



सड़क परिवहन और राजमार्ग मंत्रालय
MINISTRY OF ROAD TRANSPORT & HIGHWAYS

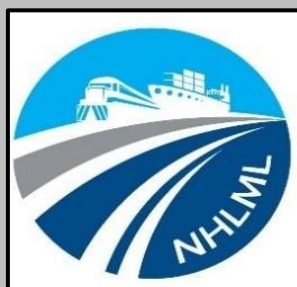
भारत सरकार

Government of India

NATIONAL HIGHWAYS LOGISTICS MANAGEMENT LIMITED

(a 100% owned Company of NHAI)

(MINISTRY OF ROAD TRANSPORT & HIGHWAYS)



REQUEST FOR PROPOSAL (RFP)

FOR

Facility Services as User Fee Collection Agency for Varanasi ropeway project from Varanasi Cantt. Station to Godowlia Chowk in the state of Uttar Pradesh

(e-Tender Mode only)

National Highways Logistics Management Limited

**2nd Floor, D-21, Corporate Park, Dwarka, Sector-21,
New Delhi, Delhi - 110077**

July, 2026

(SECTION-I)
NOTICE INVITING TENDER
(E-TENDERING MODE ONLY)

SECTION-I
Notice Inviting Tender
(National Competitive Bidding through e-Tendering mode only)

NIT No: NHLML/RO-VARANASI/Facility-Tender/1/2026-27 dated 20.07.2026

1. The National Highways Logistics Management Limited (the “Authority”) is engaged in the Development, Operation & Maintenance of Varanasi Ropeway as part of National Ropeways Development Programme - Parvatmala Pariyojana, and as part of this endeavor, the Authority has planned to collect the Fare / User Fee through an Agency (the “Facilitator”) for the Ropeway Project from Varanasi Cantt. Station to Godowlia Chowk in the State of Uttar Pradesh. The NHLML hereby invites the Bid and has decided to invite the Bids on e-Tender basis for selection of the Facilitator to whom the work of User Fee Collection (the “Project”) may be awarded. Details of the project are added in data sheet. The Brief particulars of the Project are as follows:

Sl. No.	Description of work	No. of Stations at which Manpower is Required	Bid Security
(1)	Facility Services as User Fee Collection Agency for Varanasi ropeway project from Varanasi Cantt. Station to Godowlia Chowk in the state of Uttar Pradesh	4 Stations [Varanasi Cantt.; Vidyapeeth; Rath Yatra; Godowlia Chowk]	₹ 17,50,000/-

- **Cost of Bid Document (Non-Refundable) [including GST] : Rs.5,900/-**

Note: A copy of valid NSIC registration certificate or MSME certificate should be attached for claiming exemption from payment of bid security. However, payment of tender fee shall be compulsory without which bid will be rejected.

2. The eligibility requirements of bidding firm / facilitator for above works is detailed out in Section II, Clause 4.
3. To participate in the E-Bid submission, it is mandatory for the bidders to get themselves registered with the NHAI e-Tendering Portal (<https://etenders.gov.in>) to get a user ID & Password free of cost through online mode only. Validity of online registration is for one year.
 - a) After making the online payment, bidders have to send e-mail intimation at the e-mail address: support-eproc@nic.in.
 - b) All profile activations will be done only during NHAI working days.
 - c) No profile activations will take place during NHAI Holidays & gazette holidays.
 - d) The tender can be viewed/ downloaded from NHAI e-tendering portal (<https://etenders.gov.in>) free of cost till prescribed last date & time for submission of the Bids.

The following may be noted: -

- i) Applications can be submitted only during the validity of registration with the NHAI e-Tendering Portal being managed by National Informatics Centre (NIC)

i.e. <https://etenders.gov.in>.

- ii) The amendments/clarification to the tender, if any, will be posted on the NHAI e-Tendering Portal (<https://etenders.gov.in>).
- e) To participate in bidding, bidders have to pay online the **Application/Document Fee (non- refundable) to National Highways Logistics Management Limited (NHLML)** for amount of **Rs. 5,900/- (Rupees Five Thousand and Nine Hundred Only) including GST** specifying the tender ID and Bid due date to NHLML.

Sr. No.	Particulars	Details
1.	Name of Beneficiary	National Highways Logistics Management Limited
2.	Bank Branch	D-1, Shopping Centre No. 1 Vasant Vihar New Delhi
3.	Name of Bank	HDFC Bank
4.	Account No.	50200105144004
5.	IFSC Code	HDFC0000011

- f) Cost of Bid Security.
- g) Bidders have to use CLASS III DSC with Signature and encryption Component.
- h) The authorized signatory holding Power of Attorney shall only be the Digital Signatory. **In the case of Authorized Signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered as Non-Responsive.**

If the Applicant has already registered with NIC for NHAI e-Tendering Portal usage and validity of registration has not expired, then such applicant does not require fresh registration.

For any clarifications on the above, may contact 0120-4200462, 0120-4001002 or send email at the address: support-eproc@nic.in

4. The detailed tender document can be viewed/downloaded from the website <http://etenders.gov.in> free of cost from **20.07.2026 to 04.08.2026 (up to 15:00 Hrs.)** after furnishing the payment particulars. The bidders shall furnish the details of demand draft against the cost of bid document and bid securing declaration at the time of submission of e-bid.
5. The amendments/addendums/clarifications to the bid document if any will be hosted on the above website.
6. The bid should be submitted online in the prescribed format given in the website. No other mode of submission would be accepted.
7. **Schedule of Bidding Process:**
The Authority shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date
1.	Invitation of RFP (NIT)	20.07.2026

2.	Last date for receiving queries	28.07.2026 upto 18:00 IST
3.	Pre-BID meeting through Hybrid Mode	To be Notified
4.	Authority response to queries latest by	To be Notified
5.	Last date of Request for BID Document	04.08.2026 at 15:00 IST
6.	BID Due Date	04.08.2026 at 15:00 IST
7.	Opening of Technical BIDs at venue	05.08.2026 at 15:30 IST
8.	Declaration of eligible / qualified Bidders	Shall be notified
9.	Opening of Financial BID	Shall be notified
10.	Physical Submission of originals Bid Security, POA for signing the Bid and experience certificates apostille at foreign origin, if any	Before issuance of Letter of Acceptance (LOA) to the Lowest Bidder by the Authority. However, while submitting Bid Security via Account Payee demand draft, Fixed Deposit Receipt or Banker's Cheque, it is to be ensured by the Bidder that Account Payee demand draft, Fixed Deposit Receipt or Banker's Cheque are submitted physically latest by 04.08.2026 (upto 15:00 IST).
11.	Letter of Acceptance (LOA)	Shall be notified
12.	Return of signed duplicate copy of LOA	Next Day of issuance of LOA
13.	Validity of BID	120 days from BID Due Date
14.	Submission of Performance Security (PS) and Additional Performance Security (APS), if any	Within 15 days of receipt of LOA.
15.	Signing of Agreement	Within 30 days from the receipt of LoA.

For any clarification, the office of the undersigned may be contacted.

Chief Finance Officer,
National Highways Logistics Management Limited
2nd Floor, D-21, Corporate Park, Dwarka, Sector-21,
New Delhi, Delhi - 110077
e-Mail: cfo@nhlml.org ; ropeways-nhlml@nhlml.org

(SECTION-II)
Terms and Conditions Including Eligibility Criterion of the Bid

SECTION-II:
(Terms and Conditions Including Eligibility Criterion of the Bid)

1- INSTRUCTIONS TO BIDDERS (ITB)

A. General

1. Scope of Work

1.1 The National Highways Logistics Management Limited (NHLML) hereinafter called "Authority" invites bids through the process of e-Tendering for **Facility Services as User Fee Collection Agency for Varanasi ropeway project from Varanasi Cantt. Station to Godowlia Chowk in the state of Uttar Pradesh** (as defined in these documents, hereinafter referred to as "the Works") as detailed in the bid document.

1.2 The work consists for providing Facility Services as User Fee Collection Agency for Varanasi ropeway project from Varanasi Cantt. Station to Godowlia Chowk in the state of Uttar Pradesh as detailed in the Technical Specifications, Scope of Work.

1.3 The works under this Contract shall be carried out in accordance with the bidding documents constituting the contract and shall consist of various salient items as generally described below:

1.4 Availability of the Project Area:

The successful bidder shall deploy its staff/personnels as determined by the Regional Office/Project Office of NHLML at 4 Stations i.e. Varanasi Cantt., Vidyapeeth, Rath Yatra & Godowlia Chowk of Ropeway developed by NHLML through its Concessionaire.

1.5 Subject to the terms of this Agreement, the Facilitator shall commence the User Fee Collection Services on the Appointed Date and shall continue to provide the Services for an initial period of 1 year, extendable for 1-year period for maximum of 2 times i.e. 2 additional years on a year-to-year basis therefrom, unless terminated earlier in accordance with the provisions of this Agreement.

For the purposes of this Agreement, the "Appointed Date" (AD) shall mean the later of (i) the date of execution of this Agreement, (ii) the date of commencement of ropeway operations, or (iii) the date of handover of the ropeway station(s) to the Facilitator for commencement of User Fee Collection Services.

Failure of the Facilitator to commence or perform the Services from the Appointed Date shall entitle NHLML to terminate the Agreement and forfeit the Performance Security.

1.6 The NHLML shall deploy an officer acting as the Employer's representative.

2. Deleted

3. Eligible Bidders

3.1 This invitation for bids is open to bidders with relevant experience, as stipulated at

Clause 4 below.

- 3.2 Bids from joint ventures, consortiums, combination or any sort of arrangement between two or more than two entities are not allowed and such bid shall be treated as Non-Responsive.

4. QUALIFICATION OF THE BIDDERS & SUPPLY OF INFORMATION

- 4.1 To be qualified for award of Contract, bidders must upload the scanned duly digitally signed copies of the following documents along with online bid document containing all the prescribed documents.

- a) Achieved an average financial turnover of at least Rs. 2.50 Cr. during the last three years ending 31st March 2026 duly certified by a registered Chartered Accountant, in the Format attached at Annexure-VI. The Chartered Accountant should have his/her registration number allotted by ICAI.
- b) The Bidder shall have a minimum positive Net Worth (the “Financial Capacity”) at the close of the preceding financial year (31st March 2026), and provide details as per format at Annexure - VI
- c) Submit a written Power of Attorney duly authorizing the signatory of the bid to commit the bid. The Power of Attorney is also required to be given on a stamp paper of requisite value and in the format (**Annexure-I**), duly notarized by the Public Notary.
- d) To qualify for award of the Contract, the bidder should have successfully & timely completed Works of similar nature with minimum supplied:
 - i. 03 contracts of not less than one year duration of supplying manpower for user fee collection services with minimum monthly average of 25 persons each for the duration of the contract; OR
 - ii. 02 contracts of not less than one year duration of supplying manpower for user fee collection services with minimum monthly average of 50 persons each for the duration of the contract; OR
 - iii. 01 contract of not less than one year duration of supplying manpower for user fee collection services with minimum monthly average of 75 persons for the duration of the contract;

in last Five (05) years preceding Bid Submission Date (Suggested Proforma given in Annexure VI and Appendix 1 to Annexure VI) in Government Organization, Public Sector Undertaking, Autonomous Body duly funded by Govt. of India/ State Govt., Private Sector of repute only. In addition to the prescribed experience certificate format, work orders issued by the aforesaid competent authorities shall also be accepted, provided such work orders clearly mention the scope of work, contract value/amount, manpower deployed, and the start and end dates of the assignment. Facilitator should submit documentary evidence, Letter of Award, copy of contract agreement, and certificates of satisfactory completion of work from the previous Employer otherwise, the experience will not be considered for evaluation and the bids will be rejected. Works of “**Similar nature**” means providing manpower services of skilled and unskilled manpower for collection of User Fees for Infrastructure Projects like Highways, Expressways, Buses, Metro

Rails, Railways, Ropeways and RRTS in Govt. organization/Public Sector organizations/Autonomous Body, Private Sector of repute only, but does not include catering services etc. Timely completion means, the work should have been successfully completed and date of completion should fall before the date of submission of Bid.

- e) The bidder should have minimum of **1 years' experience** in the business of manpower and associated services for infrastructure projects like State / National Highways, Buses, Metro Rail, Railways, Ropeways and RRTS as on 31.03.2026 in Government Organization, Public Sectors Undertaking, Autonomous Body, Private Sector of repute only. The Bidder shall submit the Experience Certificates issued by the Client (not below the rank of Executive Engineer or equivalent for working in Govt. Organization. For Pvt. Firm the Experience Certificate shall be substantiated with the copy of Contract Agreement or any other relevant document executed between the two parties).
- f) The bidder shall submit the following information/documents on eligibility and qualification: -
- i) Power of Attorney on a stamp paper of Rs. 100 and duly notarized authorizing to submit the proposal as prescribed in Annexure I.
 - ii) Additional information regarding litigation, debarment, arbitration or blacklisting etc. as prescribed in Annexure II and Appendix-I to Annexure II.
 - iii) Forwarding letter for Proof of Eligibility as per Annexure V stating the Proposal Validity Period.
 - iv) Completed format of Agreement executed by the Bidder in the past for supply of manpower together with certificates etc. as prescribed in Annexure VI and Appendix 1 to Annexure VI
 - v) Completed format of Financial Capability of the Bidder as prescribed in Annexure VI.
 - vi) Details of Bidder together with supporting documents required as per the Technical Criteria as prescribed in Annexure VI.
 - vii) Bid Security as per Annexure XII or Annexure XIII from a Scheduled Bank (to be submitted physically as well).
 - viii) Certificate of Incorporation of the Bidder under Companies Act, 1956 issued by Registrar of Companies. Or Certificate of commencement of business in case of public limited company.
 - ix) A photocopy of the receipt of the payment towards the cost of RFP Document is to be enclosed. This amounts to Rs. 5,900/- (Rupees Five Thousand and Nine Hundred Only) including 18% GST through online/SFMS gateway. The details of which are as follows:

Sr. No.	Particulars	Details
1.	Name of Beneficiary	National Highways Logistics Management Limited
2.	Bank Branch	D-1, Shopping Centre No. 1 Vasant Vihar New Delhi
3.	Name of Bank	HDFC Bank

4.	Account No.	50200105144004
5.	IFSC Code	HDFC0000011

- x) The bidder should submit **Affidavits & Power of Attorney** duly notarized by notary on Stamp Paper(s) of requisite value, in original, as per enclosed formats, **without which the bid shall be rejected.**
- xi) Bidder should submit the self-attested photocopies of registration certificates of ESI, PF, PAN No., PPF, Labour license and GST Regn. number duly certified by the authorized signatory. An indemnify bond for any failure on this account may be given by the bidder for 100% of monetary value of the above Statutory deductions w.r.t. number of short-term manpower deployed.
- xii) The Certificate of incorporation of the Company issued by the Registrar of Companies concerned etc.
- xiii) Legal status of Bidder (Proprietorship/Partnership or Pvt. Ltd. firm) [Upload scanned copy of original]
- xiv) Place of registration: _____

Note : (i) Power of Attorney of signatory of Bid [Upload scanned copy & also supply Original copy (in envelop of physical form)]

Apart from the above, the following criteria is also prescribed for selection of Facilitator: -

Sr. No.	Criteria	Supporting Document
(a)	The firm should be registered with the appropriate registration authority and should be in existence for not less than three years before the bid date.	Certificate of Incorporation in respect of the applicant organization issued by Registrar of Companies or a partnership deed duly registered under the Partnership Act.
(b)	Only Income / Revenue from Recruitment (Manpower Services) of the firm shall be considered. Revenue from other business will not be considered	Copies of audited balance sheet/CA Certificate should be attached for the last three financial years. Attested copy of the latest IT return filed by facilitator.
(c)	The Facilitator should have been registered with Income Tax and GST departments; Attested copy of PAN Card; Attested copy of GST registration certificate in respect of Manpower Services	Attested copy of PAN Card; Attested copy of GST registration certificate in respect of Manpower Services etc.
(d)	Annual Average Turnover during the last three financial years, ending 31st March 2026 of the previous financial years, should be at least Rs. 2.50 Crore	A certificate from Chartered Accountant (Registered) as a proof of turnover for the last 3 years.

