

National Highways Infra Trust

 National Highways Infra Trust	Request for Proposal for Fixing of MBCB	Doc No.: NWPPL/FY26-27/RFP/ Fixing of MBCB/ATRP
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Tender No. NWPPL/FY26-27/RFP/ Fixing of MBCB/ATRP

Request for Proposal (“RFP”) issued by NHIT Western Projects Private Limited for Engagement of Agency/Firm for Fixing of Metal Beam Crash Barrier (MBCB) at Project site under NWPPL

<u>BID SUMMARY</u>		
1.	Last date and time for receipt of Bidding Documents	09 October 2026 up to 17:00 Hrs
2.	Date and Time of Opening of Bids	09 October 2026 at 17:30 Hrs
3.	Place of opening of Bids	NHIT Western Projects Private Limited (NWPPL) Unit No. 325, D21 Corporate Park, Sector-21, Dwarka, New Delhi, 110077-India

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

NHIT Western Projects Private Limited

Unit No. 325, D21 Corporate Park, Sector 21,
Dwarka, New Delhi – 110077
Email: tender@nhit.co.in
Date of Issue: 01.10.2026

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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-entities" 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-entities 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 Engagement of Agency/Firm by NWPPL.

NWPPL 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-entities at the time of application & subsequently, is true to the best of its knowledge and belief and especially warrants that it has duly complied with the provisions of laws applicable to it. Bidder indemnifies NHIMPL and NHIT-entities 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 issuance of this RFP does not imply that NHIT-entities are bound to select any Bidder(s) for any project/Evaluation. NWPPL 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 NWPPL hereby reserves its 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 NWPPL or any other costs incurred regarding or relating to its Bid. All such costs and expenses will remain with the Bidder and neither NWPPL shall 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.

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Section 1. Notice Inviting Tender

1. The NHIT Western Projects Private Limited (hereinafter referred to as "NWPPL"), invites bids from eligible parties for Engagement of Agency/Firm for Fixing of MBCB Works at Amravati – Tarsod Project site under NWPPL.
2. NHIT Western Projects Private Limited (NWPPL) is seeking proposals from experienced Agency/Firms for the works mentioned in this RFP Document.
3. This is intended to ensure that the bids received from bidders fully comply with the qualification criteria prescribed in the RFP/RFQ documents, and that the documents submitted have not been altered, falsified, or fraudulently prepared for the purpose of meeting eligibility requirements.
4. After qualifying technically, the Agency/Firm will be engaged under Cost Based Selection Method as described in this RFP and in accordance with the practices of NWPPL.
5. 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 Financial Proposal
 - Section 5 – Undertakings
6. The RFP will be uploaded to the website of NHIT at www.nhit.co.in.

7. Brief Description of Bidding Process

- a. NWPPL has adopted a Single stage evaluation process for the Engagement of the Agency/Firm i.e., the bid (the "Financial Bid") containing the documents for satisfying eligibility criteria of the Bidder, shall be submitted in physical form in the prescribed format (To clarify, the documents should be serially numbered or bounded form) in the manner specified, and before the date and time specified herein.
 - b. After the submission of the Bids, each of the responsive Bidders may be invited to make presentation of their proposal to NWPPL. The date and time of presentations would be intimated to Bidders separately through email if required. The Presentation shall be made through either video- conferencing facility or in person meeting at NWPPL office in New Delhi.
 - c. Only those Bidders whose 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 Considered for Engagement on Lowest Cost basis. The Bidders may send their authorized representatives along with authorization letters on the letter head of the bidder for participation in the opening of the Bid. Only one representative of the Bidder shall be allowed to attend the opening of the Bids.
8. 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 NWPPL for Engagement of Agency/Firm for Fixing of MBCB Works for NWPPL.

9. Address for Communication:

To,

Shri Sandeep Khosa

GM, Procurement, NWPPL

National Highways Infra Trust,

Unit No. 324, D21 Corporate Park, Sector 21

Dwarka, New Delhi

E-mail: Tender@nhit.co.in

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10. Schedule of Bidding Process:

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

S. No.	Description of Events	Date
1.	Last date for receiving queries from bidders	05 October 2026
2.	Pre-Bid Meeting	No pre-bid meeting. The bidders have to submit their queries through email which will be replied to at NHIT website/ through email.
3.	NWPPL's response to queries latest by	06 October 2026
4.	Bid due date (Last date for bid submission)	09 October 2026 up to 14:00 Hrs
5.	Opening of Technical Bids	09 October 2026 at 15:00 Hrs, at NWPPL Office, New Delhi
8.	Technical Presentation	Will be intimated later
9.	Validity of proposals	120 days from Bid Due Date
10.	EMD Amount	Not Required

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Section 2: Instructions to the Bidders

1. Introduction:

About the company: Please refer to our website <https://nhit.co.in/>.

