions at the Contractor's cost and expenses

IV. Compliance with Anti-Bribery & Corruption Policy

a) The Contractor undertakes to comply with all the applicable Laws/ Statutes/ Directives or Regulations relating to Anti-Bribery Laws in India and shall promptly notify the Employer of any actual or suspected breach and provide all required information in this regard. Upon the occurrence of an actual or suspected breach, the Contractor shall promptly take all remedial actions as suggested by the Employer and in the event of any failure to take such remedial measures by the Contractor this Contract shall be automatically terminated with immediate effect without damages or other sanction

3.15 **Performance Security/Performance Bank Guarantee**

a) The Contractor shall deposit Performance bank guarantee with Employer for an amount equivalent to 5% (Five percent) of the relevant contact value or submit the Performance Security in the form of an unconditional and irrevocable bank guarantee to the Employer for an amount equivalent to 5% (Five percent) of the relevant contact value valid for an initial contact period + a claim period of 12 (twelve) months.

b) The Contractor shall increase the Performance Security in the form of an unconditional and irrevocable bank guarantee in case of any escalation in the contact value such that the irrevocable bank guarantee shall at all times continue to be 5% (Five percent) of the relevant annual Fees

3.16 Retention Money

a) Employers shall retain 6% (six percent) of the value of work done in each monthly Bill towards retention money.

b) The Retention Money withheld shall be released within 21 days after completion of summary quantitative performance assessment for every six months.

c) In event of termination of Contract on account of non-performance of vendor, retention money accumulated with Employer shall get forfeited.

3.17. **Performance Bank Guarantee Encashment**

a) The Performance Bank Guarantees can be encashed in whole or part by the Employer in accordance with the terms of this RFE.

b) The Employer shall, without prejudice to its other rights and remedies under this terms and condition or in law, have a right to encash the Performance Bank Guarantee in case of

I. Failure of the Contractor to renew the validity of the Performance Bank Guarantees at least 30 (thirty) days prior to the expiry of the Validity Period unless the Agreement /Work order has ceased to be in effect;

II. Failure of Contractor to perform its contractual obligations set out under this Work Order to the satisfaction of the Employer; and, or

III. Failure to execute all Works including Schedule F works in the scope of the Contractor within the agreed timelines in accordance with the requirements of the Concession Agreement and, or, this Work Order; and, or,

IV. To set-off any claims or amounts that are due and payable by the Contractor, including on account of Damages

3.18. **Confidential Nature of documents**

a) All necessary documents used for performing this Contract shall be treated as confidential and shall be delivered only to the Employer's representative; their contents shall not be known to any person other than personnel of the Contractor performing services under this Contract

b) Confidential Information" shall mean any information and any idea in whatever form, tangible or intangible,

written, oral, electronic and/or in visual or machine readable medium including CD-ROMs, magnetic and digital form, whether disclosed to or learned by both the Receiving Party, pertaining in any manner to the business of both the Disclosing Party or to the Disclosing Party's and/or their affiliates, subsidiaries, consultants or business associates, whether in written, oral (which shall be reduced to/described in writing within 2 (two) days of disclosure), encoded, graphic, magnetic, electronic or in any other tangible or intangible form, and whether or not labelled as confidential by the Disclosing Party or otherwise provided by the Disclosing Party.

c) "Confidential Information" shall include, without limitation, the following: (a) schematics, techniques, employee suggestions, development tools, know-how, processes, computer printouts, computer programs, data, databases, attachments, design drawings and manuals, and improvements; (b) plans for future development and new product concepts; and (c) all documents, books, papers, drawings, models, sketches, and other data of any kind and description, including electronic data recorded or retrieved by any means, that have been or will be given to the Receiving Party and its representatives by the Disclosing Party, as well as written or verbal instructions (which shall be reduced to /described in writing within 3 (three) days of disclosure), pertaining to the Solution.

d) "Confidential Information" shall also include the substance of any negotiations or communications relating to the purpose, the existence or status of such negotiations or communications or other facts pertaining to the purpose, and the existence of this Work Order. Confidential Information also includes information disclosed by a Disclosing Party through expressly authorized third parties

e) Confidential Information shall not be deemed to be publicly available by reason only that it is known to a few of those people to whom it might be of commercial interest

f) All Confidential Information disclosed by either party to the other party under this Work Order shall be used by the receiving party solely for the Purpose. Receiving party may disclose the other party's Confidential Information only to (a) receiving party's authorized employees who are involved in the use of the Confidential Information in accordance with the terms of this Work Order, and (b) receiving party's authorized consultants who are involved in the use of the Confidential Information in accordance with the terms of this Work Order and have agreed in writing to be bound by terms consistent with the provisions of this Work Order

g) Neither party shall be restricted from disclosing Confidential Information of the other party pursuant to a judicial or governmental order, but any such disclosure shall be made only to the extent so ordered and provided only that the party receiving an order: (i) shall timely notify the other party so that it may intervene in response to such order, or (ii) if timely notice cannot be given, shall seek to obtain a protective order from the court or government for such information.

3.19. Taking over certificate

a) The Taking over certification shall be issued by the employer to the contractor after completion of satisfactory performance at the end of the contract period and subsequent takeover of assets in good and worthy condition.

3.20. Assignment and Subcontracting

a) Neither this Contract nor any of the rights or obligations of the Contractor hereunder may be assigned or transferred without the Employer 's prior written consent.

b) In the event sub-contracting is warranted *(and in any case not more than 25% of the Contract Price cumulatively)*, in the overall interest of the work the Contractor may proceed with the sub-contracting of work after obtaining the prior written consent of the Employer. The approval of the Employer shall not relieve the Contractor of any of his/her/its obligations and the terms of any subcontract shall be in conformity with the provisions of this Contract.

c) This Contract shall be binding upon the Employer and the Contractor and its respective legal representatives, successors-in-interest and permitted assigns.

3.21. Suspension and Termination

3.21.1 Suspension of works

a) If for any default or breach by the Contractor, and after due notice and reasonable cure period of 15 (fifteen) days, the Employer intends to suspend the maintenance works, then the Employer reserves the right to do so in whole or in part, at any time by giving the Contractor notice in writing to such effect stating the nature, the date and the anticipatedduration of such suspension. However, no cure period shall be provided for any default or breach by the Contractor in complying with Safety Requirements and the suspensionshall be effective forthwith. On receiving the notice of suspension, the Contractor shall stop all such maintenance Works which the Employer has directed to be suspended in writing with immediate effect. During such suspension the Employer shall not be liable to make anypayment to the Contractor to the extent of the suspended work. The Employer shall, however, be liable for payment of any dues accrued prior to such suspension ofmaintenance works.

b) The Contractor shall however resume the suspended works as expeditiously as possible after receipt of withdrawal of written suspension notice by the Employer. In the event such suspension continues for more than 90 (ninety) days or is not revoked by the Employer, this Work Order shall stand terminated by mutual agreement between the Parties. The Contractor agrees and acknowledges that in case the suspension is for part of the maintenance works or a particular activity as notified by the Employer, it (the Contractor) will continue to perform the remaining obligations and activities and nothing in this clause should be considered as a waiver of the Contractor's obligation to otherwise perform its obligations.

3.21.2 Termination

a) In the event of performance of the Contractor is consistently found to be less than 80% compared to the agreed maintenance program in 2 Consecutive months, in such cases, in the interest to maintain the high quality of work, the Employer with 15 days' notice reserves the right to delete any part of the scope of work or entire balance work from the Contractor's scope and get such works executed by other agencies/contractor at the risk, cost and expenses of the Contactor.

b) The Employer reserves the right to terminate the contract with the Contractor at its convenience and remove the Contractor without assigning any specific reason, and without incurring any cost or obligation for compensation thereof. Furthermore, the Employer retains the prerogative to replace the Contractor with a new contractor, whether for an ongoing or future requirement, at any stage during the contractual period providing 30 days' notice. Such termination or replacement shall be at the sole discretion of the Employer, and the Contractor acknowledges and agrees to comply with such decisions without recourse or claim for damages.

c) A Party hereto may terminate this Contract, if the other Party is likely to become or becomes insolvent or makes or attempts to make an assignment for the benefit of creditors or ceases or attempts to cease to do business or institutes or has instituted against it or allows any third party to institute against it, any proceedings for bankruptcy, reorganization, insolvency, or liquidation or other proceedings under any bankruptcy or other law for the relief of debtors; and does not terminate such proceedings within thirty (30) days.

3.21.3 Consequences of Termination

i.Payments

a) Save as otherwise provided elsewhere in this Work Order, on termination of the work order, the Employer shall pay to the Contractor an amount equal to the aggregate of (A) all undisputed sums due, which have accrued until the date of termination (including all services performed); and (B) for balance undisputed sums, the compensation will be mutually decided by the Employer and Contractor based on actual costs incurred by the Contractor, provided that the Contractor is not in material breach of this work order or the termination is not due to Contractor Default.

b) On termination of the work Order, the Contractor shall pay to the Employer an amount equal to the aggregate of (i) all undisputed sums due which have accrued until the date of Termination; and (ii) for balance undisputed sums, the compensation will be agreed between the Employer and Contractor based on actual costs / liabilities/damages incurred by the Employer.

c) The Employer shall, without prejudice to its other rights and remedies under this Work Order or in law, have a right to encash any bank guarantees that may be valid and enforceable upon early termination.

3.22 Joint Inventory of Project site

Within 7 (seven) days of issuance of termination notice, either by the Employer or the Contractor, the Contractor shall, irrespective of handing over of Site to the Contractor by the Employer, arrange for a Site visit to record the inventory of Project Site and condition of each Project Asset jointly. The date and time of the Site visit shall be mutually agreed between the Authorized Representatives of both the Parties. Such joint record ("Joint Inventory of Project Site") shall clearly record the condition of each Project Asset as on the handing over date by the Contractor. The Parties agree that such Joint Inventory of Project Site shall form the basis for certification of final bill and payment of dues to the Contractor.

3.23 Hand over

The Contractor will have a general obligation to assist the Employer including: (i) handing over any relevant books, documents or other papers; (ii) assigning all its rights to technical Documentation, drawings, procedures, licenses, permits etc., acquired by the Contractor which relate to the services; (iii) handing over the Contractor's equipment / materials / tools / tackles / Contractor's surplus manpower at fair market value, if mutually agreed between the Parties, (iii) and/or transferring the relevant lease agreements, the list of such handing / taking over material shall be signed by both the Parties.

***3.24* Transition**

Notwithstanding anything to the contrary, the Contractor agrees and undertakes to continue performing and fulfilling its obligations under this Work Order and cooperate to ensure compliance with the terms of the Concession Agreement till such time as may bedeem fit by the Employer.

3.25 Dispute Resolution

In case of any claim, disagreement or dispute arising out of, or in connection with this Contract or any breach thereof, the following procedure for resolving such claims, disagreements or disputes shall apply.

***3.26* Notification**

The aggrieved Party shall immediately notify the other Party in writing as to the nature of the alleged claim, disagreement or dispute, not later than seven (7) days from the date of knowledge / awareness of the existence thereof.

3.27 Consultation

On receipt of the notification provided above, the representatives of either Parties shall commence consultations with a view to reaching an amicable resolution of the claim, disagreement or dispute without causing any suspension/ interruption of the Works.

3.28 Arbitration

If the dispute does not get resolved within a maximum period of 15 days from the date of notification, it shall be referred to a panel of three arbitrators. Each party shall designate a single arbitrator, and the two

arbitrators so nominated shall collaboratively select a third arbitrator. The arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereto for the time being in force The Parties shall be bound by the arbitral award rendered in accordance with such arbitration as the final adjudication of any such disagreement, controversy or claim. The arbitration proceedings shall be held in New Delhi only. Language of the arbitration shall be in English, and the cost of the arbitration shall be borne by the respective Party as decided in the arbitral award. The Parties hereto agree that the Courts at New Delhi only shall have jurisdiction in respect of all matters whatsoever arising out of this Contract.

