

NATIONAL HIGHWAYS INFRA INVESTMENT MANAGERS PRIVATE LIMITED

Registered Office: G 5 & 6, Sector-10, Dwarka, New Delhi

CIN: U65929DL2020GOI366835

Email: procurement@nhit.co.in

Request for Proposal (“RFP”) issued by National Highways Infra Investment Managers Private Limited (NHIIMPL) for empanelment of service provider for manpower requirement for National Highways Infra Investment Managers Private Limited (NHIIMPL) National Highways Infra Trust (NHIT) and SPVs under National Highways Infra Trust, collectively referred as “NHIT-entities.”

BID SUMMARY		
1.	Last date and time for receipt of Bidding Documents	28 th March 2024 up to 17:00 Hrs.
2.	Date and Time of Opening of Bids	At 18:00 Hrs. on 28 th March 2024
3.	Place of opening of Bids	NHAI – Old Building, G 5 & 6, Level-6, Sector-10, Dwarka, New Delhi, India

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

NATIONAL HIGHWAYS INFRA INVESTMENT MANAGERS PRIVATE LIMITED

NHAI Old Building, Level 6, G 5 & 6, Sector 10, Dwarka,
New Delhi - 110 075, India

Email: procurement@nhit.co.in

Date: 15 March 2024

TABLE OF CONTENTS

SUBJECT		PAGE NO
1.	Disclaimer	3
2.	Section 1 – Notice inviting Tender	4
3.	Section 2 – Instructions to Bidders	7
4.	Section 3 – Scope of work	12
5.	Section 4 – Form of Technical Proposal	14
6.	Section 5 – Form of Financial Proposal	15
7.	Section 6 – Undertakings	16

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 empanelment of service provider for manpower requirement for National Highways Infra Investment Managers Private Limited (NHIIMPL) National Highways Infra Trust (NHIT) and SPVs under National Highways Infra Trust, collectively referred as "NHIT-entities".

NHIIMPL 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 specially warrants that it has duly complied with the provisions of laws applicable to it. Bidder indemnifies 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 issue of this RFP does not imply that NHIT-entities are bound to select any Bidder(s) or select any Bidder(s) for any project. NHIT-entities 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-entities hereby reserves its right to annul the process at any time prior to issuance of Purchase Order without incurring any liability towards the Bidders.

The Bidders shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NHIT-entities or any other costs incurred regarding or relating to its Bid. All such costs and expenses will remain with the Bidder and NHIT-entities 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 1. Notice Inviting Tender

1. The National Highways Infra Investment Managers Private Limited (hereinafter referred to as “NHIIMPL”) on behalf National Highways Infra Trust (hereinafter referred to as “NHIT” or “InvIT”), invites bids from reputed parties for empanelment of service provider for manpower requirement for National Highways Infra Investment Managers Private Limited (NHIIMPL) National Highways Infra Trust (NHIT) and SPVs under National Highways Infra Trust, collectively referred as “NHIT-entities”.
2. Service Provider/Bidder will be selected as per Quality and Cost Based Selection (QCBS) Method as described in this RFP and in accordance with the practices of NHIT.
3. The RFP includes the following documents:

