

Tender No. NHIT/FY25-26/RFP/Security Manpower

Request for Proposal (“RFP”) issued by National Highways Infra Trust (NHIT) for Empanelment and Engagement of Agency/Firm for Providing Security manpower Services for Projects under SPVs of NHIT.

BID SUMMARY		
(i)	Last date and time for receipt of Bidding Documents	12 March 2026 up to 17:00 Hour
(ii)	Date and Time of Opening of Bids	12 March 2026 at 18:00 Hour
(iii)	Place of Opening of Bids	Unit No.: 324, 3rd Floor, D21 – Corporate Park, Sector21, Dwarka-110077, New Delhi.

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

National Highways Infra Trust

Unit No.: 324, 3rd Floor, D21 – Corporate Park,
Sector-21, Dwarka –110077, Delhi
Email: tender@nhit.co.in
Date: 25.02.2026

TABLE OF CONTENTS		
SUBJECT		PAGE NO.
1.	Disclaimer	3
2.	Section 1 – Notice inviting Tender	4
3.	Section 2 – Instructions to Bidders	6
4.	Section 3 – Scope of Services	18
5.	Section 4 – Form of Technical Proposal	22
6.	Section 4 – Form of Financial Proposal	23
7.	Section 5 – Undertakings	24
8.	Annexure I – HR Statutory Compliance Checklist	25
9.	Annexure II – Manpower Deployment	26
10.	Annexure III – Plaza Locations	27
11.	Annexure IV – Bank Guaranty Formats for Bid Security	30

Disclaimer

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

This RFP is not an agreement and is neither an offer nor an invitation by NHIT to interested parties who submit their quote (henceforth "Bidders") in response to this RFP. The purpose of this RFP is to provide Bidders with information that may be useful to them in preparing and submitting their proposals ("Proposal") for **Empanelment and Engagement of Agency/Firm for Providing Security manpower Services for Projects under SPVs of NHIT.**

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

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

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

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

SECTION I. NOTICE INVITING TENDER

- 1.1 NHIT invites Bids from eligible parties for Empanelment and Engagement of Agency / Firm for Providing Security manpower Services for Projects under SPVs of NHIT
- 1.2 Agency/Firm will be selected under the Cost Based Selection (CBS) Method as described in this RFP and in accordance with the practices of NHIT.
- 1.3 The RFP includes the following documents:

Section 1	-	Notice Inviting Tender
Section 2	-	Instructions to Bidders
Section 3	-	Scope of Services
Section 4	-	Form of Technical Proposal
Section 5	-	Form of Financial Proposal
Section 6	-	Undertaking
Annexure I	-	HR Statutory Compliance Checklist
Annexure II	-	Manpower Deployment
Annexure III	-	Plaza Locations
Annexure IV	-	Bank Guaranty Formats for Bid Security
- 1.4 Brief Description of Bidding Process
 - 1.4.1 NHIT has adopted two stage evaluation process for selection of the Bidder(s) for award of the work: the technical bid (the "Technical Bid") and the financial bid (the "Financial Bid") containing the amount quoted by the Bidder shall be submitted in physical form in the prescribed format (To clarify, the documents should be serially numbered and hard/spiral bound) in the manner and before the date and time specified herein.
 - 1.4.2 After the submission of technical bids, each of the Bidders may be invited to make a presentation (if required) of their proposal to "NHIT". The date and time of presentations would be intimated to Bidders separately by email. The Presentation shall be made through either video-conferencing facility or in person meeting at "NHIT" office.
 - 1.4.3 Only those Bidders whose Technical Bids are found to be responsive and meeting the Minimum Eligibility Criteria (hereinafter referred to as Technically Qualified Bidders) in terms of this RFP, shall be invited to participate in the opening of their Financial Bids. The technically qualified bidders may send their authorized representatives along with an authorization letter on the letter head of the bidder for participation in the opening of the financial bid. The date and time of opening of Financial Bids of such Bidders, will be intimated to them separately by NHIT through email or uploaded on NHIT website (<https://nhit.co.in>). The Financial Bids will be opened physically at the location provided in this document. Only one representative of the Technically Qualified Bidder shall be allowed to attend the opening of the Financial Bids.
 - 1.4.4 The financial proposal of each technically qualified bidder shall be opened and evaluated.

- 1.5 Any queries or request for additional information concerning the RFP shall be submitted in writing and/or e-mail to the officer designated below. The envelope / email communication shall clearly bear the following identification/title:

"Queries/ Request for Additional Information: Request for Proposal ("RFP") issued by National Highways Infra Trust (NHIT) for **Empanelment and Engagement of Agency / Firm for Providing Security manpower Services for Projects under SPVs of NHIT**

1.6 **Address for Communication:**

Shri Sandeep Khosa
General Manager, Procurement
 Unit No.: 324, 3rd Floor, D21 – Corporate Park,
 Sector-21, Dwarka, Delhi – 110077.
 E mail: tender@nhit.co.in

1.7 **Schedule of Bidding Process:**

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

S. No.	Description of Events	Timeline
1.	Name of Assignment	Request for Proposal ("RFP") issued by National Highways Infra Trust (NHIT) for Empanelment and Engagement of Agency/Firm for Providing Security manpower Services for Projects under SPVs of NHIT.
2.	Date of issue of RFP	25 February 2026
3.	Last date for receiving queries from bidders	04 March 2026
4.	Pre-Bid Queries	No pre-bid meeting. The bidders must submit their queries through email at tender@nhit.co.in which will be replied at NHIT website/through email.
5.	NHIT's response to queries latest by	06 March 2026
6.	Bid due date (Last date for bid submission)	12 March 2026 up to 17:00 Hour
7.	Opening of Bids	12 March 2026 at 17:30 Hour Corporate Office: Unit No.: 324, 3rd Floor, D21 – Corporate Park, Sector-21, Dwarka, New Delhi-110077

SECTION 2 – INSTRUCTIONS TO BIDDERS

2.1 Introduction

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

2.2 Proposal

- 2.2.1 National Highways Infra Trust (NHIT) seeks proposals for **Empanelment and Engagement of Agency/Firm for Providing Security manpower Services for Projects under SPVs of NHIT** as per Scope of Services given in Section 3 – Scope of Services of the RFP document.

2.3 Clarification and Amendment of RFP Documents

- 2.3.1 Bidders may request clarifications on any of the RFP documents up to the time mentioned in Section 1. Any request for clarification must be sent in writing NHIT address indicated in the RFP or by e-mail to tender@nhit.co.in NHIT will respond in writing, or by e-mail/ uploading responses on website or will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should NHIT deem it necessary to amend the RFP as a result of clarification, it shall do so following the established procedure and inform the Bidders of the same through written communication or by uploading it on the website of NHIT.
- 2.3.2 At any time before the submission of the Bids, NHIT shall have the right to amend the RFP by issuing an addendum/ amendment in writing or by standard electronic means. The addendum/ amendment shall be uploaded to the website of www.nhit.co.in which will be binding on all Bidders. To give Bidders reasonable time for considering the addendum/ amendment in their Bids, NHIT may, if the addendum/ amendment is substantial, at its discretion, extend the deadline for the submission of Bids.
- 2.3.3 It will be the responsibility of the Bidders to keep track of any uploaded addendum/ amendment before submission of the Bid.