3.29 Notices

a) Any contractual notice, instruction, decision, order, report, certificate or other communication, which is to be exchanged between the Parties under this Work Order, shall be served by sending the same by email, facsimile transmission, with a confirmation copy by courier or by registered post (only in case of major issues viz. notices for deemed situations, arbitration, claims, Termination, etc.) to the respective addresses.

b) Any notice sent by email shall be deemed as served provided that a positive transmission report from the sender's machine is available and that shall be conclusive evidence of the receipt in absence of any evidence to the contrary.

3.30 Indemnification

The Contractor shall indemnify and hold the Employer, its officers, directors, , shareholders, employees and agents harmless from and against any and all losses, liabilities, damages, claims, actions, proceedings, costs, expenses (hereinafter collectively referred to as "Liabilities") that the Employer may incur or suffer to the extent arising out failure or breach or negligence or misconduct by the Contractor to fulfill or observe any of its obligations, covenants, representations or warranties set forth in this Contract. The provision of this Clause shall extend to suits, claims, demands, proceedings and liability in the nature of workmen's compensation claims and arising out of the use of patented inventions and devices.

3.31. Waiver

a) Waiver by either Party of any default by the other Party in the observance and performanceof any provision of or obligations under this Work Order

I. shall not operate or be construed as a waiver of any other or subsequent default hereofor of other provisions or obligations under this Work Order;

II. shall not be effective unless it is in writing and executed by a duly AuthorizedRepresentative of such Party; and

III. shall not affect the validity or enforceability of this Work Order in any manner.

b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions, and provisions of this Work Order or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions, or provisions of this Work Order.

3.32. Liability of Parties

a) The Works shall not be considered as completed until a Taking Over Certificate has been issued by the Employer. Contractor remains liable for fulfilment of any obligation under this Contract, even after the issuance of Taking Over certificate. For the purpose of determining the nature and extent of any such obligation the Contract shall be deemed to remain in force between the Parties

b) The Contractor shall bear all costs and expenses in respect of any local problems arising out of his/her/its

work at no extra cost to the Employer.

3.33. Accrued Right and Obligation

a) In the event of termination, the Employer shall make the full and final settlement to the Contractor in accordance with the Works for the satisfactory services rendered and items of work completed and also for any work in progress till the effective date of termination, provided the Contractor shall deliver the items of work to the satisfaction of the Employer and submit a "No Claims Certificate".

b) The Employer at its sole discretion may proceed with the termination of this Contract and appropriate the Retention Money for the reasons stipulated in this Clause.

3.34. Survival of Provision

The terms and provisions of this Contract that by their nature and content are intended to survive the performance hereof by any or all parties hereto shall so survive the completion and termination of this Contract.

3.35. Right and Remedies

All rights and remedies conferred under this Contract or by law shall be cumulative and may be exercised singularly or concurrently.

3.36. Temporary Works, water and Power

a) The Contractor shall submit full particulars of all Temporary Works to the Employer before commencing it. Construction of temporary works required for office, labor accommodation, stores etc., shall be the sole responsibility of the Contractor at his/her/its own cost and expenses. The Contractor shall make good, at his/her/its own expense, all damage to telephone, telegraph and electric cable (or) wires, sewers, water (or) other pipes and other services, except where the Public Authority (or) Private Party owning or responsible for the same elects to make good the damage. The costs incurred in so doing shall be paid by the Contractor to the Public Authority or Private Party on demand. Further, the Contractor shall provide on the Site to the satisfaction of the Employer adequate supply of drinking and other water for the use of the Contractor's staff and workmen. The Contractor shall arrange for adequate electric supply necessary for execution of the Works.

b) From the commencement date of the Works to the date of substantial completion, the Contractor shall take complete responsibility for the care thereof and of all Temporary Works. In the event that any damage or loss should happen to the Works or to any part thereof or to any Temporary Works from any cause whatsoever the Contractor shall at his/her/its own cost repair and make good the same so that, at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Employer 's instructions.

3.37. Accident or injury to workmen

The Employer shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub-Contractor. The Contractor shall indemnify, hold and save harmless the Employer against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

3.38. Third Party Beneficiaries

Except as specifically set forth or referred to herein, nothing contained or implied herein is intended or shall be construed to convey any rights upon any person or entity other than that of Contractor and Employer.

3.39. Severability

If for any reason whatsoever any provision of this Work Order is or becomes invalid, illegal orunenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substitutedfor such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided that failure to agree upon any such provisions shall not be subject to dispute resolution under this Work Order or otherwise.

3.40. Force Majeure

a) 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 (NSPPL & 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, NEPPL may at its option terminate the contract without any financial repercussion on other side.
b) 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 Force Majeure clause.

Section 2: Eligibility Criteria (Technical Requirements)

4. Eligibility Criteria, Proposal Submission requirements and Bid Evaluation Criteria

Sr No	Criteria
1	**Work Experience: -** The Bidder shall have a minimum experience of Five (5) years in Routine Maintenance works as on the Bid Due Date. "**Similar Works**" shall mean completed/ongoing works involving one or more of the following activities on National Highways, State Highways and Expressways. ▪ Executed a minimum of 3,000 lane kilometres of highway maintenance/ operation works. Certified copies of the LoAs/Orders issued by the client or any other documentary proof of completion to be provided in the last five years. ▪ Successfully executed at least Two (2) projects, each with a length of more than 500 lane Kilometres in the last five years. ▪ Sector-Specific Experience: Minimum five (5) years of experience in Routine Maintenance of ToT, InVIT, BoT, or HAM Projects.
2	**Technical Evaluation: -** The Company will evaluate the technical bid based on completed works, ongoing works, upcoming works, key team members, manpower, machinery.
3	**Financial Standings: -** a) Net Worth: The Net Worth for the previous three audited financial years shall be positive. b) Annual Turnover: - The Bidder should have cumulative revenue/turnover of a minimum Rs 20 Crore from Routine Maintenance & Incident Management works Only during the last three financial years. Certified copies of Financial Statements or certificate of turnover from Statutory Auditor / Chartered Accountant of the Bidder to be submitted along with the bid.
4	**Resources Availability:** The bidder shall submit a declaration of resources available for this Project.
Note	The Company may carry out due diligence of the bidder to validate the information submitted by the bidder. The Company will reject the bid in case of any discrepancy found in the financial standings submitted by the bidder.

5. Bid Submission Process

5.1 The bidder is expected to read and examine all instructions, terms & conditions, forms, Scope of Work, Technical Specifications, etc. carefully in the RFE. Bids which don't meet the requirements of the RFE, shall be rejected.

5.2 The bidder shall furnish all the documents in its bid

- Annexure A: Technical Proposal
- Annexure A1: Financial Bid
- Annexure A2: Minimum Resources
- Annexure A3: Additional Scope of Works
- Annexure A4: One Time Works
- Annexure A5: Penalty Charges
- Annexure B: Bidder Declaration
- Annexure C: Bid Evaluation Criteria
- Annexure D: Routine Maintenance Schedule
- Annexure E: Safety Plan as per Company's SOP

5.3 The Company will carry out the background verification of all agencies. Bids will be disqualified if bidder has

- Made misleading or false representations in the forms, statements, and attachments submitted with the bid.
- Any criminal records or any history of indulging in any corrupt practices in the past.
- Records of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures in previous execution work, etc.

Scope of Services - Requirements

6. Scope of Work – Routine Maintenance

The Scope of Work of the Maintenance Contractor shall be governed by the Maintenance Requirements prescribed by the Authority under the Concession Agreement. All such works which the Concessionaire is required to perform as Maintenance Services as per Article 15, Article 16, Article 18, and Schedule F,H under the Concession Agreement shall be adhered by the Routine Maintenance Contractor. 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 shall carry out a joint Site inspection and shall prepare 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.

The Scope of Works under various heads is mentioned below:

a) Road Maintenance - Cleaning of Project Facilities/ROW
b) Cleaning & Maintenance of Toll Plaza Building & Other Structures
c) Maintenance of Highway Lighting System
d) Maintenance of Highway Landscape - Median & Avenue Plantation
e) Unlined Drain Maintenance
f) Lined Drain Maintenance
g) Operations and Maintenance of Project Highway

6.1 Road Maintenance

6.1.1 Cleaning of Project facilities/ROW

The Maintenance Contractor shall be required to perform all routine road maintenance activities along the Project Highway. It is agreed that road maintenance includes maintenance of carrying out surface mechanical/manual cleaning of all Project Facilities including Main Carriageway, Service Roads, Junctions including approach roads to junctions, HTMS, Bus Lay Byes, Footpaths, Median , Median Openings, Shoulders, Embankment Slopes, Verges, Sign Boards, Overhead Gantries, Underpasses, Surface of Structures, Gutters, Kerbs, Railings, Metal Beam Crash Barrier, Guard Rails, Drainage Chutes, Road Furniture's etc and other Project Highway facilities as provided in the Contract and constructed under the Concession Agreement. All types of trash, plastic waste, garbage, debris, vegetation, weeds, soil/dust accumulation, dead animals, and any other waste or unwanted materials shall be completely removed along the Project Highway. The Project Highway

shall be kept clean, clear, and free from such materials at all times.

6.1.2 Cleaning of Structures

Cleaning, Clearing and Reshaping the upstream/downstream sides of culverts (box, slab, pipe), Major & Minor Bridge structures including expansion joints, cleaning of VUP, PUP, Flyover, ROB including disposal of excess material from site with all leads and lifts complete in all respect as directed by the Concessionaire representative and as per Maintenance Manual.

6.1.3 Cleaning of Right of Way (ROW)

Cleaning (from edge of Pavement to ROW), Cleaning of MCW, Cleaning of Service Road, removal of undesirable vegetation & weeds including grass cutting, removal of all types of trash or plastic, garbage, debris, dead animals, including disposal from site with all leads and lifts complete in all respect.

6.1.4 Maintenance, Repair and Replacement

The Maintenance Contractor shall Maintain, Repair and Replace the damaged/missing Metal Beam Crash Barrier, Pedestrian Guard Rails and Road Furniture items like Signboards, Road Studs, Delineators at all times. The Contractor shall report and record the damaged/missing furniture immediately to the Concessionaire for rectification/replacement of the same. (Concessionaire shall provide materials like Metal Beam crash barrier and Road furniture item like signboards, studs, delineators but not limited to. Further the Concessionaire shall provide the required materials.

6.2 Cleaning of Toll Plaza Building and Other Structures

a) Cleaning & Maintenance of Toll Plaza area include Canopy, Toll Booths, Toll Lanes, the entire building area including housekeeping of main Administration Building, Substation, Maintenance Camp, Medical Aid Post, Traffic Aid Post, Residential Quarters, Garage, Generator Room, Car Park, Fuel Storage, Security Room, Tunnel, landscaping, parking area, lined drain, unlined drain and including maintenance of plants and landscaping etc.

b) Maintenance of toll plaza buildings shall include the routine maintenance and attending to repairs of various parts of the building / structure and connected works as and when necessary, and replacement of irreparable items, cleaning and disinfection of the water supply systems, inspection and maintenance of the drainage/sanitation systems and the electrical installations will be as per the Specifications. Plumbing & Sanitary Works etc including materials & consumables as directed by Concessionaire and as per Maintenance Manual.

c) Maintenance of all furniture and related equipment shall include periodic servicing, checking and replacement. The Contractor shall attend to all necessary repairs and replenishment of consumables and other incidentals.

d) Cleaning and replacement of lights and light fixtures in highway lighting, Toll Plaza Lighting, Domestic lighting and High mast lighting, etc as required.

e) Repairs & replacement of air-conditioners, fans, bore well motor, sump motors, plumbing works.

f) All the required consumables/replacements shall be provided by the Concessionaire.

6.3 Maintenance of Highway Landscape – Median and Avenue Plantation

The Maintenance Contractor shall ensure the conservation of all trees, shrubs and similar vegetation, in the median and within the right of way. The Maintenance Contractor shall take adequate and appropriate measures across various seasons to ensure the survival of the vegetation. Maintenance of the Project Highway

landscape shall include attending to repairs to elements of the landscape connected works as and when necessary and replacement of irreparable plants and trees. Trees shall be maintained as per the IRC guidelines and as per the Specifications and no indiscriminate felling of trees will be resorted to while upgrading, widening and improving the Project Highway. The felling of trees will be undertaken in consultation with the O&M In charge / Independent Consultant after obtaining permission from the concerned authorities in the regards as applicable.