Section 1	–	Notice Inviting Tender
Section 2	–	Instructions to Bidders
Section 3	–	Scope of work
Section 4	–	Form of Technical Proposal
Section 5	–	Form of Financial Proposal
Section 6	–	Undertakings
4. The RFP is uploaded on the website of NHIT at <https://nhit.co.in/procurement-tender/>
5. **Brief Description of Bidding Process**
 - 5.1 NHIIMPL has adopted a two-stage evaluation process for empanelment of service provider for manpower requirement: 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 specified, and before the date and time specified herein.
 - 5.2 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 Technically Qualified Bidders, will be informed to them separately by NHIT-entities through email or uploaded on the NHIT website. The Financial Bids will be opened physically at the location provided in such communications. Only one representative of the Technically Qualified Bidder shall be allowed to attend the opening of the Financial Bids.
 - 5.3 The Financial Bid of each technically qualified bidder shall be opened and evaluated.
6. 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: RFP issued by National Highways Infra Investment Managers Private Limited for empanelment of service provider for manpower requirement for National Highways Infra Investment Managers Private Limited (NHIIMPL) National Highways Infra Trust (NHIT) and SPVs under National Highways Infra Trust, collectively referred as “NHIT-entities”.**
7. Successful Bidder represents and warrants to the NHIIMPL as follows:
 - It has been duly incorporated in India and is valid as per the existing laws of India.
 - It shall not violate any proprietary and/ or intellectual property rights of any third party, including without limitation, confidential relationships, patents, trade secrets, copyright and/or any other proprietary rights.
 - The Employees of the successful Bidder shall continue to be its Employees and work under its discretion and shall not claim any employment from NHIIMPL or NHIT Entities by the virtue of providing the services, irrespective of the location of their work. The payment of salary, benefits and all related taxes for the employees of the respective party will be the sole responsibility of that party only.
 - Will not contravene any provision of any law, statute, rule or regulation or any order, writ, injunction or decree of any court, governmental instrumentality or Governmental Authority to which it is subject.
 - This document constitutes legal, valid and binding obligations of such Party enforceable in accordance with its terms; and

- That the successful Bidder is not misleading NHIIMPL in any way.
- No litigation, arbitration or administrative proceeding is presently taking place, pending or to the knowledge of the successful Bidder threatened against or otherwise involving the successful Bidder which could have an adverse effect on its business, assets or financial condition or upon NHIIMPL's or NHIT Entities reputation.
- That the successful Bidder will immediately notify NHIIMPL of the occurrence of any event, fact or circumstance which may cause a material adverse effect on the successful Bidder business, assets or financial condition, or NHIIMPL's reputation or render the successful Bidder unable to perform its obligations under the agreement, if any or have a material adverse effect on the evaluation of the responses by Bank; and
- The successful Bidder has not and will not seek to influence any decisions of NHIIMPL during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other successful Bidders.

8. Non-Disclosure Agreement

As the successful bidder will have access to the data of the NHIMPL and NHIT Entities, the NHIIMPL may require the successful bidder to sign a non-disclosure agreement undertaking indemnity for not disclosing or part with any information relating to the Bank and its data to any person or persons or authorities, without written consent of the NHIIMPL. Breach of the same will result in cancellation of the agreement apart from other remedies which shall be available to the NHIIMPL against the bidder. If the NHIIMPL decides, the Bidder shall sign a non-disclosure agreement within one month of the bidder being declared successful, failing which Bank will cancel the order and may take appropriate action against the bidder.

9. 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 (NHIIMPL & the vendor) 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, NHIIMPL 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 vendor 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.

10. Address for Communication:

Shri Rajesh Kumar Singh

Chief Human Resource Officer

National Highways Infra Investment Managers Private Limited,

G-5 & 6, Sector- 10, Dwarka, New Delhi, 110075, India.

Email: procurement@nhit.co.in

11. Schedule of Bidding Process:

The NHIIMPL 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. N.	Description of Events	Date
1.	Name of Assignment	Request for Proposal ("RFP") issued by National Highways Infra Investment Managers Private Limited (NHIIMPL) for empanelment of service provider for manpower requirement for National Highways Infra Investment Managers Private Limited (NHIIMPL) National Highways Infra Trust (NHIT) and SPVs under National Highways Infra Trust, collectively referred as "NHIT-entities."
2.	Date of issue of RFP	15 March 2024
3.	Last date for receiving queries from bidders	19 March 2024 up to 17:00 Hrs.
4.	Office Address	NHAI Old Building, Level 6, G 5 & 6, Sector 10, Dwarka, New Delhi - 110 075, India
5.	Pre-Bid Meeting	No pre-bid meeting. The bidders must submit their queries through email which will be replied at NHIT website / through email.
6.	NHIIMPL's response to queries latest by	21 March 2024 up to 18:00 Hrs.
7.	Bid due date (Last date for bid submission)	28 March 2024 up to 17:00 Hrs.
8.	Opening of Technical Bids	At 18:00 Hrs. on 28 March 2024 at NHIIMPL Office, New Delhi, India
9.	Opening of Financial Bids	Will be intimated later
10.	Letter of Award (LOA)	Will be intimated later
11.	Technical Presentation	Will be intimated later
12.	Validity of proposals	120 days from Bid Due Date
13.	Consortium/ Joint Venture	Not allowed

Section 2: Instructions to the Bidders

1. Introduction:

National Highways Authority of India (“NHA”), being the Sponsor of NHIT settled the National Highways Infra Trust on October 19, 2020, as a contributory irrevocable trust, pursuant to the Trust Deed executed under the provisions of the Indian Trusts Act, 1882. The NHIT was registered with SEBI on October 28, 2020, as an infrastructure investment trust under Regulation 3(1) of the InvIT Regulations having registration number IN/InvIT/20-21/0014. The NHA settled NHIT for an initial sum of ₹ 10,000. NHIIMPL has been appointed as the Investment Manager of the NHIT.

The NHIT had pursuant to an initial Private Placement raised Unit capital from various investors on the 3rd of November 2021 and purchased the National Highways Infra Projects Private Limited (“NHIIMPL”) from NHA. The said Units were listed on both BSE and NSE on the 10th of November 2021.

National Highways Infra Investment Managers Private Limited (NHIIMPL) was incorporated as a private limited company on July 25, 2020, under the Companies Act, 2013. The Investment Manager was initially incorporated as a wholly owned subsidiary of NHA. Subsequently, NHA transferred its entire shareholding in the Investment Manager to the President of India, acting through the Ministry of Road Transport and Highways, Government of India. Accordingly, at present, the Investment Manager is a government company as defined under the Companies Act, 2013, as amended.

2. Proposal

- 2.1 NHIIMPL seeks proposals for empanelment of service provider for manpower requirement for National Highways Infra Investment Managers Private Limited (NHIIMPL) National Highways Infra Trust (NHIT) and SPVs under National Highways Infra Trust, collectively referred as “NHIT-entities”. Detailed scope of work as given in Section 3 - Scope of Work 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 NHIIMPL’s address indicated in the RFP or by email to **procurement@nhit.co.in** NHIIMPL will respond in writing, or by email/ 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 NHIIMPL 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, NHIIMPL 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 under the procurement tab on the NHIT website viz. **<https://nhit.co.in/procurement-tender/>** which will be binding on all Bidders. To give Bidders reasonable time for considering the addendum/ amendment in their Bids, NHIIMPL 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-I** contain the Technical Bid of the “Service Provider/Bidder”. The proposal should be in the manner and format as prescribed in RFP Section 4 - Form of Technical Bid.
- 4.1.2 **Envelope-II** contains the Financial Bid of the “Service Provider/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.
- 4.2 Proposals (i.e. the aforesaid two envelopes put in a single **Sealed Envelope** marked as “**Bid - Proposal for empanelment of service provider for manpower requirement for National Highways Infra Investment Managers Private Limited (NHIIMPL) National Highways Infra Trust (NHIT) and SPVs under National Highways Infra Trust, collectively referred as “NHIT-entities”**” 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 the Bidder, supported by the relevant authorization document like **Power of Attorney (POA)**. No Proposal will be entertained after the due time and date, as stated above. NHIT-entities shall not be responsible for any delay whatsoever in nature. The proposals received after the due time and date will

be summarily rejected.

- 4.3 NHIT-entities 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, unless the same has been expressly sought for by NHIT-entities, 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. No Technical or Financial Bid may be modified after the Bid Due Date. Withdrawal or modification of Technical or Financial Bids between the Bid Due Date and Expiration of Bid validity shall result in disqualification from the bidding process.