2.4 Submission of Proposal

- 2.4.1 The proposal shall be submitted as indicated below:
- 2.4.1.1 **Envelope I** containing the Technical Proposal of the Bidder. The proposal should be in the manner and format as prescribed in RFP Section 4 – Form of Technical Bid.
- 2.4.1.2 **Envelope II** containing the Financial Proposal of the Bidder. The proposal should be in the manner and format as prescribed in Section 5 – Form of Financial Bid. The financial proposal of only those Bidders shall be opened which meet the technical criteria. Please note that proposals with any conditionality will be summarily rejected.
- 2.4.2 The proposal should reach the undersigned, latest by date/time mentioned in the Section 1 – Notice inviting Tender, in hard copies/in original and shall remain valid for 120 days thereafter. The proposal should be signed by the authorized signatory of the

Bidder, supported by the relevant authorization document. No Proposal will be entertained after the due time and date, as stated above. NHIT shall not be responsible for any delay whatsoever in nature. The proposals received after the due time and date will be summarily rejected.

- 2.4.3 NHIT reserves the right to accept or reject any or all the offers received without assigning any reason. For any clarification, you may feel free to contact the undersigned.

2.5 Modification/Substitution/Withdrawal of Bids

- 2.5.1 The Bidder may substitute or withdraw its bid after submission prior to the Bid due date. No Bid shall be allowed to be substituted or withdrawn by the Bidder on or after the Bid due date.
- 2.5.2 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by NHIT, shall be disregarded.
- 2.5.3 Partial modification of the Bid is not allowed. The Bidder will have to submit the revised bid again in a sealed envelope, as per Clause 2.4 above, mentioning "Revised Bid" on the top of the sealed envelope and the original bid envelope will be returned to the Bidder. No Bid may be modified after the Bid Due Date. Withdrawal or modification of Bids between the Bid Due Date and Expiration of Bid validity shall result in disqualification from the bidding process.

2.6 Opening and Evaluation of the Bids

- 2.6.1 The Technical Bids will be opened after the due date at the time prescribed in the RFP document in the presence of the Bidders who choose to attend. NHIT will subsequently examine and evaluate the Bids in accordance with the provisions set out.
- 2.6.2 Prior to evaluation of the Technical Bids, the NHIT shall determine whether each Bid is responsive to the requirements of this RFP.
- 2.6.2 Financial Bid of non-responsive Bidders shall not be Opened.
- 2.6.3 To assist in the examination, evaluation, and comparison of Bids, NHIT may, at its discretion, ask any Bidder for clarification of its Bid. The request for clarification and the response shall be in writing or by email, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by NHIT in the evaluation of the Bids.
- 2.6.4 Except in case any clarification is asked by NHIT, no Bidder shall contact NHIT on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded. If any Bidder wishes to bring additional information to the notice of NHIT, it should do so in writing at the address prescribed in the Notice Inviting Tender.

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

- 2.7.1. If Bidder submits more than one Bid against this RFP.
- 2.7.2. The physical bid submissions are incomplete/ inadequate to the requirements of the RFP Documents.

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

2.8 Conflict of Interest

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

2.9 Fraud and Corruption

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

2.10 Consortium of Bidders is not allowed.

2.11 Engagement Period

2.11.1 NHIT proposes to empanel and engage Agencies/firms for a period of 2 Years, The Engagement may be extended by further 2 Years by SPV/s of NHIT subject to satisfactory delivery of services by Service Provider and approval from Competent Authority.

2.11.2 NHIT reserves the right to engage number of Agencies/Firms at his own discretion.

2.12 Termination:

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

2.13 Minimum Eligibility Criteria of Qualified Bidders

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

2.13.1 The Bidder shall have a minimum of five (5) years' experience in providing similar services to any Public Sector Undertaking (PSU), Central Public Sector Undertaking (CPSU), State Public Sector Undertaking (SPSU), or any Public Listed Company.

2.13.2 The Bidder shall submit documentary evidence in support of the above experience, such as work orders, agreements, completion certificates, or client certificates, along with proof establishing that the client organization is a Public Listed Company, as part of the bid submission. Bids submitted without adequate supporting documents may be considered non-responsive

2.13.3 The Bidder/ Company should have cumulative revenue/ turnover of a minimum of Rs 10 Crore during the last three financial years ending 31/03/2023, 31/03/2024 and 31/03/2025. Certified copies of Financial Statements or certificate of turnover from Statutory Auditor / Chartered Accountant of the Bidder to be submitted along with the bid.

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

2.13.5 Bidder should be Authorised to providing Services mentioned in this RFP document, a certificate/proof of permit shall be attached with bid documents.

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

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

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

2.13.9 Bidder should have minimum 70 marks to be eligible for Financial Bid Opening. Bidder who receives Less than 70 marks, will be declared non-responsive/disqualified.

- 2.14 **Tax Payment - GST Payment Clause:** The bidder must have a valid GST Registration and PAN in India. In case of payment to a GST registered supplier, GST amount as claimed in the invoices by the consultant/Service Provider/vendor in terms of provisions mentioned in the Contract Agreement/Purchase Order may be paid along with their invoices subject to:
- 2.14.1 The GST portion that would be released would be proportionate to the amount of work certified as due for payment.
 - 2.14.2 If the GST for any previous invoice is not reflected or reflected incorrectly in GSTR-2B after the due date of filing Return under GST Act is over, then for further payments the GST portion will be withheld till the previous GST amount is reflected accurately in GSTR2B and position to the extent as depicted above is rectified.
 - 2.14.3 However, the GST portion for the final invoice will be withheld till the GST of all invoices including the final invoice are accurately reflected in the GSTR-2B.
 - 2.14.4 If a consultant/Service Provider/vendor abandons their work before completion, the unpaid GST portion of all invoices raised by them shall be withheld until the GST portion for the said invoices are reflected accurately in GSTR-2B.
- 2.15 **Dis-Qualification Criteria:** NHIT may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the respondent:
- 2.15.1 Submitted the proposal documents after the bid due date.
 - 2.15.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - 2.15.3 Failed to provide related clarifications, when sought.
 - 2.15.4 Respondent or its directors declared ineligible, debarred by CPSU/ SPSU/ Government companies/ Government organizations/NHIT/Entities of NHIT/ regulatory authorities for corrupt and fraudulent practices or blacklisted.
 - 2.15.5 Bidders who submit their bid as JV other than as provided in this document, to meet eligibility criteria will not be considered as qualified bidder. Such, JV bidder will be considered ineligible and summarily rejected.
 - 2.15.6 The Bidder had any dispute with NHIT Entities or defaulted in services/works of NHIT.
 - 2.15.7 The Bidder who does not meet Bid capacity requirements stated herein above in clause.
- 2.16 **Technical Evaluation Criteria:**
- 2.16.1 Technical Evaluation shall be based on the Technical Bid submitted by the Bidders as per Section 4 - Form of Technical Proposal.
 - 2.16.2 The evaluation of the Technical Proposals shall be carried out on a maximum score of 100 as per the methodology mentioned in Section 4 Form of Technical Proposal.
 - 2.16.3 The Technical Proposal shall be submitted in physical form along with all supporting documentation/ information as mentioned along with the criteria.
 - 2.16.4 The Bidders would be evaluated on the criteria mentioned in Section - 4 based on their Proposals received and shortlisted for the purpose of opening their Financial Bids.
- 2.17 **Financial Proposal:**
- 2.17.1 After the short listing of Bidders based on their Technical Proposal, the Financial Proposals of only Technically Qualified Bidders would be opened. The Technically

Qualified Bidders, if they so desire, may remain present at the time of opening of the Financial Proposals. The date and time of opening of the Financial Proposals would be shared with the Technically Qualified Bidders.

- 2.17.2 Financial proposals of only those bidders who score minimum 70 marks will be considered for opening of financial bids.

2.18 Procedure for Engagement of Agency/s:

- i. Post qualification of the minimum eligibility criteria, the bidder(s) will be selected under the Cost Based Selection method as described in this section and in accordance with the practices of NHIT.
- ii. Proposals will finally be ranked according to their Financial Bids, bidder will be ranked L-1, L-2, L-3 and so on, the bidder who quotes minimum financials will be declared L-1 bidder based on the above principles would be selected as the Service Provider for NHIT.
- i. NHIT proposes to Engage at least 1 Firm. However, NHIT reserves the right to Engage additional Service Provider (s) at its discretion. Service Provider (s) is to be selected/empanelled, the other Technically Qualified bidders ranked as L-2, L-3 and so on in that order would be asked to accept the fee quoted by L-1 bidder and the party who accepts the fees will also be empanel and engaged as Service Provider (s).
- ii. In case more than one Service Provider (s) is Engaged, NHIT shall decide the allocation of work between Service Provider (s) at its discretion.
- iii. In case two or more Bidders have a tie in their Financial Proposal, the relative rankings would be determined such that the Bidder with higher technical score as computed in Section 4 (Technical Proposal) will get higher ranking.

2.19 Timelines and Payment Schedule:

- 2.19.1 The Selected Agency/Firm shall be paid as per the mechanism below:

SN#	Description	Unit	Payment
1	Providing Security manpower Services as per Section -3 of this RFP document	Per month	As per clause 2.19.2

- 2.19.2 Payment shall be made on monthly basis after submission of the Tax Invoice.
- 2.19.3 GST for all payments would be released after submission of proof of payment of GST.

2.20 Liquidated Damages

- 2.20.1 If the Agency/firm fails to deliver services as per this RFP document, the employer shall impose penalty for deficiency in Services.
- 2.20.2 In that case Liquidated Damages shall be Levied at 0.5% of the total Contract price per day of delay, subject to a maximum of 5% of the total Contract Price.
- 2.20.3 In the event of non-payment of liquidated damages as stipulated herein, the Employer shall be entitled to levy an interest @18% till dated of realization of liquidated damages, the said sum shall be payable by sole fact of the delay without the need for

any previous notice or any legal proceedings, of proof of damages, which shall in all cases be considered as ascertained. The Employer may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any moneys in its hand due for payment to the Service Provider. The payment of deduction of such damages shall not relieve the Service Provider of its obligation to complete the work or form any other of its obligations and liabilities under the contract.

- 2.20.4 In the event, the Service Provider abandons the jobs in an incomplete manner, the Service Provider waives his right for reimbursement of amount deducted from the interim bills towards retention money till date.

2.21 Penalties

Sr. No.	Clause	Penalty
1.	Staff/ labor of service provider is found in revenue leakage/ theft or abetting revenue/ leakage theft.	(Triple the amount of loss in revenue or ₹50,000, whichever is higher) and termination/ Suspension of Staff/ labour based on the gravity of incident also immediate termination of staff/ labor if found involved in such incident more than once.
2.	Staff/ labour of service provider is found consuming alcohol at toll plaza or coming on duty in drunken state or creating any nuisance or absence behavior.	INR 10,000/- per incident, also, immediate termination of Staff/ Labour if found involved in such incident more than once.
3.	Staff / labour of Service Provider is involved in misbehavior with Company and its Employee / Service Provider's Staff/ Labors, Consultants or road user.	In between INR 10,000/ to INR 5,00,000/- and Suspension/ Termination of Staff/ labour depending on the gravity of incident. Also, immediate Termination of Staff/ Labour if found involved in such incident more than once.
4.	Staff/ labour of Service Provider is in proper Uniform/ ID card while on duty.	Penalty for Uniform/ ID card: INR 1000/- per incident.
5.	Agency or its deployed staff shall not involve in any kind of tempering to the Automated Systems.	Tempering with the TMS, Ex-Changing the Orientation/ Direction of Camera at lanes, mishandling of Bar Code Reader etc. Non-Adherence Penalty – INR 50,000/- Per Incident
6.	Staff deployed by the Agency shall present at site as per their Duty Roster. Or Non-deployment / shortage of Security Guard for any shift	Short adherence Non-adherence penalty – I - Deduction for short attendance. II - Penalty of INR 1000/day/person beyond 3 days
7.	In case of expiry of any of the licenses required for performing the services such as PSRA, etc.	Termination of the contract.
8.	Non-deployment of Security Supervisor at plaza	INR 5,000 per day per plaza
9.	Supervisor/Security Guard fails to coordinate during incident/emergency	INR 10,000 per incident
10.	Repeated failure of supervision (≥3 times/month)	Replacement of Supervisor/Security Guard + INR 25,000 penalty
11.	Delay in escalation of law & order issue	INR 5,000 per incident
12.	Non-cooperation during protests/ emergencies	INR 15,000 per incident

Any activity, duty, responsibility, or obligation mentioned under the Scope of Services, Terms & Conditions, Annexures, SOPs, or instructions issued by NHIT/SPVs, if not performed, partially performed, or performed in a deficient manner by the Contractor, shall attract penalty.

- For each such instance of non-performance or deficiency:
 - **Penalty of INR 10,000 to INR 5,00,000 per instance**, depending on the severity and impact of the lapse
- In case the non-performance:
 - Impacts **safety, security, revenue, or law & order** → **Penalty up to INR 25,000 per incident**
 - Results in **financial loss or operational disruption** → **Recovery of actual loss + penalty**

Escalation for Repeated Non-Compliance

- **Second occurrence of the same lapse** → **Double the penalty**
- **Third occurrence/Continued or habitual non-compliance** →
 - Mandatory **replacement of concerned guard/supervisor**, and
 - **Written warning** to the Contractor
 - **Termination of Contract with notice**, and/or
 - Deployment through alternate agency at **Risk & Cost** of the Contractor

Discretion of NHIT / SPVs

- NHIT/SPVs shall have the **sole discretion** to:
 - Determine whether an activity has been inadequately performed
 - Assess the severity of non-compliance
 - Decide the quantum of penalty within the defined range
- Decision of NHIT/SPVs in this regard shall be **final and binding** on the Contractor.

Recovery of Penalty

- Penalties shall be recovered from:
 - Monthly running bills, and/or
 - Performance Security
- NHIT/SPVs reserve the right to **adjust penalties without prior consent** of the Contractor.

The Company reserves the right to impose damages based on the gravity of incident in case of non-compliance and deviation from SOPs set by Company or Scope of Work (Schedule-I) or Performance Parameter (Schedule-III) or Good Industry Practices.

2.22 PERFORMANCE SECURITY

The successful bidder, within 10 days from the date of LOA, shall submit a performance security and Additional Performance Security in form of Insurance Surety Bond in the NHIT format which will be provided along with LoA, Account Payee Demand Draft, Banker's Cheque or an unconditional e-Bank Guarantee" from schedule Bank, acceptable to Authority, equivalent to 3% of the bid amount and the same shall remain valid for the contract period + 2 months.

2.23. Bid Security

A Bidder is required to submit three (03) numbers of Bid security for the amount of INR 1.5 Lacs (each) for the each NHIT entity Separately. NHIT entities names are as follows: NHIT

Western Projects Private Limited, NHIT Eastern Projects Private Limited, NHIT Southern Projects Private Limited.

(the "Bid Security"), refundable not later than 1 years from the date of publishing of this RFP, which shall be extended further in intervals of 1 year till the bidder wishes to stay in the empanelment list. An empanelled bidder who has not extended the bid security shall be automatically removed from the empanelled list without any further notice.

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

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

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

2.24 Documents to be submitted along with the Bid

- 2.24.1 Either power of attorney or an authority letter from Partner / Board / Managing Committee of the Bidder entity should be provided for authentication of the authorized signatory signing the Bid document.
- 2.24.2 Bid in the form provided in the RFP duly signed by the authorized representative of the bidder on all pages.
- 2.24.3 Detailed profile of the Bidder certified by Authorized Signatory of the Bidder.
- 2.24.4 Documents in support of the claims of Bidder regarding eligibility/ experience duly signed by the authorized representative of the bidder on all pages. NHIT may ask for 3rd party certificates from the Bidder(s), at a later stage.
- 2.24.5 Undertaking in the format provided in the RFP duly signed by the authorized representative of the bidder on all pages.
- 2.24.6 Company profile including Registration certificate, GST Certificate and MSME Certificate if applicable.
- 2.24.7 Experience Certificate self-attested along with copy of Work order/Purchase Orders.
- 2.24.8 If the Bidder declared disqualified from the tender process prior to the award or if successful bidder failed to mobilize resources at site within time stipulated time, the employer shall be entitled to forfeit the Earnest Money Deposit or demand and recover the damages equivalent to Earnest Money Deposit apart from any other legal right that may have accrued to the employer.