Maintenance includes numbering and maintaining a register of all roadside trees within the right of way. The routine maintenance such as trimming, pruning and shaping shall also cover those hedges and trees within the right of way, which affect the performance of the Project Highway.
All median and avenue plantations shall be watered regularly on a daily basis using safe and appropriate watering methods. The Contractor shall prepare and submit a detailed methodology for watering and obtain prior approval from the Concessionaire before implementation. The Contractor shall provide and apply the required manure and fertilizers to the median and avenue plantations at appropriate intervals. Periodic horticultural maintenance activities, including ploughing, bunding, soil conditioning, weeding, and other necessary measures, shall be carried out to ensure healthy growth and proper maintenance of the plantations. All dead, damaged, diseased, or missing plants shall be removed and replaced with healthy plants of the same or approved species and appropriate size by the Contractor.

Cutting, trimming, or clearance of vegetation required to maintain adequate visibility at intersections, road bends, accesses, traffic signs, and other critical locations shall be carried out in a manner that avoids permanent damage to hedges, shrubs, and trees. All hedges and tree branches overhanging the carriageway shall be regularly trimmed and maintained to always provide a minimum vertical clearance (headroom) of 5.5 metres.

The grass/turf within the rights of way shall be maintained in such a way that the highway is free of any obstructions and the availability of sight distance is ensured at intersections, passing zones, curves, etc.
The grass/turf around crash barrier, headwalls, paved ditches, etc., shall be maintained clean for better visibility. Turfing within the rights of way will be mown as to achieve a visual pattern in harmony with adjacent areas. Mowing will be done when the height of cut reaches 150 mm.

The scope shall include providing water, vehicles, FOL for vehicles, manures, fertilizers, labour, machinery and material etc with all lead & lifts as directed by Concessionaire representative and as per relevant specifications Article 15, Article 16, Article 18and Schedule F, IRC codes & MORTH and as per Contract Requirements.

6.4 Unlined Drain Maintenance

Cleaning, clearing, deepening, reshaping, and/or making of roadside unlined/kuccha drains shall be carried out as and when required to ensure proper drainage and unobstructed flow of water. The work shall include the removal and disposal of silt, sediments, debris, vegetation, and other accumulated or excess materials from the site, including all leads and lifts, complete in all respects.
All works shall be executed as directed by the Client and in accordance with the applicable Maintenance Manual, or as directed by the authorized representatives of the Concessionaire, Independent Engineer (IE), or NHAI. The Contractor shall ensure that the drains are maintained in a clean, functional condition and with

adequate longitudinal gradient and cross-section to facilitate effective drainage

6.5 Lined Drain Maintenance

The Contractor shall clean and clear all roadside drains, including open and covered drains, median drains, including open and covered drains, to restore and maintain their original shape, dimensions, and drainage capacity. The work shall include the removal of silt, sediment, debris, vegetation, garbage, and other accumulated materials, along with their collection, loading, transportation, and disposal at an approved location, including all leads and lifts. Necessary repairs to concrete, Masonary, drain lining, covers, or other drainage components, wherever required, shall also be carried out to restore the drains to proper working conditions. All the routine maintenance items shall be paid at BOQ rates mentioned in Annexure A3 based on actual measures at site.

All works shall be completed in all respects as directed by the authorized representatives of the Concessionaire, Independent Engineer (IE), or NHAI, and in accordance with the applicable Maintenance Manual and instructions issued from time to time

6.6 Operations and Maintenance of Project Highway

The road repair and maintenance works shall include, but shall not be limited to, the following:

a) Repair of potholes, surface cracks, bleeding, rutting, and other pavement defects.
b) Rectification and repair of damaged kerbs, concrete railings, concrete crash barriers, and MS guard railings.
c) Repair, replacement, and maintenance of 5th km, kilometre, and hectometre stones, as applicable.
d) Maintenance and renewal of pavement markings, road signs, road furniture, and other road safety appurtenances.
e) Maintenance and repair of bus lay-byes and associated facilities.
f) Repair and maintenance of damaged road furniture, including painting and restoration as required.
g) Maintenance of road shoulders, including earth/gravel shoulders, and rectification of rain cuts and erosion.
h) Stone pitching, provision/maintenance of filter media, turfing, and other slope and erosion protection works wherever required.
i) Maintenance, repair, painting, and upkeep of fencing and other roadside protective works.
j) Maintenance and repair of rigid pavements at toll plaza locations and other Project facilities, as and when required.
k) Periodic inspection, maintenance, repair, and replacement, wherever necessary, of bridge bearings, expansion joints, drainage spouts, RE walls, and protection works associated with all structures.
l) Any other road, structure, safety, drainage, or Project facility maintenance work required to keep the Project facilities in safe, serviceable, and satisfactory condition.

The scope shall include providing labour, machinery and material etc with all lead & lifts as directed by the Concessionaire representative and as per Relevant Specifications as per Article 15, Article 16, Article 18 and Schedule F, IRC codes &MORTH and as per Contract Requirements. All payments for the Road repair items shall be paid at BOQ rates mentioned in Annexure A3 based on actual measured at site

However, the road maintenance shall not include the Major maintenance.

6.7 Road Property Maintenance

i. The Contractor shall ensure maximum availability and efficient utilization of the Project Facilities. 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 damage or loss due to any reason attributable to Contractor, the same shall be rectified by or recovered from the Contractor.

ii. 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

The Contractor shall submit a detailed maintenance report covering each component of the Works performed during the preceding calendar month. The report shall be submitted within one (1) week from the end of each month, in the prescribed format and containing all relevant details, records, photographs, measurements, and supporting documents as required by the Concessionaire.

In addition to the above, the Contractor shall submit all other reports, statements, records, inspection reports, and compliance documents periodically and in the manner specified in this Agreement, the Maintenance Manual, or as directed by the authorized representative of the Concessionaire.

6.8 Maintenance of Highway Lighting System

a) General cleaning, maintenance & repairs of Highway Lighting, High mast lighting, Solar blinkers including solar panels, Lighting at Toll booths, Canopy, Tunnel etc and not limited to. Work shall include replacement of bulbs, light fixtures and any other materials related to electrical faults etc.

b) The Contractor shall maintain all lighting installations and related appurtenances as per the relevant clauses of IRC and IS codal provisions and the Concession Agreement.

c) The Contractor shall at all times maintain the lighting wherever provided in a condition nearly similar to original condition.

d) The Contractor shall identify the faults if any and the same shall be repaired instantly and restore the lighting, while missing and damaged items shall be replaced.

e) Damaged / replaced materials should be handed over to the Concessionaire with proper documentation.

f) Cleaning shall be done at regular intervals as directed by the representatives of the Concessionaire, IE or NHAI to ensure that lighting is as per the codal provisions.

g) The servicing of stand-by power generation units shall be carried out in accordance with the manufacturer's instructions.

h) The Contractor shall submit the daily Inspection report of highway lighting in the prescribed format in consultations with the Concessionaire.

i) Liaison with concerned local authorities covering, inter alia, works such as connection / collection reading from dept and co-ordinate with the Concessionaire to ensure timely payment.

j) All consumables such as bulbs, light fixtures, cables etc shall be provided by the Concessionaire.

6.9 Miscellaneous

a) **Working during night:** The Maintenance Contractor shall not carry out any Road Maintenance or Routine Maintenance work between sunset and sunrise without the prior permission of the O&M In charge, or

unless required to do so under the 0&M Manual / Concession Agreement.

b) **Safety Measures:** The Maintenance Contractor shall be responsible for taking all precautions to ensure the safety of all personnel connected with the operations and maintenance of the project highway irrespective of whether they are employed by the Concessionaire, itself or the sub-contractors and the safety of the road users and shall post such look-out men as may be, in the opinion of the O&M In charge, required. The safety accessories and equipment to be used for the daily operations and maintenance works shall be to the satisfaction of the Concessionaire / O&M In charge.

c) All Maintenance works shall be manned by a flagman and overseen by a supervisor, who will ensure and confirm the adequacy of safety provisions adopted at site before commencement of any Maintenance works. Any deficiency and dilution in safety measures will be viewed seriously and penalized. The penalty amount will be recovered from the running bills payable to the Maintenance Contractor.

d) The Maintenance Contractor shall keep the site(s) clean when the Works are carried out. The surplus and waste from such works on the pavement, median, shoulder, slopes, Toll Plaza area, buildings and any other Project Highway facilities from the performance of the Works shall be removed and the surface cleaned simultaneously with the completion of the Works at the work site without waiting for the actual completion of all other Works by the Maintenance Contractor. In case the Maintenance Contractor fails to comply with this Clause, the Concessionaire shall have the right to have the Works performed through any other Person at the risk and cost of the Maintenance Contractor. Before taking such action, the Concessionaire shall give 3 (three) days' notice in writing to the Maintenance Contractor of its intention to get such Works performed by any other Person.

e) Clearance of site on completion: On completion of the Works, the Maintenance Contractor shall clear away and remove from the Project Highway site all constructional plants, surplus materials, rubbish and temporary works of the every kind and leave the whole Project Highway site clean and in a workman like condition to the satisfaction of the O&M In charge.

f) Health, Environment, Safety and Sanitary arrangements: The Maintenance Contractor shall comply with Applicable Law and IFC Standards in respect of health, safety, sanitary and environment related matters and as instructed by the Concessionaire within the purview of the Concession Agreement so as to keep the Project Highway site and the surrounding areas free from the influence of any epidemic disease, etc. and also to ensure immaculate condition of the surrounding.

g) Any circulars, notifications etc. issued by NHAI and any other Authority and accepted by the Concessionaire from time to time related to maintenance of the project highway or having bearing on Maintenance activities shall be binding on the Maintenance Contractor for implementation.

6.10 Annexure A3

a) Additional scope of Works shall be covered under Annexure A3, for which rates are hereby agreed to ensure complete responsibility of 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 as per Annexure A3 is limited to 30% of value of main works under Annexure A-1 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 works proposed to be executed every quarter shall be validated from the Employer on or before 10th

of that respective quarter. The proposed quantum of Annexure A3 works for every month shall be signed by the Project Head and issued to the Contractor on or before 5th 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 of works under the Annexure A3, 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% 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 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 specified in the BOQ 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 its 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.

ANNEXURE – A

Form A - Empanelment & Engagement of Contractors for Providing Routine Operations & Maintenance Services from km 262.000 to km 419.590 of Bareilly-Sitapur Section of NH-30 in the State of Uttar Pradesh

(On letterhead of the bidder)

To,

M/s National Highways InvIT Project Managers Pvt. Ltd (On Behalf of SPV)

1st Floor, Asia Bhawan (Gate No 2), Road no 205,

Sector – 9, Dwarka,

New Delhi-110075

Subject: Technical bid for Empanelment & Engagement of Contractors for Providing Routine Operations & Maintenance Services from km 262.000 to km 419.590 of Bareilly-Sitapur Section of NH-30 in the State of Uttar Pradesh.

Sir/Madam,

We, the bidder, having read and examined in detail the Specifications and Scope of the Work as specified in this document in respect of Empanelment & Engagement of Contractors for Providing Routine Operations & Maintenance Services from km 262.000 to km 419.590 of Bareilly-Sitapur Section of NH-30 in the State of Uttar Pradesh.

1. Financial Standings

The contractor should provide all the required details in the table below and submit the supporting documents.

S. No	Description	FY 2025-26	FY 2024-25	FY 2023-24	FY 2022-23	FY 2021-22
1	Total Assets					
2	Current Assets					
3	Total External Liabilities					
4	Current Liabilities					
5	Liquidity (2-4)					
6	Profitability					
7	Net Worth (1-3)					
8	Annual Turnover					

**** Balance Sheet and Income Statement for the respective years must also be submitted.***

2. Past Experience and Testimonials

The Contractor should submit the details of all past projects in the last 5 years. Work Value, including the following:

S. No.	Description of Work	Name of the Client along with contact person details	Total Work Value (INR Cr.)	Project Start Date	Project End Date
1					
2					
3					
4					
5					

ANNEXURE-A1
(On the Letter Head of the Bidder)

Financial Proposal
From (Name and Address of the Bidder)

To,
M/s National Highways InvIT Project Managers Pvt. Ltd (On Behalf of SPV)
1st Floor, Asia Bhawan (Gate No 2), Road no 205,
Sector – 9, Dwarka,
New Delhi-110075

Sub: Request for Empanelment (RFE) Issued by National Highways InvIT Project Managers Pvt Ltd for Contractors to Provide Routine Operations & Maintenance Services from km 262.000 to km 419.590 of Bareilly-Sitapur Section of NH-30 in the State of Uttar Pradesh.