6. Opening and Evaluation of the Bids

- 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. NHIIMPL will subsequently examine and evaluate the Bids in accordance with the provisions set out herein.
- 6.2 After the submission of Technical Bids, each of the Bidder may be invited to make a presentation regarding their proposal to NHIIMPL. The date and time of presentations would be intimated to Bidders separately by NHIIMPL through email if required. The Presentation shall be made either through video-conferencing facility or in person meeting at NHIIMPL office.
- 6.3 Financial Bid of non-responsive Bidders shall not be opened.
- 6.4 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 NHIIMPL in the evaluation of the Bids.
- 6.5 The Bidders would be evaluated on the criteria mentioned in Section 4 of this RFP and shortlisted for the purpose of opening their Financial Bids.
- 6.6 Except in case any clarification is asked for by NHIIMPL, no Bidder shall contact NHIIMPL 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 NHIIMPL, it should do so in writing at the address prescribed in the Notice Inviting Tender.
7. Prior to evaluation of the Bids, the NHIIMPL 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 in loose form. (To clarify, the documents should be serially numbered and be submitted in hard bound / spiral bound form).
 - d. If in case the Power of Attorney (POA) or the Authority Letter is not provided as per Paragraph 16 of this Section.
 - e. If a Bidder submits a conditional Bid or makes changes to 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.
 - j. RFP document.
 - k. A Bid valid for a period shorter than prescribed in the RFP document.

8. Conflict of Interest

- 8.1 Bidders at all times shall provide professional, objective, and impartial advice and at all times hold the NHIIMPL, NHIT and SPVs under NHIT 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 & Corruption

- 9.1 Bidders would be required to observe the highest standard of ethics during the selection and execution of

such work NHIIMPL 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 NHIIMPL and includes collusive practices among bidders (prior to or after submission of proposals) and to deprive the NHIIMPL of the benefits of free and open competition.
- 9.2 NHIIMPL will reject a proposal for 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 NHIIMPL 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 NHIIMPL in accordance with the above paras shall not be eligible for selection.
10. Consortium/Joint Venture (JV) of Bidders is not allowed.
11. Project Timeline: The successful Bidder must complete work within 20 days of date of issuance of LOA as per below timeline:

12. Minimum Eligibility Criteria:

- 12.1 Bidder (Insurer) Eligibility Criteria To be considered for selection by the NHIIMPL, the bidders should meet the following criteria: Table.

S. No.	Criteria	Documents to be submitted
1	Well established and reputed Firms / Companies which are Registered / having valid license issued by central Government/state government/associated agencies.	Copies of valid license issued by Government.
2	The Company should have been in the manpower service provider business for period of Five years for which they are submitting their quotation.	Work experience certificates issued by the clients/ employers.
3	The Applicant should not have been blacklisted/ barred/ disqualified by any regulator/ statutory body in the past 3 years.	Self-Declaration (as per Undertaking on page No. 17)
4	The Bidder should have positive Net worth in the last three audited financial years. (FY 2020-21, 2021-22 & 2022-23).	Audited financial statements & CA. Certificate for positive Net worth in last three audited financial years. (FY 2020-21, 2021-22 & 2022-23).

- 12.2 The Service Provider/Bidder should be preferably based in New Delhi/NCR Region. They shall have **minimum experience of 5 Years** in the field of executing similar works (50% Relaxation in above experience criteria may be provided if Service Provider/Bidder is registered under Startup India a GOI scheme).
- 12.3 Service Provider/Bidder who has executed similar work/empaneled with Banks, Financial Institutions, Public Sector Undertakings, PSU's and large corporates will be preferred. Similar works means for empanelment of service provider for manpower requirement.
- 12.4 The Service Provider/Bidder should have a professional reputation and the quality of works executed by the Service Provider/Bidder should be of acceptable standard. The works assigned to them should have been completed within the prescribed time. NHIT-entities may inspect the works of the Service Provider/Bidder to assess the quality and other parameters.
- 12.5 Financial turnover and Profit & Loss account for the last three financial years (FY20-22) duly certified by Chartered Accountant. (a) Average Financial turnover Rs.100 lacs per annum, (b) Service Provider/Bidder to be in profit, at least in one financial year during the last three financial years, (c) Service Provider/Bidder should have positive net worth in the last audited balance sheet (50% Relaxation in above experience criteria may be provided if Service Provider/Bidder is registered under Startup India a GOI scheme).
- 12.6 The Service Provider/Bidder are required to attach the requisite satisfactory (proof) documents.
- 12.7 Towards pre-qualification, along with their application. Failure to submit the same may result in rejecting the application. NHIT-entities reserves the right to cross-check the information furnished and may obtain confidential reports from their previous clients. NHIT-entities reserves the right to reject any or all applications at any stage without assigning any reason, thereof.

13. Dis-qualification Criteria:

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

- 13.1 Submitted the proposal documents after the response deadline.
- 13.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 13.3 Failed to provide related clarifications, when sought.
- 13.4 Respondent declared ineligible by CPSU/SPSU/Government companies/ Government organizations/ regulatory authorities for corrupt and fraudulent practices or blacklisted.
- 13.5 Quality of Work should not be compromised. Contract will be TERMINATED; BG Will be forfeited, and Agency will be blacklisted if quality is found inferior during the execution of works.

14. Technical Evaluation Criteria

- 14.1 Technical Evaluation shall be based on the Technical Bid submitted by the Bidders as per Section 4 - Form of Technical Proposal.
- 14.2 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. For the computation of combined score, the technical scores will be given a weightage of 60% as follows:

Weighted technical scores (TS) = Total technical score x 0.60 Where Total technical score would be as computed under Section 4.
- 14.3 The Technical Proposal shall be submitted in physical form along with all supporting documentation/ information as mentioned along with the criteria.
- 14.4 The presentation need not be included in the Technical Proposal. The Presentation shall be made as per schedule communicated by NHIIMPL and a copy of presentation to be submitted on email at the time of presentation.

15. Financial Proposal

- 15.1 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.
- 15.2 The Financial Proposal for the Technically Qualified Bidders will be given a weightage of 40%. The lowest price bid shall be given a financial score of 40 and the financial score of other bidders shall be made inversely proportionate to their prices as follows:

The Lowest Financial Proposal (“LFP”) will be given a Financial Score (“FS”) of 40 points FS (other bidders) = $40 \times \text{LFP} / F$ (F= amount of Financial Proposal)

16. Procedure for Selection of Service Provider/Bidder:

- 16.1 Post qualification of the minimum eligibility criteria, the bidder(s) will be selected under Quality and Cost Based Selection method as described in this section and in accordance with the practices of NHIIMPL.
- 16.2 Proposals will finally be ranked according to their combined technical score (TS) and Financial Score (FS) as follows:

$$S = TS + FS$$
- 16.3 The combined score based on Quality and Cost Based System (QCBS) of technical and financial 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 selected as the Service Provider/Bidder.
- 16.4 NHIIMPL proposes to appoint one Service Provider/Bidder.
- 16.5 In case two or more Bidders have a tie in their combined scores, 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.

17. Documents to be submitted along with the Technical Bids

1. Either Power of Attorney (PoA) 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. Technical bid in the form provided in the RFP duly signed by the authorized representative of the bidder

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

18. Financial Bids / Fees

- 18.1 The Bidder is required to submit a financial proposal as per Section 5 – Form of Financial Proposal.
- 18.2 The fee quoted should be unconditional.
- 18.3 Letter of Award (LoA) shall be issued from the respective entity and the respective entity shall pay the Service Provider the fees as per the Financial Proposal of the Bidder, as sole compensation for the performance of the Services.
- 18.4 The fees shall be payable as per the payment schedule after submission of appropriate tax invoice.

19. Key Terms and Conditions of Selection

- 19.1 NHIIMPL reserves the right to curtail or extend the validity period of empanelment of an Empaneled Service Provider.
- 19.2 NHIIMPL will have the right to remove any Empaneled service provider/bidder from the empaneled list without assigning any reason whatsoever and without any cost & compensation therefore NHIIMPL also reserves the right to replace/remove/ appoint any new empaneled bidder as the manpower service provider for an ongoing or future Transaction/projects at any stage of the Transaction/projects or time Period.
- 19.3 The appointed of the bidder/ service provider is/are expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to NHIIMPL's Interest.
- 19.4 Each appointed service provider/bidder will maintain confidentiality on matters disclosed.
- 19.5 The reports/ opinions/ presentations submitted by service provider/bidder as part of its Services shall be the property of the NHIT/ NHIIMPL and it can be repeatedly used by NHIT/ NHIIMPL for its disclosed and undisclosed purposes.
- 19.6 Each bidder should undertake that during the empanelment period, the Empaneled service provider/bidder would make no change in the composition of the Proposed Team (as submitted in the Technical Proposal) and if any change happens, then the replacement should have credentials higher or equivalent to the exiting member.

20. 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 each of NHIIMPL 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 New Delhi.

21. 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

Section 3: - Scope of work

RFP for empanelment of service provider for manpower requirement for National Highways Infra Investment Managers Private Limited (NHIIMPL) National Highways Infra Trust (NHIT) and SPVs under National Highways Infra Trust, collectively referred as "NHIT-entities". As per below mentioned requirements.

The services will be required across the country.

- Discuss with the Company's representative to find out the requirements to be fulfilled for manpower at various locations across the country. The empanelled bidder/s should share the evaluation method for selecting the manpower and competency tests for selection of prospective client employee on contractual basis/ temporary staffing, as per requirements and as and when need arises/ intimated by the Company from time to time.
- The empanelled bidders will be issued Terms of Reference for hiring of resources.
- Hiring of resources: The empanelled bidders will be issued terms of reference for hiring of personnel/ executives, support staff & backend resources on contractual basis which will include specifying timelines for hire, location of deployment, projected compensation levels, scope of work, number of personnel required, their roles and qualifications, age eligibility and relevant experience.
- The empanelled bidders will be required to submit their technical proposal. The Company will undertake a techno evaluation of the proposals received from the empanelled bidders and bidder above a set criterion will be empanelled for work order for that particular assignment.

Manpower:

1. Preparation of job specification in coordination with the Company/ Authority for various positions which the Company/ subsidiaries of the NHIT intends to hire.
2. Providing a pool of qualifying and suitable candidates based on the experience, skill sets, academic qualification as per specifications provided in the Terms of Reference.
3. Facilitating the Company / Authority/ wholly owned subsidiaries of the NHIT, as the case may be, for final selection.
4. On final selection of the candidate/s, the Bidder will undertake the process of recruitment which entails, background check especially Address, Previous Employer (if any), Police Verification (one year antecedent report), Medical Fitness Certificate and provide the complete details/ certifications, to the Company / Authority/ wholly owned subsidiaries of the NHIT, as the case may be.
5. After recruitment process is complete, the selected vendor will offer appointment to the candidate (to be appointed on the payroll of the bidder) clearly detailing the terms and conditions of appointment, compensation structure, tenure of appointment etc.
6. 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.
7. The selected vendor will be responsible for all remuneration, claims, wages, dues etc of its employees, agents, contractor 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.
8. 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.
9. No payment will be paid in advance to the selected vendor.
10. 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.

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 NHIIMPL.
- 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. NHIT-entities reserve the RIGHT to procure or alter quantity of the staff. The payment shall be made as per Work / Order and actual Capacities.
- e. NHAI-entities 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)

Technical Proposal

From:

(Name & Address, Contact details of the bidder)

To

Shri Rajesh Kumar Singh

Chief Human Resource Officer,

National Highways Infra Investment Managers Private Limited (NHIIMPL),

Level 6, G 5 & 6, Sector 10, Dwarka,

New Delhi:110075, INDIA

Subject: Request for Proposal (“RFP”) issued by National Highways Infra Investment Managers Private Limited (NHIIMPL) for empanelment of service provider for manpower requirement for National Highways Infra Investment Managers Private Limited (NHIIMPL) National Highways Infra Trust (NHIT) and SPVs under National Highways Infra Trust, collectively referred as “NHIT-entities.”

Section A: General Information

- (i) Profile of the Service Provider/Bidder with full particulars of the constitution, ownership and business activities of the prospective Bidder.
- (ii) Commitment(s) which shall act either as a constraint or as a conflicting interest in the proposed assignment (if any).

Section B: Technical Information

(i) **Technical Evaluation Criteria:**

Technical Evaluation shall be based on the Technical Bid submitted by the Bidders and the presentation made by the Bidder and shall be carried out on a maximum score of 100 as per the details/break up brought out hereunder.

Sl. No.	Criteria	Maximum Points
I.	Experience in Similar works. a) Less than 5 years: Not Eligible (50% Relaxation may be provided if Service Provider/Bidder is registered under Startup India a GOI scheme). b) 5 years to less than 7 years: 25 marks c) 7 years to less than 10 years: 30 marks d) More or equal than 10 years: 40 Marks	<u>40</u>
II.	Turnover of the company: a) Less than 100 Lacs: Not Eligible (50% Relaxation may be provided if Service Provider/Bidder is registered under Startup India a GOI scheme). b) From 1 crore to less than 2.5 Crore: 10 marks c) From 2.5 crores to less than 5 Crores: 15 marks d) More than 5 Crore: 20 marks	<u>20</u>
III.	Resources Managed by Company a) Less than 500 Not eligible b) 500 To 1000 Resources – 10 Marks c) 1001 to 5000 Resources – 15 Marks d) More than 5000 Resources – 20 Marks	<u>20</u>
IV.	Presentation by the Bidder: a) Approach & methodology – 10 Marks. b) Award and recognitions - 10 Marks	20
Total points for technical criterion (ST)		100

- The Technical Proposal shall be submitted along with all relevant proofs and supporting documentation/ information for each response.
- The Bidder should have a minimum technical score of 60 marks as per their Technical Bid submitted. The financial bid of only those bidders shall be opened who score minimum 60 qualifying marks.”

Section 4: - Form of Financial Proposal

(On the letter head of the bidder)

Financial Proposal

From:
(Name & Address, Contact details of the bidder)

To
CHRO,
National Highways Infra Investment Managers Private Limited (NHIIMPL),
Level 6, G 5 & 6, Sector 10, Dwarka,
New Delhi:110075, INDIA

Subject: Request for Proposal (“RFP”) issued by National Highways Infra Investment Managers Private Limited (NHIIMPL) for empanelment of service provider for manpower requirement for National Highways Infra Investment Managers Private Limited (NHIIMPL) National Highways Infra Trust (NHIT) and SPVs under National Highways Infra Trust, collectively referred as “NHIT-entities.”

Financial offer on firm basis must be submitted in the following manner (as given below):

We, Quote below our service Fees for Establishing Technological Ecosystem as under:

S. No.	Particulars	Amount in INR (Ex. Tax)	Qty.	Total in INR
1	Services Charges for providing manpower as per requirements of NHIT Entities with fully compliant as per laws stated in RFP document.			
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. The minimum amount of fee to be quoted is Rs. 1.
2. All the sums payables shall be subject to the deduction of applicable taxes.
3. On payment milestones payment would be released less the GST component.
4. The GST component would be released on production of proof of payment.

Section 5: - Undertakings

(On the letter head of the bidder)

To be provided with the Financial Bid.

We undertake that: -

1. We are eligible to act as Service Provider/Bidder for Manpower Supply.
2. We have a valid registration certificate, issued by the Competent Authorities.
3. We have not been blacklisted or declared as ineligible to act as Service Provider/Bidder Firm by the Central Government, the State Government or any public undertaking, autonomous body, Authority by whatever name called under the Central or the State Government.
4. The proposal submitted hereunder shall remain valid for a period of at least 120 days from the last date for submission of proposal.
5. No other cost/ expenses/taxes/levies shall be payable by NHIT-entities except mentioned in financial proposal.
6. Submission of the proposal by the Bidder shall constitute acceptance by the Bidder of all the terms and conditions mentioned in this Request for Proposal. In the event of any contraction in the terms and conditions as mentioned in RFP, NHIIMPLs decision shall prevail.

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

Date & Place:

**Signature(s) and name(s) of
Authorized Signatory with Seal**