2. Proposal

NWPPL seeks proposals for the Engagement of Agency/Firm for Fixing of MBCB Works at Amravati – Tarsod Toll Road Project in the state of Maharashtra as per scope of work given in Section 3 – Scope of Services of the RFP document (“Services”).

3. Clarification and Amendment of RFP Documents

- 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 to NWPPL’s address indicated in the RFP or by e-mail to Tender@nhit.co.in. NWPPL 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 NWPPL deem it necessary to amend the RFP as a result of a 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.
- 3.2 At any time before the submission of the Bids, NWPPL 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 on the website of NHIT at <https://nhit.co.in/> which will be binding on all Bidders. To give Bidders reasonable time for considering the addendum/ amendment in their Bids, NWPPL may, if the addendum/ amendment is substantial, at its discretion, extend the deadline for the submission of Bids.
- 3.3 It will be the responsibility of the Bidders to keep track of any uploaded addendum/ amendment before submission of the Bid.

4. Submission of Proposal

- 4.1 The proposal shall be submitted as indicated below:
 - 4.1.1 Envelope containing the Bid of the “Agency/Firm (s)”. The proposal should be in the manner and format as prescribed in RFP Section 4 – Form of Financial Proposal. Please note that proposals with any conditionality will be summarily rejected.
- 4.2 Proposal (i.e. the aforesaid sealed envelope marked as **“Bid – Proposal for Engagement of Agency/Firm by NHIT Western Projects Private Limited (NWPPL)”** as per the scope of work given in Section 3 – Scope of Works of the RFP document (“Works”).” 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. NWPPL shall not be responsible for any delay whatsoever in nature. The proposals received after the due date and time, will be summarily rejected.
- 4.3 NWPPL reserves the right to accept or reject any or all the offers received without assigning any reason. For any clarification, you may feel free to contact the undersigned.

5. Modification/Substitution/Withdrawal of Bids

- 5.1 The Bidder may substitute or withdraw its bid after submission prior to the Bid due date. No Bid shall be allowed to be substituted or withdrawn by the Bidder on or after the Bid due date.
- 5.2 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date,

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unless the same has been expressly sought for by NWPPL, shall be disregarded.

- 5.3 Partial modification of the Bid is not allowed. The Bidder will have to submit the revised bid again in a sealed envelope, as per clause 4 above, mentioning "Revised Bid" on the top of the sealed envelope and the original bid envelope will be returned to the Bidder.

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

- 6.1 The Bids will be opened after the due date at the time prescribed in this RFP document in the presence of the Bidders who choose to attend. NWPPL will subsequently examine and evaluate the Bids in accordance with the provisions set out herein.
- 6.2 To assist in the examination, evaluation, and comparison of Bids, NHIIMPL 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 e-mail, 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 NWPPL in the evaluation of the Bids.
- 6.3 The Bidders would be evaluated on the criteria mentioned in Section 4 of this RFP and shortlisted for the Engagement.
- 6.4 Except in case any clarification is asked for by NWPPL, no Bidder shall contact NWPPL 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 NWPPL, it should do so in writing at the address prescribed in the Notice Inviting Tender.

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

- a. If a Bidder submits more than one Bid against this RFP.
- b. The physical bid submissions are incomplete/inadequate to the requirements of the RFP Documents.
- c. Documents are submitted loose. (To clarify, the documents should be serially numbered or to be submitted in bounded form).
- d. If in case the Power of Attorney or the Authority Letter is not provided as per Paragraph 17 of this Section.
- e. If a Bidder submits a conditional Bid or makes changes in the terms and conditions given in this RFP document.
- f. Failure to comply with all the requirements of RFP document by a Bidder.
- g. If the Bid is not submitted in the formats prescribed in the RFP document.
- h. 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.
- i. If the envelope containing physical submission is not sealed and marked as prescribed in the RFP document.
- j. A Bid is valid for a period of time shorter than prescribed in the RFP document.

8. **Conflict of Interest**

Bidders at all times shall provide professional, objective, and impartial advice and at all times hold the NWPPL 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 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.

9. **Fraud and Corruption**

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

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

11. **Minimum Eligibility Criteria**

- 11.1 The Bidder/Company must possess a minimum of five (5) years' proven experience in the execution of Fixing of Road Furnitures or Highway Routine Maintenance works or Civil Construction works on highways. Copies of supporting documents evidencing such experience shall be enclosed with the Bid submission.
- 11.2 The Bidder/Company should have minimum cumulative turnover of Rs. 3 Crore in last 3 Financial Years.
- 11.3 The Bidder shall not be an associate of the Sponsor i.e., NHAI, or NHIMPL or IDBI Trusteeship Services Limited.