S.no	Description	Unit	Rate	Amount
1	Monthly Fees for Providing Services as per the Scope of Works Mentioned above of this RFE – Section -I	Per KM/Month		
Total Amount (Ex GST)				

S.no	Description	Unit	Rate	Amount
1	Monthly Fees for Providing Services as per the Scope of Works Mentioned above of this RFE– Section -II	Per KM/Month		
Total Amount (Ex GST)				

The rate per km/month for below mentioned BOQ shall be %weightage*Rate per km/month for Section-I is as below

Sr. No.	Item Description	Weightage in %	Unit	Scope
1	**Median Maintenance:** Trimming of plants/shrubs & cutting of unwanted grass at median, islands rotary, interchanges, toll plaza and truck lay bye along with removal of branches/undesirable vegetation/debris/ garbage, Pit Hoeing/Basin Making for Plants including supplying & spreading manure, Providing and spreading insecticides/pesticides as and when required as per site conditions and removal of unwanted Vegetation From PCC Surface of Median as directed by site In-charge. Preferably, the work is to be executed using mechanical/power tools.	15%	Km	80
2	**Roadside Maintenance/Row (Earthen Shoulder to till boundary pillar) :** General cleaning and removal of undesirable vegetation/weeds/litter/Debris material/garbage along with its disposal from site as directed by site In-charge with all leads and lifts complete. Preferably, the work is to be executed using mechanical/power tools.	15%	Km	80
3	**Maintenance of Existing plants (median + avenue) :** A joint inspection to count the number of plants present in the median and avenue shall be carried out between the Service Provider and Company and the same shall be handed over to the Service Provider for monthly maintenance (Basin Making for Plants including supplying & spreading manure, Providing and spreading insecticides/pesticides as and when required as per site conditions). The Service Provider will be required to maintain the number of plants for the entire duration of the contract as found out through thus joint inspection. (This includes maintenance of new plants required for filling the median gaps and Avenue gaps) In case of damage of plants, the vendor must replace the new plant with same size, height as original.	5%	Km	80
4	**Watering:** Watering of all plants/shrubs planted for aesthetical/environmental purpose to keep them all the time in healthy state as directed by site in charge with all leads and lifts complete.	15%	Km	80
5	**Cleaning of Road Assets (Delineators, Signboards, MBCB, PGR, Gantry Boards, KM, HM, 5th KM Stones Guard Post & Boundary Pillars, Kerb etc.):** Cleaning of Road Assets in medians, roadside and service roads, as directed by site in-charge at least once in a month.	5%	Km	80
6	**Cleaning of MCW+SR (Rural section) :** Surface cleaning of main carriage way along with paved shoulders & earthen shoulders and service roads, Major & Minor Junctions up to ROW preferably by mechanical means/Mechanical broomer/Vacuum Machine/Manual wherever required along with disposal of debris from site as directed by site in-charge.	17%	Km	73

Sr. No.	Item Description	Weightage in %	Unit	Scope
7	**Cleaning of MCW+SR (Urban section) :** Surface cleaning of main carriage way along with paved shoulders & earthen shoulders and service roads, Major & Minor Junctions up to ROW preferably by mechanical means/Mechanical broomer/Vacuum Machine/Manual wherever required along with disposal of debris from site as directed by site in-charge.	3%	Km	7
8	**Cleaning of Drains:** Cleaning of roadside (Lined Drain & Earthen Drain), median drains, Cut Drains (Median Chute & Divider Chute) Side Slope Drains, re-shaping of drain, and all type of drains etc., 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.	5%	Km	80
9	**Cleaning of Toll Plaza and booths & Toilet Block (from outside) :** Cleaning of toll plaza pavement area, toll plaza ROW, cleaning & washing of toll lanes and booths & separators, bull nose, canopy cleaning, crash barriers including wet cleaning of road furniture in toll plaza area. including Toll Plaza Toilet Block (Vendor has to deploy minimum 2 labours at each Toilet block for the same.)	5%	Nos	1
10	**Cleaning of Waterway of Structure:** Desilting, cleaning of culverts (box, Slab & Pipe), Under pass, bridges, fly overs, ROBs, Other Structures Etc. & Cleaning Headwall, Parapet wall, Crash Barrier, rainwater harvesting, Handrail, Quadrant Pitching, Drain Spout, Expansion Joint, Quadrant Pitching, Stone Pitching, Removal of Vegetations from RE Wall Panel including disposal of excess material from site with all leads and lift complete in all respects as directed by site in-charge.	8%	Km	80
11	**Cleaning of Toilet Blocks at Truck lay bay:** Toilet Block shall be kept in clean and useable condition throughout the day. And septic tank shall be kept clean as and when required. The service provider shall ensure round-the-clock cleanliness of the toilet blocks and shall provide all such materials/consumables which are required to keep the toilet block/ septic tank neat and clean. The responsibility of the material available in the toilet blocks will be of the service provider against theft and breakage. Vendor has to deploy minimum 2 labours at each Toilet block for the same.	2%	Nos	2
12	**Safety during Service:** The work zone shall be barricaded as per prevailing IRC Codes and Standards.	5%	Km	80

The rate per km/month for below mentioned BOQ shall be %weightage*Rate per km/month for Section-II is as below

Sr. No.	Item Description	Weightage in %	Unit	Scope
1	**Median Maintenance:** Trimming of plants/shrubs & cutting of unwanted grass at median, islands rotary, interchanges, toll plaza and truck lay bye along with removal of branches/undesirable vegetation/debris/ garbage, Pit Hoeing/Basin Making for Plants including supplying & spreading manure, Providing and spreading insecticides/pesticides as and when required as per site conditions and removal of unwanted Vegetation From PCC Surface of Median as directed by site In-charge. Preferably, the work is to be executed using mechanical/power tools.	15%	Km	77.59

Sr. No.	Item Description	Weightage in %	Unit	Scope
2	**Roadside Maintenance/Row (Earthen Shoulder to till boundary pillar) :** General cleaning and removal of undesirable vegetation/weeds/litter/Debris material/garbage along with its disposal from site as directed by site In-charge with all leads and lifts complete. Preferably, the work is to be executed using mechanical/power tools.	15%	Km	77.59
3	**Maintenance of Existing plants (median + avenue) :** A joint inspection to count the number of plants present in the median and avenue shall be carried out between the Service Provider and Company and the same shall be handed over to the Service Provider for monthly maintenance (Basin Making for Plants including supplying & spreading manure, Providing and spreading insecticides/pesticides as and when required as per site conditions). The Service Provider will be required to maintain the number of plants for the entire duration of the contract as found out through thus joint inspection. (This includes maintenance of new plants required for filling the median gaps and Avenue gaps) In case of damage of plants, the vendor must replace the new plant with same size, height as original.	5%	Km	77.59
4	**Watering:** Watering of all plants/shrubs planted for aesthetical/environmental purpose to keep them all the time in healthy state as directed by site in charge with all leads and lifts complete.	15%	Km	
5	**Cleaning of Road Assets (Delineators, Signboards, MBCB, PGR, Gantry Boards, KM, HM, 5th KM Stones Guard Post & Boundary Pillars, Kerb etc.):** Cleaning of Road Assets in medians, roadside and service roads, as directed by site in-charge at least once in a month.	5%	Km	77.59
6	**Cleaning of MCW+SR (Rural section) :** Surface cleaning of main carriage way along with paved shoulders & earthen shoulders and service roads, Major & Minor Junctions up to ROW preferably by mechanical means/Mechanical broomer/Vacuum Machine/Manual wherever required along with disposal of debris from site as directed by site in-charge .	17%	Km	69.59
7	**Cleaning of MCW+SR (Urban section) :** Surface cleaning of main carriage way along with paved shoulders & earthen shoulders and service roads, Major & Minor Junctions up to ROW preferably by mechanical means/Mechanical broomer/Vacuum Machine/Manual wherever required along with disposal of debris from site as directed by site in-charge.	3%	Km	8
8	**Cleaning of Drains:** Cleaning of roadside (Lined Drain & Earthen Drain) ,median drains, Cut Drains(Median Chute & Divider Chute) Side Slope Drains, re-shaping of drain, and all type of drains etc., 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.	5%	Km	77.59
9	**Cleaning of Toll Plaza and booths & Toilet Block(from outside) :** Cleaning of toll plaza pavement area, toll plaza ROW, cleaning & washing of toll lanes and booths & separators, bull nose, canopy cleaning, , crash barriers including wet cleaning of road furniture in toll plaza area. including Toll plaza Toilet Block(Vendor has to deploy minimum 2 labours at each Toilet block for the same.)	5%	Nos	1
10	**Cleaning of Waterway of Structure:** Desilting, cleaning of culverts (box, Slab & Pipe), Under pass, bridges, fly overs, ROBs, Other Structures Etc. & Cleaning Headwall, Parapet wall, Crash Barrier, rain water harvesting, Handrail, Quadrant	8%	Km	77.59

Sr. No.	Item Description	Weightage in %	Unit	Scope
	Pitching, Drain Spout, Expansion Joint, Quadrant Pitching, Stone Pitching, Removal of Vegetations from RE Wall Panel including disposal of excess material from site with all leads and lift complete in all respects as directed by site in-charge.			
11	**Cleaning of Toilet Blocks at Truck lay bay:** Toilet Block shall be kept in clean and useable condition throughout the day. And septic tank shall be kept clean as and when required. The service provider shall ensure round-the-clock cleanliness of the toilet blocks and shall provide all such materials/consumables which are required to keep the toilet block/ septic tank neat and clean. The responsibility of the material available in the toilet blocks will be of the service provider against theft and breakage. Vendor has to deploy minimum 2 labours at each Toilet block for the same.	2%	Nos	4
12	**Safety during Service:** The work zone shall be barricaded as per prevailing IRC Codes and Standards.	5%	Km	77.59

Name and Signature of Bidder's Authorized Signatory **Date:**

Annexure A2

Minimum/Indicative Resources of Each Section

1. Minimum/Indicative requirement of Team Members for the Project

The contractor should deploy the team members proposed for each position, as listed below, for the project:

Personnel	Minimum Experience	Minimum/Indicative No.
Maintenance Manager	5 years on Highways Construction/ Maintenance Works etc.	1 (Minimum)
Civil Supervisor	2 years on Highway Construction /Maintenance works	4 (Minimum)
Safety Supervisor	2 years on Highway Construction /Maintenance Works/EHS	2 (Minimum)
Electrician		2 (Minimum)
Labors for Cleaning & Horticulture (20% female and 80% male, age must be less than 50 years)*		54 (Indicative)

* The above manpower is indicative but not limited to, the Contractor shall deploy additional manpower as directed by the representatives to maintain the project highway in the condition as per the Concession Agreement. The above indicated manpower is exclusively for RM works and any additional work as per Annexure A3, the contractor shall deploy additional manpower for the execution of respective works and shall not use the manpower from the above mentioned.

Role & Responsibilities of the Maintenance Contractor Personnel:

a) To implement Systems & processes for Maintenance function.
b) Prepare and share Monthly Maintenance plan with Concessionaire and monitor on regular basis.
c) Maintain and update the Project Inventory.
d) Control the planned maintenance activities while complying with traffic conditions and service requirements.
e) Manage the Routine Maintenance as per agreed plan and with daily reporting.
f) Coordinate with Route Ops team lane closures and confirm the lane closure Plan with Concessionaire / IC.
g) Manage the traffic and safety control equipment during the routine maintenance works.
h) Manage the labour gangs and drive efficiently.
i) Prepare and share Daily Progress Report and Monthly performance report.

2. Minimum Machinery (per section)

The contractor should deploy and provide the details of machinery as mentioned below,

S. no.	Machinery Type	No's	Remarks
1	Truck Mounted Vacuum (Capacity 10 cum.) Road Sweeper with side brush along with GPS Tracker (as per NHAI Policy specifications)	1	Safety Arrangements: Blinker, safety boards, water barrier, LED Arrow provision to be done.

S. no.	Machinery Type	No's	Remarks
2	Tractor mounted Automatic Grass/Hedge Cutting Machine	1	
3	Tractor Mounted Sweeper Machine	2	Safety Arrangements: Blinker, safety boards, water barrier , LED Arrow provision to be done.
4	Grass/Bush Cutting Machine	15	
5	Battery/Petrol Operated hedge trimming machine	4	
6	Tractor Trolley	3	
7	Water Tanker with 16kl Capacity along with VTS	2	
8	Water Tanker with 5kl Capacity along with VTS - with Jet Sprayer	1	
9	TATA 407 along with VTS - Shadow Vehicle	02	
10	JCB with VTS	2	For a period of 5 Months during Pre and Post Monsoon, incl required 1 supervisor for each vehicle. The contractor shall also deploy the machinery as and when required as per the site conditions throughout the year.
11	Safety Cones along with Caution tape		As per Site Requirement
12	Helmets		As per Site Requirement
13	Safety Jackets		As per Site Requirement
14	Traffic Management as per the Guidelines provided under IRC: SP 55 2014 & EHS Policy. Each Set shall contain below items		
	Men at Work	1	
	No Overtaking	1	
	Speed Limit Board	1	
	Lane Closure Board	1	
	Keep Left/Right	1	
	Water Barrier	05	
	Flagman	1	
	PPE for each labour		As per Site Requirement
	Face Shield/Googles		As per Site Requirement
	Hand Gloves		As per Site Requirement
	Safety Belt & Harness		As per Site Requirement

Note: The above machinery is indicative/minimum, the above deployed machinery shall at no time be demobilized without prior intimation. As per the site conditions, if any additional machinery needs to be deployed to achieve the satisfactory performance, the contractor shall at his own cost deploy and maintain the project highway as per the Concession Agreement.

3. Key Terms and Conditions

a) A Performance Bank Guarantee (PBG) of 5% of the Contract Value (excluding GST) must be submitted within 15 working days of the award of the contract or mail confirmation.

b) Financial Proposals will only be considered and evaluated for Contractors who fulfils the technical evaluation criteria and are deemed suitable by The Company for the execution of the works.

c) If The Company discovers any discrepancies or false information shared during the technical evaluation of the contractor, the contractor will not be considered for the current or any future works of the company, and disciplinary actions will be taken as per the Company's policy.

d) Failure to share proofs of submitted information in this form may result in non-consideration for the financial proposal for this project.

e) The Vendor shall complete all necessary mobilization activities and deploy the requisite manpower, equipment, and resources to ensure full operational readiness at the site by **01 December 2026**.

Thanking You
Yours,

Authorized Signatory

(Name of representative) *(Date)*
(Name of Firm) *(Seal/Stamp of the Firm)*

ANNEXURE – A3

Annexure-A3 (Special Works)			
S. No	**Description of Works**	**UOM**	**Rate (INR)**
1	**All charges for construction of speed breakers - Safety Enhancement works of Service Roads, Approach Roads, Toll Plazas, Intersections, etc to project highway -**		
a	With Bituminous Material	MT	
b	With Concrete- M30 (assuming .271cum/m)	Rm	
2	All charges for reconstruction of damaged kerb using M20 grade concrete, including supply of materials, transportation, labour, tools, plants and machinery, shuttering, curing, and finishing complete. The work shall also include painting with one coat of approved primer and two coats of approved brand paint, complete in all respects. Wherever required as per site conditions, kerb raising shall be carried out using an approved bonding agent to ensure proper adhesion with the existing kerb, as directed by the Engineer-in-Charge.	Rm	
3	**All charges for providing barbed wire fencing as per approved drawing & as directed by Engineer-In-Charge. The rates are inclusive of excavation of pits, supply of poles, barbed wire & requisite stressing, quarter pins; etc**		
a	With material	Rm	
b	Without material (Fencing with pole Shall be provided by SPV)	Rm	
4	**SHOULDER : Restoration of Rain Cuts**		
a	Restoration of rain cuts (including all material and machineries) with soil, moorum, gravel or a mixture of these, clearing the loose soil, benching for 300 mm width, laying fresh material in layers not exceeding 250 mm and compacting with plate compactor or power rammers to restore the original alignment, levels and slopes (Soil from borrow area shall be arranged by Vendor)	Cum	
b	Restoration of rain-cut areas by providing soil-filled cement bags, including all materials, labour, and machinery.	Nos	
5	**Crack Filling - Alligator Cracks**		
a	Filling of crack using slow - curing bitumen emulsion and applying River bed/crusher sand in case crack are wider than 3mm. - Boq rates are included machinery and manpower. Required material of emulsion and river bed/Crusher sand only shall be provided @ SPV stores at free of cost.	Sqm	
6	Crack Filling - Longitudinal		
7	Filling of crack using slow - curing bitumen emulsion and applying Riverbed/crusher sand in case crack are wider than 3mm. - Boq rates are included machinery and manpower. Required material of emulsion and riverbed/Crusher sand only shall be provided @ SPV stores at free of cost.	Rm	
8	Filling Pot-holes and Patch Repairs with **Cold ready mix** - Boq rates are included machinery and manpower. Required material of cold ready mix shall be provided @ SPV stores at free of cost.	Sqm	
9	**Filling Potholes and Patch Repairs with Paver block (50mm to 80mm)** - Boq rates are included supply of paver block, machinery and manpower.		
a	With material	Sqm	
b	Only Labour (Sand and Paver Block shall be provided by SPV. Machinery, manpower, tools & tackles shall be in the scope of the vendor.)	Sqm	
10	**Filling Pot-holes and Patch Repairs with Bituminous concrete, 40 to 50 mm.**		
a	Removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation as per clause 503, back filling the pot holes with hot bituminous material as per clause 504, compacting with Plate Compactor and finishing the surface to form a smooth continuous surface, all as per clause 3004.2	Cum	
11	**Filling Pot-holes and Patch Repairs with Dense Graded Bituminous Macadam (DBM) up to 100 mm.**		

Annexure-A3 (Special Works)			
S. No	**Description of Works**	**UOM**	**Rate (INR)**
a	Removal of all failed material, trimming of completed excavation to provide firm vertical faces, cleaning of surface, painting of tack coat on the sides and base of excavation as per clause 503, back filling the pot holes with hot DBM material as per clause 504, compacting with Plate Compactor and finishing the surface to form a smooth continuous surface, all as per clause 3004	Cum	
12	Providing Pneumatic jack hammer along with tractor and operator	Hrs.	
13	**Repair of old Joints Sealant** (Removal of existing sealant and re sealing of contraction, longitudinal or expansion joints in concrete pavement with fresh sealant material)		
a	With material	Rm	
b	Only Labour (Sealant Material Provided by SPV & machinery, tool & Tackle with safety item in scope of vendor)	Rm	
14	**Crack Sealing**: Providing and laying low viscosity, abrasion resistant, insitu UV resistant sealer FOSROC EP75 / equivalent into all type of concrete pavement cracks wherever required in culverts, bridges and pavements as per manufacturer's specifications and guidelines etc. complete including chipping the surface and making groove into cracks 5mm x 10mm and cleaning the surface and pouring the material into cracks etc. complete.	Rm	
15	**Repair of Cracked Rigid Pavement (PQC Panels) using Cross bar stitching.** Crack stitching with inclined tie bar (cross Stitching) used for cracks in reasonably good condition in order to arrest movement of slab and slabs pieces by making primer verticals holes,, alternative inclined hole, cleaning the hole through oil free compressor and filled with epoxy resin in enough quality that will coat HYSD bar confirming IS 1786 of 12 mm dia in every hole also groove shall be made along with line cracks display spalling and filled with a low viscosity resin or fire epoxy mortar following the method specified IRC SP 83:2008.	Rm	
16	**Repair of Cracked Rigid Pavement (PQC Panels) using Stapling** Crack stitching with V-bars (Stapling) to be used for cracks in reasonably good condition in order to arrest movement of slabs and slab pieces by making the position of vertical holes of dia 30 mm at a distance of 228 mm form the crack at spacing of 600 mm centre to centre, drilling holes, Slit removing, Debris cleaning from the holes, roughen the sites of hole and slit by sand blasting, sand paper. Insert the steel bar (FE 500), fill the holes and silt with epoxy mortar (1:3 epoxy: sand) up to 10mm above the top surface of steel bar. Filling with non-shrinkable concrete or any other equivalent material may be filled up to the top level of PQ2 and fill the sides of the groove with low viscosity epoxy following the IRC SP 83:2008.	Rm	
17	**Providing and applying micro concrete** (like shrink comp or equivalent) having compressive strength as 400 Kilogram/sq.cm. including finishing the surface and curing for 07 days. Etc complete. The usage of this non shrink concrete with zero slump is to allow to occupy every free space leaving no voids, thereby producing dense concrete with proper bonding with concrete (The quoted rates to be inclusive of all materials, labours, tools & tackles, transportation, taxes etc complete) to be applied on Rigid Pavement with Nito bon Bond & 6mm Wire mesh.		
a	With Material	Cum	
b	Only Labour (Micro Concrete Material Provided by SPV & machinery, tool & Tackle with safety item in scope of vendor)	Cum	
18	**All Charges for Minor Rectification of Rigid Pavement**		
a	**Dismantling of cement concrete pavement of any grade by mechanical means** using pneumatic tools, breaking to pieces not exceeding 0.02 cum in volume and stock piling at designated locations and disposal of dismantled materials up to a lead of 1000 meters, stacking serviceable and unserviceable materials separately as per MoRTH specification clause 202.	Cum	

Annexure-A3 (Special Works)			
S. No	**Description of Works**	**UOM**	**Rate (INR)**
b	**Pavement Quality Concrete Construction of un-reinforced, dowel jointed, plain cement concrete pavement M-40 grade concrete** over a prepared sub base with cement , coarse and fine aggregate conforming to IS 383, maximum size of coarse aggregate not exceeding 25 mm, mixed in a batching and mixing plant as per approved mix design, transported to site, laid with a fixed form or slip form paver, spread, compacted and finished in a continuous operation including provision of contraction, expansion, construction and longitudinal joints, joint filler, separation membrane, sealant primer, joint sealant, debonding strip, admixtures as approved, curing compound, finishing to lines and grades as per drawing as per IRC 15 2011 and as per relevant clauses of section 602 of specifications complete but excluding cost of steel in dowel bar and tie rods etc.	Cum	
c	Mild steel (500 mm Length, 300 mm Spacing, 36 mm Dia)	MT	
d	Tor steel (640 mm Length, 520 mm Spacing, 12 mm Dia)	MT	
19	**All Charges for GP2 Concreting** including material with Nito Bond, transportation, labours, plants & machineries, shuttering etc	Cum	
	Road Furniture's		
20	**All charges for casting & fixing of road furniture items** as per approved drawing and as directed by Engineer in Charge. The rates are inclusive of all materials, transportation, labours, plants & machineries, shuttering; etc **(including 1 coat primer , 2 coats of enamel paint)**		
a	Hectometre Stone	Nos	
b	KM Stone	Nos	
c	5th KM Stone	Nos	
d	Boundary/ROW Stone	Nos	
e	**Guard Stones:**		
	Size : 900mm Small Size	Nos	
	Size : 1250mm Big Size	Nos	
21	**All charges for rectification of tilted/damaged road furniture, including re-erection or re-fixing with concrete, complete in all respects, as directed by the Engineer-in-Charge.**		
a	Hectometre Stone	Nos	
b	KM Stone	Nos	
c	5th KM Stone	Nos	
d	Boundary/ROW Stone	Nos	
e	**Guard Stones:**		
	Size : 900mm Small Size	Nos	
	Size : 1250mm Big Size	Nos	

Annexure-A3 (Special Works)			
S. No	**Description of Works**	**UOM**	**Rate (INR)**
22	**All charges for painting and lettering of distance marking stones, guard posts, boundary pillars, etc**., including supply of all materials, labour, tools, and tackles, and carrying out the work as per approved drawings and as directed by the Engineer-in-Charge **(With Material).**		
a	5th KM Stone	Nos	
b	KM Stone	Nos	
c	Hectometre Stone	Nos	
d	Boundary/ROW Stone	Nos	
e	Chainage marking	Nos	
f	Structure Numbering	Nos	
	Guard Stones:		
h	Size : 900mm Small Size	Nos	
i	Size : 1250mm Big Size	Nos	
j	Bridge Hand Rail Pipe painting including removing the rust and one coat oil primer and two coats of enamel paint.	Rm	
23	**Labour charges for painting and lettering of distance marking stones, guard posts, boundary pillars, etc**., including manpower, tools and tackles, and all required safety equipment. The work shall be carried out as per approved drawings and as directed by the Engineer-in-Charge. **Material shall be provided by SPV.**		
a	5th KM Stone	Nos	
b	KM Stone	Nos	
c	Hectometre Stone	Nos	
d	Boundary/ROW Stone	Nos	
e	Chainage marking	Nos	
f	Structure Numbering	Nos	
	Guard Stones:		
h	Size : 900mm Small Size	Nos	
i	Size : 1250mm Big Size	Nos	
j	Bridge Hand Rail Pipe painting including removing the rust and one coat oil primer and two coats of enamel paint.	Rm	

Annexure-A3 (Special Works)			
S. No	**Description of Works**	**UOM**	**Rate (INR)**
24	**All charges for repairing of damaged MBCB** as per approved drawing & as directed by Engineer-In-Charge. The rates are inclusive of all materials, transportation, labours, plants & machineries, shuttering, etc		
a	Removal by gas cutting	Rm	
b	Refixing of New MBCB (Excluding MBCB) (With Concrete)	Rm	
c	Refixing of New MBCB (Excluding MBCB) (Without Concrete)	Rm	
25	**"W" : Metal Beam Crash Barrier** (Providing and erecting a "W" metal beam crash barrier comprising of 3 mm thick corrugated sheet metal beam rail, 70 cm above road/ground level, fixed on ISMC series channel vertical post, 150 x 75 x 5 mm spaced 2 m centre to centre, 1.8 m high, 1.1 m below ground/road level, all steel parts and fitments to be galvanised by hot dip process, all fittings to conform to IS:1367 and IS:1364, metal beam rail to be fixed on the vertical post with a spacer of channel section 150 x 75 x 5 mm, 330 mm long complete as per clause 811) **Complete Rate including All components required to fix 1 meter MBCB.**	Rm	
26	**Supply & Fixing of "W" Beam Crash Barrier Components**		
a	Supply of MBCB	Nos	
b	Supply of Post	Nos	
c	Supply of Spacer	Nos	
d	Round headed Bolts	Nos	
e	Hexagonal Bolts	Nos	
f	Supply of End beams	Nos	
27	**All charges for painting of various road furniture items as per approved drawings** and as directed by the Engineer-in-Charge, including supply of material, manpower, tools and tackles, and all required safety equipment. Work includes application of two coats of paint to achieve the required finish. **(With Material)**		
a	Single Post Sign Boards	Nos	
b	Double Post Sign Boards	Nos	
c	Solar Blinkers	Nos	
d	Solar Low Masts	Nos	
e	Delineators	Nos	
f	Hazard Marker Sign board	Nos	
g	Bollards	Nos	
h	Cantilever Gantry	Nos	
i	Single pole gantry	Nos	

Annexure-A3 (Special Works)			
S. No	**Description of Works**	**UOM**	**Rate (INR)**
j	2 pole gantry	Nos	
k	Toll fee boards	Nos	
28	**All charges for painting of various road furniture** items as per approved drawings and as directed by the Engineer-in-Charge, including surface preparation and application of two coats of paint. The rate shall be inclusive of manpower, tools and tackles, and necessary safety equipment. **Paint material shall be supplied by SPV.**		
a	Single Post Sign Boards	Nos	
b	Double Post Sign Boards	Nos	
c	Solar Blinkers	Nos	
d	Solar Low Masts	Nos	
e	Delineators	Nos	
f	Hazard Marker Sign board	Nos	
g	Bollards	Nos	
h	Cantilever Gantry	Nos	
i	Single pole gantry	Nos	
j	2 pole gantry	Nos	
k	Toll fee boards	Nos	
29	**Providing and fixing of retro- reflectorised cautionary, mandatory and informatorily sign** as per IRC :67 made of TYPE 11 (Make : 3M Only) reflective sheeting vide clause 801.3 /IRC, fixed over aluminium sheeting, 1.5 mm thick supported on a mild steel angle iron post85 & 100 x 6 mm firmly fixed to the ground by means of properly designed foundation with M20 grade cement concrete 45 cm x 45 cm x 60 cm, 60 cm below ground level as per approved drawing) Scope including 10 years of 3M Warranty certificate.		
a	Cautionary (Triangle) Size :900 MM	Nos	
b	Cautionary (Triangle) Size :1200 MM	Nos	
c	Object Marker Size :300mm triangle	Nos	
d	Mandatory Signboard : OCTAGONAL Size : 900 MM	Nos	
e	Mandatory Signboard : OCTAGONAL Size : 1200 MM	Nos	
f	Informatory Signboard : RECTANGULAR Size : 800 X 600 MM	Nos	
g	Informatory Signboard : RECTANGLE Size : 600 X 450 MM	Nos	

Annexure-A3 (Special Works)			
S. No	**Description of Works**	**UOM**	**Rate (INR)**
h	Mandatory Signboard: CIRCULAR - 900MM	Nos	
i	Informatory Signboard : RECTANGLE- 600 X 450 MM	Nos	
j	Cautionary Signboard : HAZARD BOARD Size : 900MM x 300MM	Nos	
k	Cautionary Signboard : CHEVRON SIGN - RECTANGLE Size : 750 X 900 MM	Nos	
l	Cautionary Signboard CHEVRON SIGN Size : 450 X 450 MM	Nos	
m	Cautionary Signboard CHEVRON SIGN Size: 450 X 600 MM	Nos	
n	Mandatory Signboard : CIRCULAR Size : 600MM	Nos	
o	Informatory Signboard : ADVANCE SIGNBOARD/Reasurance signboard : AREA MORE THAN 0.9 SQM	Sqm	
p	Informatory Signboard : ADVANCE SIGNBOARD- AREA LESS THAN 0.9 SQM	Sqm	
q	Informatory Signboard : Route Marker : Size	Nos	
r	Box type Delineators Size :	Nos	
s	Round type Delineators Size :	Nos	
t	Supply and fixing of Flexible Median Marker Make : 3m only with scope including materials , manpower , transportations etc.,	Nos	
u	Antiglare Screen	Nos	
30	**Supply and of fixing of ACP Sheet (Make : 3M Type 11)** as per IRC 67 scope including removal of damaged / existing faded sheet and replacing the same with new materials it including all type of Material, welding , transportations , machineries , tools , safety , crane etc., (along with 10 years warranty)		
a	(i) Single pole (3MM Thickness)	Sqm	
b	(ii) Double Pole (3MM Thickness)	Sqm	
c	(iii) Cantilever gantry (4mm Thickness)	Sqm	
d	(iv) 2 pole Gantry (4mm Thickness)	Sqm	
e	(v) 3 pole Gantry (4mm Thickness)	Sqm	
f	(vi) Toll fee boards (4mm Thickness)	Sqm	
31	**Labour Charge for fixing of ACP Sheet (Make : 3M Type 11)** as per IRC 67 scope including removal of damaged / existing faded sheet and replacing the same with welding , transportations , machineries , tools , safety , crane etc.,**(ACP Sheet Shall be Provided by SPV)**		

Annexure-A3 (Special Works)			
S. No	**Description of Works**	**UOM**	**Rate (INR)**
a	(i) Single pole (3MM Thickness)	Sqm	
b	(ii) Double Pole (3MM Thickness)	Sqm	
c	(iii) Cantilever gantry (4mm Thickness)	Sqm	
d	(iv) 2 pole Gantry (4mm Thickness)	Sqm	
e	(v) 3 pole Gantry (4mm Thickness)	Sqm	
f	(vi) Toll fee boards (4mm Thickness)	Sqm	
32	**All charges for Supply and fixing of NEW PGR Size : ..... (with primer & 2 coat of enamel paint(Make : 1st Quality Asian , Berger only)With scope including materials, manpower , transportations etc.,**		
a	With Material	Rm	
b	Only labour (PGR & Paint shall be Provided by SPV & machinery, tool & Tackle with safety item in scope of vendor)	Rm	
33	**All charges for Supply and fixing of (Repairing) PGR Size : ..... (with primer & 2 coat of enamel paint (Make : 1st Quality Asian , Berger only) With scope including materials, manpower , transportations etc.,**		
a	With Material	Kg	
b	Only labour (PGR & Paint shall be Provided by SPV & machinery, tool & Tackle with safety item in scope of vendor)	Rm	
34	**Road Stud (Double shank):** fixing of road stud 100x 100 mm, die cast in aluminium, resistant to corrosive effect of salt and grit, fitted with lens reflectors, installed in concrete or asphaltic surface by drilling hole 30 mm up to a depth of 60 mm and bedded in a suitable bituminous grout or epoxy mortar, all as per BS 873 part 4:1973 / IRC **Make : 3M Only**		
a	With Material	Nos	
b	Only labour: Studs and epoxy material shall be provided by SPV. However, machinery, manpower, tools, tackles, and all required safety items shall be in the scope of the vendor.	Nos	
35	**All Charge for application of enamel based painting at Median /shoulder kerb , RCC Crash barrier at structures , shoulders Brand : 1st Quality Asian , Berger** with scope including cleaning of existing surface , safety ,manpower , transportations etc.		
a	**With Material**		
	(i) 1 coat Painting (with primer)	Sqm	
	(ii) 2 coat painting (with primer)	Sqm	
	(iii) 1 coat painting (with out primer)	Sqm	
	(iv) 2 coat painting (with out primer)	Sqm	
b	**Only Labour:** Paint material shall be provided by SPV. However, machinery, manpower, tools, tackles, and all required safety items shall be in the scope of the vendor.		

Annexure-A3 (Special Works)			
S. No	**Description of Works**	**UOM**	**Rate (INR)**
	(i) 1 coat Painting (with primer)	Sqm	
	(ii) 2 coat painting (with primer)	Sqm	
	(iii) 1 coat painting (with out primer)	Sqm	
	(iv) 2 coat painting (with out primer)	Sqm	
36	**All charges of painting of as per approved drawing and as directed by Engineer-In-Charge. The rates are exclusive of paint(Enamel/Water bound) and inclusive of labour, tools & tackles etc.**		
a	**PGRs - Both side (1 coat primer + 2 coat Approved brand colour)**		
	i)With all Material	Rm	
	ii)Only Labour: Paint material shall be provided by SPV. However, machinery, manpower, tools, tackles, and all required safety items shall be in the scope of the vendor.	Rm	
b	**Kerb / Crash barrier (1 coat primer + 2 coat Approved brand colour)**		
	i)With Material	Sqm	
	ii)Only Labour: Paint material shall be provided by SPV. However, machinery, manpower, tools, tackles, and all required safety items shall be in the scope of the vendor.	Sqm	
37	**Labour charges for Fixing of various road furniture items as per approved drawing & as directed by Engineer in Charge (Excluding Sign boards, Solar Blinker & Delineators)**		
	Single Post Sign Boards	Nos	
	Double Post Sign Boards	Nos	
	Solar Blinkers	Nos	
	Solar Low Masts	Nos	
	Delineators	Nos	
	Advance Traffic diversion & Reassurance sign board	Nos	
	Hazard Marker Sign board	Nos	
	Cluster Sign board	Nos	
	Bollard	Nos	
	Antiglare Screen	Nos	
	Supply and fixing of Flexible Median Marker Make : 3m only with scope including materials , manpower , transportations etc.,	Nos	
	Guard Stones:		
	Size : 900mm Small Size (with all Material)	Nos	

Annexure-A3 (Special Works)			
S. No	**Description of Works**	**UOM**	**Rate (INR)**
	Size : 1250mm Big Size (with all Material)	Nos	
	Structure		
38	**All charges of different grades of concrete for fixing all types of road furniture items, repairing of various type of RCC component; etc. The rates are inclusive of all materials, transportation, labours, plant & machineries, shuttering, etc**		
	M10 grade	Cum	
	M15 grade	Cum	
	M20 grade	Cum	
	M25 grade	Cum	
	M30 grade	Cum	
39	All charges for providing and fixing of Fe500 reinforcement steel for repairing of various components of RCC structures as per approved drawing and as directed by Engineer-In-Charge. The rates are inclusive of all materials, transportation, labours, etc	kg	
40	**All charges of repairing of dry rubble stone pitching at high embankment, quarter conning, etc as per approved drawing and as directed by Engineer-In-Charge. The rates are inclusive of all materials, transportation, labours, etc- (300 mm thick)**		
	with available stone at site	Sqm	
	Stone procured by vendor	Sqm	
41	**All charges for supply and fixing of drainage spouts as per approved drawing and as directed by Engineer In Charge**	Nos	
42	**Providing and fixing of RCC cover slab for drain- M25 slab with scope including materials , manpower , transportations and minimum 7 days curing etc:**		
	(i) Size : 1.5 m x 1.15m x 0.1m	Rm	
	(i) Size : 1.5 m x 1.15m x 0.150m	Rm	
	Building/Structure		
43	**All charges of masonry for repairing of different components of structures as per approved drawing and as directed by Engineer-In-Charge. The rates are inclusive of all materials, transportation, labours, plant & machineries**		
	Brick Masonry	Cum	
	Random Rubble Stone Masonry (with boulders)	Cum	
	Random Rubble Stone Masonry (without boulders)	Cum	

Annexure-A3 (Special Works)			
S. No	**Description of Works**	**UOM**	**Rate (INR)**
44	All charges of plastering(1:3) for repairing various components of structures as per approved drawing and as directed by Engineer-In-Charge. The rates are inclusive of all materials, transportation, labours, plant & machineries, scaffolding, etc	Sqm	
45	**All charges for providing and fixing of various thickness of paver blocks including 50mm sand bed as per approved drawing & as directed by Engineer-In-Charge. (Excluding Potholes/patch)**		
	60mm thick (M30 grade) with all Material	Sqm	
	60mm thick & M30 grade without Material (Sand and Paver Block shall be provided by SPV. Machinery, manpower, tools & tackles shall be in the scope of the vendor.)	Sqm	
	75mm thick & M30 grade with all Material	Sqm	
	75mm thick & M30 grade without Material (Sand and Paver Block shall be provided by SPV. Machinery, manpower, tools & tackles shall be in the scope of the vendor.)	Sqm	
46	All charges for providing and fixing of checkered tiles including 50mm sand bed as per approved drawing & as directed by Engineer-In-Charge	Sqm	
47	Supply of Unskilled Labours for miscellaneous works as per the minimum wages	Nos	
48	Supply of Skilled Labours for miscellaneous works as per the minimum wages	Nos	
49	**Application of Enamel paint with 2 coats at Toll plaza premises and other project asset as per direction of site In charge scope including ,safety , manpower etc.,**		
	With Material	Sqm	
	Only Labour: Paint material shall be provided by SPV. However, machinery, manpower, tools, tackles, and all required safety items shall be in the scope of the vendor.	Sqm	
50	**Providing and application of Synthetic interior emulsion paint (scope including preparing of surface)**		
	With Material	Sqm	
	Only Labour: Paint material shall be provided by SPV. However, machinery, manpower, tools, tackles, and all required safety items shall be in the scope of the vendor.	Sqm	
51	**Providing and application of Exterior water base paint scope including preparing of surface**		
	With all Material	Sqm	
	Only Labour: Paint material shall be provided by SPV. However, machinery, manpower, tools, tackles, and all required safety items shall be in the scope of the vendor.	Sqm	
52	All charges for Supply and fixing of Toughness glass 5 to 8mm thickness on toll booths / buildings with scope including manpower , materials , tools and tackles etc.,	Sqm	
53	All charges for repairing of aluminium windows at toll booths , buildings with scope including manpower , materials , tools and tackles etc.,	Sqm	
54	All charges for fixing of New aluminium windows at toll booths , buildings with scope including manpower , materials , tools and tackles etc., (Scope including removal of old window)	Sqm	

Annexure-A3 (Special Works)			
S. No	**Description of Works**	**UOM**	**Rate (INR)**
55	All charges for fixing of Light pole hight upto 9 to 10 meters with scope including removal of damaged light pole with transportations , manpower , machineries , tools and equipment's etc(Electric pole shall be supply by the SPV).,	Nos	
56	Providing and fixing of precast kerb M-20 Barrier type Kerb (as per IRC 86 2018) embedded 125mm below ground level over M-10 PCC including the required excavation in any strata and removing the excavated stuff as specified and directed by Engineering In-charge. Along with work zone safety. (incl. Reinforcement)	RM	
57	Supplying and providing Precast New Jersey type Concrete Crash barrier including steel with Grade M35 (size as per drawing) complete with painting (black /white or Yellow/Black) as instructed by client and IRC/ MORTH specifications.	RM	
58	**Fixing of Median Plant -All charge for fixing of median Plantation as per IRC SP 21** Plant shall be provided by SPV. (Only Labour Rate)	Nos	
59	Supply and planting of **median plants** as per IRC:SP:21-2009 specifications and NHAI guidelines, comprising provision of healthy nursery-grown plants of approved species having minimum height of (2.5 ft to 3 ft) in 10-inch bag, including excavation of pits of suitable size, preparation of planting bed, supply and application of manure/fertilizer, staking/support arrangement, planting, watering at the time of installation, transportation, labour, tools & plants, safety measures and all incidental charges complete as directed by the Engineer-in-Charge. The rate shall also include removal and disposal of dead, damaged, or failed plants observed during inspection and replacement thereof by supplying and planting new plants of the same approved species, size, and specification, including all labour, materials, transportation, watering during establishment, and associated works required to ensure healthy and uniform plantation. Payment shall be made only for live and healthy plants accepted by the Engineer-in-Charge. No separate payment shall be made for replacement of failed plants	Nos	
60	**Fixing of Avenue Plant -All charge for fixing of Avenue Plantation as per IRC SP 21** Plant shall be provided by SPV. (Only Labour Rate)	Nos	
61	Supply and planting of **Avenue plants** as per IRC:SP:21-2009 specifications and NHAI guidelines, comprising provision of healthy nursery-grown plants of approved species having minimum height of 5 Feet & Above in 10-inch bag, including excavation of pits of suitable size, preparation of planting bed, supply and application of manure/fertilizer, staking/support arrangement, planting, watering at the time of installation, transportation, labour, tools & plants, safety measures and all incidental charges complete as directed by the Engineer-in-Charge. The rate shall also include removal and disposal of dead, damaged, or failed plants observed during inspection and replacement thereof by supplying and planting new plants of the same approved species, size, and specification, including all labour, materials, transportation, watering during establishment, and associated works required to ensure healthy and uniform plantation. Payment shall be made only for live and healthy plants accepted by the Engineer-in-Charge. No separate payment shall be made for replacement of failed plants.		
62	Hiring of Tractor trolly for emergency/additional work (including HSD)	Per Day	
63	Hiring of Pickup/Camper for emergency/additional work (Including HSD)	Per Day	
64	Hiring of JCB for emergency/additional work (Including HSD)	Hrs.	
65	Hiring of Hydra for emergency/additional work (Including HSD)	Hrs.	
66	Hiring of Grader for emergency/additional work (Including HSD)	Hrs.	
67	Hiring of Welder inclulding Welding Machine (Including HSD)	Day	

Annexure-A3 (Special Works)			
S. No	**Description of Works**	**UOM**	**Rate (INR)**
68	Hiring of 5KV Generator for special work(Including HSD)	Day	
69	**High Mast Light Electrical Miscellaneous Works**		
a	Repair and Replacement of faulty 250W LED flood light, including all fixtures, complete. (Make – Crompton/Bajaj)	Nos	
b	Repair and Replacement of faulty 400W LED flood light, including all fixtures, complete. (Make – Crompton/Bajaj)	Nos	
c	Repair and Replacement of Faulty timer complete.	Nos	
d	Repair and Replacement of contactor complete.	Nos	
e	Repair and Replacement of MCB complete.	Nos	
f	Repair and Replacement of Connectors complete.	Nos	
g	Repair and Replacement of damaged steel wire rope complete.	RM	
h	Repair and Replacement of damaged underground cable including excavation, fault detection, cable jointing, laying of new cable, backfilling and restoration complete.	RM	
70	**Street Lighting Electrical Miscellaneous Works**		
a	Repair and Replacement of faulty 250W LED flood light, including all fixtures, complete. (Make – Crompton/Bajaj)	Nos	
a	Repair and Replacement of faulty 100W LED flood light, including all fixtures, complete. (Make – Crompton/Bajaj)	Nos	
b	Repair and Replacement of junction box including timer switch complete.	Nos	
c	Repair and Replacement of contactor complete.	Nos	
d	Repair and Replacement of MCB complete.	Nos	
e	Repair and Replacement of damaged electrical wiring, loose connections and termination works complete.	RM	
f	Repair and Replacement of damaged underground cable including excavation, fault detection, cable jointing, laying of new cable, backfilling and restoration complete.	RM	
71	**Repair and replacement of Solar Blinker accessories**		
a	Repair/Replacement Blinker 300mm dia, Yellow, 12V, 10.5W	Nos	
b	Repair/Replacement of Solar PV Panel 12Volt (20WP) with mounting structure	Nos	
c	Repair/Replacement & Fixing of Solar Charger Control Unit (CCU) Capacity - 12V, 10A	Nos	
d	Repair/Replacement & Fixing of 12.8V 12AH Lithium Phosphate Battery, 5 Years Warranty	Nos	
72	Road Marking with Hot Applied Thermoplastic Compound with Reflectorising Glass Beads on Bituminous Surface Providing and laying of hot applied thermoplastic compound 2.5 mm thick including reflectorising glass beads @ 250 gms per sqm area, thickness of 2.5 mm is exclusive of surface applied glass beads as per IRC:35 .The finished surface to be level, uniform and free from streaks and holes.	Sqm	
73	Construction of Median and Island with Soil Taken from Borrow Areas (Construction of median and Island above road level with approved material brought from borrow pits, spread, sloped and compacted as per clause 408)	Cum	

Annexure-A3 (Special Works)			
S. No	**Description of Works**	**UOM**	**Rate (INR)**
74	Removal and disposal of excess or unsuitable earth from median and island areas, including excavation, loading, transportation, unloading and disposal at approved locations, dressing the remaining surface to the required lines, levels and slopes, complete as per the directions of the Engineer-in-Charge. The rate shall include all labour, equipment, tools and plants, loading, hauling, unloading, handling and all incidental charges required for complete execution of the work. Relevant Specification: MoRTH Clause 301, Clause 305 and Clause 408	Rm	
75	**Construction of Subgrade and Earthen Shoulders** Construction of sub-grade and earthen shoulders with approved material obtained from borrow pits with all lifts & leads, transporting to site, spreading, grading to required slope and compacted to meet requirement of Table No. 300-2	Cum	
76	**Granular Shoulder using GSB Grading III**:- Granular Earthen Shoulder using GSB Grading-III: Construction and strengthening of earthen shoulder using GSB Grading-III material. The scope of work includes reshaping of existing earthen shoulders, filling of depressions, dressing to required profile, and re-compaction to restore the shoulder in proper line, level, and cross fall. The existing shoulder surface shall be scarified and all vegetation, loose soil, and unsuitable material shall be removed to ensure proper bonding with the new layer. The work further includes providing, laying, spreading, watering, mixing, compacting, and finishing Granular Sub-Base (GSB) material conforming to MoRTH Specification Clause 401, having minimum soaked CBR not less than 30% at 98% of Modified Proctor Maximum Dry Density (MDD) as determined in accordance with IS:2720 (Part-8). Compaction shall be carried out using suitable rollers/compactors to achieve the specified density and finished surface. The quoted rate shall be inclusive of all materials, labour, machinery, tools & plants, royalty, loading, unloading, transportation, watering, compaction, dressing, disposal of surplus/unserviceable material, barricading, traffic management arrangements, safety signage, and all incidental charges required for satisfactory completion of the work. The rate shall also include scarifying of existing shoulder, removal of vegetation, maintenance of proper cross slope for drainage, and regular checks to ensure shoulder integrity during execution. Note: The quantity for payment shall be measured and certified based on levels recorded before and after execution of the work, and the payable quantity shall be computed accordingly.	Cum	

Note: A Dedicated team should be used for executing Annexure A3 works.

