

Response for the received Prebid Queries

Tender No.: NHIT/FY25-26/RFE/Manpower Service Provider-01, Published date: 10 September 2025

RFE Reference	Original Clause as per RFE	Proposed Edits by Bidder	Response/Additional Information by NHIMPL
BID SUMMARY	Last date and time for receipt of Bidding Documents 22 September 2025 up to 16:00 Hour	Seeking extension for 15 Days period	Accepted – Extension has been given till 30.09.2025
Section 2 - Instructions to the Bidders 4. of Submission of proposal	4.3 Your proposal (i.e. the aforesaid envelope (sealed envelope) marked as "Bid - Proposal for Empanelment of Manpower Service Providers for Collection of User Fee at Fee Plazas of SPVs under NHIT" should reach the undersigned, latest by date/time mentioned in the Section 1 - Notice NHIT/ Tender, in hard copies/in original and shall remain valid for 120 days thereafter. The proposal should be signed by the authorized signatory of your entity. No proposal will be entertained after the due date and time, as stated above. NHIT shall not be responsible for any delay whatsoever in nature. The proposals received after the due date and time, will be summarily rejected.	Is the Online submission possible? as the clause for the requirement of the "Affidavit and power of attorney duly notarized by notary on stamp paper" stands deleted in the corrigendum.	No Online submission of bid is not accepted, however, POA duly notarized by notary on stamp paper is mandatory as per cl.18 (a). Submit a written Power of Attorney duly authorizing the signatory of the bid to submit the application/commit the bid. The Power of Attorney is also required to be given on a stamp paper of value of Rs. 100/- , duly notarized by the Public Notary.
6. Period of Empanelment:	The Empanelment of bidders shall be for a period of 3 years; empanelment period may be extended by SPVs under NHIT for a further two (2) more years.	The clause contradicts clause 3 of Section 1 - Notice NHIT/ Tender - The Empanelment of Service Provider (s) shall be for a period of 4 years; empanelment period may be extended by SPVs under NHIT for a further one (1) more year. Kindly clarify the Empanelment period.	The period of empanelment is for 3 years, extendable to 2 years
7. Opening and Evaluation of the Bids:	7.2 After the submission of bids, each of the Bidders may be invited to make a presentation of their proposal to NHIT, if required. The date and time of presentations would be intimated to Bidders separately by NHIT through email.	Pl clarify the mandatory Topics to be covered in the presentation to be made by the bidder.	If presentation is required, NHIT will intimate the bidder regarding the topics. Otherwise, please consider as No presentation is required.

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	The Presentation shall be made either through video-conferencing facility or in person meeting at NHIT office if required.		
	7.6 Except in case any clarification is asked for 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 NHIT/ Tender.	We understand that the RFE is for empanelment only and not for the award of the contract. However, the contract shall be awarded to the LI Bidder after floating the RFP for selected plazas and subsequent bid submission by the empanelled bidders.	This RFE is basically to empanelled technically qualified bidder, we will call for financial proposal from these technically qualified bidders.
	8. Prior to evaluation of the Bids, the NHIT shall determine whether each Bid is responsive to the requirements of this RFE document. A Bid will be declared non-responsive in case: 8.4 If in case the Power of Attorney or the Authority Letter is not provided.	As per Corrigendum issued on dated 12-Sep-25, clause 8.4 must not be applicable. Pl clarify.	The bidder has to submit the POA duly notarized. However as per corrigendum issued on dated 12-Sept-2025, Cl. 18(H)(iii) stands deleted because it is duplicate clause.
14. Termination	a. The Contract may be terminated even before the stipulated period by either party giving the other one and half month's (30 days) notice in writing.	one and half months' OR (30 days) notice. Please Clarify	Kindly read this as (45 Days)
	b. Either party may also Pre-Terminate for any just cause like Force- Majeure upon one and half months' (30 days) advance notice in writing to the other party.	one and half months' OR (30 days) notice. Please Clarify	
	e. In case of Pre-Termination of the agreement by the contractor/bidder at any circumstances, then the Performance and Additional Performance Security, if any, shall be encashed/forfeited by the SPV and also shall make the Contractor liable for	We understand that the Bidder is free to participate in the bid for the project after their own evaluation and NHIT shall not appoint automatically to any empanelled bidder. In no default of the bidder, The performance and Additional Performance Security	If in case the bidder is terminated by the Authority reason pertaining to fault, then Performance security will be forfeited.

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	debarring from assigning any future work with NHIT.	must not be forfeited and debarred from assigning any future work with NHIT.	
15. Minimum Eligibility Criteria:	15.1.2. Bidder must satisfy the minimum Technical Capacity as given below to be eligible for pre-qualification/empanelment: b) The Bidder shall have at-least 96 months' work execution experience in providing similar services i.e., toll collection services of plazas at NH/Expressway with minimum of 10 lane toll plazas for clients such as Government Organization, Public Sector Undertaking, Autonomous Body duly funded by Govt. of India/ State Govt., Private Sector of repute only i.e., Concessionaire for National Highway(s)/Expressway(s). c) The Bidder should have successfully completed minimum of 10 No. of works/projects as toll collection services of plazas at NH/Expressway with minimum of 10 lane toll plazas during last 10 years for clients such as Government Organizations, Public Sector Undertakings, Autonomous Body duly funded by Govt. of India/ State Govt., Private Sector of repute only i.e., Concessionaires for National Highway(s)/Expressway(s)/State Highways. All of these ten projects must be BOT/TOT/NHIT projects under NHAI. Certified documents in support of past contracts to be submitted by the bidder.	Is Similar Work including both the following: 1. Providing manpower services for collection of user fee at a Toll Plaza - Manpower Basis 2. Auction Based Toll Collection - as minimum period per plaza is not defined in the RFE PI Clarify If a Project has 2 nos of 10 or more lanes toll plazas under single contract, then shall it be considered as 1 work/project or 2 work/projects? The ongoing projects also to be considered under this qualification. PI Clarify	Only point 1 will be consider. If a project has 2 nos of 10 or more lanes plazas, and the LOA awarded to the bidder with mentioning of 2 plazas name then it will be considered as 2 projects. No, ongoing projects will not be considered under this qualification,

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	e) Annual Average Turnover (updated to the price level of the year based on factors indicated in the table below) during the last five financial years, ending 31st March of the previous financial year, should be at least Rs. 10 Crores.	Table is Missing in the RFE Document.	Updated to the price level of the year based on factors indicated in the table below – this line stands delete
18. Technical Evaluation Criteria:	h) Submission of documents/information on eligibility and qualification: (iv) Copy of Online receipt towards payment of cost of Bid document to the designated bank account.	Bid Document fee is not applicable for this RFE; hence this clause must not be applicable. PI Clarify	No Change
	(v) BID Security for an amount as mentioned in the RFE shall be submitted in the form of Account Payee Demand Draft or Bank Guarantee (including E-Bank Guarantee) in the format from a Scheduled bank. However, while submitting Bid Security via Account Payee demand draft or Physical Bank Guarantee, the bidder should submit the originals of the same for the bidder to be considered for empanelment.	Account Details are not provided in the RFE Document to issue the Bid security in the form of Account Payee demand draft or BG. Also, for Bank Guarantee, we understand that the standard format of the Scheduled Bank shall suffice the requirement. If BG is required in any specific format, then the Format is to be shared/issued.	Bid Security format (in the name of three SPVs) is attached herewith as Annexure A
19. Procedure for Empanelment of Service Provider (s):	19.3. NHIT shall decide the allocation of projects/roads/toll plazas between Service Provider (s) at its discretion.	We understand that as per clause 23.1 The Bidder will be required to submit financial proposal as per Section 5 – Form of Financial Proposal (whenever required post empanelment). shall be applicable before awarding the contract to any empanelled bidder.	NHIT will call for the financial bids from the empanelled vendors before allocation of the plazas.
20. Commencement of Services:	If the successful bidder fails to commence work within 10 days' time of issuance of Letter of Award due to reasons attributable to itself, SPV shall cancel the award; and the	10 Days period is to be revised to the 30 Days, as not sufficient to commence the work, considering the ground realities of nationwide toll plazas and their local dynamics.	Not Accepted

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	Performance Security shall be forfeited. In case the Performance Security is not submitted by the bidder, then the Bid Security shall be forfeited. In such instances shall further remove the bidder from empanelment list and debar the bidder from participating in future bids related to NHIT projects for a period of 3 years. The selected bidder shall not be entitled to receive any further notice prior to the start of the aforesaid penal proceedings. Same clause is in sr 32.1.4		
21. Timelines & Payment Schedule:	Payment shall be made within 45 days after submission of Invoice for services under consideration. The invoice should be duly approved by the Project Manager.	45 days for the invoice payment is on very higher side. It is being proposed to release 80 % of the payment within 15 days and balance 20% within 30 days of the date of submission of the invoice.	Not Accepted
22. Documents to be submitted along with the technical bids:	22.3. Detailed CV of the personnel of Proposed Team certified by Authorized Signatory of the Bidder.	Kindly clarify the count and positions, for which the CV is required to be submitted	Detailed CVs of the manpower deployed at the time of take over shall be submit to the NHIT Authorized personnel
Section 3 - Scope of Works	32.1.4. MIS & Reporting Activities: 6. The Contractor shall ensure efficient Toll collection operations, accounting of revenue, care of assets and responsive customer service. The contractor shall accurately collect, process, reconcile and report all transactions and revenue associated with each vehicle as agreed terms. 8. Implementation of standard formats & SOP provided by the concessionaire. 9. Maintenance of Record - The Toll fee Collection agency shall	Considering this scope of work, position of MIS Executive - 01 Nos and HR executive - 01 Nos per plaza is to be considered during floating of RFP and subsequent award of contract.	Not Accepted

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	maintain at all times all required records for each category of Biometric Attendance/ HR compliance		
	21 The contractor shall be responsible for payment of fee not recovered from any user, for whatsoever reason, otherwise liable to pay.	Force Exemptions, Violations and Run through of the respective Plaza is to be excluded. Also, the LOR due to System related issues and ETC processes are to be excluded.	Accepted
Service Level Agreement and Penalties	2. Spot Checks - Minimum two spot checks per shift per plaza to be conducted by the agency. - Documented warnings for each instance of non-compliance shall be given to the agency. After three warnings in a month, a penalty of Rs. 2000/- per each instance.	Considering the FASTag Penetration nationwide to about 95%-97%, the cash collection per lane is very minimal now a days. Hence the frequency of spot check activity must not be mandatory and if required, the frequency of one check per day can be considered.	Accepted
	3. Frisking - Minimum two body checks per shifts per plaza after the shift end to be conducted by the agency - Documented warnings instance of non-compliance shall be given to the agency. After three warnings in a month, a penalty of Rs. 1000/- per each instance.	Considering the FASTag Penetration nationwide to about 95%-97%, the cash collection per lane is very minimal now a days. Hence the frequency of Frisking activity must not be mandatory. Wherein the Bidder is obligated to submit the collected cash on shift/daily basis	Minimum One body checks per shifts per plaza after the shift end to be conducted by the agency - Documented warnings instance of non-compliance shall be given to the agency. After three warnings in a month, a penalty of Rs. 1000/- per each instance.
	6. Forcefully Exemption Control - 100 % Compliance - Actual revenue loss due to forceful exemption will be covered (as per the clause. 10 - Toll Operations control activities)	Clause. 10 - Toll Operations control activities are not available in the RFE, Pl Clarify. However, Bidder must not penalize for the Force Exemptions, Violations and Run through of the respective Plaza.	Forcefully Exemption Control - 100 % Compliance - Actual revenue loss due to forceful exemption will be covered (as per the clause. 11 - Toll Operations control activities) "Control exemption and violation - The Toll fee Collection agency shall also maintain proper liaison with local police & administration for smooth operation and stop leakage. In case unauthorized exemption exceeded from mutually agreed target (target shall be

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			provided & reviewed on quarterly basis) provided by the NHIT team, then a revenue loss shall be recovered from contractors' monthly invoice"
2. DEPLOYMENT OF PERSONNEL	3.8 The applicability of the leaves shall be governed by the provisions as mentioned in the Shops & Establishment Acts of the respective States of the Toll Plazas and all holidays, days of rest and the Contractor shall make suitable arrangements for the same, at no extra cost to the Employer	As per clause 3.16, Deployed personnel shall be given one rest day every week. For overtime, the worker shall be paid at a rate of twice the gross rate per day. - Need Clarification, whether the Comp Off shall be considered against the Overtime and Holidays. Further, as per standard Shop & Establishment Act, Total of 32 Leaves (CL, SL & EL) is to be provided to each employee, however, count may vary state to state guidelines - need clarification on the consideration of the same to enable Bidder to comply and get the reimbursement from the employer.	The bidder must consider all compliance in their bid, no extra amount will be paid by NHIT to the bidder.
10. INSURANCE	b) As per the instruction of the SPV the Contractor shall also arrange adequate Insurance cover at its own cost favoring the SPV, for all the properties handed over by the SPV for comprehensive risk.	We understand the cost of the property insurance shall be reimbursed to the bidder.	This clause stands "deleted"
	Minimum Eligibility Criteria Section 15.1.2 (c) Page 10: The Bidder should have successfully completed minimum of 10 No. of works/projects as toll collection services of plazas at NH/Expressway with minimum of 10 lane toll plazas during last 10 years for clients such as Government Organizations, Public Sector Undertakings, Autonomous Body duly funded by Govt. of India/ State Govt., Private Sector of repute only i.e.,	Further to the clause, we would like to request that in case of BOT projects it is seen that road assets are changing ownership in the last 3-4 years; therefore, the new owners are reluctant to provide the desired experience certificates. Request to consider Contract agreements and addendums as certified documents.	Accepted

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	Concessionaires for National Highway(s)/Expressway(s)/State Highways. All of these ten projects must be BOT/TOT/NHIT projects under NHAI. Certified documents in support of past contracts to be submitted by the bidder.		
	Technical Evaluation Criteria Section 18 Page 14: Submit a written Power of Attorney duly authorizing the signatory of the bid to submit the application/commit the bid. The Power of Attorney is also required to be given on a stamp paper of value of Rs. 100/- , duly notarized by the Public Notary.	Please specify the format for the Power of Attorney	The bidder may prepare the Power of Attorney, ensuring that it is executed on a stamp paper of value Rs. 100/- and duly notarized by a Public Notary, authorizing the signatory to submit the application the bid on behalf of the company.
	Minimum Eligibility Criteria Section 15.1.2 (c) Page 10: The Bidder should have successfully completed minimum of 10 No. of works/projects as toll collection services of plazas at NH/Expressway with minimum of 10 lane toll plazas during last 10 years for clients such as Government Organizations, Public Sector Undertakings, Autonomous Body duly funded by Govt. of India/ State Govt., Private Sector of repute only i.e., Concessionaires for National Highway(s)/Expressway(s)/State Highways. All of these ten projects must be BOT/TOT/NHIT projects under NHAI. Certified documents in support of past contracts to be submitted by the bidder.	Please note that one project could be renewed over a period of time/years, therefore request to consider each addendum be considered as a separate project.	Accepted
	Procedure for Empanelment of Service Provider (s) Section 19; Page 16:	Please define on what "discretion" will NHIT decide the allocation of projects/roads/toll plazas as it is	It will be at the discretion of NHIT only.

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	19.1: Post qualification of the minimum eligibility criteria, the bidder(s) will be empanelled under the Quality Based Selection method as described in this section and in accordance with the practices of NHIT. 19.2: The score on the basis of Quality Based System (QBS) of technical proposals will determine the H1, H2, H3 and so on. The bidder scoring the highest points/marks (H1) based on the above principles would be Empanelled as the Service Provider (s) for NHIT. 19.3: NHIT shall decide the allocation of projects/roads/toll plazas between Service Provider (s) at its discretion.	Quality Based Selection and assuming there will be more than one H1 bidders	
	Procedure for Empanelment of Service Provider (s) Section 19; Page 16: 19.3: NHIT shall decide the allocation of projects/roads/toll plazas between Service Provider (s) at its discretion.	Please define the 'exit' clause in case "no project/road/toll plaza" is allotted to the empanelled bidder within the first year of empanelment.	In Case No project/road/toll plaza is allotted to the empanelled bidder within first year of the empanelment, the Bid amount may return to the bidder within 45 days of their request letter.
	Brief Description of Bidding Process ; 5.1 Page 4: NHIT has adopted single stage evaluation process for empanelment of the Bidder(s) for award of the work: the technical bid (the "Technical Bid") by the Bidder shall be submitted in physical form in the prescribed format	Like for all other submissions, request for online submission for empanelment	No Online submission is allowed
	Bid Security; Section 9; Page 8: Bid security shall be submitted in the form of Account Payee Demand Draft or Bank Guarantee (including E-Bank Guarantee).	Kindly allow for NEFT/RTGS transfer. Request for bank details for the same	Not Accepted, Format of Bid Security is provided herewith. (in the name of all three SPVs)

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		Need Advice on the CLAUSE 18 of RFP (Page 15) Point h - V : Kindly clarify, in whose name should the Demand Draft for Bid Security be issued? The RFP document mentions 'Employer's Name' in general terms but does not specify a particular name. Would issuing it in the name of NHIT be acceptable Need Advice on the CLAUSE 18 of RFP (Page 15) Point h - IV : Copy of Online receipt towards payment of cost of Bid document to the designated bank account	Format and Corrigendum attached No Change

Thanks & regards,

For and on behalf of

National Highways Infra Trust


Sandeep Khosla
 GM Procurement