12. **Dis-Qualification Criteria:**

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

- 12.1 Submitted the proposal documents after the response deadline.
- 12.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 12.3 Failed to provide related clarifications, when sought.
- 12.4 Respondent or its directors declared ineligible by CPSU/ SPSU/ Government companies/ Government organizations/ regulatory authorities for corrupt and fraudulent practices or blacklisted.
- 12.5 NWPPL reserves the right to reject any or all Bids/Quotations and/or cancel or withdraw the Tender/RFQ at any stage without assigning any reason whatsoever, and no Bidder, intending Bidder or Vendor shall have any claim arising out of such action. Without prejudice to the foregoing, the Employer further reserves the right to declare ineligible or reject the Bids/ Quotations of any empaneled Bidder/Vendor whose performance under any contract/work order with the Employer, or with any State Government, Central Government, statutory authority, or Public Sector Undertaking, has been found unsatisfactory within the preceding three (3) years, including but not limited to cases involving non-compliances, issuance of warning notices or deficiency letters, repeated breaches of contractual obligations, or imposition of penalties, deductions, or any other contractual remedies or actions on account thereof.

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13. **Procedure for Engagement of Agency/Firm**

- 13.1. Post checking of the minimum eligibility criteria, the bidder(s) will be engaged under the cost Based Selection method as described in this section and in accordance with the practices of NWPPL.
- 13.2. Further, the engagement/appointment of Agency/Firm amongst the Bidders, will be done by NWPPL at its own discretion. Accordingly, NWPPL has the right to award the work to any of the Engaged Agency/Firm (s), depending on the exigencies, nature and magnitude of the Work.

14. **Documents to be submitted along with the Bid**

- 14.1. 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.
- 14.2. Bid in the form provided in the RFP duly signed by the authorized representative of the bidder on all pages.
- 14.3. Detailed profile of the Bidder certified by Authorized Signatory of the Bidder.
- 14.4. Documents in support of the claims of Bidder regarding eligibility/ experience duly signed by the authorized representative of the bidder on all pages. NWPPL may ask for 3rd. party certificates from the Bidder(s), at a later stage.
- 14.5. Undertaking in the format provided in the RFP duly signed by the authorized representative of the bidder on all pages.

15. **Key Terms and Conditions of Engagement**

- 15.1. NWPPL reserves the right to curtail or extend the validity period of Engagement of an Agency/Firm.
- 15.2. The Engaged Consultants are expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to NWPPL's Interest.
- 15.3. Each Agency/Firm who participates in Bidding process will maintain confidentiality on matters disclosed.
- 15.4. The reports/ opinions/ presentations submitted by Engaged Consultants as part of its Services shall be the property of the NWPPL and it can be repeatedly used by NWPPL for its disclosed and undisclosed purposes.

16. **Timelines and Payment Schedule:**

Payment Terms

Payment to the Contractor for execution of works under the Contract shall be released only upon completion of works. All payments made under the Contract shall be treated as on-account payments only.

Subject to completion of all contractual obligations and formalities, 100% payment, along with applicable taxes corresponding to the completed scope, shall generally be released within 45 days of the date of completion of the work.

17. **Termination**

NWPPL, without prejudice to any other rights or remedies it may possess, may terminate the Work Order forthwith in the following circumstances by giving notice of termination and its reasons therefor to the Successful Bidder.

- i. if the Successful Bidder becomes bankrupt or insolvent

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- ii. if the Successful Bidder assigns or transfers the Work Order or any right or interest therein in violation of the provision of GCC Clauses
- iii. if the Successful Bidder, in the judgment of NEPPL has engaged in Integrity Violation practices

18. **Dispute Resolution**

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 NWPPL and the remaining disputing party(ies) 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 parties(ies) and such appointment shall be final and binding on the other disputing parties. The venue of the arbitration shall be at New Delhi.

19. **Indemnification:**

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

20. **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 NWPPL Employees. You may address the same through email at whistleblow@nhit.co.in.

21. **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 an FM, the contract frees both parties (NWPPL & 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, NWPPL may at its option terminate the contract without any financial repercussion on the other side.

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

22. **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.

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Section 3: Scope of Works

Scope of Work for Agency/Firm (s):

Scope of Work – Local Movement and Fixing of MBCB

The scope of work shall comprise **local movement, loading/unloading, handling and fixing/installation of Metal Beam Crash Barrier (MBCB/W-Beam Crash Barrier)** at designated locations along the Amravati- Tarsod Highway project site, as instructed by the Engineer/Employer.