ANNEXURE – A4

One Time Works for Section-I

S. No.	Description	UoM	Amount (INR)
1	**Cleaning Entire Project Highway includes but not limited to the following:** 1.Cleaning of main carriage way along with paved & earthen shoulders and service roads, Major & Minor Junctions, bus bay, truck lay bye, bus shelters, Rest areas etc. 2.Cleaning of Vegetation in the ROW (Upto Available ROW), Cleaning of median in all respect including unwanted weeds removal, trimming, Pruning, Basin making, Grass cutting Etc. 3.Cleaning of (Delineators, Signboards, MBCB, PGR, Gantry Boards, KM, HM, 5th KM Stones Guard Post & Boundary Pillars, Kerb etc.) 4.Cleaning of roadside (Lined Drain & Earthen Drain), median drains, Cut Drains (Median Chute & Divider Chute), Side Slope Drains, Re-shaping of drain, and all type of drains etc. 5.Cleaning of Waterway of Structures/Structures: Desilting, cleaning of culverts (box, Slab & Pipe), Under pass, bridges, fly overs, ROBs Etc. & Cleaning Headwall, Parapet wall, Crash Barrier, rain water harvesting, Handrail, Quadrant Pitching, Drain Spout, Expansion Joint, Quadrant Pitching, Stone Pitching 6.Removal of Vegetations from RE Wall Panel 7.Cleaning of toll plaza pavement area, toll plaza ROW, cleaning & washing of toll lanes and booths & separators, bull nose, canopy cleaning 8.Watering and maintenance of existing Median and Avenue Plantation	LS	1.5 time of the monthly Quoted Price

Note:-

The Contractor shall submit drone videography of the entire project stretch that is ready for handing over to the Employer after completion of one-time cleaning. Handing over of the stretch shall be carried out in stages, subject to the following conditions:

A minimum of 50% of the total project length must be cleaned to be handed over within 1 month. The Contractor should endeavour to complete the one-time cleaning works within 1 month of taking over the Project stretch.

The above cleaning work on the entire stretch must be completed within a maximum period of 2 months from the initial date of handing over. Failure to complete the one-time cleaning works within a period of 2 months may lead to termination and the performance security in such case is agreed to be appropriate level of damages.

Only upon completion of the one-time cleaning of the handed-over stretch routine maintenance activities as specified in Annexure A1 shall commence. It is hereby clarified that no payments for Routine Maintenance as specified in A1 shall be billed prior to the completion of one-time cleaning of the entire stretch.

One Time Works for Single Section-II

S. No.	Description	UoM	Amount (INR)
1	**Cleaning Entire Project Highway includes but not limited to the following:** 1.Cleaning of main carriage way along with paved & earthen shoulders and service roads, Major & Minor Junctions, bus bay, truck lay bye, bus shelters, Rest areas etc. 2.Cleaning of Vegetation in the ROW (Upto Available ROW), Cleaning of median in all respect including unwanted weeds removal, trimming, Pruning, Basin making, Grass cutting Etc. 3.Cleaning of (Delineators, Signboards, MBCB, PGR, Gantry Boards, KM, HM, 5th KM Stones Guard Post & Boundary Pillars, Kerb etc.) 4.Cleaning of roadside (Lined Drain & Earthen Drain), median drains, Cut Drains (Median Chute & Divider Chute), Side Slope Drains, Re-shaping of drain, and all type of drains etc. 5.Cleaning of Waterway of Structures/Structures: Desilting, cleaning of culverts (box, Slab & Pipe), Under pass, bridges, fly overs, ROBs Etc. & Cleaning Headwall, Parapet wall, Crash Barrier, rain water harvesting, Handrail, Quadrant Pitching, Drain Spout, Expansion Joint, Quadrant Pitching, Stone Pitching 6.Removal of Vegetations from RE Wall Panel 7.Cleaning of toll plaza pavement area, toll plaza ROW, cleaning & washing of toll lanes and booths & separators, bull nose, canopy cleaning 8.Watering and maintenance of existing Median and Avenue Plantation	LS	1.5 time of the monthly Quoted Price

Note:-
The Contractor shall submit drone videography of the entire project stretch that is ready for handing over to the Employer after completion of one-time cleaning. Handing over of the stretch shall be carried out in stages, subject to the following conditions:

A minimum of 50% of the total project length must be cleaned to be handed over within 1 month. The Contractor should endeavour to complete the one-time cleaning works within 1 month of taking over the Project stretch.

The above cleaning work on the entire stretch must be completed within a maximum period of 2 months from the initial date of handing over. Failure to complete the one-time cleaning works within a period of 2 months may lead to termination and the performance security in such case is agreed to be appropriate level of damages.

Only upon completion of the one-time cleaning of the handed-over stretch routine maintenance activities as specified in Annexure A1 shall commence. It is hereby clarified that no payments for Routine Maintenance as specified in A1 shall be billed prior to the completion of one-time cleaning of the entire stretch.

ANNEXURE – A5

Penalty of Non Deployment

S.no	Name of the Equipment	Unit	Penalty
1	Truck Mounted Vacuum (Capacity 10 cum.) Road Sweeper with side brush along with GPS Tracker (as per NHAI Policy specifications)	No	"1. 7500/per day until mobilization of machineries 2. 4000/per day for Break down until deployment of machineries if exceedingly more than 2 days."
2	Tractor mounted Automatic Grass/Hedge Cutting Machine	No	"1. 2000/per day until mobilization of machineries 2. 1000/per day for Break down until deployment of machineries if exceedingly more than 2 days."
3	Tractor Mounted Sweeper Machine	No	"1. 2000/per day until mobilization of machineries 2. 1000/per day for Break down until deployment of machineries if exceedingly more than 2 days."
4	Battery/Petrol Operated hedge trimming machine		"1. 800/per day until mobilization of machineries 2. 200/per day for Break down until deployment of machineries if exceedingly more than 2 days."
5	Water Tanker with 16kl Capacity along with VTS - with Jet Sprayer	No	"1. 3000/per day until mobilization of machineries 2. 2000/per day for Break down until mobilization of machineries if exceedingly more than 2 days."
6	Tractor & Trailer	No	"1. 1800/per day until deployment of machineries 2. 1300/per day for Break down until mobilization of machineries if exceeding more than 2 days."
7	TATA 407 Vehicle along with VTS (shadow vehicle)	No	"1. 2500/per day until mobilization of machineries 2. 1500/per day for Break down until mobilization of machineries if exceeding more than 2 days."
8	Grass / Bush Cutting Machine	No	"1. 500/per day until mobilization of machineries 2. 200/per day for Break down until mobilization of machineries if exceedingly more than 2 days."
9	Water Tanker with 5kl Capacity along with VTS - with Jet Sprayer	No	"1. 1000/per day until mobilization of machineries 2. 500/per day for Break down until mobilization of machineries if exceeding more than 2 days."
10	Safety cones with Caution Tape	No	If Contractor require, Client shall provide upto 2,000 safety cones on need basis. These cones are expected to be returned in good condition after the Agreement Period, with allowances made for general wear and tear. In case of any damage/breakage etc. of the safety cones, same shall be reconciled on monthly basis , and such amount of loss shall be deducted from the Monthly RA Bills
11	JCB with VTS	No	"1. 2000/per day until mobilization of machineries 2. 1200/per day for Break down until deployment of machineries if exceeding more than 2 days."

ANNEXURE – B

Declaration By the Vendor: Empanelment & Engagement of Contractors for Providing Routine Operations & Maintenance Services from km 262.000 to km 419.590 of Bareilly-Sitapur Section of NH-30 in the State of Uttar Pradesh.

(On letter head of the bidder)

We hereby state that all the terms and conditions written in the bidding document have been agreed and acknowledged and we have read all the bid documents and duly acknowledge the work requirements.

Thanking You
Yours,

Authorized Signatory

(Name of the Representative)

(Date)

(Name of the Firm)

(Seal/Stamp of the Firm)

ANNEXURE – C

Bid Evaluation Criteria shall be undertaken as tabulated below.

S. no	Evaluation Criteria & Scoring Guidance	Maximum Marks
1	Experience in executed lane km 3000 lane km – 3500 lane km- 15 Marks 3501 lane km – 4000 lane km - 20 Marks 4001 lane km – 4500 lane km - 25 Marks More than 4500 lane km- - 30 Marks	30
2	Experience in Similar Fields (Min. 5 years) 05 Years to 07 Years – 10 Marks More than 07 Years – 20 Marks	20
3	Last Three years Cumulative Turnover (20 Cr) 20 Cr to 30 Cr: Last 3 years Cumulative turnover – 20 Marks More than 30 Cr to 40 Cr: Last 3 years Cumulative turnover – 25 Marks More than 40 Cr : Last 3 years Cumulative turnover – 30 Marks	30
4	Number of Employees (Min. 15 Employees) 15 to 25 Employees – 05 Marks 26 to 35 Employees – 7 Marks 36 and above – 10 Marks	10
5	Proof of deploying (Owned/Leased) Mechanized Routine Maintenance equipment on previous projects: Vehicle Mounted Automatic Grass/Hedge Cutting Machine, Brooming Machine) – Mandatory Submission	10
	Total Technical Score:	**100**

- **The Minimum Pass Criteria is 70%**





Hedge/Grass Cutting Machine. Automatic Brooming Machine.

Note: The above images are for pictorial reference only.

ANNEXURE – D

Routine Maintenance Schedule:

Minimum Frequency to be follow			
S. No.	**ITEMS**	**MINIMUM FREQUENCY**	**Remarks**
1	Median Plant Trimming during summer	As per the site requirements and the monthly work programme, which shall be finalized by the Employer on a monthly basis to meet the prescribed Service Level Requirements.	
	Median Plant Trimming during winter		
	Median Plant Trimming during monsoon		
2	Median Grass removal at Summer/Winter		
	Median Grass removal at Monsoon		
3	Road Side (ROW) Cleaning at Monsoon		
	Road Side (ROW) Cleaning at Others season		
4	Watering at Median & Avenue Plant at Summer		
	Watering at Median & Avenue Plant at Winter		
	Watering at Median & Avenue Plant at Monsoon		
5	Rural Area Cleaning - MCW & Service Road		
6	Urban Area Cleaning - MCW & Service Road	Daily	
7	Cleaning of Road Furniture	As per the site requirements and the monthly work programme, which shall be finalized by the Employer on a monthly basis to meet the prescribed Service Level Requirements.	
8	Cleaning of Drains (Lined & Unlined)	Pre & Post monsoon	
9	Cleaning of Toll Plaza & Booths (From Outside)	Daily	
10	Cleaning of Waterways of Structure	Pre & Post monsoon	
	Cleaning of Drainage Spouts & Expansion joints - Structures	As per the site requirements and the monthly work programme, which shall be finalized by the Employer on a monthly basis to meet the prescribed Service Level Requirements.	
	Maintenance of Slope Protection works & Drainage Chutes - MCW	Pre & Post monsoon	
	Cleaning of Weep Holes for Bridges	Pre & Post monsoon	
11	Cleaning of Toilet Blocks	In Every 3 Hours in a Day	
12	Safety during services	As per SOP	
Note:-Above Mentioned frequency is bare minimum and is subjected to change as per the requirements of site or as directed by project in charge/maintenance in charge.			

Annexure E- EHS Responsibilities and Requirements – 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 annexture.

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.