2.25 Financial Bids / Fees

- 2.25.1 The Bidder is required to submit a financial proposal as per Section 5 – Form of Financial Proposal.
- 2.25.2 The fee quoted should be unconditional.

2.25.3 NHIT shall pay the Vendor the payment as per the Financial Proposal of the Bidder, as sole compensation for the Performance of the Works.

2.25.4 The fees shall be payable as per the payment schedule after submission of an appropriate tax invoice.

2.26 Key Terms and Conditions of Engagement

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

2.27 Employer Guarantee: N.A.

2.28 Commencement of Services: Within 30 days of issuance of LoA/SO by NHIT or may be as deemed necessary by the Authority.

2.29 MSME Agency/Firm:

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

2.30 Safety & Work Practice:

Please refer to Annexure I of the RFP.

2.31 Indemnification:

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

2.32 Anti-Bribery & Corruption (ABC) Policy:

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

2.33 Resolutions of Disputes:

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

2.34 Force Majeure

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

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

2.35 Governing Law and Jurisdiction

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

2.36 Ethics & integrity:

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

2.37 Matter of Confidentiality:

Each agency/firm will maintain confidentiality on matters disclosed. The Contractor and its personnel shall maintain strict confidentiality of operational, financial, and security-related information. Any breach shall attract penalty and termination.

2.38 LOA/SO Acknowledgement:

As a token of acceptance, you are requested to acknowledge the receipt of this letter with official seal & sign form the authorized signatory along with all Annexures (if any) - within 3 working days and initiate the process for the signing of the Agreement.

2.39 Right of Removal:

NHIT will have the right to remove any selected Agency/firm from the selection list without assigning any reason whatsoever and without any cost & compensation therefore NHIT

also reserves the right to replace/remove/ Empanel any new agency/firm as the Agency/firm for an ongoing or future Requirements at any stage.

2.40 GENERAL TERMS AND CONDITIONS:

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

2.40.2 The agency/firm shall not sublet, subcontract, transfer or assign the package.

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

2.40.4 Bidder are advised to visit site before submission of Bids.

2.41 GENERAL INFORMATION

2.41.1 Profile of the Vendor with full particulars of the constitution, ownership, and business activities of the prospective Vendor shall be provided along with the Bid/Proposal.

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

2.41.3 EMD shall be deposited with Bid if required.

SECTION 3 – SCOPE OF SERVICES

The deployment of Security Guards (Armed and Unarmed) will be carried out at Toll Plaza Locations, as per the requirements of the SPVs under NHIT.

NHIT has all rights to shortlist the vendors for award of work contract, based on various criteria's in order of precedence as follows: -

1. Confidential feedback will be obtained from Clients of bidder. (Bidders are required to submit list of their clients as part of Technical Proposals.)
2. Own office situated in India. The bidder should have adequate infrastructure and Supervisory staff for the work.
3. Number of PSU/CPSU/SPSU undertakings empanelled with.
4. Number of years in business since date of registration.
5. Other operational parameters.
6. Bidders are required to submit at least four reference site details in their technical proposal. It should be emphasized to provide complete details of as much as possible clients so that the confidential feedback may be obtained. NHIT may request confidential feedback from all reference sites (Principal employers). The bidders should quote at least 2 reference sites. Bidders with higher score in prequalification criteria will be given preference for award of work contract.
7. Submission of Police Verification of each manpower will be required before deployment. There will be no deployment before submission of Police verification, only individuals who clear Police Verification will be considered.
8. Security Guard (Armed) should preferably an ex-serviceman of Indian Armed Forces or ex-paramilitary personnel or ex-CAPF or ex-State Reserve Police Forces.
9. Security Guards (Armed/Unarmed) shall be deployed at plaza sites. Age of the Security Guard (Armed/Unarmed) at the time of first deployment should not be above 50 years.
10. Security Guard (Armed) should have been released from his parent service in medical category SHAPE-I or equivalent and be medically fit in all respects at the time of deployment. Their medical fitness will be considered as per medical fitness certificate from Registered Medical Practitioners with qualification not less than M.B.B.S., as produced for verification by their employer, i.e., the AGENCY/FIRM. The Guards should be literate, mentally sound and possess good physique to perform all duties of Guard assigned by SPVs under NHIT.
11. Security Guard (Armed/Unarmed) should perform their duty for eight hours per shift per location. Weekly off shall be provided after every six working days. Agency/Firm has to arrange for reliever of Security guards in case of absence of guard/s. The reliever should be paid as per minimum wages even if that payment is not mentioned in the bid. If the Agency is unable to provide the reliever, the wages will be deducted for that number of days. If this absenteeism continues for more than three days, suitable penal action will be taken against the Agency. Please note that in case of absence exceeding three (3) days, appropriate penal action, including imposition of penalty, shall be initiated.
12. Security Guard (Armed/Unarmed) shall perform duty in proper uniform and should be in possession of photo-identity card provided to them by their employer i.e., the XYZ Company.
13. Security Guard (Armed) deployed at Plazas/Office shall perform duty with their own or the Agency/Firm's firearms held under a valid arms license. The Company will not take the responsibility for the safe custody of the firearms and its ammunition.

14. The place of duty for the Security Guard (Armed/Unarmed) in the Plaza/Office should be generally at the entrance or at a vantage point. The guard should not be seen sitting during the business hours.
15. The duty of the Security Guard (Armed/Unarmed) is to keep a watch over persons visiting the Plaza/Office for the purpose of safety & security and guard against infiltration and against removal of Employer's property by any unauthorized persons AND/OR to watch and guard, as against above, the movement of cash from one place to another whether inside or outside the Employer. Regulating entry/exit of personnel, visitors, vendors. Preventing unauthorized access to toll booths, cash rooms, and restricted areas. Supporting monitoring of CCTV and reporting suspicious activities, Safeguarding toll equipment, buildings, records, and assets. Preventing theft, pilferage, vandalism, and revenue leakage.
16. At any point of time, if it is found that the guard on duty is not wearing proper uniform as prescribed or not reporting on duty in time, the Employer will be at the discretion of withdrawing Salary/allowance paid to the guard on case-to-case basis.
17. The Security Guard (Armed) while performing duty shall use his firearm only for his right to private defence as provided u/s 96 to 106 of the Indian Penal Code.
18. Selected Agency/Firm has to submit monthly compliance data as Wage sheet, copy of ECR of EPF subscription, ESI subscription and other concerned data pertaining to compliance of Minimum wages law and other obligations, as and when asked at a place decided by the Employer. If the Agency/Firm fails to produce asked data within stipulated time or the time extended by the Employer, It will be considered as breach of contract and the Agency/Firm shall be de- empanelled.
19. AGENCY/FIRM shall be bound to follow all obligations pertaining to compliance of Labour Laws as and when applicable as per notifications issued vide Govt of India, Ministry of Labour and employment or other enforcement agencies/departments.
20. All the statutory obligations relating to Gratuity, PF, ESI, Bonus, Weekly off, minimum wages, workman compensation, leave, washing allowance, uniform to be provided to personnel would be the sole responsibility of the agency. All other incidental cost, not mentioned explicitly in the price bid is required to be accounted under the Service Charge. Authority reserves the right to seek break-up of service charges quoted by the bidder.
21. The Agency shall also make arrangements to provide 2 sets of summer uniforms (with firm's logo and name of worker) and 2 (two) sets of winter uniform with pullover (with firm's logo and name of worker) to each of the employee per year and the same will be distributed well before the onset of the season. The Agency shall also issue Raincoat, Umbrella, Shoes, Socks, Cap, Belt, etc. Quality & Color of the same will be decided in consultation with the Authority.
22. Uniform and liveries shall be supplied by the agency for their Security Guards on duty. Details of Uniform and Liveries should be submitted along with technical documents. There shouldn't be any deviation in the uniform details as submitted in technical tender. The Uniform should not have resemblance with any uniform used by Security forces/ Paramilitary or police.
23. Confidential feedback will be obtained from Clients of vendor as per format of the Employer. The feedback may be obtained on quality of manpower, supervisory infrastructure, training and firing practice and other operational parameters.
24. Contractor shall provide **trained relievers** for weekly offs, leave, or absenteeism at no additional cost.

25. On acceptance of offer of appointment, the selected vendor will arrange to train and deploy the candidate/s at the location specified in the Terms of Reference.
26. The selected vendor will be responsible for all remuneration, claims, wages, dues etc of its employees, agents, Service Provider in accordance with the statutory laws, regulations and ordinance of the country included but not limited to, Minimum Wages Act, PF laws, Workmen's compensation Act, Labour laws etc. The company shall not have any direct or indirect liability or obligation to pay any charge, claim or wages, dues and contributions as applicable towards statutory benefits of any of bidder's employee, agent and contractors. The vendor should establish and maintain all proper records required by law.
27. The selected vendor will collect the salary/ compensation of the candidate/s, as per Commercial quote to the Terms of Reference for each position (Details of components of Commercial quote will be specified in the Terms of Reference pursuant to signing of Empanelment Agreement), based on vendor is identified.
28. No payment will be paid in advance to the selected vendor.
29. The selected vendor will be responsible for payment of statutory and contractual obligations to the hired client employee, as per provisions of law of the land/ terms of appointment. A certificate to this effect will be required to be given the vendor.
30. NHIT/SPV may direct **immediate removal of any guard or supervisor** on grounds of misconduct, inefficiency, or security concern, without any inquiry or compensation.
31. NHIT/SPV reserves the right to **increase or decrease manpower deployment up to (+/-)20%** during the contract period, based on operational requirements, at the same approved rates.
32. The guidelines & rules stipulated under Private Security Agencies Central Model Rules, 2020 shall be applicable under this works.

Other Scope of Services

1. Access Control & Surveillance Support

Regulation of entry/exit of staff, vendors, and visitors

Assistance in monitoring CCTV systems and reporting suspicious activities

Preventing unauthorized access to toll booths, cash rooms, and restricted areas

2. Cash & Asset Security

Escorting and securing movement of cash within the plaza and to designated locations

Guarding toll equipment, buildings, and NHIT/SPV assets

Preventing theft, pilferage, vandalism

3. Incident Management & Emergency Response

Immediate response to incidents such as:

Theft, robbery, misbehaviour

Accidents, fires, or natural calamities

Law & order issues or public disturbances

4. Training & Conduct

Guards shall be properly trained in:

- Toll plaza security protocols
- Public dealing and soft skills
- Emergency response procedures

Strict adherence to uniform, ID cards, and professional conduct is mandatory.

5. Hierarchy for Escalation Matrix.

- Guard → Supervisor → Plaza Manager → SPV Ops Head → NHIT HO
- Timelines for reporting (verbal + written)
- Mandatory incident report format (within 24 hrs)

Responsibility of Successful Bidder –

successful bidder (to whom Contract has been awarded) hereinafter called "Contractor", shall get the works supervised by designated Supervisor officer, who shall be qualified and experienced to supervise.

The Contractor shall be responsible for all pay & allowances of persons deployed including minimum wages (Central or State whichever is high) according to category and zones including labour welfare cess, statutory bonus, ESIC/Insurance, PE etc. The Contractor shall supply the manpower as listed in Section – 3 of this RFP Document, based on the demand given by NHIT from time to time, within 02 weeks of the Written Notice. In case of failure against any category, the Authority shall get the Staff from other agency by Nomination, at the Risk & Cost of the Bidder-Contractor, the payment to Nominated agency shall be debited from the account of Contractor.

The payment of the salaries of staff shall be through electronic clearing Services (ECS) mode only or through Bank account only. EPF number of all persons and Proof of EPF payments shall be provided to Employer by the Contractor.

The Contractor undertakes any liability arising out of any dispute raised by the deployment of Manpower and indemnify the Authority against any Such claim including The Contractor should ensure payment of wages to all the workers through their Bank account by 7th of each month or by 6th (in case of 7th is Sunday/Holiday) and submit the Bank statement with next month bill. Non-compliance of this condition will result in a penalty of Rs. 50,000/- on each occurrence. (A notice of non-compliance will be issued by Authority).

The Contractor shall indemnify the Employer against any payment to be made under and for observance of the above-mentioned various laws & rules. In case of any liability which falls on Authority for non-compliance of the applicable law by the Contractor, the Contractor shall fully indemnify Authority including legal expenses incurred by Authority to defend itself.

Notes:

- a. The above requirement is INDICATIVE in nature. Bidders to follow the RFP and corrigendum's (if issued) as part of price bid wise details.
- b. The commercial bid shall not be altered, modified, changed, or any additional conditions applied therein. Any changes to this format will lead to disqualification and all discretion on the same will be with NHIT.
- c. In-case of any shortfall with discovered during renovation work; successful bidder shall ensure timely delivery of required material / work and extend necessary support to meet NHIT-entities requirement at no additional cost.
- d. SPVs under NHIT reserve the RIGHT to procure or alter quantity of the staff. The payment shall be made as per Work / Order and actual Capacities.
- e. SPVs under NHIT reserves the right to alter and modify quantity at the time of ordering.

SECTION 4 – FORM OF TECHNICAL PROPOSAL

(On the letter head of the bidder)

To,

Shri Sandeep Khosa

General Manager, Procurement

National Highways Infra Trust (NHIT) Unit No.: 324, 3rd

Floor, D21 – Corporate Park, Sector-21, Dwarka, New

Delhi-110077.

E mail: tender@nhit.co.in

Sub: Request for Proposal (“RFP”) issued by National Highways Infra Trust (NHIT) for Empanelment and Engagement of Agency / Firm for Providing Security manpower Services for Projects under SPVs of NHIT

Technical offers of bidders must be submitted in the following manner (as given below): -

Sl. No.	Criteria	Maximum Points
I.	Experience in Similar works. a) Less than 5 years: Not Eligible b) 5 years to less than 7 years: 25 marks c) 7 years to less than 10 years: 30 marks d) More or equal to 10 years: 40 Marks	<u>40</u>
II.	Cumulative Three-Year Turnover of the company: a) Less than 10 Crore: Not Eligible b) From 10 crore to less than 20 Crore: 20 marks c) From 20 crores to less than 25 Crores: 25 marks d) Equal or more than 25 Crore: 30 marks	<u>30</u>
III.	Resources Managed by Company a) Less than 100 Not eligible b) 100 To 200 Resources – 10 Marks c) 201 to 500 Resources – 15 Marks d) Equal or more than 501 Resources – 20 Marks	<u>20</u>
IV.	Number of PSU/CPSU/SPSU or any Govt. Autonomous body Clients 01 marks will be given for each such client subject to a maximum of 10 marks	<u>10</u>
Total points for technical criterion:		100

< Signature of Bidder’s Authorized Signatory>

<Official Signatory Name> <Designation>

<Company Name> <Complete Address>

<Mobile> <Phone>

<Email> <Website>

Date:

Section 5: – Form of Financial Proposal

(On the letter head of the bidder)

Financial Proposal

To,

Shri Sandeep Khosa

General Manager, Procurement

National Highways Infra Trust (NHIT) Unit No.: 324, 3rd Floor,

D21 – Corporate Park, Sector–21, Dwarka, New Delhi–110077.

E mail: tender@nhit.co.in

Sub: Request for Proposal (“RFP”) issued by National Highways Infra Trust (NHIT) for Empanelment and Engagement of Agency / Firm for Providing Security manpower Services for Projects under SPVs of NHIT

Financial offers of bidders must be submitted in the following manner (as given below): -

We, Quote below our service Fees for providing Security Manpower services as under:

S. No.	Particulars	Amount in INR (Ex. Tax)	Unit
1	Services Charges for providing Security Guards (Un-Armed) as per requirements of NHIT Entities attached herewith as annexure II with fully compliant as per laws stated in RFP document.		Per manpower per month
2	Services Charges for providing Security Guards (Armed) as per requirements of NHIT Entities attached herewith as annexure II with fully compliant as per laws stated in RFP document.		Per manpower per month
Gross Total Excluding Tax:			
Amount in Words:			

- I. Quotes should be exclusive of GST which shall be paid extra (as applicable from time to time).
- II. All payments are subject to TDS, if any, applicable as per the law in force.
- III. In the event of any discrepancy in between figures and words, the amount quoted in words will be considered.

**Name, Signature & stamp of
Authorized Signatory**

Notes for the bidder

1. All the sums payables shall be subject to the deduction of applicable taxes.
2. On payment milestones payment would be released less the GST component.
3. The GST component would be released on production of proof of payment.

SECTION 6 – UNDERTAKING

(On the letter head of the bidder)

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

To,

Shri Sandeep Khosa

General Manager, Procurement

National Highways Infra Trust (NHIT)

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

Sector-21, Dwarka, Delhi:110077, India.

E mail: tender@nhit.co.in

Sub: Request for Proposal (“RFP”) issued by National Highways Infra Trust (NHIT) for Empanelment and Engagement of Agency / Firm for Providing Security manpower Services for Projects under SPVs of NHIT

We undertake that: -

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

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

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

ANNEXURE I – HR STATUTORY COMPLIANCE CHECKLIST

Name of Agency		Name of Project / Plaza
S No	Record	Description
1	ESIC Registration Certificate	
2	EPF Registration Certificate	
3	PT Registration Certificate	
4	Labour License under CLRA, 1970 & Validity	
5	AGENCY/FIRMRA License for Security & Gunman (under PSAR Act,2005)	
6	WC Policy Certificate	
7	LWF / BOCW Registration Certificate	
		Description
		Remark
	Form A (Register of Employees)	
	Form -B (Register of Wages)	
	Form - C (Register of Loan/Advance /Fine/Damage /Loss/Recovery	
	Form - D (Attendance Register)	
	Form - E (Register of Leave/Rest/Comp- off)	
	EPF Challan	
	EPF Contribution History	
	EPF TRRN Data	
	ESIC Payment receipt	
	ESIC Contribution Statement	
	New Joining / Exit Staff Data (Updated Form A)	
	Payment Slips or Employer Endorsed Statement on wages paid	
	LWF or BOCW Cess	
	Professional Tax Payment Challan	
	Payment of Bonus Register	
	Annual Return Under CLRA, 1970	

Annexure II – Manpower Deployment

S.no	Name of the Stretch	Plaza	Security Guards (Un-armed) (Nos.) (Semi-Skilled)	Security Guards (Armed) (Nos.) (Skilled)
1	Abu road – Swaroopganj	Undavariya	4	0
2	Palanpur/Khemana – Abu Road	Khemana	4	4
3	Kothakota Bypass – Kurnool Highway	Pullur	4	0
4	Maharashtra Border – Belgaum	Hattargi	8	0
		Kognoli	8	0
5	Chittorgarh – Kota & Chittorgarh Bypass	Bassi	4	4
		Aroli	4	0
		Dhaneshwar	4	0
6	Borkhedi Kelapur Project Highway	Daroda	6	0
		Kelapur	3	0
7	Agra Bypass	Raibha	4	0
8	Shivpuri Jhansi Project Highway	Raksha	0	4
9	Chichra – Kharagpur Project	Balibhasha	0	4
10	Orai – Barah Project	Usaka	6	3
11	Rewa– Lakhnadon Project	Odhaki	0	4
		Kherwasani	4	0
		Mohtara	4	0
		Boharipara	4	0
12	Kachugaon – Kaljhar Project	Galia	4	0
13	Kaljhar – Patacharkuchi Project	Patgaon	4	0
		Dhalapara	4	0
14	Lakhnadon – Mahagaon (Mohgaon) – Khawasa Project	Madai	0	2
		Khawasa	0	4
15	Chitradurga Bypass – Hubli Project/ Karnataka Project	Bankapur	0	0
		Hebbalu	0	0
		Chalageri	0	0
16	Narasannapeta to Ranasthalam	Madapam	0	0
17	Ranasthalam to Hanumanthavaka	Nathavalasa	0	4
18	Anandapuram – Pendurthi – Anakapalle	Dukkavanipalem	0	0
		Marripalem	0	0
19	Gundugolanu-Devarapalli-Kovvuru	Veeravalli	0	0
20	Chittoor to Mallavaram Project	Gadanki	0	0
21	TN/AP – Border to Nalagampalli to AP/Karnataka Border	Mahasamundram	0	0
22	Bareilly – Sitapur	Faridpur	4	0
		Maigalganj	4	0
23	Muzaffarnagar – Haridwar	Chhapar	0	4
		Bhadarabad	0	4
24	Raipur to Simga	Tarapongi	4	0
25	Simga to Bilaspur	Bhojpuri	4	0
		Mudipar	4	0
26	Gandhidham (Kandla) to Mundra	Mokha	4	4
Total			107	45

Annexure III – List of Plaza locations

S.No.	Name of the Project	Plaza Name	Project Site Address
1	Kothakota – Kurnool	Pullur	Pullur Toll Plaza, Pullur(V), Undavalli , Jogulamba Gadwal–Dis, TS, Pin-509153
2	Chittorgarh Kota Project	Aroli	Aroli Toll Plaza, Dist. Bhilwara (Rajasthan), Pincod-311602
		Dhanswar	Dhanswar Toll Plaza, Tehsil–Taleda, Dist. Bundi (Rajasthan), Pincod-323022
		Bassi	Bassi Toll Plaza, Dist. Chittorgarh (Rajasthan), Pincod-312022
3	Belgam – Kagal	Hattargi	Hattargi Toll plaza administrative office Plaza Hukeri Subdistrict, Belgaum District, Karnataka-591243
		Kognoli	Kognoli Toll Plaza, Kognoli Post: Nipani, Dist:Belgaum Karnataka 591229
4	Palanpur – Aburoad – Swaroopganj	Khemana	NHIT Western Projects Private Limited, Toll Plaza office Khemana, Near Khemana PatiaPost: Malana, Ta: Palanpur, Dist: Banaskantha, Gujarat, Pin- 385001 Mo: 9887397021
		Undavariya	NHIT Western Projects Private Limited Toll Plaza Office Undvariya, Near Swarupganj, Post: Bhawari, Ta: Pindwara, Dist: Sirohi, Rajasthan, Pin- 307023 Mo: +91 9887397021
5	Agra Bypass Project	Raibha	Raibha Toll Plaza, Vill Raibha, Achnera, Agra-283101
6	Shivpuri Jhansi Project	Raksha	Admin Block, Raksha Toll Plaza PO–Raksha, Dist–Jhansi–284419, Uttar Pradesh
7	Borkhedi – Wadner	Darodha	Daroda Toll Plaza, Near Manarch Hotel, Daroda, Hinganghat, Wardha, Maharashtra –442307
		Kelapur	Kelapur Toll Plaza, Ganeshpur, Pandharkawda, Distt. –Yavatmal, Maharashtra, Pin-445302
8	Rewa Jabalpur Katni Lakhnadon	Mohtara	Mohtara Toll Plaza,NH 30, Village Mohtara,Post – Goshalpur Tehsil – Sihora Distt- Jabalpur Madhya Pradesh PIN 483222
		Odhaki	Odhaki Paipkhar Toll Plaza, NH 30, Odhki, Madhya Pradesh. PIN- 485115
		Boharipara	Kherwasani Toll Plaza, NH30, Kherwasani, Near Amdara Thana, Dist. Maihar, Madhya Pradesh. PIN-485773
		Kherwasani	Boharipar Toll Plaza,Boharipar Nigri, Gokalpur,Jabalpur, Madhya Pradesh. PIN: 482051

S.No.	Name of the Project	Plaza Name	Project Site Address
9	Lakhnadon - Mahagaon - Khawasa	Madai	Madai Toll Plaza: NH 44, Village - Madai Nagpur Road, Lakhnadon-480886 Dist Seoni Madhya Pradesh
		Khawasa	Village Khawasa NH 44, Nagpur Road Khawasa-480881 Tah- Kurai, Dist Seoni Madhya Pradesh
10	Orai - Bara	Usaka	NHIT Eastern Projects Pvt Ltd Orai - Bara Project Chamari (Usaka) Toll Plaza Post- Ata, Tahsil - Kalpi, Dist - Jalaun, Uttar Pradesh Pin Code - 285202
11	Hubli - Haveri - Davangere - Chitradurga	Bankapur	NHIT Eastern Projects Pvt Ltd- Bankapur Toll Plaza (NH-48), Shiggaon (Taluk), Haveri (District), Karnataka (State) Pin Code: 581202
		Chalageri	NHIT Eastern Projects Pvt Ltd- Chaligeri Toll Plaza (NH-48), Ranebennur (Taluk), Haveri (District), Karnataka (State) Pin Code: 581145
		Hebalu	NHIT Eastern Projects Pvt Ltd- Hebbalu Toll Plaza (NH-48) Davanageri(Taluk & District)Karnataka (State),Pin Code: 577556
12	Chichira - Kharagpur	Balibhasa	Balibhasa Toll Plaza, NH-49 (NH-6), Vill- Kalsibhanga, P.O- Dudhkundi, PS+Dist- Jhargram (W.B)-721513
13	Kachugaon to Rakhalbudi Junction to Kalijhar	Patgaon	PATGAON TOLL PLAZA (NH-27) SIJUGURI KOKRAJHAR ASSAM-783346
		Dahalapara	DAHALAPARA TOLL PLAZA (NH-27) PO-BIJNI DIST- CHIRANG ASSAM-783390
14	Kalijhar to Patacharkuchi	Galia	GALIA TOLL PLAZA(NH-27) BHAWANIPUR BAJALI ASSAM-781352
15	Gundugolanu- Devarapalli-Kovvuru	Veeravalli Toll Plaza	Veeravalli Toll Plaza, Nallagerla Mandal, Ananthapalli Sub Post Office, Anantapalli, East Godavari, Andhra Pradesh, 534111
16	Narasannapeta to Ranasthalam	Madapam Toll Plaza	Madapam Toll Plaza, Madapam Village, Narasannapeta, Srikakulam, Andhra Pradesh, 532421
17	Anandapuram-Pendurthi- Anakapalle	Marripalem Toll Plaza	Marripalem Toll Plaza, Marripalem Village, Anakapalle, Anakapalli, Andhra Pradesh, 531002
		Dukkavanipalem Toll Plaza	Dukkavanipalem Toll Plaza, Anandapuram Mandal, Dukkavanipalem Village, Anandapuram, Visakhapatnam, Andhra Pradesh, 531219
18	Ranasthalam to Anandapuram	Nathavalasa Toll Plaza	Nathavalasa Toll Plaza, NH 16, Natavalasa, Kopperla, Andhra Pradesh 535213

S.No.	Name of the Project	Plaza Name	Project Site Address
19	Chittoor to Mallavaram	Gadanki Toll Plaza	Gadanki Toll Plaza, Gadanki Village & Pakala Mandal, Pakala, Tirupati, Andhra Pradesh, 517112
20	TN/AP Border to Nalagampalli, AP/Karnataka Border	Mahasamundram Toll Plaza	Mahasamudram Toll Plaza, Mahasamudram Village, NH 69 near Verigapalli, Bangularapayam, Chittoor, Andhra Pradesh, 517416
21	Muzaffarnagar to Haridwar	Chhapar Toll Plaza	Chhapar Toll Plaza, Village Chhapar, NH334, Muzaffarnagar, Uttar Pradesh 251307
		Bhadarabad Toll Plaza	Bhadarabad Toll Plaza, NH334, Uttarakhand 249402
22	Bareilly - Sitapur Section of	Faridpur Toll Plaza	Faridpur Toll Plaza, Bareilly -Sitapur Project NH-30, Gausganj Sarai, Bareilly, Uttar Pradesh, 243503
		Maigalganj Toll Plaza	Maigalganj Toll Plaza, Bareilly Sitapur Project NH-30, Hairam Khera, Lakhimpur Kheri, Uttar Pradesh, 261505
23	Raipur to Simga Section of	Tarpongi Toll Plaza	Tarpongi Toll Plaza, NH-30 , District: Raipur, Chhattisgarh 493221
24	Simga to Bilaspur Section	Bhojpuri Toll Plaza	Bhojpuri Toll Plaza, Khantha, Bilaspur, Chhattisgarh, 495004
		Mudhipar Toll Plaza	Mudhipar toll Plaza, NH- 49, Thana- Bilha, Post- Hirri ,Bilaspur, Chhattisgarh, 495222
25	Gandhidham (Kandla) to Mundra	Mokha Toll Plaza	Mokha Toll Plaza, Village, Mokha NH 8A Extn, Gandhidham (Kandla)- Mundra Port Section, Gujarat 370410

- In Addition to above projects/locations, SPVs under NHIT may consider agencies/Firms empanelled through this RFP for providing similar services to Future/upcoming projects/SPV as well.

Annexure IV – Format of Bank Guaranty for Bid Security

Annexure B1 Bank Guarantee Template for Bid Security

National Highways Infra Trust

 National Highways Infra Trust	Bank Guarantee Template	Doc No.: NHIT/FY25-26/RFP/ Security Manpower
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BANK GUARANTEE FORMAT FOR BID SECURITY

(To be stamped in accordance with Stamp Act if any, of the country of issuing bank)

Ref.: **Tender No.** _____, **dated** _____

Bank Guarantee:

Date:

WHEREAS _____ (Name of Bidder) (hereinafter called "the bidder") has submitted his bid dated _____ (date) for the **Tender No.** _____, **dated** _____ (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We, _____ [Name of Bank] of _____ [Name of Country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [Name of Client] (hereinafter called "the Client") in the sum of Rs. _____ (Rupees _____ Lakhs Only) for which payment will and truly to be made to the said Client the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 202_

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Client during the period of bid validity,
 - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders,we undertake to pay the Client up to the above amount upon receipt of his first written demand, without the Client having to substantiate his demand, provided that in his demand the Client will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 120 (one hundred and twenty) days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Client, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall also be operatable at our New Delhi Branch located at _____, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said

National Highways Infra Trust

 National Highways Infra Trust	Bank Guarantee Template	Doc No.: NHIT/FY25-26/RFP/ Security Manpower
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branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation

DATE _____

SIGNATURE OF THE BANK _____

SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS _____

Name and Address of the Witness _____

The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India

NOTE for Issuing Bank (Not to be included in the BG):-

1. *The stamp papers of appropriate value shall be purchased in the name of bank, who issues the "Bank Guarantee".*
2. *The bank guarantee shall be from a Nationalized Indian Bank or reputed foreign commercial Bank acceptable to client for Foreign Consultant with counter guarantee from Nationalized Bank. Bank guarantee furnished by Foreign consultant shall be confirmed by any Nationalized Bank in India.*
3. The bank guarantee(s) contain(s) the name, designation and Code number of the officer(s) signing the guarantee(s).
4. The address, telephone no. and other details of the Head Office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.
5. The bank guarantee for Rs. 10,000 and above is signed by at least two officials (or as per the norms prescribed by the RBI in this regard).
6. The Bank Guarantee shall be transmitted through SFMS gateway to our banker with following details:

S. No.	Particulars	Details
1	Name of Beneficiary	
2	Beneficiary Bank Account No.	
3	Beneficiary Bank Branch IFSC	
4	Swift Code (For foreign Applicants)	
5	Beneficiary Bank Branch Name	
6	Beneficiary Bank Address	

7. The confirmation with supporting details if any shall be specifically mentioned in the covering letter issued with the Bank Guarantee.

National Highways Infra Trust

 <p>NHIT National Highways Infra Trust</p>	Bank Guarantee Template	Doc No.: NHIT/FY25-26/RFP/ Security Manpower
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Annexure B2

Performance Security Template

National Highways Infra Trust

 <p>NHIT National Highways Infra Trust</p>	Bank Guarantee Template	Doc No.: NHIT/FY25-26/RFP/ Security Manpower
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Bank Guarantee for Performance Security/Additional Performance Security

To,
NHIT Western/Eastern/Southern Projects Private Limited
(Formerly National Highway Infra Projects Private Limited)
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

WHEREAS:

- (A) _____ [name and address of contractor] (hereinafter called the "**Contractor**") and NHIT Western/Eastern/Southern Projects Private Limited, G-5 & 6, Sector-10, Dwarka, New Delhi-110075, (hereinafter called the "**Concessionaire**") have entered into an agreement (hereinafter called the "**Agreement**") for the [**Name of Work**], subject to and in accordance with the provisions of the Agreement
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction Period/ Defects Liability Period and Maintenance Period} (as defined in the Agreement) in a sum of Rs..... cr. (Rupees crore) (the "**Guarantee Amount**").
- (C) We, through our branch at (the "**Bank**") have agreed to furnish this bank guarantee (*hereinafter called the "**Guarantee**"*) by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor's obligations during the {Construction Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Concessionaire, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Concessionaire shall claim, without the Concessionaire being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Concessionaire, under the hand of an officer not below the rank of Head SPV in the NHIT Western/Eastern/Southern Projects Private Limited, that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Concessionaire shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Concessionaire and the Contractor, or any

National Highways Infra Trust



Bank Guarantee Template

Doc No.: NHIT/FY25-26/RFP/
Security Manpower

dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Concessionaire shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Concessionaire to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Concessionaire shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Concessionaire against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Concessionaire, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Concessionaire of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Concessionaire or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Concessionaire in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Concessionaire on the Bank under this Guarantee all rights of the Concessionaire under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on ****\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Concessionaire in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to

National Highways Infra Trust

 National Highways Infra Trust	Bank Guarantee Template	Doc No.: NHIT/FY25-26/RFP/ Security Manpower
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receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Concessionaire that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Concessionaire pursuant to the provisions of the Agreement.
12. This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
13. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHIT Western/Eastern/Southern Projects Private Limited, details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	NHIT Western/Eastern/Southern Projects Private Limited
2.	Name of Bank	State Bank of India
3.	Account No.	
4.	IFSC Code	SBIN0017313

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by: (Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

National Highways Infra Trust

 <p>NHIT National Highways Infra Trust</p>	Bank Guarantee Template	Doc No.: NHIT/FY25-26/RFP/ Security Manpower
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Annexure B3

Bank Guarantee Template

National Highways Infra Trust

 <p>NHIT National Highways Infra Trust</p>	Bank Guarantee Template	Doc No.: NHIT/FY25-26/RFP/ Security Manpower
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Guarantee for Advance Payment

To,
NHIT Western/Eastern/Southern Projects Private Limited
(Formerly National Highway Infra Projects Private Limited)
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

WHEREAS:

- (A)[name and address of contractor] (hereinafter called the “**Contractor**”) has executed an agreement (hereinafter called the “**Agreement**”) with NHIT Western/Eastern/Southern Projects Private Limited, G-5 & 6, Sector-10, Dwarka, New Delhi-110075, (hereinafter called the “**Concessionaire**”) have entered into an agreement (hereinafter called the “**Agreement**”) for the [Name of Work], subject to and in accordance with the provisions of the Agreement
- (B) In accordance with Clause [.....] of the Agreement, the Concessionaire shall make to the Contractor an interest bearing [*Specify Percentage*] advance payment (herein after called “**Advance Payment**”) equal to [__% (____ per cent)] of the Contract Price; and that the Advance Payment shall be made in _____ instalments subject to the Contractor furnishing an irrevocable and unconditional guarantee by a scheduled bank for an amount equivalent to 110% (one hundred and ten percent) of such instalment to remain effective till the complete and full repayment of the instalment of the Advance Payment as security for compliance with its obligations in accordance with the Agreement. The amount of {first/second} installment of the Advance Payment is Rs. ----- cr. (Rupees ----- crore) and the amount of this Guarantee is Rs. ----- cr. (Rupees ----- crore) (the “**Guarantee Amount**”)§.
- (C) We, through our branch at (the “**Bank**”) have agreed to furnish this bank guarantee (*hereinafter called the “Guarantee*”) for the Guarantee Amount.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid instalment of the Advance Payment under and in accordance with the Agreement, and agrees and undertakes to pay to the **Concessionaire**, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the **Concessionaire** shall claim, without the **Concessionaire** being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Concessionaire, under the hand of an officer not below the rank of Head SPV in the NHIT Western/Eastern/Southern Projects Private Limited, that the Contractor has committed default in the due and faithful performance of all or any of its obligations for the

§ The Guarantee Amount should be equivalent to ____% of the value of the applicable instalment.

National Highways Infra Trust



Bank Guarantee Template

Doc No.: NHIT/FY25-26/RFP/
Security Manpower

repayment of the instalment of the Advance Payment under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Concessionaire shall be the sole judge as to whether the Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the Concessionaire and the Contractor, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee, the Concessionaire shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Concessionaire to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Concessionaire shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Advance Payment or to extend the time or period of its repayment or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Concessionaire against the Contractor, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Concessionaire, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Concessionaire of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, indulgence, act or omission on the part of the Concessionaire or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Concessionaire in respect of or relating to the Advance Payment.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Concessionaire on the Bank under this Guarantee all rights of the Concessionaire under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on ****.§ Unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Concessionaire in writing and declares and warrants that it has

§ Insert a date being _____ days after the end of one year from the date of payment of the Advance payment to the Contractor (in accordance with Clause ____ of the Agreement).

National Highways Infra Trust



Bank Guarantee Template

Doc No.: NHIT/FY25-26/RFP/
Security Manpower

the power to issue this Guarantee, and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Concessionaire that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect up to the date specified in paragraph 8 above or until it is released earlier by the Concessionaire pursuant to the provisions of the Agreement.
12. This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
13. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHIT Western/Eastern/Southern Projects Private Limited, details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	NHIT Western/Eastern/Southern Projects Private Limited
2.	Name of Bank	State Bank of India
3.	Account No.	
4.	IFSC Code	SBIN0017313

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by: (Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.