(e)	The Facilitator should be registered with appropriate authorities under the Employees Provident Fund and Employees State Insurance Acts or any other labour authorities including under the Contract Labour (Regulation and Abolition Act).	Attested copy of the Employee Provident Fund registration letter / certificate. Attested copy of the Labour License under the Contract Labour (Regulation & Abolition) Act. Attested copy of the Employee State Insurance registration letter / certificate.
(f)	The Facilitator or any of its partners/directors etc. should not have been blacklisted/debarred by any of the government agencies or department or should not have been found to be guilty of moral turpitude or convicted of any economic offense or with violation of any labour laws etc. by any court or any authority appointed to enforce any labour laws or regulations.	Self-attested declaration by the Facilitator.

4.2 EVALUATION CRITERIA

The Authority shall inform the venue and time of online opening of the Technical Bids. After Technical Evaluation, the Authority will upload the result of Technically Responsive Bidders on e-Tenders portal of NHAI. Thereafter, the Authority will open the Financial Bids of the Technically Responsive Bidders on eTenders Portal, on scheduled date and time & in the presence of the authorized representatives of the Bidders who may choose to attend. The Authority shall publicly announce the Bid Prices quoted by the technically responsive Bidders. The Bidder quoting the Lowest service charge will be awarded the work. Lowest bidder shall be required to physically submit original of documents mentioned in Clause 4.1 before issue of LOA.

4.3 Disqualification

Even though the Bidders may meet the above criteria, they are subject to disqualification for any of the following reasons:

- 4.3.1 Misleading or false representation/declaration made in the Affidavit or in the other forms, statements and attachments submitted and included in Bid application.
- 4.3.2 Record of poor performance such as abandoning the work, rescinding of contract for the reasons which are attributable to the non-performance of the **facilitator**, consistent history of litigation awarded against the applicant or financial failure due to bankruptcy.
- 4.3.3 Has been identified by the Authority as poor performer in implementation of past and/or ongoing MoRT&H/NHAI/NHML works.
- 4.3.4 Deleted

4.3.5 Debarment / Blacklisting

Notwithstanding the above, the Authority may debar or blacklist any of the bidder(s)

for their misleading or false representations in the forms, statements and attachments submitted and included in Bid application for the period to be decided by the NHLML besides taking legal action.

5. One Bid per Bidder

Each bidder shall submit only one bid. A bidder who submits or participates by way of more than one bid in same tender notice, all such bids will be rejected and the bidder will be disqualified for one year.

6. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his E-Bid and the NHLML will, in no case, be responsible or liable for those costs.

7. Site Visit

7.1 The bidder is advised to visit and inspect the Site of Work and its surroundings and obtain all information that may be necessary for preparing the bid and entering into a contract for execution of the Work. The costs of visiting the Site shall be borne by the bidder.

7.2 The bidder and any of its authorized personnel or agents will be granted permission by the NHLML upon request by the bidder in writing to enter its premises and open area inside the premises of NHLML for the purpose of such inspection.

B. Bidding Documents

8. Contents of Bidding Documents

8.1. The set of bidding documents comprises the documents listed below and should be read in conjunction with any Addenda issued.

Section-I	:	Notice Inviting Tender (e-Tendering Mode Only)
Section-II.	:	Terms and Conditions including Eligibility Criterion of the Bid.
Section-III	:	Procedure for e-Tendering
Section-IV	:	Staff Deployment
Section-V	:	Scope of Work
Section-VI	:	General Conditions of Contract
Section -VII	:	Special Conditions of Contract
Section-VIII	:	Form of Application, Integrity Pact, Form of Agreement, Certificate of Compliance with GFR, LOA & Agreement

8.2 The bidder is advised/expected to examine/study carefully the contents of all the above bid documents along with addendum/amendments. Failure to comply with the requirements of bid documents will be at the bidder's own risk. If Bids which are not substantially responsive to the requirements of the bidding documents will be rejected.

9. Clarification of Bidding Documents

A prospective bidder requiring any clarification of the bidding documents may notify the NHLML in writing or by fax (hereinafter, the term "fax" is deemed to include electronic

transmission such as facsimile, cable and email) at the Employer's address indicated in the Invitation for Bid. The NHLML will respond to any request for clarification which he receives prior to holding of Pre-Bid Meeting. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

10. Amendment/Addendum of Bidding Documents

- 10.1** At any time prior to the deadline for submission of bids, the NHLML may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective bidder, amend the bidding documents by issuing Addendum.
- 10.2** Any Addendum thus issued shall be part of the bidding documents and shall be uploaded on eTenders Portal.

C. Preparation of Bids

11 Language of Bid

The bid, and all correspondence and documents related to the bid exchanged between the bidder and the NHLML shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation duly certified by authorized signatory of the relevant passages in the English language, in which case, for purposes of interpretation of the bid, the English translation shall prevail.

12 Documents comprising the Bid

The following documents, which are not submitted with the bid, will be deemed to be part of the bid.

Section	Particulars
Section-I	Notice Inviting Tender (E-Tendering Mode Only)
Section-II	Term and Conditions including Eligibility Criterion of the Bid.
Section-III	Procedure for E Tendering
Section-IV	Staff Deployment
Section-V	Scope of Work
Section-VI	General Conditions of Contract
Section -VII	Special Conditions of Contract
Section-VIII	Form of Application, Integrity Pact, Form of Agreement, Certificate of Compliance with GFR, LOA & Agreement

Part-II Financial Bid:

- i) **Form of the Bid - duly filled as per Annexure XVII and online**
- ii) The Financial proposal should clearly indicate the amount asked from the Bidders without any assumptions of conditions attached to such amounts. Conditional offer or the proposal not furnished in the prescribed format shall be considered Non-Responsive

and is liable to be rejected.

13 Bid Prices

- 13.1 The Contract shall be for the whole Works, as described in Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder online only. The Service Charges shall be quoted in percentage terms (%) up to two (2) decimal places only, both numerically and in words. Bids quoting Service Charges beyond two decimal places shall not be considered for evaluation.

In the event of a discrepancy between the amount quoted in figures and words, the amount quoted in words shall prevail.

- 13.2 Financial Proposal must be strictly using the formats attached in Annexure XVII. No additional items / quantities other than that specified in the formats should be proposed by the Facilitator since the same shall not be considered for the evaluation/ award. Beginning 13 months of the services provided, billing rates shall be increased on salaries @ 5% every 12 months for local currency for the subsequent period of the services rendered. Further, service charge percentage shall remain same during the period of the contract.
- 13.3 All duties & taxes (except GST) shall be payable by the **facilitator** under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder. The GST shall be reimbursed (if applicable) subject to production of proof of such payment by the **facilitator** specific to the subject work.
- 13.4 The service charge quoted by the Bidder shall be fixed for the period duration of the Contract and shall not be subject to adjustment.
- 13.5 NHLML has mentioned approximately remuneration for each of the post as given in Annexure XVII. Accordingly, Bidders are required to quote service charges in terms of percentage on the Total Amount Only. This percentage shall be applicable on each category of personnel as per their admissible/ payable remuneration.
- 13.6 Total Contract Value shall mean the aggregate value of the Contract for the entire Contract Period (2 years), comprising (i) the total cost of manpower salaries and wages, including all applicable statutory contributions and compliances such as EPF, ESI, insurance, taxes, and any other mandatory levies, and second year escalation(ii) the Service Charge quoted by the Bidder, as per the provisions of this RFP and excluding GST

14 Currencies of Bid and Payment

- 14.1 [Deleted]
- 14.2 No advance of any type shall be paid

15. Bid Validity

- 15.1 Bids shall remain valid for a period of **120 days (One Hundred Twenty Days)** after the deadline date for bid submission specified in Clause 7 of Section 1. A bid valid for a shorter period shall be rejected by the **Authority** as Non-Responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Authority may request the bidders to extend the period of validity for a specified

additional period. The request and the responses thereto shall be made in writing or by fax. A bidder agreeing to the request will not be required or permitted to modify his bid for the period of the extension in all respects.

16. Bid Security

- 16.1 As part of its bid, the bidder shall furnish, a Bid Security and cost of the bid document in addition to other specified/prescribed documents in favour of National Highways Logistics Management Limited and shall be in the form of an Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Annexure-XII), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, or Bank Guarantee (including e-Bank Guarantee) as per the format at Annexure-XIII from any scheduled Indian Bank in India, duly approved by the Reserve Bank of India (RBI).

However, while submitting the Bid Security via Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque, it is to be ensured by the bidder that Account Payee demand draft or Fixed Deposit Receipt or Banker's Cheque are submitted physically latest by 04.08.2026 (upto 15:00 IST).. For value of bid security and cost of bid document, instructions given under the NIT & Procedure under E-tendering may please be seen.

- 16.2 Any bid not accompanied with Bid Security, cost of bid document, and other requisite documents shall be rejected by the NHLML and the bid shall be treated as Non-Responsive.
- 16.3 The Bid Security of the unsuccessful bidders will be returned as promptly as possible.
- 16.4 The Bid Security may be forfeited for the following reasons:
- (a) if the bidder withdraws his bid during the period of Bid Validity;
 - (b) if the bidder does not accept the correction of his bid price, pursuant to Clause 26;
 - (c) in the case of a successful bidder, if the bidder fails within the specified time limit to furnish the required Performance Security or sign the Agreement.
 - (d) If it is found at any stage that the bidder has furnished wrong information or misrepresented facts.
- 16.5 In case of forfeiture of Bid Security, the bidder shall also be debarred from participation in NHLML/NHAI works for a period as decided by NHLML.

17. Alternative Proposals by Bidders

Bidders shall submit offers, which comply with the requirements of the bidding documents, including the conditions of contract and conditional offer or alternative offers will not be considered further in the process of bid evaluation.

18. Format and Signing of Bid

The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received online in the required formats and complete in all respects. However, Bid Security, Power of Attorney for signing of Bid, Integrity Pact,

and experience certificates and other documents required as per Clause 4.1 of RFP, shall be submitted physically in original by the selected Bidder before the issuance of Letter of Award (LOA) by the Authority.

However, while submitting Bid Security via Account Payee demand draft or Fixed Deposit Receipt or Banker's Cheque, it is to be ensured by the Bidder that Account Payee demand draft or Fixed Deposit Receipt or Banker's Cheque are submitted physically latest by 04.08.2026 (upto 15:00 IST).. Please note that the Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever.

The Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

19. Sealing and Marking of Bids

The documents to be submitted in physical form shall be submitted in a sealed envelope superscribed as "Documents in Physical Form" at the top left corner at the following address:

Chief Finance Officer,
National Highways Logistics Management Limited
2nd Floor, D-21, Corporate Park, Dwarka, Sector-21,
New Delhi, Delhi - 110077
e-Mail: cfo@nhlml.org ; ropeways-nhlml@nhlml.org

In case of any discrepancy between documents submitted online and documents submitted in the physical form, the documents submitted in physical form shall prevail over the documents submitted through online process.

20. Deadline for Submission of Bids

- 20.1 The Bidder shall ensure that the complete e-Bid is uploaded on NHAI e-tender portal on or before the last date prescribed for submission of bids, as specified in NIT/e- portal.
- 20.2 In the event of the specified date for the submission of documents in Physical form being declared a holiday for the NHLML the same will be received up to the specified time on the next working day.
- 20.3 Authority assumes no responsibility for inability of a bidder to submit bids through NHAI's e-tendering portal on account of delay in submission at bidder's end. Bidder shall ensure that they submit the bid well before the "Due Date & Time of Bid- Submission". Authority shall not be responsible if bidder is not able to submit the bid on account of failure in network/internet connection or any other technical reason.
- 20.4 The Authority may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Authority and the bidders subject to the original deadline, will then be subject to the new deadline.

21 Late Submission of Document in Physical Form:

Any document in physical form if received by the Authority Office after the deadline prescribed in this RFP will not be accepted and returned unopened to the Bidder and also

the e-bid submitted by such bidder shall not be considered.

22 Modification and Withdrawal of Bids

- 22.1 Bidders may modify or withdraw their e-bids as directed on the e-tendering portal, before the Bid Due Date and time.
- 22.2 No bid may be modified after the last date of deadline for online submission of bids.
- 22.3 No Withdrawal or modification of a Bid between the deadline i.e. the last day of submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2, shall be permitted.
- 22.4 Bidders may modify the prices of their bids before deadline of online submission of bid.
- 22.5 No Late and delayed bids after Bid Due date/time shall be permitted in e tendering portal System. Time being displayed on our e-Tendering Portal shall be final and binding on bidder and bids have to be submitted by bidders considering this time only and not the time as per their location.

E. Bid Opening and Evaluation

23 Opening of Technical Bids

- 23.1 The Authority shall open the Technical Bids received online at 1530 hours IST on 30.07.2026, at the place specified in NIT and in the presence of the Bidders who choose to attend.
- 23.2 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this RFP.
- 23.3 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 23.4 The bidders or their representatives who are present at the time of Bid Opening shall sign attendance sheet evidencing their attendance.
- 23.5 The Authority shall prepare besides the record of bid opening, minutes of the Bid opening, including the information disclosed to those present.

24. Examination of Technical Bids and Determination of Responsiveness of Technical Bid

- 24.1 Prior to evaluation of Technical Bids, the Authority will determine whether the bid is accompanied with the following documents:
 - Tender Fee Confirmation
 - Bid Security Confirmation
 - Power of Attorney as per Annexure - I
 - Financial Capability Document (Net Worth Certificate, Turnover Certificate) as per Annexure - VI
 - Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the GFR as per Annexure - XI

The Bidder shall ensure that all the above-mentioned documents are duly signed by the Authorized Signatory.

- 24.2 If the Bid Security furnished does not conform to the amount and validity period as specified in the Invitation for Bid and has not been furnished as specified in Clause 16, the bid shall be rejected by the Authority as Non -Responsive as per Clause 16 and the Technical Bid.
- 24.3 The Technical Bid will further be examined to determine whether the bid has been properly signed, meets the eligibility and qualification criteria, is accompanied by the requisite certificates, undertaking, Affidavit and other relevant information specified in the bid documents and is substantially responsive to the requirement of the bidding documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require pursuant to Clause 29.
- 24.4 If the Technical Bid is not substantially responsive, it will be rejected by the Authority and will not subsequently be made responsive by correction or modification or withdrawal of the non-conforming deviation or reservation.
- 24.5 The Authority shall inform, in writing, the bidders, whose Technical Bid is found to be responsive, the date, time and place of opening of Financial Bid.

25 Opening of Financial Bids

- 25.1 The Authority will open the 'Financial Bid' of those bidders whose Technical Bid has been determined to be substantially responsive on e-procurement portal of the Authority, in presence of the bidders or their representatives who choose to attend on the date intimated to such bidders.
- 25.2 Deleted
- 25.3 The bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.
- 25.4 The Authority shall prepare besides the record of bid opening, minutes of the Financial Bid opening including the information disclosed.
- 25.5 Office Memorandum No. F.6/1/2023-PPD dated 06.01.2023 issued by the Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India, and any amendments or clarifications issued thereto from time to time, the minimum permissible service charge for this tender shall be 3.85%.

Financial bids quoting Service Charges below the prescribed minimum shall be treated as non-responsive, shall not be considered for evaluation, and the corresponding price bids shall be summarily rejected / nullified.

26 Correction of Errors

- 26.1 Financial Bids determined to be responsive will be checked by NHLML for any arithmetic errors. Where there is a discrepancy between the rate quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.
- 27 The amount stated in the Financial Bid will be adjusted by NHLML in accordance with the above procedure for the correction of errors and shall be considered as binding upon the

Bidder. If the Bidder does not accept the corrected quoted rate of e-Bid, his e-Bid will be rejected, and his Bid Security shall be liable for forfeiture

28 Evaluation and Comparison of Financial Bids

28.1 The Authority will evaluate and compare only those Financial Bids whose technical bids are determined to be substantially responsive and qualified for award of Contract.

28.2 In evaluating the Financial Bids, the Authority will determine for each Financial Bid the evaluated Bid Price by adjusting the Bid Price making any correction for errors pursuant to Clause 26;

28.3 Deleted

29 Clarification of Bids

29.1 To assist in the examination, evaluation and comparison of bids, the Authority may, at his discretion, ask any bidder for authentication the correctness of the information/details furnished by him in his bid. Such request by the Authority and the response by bidder shall be in writing or by cable/fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to conform to the correction of arithmetical errors discovered by the Authority in the evaluation of the bids in accordance with Clause 27.

29.2 Subject to Clause 30, no bidder shall contact the Authority on any matter relating to his bid from the time of bid opening to the time contract is awarded.

29.3 Any effort by the bidder to influence the Authority/officers of Authority in the bid evaluation, bid comparison or contract award decisions may result in the rejection of his bid.

30. Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his bid.

31. Award

Subject to Clause 34, the Authority will award the Contract to the bidder whose bid has been determined to be substantially responsive and with the Lowest service charge.

In the event that two or more Bidders quote the same BID Price (the "Tie BIDs"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

32. Employer's Right to accept any Bid and Reject any or all Bids

The Authority reserves the right to accept or reject any bid and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder

or bidders of the grounds for the Employer's action.

33. Notification of Award

- 33.1 Prior to expiration of the period of bid validity prescribed by the Authority, the Authority will notify the successful bidder by email/fax and confirmed by registered letter that his bid has been accepted. This letter (hereinafter and in the Conditions of Contract called "the Letter of Acceptance") shall mention the name of the firm including quoted amount accepted by the Authority which will pay the Facilitator in consideration of the execution, completion and maintenance of the Work by the Facilitator as prescribed by the Contract (hereinafter and in the Conditions of Contract termed "the Contract Price").
- 33.2 The notification of award will be subject to signing of the Contract by the Authority & the successful bidder.

34. Signing of Agreement

- 34.1 At the same time that the Authority notifies the successful bidder that his bid has been accepted, the Authority will direct him to submit performance bank guarantee and after verification of which to direct him to attend the Employer's office on a date determined by the Authority for signing the Agreement.
- 34.2 Within 28 (twenty-eight) days of the date of signing the Agreement, the successful bidder shall, if required, have the same engrossed, have the correct amount of stamp duty adjudicated by the Inspector General of Registrations, New Delhi and return the same duly signed and executed on behalf of the successful bidder to the Authority.
35. In case the successful bidder fails to comply with the requirements of Clause 34, sufficient grounds will be construed for cancellation of the award.

36. Corrupt or Fraudulent Practices

- i) The Authority will reject a proposal for award if it is found that the Bidder (recommended for award) has engaged in corrupt or fraudulent practices in competing for the contract in question. The Authority will declare such bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract by National Highways Logistics Management Limited (NHLML) if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.
- ii) In case at any stage, it is revealed that for getting the contract, the bidder has misrepresented/suppressed/twisted the facts or created an extraneous outside pressure, the Performance Bank Guarantee shall be forfeited, besides any other remedy available with NHLML.

Note: Latest conditions as provided by CVC guidelines /Manual as amended from time to time, shall be followed in this regard.

(SECTION-III)
PROCEDURE FOR E -TENDERING

SECTION-III

(A) Procedure under E-Tendering

(Note: RFP stands modified to the extent required as per these instructions)

1. Accessing / Purchasing of bid documents

- (i) To participate in the E-Bid submission, it is mandatory for the bidders to get themselves registered with the NHAI e-Tendering Portal (<https://etenders.gov.in>) to get a user ID & Password free of cost through online mode only. Validity of online registration is one year.
- After making the online payment, bidders have to send an e-mail intimation at the e-mail address: support-eproc@nic.in.
 - All profile activations will be done only during NHAI working days.
 - No profile activations will take place during NHAI Holidays & gazette holidays.
 - The tender can be viewed/ downloaded from NHAI e-tendering portal (<https://etenders.gov.in>) free of cost till prescribed last date & time for submission of the Bids.

Following may be noted: -

- Applications can be submitted only during the validity of registration with the NHAI e-Tendering Portal being managed by National Informatics Centre (NIC) i.e. <https://etenders.gov.in>
 - The amendments/clarification to the tender, if any, will be posted on the NHAI e-Tendering Portal (<https://etenders.gov.in>).
- e) To participate in bidding, bidders have to pay online the **Application/Document Fee (non- refundable) to National Highways Logistics Management Limited (NHLML)** for amount of **Rs. 5,900/- (Rupees Five Thousand and Nine Hundred Only) including GST** specifying the tender ID and Bid due date to NHLML.

Sr. No.	Particulars	Details
1.	Name of Beneficiary	National Highways Logistics Management Limited
2.	Bank Branch	D-1, Shopping Centre No. 1 Vasant Vihar New Delhi
3.	Name of Bank	HDFC Bank
4.	Account No.	50200105144004
5.	IFSC Code	HDFC0000011

- Cost of Bid document (online).
 - Cost of Bid security.
 - Bidders have to use CLASS III DSC with Signature and encryption Component.
 - The authorized signatory holding Power of Attorney shall only be the Digital Signatory. In the case of Authorized Signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered as non-responsive.
- iii) If the Applicant has already registered with NIC for NHAI e-Tendering Portal usage and validity of registration has not expired, then such applicant does not require

fresh registration.

For any clarifications on the above, may contact 0120-4200462, 0120-4001002 or send email at the address: support-eproc@nic.in

- iv) The Complete Bid Document can be viewed / downloaded from the NHAI e-tendering portal free of cost (<https://etenders.gov.in>). or www.nhai.gov.in after furnishing the payment particulars. The bidders shall furnish the details of demand draft against the cost of RFP at the time of submission of e-bid.
- v) Detailed tender document can be viewed/downloaded from e-tender portal of NHAI (<https://etenders.gov.in>) or www.nhai.gov.in from 20.07.2026 to 04.08.2026 (up to 15:00 IST)

2. **Preparation & Submission of bids:**

- (i) Detailed tender documents may be downloaded from e-tender portal of NHAI (<https://etenders.gov.in>) from 20.07.2026 to 04.08.2026 (up to 15:00 IST) and tender may be submitted online following the instructions appearing on the screen. A buyer manual containing the detailed guidelines for e-tendering system is also available on e-tendering portal of NHAI.
- (ii) The following documents shall be prepared and scanned in different files (in PDF or JPEG format so that the file size is not more than 5 MB) and uploaded during the online submission of Bid. These documents shall also be submitted in 'ORIGINAL' to NHLML on or before 04.08.2026 (up to 15:00 IST). For submission of Bids.
 - (a) Bid security **Rs. 17,50,000/-** in the form of an Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Annexure - XII), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, or Bank Guarantee (including e-Bank Guarantee) as per the format at Annexure -XIII from any scheduled Indian Bank in India, duly approved by the Reserve Bank of India (RBI) or a *copy of valid NSIC registration certificate or MSME certificate should be attached for claiming exemption from payment of bid security. However, payment of bid price shall be compulsory without which bid will be rejected.*
 - (b) Power of Attorney duly notarized for signing of Bid in the format at Annexure-I;
 - (c) Affidavit in the format given at Annexure-II and Annexure X.
 - (d) An Undertaking from the person having POA referred to in Sub.Cl. (b) above that they agree and abide by the Bid documents uploaded by NHLML and amendments uploaded, if any (as per format given at Annexure IV).
- (iii) The bid (Price bid) should be submitted **online only** in the prescribed format given in the website. No other mode of submission is accepted.
- (iv) All the required documents, shall be digitally signed by the Authorized Signatory of the bidder & submitted "on-line" only. No hard copy is required to be submitted.
- (v) It may be noted that scanned copies can be prepared in different file format (PDF, JPEG) duly signed digitally.

- (vi) It may also be noted that bidders can upload a single file of size of 5 MB only but can upload multiple files.

3. Modification/ Substitution / Withdrawal of bids:

- (i) The Bidder may modify, substitute or withdraw its e-bid after submission, prior to the last date of Bid at 15:00 Hrs. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) 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 the Authority, shall be disregarded.
- (iii) For modification of e-bid, bidder has to detach its old bid from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid prior to the Bid due date.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit e-bid again.

4. Opening & Evaluation of bids.

- (i) Opening and evaluation of bids will be done through online process.
- (ii) The Authority shall open on-line received Bids at **05.08.2026 15:30 Hrs.** on the Bid Opening Date, in the presence of the Bidders/ Authorized Signatory/Authorized representative who choose to attend. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out.
- (iii) Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP.
- (iv) 'Financial Bid' of non-responsive bidders shall not be opened.
- (v) The bid shall be opened of those bidders only who submit bid documents as mentioned in para 2(ii) above. The bid submitted on-line but without submission of documents as required shall not be opened and same shall be rejected.

(SECTION-IV)
STAFF

SECTION: IV

STAFF DEPLOYMENT

1. The Facilitator may exhibit their staff deployment chart. All statutory requirements and compliance will be the responsibility of the bidders like safety and labour laws etc.
2. Facilitator shall provide qualified, trained and disciplined manpower as per the table given below. The employment of these manpower will be with the facilitator as he is a service provider.
3. Facilitator should take prior approval from Authority for appointment of all roles across all categories
4. All the required staff should be able to read, write and speak English and Hindi Language
5. No relationship of employer and employee shall be entertained between the NHLML and the outsourced personnel engaged by the Facilitator. The Facilitator shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.

If during the course of engagement of any outsourced personnel, it comes to notice of NHLML that he/she has misrepresented the fact about his/her relationship with employer / employee, the Facilitator will have to terminate the service of such staff immediately and shall provide suitable replacement within three (03) days" time.

6. The Ticket Vending Personnel and Supervisor should be extremely courteous with very pleasant manner in dealing with the Commuters / General Public and they should project an image of utmost discipline. In the event that, during the course of engagement of any outsourced personnel, it is observed or comes to the notice of NHLML that such personnel has misrepresented facts, behaved in an inappropriate, discourteous or unprofessional manner, or if any complaint is received from passengers, the Authority or any other stakeholder, the Facilitator shall, upon being notified, take immediate corrective action to the satisfaction of NHLML. Such action may include counselling, retraining, replacement of the concerned personnel, or any other measure as deemed appropriate by NHLML.
7. Personnel deployed under this Contract shall be entitled to Casual Leave in accordance with applicable labour laws, subject to a maximum of one (01) Casual Leave per month, i.e., twelve (12) Casual Leaves in a calendar year. Casual Leave shall be credited on a half-yearly basis, as follows:
 - Six (06) Casual Leaves on 1st January, and
 - Six (06) Casual Leaves on 1st July of the same calendar year.

Personnel joining during the calendar year shall be eligible for leave on a pro-rata basis.

Unutilized Casual Leave shall lapse at the end of the calendar year, shall not be carried forward, and no leave encashment shall be admissible, except where mandated under applicable law.

The Facilitator shall be solely responsible for ensuring that the entire manpower strength as specified and agreed under this Contract is available and physically

deployed at the designated stations during all operational hours and operational days.

For this purpose, the Facilitator shall:

- Maintain an adequate pool of relieving / reserve manpower, and
- Arrange suitable substitutes in case of leave, absenteeism, illness, or any other reason, so that there is no short deployment, no unattended counters or Ticket Vending Machines, and no degradation in service quality at any time.

Any instance where the required manpower is not available at site as per the approved deployment plan, resulting in short deployment, unattended positions, or disruption of services, shall be treated as non-compliance with contractual service obligations attributable to the Facilitator.

For each such instance, the Authority shall levy a penalty of ₹20,000 (Rupees Twenty Thousand only) per instance per shift, without prejudice to other rights of the Authority under the Contract.

In case of repeated failure to ensure agreed manpower deployment, resulting in three (03) or more instances of short deployment or service disruption, the Authority shall be entitled to take appropriate action, including but not limited to:

- Invocation of Performance Security,
- Issuance of notice for termination, and/or
- Any other remedy available under the Contract or applicable law.

Sl. No	Category	No of Personnel (across 2 shifts)	Minimum Educational Qualification	Essential Experience in relevant field of service
1	Team Lead	2	Degree in IT/Computer Science/Electronics & Communication or MCA from any Govt. recognized University; (or) Graduate in any discipline from Govt. recognized university with DOEACC 'A' Level Course. [However, 3 years BCA; 2 years MBA in IT or equivalent (1 year Diploma/PG Diploma Courses) are not eligible]	Minimum 7 years experience in using semi-automatic/ electronic fee collection systems.

2	Manager cum Supervisor	8	Degree in IT/Computer Science/Electronics & Communication or MCA from any Govt. recognized University; (or) Graduate in any discipline from Govt. recognized university with DOEACC 'A' Level Course. [However, 3 years BCA; 2 years MBA in IT or equivalent (1 year Diploma/PG Diploma Courses) are not eligible]	Minimum 3 years experience in using semi-automatic/ electronic fee collection systems.
3	Accountant	2	B. Com with minimum 50% marks	Five years' experience in accounts and related matters.
4	User Fee Collection Personnel (TOM / TVM / Cloak Room)	88	Minimum pass in 12 th pass from any recognized board in India or retired defense personnel with operational knowledge of Computer	
5	User Fee Collection Personnel (EFO)	18	Graduate (any discipline) with operational computer proficiency; ability to use handheld validators/POS.	1-2 years in ticketing/cash handling in transit, tolling, parking, or retail POS environments; familiar with issuing/checking tickets, operating handhelds/QR scanners

Note - Maximum age limit for staff / personnels of any category should be 65 years on date of submission of proposal.

(SECTION-V)
SCOPE OF WORK

SECTION: V SCOPE
OF WORK

The Ropeway Project at Varanasi from Varanasi Cantt. Station to Godowlia Chowk is of 3.85 km length. The subject ropeway would consist of 4 boarding / deboarding stations viz. Varanasi Cantt. Station, Vidyapeeth, RathYatra and Godowlia Chowk. The ropeway is designed to carry 3,000 passengers per hour per direction and will act as a sustainable alternative to urban transport in the city of Varanasi.

Sr. No.	Parameter	Values / Description
1	Ropeway Project Name	Varanasi Ropeway Project
2	Length	3.85 km
3	Capacity	3,000 Passengers per Hour per Direction
4	No. of Stations	4 Stations viz. Varanasi Cantt., Vidyapeeth, RathYatra & Godowlia Chowk 1 Additional Station at Girjaghar which is a technical station and no boarding & deboarding allowed
5	# of operation hours / day	16 hrs (2 shifts of 8 hrs each)
6	# of operational days annually	350 days
7	Commercial Operations Date	To be notified
8	# of ticket counters	17
9	# of Ticket Vending Machine to be made available	25
10	Cloak Room	1
11	# of EFOs	9

Facility Services as User Fee Collection Agency for Varanasi ropeway Project from Varanasi Cantt. Station to Godowlia Chowk in the state of Uttar Pradesh.

1. The Facilitator shall, subject to and in terms of this Agreement, undertake the responsibility of the User Fee collection services including the maintenance of all records, User Fee collection account, Traffic / Footfall on shift-to-shift basis etc and any other duty as may be assigned by the Authority from time to time.
2. Besides the primary objectives of collection of User Fee, the Facilitator shall also be responsible for resolution of Customer Queries related to Ticketing / Access Management and reporting ridership and transaction data.
3. **Cash Management**
 - a. The Facilitator, through its on-site staff, shall at the close of each operating day: count, verify, and reconcile cash collected from ticket sales with the system/back-end reports; prepare bank-ready sealed deposit packets with supporting deposit slips and a handover register; and keep the cash ready at site for pickup by the designated bank/collection agency on the next bank working day. The Facilitator will not transport/deposit the cash off-site; its obligation ends at on-site handover to the authorized bank/collection representative. The Facilitator through any of its representative or staff mobilized at the site shall ensure that the amount collected in the form of cash through sale of Tickets is handed over to the Authorized representative of the Authority latest by NEXT DAY of COLLECTION (11:00 IST) and if NEXT DAY happens to be a BANK holiday, then by NEXT Bank working day the amount collected shall be handed over to the Authorized Representative of the Authority for the said work;
 - b. The Facilitator shall be responsible to ensure that the duty-wise cash deposited by its personnel tallies with back-end records of the Authority in respect of tickets issued;
 - c. The Facilitator shall make arrangements for security of cash or safe handover of cash from the Site to the Authorized Representative of the Authority. The Facilitator shall be liable for any losses;
4. The Facilitator shall strictly submit regular daily and monthly reports to the Authority on the User Fee Collection Services in the format of reports stipulated by Authority from time to time; In addition, the Facilitator shall reconcile the tickets purchased through Ticket Vending Machine (TVM), Ticket Operating Machine (TOM) & Excess Fare Office (EFO) and submit the combined report on daily / monthly basis to the Authority.
5. The Facilitator shall create a proper system for record keeping, accounting, reconciliation, handover of cash to the Authorized Representative of the Authority on daily basis. It shall deploy adequate number of skilled and responsible persons for monitoring and supervision of overall operation of fare collection and Back Office

administration. Facilitator should also maintain a Passenger Complaint Book and copy of each month's update should be shared with Authority. No tampering to be done with Passenger Complaint book

6. The Facilitator may exhibit their staff deployment chart. All statutory requirements and compliance will be the responsibility of the bidders like safety, labour laws and the wages act etc. The bidders may also state the additional specific staff requirement, if any.
7. Facilitator shall provide qualified, trained and disciplined manpower as per the table given below. The employment of these manpower will be with the facilitator as he is a service providers

Sl. No	Category	No of Personnel (Across 2 shifts)	Minimum Educational Qualification	Essential Experience in relevant field of service
1	Team Lead	2	Degree in IT/Computer Science/Electronics & Communication or MCA from any Govt. recognized University; (or) Graduate in any discipline from Govt. recognized university with DOEACC 'A' Level Course. [However, 3 years BCA; 2 years MBA in IT or equivalent (1 year Diploma/PG Diploma Courses) are not eligible]	Minimum 7 years experience in using semi-automatic/ electronic fee collection systems.
2	Manager cum Supervisor	8	Degree in IT/Computer Science/Electronics & Communication or MCA from any Govt. recognized University; (or) Graduate in any discipline from Govt. recognized university with DOEACC 'A' Level Course. [However, 3 years BCA; 2 years MBA in IT or equivalent (1 year Diploma/PG Diploma Courses) are not eligible]	Minimum 3 years experience in using semi-automatic/ electronic fee collection systems.

3	Accountant	2	B. Com with minimum 50% marks	Five years' experience in accounts and related matters.
4	User Fee Collection Personnel (TOM / TVM / Cloak Room)	88	Minimum pass in 12 th pass from any recognized board in India or retired defense personnel with operational knowledge of Computer	
5	User Fee Collection Personnel (EFO)	18	Graduate (any discipline) with operational computer proficiency; ability to use handheld validators/POS.	1-2 years in ticketing/cash handling in transit, tolling, parking, or retail POS environments; familiar with issuing/checking tickets, operating handhelds/QR scanners

- The total number of manpower may increase or decrease as per the requirement, payment for extra manpower will be paid pro-rata only for each category.
- The Consolidated salaries of the manpower as per table above shall be as per the minimum wages prescribed by respective State Government from time to time.
- **Working Hours:** The Ropeway System will be operational tentatively for 16 hours in a day from 05:00 IST to 21:00 IST on all days in a week (i.e. Monday to Sunday) without any breaks or holidays but may change as per Authority's requirement / National or State holiday / Annual O&M Calendar. The work hours of staff of Facilitator for operations must align with operation hours for the Ropeway System.
- **Training and Skills:** All User Fee Collection Personnels to be deployed by the Facilitator must undergo system training by the Concessionaire/ Authority designated agency prior to their deployment. The training would cover operation of Ticketing Software, Ticket Vending Machines and other fare collection procedures/ processes, general behavior of staff towards passengers, cash handling etc. All the training cost shall be borne by the Facilitator;
- **Daily Reporting:**
 - a. Based on duty roster provided by the Facilitator and approved by the Authority on monthly basis, the Facilitator shall deploy personnel's at locations specified by the Authority at the specified stations. The Facilitator shall ensure punctual reporting of its personnel at the designated place for every shift on daily basis;
 - b. To obtain Authority verification and approval on the roster from the authorized Representative of the Authority on per shift basis, the Facilitator shall be responsible for reporting the attendance from a biometric system to the Authority. The installation of Biometric system will be done by Authority at its own cost for maintaining the attendance of Personnel's engaged by Facilitator.
 - c. The Facilitator shall ensure that the User Fee Collection Personnel's don't leave the counter / Ticket Vending Machines deserted during the shift;

8. Police Verification of all the above categories of personnel shall be arranged by Facilitator and record be kept with Facilitator **and also to be submitted to NHLML.** In case of any criminal activity, facilitator will be summarily responsible to local police. Also, the medical fitness certificate from Registered Medical Practitioner/Govt. Hospital/State Hospital shall be arranged by the Facilitator and record kept with Facilitator in respect of staff deployed. *Confirmation in this regard shall be given by the Facilitator to the Authority.*
9. If any staff is required to visit any office of Authority or MoRT&H, or any other Ministry / Department of Government of India or any other local area related with official work assigned by their controlling officers, he/she will be paid local conveyance allowance @ Rs.4.00 per km and TA as per actual or as decided by Authority. The amount of local conveyance will be reimbursed to the Facilitator by Authority.
10. The Facilitator shall issue photo identity cards at his own cost, with the details viz. name, Mother's Name, Father's Name, Date of Birth, Name of the Organization with address and telephone No., blood group etc. to each and every staff, supervisor.
11. The Facilitator shall also make arrangements to provide 2 sets of summer uniforms (with facilitator's logo and name of worker) and 2 (two) sets of winter uniform with pullover (with facilitator's logo and name of worker) to each of the employee per year at its own cost and will be distributed well before the onset of the season in the presence of representative of Authority. The cost of the same is not reimbursable.
12. The Facilitator shall ensure and certify the credentials of persons deployed for Facility Services and submit the proof duly signed by each worker for record. Any change of manpower, if required, during the currency of agreement will be permitted with prior permission of Authority.
13. The Facilitator shall ensure that the staff is available at all times at the User Fee Stations and make appropriate arrangement of staff. No extra claims for overtime to any staff shall be entertained in this regard.
14. [Deleted]
15. It shall be the responsibility of the Facilitator to search/identify the prospective candidates against the requirement in line with the detailed qualification and experience as described. Against each required post, CVs in ratio of 1:3 is to be submitted to PD, Varanasi and after shortlisting of the suitable candidates NHLML will provide the list of shortlisted candidates to facilitator. The suitability of the candidates shall be adjudged by the NHLML through personal trade test/interview/examination (as found appropriate by NHLML). Suitability of the candidates at certain positions may also be ascertained on the basis of their marks obtain in class 10th, 12th and graduation. It shall be the responsibility of the facilitator to verify the qualification and experience of the outsourced manpower. Candidates will be liable for performing the defined functions by NHLML and NHLML reserves the rights to verify and check the credentials and qualification of the

outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice of NHLML that he/she has misrepresented the fact about his/her qualification/experience, the Facilitator will have to terminate the service of such staff immediately and shall provide suitable replacement within three (03) days" time.

16. The Facilitator should provide a copy of the Contract Agreement entered between him and the outsourced personnel. The copy of receipt of payment, along with attendance sheet, should be submitted by the Facilitator while claiming the amount for each month.
17. The Ticket Vending Personnel and Supervisors shall be required to report to the Station Control Room of the respective stations / other premises at least 15 minutes in advance of the commencement of the shift to complete required formalities.

(SECTION-VI)

GENERAL CONDITIONS OF CONTRACT

SECTION: VI

GENERAL CONDITIONS OF CONTRACT

1. COLLECTION OF USER FEE: / SUPPLY OF MANPOWER:

- 1.1 The successful bidder (to whom Contract has been awarded) hereinafter called “Facilitator”, shall get the works supervised by designated Supervisor officer, who shall be qualified and experienced to supervise.
- 1.2 The Facilitator shall be considered as one of the prime stakeholders in the operations of the Ropeway Project and shall be responsible for providing eligible Personnel for User Fee Collection on daily basis. Besides the primary objectives of collection of User Fee, the Facilitator shall also be responsible for resolution of Customer Queries related to Ticketing / Access Management and reporting ridership and transaction data.
- 1.3 The Facilitator shall deploy User Fee Collection Personnel (UFCP) at Ticket Vending Machines for supporting users / customers in executing transactions through Ticket Vending Machines (TVM) whereas the UFCP deployed at Ticket Counters and Query Resolution Counter (near Entry / Exit Turnstile) would be primarily responsible to provide QR tickets via cash / digital payments, recharge / activate the National Common Mobility Card (NCMC), issue new NCMC, process refunds, if any and resolve customer queries, if any related to ticketing process.
- 1.4 The Facilitator through its staff or its representative shall liaison with Concessionaire / Technology Provider for ensuring technical operation and management of Ticketing Vending Machines (TVM) or any other onboard user fee collection equipment installed / provided by the Concessionaire for issuance of tickets and access management against prescribed user fee from passengers.
- 1.5 The Facilitator shall be responsible for all pay & allowances of persons deployed, local laws including minimum wages etc. The **facilitator** shall supply the manpower as listed in Section - IV “Staff- Deployment” of the Bidding Document, based on the demand given by Authority from time to time, within 02 weeks of the Written Notice. In case of failure against any category, the Authority shall get the Staff from other Agency by Nomination, at the Risk & Cost of the Facilitator. The payment to Nominated Agency shall be debited from the account of Facilitator.
- 1.6 The Facilitator should ensure payment of wages to all the workers through their Bank account by 7th of each month or by 6th (in case of 7th is a Sunday/Holiday) and submit the Bank statement with next month bill. Noncompliance of this condition will result in a penalty of Rs. 10,000/- on each occurrence. (A notice of non-compliance will be issued by Authority).
- 1.7 The payment of the salaries of staff shall be through Electronic clearing Services (ECS) mode only or through Bank account only. EPF number of all persons and Proof of EPF payments shall be provided to Authority by the Facilitator.
- 1.8 The Facilitator shall indemnify the Authority against any payment to be made under and

for observance of the above-mentioned various laws & rules. In case of any liability which falls on Authority for non-compliance of the applicable law by the Facilitator, the Facilitator shall fully indemnify Authority including legal expenses incurred by Authority to defend itself.

- 1.9 The Facilitator undertakes any liability arising out of any dispute raised by the deployment of Manpower and indemnify the Authority against any such claim including legal expenses if any incurred by the Authority.
- 1.10 It is agreed & understood by the **facilitator** that this Contract shall be non-transferrable. The Facilitator is not permitted to sub contract any job arising under this contract further. The **facilitator** will neither appoint any sub-agency nor assign any burden or benefit of this contract to any third party. In case of breach of this condition, the contract is liable to be terminated by giving one month notice to the **facilitator**. In addition, the Authority may forfeit the Performance Security of the Facilitator.
- 1.11 A notice showing the wage period and the place and time of disbursement of wages shall be displayed at the place of work and the copy is to be sent by the Facilitator to the Principal Employer under acknowledgement.
- 1.12 The Facilitator shall in respect of Labour employed by him, comply with the provisions of Contract Labour (Regulations & Abolition) Act, 1970 in regard to all matters provided therein, including obtaining a valid license from the RO/PD concerned under Contract Labour (Regulations & Abolition) Act, 1970.
- 1.13 The Facilitator shall get the work supervised from trained/ experienced supervisor.

1.14 OPERATIONAL TRANSPARENCY:

The Facilitator shall be solely responsible for efficient and transparent working and management of User Fee collection at all points of time as per NHAI's Policy Circular No. 17.5.87/2024 dated 25.01.2024. The Facilitator shall ensure the following:

- i) All transactions including cash will be processed **through Electronic System available at site**. Usage of unauthorized electronic ticketing machine or any such devices like **handheld Point-of-Sale (POS) terminal, POS billing machine etc. is strictly prohibited** for user fee collection. Furthermore, the deployment or usage of any alternate software system not approved by Authority for user fee collection, is also strictly prohibited. Any instance of usage of such handheld devices or **unauthorized software/system shall be treated as Fraudulent Activity** and any User Fee Collection Agency (ies), including Director(s) of such entities or owner, found practicing such fraudulent activities will attract penal action as per Clause 10 below of the Contract Agreement including debarment from NHLML/NHAI for a period up to One (1) year.
- ii) No fraudulent/parallel system to process cash transaction.
- iii) Video recording system will be provided to Command Centre on 24*7 basis and should not be mishandled.

1.15 PROVISION OF INFRASTRUCTURE:

- (a) The minimum infrastructure to be provided (in case not provided by NHLML or the

HAM Concessionaire) and maintained by the **facilitator** are as under. The **facilitator** will ensure the availability of consumable items used for smooth operation of User Fee Stations.

Printing & ticket media

- (i) Toner/ink cartridges (laser/inkjet) and ribbons (if dot-matrix used)
- (ii) Thermal paper rolls for POS/EDC, TOM printers, and TVM printers
- (iii) Pre-printed paper ticket stock (as per Authority's format/specs)

Cash handling & reconciliation

- (i) Change float (notes/coins) maintained at TOM at all times, sized to ensure continuous circulation during operating hours
- (ii) Tamper-evident cash deposit bags, banding straps, coin sleeves, and deposit slips
- (iii) Daily cash reconciliation forms / handover registers (printed pads)

Device upkeep & peripherals

- (i) Batteries for handheld validators/scanners (if used)

General stationery for ticketing counters

- (i) A4 copier paper, staplers/staples, pens/markers, adhesive tapes, envelopes, note pads

Hygiene/maintenance items (for equipment care)

- (i) Lint-free wipes/isopropyl wipes for scanners, keyboards, and printer paths

Stocking requirement: Facilitator shall maintain **minimum buffer stock** on-site (at least 15 days' average consumption for each consumable) and ensure **zero-stockout** during operating hours; replenishment logs to be kept for inspection. In case of any **stockout or non-availability** affecting operations, a **penalty of ₹20,000 per instance** shall be imposed, along with issuance of a **non-compliance letter** to the Facilitator.

(b) Deleted

(c) All expenses for consumables as defined above shall be borne by the Facilitator. The Facilitator shall abide by the instruction of the Authority in the matter of its format or size or language.

(d) An inventory (along with the condition and present book value) of infrastructural facility /equipment, and all other articles (properties of NHLML only) shall be prepared and duly signed by both the parties at the time of handing over or taking over of the User Fee Station(s). All rental article/equipment shall be returned immediately after handing over the User Fee Station(s) to the Facilitator and no rent shall be paid thereafter.

(e) The Facilitator shall abide by all the instructions issued by the Authority from time to time. The Facilitator also undertakes to abide by such instructions in order to make the process of User Fee collection simple, faster and hassle free by extending necessary cooperation in adopting the technological advancements in the process/work of User Fee collection.

(f) The Facilitator shall make necessary arrangements to ensure proper working of the User Fee Station(s) including various office equipment installed, bearing all expenses thereon during the entire period of this Contract and paying punctually charges in respect

of the User Fee Station(s)/collection booths as they become due and payable during period of this Contract.

(h) Deleted

(i) Whatever facilities and maintenance obligations fall within the mandate of the Concessionaire, same shall be provided by the Concessionaire of NHLML, during the Concession period.

(j) All The Display Boards at User Fee Station(s) should be well maintained. Any broken board shall be replaced by Civil Concessionaire and shall be intimated by Facilitator to RO/PIU/IE & Civil Concessionaire immediately. RO/PD shall ensure that these boards shall be replaced immediately.

- 1.16 The Facilitator shall make appropriate arrangement for management of the public at its own cost and shall ensure that the processing time for an individual at the User Fee counter should not be more than 30 seconds for the purpose of issuing USER Fee. All the counters shall be kept open at all times irrespective of peak or off-peak hours.
- 1.17 The Facilitator specifically undertakes to abide by all the instructions issued by the Authority from time to time on operational matters and further agrees not to raise any dispute against the same including any additional cost that the Facilitator may be required to bear to comply with such instructions.
- 1.18 During the contract Period, the Facilitator shall furnish to the Authority, within 7 (seven) days of completion of each month, a statement of User Fee substantially in the form provided by the Authority (the "Monthly User Fee Statement"). Proper record is to be maintained at the stations for the purpose of providing such information. The Facilitator shall also submit such information sought by the Authority in such format, as may be prescribed by the Authority from time to time.
- 1.19 The Facilitator/Contractor shall, prior to the close of each day, send to the Authority, by facsimile or fax, a report stating accidents and unusual occurrences near the Stations relating to the safety and security of the Users and Ropeway Section. A weekly and monthly summary of such reports shall also be sent within three days of the enclosing of each week and month, as the case may be. For the purposes of this Clause accidents and unusual occurrences on the Section shall include:
 - (i) death or injury to any person;
 - (ii) damaged or dislodged fixed equipment;
 - (iii) any obstruction, which results in slow down of the services being provided by the Facilitator;
 - (iv) disablement of any equipment during operation;
 - (v) communication failure affecting the operation of Ropeway Section smoke or fire;
 - (vi) flooding at the Station Buildings; and
 - (vii) such other relevant information as may be required by the Authority.
- 1.20 The Facilitator also agrees to abide by the requirement of Clause 1.14 in order to maintain operational transparency at the User Fee Stations.
- 1.21 The Facilitator also agrees to abide by the requirement of Section IV specifically on

deployment of the personnel for the purpose of this Contract.

- 1.22 The Facilitator agrees that maintaining adequate change/ coins and giving correct change to the Ropeway Users, while paying / receiving user fee is his sole responsibility and undertakes not to indulge in wrong practices like giving namkeen/coffee/wafer packets, etc. instead of giving change for the balance amount to the Ropeway Users. In case it is found during the surprise checks that the Facilitator is giving namkeen/ coffee/ wafer packets in lieu of change, the Facilitator at his cost shall issue an advertisement in the local newspapers asking the Ropeway Users to approach the Station Building for getting back the change by returning namkeen/ coffee/ wafer packets by showing the user fee payment receipt.

2. CONTRACT PERIOD

The contract period of Facilitator shall be valid initially for an initial period of 1 year, extendable for 1-year period for maximum of 2 times i.e. 2 additional years on a year-to-year basis from the date of execution of agreement/issue of work order. The Contract can further be extended as mutually agreed to, between the parties at same rate, terms and conditions for one more year. Before the expiry of the stipulated period, either party shall give in writing its intention to extend the contract. If the contract is agreed to be extended by both the parties, the same shall be in writing and a fresh Agreement shall be executed for the said period. However, the Authority reserves the right to reduce the period of Contract without any compensation and in such cases of early termination of contract, the total amount payable by the Authority to the Agency will be proportionately modified depending upon the period.

3. BID SECURITY

The Facilitator shall be required to furnish a security Bid Security of requisite value to Authority, in the form of an Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Annexure XII), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, or Bank Guarantee (including e-Bank Guarantee) as per the format at Annexure XIII from any scheduled Indian Bank in India, duly approved by the Reserve Bank of India (RBI). In the event of award of work. Bid Security shall be released to the successful bidder on submission of Performance Security and signing of the contract. In case of non-submission of Performance Security, the Bid Security of successful bidder shall be forfeited. The Bid Security of non-responsive bidder(s) shall be returned as promptly as possible. The Bid Security of the responsive bidder(s) shall be returned after signing of the contract.

4. PERFORMANCE SECURITY

The successful bidder shall submit a Performance Security in form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, or Bank Guarantee (including e-Bank Guarantee) as per the format at Annexure XIV from any scheduled Indian Bank in India, duly approved by the Reserve Bank of India (RBI), acceptable to Authority, equivalent to **5% of the total contract value** and the same shall remain valid for the 6 months after the end of Contract Period.

5. PAYMENTS

The Authority shall pay the monthly bills within a reasonable time in the succeeding month of billing month within 15th day after receiving a valid bill with all required supporting documents. While submitting the bills for payment, the Facilitator shall enclose the proof of remittance of contributions by employer as well as employee for Salaries paid, EPF, ESI, GST for preceding month of the billing month.

The Facilitator shall make actual disbursement of Remuneration to the outsourced Person in various categories as agreed with NHLML and in no circumstances the actual disbursement shall be less than the agreed amount. Further, salary shall be disbursed not later than 7th day of the wages month. All salary and other related payments should be transferred in the bank account of the outsourced person.

Facilitator shall be paid billing rates for services rendered by the personnel of all categories on man-month basis. Beginning 13 months of the services provided, billing rates shall be increased on salaries @ 5% every 12 months for local currency for the subsequent period of the services rendered. Further, service charge percentage shall remain same during the period of the contract. All payments shall be made in Indian Rupees and shall be subjected to applicable Indian laws withholding taxes if any.

Payment shall be released as per rates quoted in Annexure - XVII.

It is understood (i) that the remuneration rates shall cover (A) such salaries and allowances as the Facilitator shall have agreed to pay to the Personnel as well as factors for social charges and overhead, and (B) the cost of backstopping by home office staff not included in the Personnel listed in Annexure - XVII, and (C) the Facilitators' fee; (ii) that bonuses or other means of profit-sharing shall not be allowed as an element of overhead, and (iii) that any rates specified for persons not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Authority, once the applicable salaries and allowances are known.

Remuneration for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Facilitators' home office and directly attributable to the Services (one hour being equivalent to 1/240th of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30th of a month).

6. STATUTORY REQUIREMENTS

- 6.1 The facilitator shall comply with the statutory provisions of all labour laws statutes, ordinances, rules and regulations applicable to the employment of the workers and the services agreed to be provided pursuant to this Agreement and shall obtain all necessary registration, licenses, approvals, sanctions from the Competent Authority as are required under Employees Provident Funds and Miscellaneous Provisions Act, 1952 along with Rules (EPF), Employees State Insurance Act, 1948 along with Rules & Regulations (ESI), Contract Labour (Regulation & Abolition) Act, 1970 along with Rules, 1971 and under any other applicable laws providing that any approvals and registration that are required to be taken

by the facilitator due to the nature of its business. In case the facilitator contravenes any conditions of license granted under the Contract Labour Act, the facilitator shall be wholly responsible for the consequences thereof. Further, the facilitator shall maintain all statutory registers, records as required under the applicable laws and shall produce the same, on demand to the Authority “PD-VARANASI” or any other authority under law. The Authority reserves the right to withhold invoices if the facilitator fails to produce proof of having remitted the PF/ESI dues or records are not maintained. The facilitator shall be held wholly responsible for any action taken by the Statutory Authorities for violation/non-compliance of any such provision/rule.

- 6.2 The facilitator will comply with all the requirements of the Statutory Authorities under Contract Labour (Regulation & Abolition) Act, EPF Act ESI Act, Employees Compensation Act, Minimum Wage Act, Payment of Wages Act, Professional Tax etc. including monthly contribution to be deposited with the Statutory Authorities in respect of the employment of workers by him. The wages of every person employed as contract worker shall be paid without any deductions of any kind except those specified by the Central Govt. by general or special order in this behalf or permissible under the Payment of Wages Act, 1936. The facilitator shall ensure the disbursement of wages in the presence of an authorized representative of Authority by obtaining a certificate under the signature of such authorized representative, at the end of the entries in the register of wages. If the facilitator fails to comply with any of the provision under any Act or rule or regulation applicable to it and as a consequence of which the Authority is compel to bear any additional financial burden such as fine, penalty, lose or of any other nature, the Authority reserves the right to recover such amounts from the invoices of the facilitator along with interest without prior notice.
- i. The Facilitator shall maintain prescribed Attendance Register for the deployed manpower regularly and submit for inspection on demand by Authority even after expiry of the period of present contract.
 - ii. The Facilitator shall be required to submit to Authority consolidated monthly salary, deduction, and allowance statements of each employee deployed to work duly signed along with the bills of payment for records.
 - iii. The **facilitator** shall ensure for holding of valid licenses for providing facility services from the concerned Govt. Departments including Authority PO-VARANASI under all statutory orders/notifications etc. and laws applicable.
 - iv. The **facilitator** shall submit an affidavit on due contribution of PF/ESI for the previous month, stating that they have disbursed all the due wages and has also deposited the due contribution of ESI and PF in the ESI and PF department in each month, before submitting the facilitator’s bill to finance/accounts department for payment to the Facilitator.
 - v. All the statutory obligations relating to Gratuity, PF, ESI, Bonus weekly off, minimum wages, workman compensation, leave etc. and other requirements like uniform/washing allowance to be provided to the workers in facility services shall be the sole responsibility of the Facilitator.
 - vi. To ensure compliance, the facilitator has also to give an undertaking on an Affidavit that if they have not paid any dues to the contract personnel deployed by them and

has not deposited the due contribution of ESI and PF, **facilitator** shall be responsible to pay such dues to the workers and the balance contribution of ESI and PF in future including the interest & penalty if any imposed by any Statutory Authority of Competent Jurisdiction.

7. COMPENSATION

The Facilitator shall ensure that the property of Authority is not damaged in anyway due to carelessness of deployed manpower. In case of any injury of major accident the Facilitator shall be required to compensate to the deployed manpower suitably due to the negligence and for not exercising due diligence. Authority will not be responsible on this account in any way. The Facilitator will also ensure proper compensation to the deployed manpower on account of injury/death during the course of their deployment. The Facilitator shall make necessary insurance arrangements for the manpower deployed and deposit the policy with Authority. Insurance policy will cover all staff deployed under contract for any injuries / fatal accident / death in any accident.

8. FORCE MAJEURE

Neither party shall be considered in default in the performance of its obligation under this agreement, if such performance is prevented or delayed on account of war, civil commotion, epidemics, fire, unprecedented floods, acts of god or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lighting, earth quake, cyclone, or because of promulgation of any law or regulations by the govt. or any judgment of any court of Competent Jurisdiction or Statutory Authority in India made against the Facilitator in any proceedings for any reason other than failure of Facilitator to comply with any Applicable Law or Applicable Permits or on account of breach thereof. At the time of occurrence of a force-majeure condition, the affected party shall give a notice in writing within 15 days from the date of occurrence of the force-majeure condition indicating the cause of force-majeure condition and the period for which the force-majeure condition was likely to subsist. In the event the affected party is prevented from fulfilling its obligation under the agreement owing to the force-majeure condition continuing for more than 30 days, both Parties shall consult each other regarding the continuation of this agreement including early termination.

9. DEDUCTION OF INCOME TAX AND PAYMENT OF SERVICE TAX

- (i) Income tax shall be deducted by the facilitator (if applicable) from all the accepted payment to be made so far, in accordance with the provisions of Income Tax Act, 1961. Firm must be registered for work contract tax and also quote their PAN number.
- (ii) Service Tax or any other tax as applicable for the service provided to Authority shall be borne by the bidder/facilitator to whom the contract is awarded.

10. TERMINATION AND PENALTY

- i) The Contract may be terminated even before the stipulated period by Authority giving the Facilitator one month's notice in writing.
- ii) Either party may Pre-Terminate for any just cause like Force- Majeure upon two

- month's advance notice in writing to the other party. Any violation of agreement or suppression of facts will attract termination of agreement by giving 60 days' notice. Any Pre-Termination of this agreement shall not prejudice the rights or claims of either party which may have accrued prior to such termination.
- iii) In case the Facilitator fails to abide by the terms and conditions, the Authority besides termination will be at liberty to obtain the Facility Services from any other agency at the risk and cost of the Facilitator.
 - iv) If any personnel is deployed by Facilitator without uniform, the Authority may impose penalty @Rs. 2000/- per day.
 - v) The Facilitator is not permitted to sub contract any job arising under this contract further. The Facilitator will neither appoint any sub-agency nor assign any burden or benefit of this contract to any third party. In case of breach of this condition, the contract is liable to be terminated by giving one month notice to the facilitator. In addition, the Authority may forfeit the Performance Security of the Facilitator and may suspend the Facilitator for participation in the tendering process for the works of MoRTH/NHAI/NHIDCL/NHML and works under other Centrally Sponsored Schemes for a period of One Year.
 - vi) If the Facilitator or the staff mobilized by the Facilitator is found involved in any Malpractice/Cheating/Corruption/Others which may result in loss of Revenue to Authority, the Authority besides removing/blacklisting the staff may also take penal action against the Facilitator including fine upto ₹ 10,000/- per instance (upto 3 instances) and thereafter the Authority in addition to fine may also Terminate the Contract, forfeit Performance Security and suspend the Facilitator for participation in the tendering process for the works of MoRTH/NHAI/NHIDCL/NHML and works under other Centrally Sponsored Schemes for a period of One Year.
 - vii) If the Staff other than approved CV is found on Site, a penalty of ₹ 5000/- per staff per day shall be imposed.
 - viii) The Facilitator should ensure payment of wages to all the workers through their Bank account by 7th of each month or by 6th (in case of 7th is a Sunday/Holiday) and submit the Bank statement with next month bill. Noncompliance of this condition will result in a penalty of Rs. 10,000/- on each occurrence.
 - ix) **PENALTY FOR CHARGING EXCESS USER FEE:**
 - a) In case, it is observed and/or established to the satisfaction of the Authority that the Facilitator/staff of Facilitator/fee collecting agency has charged User Fee in excess of the prescribed rate, the Authority may impose a penalty of an amount equal to **fifty times** of the actual amount so charged per day for 30 days i.e. (**actual amount charged x 30 days x 50**). After three such incidents of levy of penalty for excess charging, the part performance security of an amount equal to Rs 2.5 lakhs shall be forfeited in addition to such recoveries. The facilitator shall have to replenish the forfeited performance guarantee, in the same mode as it was deposited earlier, within 10 days of such forfeiture to continue with the collection work failing which the contract shall be terminated and the balance performance guarantee shall also be forfeited. If the incident of excess charging is again observed and/or established to the satisfaction of the Authority after forfeiture of part performance guarantee, the contract shall be terminated and the entire

- performance guarantee shall be forfeited.
- b) The termination under this clause shall make the Facilitator liable for unconditional forfeiture of the Performance Security.
 - c) The termination under this clause, in addition to unconditional forfeiture of the Performance Security, shall make the Facilitator liable for debarring from assigning any future work with Authority.
- x) **PENALTY FOR FAILURE TO DEPOSIT THE AMOUNT AGAINST CASH COLLECTED AT USER FEE STATIONS:**
- a) In case there is a delay in keeping the cash ready for pickup at User Fee Stations, resulting in a delay in deposit of such cash to the Authority beyond the due/specified day, the Authority shall levy a penalty @ 0.1% per day of that day's cash amount due for deposit for the period of delay attributable to the Facilitator in ensuring readiness of cash for pickup by Authorized Representative of Authority. The Facilitator shall pay the dues along with the penalty within 3 days of the specified day, failing which the same will be adjusted from the Performance Security by the Regional Officer/Project Director. The Performance Security shall be replenished by the Facilitator within 7 days from the date of such recovery. If the Facilitator fails to replenish the Performance Security and clear the dues within the next 7 days, the contract is liable to be terminated.
 - b) For avoidance of doubt, if more than one payments (cash collected amount handover to Authorized Representative of Authority) are delayed and the Facilitator deposits a lumpsum amount, this will be adjusted following First-in-First- out (FIFO) approach, i.e., the earliest payments (cash collected amount) due shall be first adjusted along- with the applicable penal interest on the earliest payments (cash collected amount) on that date and in similar manner the other payments (cash collected amount) shall be adjusted. No further interest shall be applicable on the penal interest component. The penal interest shall be simple, i.e., it shall not be compounded.
 - c)
 - If the payments (cash collected amount) outstanding including penal interest, if any, on ending of the contract is less than the Performance Security, then such amount shall be recovered from Performance Security, accounts will be settled and balance securities will be released and penal interest shall be levied only upto end date of contract. In case the facilitator has not deposited the payments (cash collected amount) of last week on ending of the contract period which is also to be adjusted from the Performance Security, then an additional penal interest @ 0.1% per day for 7 days on the last week payments (cash collected amount) shall also be levied.
 - If the payments (cash collected amount) outstanding including penal interest, if any, on ending of the contract are more than the Performance Security, then the dues to the extent of Performance Security will be adjusted as provided at Para-(C) (i) above, following FIFO approach given at Para-(ii) above and the balance including penal interest shall be deposited by the Facilitator.

For avoidance of doubt, it is clarified that after the end of contract period, the

penal interest @ 12% p.a. compounded annually only will be applicable on the balance payments (cash collected amount) to be deposited and the penal interest due as on end date of contract period, till payment of dues by the facilitator.

Note: RO and PD shall make prior effort to ensure that under no circumstances, the amount of default including penal interest should exceed the total performance security amount at the end/termination date of contract period.

xi) PENALTY FOR FAILURE TO COMPLY ANY OTHER THE OBLIGATIONS SPECIFIED IN THIS CONTRACT:

In case of non-compliance of any of the obligations specified in **Clause 1.14, 1.15, 1.16, 1.17, 1.18, 1.20, 1.21 and 1.22** the Authority shall levy penalty @ **Rs.1.0 lakh** per default. For **1.19** the penalty shall be @ **Rs.10,000/-** per default, without prejudice to any other rights of the Authority under this Contract.

However, in case of non-compliance of obligations specified in Clause 1.20 the Authority shall levy a penalty of Rs. 5 Lakhs for first instance of violation, Rs. 10 Lakh for second instance of violation. In third instance of violation, a warning notice to be issued to the Facilitator by Project Director & a penalty of Rs. 15 Lakh to be imposed. In case of any further violation under clause 1.22 the Facilitator will be debarred for One year and their performance security (BG) will also be forfeited including Termination of Contract Agreement, without prejudice to any other rights of the Authority under this Contract. The date of default will be the date of reporting to the facilitator by the Project Director or any other authorized representative of the Authority.

In addition to levy of penalty as above, more than **three defaults in a month** under this clause may attract termination of this contract. The decision of the Project Director to levy the penalty under this clause shall be final and binding. The penalty so levied shall be recovered from the performance guarantee which shall be replenished by the facilitator within 10 days from the date of such recovery failing which the contract is liable to be terminated.

11. ADDITIONAL SERVICES

If required by the Authority, the Facilitator shall also be required to provide additional services / manpower of the categories which are not covered under Section relating to Staff Deployment at the offices of RO/POs, at the rates as decided by the Authority or minimum wages, whichever is higher.

12. ENHANCEMENT

- a) Beginning 13 months of the services provided, billing rates shall be increased on salaries @ 5% every 12 months for local currency for the subsequent period of the services rendered. Further, service charge percentage shall remain same during the period of the contract. No additional enhancement in the amount quoted by facilitator

- will be allowed during the contract period on any account
- b) The total number of Manpower may be increased or decreased as mentioned in scope of work as per requirement, after approval of Competent Authority, NHLML. The wages of all additional manpower will be as per contract only.
 - c) The Authority may ask the Facilitator for requirement of manpower of the post / category which are not mentioned in scope of work.
 - d) Any increase/s in minimum wages as revised by the State Government from time to time shall be brought to the notice of the RO/PO-VARANASI by the Facilitator. Accordingly, if applicable, the same shall be enhanced along with the applicable rate of PF &ESI and any other statutory dues thereon.
 - e) Salary/wages etc. of all categories of staff deployed under facility services shall be paid by the facilitator and shall be reimbursed by the Authority after submission of the bills along with supporting documents in this regard by the Facilitator
 - f) Casual Leave: NHLML will allow one Casual Leave per month (i.e. 12 CL in one calendar year) for each worker engaged in this contract. The leaves will be credited in the account of the outsourced staff on half yearly basis. 6 CLs will be credited on 1st January and remaining 6 CLs shall be credited on 1st July in the same calendar year. Outsourced staff joining during the year shall be allotted leave quota on pro-rata basis. The unutilized leave will not be carried forward in next calendar year and lapse in the end of the calendar year. There is no provision for leave encashment

13. INSURANCE:

- **Insurance under Group Insurance Policy (GIP):** The **Facilitator** shall maintain at its own expense, professional liability insurance including coverage for errors and omission caused by **Facilitator's** negligence in the performance of their duties under the Contract: (A) for the amount equivalent to total payments for remuneration and reimbursable expenditure made or expected to be made to the **Facilitator's** hereunder or (B) the proceeds that the **Facilitator's** may be entitled to receive from any insurance, maintained by the **Facilitator's**, to cover such as liability, whichever of (A) or (B) is higher. The Policy should be issued only from nationalized insurance company. The **Facilitator's** shall not cancel the policy mid- term without the written consent of the Employer and shall submit an undertaking from the Insurance Company in this regard.
- If required under the law for the time being in force, the Facilitator shall arrange adequate insurance to cover each of its personnel deployed against any type of accidents, for all the assets owned by the Facilitator and cash in booth, cash in chest, and cash in transit. The expenditure incurred for procuring such insurance shall be borne by the Facilitator alone.
- As per the instruction of the Authority the Facilitator shall also arrange adequate Insurance cover at its own cost favoring the Authority, for all the properties handed over by the Authority for comprehensive risk.

14. OVER PAYMENTS & UNDER PAYMENTS

Wherever any claim for payment of a sum of money to Authority arises out of or under

this contract against the Facilitator, the same shall be deducted by Authority from any subsequent payment due to the Facilitator & if fall short all such remaining payment shall be recoverable by the Authority from the security deposit.

15. If any damage / theft are caused to the assets / property / office equipment by staff or supervisor of the Facilitator then the Facilitator shall bear the cost and Authority may deduct and withhold the payment equal to the sum of assets and property without serving any notice.

16. CANCELATION OF CONTRACT IN FULL OR IN PART

16.1

- (i) If the Facilitator at any time defaults in proceeding with the work and continues to do so for 30 days from the date of receiving a notice in writing from Authority.
- (ii) Commits default in complying with any of the terms and conditions of the contract and does not take effective steps to rectify it within 15 days from the date of receiving a notice in writing from Authority.
- (iii) Fails to provide the services stated in the scope of work and does not complete them within 15 days from the date of receiving a notice in writing from Authority.

In the event of default by the facilitator on any of the above, the Authority may without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to Authority by written notice, cancel the Contract as per whole or only such work where the facilitator is in default. The balance or the work withdrawn from the facilitator will be got executed through other agency at the Risk & Cost of the defaulting facilitator. The excess expenditure if any in completion of the balance work or the work withdrawn will be recovered from the defaulting facilitator. Besides above, a penalty as deemed fit to the Authority shall be recovered from the facilitator. In case of part cancellation, the services shall be taken by Authority from any other agency by nomination as decided by the Competent Authority at the risk and cost of the facilitator.

- 16.2 Authority shall on such cancellation have powers to take possession of the site and any materials thereon; and /or carry out the incomplete work by any means at the risk and cost of the Facilitator. Any excess expenditure incurred or to be incurred by Authority in completing the works or part of the works or the excess, loss or damages suffered or may be suffered by as aforesaid after allowing such credit as shall be recovered from any money due to the Facilitator on any account and if such money is not sufficient the Facilitator shall be called upon in writing to pay the same within 30 days.

17 Dispute Resolution

- 17.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this agreement (including its interpretation) between the parties, whether during the execution of the work or after the completion and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the Conciliation Procedure as set forth below.

- 17.2 The parties agree to use their best efforts for resolving all disputes arising under or in

respect of this Agreement promptly, equitably and in good faith and further agree to provide each other reasonable access to all the records, information and data pertaining to any dispute.

- 17.3 CONCILIATION- In the event of any dispute between the parties, either party may require such dispute to be referred to the CEO NHLML for amicable settlement thereof, and upon such reference the CEO NHLML shall refer the dispute to one conciliator of the rank of General Manager and the parties shall agree on the name of a sole conciliator appointed by CEO NHLML, for commencement of conciliation proceedings. The conciliation proceedings shall be in accordance with the procedure prescribed in PART III “CONCILIATION” of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015.
- 17.4 The Parties agree that the process of Conciliation and Amicable Settlement Mechanism will be a Pre-requisite condition before taking recourse to the operation of the Arbitration Clause.

18. Arbitration

- 18.1 The parties agree that any dispute or difference arising under or out of or in relation to this agreement, which is not resolved amicably by conciliation, as provided above, shall be finally decided by reference to Arbitration by a sole Arbitrator. The Dispute shall be finally referred to DG (RD) & SS, MoRTH. The detailed procedure for conducting Arbitration shall be governed by DG (RD) & SS, MoRTH and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time. The Dispute shall be governed by Substantive Law of India. Subject to the provisions of THE LIMITATION ACT, 1963, as amended from time to time, Arbitration may be commenced during or after the Contract Period, provided that the obligations of Authority and the facilitator shall not be altered by reason of the Arbitration being conducted during the Contract Period.
- 18.2 The venue of Arbitration shall be New Delhi or a place selected by DG (RD) & SS, MoRTH and the language for all documents and communications between the parties shall be English.
- 18.3 The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be shared by each party itself.
- 18.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. Further, the parties unconditionally acknowledge and agree that notwithstanding any dispute between them, each party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Article.

19. GOVERNING LAW AND JURISDICTION

This agreement shall be construed and interpreted in accordance with and governed by the Laws of India and the Courts at New Delhi shall have jurisdiction over all matters arising out of or relating to this agreement.

20. GENERAL

- a) In the event of any dispute over the interpretation of any of the clauses of this agreement or any part thereof including definitions, the decision of CEO NHLML shall be final and binding on Facilitator.
 - b) The jurisdiction of legal complaints shall be confined to New Delhi only.
 - c) The Authority and Facilitator shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute arising between them under the contract or in connection with it.
 - d) In the case of a dispute or difference arising between the Authority and Facilitator relating to any matter arising out of or connected with this contract, such dispute or difference shall be referred to Hon'ble Courts in New Delhi only and the decision of Hon'ble Court i.e., Lower Court, High Court & Supreme Court shall be binding on both the parties.
21. The Facilitator shall issue photo identity cards at his own cost with the details viz. name, Mother's Name, Father's Name, Date of Birth, Name of the Organization with address and telephone No., blood group etc. to each and every worker, supervisory staff. Security staff shall be at liberty to exercise check on any of the works, supervisors while entering, search them in the premises during the work and while leaving from the premises. The Facilitator shall also make arrangements to provide 2 sets of summer uniforms in the month of March (with facilitator's logo and name of worker) and 2(two) sets of winter uniform in the month of October with pullover (with facilitator's logo and name of worker) to each employee, per year at its own cost and will be distributed well before the one set of the season in presence of representative of Authority. The uniform shall be of such design, colour, style and pattern as approved by the Authority including accessories such as cap, Photo Identity Cards issued by the Agency. The personnel shall, while on duty, always wear the uniform in a neat, clean and well ironed condition. Minimum specifications for uniforms shall be as follows:
- Quality and type of fabric: Acceptable to Authority;
 - Name plate in Hindi/English and affixed above left pocket on the shirt;
22. All the statutory obligations relating to Gratuity, PF, ESI, Bonus weekly off, minimum wages, workman compensation, Leave etc. and other requirements like uniform/washing allowance to be provided to personnel in facility services shall be the sole responsibility of the Facilitator.
- 23. INTER-SE-RELATIONS:**
- 23.1 In all circumstances it is clearly understood by the parties that the personnel deployed by the Facilitator shall have no connection whatsoever with the NHLML and the relationship of master and servant or employer and employee shall be only between the Facilitator and the personnel. NHLML will have no administrative, supervisory and managerial control over the personnel deployed by Facilitator.
- 23.2 In case of termination of this contract on its expiry or otherwise, the personnel deployed

by the Facilitator shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in the NHLML.

23.3 The facilitator shall at all times (including after employment ends for any reason):

- i) Hold all confidential information in confidence and not discuss, communicate or transmit to others or make any unauthorized copy of or use the information held by you in fiduciary capacity or in any other capacity, position or business unrelated to Authority and unauthorized by Authority;
- ii) Use the confidential information in confidence only in furtherance of proper Authority related reasons for which such information is disclosed or discovered; Take all reasonable action, that Authority deems necessary or appropriate, to prevent unauthorized use or disclosure of, or to protect Authority's interests in, the confidential information excepts as required by law to do so.

24. OTHER TERMS & CONDITIONS OF THE CONTRACT

24.1 Removal of Workmen:

The frequent replacement of key personnel is not desirable. The Facilitator shall replace the person from the works who in the opinion of the Authority's officer, misconducts himself or is incompetent or negligent in the proper performance of his duties. Such a person shall not be again employed upon the works without permission of the NHLML officer.

If the performance of the outsourced personnel is unsatisfactory, NHLML shall give a notice of fifteen (15) days to the Facilitator to take necessary action to improve the performance of outsourced personnel and the performance does not improve even after fifteen (15) days of such communication, the Facilitator shall provide a replacement acceptable to NHLML within five (05) days" time.

Further, if need be, the permission of replacement of key personnel/ other staff will be obtained from the RO/PD concerned in advance. The RO/PD, if satisfied with the reasons submitted to him, may allow such replacement after verifying the CVs strictly in accordance with the requirements prescribed above. If the Staff other than approved CV is found on site, a penalty of **Rs. 5000/-** per staff per day shall be imposed.

25 Instruction and Notices: All notices required to be given by one party to the other party on the address given by Facilitator and all other communications, documentations and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

All notices to be given by Authority or its representative to the Facilitator under the terms of contract which shall be served upon them by Registered Post or Speed Post or Fax or delivering the same to the facilitator's place of business, herein given above.

(SECTION-VII)

SPECIAL CONDITIONS OF CONTRACT

SECTION: VII

SPECIAL CONDITIONS OF CONTRACT

1. The Facilitator shall make arrangement to issue **Plastic Identity cards** with Photographs to each of the staff for entry into the premises. These I cards shall be issued by the Facilitator at his cost. Security staff shall be at liberty to exercise check on any of the workers, supervisors while entering, search them in the premises during the work and while leaving from the premises.
2. In case it is felt by the Authority's officer or his authorized representative that any workman or supervisor of the Facilitator is not suitable for carrying out the job or for supervision then the workmen or the supervisor is to be replaced immediately by the Facilitator on receiving official communication from Authority.
3. All work under and in course of execution shall at all times be open to the inspection and supervision of the Authority's officer or his authorized subordinates. Orders given to the facilitator's agent shall be considered to have the same force as if these have been given to the Facilitator himself.
4. The facilitator shall undertake unconditional certificate to comply with all the provision provided in the Labour Law and responsibilities of the Principal Employer and indemnify the Authority against any claim whomsoever arising out of this assignment
5. **Period of contract**
The Contract shall be valid initially for an initial period of 1 year, extendable for 1-year period for maximum of 2 times i.e. 2 additional years on a year-to-year basis from the date of execution of agreement/issue of work order. The Contract can further be extended on mutual consent on the same terms and conditions for one more year. However, the Authority reserves the right to reduce the period of Contract without any compensation and in such cases of early termination of contract, the total amount payable by the Authority to the Agency will be proportionately modified depending upon the period.
6. **Extension of contract**
If the Facilitator shall desire an extension of contract he shall apply in writing to the Authority's officer within 30 days before the expiry of contract. Authority will decide whether the Contract can be extended or not and shall communicate the same to the Facilitator.
7. During the tenure of the contract the Facilitator has to coordinate his work with other agencies working inside or outside the building while attending to his jobs.
8. Deleted.
9. If any staff is required to visit MoRT&H, or any other Ministry / Department of Government of India or any other local area related with official work assigned by their controlling officers, he/she will be paid local conveyance allowance @ Rs.4.00 per km or as decided by Authority. The amount of local conveyance will be reimbursed to the

Facilitator by Authority upon submission of bills.

10. The Facilitator shall pay & continue to pay during contract and also pay till full settlement with the labour(s) or workers for all statutory requirements applicable as per rules and applicable law, including gratuity/retrenchment benefits pertaining to the currency of the contract. He shall indemnify Authority and shall keep Authority indemnified against such claims.
11. In the event of the Facilitator committing any breach of any terms and conditions herein contained and /or required to be observed and performed by the Facilitator for the satisfactory and faithful performance of the contract, NHLML shall be at liberty to terminate this contract by giving one month' notice and without assigning any reason and Authority shall be entitled to forfeit the security deposit or any part thereof.
12. In case of non-compliance of contract obligations with regard to and also in case of any damages or breakages to the buildings and fittings attributable to Facilitator's labor, Facilitator will be responsible for repairing /replacing the same at his cost failing which cost with suitable penalty shall be imposed on the Facilitator by officer of Authority whose decision shall be final and binding on the Facilitator.

13. Indemnity

13.1 The Facilitator shall indemnify and undertakes to keep indemnified and save harmless and defend the Authority including all its officers, directors, employees, agents and its affiliates and subsidiaries from and against any and all claims, demands, actions, proceedings, costs, expenses (including, but not limited to, legal and other professional fees and expenses) losses, damages and other liabilities etc. of any nature whatsoever, suffered or incurred by Authority and that may be raised by its workmen or by any third party in connection with the obligations under this contract and/or instituted as a result of any breach or default on the part of the Facilitator of any applicable laws, rules or regulations with respect to the workmen supplied or otherwise because of non- payment of taxes/failure to comply with applicable laws relating to the Facilitator's Business.

13.2 The Facilitator shall indemnify and compensate the Authority, if the Authority as principle employer under the Contract Labour (Regulation & Abolition) Act, 1970 or under any other Statutory Legislation becomes liable to assume any liability, penalties and/or obligations arising out of and from the aforesaid Acts or other similar legislations.

13.3 Authority shall not be held liable vicariously or otherwise for any deeds, promises, offences or misconduct committed by the Facilitator or any of its workers deployed. The persons deployed by the Facilitator shall be bound to exercise a duty of care in the rendition of any service and/or in the conduct of any activities pursuant thereto and shall keep Authority indemnified from and against any lose caused to or suffered by the Authority due to any act of omission or commission or negligence or willful misconduct whatsoever or any declaration found to be false or incorrect of the Indemnifying Party.

14. Confidentiality

That the facilitator and the workers deployed by it and/or any of its personnel staff

shall not either during the period of this contract or at any time thereafter, divulge or use or disclose to any third party, the secrets or confidential information including but not limited to details of office, operation process, technical know-how, security/administrative/ organizational matters or any information relating to business or affairs of Authority and/or its affiliates which the facilitator is exposed to or is received or which may have acquired during the course of the performance of the outsourced services or pursuant to any activities conducted for Authority, and the Facilitator shall indemnify and keep indemnified the Authority from any loss or damage arising from breach of this undertaking. The Facilitator shall take the necessary steps to cause its officers/employees to observe the confidentiality provisions hereof.

(SECTION-VIII)

ANNEXURES, FORMS OF APPLICATION, LOA & AGREEMENT

Annexure-I

Power of Attorney for signing of Bid

(To be given on Non-judicial stamp paper and duly notarized)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms. (Name), son/daughter/wife of.....

and presently residing at, who is presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the Project proposed or being developed by the National Highways Logistics Management Limited (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY
OF, 20.....

Witnesses:

- 1.
- 2.

Accepted Notarized

For.....

(Signature, name, designation and address)

(Signature, name, designation and address of the
Attorney)

Notes: *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (Rupees One Hundred Only) and duly notarized by a notary public.*

Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostile certificate.

ANNEXURE-II
AFFIDAVIT

(To be given on a Non-judicial stamp paper and duly notarized)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments and bid application are true and correct.
2. The undersigned also hereby certifies that neither our firm _____ nor any of its constituent partners if any have abandoned any work or works on National Highways Logistics Management Limited/National Highways Authority of India nor any contract awarded to us for such works has been rescinded during last five years prior to the date of this bid. We also hereby declare that neither our firm nor any partner/director has even been black listed by any Govt/PSU/Statutory Authority or suspended for any period of contract or penalized for any breach.
3. The undersigned also furnish undertaking that we are not declared by any court of law as proclaimed offenders also that we are not convicted under any law for the offences punishable under Indian Penal Code, TADA, POTA, Negotiable Instruments Act or any Labour/employee beneficial legislation's.
4. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by NHLML to verify this statement or regarding my (our) competence and general reputation.
5. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the NHLML with in stipulated specified period.

(Signed by an Authorised Officer of the Firm)

I/We the above-named deponent do hereby verify that the contents of the aforesaid paragraphs 1 to 5 are true and correct to the best of my/our knowledge and belief and nothing is concealed there from. Verified at Delhi thisday of 2026

(Signed by an Authorised Officer of the Firm)

Title of Officer Name of the Firm

Appendix I to Annexure II

UNDERTAKING

I, the undersigned do hereby undertake that our firm/individual/Proprietor(s)/ Board of Directors etc. of the firm have been or have not been (strike whichever is applicable) black- listed/ debarred/ suspended/ held non-performer etc. by any Central Govt./State Govt./Autonomous Body/PSU/Pvt. Sector etc.

2. Further, no litigation or arbitration has been made by/against our firm/any individual/ Proprietor(s)/ Board of Directors etc.

OR

1. The details of black-listing/debarment/suspension/non-performance etc. by Central Govt./State Govt./Autonomous Body/PSU/Pvt. Sector etc. is given as under:-
2. Details of litigation/arbitration by/against our firm/any individual/proprietor(s)/Board of Director(s) this firm is given as under:-

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of firm

DATE

ANNEXURE- III
UNDERTAKING

I, the undersigned do hereby undertake that our firm M/s
would invest a minimum cash up to 25% of the value of the work during implementation of
the Contract towards the working capital.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

**ANNEXURE- IV
UNDERTAKING**

I, the undersigned, do hereby undertake that our firm M/s. _____ agree to abide by this bid for a period of _____ days after the date fixed for receiving the same and it shall be binding on us and may be accepted at any time before the expiration of that period.

(Signed by an Authorized Representative of the Firm)

Name of the Representative

Name of Firm

DATE

ANNEXURE- V

FORM OF LETTER OF APPLICATION

To,

The Chief Finance Officer,
National Highways Logistics Management Limited
2nd Floor, D-21, Corporate Park, Dwarka, Sector-21,
New Delhi, Delhi - 110077.
e-Mail: cfo@nhlml.org ; ropeways-nhlml@nhlml.org

Sub: Description of Works- Facility Services as User Fee Collection Agency for Varanasi ropeway project from Varanasi Cantt. Station to Godowlia Chowk in the state of Uttar Pradesh.

Dear Sir,

Having examined the Bid Document, Instructions to Bidders Qualification Information, Scope of works, etc. for the subject work. We hereby submit our bid for the subject work.

It is certified that the information furnished in this document is true and correct. The proposal is unconditional and unqualified. I/We, the undersigned unconditionally accept that NHLML reserves the right to reject any or all application without assigning any reason.

Thanking you,

Yours faithfully,

(Authorized Signatory)
for and on behalf of M/s_____

Annexure-VI

Tender for Facility Services as User Fee Collection Agency for Varanasi ropeway project from Varanasi Cantt. Station to Godowlia Chowk in the state of Uttar Pradesh

1. Name of Tendering Company/Firm/Agency/Facilitator with Regn. No, if any :
(Attach Certificate of Registration/Certificate of Incorporation/MOU) (Pl. Indicate page. no. also)
2. (a) Name of the Proprietor/owner(s)/Active Partner(s)/Directors of the Company/firm/agency :
(b) Name of the Officer/authorized representative as per POA(Annex.-I)
(c) Year of Constitution of company/firm etc.
(d) Legal status of Bidder (Proprietorship/Partnership or Pvt. Ltd .firm)
[Upload scanned copy of original]
(e) Place of registration:
(f) Principal place of business:
(g) Total value of work done in the last three years =Rs.....
(h) Annual Turn Over during the following Financial Years (Upload scanned copies of certificate from Chartered Accountant also to substantiate)
FY 2025 -2026:
FY 2024 -2025:
FY 2023 -2024:
Total :.....
Average Turn Over :
3. Complete address of the Registered Office of the Co./Firm/Agency/Facilitator : Telephone No./FAX No./E-Mail Address :
4. Complete address of Operating/Branch Office at Delhi/New Delhi :
5. **Bank details of the Company/Firm/Agency/Facilitator:** (Name of the bank/ branch/ Account No./ Type of Account/ IFSC Code/ RTGS details etc.)
(Attach cancelled cheque-(Indicate page. no. also)
6. (a) Details of Cost of Bid document: (Attach Copy and indicate page. no. also)
(b) Details of Cost of Bid Security: (Attach Copy and indicate page. no. also)
7. **Furnish the following information (Whichever is applicable)**
 - i. PAN/GIR No. (Attach Copy and indicate page.no.also) :
 - ii. TIN No. (Attach Copy and indicate page.no.also) :
 - iii. GST No. (Attach Copy and indicate page.no.also) :
 - iv. Certificate of Incorporation (Attach Copy and indicate page. no. also):
 - v. Labour license No. (Attach Copy and indicate page.no. also) :
 - vi. EPF Regn. No. (Attach Copy and indicate page.no.also) :

- vii. ESI Regn. No. (Attach Copy and indicate page.no. also) :
- viii. MoU, if Any (Attach Copy and indicate page.no.also) :
- ix. CBEC Regn. (Attach Copy and indicate page.no.also) :
- x. Sales Tax Regn. No. (Attach Copy and indicate page.no. also) :
- xi. ESIC Code No. (Attach Copy and indicate page.no. also) :

8. 'Average Annual Turn Over' for the following financial years : (Attach CA certificate to this effect and indicate page. no. also)

Financial Year	2025- 26	2024- 25	2023 - 24
Annual Turn Over			
Average Annual Turn Over			

9. 'Net Worth' for the following financial years : (Attach CA certificate to this effect and indicate page. no. also)

Financial Year	2025- 26	2024- 25	2023 - 24
Net Worth			
Avg. Net Worth			

10. Detail of Work. (Attach work experience/contract agreement(s)/ work completion certificate(s) issued by the organizations and indicate page. no. also)

Name of Organization	Period of Work Experience	Value of Work	Whether value of work given in col. 3 of this table is against one work/contract agreement (Yes/ No). If yes, enclose copy of agreement & satisfactory work completion certificate showing value of work also.
1	2	3	4

11. Additional information, if any (Attach separate sheet, if required).

Signature of authorized person of the Facilitator

Date :

Place:

Full Name & Designation.:

Seal:

Note :

- (i) A certificate shall be attached that details and documents as given in annexure have

- been checked and verified and are found to be correct. This shall be signed by the authorized person on behalf of the bidder.
- (ii) The documents/details provided in this annexure shall be taken on face. These are subject to verification by Authority. In case of any document/information found false, at any stage, the tender of the bidder shall be summarily rejected besides any other remedy/penalty as deemed fit by Authority.
 - (iii) The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
 - 1 reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;
 - 2 be audited by a statutory auditor;
 - 3 be complete, including all notes to the financial statements; and
 - 4 correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
 - (iv) Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
 - (v) The Bidder shall also provide the name and address of the Bankers to the Bidder.
 - (vi) The Bidder shall provide an Auditor's Certificate specifying the net worth of the Bidder and also specifying the methodology adopted for calculating such net worth.

Appendix I to Annexure VI

Experience-cum-Work completion Certificate

**(To be issued by the Authorized Officer of the Organization
where the agency has provided manpower services for routine office work)**

This is to certify that M/s (name of the Facilitator) has provided
..... (name of the services) to this office from to , as
per details as under: -

1. Name of the work/contract agreement
2. Whether there is one contract agreement for the said work :Yes/No
3. Actual period of work as per initial contract agreement: From..... To.....
4. Estimated Cost of the Contract: Rs.....
5. Payment made to M/s..... during the period of contract (amount paid to the Facilitator during the extended period of contract not to be included) : Rs.....
6. Has the contract been extended beyond initially approved contract period : Yes/No
7. If yes, the date of such extension : From To.....
8. Payment made to the firm during the extended period :Rs.....
9. Performance of the firm during the contract period: Satisfactory/Not Satisfactory

Place: (Name, designation and signature of the authorized Officer)
Date: Office Seal

Note: The Bidder shall provide relevant Work Order / Experience Certificate / Contract Agreement as supporting document highlighting the Start Date, Project Tenure / Duration, and Manpower / Personnel provided as per deployment schedule.

Annexure-VII

Statement of Undertaking Regarding Non-Performing Asset (NPA) / Corporate Debt Restructuring (CDR)/Strategic Debt Restructuring (SDR)

The Chief Financial Officer

National Highways Logistics Management Limited
2nd Floor, D-21, Corporate Park, Dwarka, Sector-21,
New Delhi, Delhi - 110077

Sub: Facility Services as User Fee Collection Agency for Varanasi ropeway project from Varanasi Cantt. Station to Godowlia Chowk in the state of Uttar Pradesh.

Dear Sir,

We hereby confirm that we/ any members in the Consortium (constitution of which has been described in the Bid) are not in the list of NPA/CDR / SDR during the last three years preceding the Bid Due Date and have positive net cash accruals in the last three years preceding the Bid Due Date.

We also confirm that we / any member in the JV is not in the list of NPA/ CDR / SDR as on Bid Due Date.

Thanking you,

.....
.....
Signature, name and designation of Authorised Signatory
For and on behalf of(Name of the Applicant)

.....
.....
Name of the Statutory Auditor's firm:
Seal of the audit firm: (Signature, name and designation and Membership No. of authorised signatory)

Note: This undertaking is to be signed by the Applicant / Lead Member of the JV and is to be countersigned by the Statutory Auditor.

Annexure-VIII

BID SECURING DECLARATION

I, _____ hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, [Name of the bidder], either sole or in JV, shall not be withdrawn or modified during the period of validity i.e., not less than 120 (one hundred and twenty) days from the bid due date.

I, _____ on behalf of the bidder, [Name of bidder], also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a Performance Security before the deadline defined in Section-VI, Clause 4 of the Request for Proposal (RFP), the [Name of bidder] will be suspended for participation in the tendering process for the work of MoRTH/NHAI/NHIDCL and works under other centrally sponsored schemes, for a period of 1 (one) year from the bid due date of this work.

Place: (Name, designation and signature of the authorized Officer)

Date: Office Seal

Annexure-IX
FORM OF AGREEMENT

AGREEMENT

This agreement made the ___ day of ___ 2026 between the National Highways Logistics Management Limited, New Delhi (here in after called “the Authority” of the one part and ___ (here in after called “the Facilitator”) of the other part.

AND WHEREAS the Authority invited bids from eligible bidders for the execution of certain works, viz.....

AND WHERE AS pursuant to the bid submitted by the Facilitator, vide _____ (here in after referred to as the “BID” or “OFFER”) for the execution of work, the Authority by his letter of acceptance dated ----- accepted the offer submitted by the Facilitator for the execution and completion of such works and remedying of any defects thereon, on terms and conditions in accordance with the documents listed in para 2 below.

AND WHERE AS the Facilitator by a deed of undertaking dated ----- has agreed to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

AND WHEREAS the Facilitator has agreed to undertake such works and has furnished a Performance Security pursuant to clause 33 of the instructions to bidders (Section-II).

AND WHEREAS the Facilitator (i.e., M/s ...) agreed to provide their services at the total contract price of Rs for the period of two years.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the Terms Conditions of contract hereinafter referred to;
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
 - (a) Agreement,
 - (b) Letter of Acceptance
 - (c) Facilitator's Bid, Bidding Documents,
 - (d) Contract Data,
 - (e) Conditions of Contract, General Conditions of Contract, Special Conditions of Contract, Conditions of NIT.
 - (f) Scope of Work
 - (g) Any other document listed in the Contract Data.
3. The foregoing documents shall be construed as complementary and mutually

explanatory one with another. Should any ambiguity or discrepancy be noted then the order of precedence of these documents shall be subject to the order as listed above and interpreted in the above order of priority.

4. In consideration of the payments to be made by the Authority to the Facilitator as hereinafter mentioned, the Facilitator hereby covenants with the Authority to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the contract.
5. The Authority hereby covenants to pay the Facilitator in consideration of the execution and completion of the works and remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties here to have caused this agreement to be executed the day and year above written. Signed, sealed and delivered by the said AUTHORITY through his Authorized Representative and the said Facilitator through his Power of Attorney holder.

Binding Signature of Authority _____

For and on behalf of National Highways Logistics Management Limited

Binding Signature of Facilitator _____
For and on behalf of M/s. _____

In the presence of

1. Name:
Address:

2. Name:
Address:

In the Presence of

1. Name:
Address:

2. Name:
Address:

Annexure-X

Integrity pact

(To be executed on the plain paper and submitted alongwith Technical Bid/ Tender documents for tenders having a value of Rs. 5 crore or more. To be signed by the bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the NHLML)

(_____Division)

Tender No. _____

This integrity Pact is made at on this ____ day of.....2026.

BETWEEN

THE NATIONAL HIGHWAYS LOGISTICS MANAGEMENT LIMITED (NHLML), which has been entrusted with the responsibility of development, maintenance and management of allied highway infrastructure projects, having its office at 2nd Floor, D-21, Corporate Park, Dwarka, Sector-21, New Delhi, Delhi - 110077, hereinafter referred to as "The Principal", which expression shall, unless repugnant to the meaning of contract thereof, include its successors and permitted assigns)

AND

..... hereinafter referred to as "The Bidder(s)/Facilitator(s)/Concessionaire(s)/Consultant(s)" and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedure, contract/s for <Name of Work>. The Principal values full compliance with all relevant laws of the land, rules of land, regulations, economic* use of resources and of fairness/ transparency in its relations with its Bidder(s) and for Facilitator(s)/ Concessionaire(s)/ Consultant(s).

And Whereas in order to achieve these goals, the Principal will appoint an Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the Principles mentioned above.

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as "Integrity Pact") the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties.

Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article-1: Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

(a) No employee of the principal, personally or through family members, will in connection with the Tender for, or the execution of a Contract, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the Tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the

contract execution.

(c) The Principal will exclude all known prejudiced persons from the process.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article – 2: Commitments of the Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s).

The Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

(b) The Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Facilitator(s)/Concessionaire(s)/Consultant(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, details as mentioned in the 'Guidelines on Indian Agents of Foreign

Suppliers' shall be disclosed by the Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s). Further, all the payments made to the Indian Agent / Representative have to be Indian Rupees only.

(e) The Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.

(f) The Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(g) The Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

(h) The Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) who have signed a Integrity pact shall not approach the court while representing the matter to IEMs and shall

wait for their decision in the matter.

Article - 3 Disqualification from tender process and exclusion from future contracts.

- (1) If the Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s), before award or during execution has committed a transgression through a violation of any provision of Article 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) from the tender process.
- (2) If the Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) and the amount of the damage. The exclusion will be imposed for a maximum of 1 years.
- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that "On the basis of facts available there are no material doubts".
- (4) The Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) shall be final and binding on the Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s), however, the Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) can approach IEM(s) appointed for the purpose of this Pact.
- (6) On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) could be revoked by the Principal if the Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages.

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article-3, the Principal shall be entitled to suspend the bidder for participation in the tendering process for the works of MoRTH/NHAI/NHIDCL/NHML and works under other Centrally Sponsored Schemes for a period of One Year from the bid due date of this work apart from any other legal right that may have accrued to the Principal.
- (2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant

provisions of the contract related to Termination of Contract due to Facilitator/ Concessionaire/Consultant's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Facilitator/ Concessionaire/ Consultant and/ or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article – 5: Previous Transgressions

(1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti-Corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article – 6: Equal treatment of all Bidders/ Facilitators/ Concessionaires/ Consultants/ Subcontractors.

(1) The Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders/ Facilitators/ Concessionaires/ Consultants and subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article – 7: Criminal charges against violating Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s)/ Sub-contractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Facilitator/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a Bidder/ Facilitator/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article- 8: Independent External Monitor (IEM)

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval from Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson, NHLML.

(3) The Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Bidder(s)/ Facilitator(s)/ Concessionaire(s)/ Consultant(s). The Bidder(s)/ Facilitator(s)/Concessionaire(s)/ Consultant(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.

- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Facilitator(s)/Subcontractor(s) with confidentiality. The Monitor has also signed on 'Non-disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairperson, NHLML and recuse himself/ herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Facilitator/ Concessionaire/ Consultant. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes, to notice any transgression as given in Article-2, he may request the Management of the Principal to take corrective action, or to take relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairperson, NHLML within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson, NHLML, a substantiated suspicion of an offence under relevant IPC/PC Act or any other Statutory Acts, and the Chairperson, NHLML has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Article – 9 Pact Duration

This Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Principal and consultancy services). It expires for the Facilitator/ Consultant 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future dealings.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairperson, NHLML.

Article - 10 Other Provisions.

- (1) This pact is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Facilitator/Concessionaire/Consultant is in a partnership or a Joint Venture partner, this pact must be signed by all partners or members
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issue like warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in integrity pact shall prevail.

(7) Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Principal in accordance with this Pact or interpretation thereof shall not be subject to any Arbitration.

(8) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:-

For & on behalf of the Principal

(Office seal)

Place _____

Date _____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

For & on behalf of Bidder/ Facilitator/
Concessionaire/ Consulting

Annexure-XI

**Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the
General Financial Rules (GFRs)**

The Chief Finance Officer

National Highways Logistics Management Limited
2nd Floor, D-21, Corporate Park, Dwarka,
Sector-21, New Delhi, Delhi - 110077

Sub: Name of Work.

Dear Sir,

With reference to your RFP document dated 20.07.2026, I/we, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;

I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours faithfully,

Date:

(Signature of the Authorised signatory) Place:

(Name and designation of the of the Authorised signatory) Name and seal of Bidder/Lead
Member

Notes:

{Where applicable, evidence of valid registration by the Competent Authority shall be attached}

In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

Annexure-XII
Surety Bond Format as Bid Security

1. In consideration of you, National Highways Logistics Management Limited, having its office at 2nd Floor, D-21, Corporate Park, Dwarka, Sector-21, New Delhi, Delhi - 110077, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of (a Company registered under companies Act, 1956/2013) and having its registered office at New Delhi (and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for “**Name of Work**” (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Surety Issuer) having our registered office at and one of its branches at (hereinafter referred to as the “Surety Issuer”), at the request of the Bidder, do hereby in terms of Clause 16 of Section II of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs. 17,50,000/- (Rupees Seventeen Lakh and Fifty Thousand Only)** (hereinafter referred to as the “Surety Bond”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Surety Insurer
3. We, the Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Surety Insurer shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding of **Rs. 17,50,000/- (Rupees Seventeen Lakh and Fifty Thousand Only)**.
4. This Surety Bond shall be irrevocable and remain in full force for a period of 120 (one hundred and twenty) days from the BID Due Date and a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Surety Insurer, and shall continue to be enforceable till all amounts under this Surety Bond have been paid.
5. We, the Surety Insurer, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

6. The Surety Bond shall not be affected by any change in the constitution or winding up of the Bidder or the Surety Insurer or any absorption, merger or amalgamation of the Bidder or the Surety Insurer with any other person.
7. In order to give full effect to this Surety Bond, the Authority shall be entitled to treat the Surety Insurer as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of Surety Insurer under this Surety Bond from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Surety Insurer shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Surety Insurer from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Surety Insurer and sent by courier or by registered mail or by certified e-mail to the Surety Insurer at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Surety Insurer along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Surety Insurer hereunder, be outstanding or unrealised.
11. We, the Surety Insurer, further undertake not to revoke this Surety Bond during its currency except with the previous express consent of the Authority in writing.
12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer
13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted of **Rs. 17,50,000/- (Rupees Seventeen Lakh and Fifty Thousand Only)**. The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Insurer in accordance with paragraph 9 hereof, on or before *** (indicate date falling 180 days after the BID Due Date).
14. This Surety Bond shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this Surety Bond or extension / renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
15. The Insurance Security Bond shall be verified from the specific portal created for this purpose.

Signed and Delivered bySurety Insurer
By the hand of Mr./Ms, its..... and authorised official

(Signature of the Authorised Signatory)

(Official Seal)

Annexure-XIII

Bank Guarantee format for Bid Security

Bank Guarantee for BID Security

B.G. No. Dated:

1. In consideration of you, National Highways Logistics Management Limited, having its office at 2nd Floor, D-21, Corporate Park, Dwarka, Sector-21, New Delhi, Delhi-110077, (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the BID of and having its registered office at (and acting on behalf of its JV) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the **“COLLECTION OF USER FEE THROUGH FEE COLLECTING AGENCY FOR VARANASI ROPEWAY PROJECT FROM VARANASI CANTT. STATION TO GODOWLIA CHOWK IN THE STATE OF UTTAR PRADESH”** (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft contract Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of provisions of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of **Rs. 17,50,000/- (Rupees Seventeen Lakh and Fifty Thousand Only)** (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its BID open during the BID validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding **Rs. 17,50,000/- (Rupees Seventeen Lakh and Fifty Thousand Only)**.
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the BIDs or the BID validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorised to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

Particulars	Details
Name of Beneficiary	National Highways Logistics Management Limited
Bank Branch	D-1, Shopping Centre No. 1 Vasant Vihar New Delhi
Name of Bank	HDFC Bank
Account No.	50200105144004
IFSC Code	HDFC0000011

12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned in duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **Rs. 17,50,000/- (Rupees Seventeen Lakh and Fifty Thousand Only)**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before *** (indicate date falling 180 days after the BID Due Date).
14. This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
15. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHLML, details of which is as under:

Signed and Delivered by Bank

By the hand of Mr./Ms, its and authorised official.

(Signature of the Authorised Signatory)
(Official-Seal)

Annexure-XIV

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To,
Chief Financial Officer
National Highways Logistics Management Limited
2nd Floor, D-21, Corporate Park, Dwarka,
Sector-21, New Delhi – 110077, India.

WHEREAS [name and address of Facilitator] (hereafter called the “Facilitator”) has undertaken, in pursuance of Letter of Acceptance (LOA) No..... Dated.....for Facility Services as User Fee Collection Agency for Varanasi ropeway project from Varanasi Cantt. Station to Godowlia Chowk in the state of Uttar Pradesh (hereinafter called the “Contract Agreement”).

AND WHEREAS the Contract Agreement requires the Facilitator to furnish an Performance Security for due and faithful performance of its obligations, under and in accordance with the Contract Agreement, during the Contract Agreement Period} in a sum of Rs..... cr. (Rupees crore) (the “Guarantee Amount”).

AND WHEREAS we, through our branch at..... (the “Bank”) have agreed to furnish this Bank Guarantee (hereinafter called the “Guarantee”) by way of Performance Security.

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

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Facilitator’s obligations during the Contract Agreement Period under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Bank, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of Chief Executive Office of National Highways Logistics Management Limited, that the Bank has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Bank is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Bank is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Bank, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Bank for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Bank and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Bank before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Bank contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Bank, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Bank or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Bank under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect for 6 months after the end of contract period. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.

The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

***Note:** Insert date at least 5 (five) years from the date of issuance of this Guarantee (in accordance with Clause 8 of the RFP) in case of BG. The Bank can submit the BG for periods of five years at one time with two subsequent extension of 05 years each 30 days prior to the expiration of the previous validity period*

9. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
10. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

11. This Guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.
12. This guarantee shall also be operatable at our Branch atNew Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
13. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of NHLML, details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	National Highways Logistics Management Limited
2.	Name of Bank	HDFC Bank
3.	Account No.	50200105144004
4.	IFSC Code	HDFC0000011

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

Address

Annexure-XV

DECLARATION CUM INDEMNITY BOND

THIS DECLARATION CUM INDEMNITY BOND made at by M/s..... having its Regd. Office at _____ (hereinafter referred to as "Facilitator / Authorized Service Provider/Authorized Service Provider" which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective assigns, successors, executors and/or administrators) of the ONE PART.in favour of **NATIONAL HIGHWAYS LOGISTICS MANAGEMENT LIMITED** (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its assigns, successors,) of the OTHER PART.

WHEREAS the Authority has entered into a contract with the Facilitator/Authorized Service Provider/Authorized Service Provider for the "Name of Work."

Vide Work Order No ----- (hereinafter called the "Contract");

AND WHEREAS it is one of the essential conditions of the Contract that the Facilitator/Authorized Service Provider shall comply with all the provisions of the Labour & Industrial Laws, as may be applicable from time to time for the discharge and completion of the Works and or Services covered under said Contract by the Facilitator/Authorized Service Provider including but not limited to the observance and compliance of The Contract Labour (R & A) Act 1970, Child Labour (Prohibition and Regulation) Act 1986, The Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employees State Insurance Act 1948, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Wages Act, 1936, Employees Compensation Act.1923, and other Labour Laws applicable to the Facilitator/Authorized Service Provider (hereinafter referred as the 'Laws').

AND WHEREAS the Facilitator/Authorized Service Provider has agreed to execute this Declaration cum Indemnity Bond to this effect and has agreed to indemnify and keep the Authority, its directors and employees and representatives indemnified and hold harmless against all third party claims, charges, penalties, fines, expenses, losses, damages, costs, suits or any other levy against the Authority and/or the management due to the failure of the Facilitator/Authorized Service Provider to observe or follow any Laws.

NOW THIS DEED WITNESSETH AS UNDER:

1. In consideration of the Authority awarding the Contract to the Facilitator/Authorized Service Provider subject to the condition of execution of this Declaration cum Indemnity bond, the Facilitator/Authorized Service Provider declares and represents to the Authority that the Facilitator/Authorized Service Provider has obtained all statutory registrations, certificates, licenses and approvals required under the Laws enabling the Facilitator/Authorized Service Provider to execute the Contract in a legal and lawful manner.
2. That in the event of any liability arising out of failure to observe or non-compliance of

any such 'Laws' by the Facilitator/Authorized Service Provider in connection with the performance of the Contract, the Facilitator/Authorized Service Provider shall bear all the resultant whatsoever liability(ies), if any arising out thereof and that the Authority, its directors, employees, representatives, shall not be liable for any such liability(ies). The Facilitator/Authorized Service Provider agrees to indemnify and keep the Authority and its directors, employees, representatives indemnified, defend and hold harmless, against all losses, costs, damages, claims, penalties, interest, expenses, demands, fines, legal liability, causes of action, injury to persons, suits etc which may be suffered, incurred, undergone and / or sustained by the Authority including the costs and expenses that may be incurred in defending any such liability(ies) claim (s), proceeding(s) etc. that may be made or taken or arise on the same by any person, body, authority, government, judicial / quasi judicial authority due to the failure or non compliance of any such laws and rules there under (including any amendments in acts, laws, statutes & rules there under) of whatsoever kind and nature arising out of or in any way connected with, whether or not such acts or omissions are actual or alleged, active or passive with regard to the discharge of the said Contract.

3. The Facilitator/Authorized Service Provider hereby agrees and undertakes to make good any loss , damage , claims, suits, demands, decrees, expenses that the Authority may suffer to the fullest satisfaction of the Authority and if the Facilitator/Authorized Service Provider fails to make good the same then the Authority shall have the absolute (100%) right to recover the same and or any other loss sustained, without any restriction or limitation ,together with any other incidental expenses, costs, and all incidental logistic expenses etc that may be suffered by the Authority from the Facilitator/Authorized Service Provider and the Facilitator/Authorized Service Provider hereby further confirms and declares that this Declaration cum Indemnity Bond is irrevocable and shall be final and binding on it / him heirs, executors, administrators, legal representatives, successors and assigns, wherever the context applies. Any claims, demands , shall be adjusted against any amount due and payable to the Facilitator/Authorized Service Provider and the Authority shall have the right to withhold any amounts due and payable to the Facilitator/Authorized Service Provider , till the settlement of such claims, disputes to the satisfaction of the Authority or alternatively make demand sufficient security from the Facilitator/Authorized Service Provider towards discharge of such claims, obligations etc .
4. This Declaration cum indemnity bond shall be in accordance with the laws of India and any dispute between the parties with regard to this Declaration cum Indemnity Bond shall be resolved through the dispute resolution process mentioned in the General Conditions of the Contract (GCC).

IN WITNESS WHEREOF, the said Facilitator/Authorized Service Provider has hereunto set their hand the day and year first hereinabove written,

SIGNED SEALED AND DELIVERED

By the within named "FACILITATOR/AUTHORIZED SERVICE PROVIDER"

(Authorized Signatory)

Rubber Stamp of Firm/NHLML Name:

Designation :

Date :

In presence of

Witness

Name & Address of Witness

Signature

1. _____

2. _____

Annexure-XVI

Deleted

Annexure-XVII

FINANCIAL BID

Date:

To

The Chief Finance Officer

National Highways Logistics Management Limited
2nd Floor, D-21, Corporate Park, Dwarka, Sector-21,
New Delhi, Delhi - 110077

Dear Sir,

I/We herewith submit Financial Bid for selection of my / our firm as an Facilitator for providing user fee collection and related services for Varanasi ropeway project from Varanasi Cantt. station to Godowlia Chowk in the State of Uttar Pradesh under National Ropeways Development Programme - Parvatmala Pariyojana as per terms and conditions of RFP No. _____ issued by National Highways Logistics Management Limited.

The Service Charge for providing the Ticket Dispensing / User Fee Collection Services for the entire scope of work and for the entire Contract Period, as specified in this RFP, shall be. _____%
(_____percentage only).

The Service Charge shall be fixed and firm for the Contract Period, and shall be calculated on the manpower wages and statutory contributions as specified by the Authority in the RFP.

I/We further certify that the wages shall be paid to our aforesaid personnel by us in accordance with The Minimum Wages Act, 1948 as amended from time to time and rules, notifications and orders thereunder during the contract period.

The Goods and Service Tax (GST) as applicable on the date(s) of payment(s) shall be paid over and above the monthly charges by NHLML.

Name of Authorised Signatory

Signature of Authorised Signatory (With Stamp of the Bidder)

Business Address:

Place:

Date: