

NATIONAL HIGHWAYS INFRA PROJECTS 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 Projects Private Limited for Construction of Median & Saucer drain in between Km. 1010+000 to Km. 1024+000 BHS on Chittorgarh Bypass to Kota Section (from Km 891+929 to Km 1052+429) of NH-27 in the State of Rajasthan.

BID SUMMARY		
1.	Last date and time for receipt of Bidding Documents	14 th March 2024 up to 17:00 Hrs.
2.	Date and Time of Opening of Bids	At 18:00 Hrs. on 14 th March 2024
3.	Place of opening of Bids	NHAI – HQ (Old Building), G 5 & 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 PROJECTS PRIVATE LIMITED

G 5 & 6, Sector 10, Dwarka, New Delhi – 110 075, India

Phone: 91-011-25074100 & 25074200; Extn – 3632

Email: Procurement@nhit.co.in

Date: 05 March 2024

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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 Selection of **for construction of Median & Saucer drain in between Km. 1010+000 to Km. 1024+000 BHS on Chittorgarh Bypass to Kota Section** of National Highways Infra Projects Private Limited (NHIPPL).

NHIPPL 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) for any project/ services/work/transaction. 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 Letter of Award without incurring any liability towards the Bidders.

The Bidders shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NHIT-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 Projects Private Limited (hereinafter referred to as “NHIPPL”) on behalf National Highways Infra Trust (hereinafter referred to as “NHIT” or “InvIT”), invites bids from for Construction of Median & Saucer drain in between Km. 1010+000 to Km. 1024+000 BHS on Chittorgarh Bypass to Kota Section for National Highways Infra Projects Private Limited (NHIPPL).
2. Vendors will be selected under the Quality and Cost Based Selection Method as described in this RFP and in accordance with the practices of InvIT.
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 NHA InvIT at <https://www.nhaiinvit.in/procurement/index.html>
5. Bidder shall submit the following documents.
 - 5.1 Copy of PAN Card.
 - 5.2 Complete Company profile.
 - 5.3 Firms Experience supported with the sufficient documentary proofs.
 - 5.4 GST Registration Certificate.

Sr. No.	Name of work	Estimated Cost (Ex. GST) (Rs. In Lac)	Performance Bank Guarantee (In Lacs)	Average annual turnover for the last 3 Financial Years (Rs. In Lac)	Time of Completion
1	Construction of Median & Saucer drain in between Km. 1010+000 to Km. 1024+000 BHS on Chittorgarh Bypass to Kota Section (from Km 891+929 to Km 1052+429) of NH-27	100.00	5.00	200.00	02 Months

6. Brief Description of Bidding Process

- 6.1 NHIPPL has adopted a two-stage evaluation process for selection of the Bidder(s) for Construction of Median & Saucer drain at Chittorgarh Bypass Kota Road Project (CKRP), 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/ hard/spiral bound) in the manner specified, and before the date and time specified herein.
 - 6.2 After the submission of the Technical Bids, each of the responsive Bidders may be invited to make a presentation of their proposal to NHIPPL. The date and time of presentations would be intimated to Bidders separately by NHIPPL through email if required. The Presentation shall be made through either video-conferencing facility or in person meeting at NHIPPL office at New Delhi.
 - 6.3 Only those Bidders whose Technical Bids are found to be responsive and meeting the Minimum Eligibility Criteria (hereinafter referred to as “Technically Qualified Bidders”) in terms of this RFP, shall be invited to participate in the opening of their Financial Bids. The Technically Qualified Bidders may send their authorized representatives along with an authorization letter on the letter head of the bidder for participation in the opening of the Financial Bid. The date and time of opening of Financial Bids of such Technically Qualified Bidders, will be informed to them separately by NHIPPL through email or uploaded on the NHA InvIT 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.
 - 6.4 The Financial Bid of each technically qualified bidder shall be opened and evaluated.
7. 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 NHIPPL for construction of Median & Saucer drain in between Km. 1010+000 to Km. 1024+000 BHS on Chittorgarh Bypass to Kota Section for National Highways Infra Projects Private Limited (NHIPPL)."

8. Successful Bidder represents and warrants to the NHIPPL 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 NHIPPL 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.
- The signatory to this agreement has due authority and power in its favor to execute this Agreement and bind and such authority and power is still valid and subsisting.
- This Agreement constitutes legal, valid and binding obligations of such Party enforceable in accordance with its terms; and
- The execution and delivery of, and the performance of obligations under and in compliance with the provisions of this Agreement will not result in: (i) a violation of any terms and conditions of Articles of Association, Memorandum of Association or any other relevant charter documents of respective party whereby the respective Parties are constituted; or (ii) a breach of, or constitute a default under, any instructions to which it is a party or by which it is bound; or (iii) a violation of any law or regulation in any jurisdiction having the force of law or of any order, judgment or decree of any court or governmental agency or agreement to which it is a party or by which it is bound.
- That the successful Bidder is not misleading NHIPPL 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 NHIPPL's reputation.
- That the successful Bidder will immediately notify NHIPPL 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 NHIPPL'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 NHIPPL during the evaluation process or engage in any uncompetitive behavior or other practice which may deny legitimate business opportunities to other successful Bidders.

9. **Non-Disclosure Agreement**

As the successful bidder will have access to the data of the NHIMPL, the NHIPPL 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 NHIPPL. Breach of the same will result in cancellation of the agreement apart from other remedies which shall be available to the NHIPPL against the bidder. If the NHIPPL 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.

10. **Force Majeure –**

A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). In the case of a FM, the contract frees both parties (NHIPPL & 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, NHIPPL 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.

11. **Address for Communication:**

Shri Arun Kumar Jha
Head SPV,
National Highways Infra Projects Private Limited,
G-5 & 6, Sector- 10, Dwarka, New Delhi, 110075, India.
Email: procurement@nhit.co.in

12. **Schedule of Bidding Process:**

The NHIPPL 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.	Date of Issuing the RFP	05 March 2024 up to 17:00 Hrs.
2.	Last date for receiving queries from bidders	08 March 2024 up to 17:00 Hrs.
3.	Pre-Bid Meeting	No pre-bid meeting. The bidders have to submit their queries through email which will be replied at NHA InvIT website/ through email.
4.	NHIPPL's response to queries latest by	11 March 2024 up to 18:00 Hrs.
5.	Bid due date (Last date for bid submission)	14 March 2024 up to 17:00 Hrs.
6.	Opening of Bids	At 18:00 Hrs. on 14 March 2024 at NHIPPL Office, New Delhi

Section 2. Instruction to the Bidders

1. Introduction:

- 1.1. National Highways Authority of India (“NHA”), being the Sponsor of NHIT settled the NHIT 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. NHIPPL has been appointed as the Investment Manager of the NHIT.
- 1.2. 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 (“NHIPPL”) from NHA. The said Units were listed on both BSE and NSE on the 10th of November 2021.
- 1.3. NHIPPL, an entity of NHIT, had entered into five (5) independent Concession Agreements with the NHA for concessions of each of the toll roads. The Concession Agreements provide NHIPPL the right to collect tolls for a period of 30 years from users of each Toll Road w.e.f Dec. 16, 2021.
- 1.4. Subsequently NHIPPL had entered into three (3) independent Concession Agreements with the NHA for concessions of each of the toll roads. The Concession Agreements provide the NHIPPL the right to collect tolls for a period of 20 years from users of each Toll Road w.e.f October 29, 2022.

2. Proposal

- 2.1. NHIPPL seeks proposals for construction of Median & Saucer drain in between Km. 1010+000 to Km. 1024+000 BHS on Chittorgarh Bypass to Kota Section for National Highways Infra Projects Private Limited (NHIPPL) as per scope of work given in Section 3 – Scope of Work of the RFP document (“Services”).

3. Clarification and Amendment of RFP Documents

- 3.1. Bidders may request for clarifications on up to the time mentioned in Section 1. Any request for clarification must be sent in writing to NHIPPL’s address indicated in the RFP or by e-mail to **procurement@nhit.co.in** . NHIPPL will respond in writing, or by e-mail/ uploading responses on website or will send written copies of the response to all Bidders. Should NHIPPL 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 NHA-InvIT.
- 3.2. At any time before the submission of the Bids, NHIPPL 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 NHA InvIT at <https://nhaiinvit.in/> which will be binding on all Bidders. To give Bidders reasonable time for considering the addendum/ amendment in their Bids, NHIPPL 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

The proposal shall be submitted as indicated below:

- 4.1. Envelope I containing the Technical Bid of the “Construction of Median & Saucer drain in between Km. 1010+000 to Km. 1024+000 BHS on Chittorgarh Bypass to Kota Section”. The proposal should be in the manner and format as prescribed in RFP Section 4 - Form of Technical Bid.
- 4.2. Envelope containing the Financial Bid of the “Construction of Median & Saucer drain in between Km. 1010+000 to Km. 1024+000 BHS on Chittorgarh Bypass to Kota Section”. The proposal should be in the manner and format as prescribed in Section 5 – Form of Financial Bid. Please note that proposals with any conditionality will be summarily rejected.
- 4.3. Proposals (i.e., the aforesaid outer envelope (containing the Technical and Financial Proposal) marked as “BID-Proposal for construction of Median & Saucer drain in between Km. 1010+000 to Km. 1024+000 BHS on Chittorgarh Bypass to Kota Section for National Highways Infra Projects Private Limited (NHIPPL) 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 30 days thereafter**. The proposal should be signed by the authorized signatory of the Bidder, supported by the relevant authorization

document from the Bidder firm in his name. 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.

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 into 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. NHIPPL 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 responsive Bidders may be invited to make a presentation of their proposal to NHIPPL. The date and time of presentations would be intimated to Bidders separately by NHIPPL through email if required. The Presentation shall be made either through video-conferencing facility or in person meeting at NHIPPL office.
 - 6.3. Financial Bid of non-responsive Bidders shall not be opened.
 - 6.4. The 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. NHIPPL will subsequently examine and evaluate the Bids in accordance with the provisions set out herein.
 - 6.5. To assist in the examination, evaluation, and comparison of Bids, NHIPPL 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 NHIPPL in the evaluation of the Bids.
 - 6.6. 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.
 - 6.7. Except in case any clarification is asked by NHIPPL, no Bidder shall contact NHIPPL 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 NHIPPL, it should do so in writing at the address prescribed in the Notice Inviting Tender.
7. Prior to evaluation of the Bids, the NHIPPL shall determine whether each Bid/Proposal is responsive to the requirements of this RFP document. A Bid will be declared non-responsive in case:
- 7.1. If a Bidder submits more than one Bid against this RFP.
 - 7.2. The physical bid submissions are incomplete/ inadequate to the requirements of the RFP Documents.
 - 7.3. Documents are submitted loose (Without Envelop).
 - 7.4. If in case the Power of Attorney or the Authority Letter is not provided as per Paragraph 16 of this Section.
 - 7.5. If a Bidder submits a conditional Bid or makes changes in the terms and conditions given in this RFP document.
 - 7.6. Failure to comply with all the requirements of RFP document by a Bidder.
 - 7.7. If the Bid is not submitted in the formats prescribed in the RFP document.
 - 7.8. If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the bids and the same may lead to Bid being declared as non- responsive.

7.9. If the envelope containing physical submission is not sealed and marked as prescribed in the RFP document.

7.10. A Bid valid for a period of time 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 NHIPPL strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. No two Bidders can have the same constituents or any such arrangement pursuant to which any third party is in a position to have access to confidential information of each other.

9. Fraud & Corruption

9.1. Bidders would be required to observe the highest standard of ethics during the selection and execution of such work. NHIPPL 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 NHIPPL and includes collusive practices among bidders (prior to or after submission of proposals) and to deprive the NHIPPL of the benefits of free and open competition.

9.2. NHIPPL will reject a proposal for Selection 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. NHIPPL 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 NHIPPL 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. Bidder (Insurer) Eligibility Criteria To be considered for selection by the NHIPPL, the bidders should meet the following criteria: Table.

S. No.	Criteria	Documents to be submitted
1	Well established and reputed Agency/Firms/ Company which are Registered/having valid license issued by central govt./state govt. Agencies'.	Copies of valid license issued by respective Government Agencies.
2	The Agency/Company should have been work implementation experience for period of Three years for which they are submitting their Bids.	Certification issued by the Client/ Self-Declaration of such work completed in last three years.
3	The Applicant should not have been blacklisted/ barred/ disqualified by any regulator/ statutory body in the past 3 years	Self-Declaration

11.2. The Bidder/ Company should have cumulative revenue/ turnover of minimum Rs 500.00 Lacs during the last three Financial Years ending 31/03/2021, 31/03/2022 and 31/03/2023. Certified copies of financial statements or certificate of turnover from Statutory Auditor/ Chartered Accountant of the Bidder to be submitted along with the bid.

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

11.4. The Bidder should have a minimum technical score of 60 marks as per evaluation criteria mentioned in Section 4 including their presentation scores. Only those bidders who score the minimum 60 marks shall be considered as Technically Qualified Bidder.

12. Dis-Qualification Criteria:

The company 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, debarred by CPSU/ SPSU/ Government companies/ Government organizations/ regulatory authorities for corrupt and fraudulent practices or blacklisted.

13. Technical Evaluation Criteria:

- 13.1. Technical Evaluation shall be based on the Technical Bid submitted by the Bidders as per Section 4 - Form of Technical Proposal.
- 13.2. 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.
- 13.3. The Technical Proposal shall be submitted in physical form along with all supporting documentation/ information as mentioned along with the criteria.
- 13.4. The presentation need not be included in the Technical Proposal. The Presentation shall be made as per schedule communicated by NHIPPL and a copy of presentation to be submitted on email at the time of presentation.
- 13.5. The Presentation shall cover the following and shall be evaluated accordingly:
- 13.6. The Bidders would be evaluated on the criteria mentioned in Section 4 based on their Proposals received and shortlisted for the purpose of opening their Financial Bids.

14. Financial Proposal

- 14.1. After the short listing of Bidders based on their Technical Proposal including the presentation, 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 on NHA InvIT Website.
- 14.2. 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.

15. Procedure for Selection of Agency/Firm

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

$$S = TS + FS$$
- 15.3. NHIPPL proposed to appoint One Contractor.
- 15.4. The combined score on the basis of 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 first Service Provider for NHIPPL.
- 15.5. 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 be assigned a higher rank. Further, in case the tied Bidders also have a tie in their technical scores, the relative rankings would be determined basis the Bidder with higher Criteria

3 score obtained as per its Technical Proposal (Section 4).

15.6. The appointment of contractor/firm will be done by NHIPPL at its own discretion. Accordingly, NHIPPL has the right to award the work to any of the contractor/firm, depending on the exigencies, nature and magnitude of the Work.

16. Payment Structure:

The contractor/firm shall be paid as per the below mechanism:

Description of Work	Invoices will be paid on actual completion of work.
construction of Median & Saucer drains in between Km. 1010+000 to Km. 1024+000 BHS on Chittorgarh Bypass to Kota Section (from Km 891+929 to Km 1052+429) of NH-27 in the State of Rajasthan.	

17. Documents to be submitted along with the Bid

- 17.1. 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.
- 17.2. Bid in the form provided in the RFP duly signed by the authorized representative of the bidder on all pages.
- 17.3. Detailed profile of the Bidder certified by Authorized Signatory of the Bidder
- 17.4. Documents in support of the claims of Bidder regarding eligibility/ experience duly signed by the authorized representative of the bidder on all pages. NHIPPL may ask for 3rd party certificates from the Bidder(s), at a later stage.
- 17.5. 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 financial proposal as per Section 4 – Form of Financial Proposal.
- 18.2. The Premium quoted should be unconditional.
- 18.3. NHIPPL shall pay the Successful agency/firm the applicable payment as detailed in Section 2 above, as sole compensation for the performance of the Services/work.
- 18.4. The Payment shall be payable as per payment schedule after submission of appropriate tax invoice.
- 18.5. All the expenses including those related to the scope of work, travelling, manpower, or any other out-of-pocket expense shall be borne by the Bidder.

19. Key Terms and Conditions of Selection

- 19.1. NHIPPL reserves the right to curtail or extend the validity period of Contractor.
- 19.2. NHIPPL will have the right to remove any Contractor without assigning any reason whatsoever and without any cost & compensation therefore NHIPPL also reserves the right to replace/remove/ appoint any new contractor for an ongoing or future Work/Services at any stage of the work/services Period.
- 19.3. The appointed Agency/Firm is/are expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to NHIPPL's Interest.
- 19.4. Each appointed agency/firm will maintain confidentiality on matters disclosed.
- 19.5. The reports/ opinions/ presentations submitted by the agency/firm as part of its work/Services shall be the property of the NHIT/ NHIPPL and it can be repeatedly used by NHIT/ NHIPPL for its disclosed and undisclosed purposes.

20. Dispute Resolution

- 20.1. 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 NHIPPL and the remaining disputing party(ies) appointing one arbitrator and the two arbitrators so appointed appointing a third

arbitrator. Provided that if 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(ies) and such Selection shall be final and binding on the other disputing parties. The venue of the arbitration shall be at New Delhi.

Section 3: Scope of work

Request for Proposal (RFP) for for construction of Median & Saucer drain in between Km. 1010+000 to Km. 1024+000 BHS on Chittorgarh Bypass to Kota Section for M/s National Highways Infra Projects Pvt. Ltd

As mentioned in the Annexures.

Name of the Equipment	Quantity (Nos)
JCB	04
Concrete Mixer	04
Vibrator (Needle Type 40 mm)	08
Paint Applicator	03
Molding machine for Cladding work	03
Generator set (63/100/250 KVA)	04
Tipper/Trucks	06
Water Tanker	04

GENERAL TERMS AND CONDITIONS

1. The agency/firm is solely responsible for ensuring the timely submission of their Bids at our office.
2. The agency/firm shall not sublet, subcontract, transfer or assign the package and should offer Terms with 100% Carrying Capacity.
3. The undersigned reserve the right to reject any or all bids without assigning any reason or whatsoever.

Section 4:- Form of Technical Proposal

(On the letter head of the bidder)

TECHNICAL PROPOSAL

To

Shri Arun Kumar Jha

Head SPV,

National Highways Infra Projects Private Limited,

G 5 & 6, Sector 10, Dwarka, New Delhi, India

Subject: Request for Proposal (“RFP”) issued by National Highways Infra Projects Private Limited for construction of Median & Saucer drain in between Km. 1010+000 to Km. 1024+000 BHS on Chittorgarh Bypass to Kota Section (from Km 891+929 to Km 1052+429) of NH-27 in the State of Rajasthan.

Section A: General Information

- (i) Profile of the organization with full particulars of the constitution, ownership, and business activities of the prospective Service Provider.
- (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

S. No	Evaluation criteria & scoring guidance	Maximum Marks
1	Experience in Similar Fields (Min. 3 years) 03 Years up to 5 Years – 15 Marks More than 05 Years up to 7 Years – 20 Marks Above 07 Years – 25 Marks	25
2	Number of Projects (Minimum 02 Projects) 02 to 04 Projects – 20 Marks 05 to 08 Projects – 25 Marks More than 08 Projects – 30 Marks	30
2	Turnover (Min. 200 Lac/Annum) 200 Lac/Annum to 400 Lac/Annum - 15 Marks 401 Lac/Annum to 600 Lac/Annum – 20 Marks 601 Lac/Annum and above – 25 Marks	25
3	Number of Employees (Min. 15 Employees) 15 to 25 Employees – 10 Marks 26 to 40 Employees – 15 Marks 41 and above – 20 Marks	20
	Total Technical Score	100

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 NHIPPL’s decision shall prevail.

Name & Signature of Bidder’s Authorized Signatory

(Name of Authorized Signatory, Designation, Name of the Organization, Address & Communications details (including Phone, Mobile, Email, Fax))

Date:

Section 4: - Form of Financial Proposal

(On the letter head of the bidder)

FINANCIAL PROPOSAL

To

Shri Arun Kumar Jha

Head SPV

National Highways Infra Projects Private Limited,

G 5 & 6, Sector 10, Dwarka, New Delhi, India

Subject: Request for Proposal (“RFP”) issued by National Highways Infra Projects Private Limited for construction of Median & Saucer drain in between Km. 1010+000 to Km. 1024+000 BHS on Chittorgarh Bypass to Kota Section (from Km 891+929 to Km 1052+429) of NH-27 in the State of Rajasthan.

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

S. No	Particulars	Premium (in INR) Excl GST
1		[•]
2		[•]
3		[•]
4		[•]

Name & Signature of Bidder’s Authorized Signatory

From Bidders

(Name of Authorized Signatory, Designation, Name of the Organization, Address & Communications details (including Phone, Mobile, Email, Fax))

Date:

Section 6: - 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 30 days from the last date for submission of proposal.
2. No other fees/ cost/ expenses/taxes/levies shall be payable by NHIPPL/ NHIT or any of its associated entity for the Services rendered by Bidder/Selected Agency/Firm except as mentioned in Financial Proposal and the **OPE** expenses as mentioned in the RFP.
3. 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 appointment. 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.
4. The Bidder does not have any conflict of interest which is prejudicial to the scope of work. Further, the bidder will ensure that no such business or professional activities will be carried out by it, which may affect the interest of NHIPPL.
5. The Bidder has adequate infrastructure, personnel, resources to carry out the required Services and are eligible for acting as agency/form for construction of the for implementation of Median & Saucer drain. The Bidder has understood the scope of work properly and shall comply with the terms of engagement.
6. No bankruptcy/ liquidation proceedings have been initiated against the Bidder by any entity/ government agency/ quasi-government agency/ PSU and there is no material case/ proceeding against the Bidder/ its Directors that is likely to have significant impact on its business as selected Bidder / Firm or on its deliverables pursuant to this Bid/ RFP.
7. All the information submitted as part of the Bid is true and correct.

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

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

Date:

Enc. – Annexure 1