The MBCB material shall be made available by the Employer at the designated location/stockyard. The Contractor shall arrange for all necessary **labour, vehicles, tools, equipment and machinery** required for local transportation and installation of the MBCB at the identified locations.

The work shall include:

- Loading and transportation of MBCB components from the designated stockyard to the work location and unloading/handling at site.
- Setting out and marking of locations as instructed by the Engineer.
- Installation/fixing of posts, spacers, W-Beam rails, bolts, nuts, washers and other available components.
- Drilling, excavation, anchoring and other incidental works required for proper fixing in existing ground/shoulder, wherever applicable.
- Proper alignment, level, height, overlap and tightening of the MBCB in accordance with **applicable NHAI/MoRTH specifications, IRC guidelines and approved drawings/details**.
- Dismantling/removal of damaged existing MBCB, wherever specifically instructed, and stacking of reusable material at the designated location.
- Provision of necessary manpower, safety equipment, traffic management, barricading, warning signs and flagmen for safe execution of the work on the operational highway.
- Rectification of any defective or improperly fixed portion at the Contractor's cost.

The Contractor shall ensure that the completed MBCB is **properly aligned, securely fixed and compliant with applicable NHAI/MoRTH norms and directions of the Engineer**.

The quoted rate shall be inclusive of all labour, local transportation, loading/unloading, tools, equipment, machinery, safety arrangements and incidental works necessary for satisfactory completion of the work.

Measurement: The completed and accepted MBCB shall be measured in **running metres (RM)** of barrier satisfactorily fixed at site.

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Section 4: Form of Financial Proposal

(On the letter head of the bidder)

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

To,

Shri Sandeep Khosa – GM Procurement,

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 NHIT Western Projects Private Limited for Engagement of Agency/ Firm for Fixing of MBCB Works at Amravati – Tarsod Toll Road Project site under NWPPL**

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

S. No.	Description of Works	Unit	Qty	Final Amount Quoted in INR
1	Fixing of W-Metal Beam Crash Barrier: Fixing of supplied W-metal beam crash barrier, including transportation of W-beams, steel posts, spacers, MELT and TT end terminals, transition pieces, connectors and accessories from the designated storage location to the installation site; loading, unloading, handling and setting out; driving posts by the pushing method in all types of soil; and positioning, fixing, levelling and aligning the barrier. The item includes excavation and concreting of post foundations measuring 350 mm × 350 mm × 800 mm wherever required; fixing of end terminals, transition pieces and connectors to structural crash barriers; installation and tightening of nuts and bolts; welding where specified in the approved drawings; disposal of surplus excavated material; and all labour, tools, tackles, plant and equipment required for complete installation in accordance with the approved drawings, MoRTH Specification Clause 811.3 and the directions of the Engineer-in-Charge.	RMT	39046	
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Note:

- Taxes will be paid extra on actuals (if not included in above); nothing will be paid on account of OPE or any other expenses to complete Scope of Works mentioned in this Tender document.

Name & Signature with Contact Details of Bidder's Authorize Signatory

Date:

Notes for the bidder

- The minimum amount of fee to be quoted is Re.1/-.
- The fee quoted should be limited round off equal to 1 Rs. and shall remain Firm during the term of the contract.
- The fee quoted by the bidder should be inclusive of all charges except applicable taxes, which shall be paid extra as applicable. Taxes should be indicated separately while raising the bills for payment of fees. No other amount shall be payable to the vendor except fees mentioned in bid documents.
- The fee will be payable in Indian Rupees after successful completion of the Issue. Withholding taxes, as applicable, will be deducted at the time of making payment.

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Section 5: Undertakings

(On the letter head of the bidder)

To be provided with the technical bid

We undertake that: -

1. The proposal submitted hereunder shall remain valid for a period of at least 120 days from the last date for submission of proposal.
2. The Bidder has not been banned/ blacklisted/de-listed/ disqualified/ debarred by any organization/ government agency/ quasi-government agency/ PSU to participate in their tenders for 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 with regard to any financial irregularities.
3. The Bidder does not have any conflict of interest which is prejudicial to the scope of services. Further, the bidder will ensure that no such business or professional activities will be carried out by it, which may affect the interest of NHIIMPL.
4. The Bidder has adequate infrastructure, personnel, resources to carry out the required Services and are eligible for acting as Financial/ Consultant. The Bidder has understood the scope of services properly and shall comply with the terms of engagement.
5. 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 Engaged Bidder / Appointed Consultant or on its deliverables pursuant to this bid/ RFP.
6. All the information submitted as part of the Bid is true and correct.

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

Signature(s) and name(s) of the Authorized Signatory with Seal Date: