सड़क परिवहन और राजमार्ग मंत्रालय
MINISTRY OF ROAD TRANSPORT & HIGHWAYS
भारत सरकार
Government of India

National Highways Authority of India

NHAI/Wayside-Amenities/Trans-Rajasthan Corridor/ABJ-4, ABJ-5/2023

19.01.2023

DEVELOPING, OPERATING AND MAINTAINING OF WAYSIDE AMENITIES ON TRANS RAJASTHAN CORRIDOR FOR BUNDLE ABJ4 TO ABJ5 IN AMRITSAR – BATHINDA - JAMNAGAR SECTION ON LEASE BASIS.

REQUEST FOR PROPOSAL (RFP)

National Highways Authority of India
G-5 & 6, Sector-10, Dwarka

New Delhi 110 075

INSTRUCTION TO BIDDERS

1. GENERAL

1.1. National Highways Authority of India (NHAI) **(the "Authority")** has undertaken the work of construction of National Highways across the country and also setting up wayside amenities for highway users. As part of this endeavour, the Authority is undertaking the **DEVELOPING, OPERATING AND MAINTAINING OF WAYSIDE AMENITIES ON TRANS RAJASTHAN CORRIDOR FOR BUNDLE ABJ4 TO ABJ5 IN AMRITSAR – BATHINDA – JAMNAGAR SECTION ON LEASE BASIS** (the **"Project"**) and has decided to carry out the Bidding Process for selection of a Bidder to whom the Letter of Award ("**LOA**") for the Project may be awarded.

As a part of its endeavour to provide world class infrastructure and related services for the highway network, NHAI proposed to set up wayside amenities for highway users. The objective of providing these facilities is to make long distance highway travel safe, comfortable and convenient. These facilities are aimed to provide relief and relaxation by reducing fatigue and stress associated with long distance journeys. The facilities and amenities will be comparable to global standards. The wayside amenities shall offer the users of the National Highway an opportunity for recreation as well as serve their needs for food, fuel, parking etc. It is extremely important that the facilities erected are architecturally beautiful, aesthetically pleasing, environmentally compliant, functionally efficient and operationally convenient as well as safe.

The Lessor (NHLML/NHAI) shall provide the Lessee with construction of Warm Shell for development of mandatory fuel and non-fuel facilities with work including but not limited to development of common user facilities such as parking, washrooms etc. in addition to the master plan and site-specific layout, façade design, building construction, utility connections for water and electricity as per **Annexure J**, which has been made the part of the tender documents. The Lessee is required to make the facility operational by installing the necessary fixtures, furnishing and equipment in the Warm Shell constructed by Lessor by following the site-specific layout and façade drawings provided by the Lessor at the time of bidding and/or thereafter which are not included

in Bid Documents but required for carrying out development to fully operationalize the facility in accordance with site requirement. In addition, the Lessee is required to prepare interior design plan, fixtures and furnishing, quality assurance procedures, project time schedule and get it validated by the Lessor. The final set of detailed interior design plan, fixtures and furnishing, quality assurance procedures, project time schedule required for the completion of the Project shall be submitted to and require approval from the Lessor before initiating development on the site. The broad proto-Type design and façade for standardization of various facilities in the wayside amenities are given in **Annexure C**

This bid document is to call for bids for Developing, Operating and Maintaining of wayside amenities on Trans Rajasthan Corridor for Bundle ABJ4 to ABJ5 in Amritsar - Bathinda - Jamnagar section on lease basis to a single master concessionaire.

1.2. Prospective Bidders are hereby invited to submit proof for eligibility and financial proposals for taking up the work of developing, operating and maintaining wayside amenities on land leased out by NHLML/NHAI.

1.3. Major components of the work/scope of work are as under:

a) Development of mandatory fuel and non-fuel facilities as specified in Annexure C for highway users in accordance with the design and site-specific layouts for each wayside amenity at the Demised Land that has been awarded to the Lessee;

i. Develop a fully operational facility, from the Warm Shell as provided by the Lessor as specified in **Annexure E**, capable of immediate effective commencement of day-to-day operations of User Facilities at Demised Land for usage and convenience of expressway users. The Lessee is required to make the facility operational by installing the necessary fixtures, furnishing and equipment in the Warm Shell constructed by Lessor by following the site-specific layout and façade drawings provided by the Lessor

b) Construction and development of additional facilities, as applicable during the course of the lease period, at Demised Land in area remaining after development of mandatory facilities after prior written approval from Lessor

i. Lessee is allowed to construct and develop, after prior written approval, only those additional facilities which are deemed permissible at particular wayside amenity by the Lessor as shared in **Annexure D**;

c) Operation and maintenance of all facilities in the wayside amenity at Demised Land in accordance with the provisions of this lease agreement;

d) Maintain landscaping of area earmarked as open space/ future expansion/ landscape and commercialization on the Demised Land by the Lessor and keep area free from encroachments; however, the Lessee shall have the rights on construction and/or development of any facility on area earmarked as open space/ future expansion/ landscape and commercialization on the Demised Land, post approval from Lessor.

1.4. To obtain first-hand information on the assignment and on the local conditions, the bidders are encouraged to pay a visit to the project site before submitting their bid/ proposal. Please ensure that NHLML/NHAI, PIU officials are advised of the bidder's visit well in advance. The Bidder must fully familiarise themselves with the local conditions and take them into account in the preparation of their proposal.

1.5. Please note the following:

a) Cost of preparing the proposal for the contract, including visits to NHLML/NHAI and the project area, will not be borne by NHLML/NHAI and NHLML/NHAI will in no case be responsible or liable for any such cost, regardless of the conduct or outcome of the bidding process;

b) NHLML/NHAI is not bound to accept any of the proposals submitted and reserves the right to accept or reject any or all bids without assigning any reason thereof;

c) Each bidder shall submit only one bid for one bundle. A bidder who submits more than one bid shall cause the proposals with the Bidder's participation to be disqualified

1.6. For determining the eligibility of the Bidder the following shall apply:

a) The Bidder may be a single entity or a group of entities (the "Joint Venture"), coming together to implement the Project. The Bidder may be a:

i Company registered under the Indian Companies Act, 2013;

ii Partnership Firm registered under the Indian Partnership Act, 1932;

iii Partnership Firm registered under the Limited Liability Partnership Act, 2008;

iv Cooperative Society/Ex-servicemen Society registered under any Cooperative Societies Act (of any state in India) or under Multi State Cooperative Societies Act, 2002 (of any state in India) or under Mutually Aided Cooperative Societies Act (of any state in India);

v Proprietary Firm; or

vi Individual.

b) The Bidder may be a single entity or a group of entities (the "**Joint Venture**"), coming together to implement the Project. However, no Bidder applying individually or as a member of a Joint Venture, as the case may be, can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Joint Venture.

c) Bidder may be a natural person, private entity, or any combination of them with a formal intent to enter into a Joint Bidding Agreement or under an existing agreement to form a Joint Venture.

d) For determining the eligibility of Bidder from a country which shares a land border with India the following shall apply:

(i) Any Bidder from a country which shares a land border with India will be eligible to bid, only if the Bidder is registered with the Competent

Authority, specified in Annexure-I of Order (Public Procurement No.1) issued by Ministry of Finance, Department of Expenditure.
Public Procurement Division vide F.No.6/18/2019-PPD, dated 23rd July 2020, which shall form an integral part of RFP and DCA.

(ii) "Bidder from a country which shares a land border with India" means:

a) An entity incorporated, established or registered in such a country, or
b) A subsidiary of an entity incorporated, established or registered in such a country; or
c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
d) An entity whose beneficial owner is situated in such a country; or
e) An Indian (or other) agent of such an entity; or
f) A natural person who is a citizen of such country; or
g) A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(iii) Beneficial owner for the purpose of (ii) above means:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.

Certificate Regarding Compliance

A Certificate on the letterhead of the Bidder shall be required to be submitted by the bidders certifying the following:

"I have read the clause regarding restriction 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 a country or, if from such a country, has been registered with the competent authority as defined in Public Procurement Order no. F.no.6/18/2019-PPD dated 23 July 2020. I hereby certify that this bidder fulfills all requirement in this regard and is eligible to be considered."

It may be noted that 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.

Validity of registration

In respect of RFP, registration of the entity, should be valid at the time of submission of bids and at the time of acceptance of bids. If the Bidder was validly registered at the time of acceptance, registration shall not be relevant consideration during contract execution.

1.6.1. The proposals must be properly signed as detailed below:

a) If the Bidder is an individual, the Bid shall be signed by him above his full typewritten name and current address

b) If the Bidder is a proprietary firm, the bid shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address

c) If the Bidder is a firm in partnership, the bid shall be signed by the Managing Partner or all the partners of the firm above their full typewritten names and current

addresses. A certified copy of the partnership deed and current address of all the partners of the firm should accompany the bid.

d) If the Bidder is a limited company or a corporation, the bid shall be signed by a duly authorized person holding Power of Attorney for signing the bid accompanied by a copy of the Power of Attorney. The bid should also furnish a copy of Memorandum of Articles of Association duly attested by not below the rank of Public Notary.

1.7. In case of partnership/proprietorship/Private Limited concern the Lessee may, if it so desires, with prior permission of the Lessor, convert itself into a Special Purpose Vehicle, incorporated under the Indian Companies Act 2013 (the "**SPV**"), to execute the Agreement and implement the Project. In case the Bidder is a Joint Venture, it shall, in addition to forming an SPV, comply with the following additional requirements:

a) Number of members in Joint Venture shall not exceed 3 (three) (i.e. One Lead + JV1+ JV2), Bidder may apply either as a sole firm or forming Joint Venture with other consultants. Formulation of more than one Joint Venture with different partners for the same work is not allowed and all such proposals involving the firms shall be treated as non-responsive. If the Bidder submits Bids as sole Bidder and also in Joint Venture with another bidder, both bids shall be summarily rejected. No bidder shall submit more than one bid for single site.

1.8. Any effort on the part of the Bidder or his agent to influence any decision in the evaluation, comparison of the Proposals and in the award of the Contract would result in rejection of his Bid. Canvassing of any kind is prohibited.

1.9. Bidder would be liable to disqualification if he:

a) has made misleading or false representation or deliberately suppressed the information in any of the submissions made;

b) has record of poor performance such as abandoning work, not properly completing the contract, or financial failures/weaknesses, etc.

c) is under a declaration of ineligibility for corrupt and fraudulent practices by NHLML/NHAI or debarred from doing any Type of business with NHLML/NHAI; and/or

d) has tempered with the bid document in any manner.

1.10 A Bidder is required to submit, along with its Technical Bid, a self-certification that the item offered meets the local content requirement for 'Class-I Local Supplier'/ 'Class-II Local Supplier', as the case may be. The self-certification shall also have details of the location(s) at which the local value addition is made. In case, bidder has not submitted the aforesaid certification the bidder will be treated as 'Non-Local Supplier'. In the above pretext, the Class-I Local Supplier, Class-II Local Supplier and Non-Local Supplier are defined as under:

(i) 'Class-I Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I Local Supplier' under this RFP. The 'Local Content' requirement to categorize a supplier as 'Class-I Local Supplier' is 50%

(ii) 'Class-II Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II Local Supplier' under this RFP. The 'Local Content' requirement to categorize a supplier as 'Class-II Local Supplier' is 20%

(iii) 'Non-Local Supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class- II Local Supplier' under this RFP.

(iv) 'Local content' means the amount of value added in India which shall be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the items (including all customs duties) as a proportion of the total value, in percent.

(v) In case of procurement for a value in excess of Rs. 10 crores, the 'Class -I local Supplier / 'Class-II Local Supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

1.11 The Bidder, including an individual or any of its Joint Venture member or Members of its Joint Venture, should not be a non-performing party on the bid submission date. The Bidder, including any of Joint Venture Member/ Members of its Joint Venture, shall be deemed to be a nonperforming party, if it attracts any or more of the following conditions in any of its ongoing or completed project:

(i) Fails to set up institutional mechanism and procedure as per contract.

(ii) Fails to mobilize key construction equipment within a period of 4 months from the Appointed Date

(iii) Damages/penalties recommended by Independent/Authority's Engineer during O&M Period and remedial works are still not taken up;

(iv) Fails to complete Punch list items even after lapse of time for completion of such items excluding delays attributable to the Authority;

(v) Fails to make lease rent payments excluding the current instalment in one or more projects;

(vi) Fails to submit the Performance Security within the permissible time period in more than one project;

(vii) Rated as an unsatisfactory performing entity/nonperforming entity by an independent third-party agency and so notified on the website of the Authority;

(viii) Fails to start the works or causes delay in maintenance & repair of the project.

The Bidder, including individual or each member of Joint Venture or Members of its Joint Venture, shall give the list of the projects of Wayside Amenities of Ministry of Road Transport & Highways or its implementing agencies (NHAI/NHIDCL/NHLML/State PWDs) and the status of above issues in each project as on bid submission date and undertake that they do not attract any of the above categories (Ref. Sr. No.6, Annex-I of Appendix-IA).

The Bidder including individual or any of its Joint Venture Member or Members of its Joint Venture may provide:

(i) Details of all their on-going projects along with updated status of litigation, if so, against the Authority/Governments; and

(ii) Details of updated on-going process of blacklisting if so, under any contract with Authority/ Government;

The Authority reserves the right to reject an otherwise eligible Bidder on the basis of the information provided under this Clause 1.11. The decision of the Authority in this case shall be final.

Upon declaration as non-performing party as above, the Lessee will not be able to participate in any bid for Wayside Amenities projects with NHAI/NHLML or its executing agencies till such time the debarment persists or the Lessee is removed from the list of non-performer. In bidding for a particular project, bids from only such firms should be considered for placement of contract, which are neither debarred on the date of opening of tender nor debarred on the date of issue of Letter of Acceptance (LoA), by the selected Bidder. Contracts concluded before the issue of the debarment/declaration as non-performer shall, not be affected by the debarment order(s) issued subsequently.

In case, any debarred/declared non-performer firm submits the bid, the same will be ignored. In case such firm is Highest Bidder (H-1), next highest firm shall be considered

as H-1. Bid security submitted by such debarred/declared non-performer firms shall be returned to him.

Debarment/declaration as non-performer of a particular firm shall automatically extend to all its allied firms. In case a joint venture/Joint Venture is debarred, all partners/member shall stand debarred for the entire lease period.

DOCUMENTS:

Clarification of Bidding Documents:

a) A prospective bidder requiring any clarification of the Bidding Documents must notify NHLML/NHAI, in writing, not later than 02.02.2023.

b) A pre-bid meeting will be held on 02.02.2023 at 1100 Hrs IST. The bidder or his authorized representative is invited to attend this meeting.

c) The purpose of the meeting will be to clarify issues and to respond to queries on any matter that may be raised at that stage

d) The bidder is requested to submit questions on mail-id: akjain@nhai.org waysideamenities@nhai.org not later than one week before the meeting

e) NHLML/NHAI will host the response of pre-bid on etender-portal i.e.: https://etenders.gov.in/eprocure/app.

f) Any modifications of the bidding documents, which may become necessary as a result of the pre-bid meeting shall be made by the NHLML/NHAI exclusively through the issue of an Addendum and not through pre-bid response.

g) Non-attendance at the pre-bid meeting will not be a cause for disqualification of any bidder.

h) At any time before the submission of proposals, NHLML/NHAI may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the Bidding Documents by amendment. The amendment will be notified through etender-portal for this tender and will be binding on all bidders. NHAI may at its discretion extend the deadline for the submission of proposals

2. PREPARATION OF PROPOSAL

2.1. The Bidder is requested to submit the following documents only through online mode (following the laid down procedure for etender given in Annexure-B) within bid due date[1]:

a) Proof of Online payment towards the cost of Bid document of Rs. 20,000/- (Rupees twenty thousand only), through SFMS Gateway to NHLML/NHAI

b) Proof of Eligibility as per Appendix – I to be submitted in electronic form on etender-portal

c) Financial proposal as per Annexure – II, to be submitted in electronic form only

d) Earnest money as mentioned in 4.1 to be submitted in electronic form on etender-portal

e) Submit Appendix-II, Appendix-III and Annexure-III online.

The proposal i.e. the relevant documents, forms, bank guarantees, Power of Attorney etc. should be submitted only online, and bids shall NOT be submitted in physical form. Bid through any other mode shall not be entertained. The proposal must be made in English language.

2.2. The following, which are more appropriately described in the enclosed lease agreement, are also to be considered in the preparation of financial proposal.

a) Area of land for lease is as per the list of land parcels as specified in Schedule-I.

b) The Lessee is not required to pay any rent or share of revenue for the duration of 8 months from the Appointed Date. The Lessee agrees to pay to the Lessor from the month commencing after duration of 8 months from the Appointed Date, a fixed percentage, as quoted in the table below, of the lease rent as quoted in Annexure-II,

[1] Bid due date may be extended by NHAI as and when required with intimation on e-tender-portal

calculated annually and paid every month, i.e., 1/12th of the annual lease amount quoted, till the end of lease period.

In addition to the rent, the Lessee agrees to pay a share of revenue as described in clause 2.2 (m) of this document, from the month commencing after duration of 8 months from the Appointed Date, till the end of lease period.

Duration from the Appointed Date	**Fixed Percentage of annual lease rent as quoted in Annexure-II**
8 months	10%
12 months	40%
24 months	70%
36 months	100%

c) For revision of lease rent for after every 12 months after the Appointed Date, the Lessor shall calculate the lease rent by multiplying the fixed percentage of lease rent, as quoted in clause 2.2 (b) of this agreement, with the lease rent quoted as per Annexure-II and the Price Index Multiple computed by expressing the Price Index on Reference Index Date immediately preceding the beginning of the next 12 months as a multiple of Price Index on Reference Index date of signing of the agreement.

For the avoidance of doubt and by way of illustration, if the Price Index is 200 (two hundred) for the month of signing of the agreement, say, July 2022, and if the Price Index is 230 (two hundred thirty) for the month when 12 months duration is completed from the Appointed Date i.e., 4 months of payment of 10% of 1/12th of annual lease rent as quoted in Annexure-II, is completed, then the Price Index Multiple for the next 12 months shall be 1.15 (one point one five), calculated by dividing 230 by 200. Then, if the quoted annual lease rent (as per Annexure-II) is say INR 1,00,000, then the lease rent payable for July 2023 – June 2024 shall by calculated as, quoted annual lease rent (as per Annexure-II) multiplied by the fixed percentage of lease rent, as quoted in clause 2.2 (b) of this agreement and Price Index Multiple i.e. 1,00,000 x 40% x 1.15 = INR 46,000. Similarly, if applicable Price Index Multiple for the period July 2024 - June 2025, is also 1.15 (one point one five), then annual lease rent for this period would be 12/12*70%*1,00,000*(1.15)^2 =92,575.

Similarly, if applicable Price Index Multiple for the period July 2025 - June 2026, is also 1.15 (one point one five), then annual lease rent for this period would be 12/12*100%*1,00,000*(1.15)^3 =152,088 and so on.

Year	Year 1	Year 2	Year 3	Year 4
Illustrative Time Frame	July 1, 2022 to 30th June 2023	July 1, 2023 to 30th June 2024	July 1, 2024 to 30th June 2025	July 1, 2025 to 30th June 2026
Annual Rent Illustrative Calculation (INR)	4/12[2]*10%*1,00,000 = 3,333	12/12* 40%*1,00,000*(1.15)^1 = 46,000	12/12* 70%*1,00,000*(1.15)^2 = 92,575	12/12* 1,00,000*(1.15)^3 =152,088

a. "Price Index" shall comprise:

   i. 70% (seventy per cent) of WPI; and

   ii. 30% (thirty per cent) of CPI (IW)

   Where

   WPI means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI on the web link http://eaindustry.nic.in/#.

   CPI (IW) means the Consumer Price Index for Industrial Workers as published by the Labour Bureau, Government of India at the web link http://www.labourbureaunew.gov.in/

b. "Reference Index Date" means, in respect of the specified date or month, as the case may be, that last day of the preceding month with reference to which the Price Index or any constituent thereof is revised and in the event such revision has not been notified, the last such Price Index or any constituent thereof shall be adopted provisionally and used until the Price Index or such constituent thereof is revised and notified;

d) Interest rate for all delayed payments including monthly lease rent and share of revenue is 18% per annum (simple interest).

[2] For Year 1, the factor 4/12 is taken because the bidder is expected to pay rent for only 4 months of first year of the concession period i.e. after duration of 8 months from the date of signing of the agreement

e) The Lessor shall grant the Lessee pre-approved access provision to the Demised Land before the commencement of the development work. No further approval shall be required from the Lessor prior to commencement of development work unless stated otherwise.

f) The Lessee shall start the development work on the Demised Land within a period of 8 weeks of signing of the Agreement. In case it is delayed, an additional charge by way of penalty of 2% of the annual lease amount per week will be levied for the next 16 weeks or part thereof and the lease terminated, if development is not started within 24 weeks from the signing of this Agreement. Upon such an event the Lessor shall be entitled to forfeit the Performance Guarantee and terminate this Lease Agreement.

g) The Lessee shall complete the development work of operationalization of all mandatory facilities as specified in Annexure H as per the satisfaction of the Lessor within 5 months from signing of agreement date or the date when the expressway stretch is operational, whichever is the later.

h) The Lessee shall complete the development work on the Demised Land within a period of 8 months of the signing of this agreement. In case it is delayed, an additional charge by way of penalty of 2% of the annual lease amount per calendar week will be levied for the next 8 calendar weeks or part thereof. The same shall be increased by an additional 2% for every calendar week of default thereafter.

i) Lease period is 15 years (including development period).

j) The Lessee reserves the first right of refusal for extending the lease agreement for another 15 (fifteen) years on the mutually agreed terms as may be asked for in writing, at least six months prior to conclusion of initial lease period.

k) The Lessee's first right of refusal mentioned above for a further period of 15 (fifteen) years shall, however, be subject to the following:

a. The Lessee shall participate in the re-bid of the site after the initial lease period ends (i.e. 15 years), where the Lessor shall reserve the right to modify existing or introduce new terms and conditions and bid parameters;

b. The Lessee shall be the highest bidder or shall be within 10% of the highest bid;

c. If the Lessee is not the highest bidder, it will pay 4% of the highest bid amount, of which 75% of it will go to the highest bidder and remaining 25% will be retained by the Lessor; and

d. The Lessee shall match the highest bid to exercise the first right of refusal and get extension of the lease for the further period of 15 years.

l) In addition to quoted lease rent, the Lessee agrees to pay to the Lessor from the month commencing after duration of 8 months from the Appointed Date, a share of revenue, generated from the commercial exploitation of both mandatory and additional facilities at Demised Land calculated fortnightly and paid at the start of the succeeding fortnight, every fortnight till the end of lease period. The revenue share shall be calculated as a percentage value of the fortnightly revenue generated from fuel margin on total revenue from sale of fuel and non-fuel (F&B) gross revenue at the Demised Land. For the purpose of this RFP, revenue to be considered for revenue sharing shall be considered in two parts: fuel margin on total revenue from sale of fuel and non-fuel (F&B) gross revenue. Fuel margin percentage shall be computed as per latest dealer commission on petrol and diesel publication from Petroleum Planning and Analysis Cell, Ministry of Petroleum & Natural Gas, Government of India.

m) For avoidance of doubt and by way of illustration, fuel margins computation, say for July 2022 shall be computed as per the latest dealer commission on petrol and diesel publication from Petroleum Planning and Analysis Cell, i.e. revision dated 19-Feb-2019, “INR 2673.8/kl + 0.859% of product billable price” for petrol and

"INR 2000.6/kl + 0.257% of product billable price" for diesel. The dealer margin shall be computed as illustrated in the table below:

Fuel type	**Latest dealer commission guideline, (dated 19-Feb-2019)**	**Retail selling price (dated 01-Jun-2021) (A)**	**Dealer commission per litre (dated 01-Jun-2021) (B)**	**Dealer margin % (C=B/A)**
Petrol	2673.8/kl + 0.859%*Product billable price	94.49	2.68	2.84%
Diesel	2000.6/kl + 0.257%*Product billable price	85.38	2.00	2.35%

a. For avoidance of doubt and by way of illustration, computation of **Fuel Margin on Total Revenue from Sale of Fuel** to be considered for revenue sharing, say for September 2022 is illustrated in table below:

Petrol sale in the month (INR) (A)	**Petrol margin % (B)**	**Diesel sale in the month (INR) (C)**	**Diesel margin % (D)**	**Fuel margin per month on Total Revenue from Sale of Fuel considered for sharing (INR) (E = A*B + C*D)**
50,00,000	2.84%	50,00,000	2.35%	2,59,500

Say **non-fuel (F&B) gross revenue per month** i.e. total of user spend at F&B facilities is **INR 5,00,000** then revenue sharing for non-fuel facilities will be calculated on this revenue number.

The Lessee shall pay the quoted percentage value in Annexure III of the total revenue considered for sharing.

b. The percentage value shall be set as follows:

Bundle Name	**Percentage revenue share of Fuel Margin on Total Revenue from Sale of Fuel**	**Percentage revenue share of Non-Fuel (F&B) Gross Revenue**
Bundle – ABJ4	7.2%	4%

Bundle – ABJ5	5.9%	4%

n) The Lessee can determine charges for User Facilities in wayside amenity and rates as driven by market forces, taking into consideration the different facilities in Annexure C. Also, finished products/Packaged Goods where MRP is printed, shall not be sold at a rate higher than MRP anywhere in the wayside amenity

o) The Lessee shall ensure that all Point of Sale systems used by the Lessee or their Contractors/Sub-Contractors are fully automated, closed loop EPOS system and the monthly sales data for each of the mandatory and additional facility is reported to the Lessor as per the template provided by the Lessor. The Lessee will be liable for MIS reporting for daily evaluation of business activities by the Lessor and for access to sales data of Contractors/Sub-Contractors of the Lessee. The Lessee shall also install, operate and maintain a computer system and central server with round-the-clock connections to the networks of the Lessor for exchange of data and information useful or necessary for efficient and transparent regulation. The Lessee shall also provide CCTV surveillance in front of all EPOS machines in billing area and share the recordings at the discretion of the Lessor

p) The Lessee shall maintain a separate set of books of accounts for keeping record of revenues generated from all User Facilities at wayside amenity on the Demised Land. The Lessee shall submit the book of accounts to the Lessor for audit and compliance check every quarter at any time till the end of the lease period and be liable for surprise audits as deemed necessary by the Lessor

q) All parking facilities, washroom, drinking water, emergency telephone services, first aid facilities shall be provided free of cost to road users of wayside amenity

r) Bank Guarantees as per the enclosed lease agreement or elsewhere specified in this document.

s) Any other as specified in the lease agreement attached herewith.

t) The guidelines issued by IRC and other professional bodies including MoRTH shall be adhered to for installation of fuelling station and its access from the Highway.

u) The bidders should take into account the policies, rules and regulations of local state government also while submitting their proposal.

v) The bidder will bear all duties, taxes, royalties and other levies payable under the laws, rules and regulations of Central Government, State Government and local bodies. NHAI will not reimburse any tax or liability on account of above.

w) Provided further that in case Lessee has developed the site within the specified period of [10 months] from the Appointed Date, however, the access of site of Project Stretch is not available for any specific reason attributable to NHAI/ NHLML, in such case Lessee shall not pay any Lease Rent / Revenue Share for the duration of delay attributable to NHAI / NHLML.

For avoidance of doubt, in case the Development Period of the Project is 10 months and Appointed Date of the Project is 1st January 2022, then the Commercial Operation date of the Project would be 1st November, 2022. However, in case the lessee has completed the project on or before of 31st October, 2022 and, NHAI/NHLML provides the access of site for such Project Stretch on 1st January, 2023, then in such case Lessee shall pay the Lease Rent/Revenue Share from the 1st January, 2023 only.

Moreover, in case Lessee has developed the Site before the Development Period i.e., 10 months from the Appointed Date, and the access of site for Project Stretch is also available in such cases also Lessee shall pay Lease Rent / Revenue Share from the date specified date in the lease agreement which is 10 months from Appointed Date, however they may be awarded the completion certificate and given the right to commence operations, effective from that date.

For avoidance of doubt, if the Development Period of the Project is 10 months and Appointed Date of the Project is 1st January 2022, then the Commercial Operation of the Project shall begin from 1st November, 2022. In case the lessee has completed the project on 31st August, 2022 and NHAI/NHLML also provides the access of

Project Stretch on 1st September, 2022 in such cases also Lessee shall pay the Lease Rent/Revenue Share from the 1st November, 2022 only.

In the event of delay on the part of the lessee, failure to operationalise the project after the lapse of the specified Development Period of 10 months, the Authority can forfeit a part of the performance security as damages payable to the Authority, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be for, inter-alia, loss of revenue, time cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority under the bidding documents and /or under the Agreement, or otherwise, under the conditions specified in Clause 2.2 as a breach of the agreement and conditions for forfeiting the Performance security of this RFP.

2.3. Bidders shall submit offers, which comply with the requirements of the Bidding Documents. Conditional offers or alternative offers will be summarily rejected.

3. PROPOSAL

3.1. **Proof of Eligibility:** The proof of Eligibility should be complete in all respect as per the documents specified in Appendix – I as given below:

a) Letter of Transmittal as mentioned in Appendix – I

b) Financial Information – This should be submitted as per Form 'A' of Appendix – I. Applicant must have average annual net worth in the last financial year as mentioned below

Bundle Name	Annual Net Worth (INR Cr.)
Bundle – ABJ4	4.43
Bundle – ABJ5	4.43

In case of a Joint Venture, the lead partner must fulfill at least 50% of annual net worth requirements and other JV partners should fulfill at least 30% of annual net worth requirement. Also, the lead partner and JV partner jointly should meet the annual net worth requirement)

a. This should be supported by audited balance sheets and profit and loss accounts duly certified by a Chartered Accountant, as submitted by the applicant to the Income Tax Department

b. Name & address of the bankers, identification of individuals familiar with the applicant's financial standing and a banker's statement on availability of credit or a net worth certificate duly certified by a Chartered Accountant or statutory auditor, whichever applicable.

3.2. Financial Proposal

3.2.1. The financial proposal should be made in the enclosed Proforma as per Annexure-II.

3.2.2. The financial proposal shall also take into account the tax liability and cost of insurance etc.

3.2.3. The lease amount shall be expressed in Indian Rupees.

4. EARNEST MONEY

4.1. The Bidder shall furnish, as part of the Bid, Earnest Money/Bid security, for an amount as mentioned in the table below

Bundle Name	Bid Security Amount (INR Lakhs)
Bundle – ABJ4	8.25
Bundle – ABJ5	6.75

4.2. The Earnest Money shall, at the Bidder's option, be in the form of Bank Guarantee of any scheduled commercial bank authorised to operate in India by RBI and having a net worth in Indian operations of not less than Rs. 500 crore as per the latest annual report of the bank. In case of foreign banks (issued by a branch in India) the net worth in respect of the Indian operation shall only be taken into account. The Bank Guarantee validity shall be for minimum of 45 days beyond the "validity of the bid". The Bank

Guarantee shall be transmitted through SFMS Gateway to NHLML/NHAI through the designated bank of NHLML/NHAI, details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	National Highways Logistics Management Limited
2.	Name of Bank	Canara Bank
3.	Account No.	8598201006150
4.	IFSC Code	CNRB0008598

It may please be noted that the original document of various submissions of selected bidders shall be produced for verification to NHLML/NHAI before award of work, if so desired by NHLML/NHAI.

4.3. Any bid not accompanied by an acceptable Earnest Money, shall be rejected by the NHLML/NHAI as non-responsive

4.4. The Earnest Money of unsuccessful bidder will be returned within 28 days of the end of Bid Validity period.

4.5. The earnest money of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required performance security

4.6. The Bid Security/ Earnest Money will be fortified:

a) if the bidder withdraws the Bid after its submission during the period of Bid validity or extended bid validity;

b) In case of a successful Bidder, if the Bidder fails within the specified time limit to:

i Sign the Agreement; and/or

ii Furnish the required Performance Security

5. SUBMISSION OF PROPOSAL

5.1. The bidder must submit one proposal for each bundle, and it must be submitted though online mode only. Each proposal will have a covering letter clearly marked, "For the Project of Developing, Operating and Maintaining of wayside amenities on Trans Rajasthan Corridor for Bundle ABJ4 to ABJ5 in Amritsar - Bathinda - Jamnagar section on lease basis" and shall be addressed to

Asheesh Kumar Jain, GM (Tech), National Highways Authority of India
G-5 & G-6, Sector 10, Dwarka, New Delhi - 110075

The letter must be clearly marked:

DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE

5.2. This bid must be submitted as per e-tendering procedure.

5.3. The Proof of Eligibility and Financial proposal both duly completed which shall be signed by the authorised representative of the bidder must be submitted. All pages of the Proof of Eligibility and Financial proposal must be initialed by the authorised signatory duly authorised for signing the proposal. The authorisation of authorised signatory must be confirmed by a notarised Power of Attorney accompanying the proposals. Affidavit as per Appendix II shall also form part of Bid.

5.4. The proposal shall be submitted in electronic form with page numbering and index. Any additional information shall be furnished by the bidder through e-mail with proper indexing and page numbering.

5.5. The proposal must contain no interlineations or overwriting except as necessary to correct errors made by the bidder themselves, in which cases such corrections must be initialled by the person or persons signing the proposal.

5.6. The proposal must be submitted online, on or before 07.03.2023 up to 1100Hrs.

5.7. The proposal must be valid for 180 days from last date of submission of bid i.e. bid due date. A bid valid for a shorter period shall be summarily rejected by NHLML/NHAI.

5.8. MODIFICATION AND WITHDRAWAL OF BIDS:

5.8.1. The Bidder may modify, substitute or withdraw its e- Bid after submission prior to the Bid Due Date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date & Time.

5.8.2. For modification of e-Bid, Bidder has to detach its old Bid from e-procurement portal and upload / resubmit digitally signed modified Bid. For withdrawal of Bid, a Bidder has to click on withdrawal icon at e-procurement portal and can withdraw its e-Bid. 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.

6. PROPOSAL EVALUATION

A two-stage procedure will be adopted in evaluating the proposals: ***(i) Proof of Eligibility; (ii) a financial evaluation***.

6.1. EVALUATION FOR PROOF OF ELIGIBILITY PROPOSAL

In the first stage the documents for proof of eligibility will be opened as submitted on etender-portal and evaluated based on the following criteria and the details furnished by the agency

a) Financial strength (in Form "A"): Applicant must have annual net worth in the last financial year as mentioned in the table below

Bundle Name	Annual Net Worth (INR Cr.)
Bundle – ABJ4	4.43
Bundle – ABJ5	4.43

b) In case of a Joint Venture, the lead partner must fulfill at least 50% of annual net worth requirement and other JV partners should fulfill at least 30% of annual net worth requirement. Also, the lead partner and JV partner jointly should meet the annual net worth requirement.

6.1.1 The Bidder shall enclose with its Bid, to be submitted as per the complete with its Annexes, the following:

a. Certificate(s) from its statutory auditors[5$] specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 6.1.1 (i). For the purposes of this RFP, net worth (the **"Net Worth"**) shall mean the aggregate value of the paid-up

[5 $] In case duly certified audited annual financial statements containing explicitly the requisite details are provided, a separate certification by statutory auditors would not be necessary in respect of Clause 2.2.4 (i). In jurisdictions that do not have statutory auditors, the firm of auditors which audits the annual accounts of the Bidder may provide the certificates required under this RFP.

share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated loses, 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.

(i) In case the Bidder is an Individual: valuation certificate of the *immovable* assets in the name of the individual duly certified by a registered valuer and certification of the same by the Chartered Accountant is required. The *immovable* assets shall be valued at circle rate as mentioned below. In case circle rates are not available, the rates taken in any registration shall be considered and copy of such registration is to be provided as mentioned below. Copy of the Registration Certificate of the valuer shall also be enclosed. The individual shall also give a declaration that all loans and liabilities have been considered for calculation of the Net Worth. The certificate(s) from the Statutory Auditor (SA) of the Bidder [or any Chartered Accountant (CA) Firm in case the Bidder is not having a Statutory Auditor] (SA/CA should be duly enrolled with ICAI) specifying the net worth and cash accruals of the Bidders, in the format provided at Annex II (A) or Annex II (B) of the Appendix I as the case may be.

a) *Methodology for calculation of Net Worth should be mentioned in the certificate issued by Statuary Auditor/ Chartered Accountant. Further, in case of individual, Net Worth certificate should be submitted as per format prescribed at Annex-II(A) or Annex-II(B), as the case may be.*

b) *Applicable Circle Rate (Circle Rate or equivalent used by various state authorities) should be of the applicable financial year for which Net Worth has been claimed.*

c) *Circle Rate adopted by the Valuer along with its date shall be certified by the Statuary Auditor/ Chartered Accountant certifying the Net Worth of the Bidder.*

d) *Self certified copy of Circle Rates, as issued by the local authority, which is applicable for the area where the asset claimed is situated should be enclosed along-with valuer's report.*

e) *In case of individual, a statement duly certified by Statuary Auditor/ Chartered Accountant is required to be submitted stating that all the immovable assets claimed as part of Net Worth are owned by the Bidder as on cutoff date of 31st March of the latest financial year for which audited statements are furnished.*

f) *In case circle rates are not available, then copy of any conveyance deed registered during the relevant period with the concerned local authority is to be provided.*

6.2. EVALUATION OF TECHNICAL PROPOSAL

Deleted

6.3. EVALUATION OF FINANCIAL PROPOSAL

The Evaluation Committee will open the financial proposals (including modification to bid, if any) of those bidders who were found technically responsive as per clause 6.1. The financial proposals would be opened on etenders-portal in the presence of the authorised representatives of the bidders, a notice for which would be issued to the bidders 7 days in advance. The highest amount of lease amount in Indian Rupees quoted by the responsive bidder will form the basis for award.

6.4. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparisons of the bids, the NHAI may, at its discretion, ask any Bidder for authentication of the correctness of the information/details furnished by him in his bid. Such request by NHAI shall be in writing and the response by the 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.

7. NOTIFICATION OF AWARD AND SIGNING OF LEASE AGREEMENT

7.1. The Bidder shall provide all the information sought under this RFP. The Lessor will evaluate only those BIDs that are received online in the required formats and complete in all respects. However, Bid Security, POA for signing the Bid, POA for lead member of JV, if any, Joint Bidding Agreement for JV, if any, Integrity Pact, and experience certificates apostile at foreign origin, if any shall be submitted physically in original by the Bidder after declaration of Bid Evaluation Result by the Lessor. Bidders (including individual or any of its Joint Venture Members) failing to submit the original documents required as per above shall be unconditionally debarred from bidding in NHLML/NHAI projects for a period of 5 years.

7.2. The bidder whose Bid has been accepted will be notified for the award by the NHLML/NHAI prior to expiration of the Bid validity period by cable, telex, e-mail, fax or facsimile confirmed by registered letter. This letter will state the amount that the bidder will pay to the NHLML/NHAI as lease amount and share of revenue.

7.3. The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause 8 and as per Annexure IV.

7.4. The Agreement will be signed by the NHLML/NHAI and the successful bidder as per Annexure III after the performance security is furnished. The bidder shall sign the contract agreement within 10 days of submission of performance security, failing which the performance security shall be forfeited.

8. PERFORMANCE SECURITY

8.1. Within 30 (thirty) days after receipt of the Letter referred in Clause 7.1 above, the successful bidder shall deliver to NHLML/NHAI a Performance Security. The Lessee shall furnish the Performance Security for a fixed amount equivalent of 50% of annual lease rent, i.e., 6 months of monthly lease rent, as quoted in Annexure II, furnished in the form of a Bank Guarantee, to guarantee the development of wayside amenities from Warm Shell provided by the Lessor and to operationalize the facility within 8 months from the date of signing of the Contract Agreement or for any other extended period as may be required by the Lessor and;

The Lessee shall also deliver a security for 2-year lease amount during the maintenance and operation period, valid for 15 years from the date of commercial operation of the facility or for any other extended period as may be required by the Lessor or valid for 5 years from the date of commercial operation of the facility with two subsequent extension of 5 years each 30 days prior to expiration of the previous validity period, failing which performance security shall be forfeited. The development period is 8 months. The bidder shall sign the contract agreement within 10 days of submission of performance security, failing which the performance security shall be forfeited.

8.2. The performance security shall be in the form of a Bank Guarantee in the name of the NHAI, from a Bank as applicable in case of Earnest Money / Bid Security. The Bank Guarantee shall be transmitted through SFMS Gateway to NHLML/NHAI through the designated bank of NHLML/NHAI, details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	National Highways Logistics Management Limited
2.	Name of Bank	Canara Bank
3.	Account No.	8598201006150
4.	IFSC Code	CNRB0008598

It may please be noted that the original document of various submissions of selected bidders shall be produced for verification to NHLML/NHAI before award of work, if so desired by NHLML/NHAI.

8.3. Failure of the successful bidder to comply with the requirement of sub-clause 8.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the earnest money.

9. CORRUPT OR FRAUDULENT PRACTICES

NHAI will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract with NHLML/NHAI, if it at any time determines that the bidder/Lessee has engaged in corrupt or fraudulent practices in competing for the contract or in execution.

a) "corrupt practice" means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Lessor, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Lessor of the benefits of free and open competition.

NHAI requires the bidders to strictly observe the laws against fraud and corruption enforced in India, namely, "Prevention of Corruption Act, 1988."

10. ATTACHMENTS

The proposal and other document should be submitted as per the following:

a) Annexure-I: Proposal Submission Form
b) Annexure-II: Financial Proposal Submission Form
c) Annexure-III: Format for Lease Agreement along with Schedule I & II
d) Annexure-IV: Format for Bank Guarantee for Performance Security
e) Annexure-V: Format for Bank Guarantee for Earnest Money
f) Annexure-VI: Format for Bank guarantee for Security Money
g) Appendix-I: Forms and details for proof of eligibility
h) Annex(A): Details of Bidder
i) Annex(B) Form for Net Worth
j) Appendix-II: Affidavit
k) Appendix-III: Format for Power of Attorney for signing of bid
l) Appendix-IV: Integrity Pact
m) Appendix-V: Joint Bidding Agreement
n) Appendix-VI: Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)

Annexure – I

PROPOSAL SUBMISSION FORM

(Location, Date)

FROM:

TO:
NHAI G-5&6, Sector-10, Dwarka,
New Delhi-110075

Sub: DEVELOPING, OPERATING AND MAINTAINING OF WAYSIDE AMENITIES ON TRANS RAJASTHAN CORRIDOR FOR BUNDLE ABJ4 TO ABJ5 IN AMRITSAR – BATHINDA – JAMNAGAR SECTION ON LEASE BASIS

Sir,

Having examined the Bid Documents, we, the undersigned, offer to bid for lease of the specified land in table mentioned below for providing wayside amenities in accordance with your bid document.

Bundle Name	Bidding Status (Yes / No)
ABJ4	
ABJ5	

We are hereby, submitting our proposal, which includes this cost of bid document, earnest money and Proof of Eligibility & Financial Proposal sealed under separate covers.

The period of validity of the proposal i.e. up to 180 days from bid due date and our proposal is binding upon us.

We understand that you are not bound to accept any proposal.

We remain, Yours faithfully,

(Authorised Signatory)
Name & Title of Signatory:
Name of Firm:
Address:

Annexure – II

FINANCIAL PROPOSAL SUBMISSION FORM

(Location, Date)

FROM:

To:
NHAI, G5-6, Sector-10,
Dwarka, New Delhi -110075

Sub: DEVELOPING, OPERATING AND MAINTAINING OF WAYSIDE AMENITIES ON TRANS RAJASTHAN CORRIDOR FOR BUNDLE ABJ4 TO ABJ5 IN AMRITSAR – BATHINDA – JAMNAGAR SECTION ON LEASE BASIS

FINANCIAL PROPOSAL

Sir,

We, the undersigned, offer to bid for lease of the above specified land for providing wayside amenities in accordance with your bid.

Our financial proposal as given below shall be binding upon us up to expiration of the validity period of the proposal i.e. 180 days from bid due date.

Bid amount towards yearly lease amount offered by us (in addition to Revenue Share) is mentioned in the below table for developing, operating and maintaining the facility on the list of land parcels as specified in Schedule-I in addition to share of revenue.

Bundle Name	Annual lease rent (in INR)
ABJ4	
ABJ5	

The above amount is clear of all deductions.

We understand that you are not bound to accept any proposal you receive.
We remain,

Yours faithfully,

(Authorised Signatory) Name & Title of Signatory:
Name of Firm:

DEFINITIONS

"Agreement" or "Lease Agreement" means this Agreement, its Recitals, and the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

"Appointed Date" means the date on which Demised Land shall be Handover to Lessee by the Lessor, in accordance with the provisions of this Agreement;

"Handover" means the date on which Demised Land has been handed over to Lessee by the Lessor. It shall be within 15 days from the signing of Agreement;

"Government" means the Government of the India;

Annexure – III

FORMAT OF AGREEMENT

This Agreement of Lease made on this _____ day of_____ in the year two thousand and _____ **("Execution Date")** between the National Highways Authority of India, a statutory corporation having its office at G 5&6, Sector-10, Dwarka, New Delhi – 110 075 (hereinafter referred to as the **"Lessor"** which expression shall, unless excluded by or is repugnant to the context, include its Member, General Manager, Director or any of its officers duly authorized by the Chairman in this behalf or its administrator, successor and assigns) of the one part;

AND

M/s _____ a company registered under the Companies Act, 1956 having its registered office at _____.

OR

M/s _____, a registered partnership concern carrying on its business at _____.

OR

Sh. _____, S/o _____, R/o _____ carrying on business in the name and style of M/s _____at _____.

(Hereinafter referred to as the **"Lessee"** which expression shall, unless excluded by or is repugnant to the context, include its successor, administrator, heir and permitted assigns) of the other part;

WHEREAS the list of land parcels, as specified in Schedule-I, vested in the Central Government, has been entrusted to the **Lessor** for the purpose of development, operation and maintenance.

AND WHEREAS the **Lessor** is empowered under Sections 15 and 16 of the National Highways Authority of India Act, 1988 to grant lease for the purpose as appearing hereunder.

AND WHEREAS the list of land parcels, as specified in Schedule I, is proposed to be developed by the **Lessor** by providing wayside amenities with development of mandatory fuel and non-fuel facilities as specified in Annexure C as per site-specific layout and (hereinafter referred to as the "**User Facilities**").

AND WHEREAS the **Lessor**, in terms of Letter of Invitation No. _____ _____ dated _____ invited sealed bids from the interested Bidders, for granting on lease, the list of land parcels, as specified in Schedule I, for providing **User Facilities** and the **Lessee** being the highest bidder as determined through the bidding process, the Bid of the **Lessee** has been accepted by the **Lessor**.

AND WHEREAS the **Lessor** has agreed to grant to the **Lessee** a lease in respect of the list of land parcels measuring approximately *** hectare as more particularly described in **Schedule-I** hereunder along with construction of Warm Shell as specified in Annexure-E for a term of 15 years ("**Lease Period**") for the purpose of providing **User Facilities**, more particularly described in **Schedule-II** hereunder, for the term of Lease.

NOW THEREFORE IN WITNESS WHEREOF, THE PARTIES HAVE AGREED TO THE FOLLOWING TERMS AND CONDITIONS AND CONVENANTS:

1. In pursuance of the aforesaid and in consideration of the lease amount hereby reserved and subject to the terms and conditions, covenants and agreements herein contained and on the part of **Lessee** to be observed and performed, the **Lessor** doth hereby demise unto the **Lessee** all that the said list of land parcels and more particularly described in Schedule-I along with the Warm Shell constructed on these land parcels hereunder (hereinafter referred to as 'the Demised Land') to hold the Demised Land unto the **Lessee** for a term of 15 years commencing from the __ day of _____ i.e., the Appointed Date, but subject to the earlier termination of this Lease as hereinafter provided and yielding and paying therefore during the said term, a fixed percentage, as quoted in the table below, of the lease rent as quoted in Annexure-II, calculated annually and paid every month, i.e., 1/12th of the annual lease amount quoted, from the month commencing after duration of 8 months after the Appointed Date, till the end of lease period. In addition to the rent, the Lessee agrees to pay a share of revenue as

described in clause 1 (b) of this agreement, from the month commencing after duration of 8 months from the Appointed Date, till the end of lease period.

The Lessee is not required to pay any rent or share of revenue for the duration of 8 months from the Appointed Date.

Duration from the Appointed Date	**Fixed Percentage of annual lease rent as quoted in Annexure-II**
8 months	10%
12 months	40%
24 months	70%
36 months	100%

This lease rent would be free and clear of all deductions and, calculated annually and paid every month, i.e., 1/12th of the annual lease amount quoted, till the end of lease period, strictly in advance on or before the ____ day of each and every month, the first of such monthly lease amount shall be paid on the 7th day of the month of _____ and subsequent rent to be paid on or before the ___ day of the month in each and every succeeding month regularly.

a) The **Lessee** shall pay the lease amount hereby reserved on the days and in the manner aforesaid clear of all deductions. Notwithstanding the other rights of the **Lessor** under this Agreement, in the event of failure of the **Lessee** to pay the lease amount and other amounts including share of revenue as per Clause 2.2 herein provided on the respective due dates, simple interest @ 18% per annum shall be payable on all delayed payments.

    a. For the avoidance of doubt and by way of illustration, if the Price Index is 200 (two hundred) for the month of signing of the agreement, say, July 2022, and if the Price Index is 230 (two hundred thirty) for the month when 12 months duration is completed from the Appointed Date i.e., 4 months of payment of 10% of 1/12th of annual lease rent as quoted in Annexure-II, is completed, then the Price Index Multiple for the next 12 months shall be 1.15 (one point one five), calculated by dividing 230 by 200. Then, if the

quoted annual lease rent (as per Annexure-II) is say INR 1,00,000, then the lease rent payable for July 2023 – June 2024 shall by calculated as, quoted annual lease rent (as per Annexure-II) multiplied by the fixed percentage of lease rent, as quoted in clause 2.2 (b) of this agreement and Price Index Multiple i.e. 1,00,000 x 40% x 1.15 = INR 46,000.

Similarly, if applicable Price Index Multiple for the period July 2024 - June 2025, is also 1.15 (one point one five), then annual lease rent for this period would be 12/12*70%*1,00,000*(1.15)^2 =92,575.

Similarly, if applicable Price Index Multiple for the period July 2025 - June 2026, is also 1.15 (one point one five), then annual lease rent for this period would be 12/12*100%*1,00,000*(1.15)^3 =152,088 and so on.

Year	Year 1	Year 2	Year 3	Year 4
Illustrative Time Frame	July 1, 2022 to 30th June 2023	July 1, 2023 to 30th June 2024	July 1, 2024 to 30th June 2025	July 1, 2025 to 30th June 2026
Annual Rent Illustrative Calculation (INR)	4/12[6]*10%*1,00,000 = 3,333	12/12* 40%*1,00,000*(1.15)^1 = 46,000	12/12* 70%*1,00,000*(1.15)^2 = 92,575	12/12* 1,00,000*(1.15)^3 =152,088

b. "Price Index" shall comprise:

   i. 70% (seventy per cent) of WPI; and

   ii. 30% (thirty per cent) of CPI (IW)

where

WPI means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI on the web link http://eaindustry.nic.in/#.

CPI (IW) means the Consumer Price Index for Industrial Workers as published by the Labour Bureau, Government of India at the web link http://www.labourbureaunew.gov.in/

[6] For Year 1, the factor 4/12 is taken because the bidder is expected to pay rent for only 4 months of first year of the concession period i.e. after duration of 8 months from the date of signing of the agreement

c. “Reference Index Date” means, in respect of the specified date or month, as the case may be, that last day of the preceding month with reference to which the Price Index or any constituent thereof is revised and in the event such revision has not been notified, the last such Price Index or any constituent thereof shall be adopted provisionally and used until the Price Index or such constituent thereof is revised and notified

b) In addition to quoted lease rent, the Lessee agrees to pay to the Lessor from the month commencing after duration of 8 months from the Appointed Date, a share of revenue, generated from the commercial exploitation of both mandatory and additional facilities at Demised Land calculated fortnightly and paid at the start of the succeeding fortnight, every fortnight till the end of lease period. The revenue share shall be calculated as a percentage value of the fortnightly revenue generated from fuel margin on total revenue from sale of fuel and non-fuel (F&B) gross revenue at the Demised Land. For the purpose of this RFP, revenue to be considered for revenue sharing shall be considered in two parts: fuel margin on total revenue from sale of fuel and non-fuel (F&B) gross revenue. Fuel margin percentage shall be computed as per latest dealer commission on petrol and diesel publication from Petroleum Planning and Analysis Cell, Ministry of Petroleum & Natural Gas, Government of India.

a. For avoidance of doubt and by way of illustration, fuel margins computation, say for July 2022 shall be computed as per the latest dealer commission on petrol and diesel publication from Petroleum Planning and Analysis Cell, i.e. revision dated 19-Feb-2019, “INR 2673.8/kl + 0.859% of product billable price” for petrol and “INR 2000.6/kl + 0.257% of product billable price” for diesel. The dealer margin shall be computed as illustrated in the table below:

Fuel type	Latest dealer commission guideline, (dated 19-Feb-2019)	Retail selling price (dated 01-Jun-2021) (A)	Dealer commission per litre (dated 01-Jun-2021) (B)	Dealer margin % (C=B/A)
Petrol	2673.8/kl + 0.859%*Product billable price	94.49	2.68	2.84%
Diesel	2000.6/kl + 0.257%*Product billable price	85.38	2.00	2.35%

b. For avoidance of doubt and by way of illustration, computation of **Fuel Margin on Total Revenue from Sale of Fuel** to be considered for revenue sharing, say for July 2022 is illustrated in table below:

Petrol sale in the month (INR) (A)	Petrol margin % (B)	Diesel sale in the month (INR) (C)	Diesel margin % (D)	Fuel margin per month on Total Revenue from Sale of Fuel considered for sharing (INR) (E = A*B + C*D)
50,00,000	2.84%	50,00,000	2.35%	2,59,500

Say **non-fuel (F&B) gross revenue per month** i.e. total of user spend at F&B facilities is **INR 5,00,000** then revenue sharing for non-fuel facilities will be calculated on this revenue number.

c) The percentage value shall be set as follows:

Bundle Name	Percentage revenue share of Fuel Margin on Total Revenue from Sale of Fuel	Percentage revenue share of Non-Fuel (F&B) Gross Revenue
Bundle – ABJ4	7.2%	4%
Bundle – ABJ5	5.9%	4%

The revenue share percentage shall be paid strictly in advance on or before the ____ day of each and every fortnight, the first of such fortnightly share of revenue shall be

paid on the day of _____ and subsequent share of revenue to be paid on or before the ___ day of each fortnight in each and every succeeding year regularly.

2. The **Lessee** shall ensure that all Point of Sale systems used by the **Lessee** or their Contractors/Sub-Contractors are fully automated, closed loop EPOS system and the monthly sales data for each of the mandatory and additional facility is reported to the **Lessor** as per the template provided by the **Lessor**. The **Lessee** will be liable for MIS reporting for daily evaluation of business activities by the **Lessor** and for access to sales data of Contractors/Sub-Contractors of the **Lessee**. The **Lessee** shall also install, operate and maintain a computer system and central server with round-the-clock connections to the networks of the Lessor for exchange of data and information useful or necessary for efficient and transparent regulation. The **Lessee** shall also provide CCTV surveillance in front of all EPOS machines in billing area and share the recordings at the discretion of the **Lessor**

3. The **Lessee** shall maintain a separate set of books of accounts for keeping record of revenues generated from all User Facilities at wayside amenity on the Demised Land. The **Lessee** shall submit the book of accounts to the **Lessor** for audit and compliance check every quarter till the end of the lease period and be liable for surprise audits as deemed necessary by the Lessor.

The Lease has been granted for the specific purpose of developing, operating and maintaining the **User Facilities** as proposed by the **Lessee** in his Bid and in accordance with the terms of this Agreement. The Demised Land shall not be used by the **Lessee** for any other purpose and in manner except as per and in accordance with the terms of this Lease Agreement. It is agreed and understood by the **Lessee** that the development period and maintenance and operation period both put together shall not exceed 15 years.

PERFORMANCE SECURITY:

a) The **Lessee** shall furnish the Performance Security for a fixed amount equivalent of 50% of annual lease rent, i.e. 6 months of monthly lease rent, as quoted in Annexure

II, furnished in the form of a Bank Guarantee, to guarantee the development of wayside amenities from Warm Shell provided by the Lessor and to operationalize the facility within 8 months from the Appointed Date or for any other extended period as may be required by the Lessor and;

b) The **Lessee** shall also deliver a security for 2-year lease amount during the maintenance and operation period, valid for 15 years from the date of commercial operation of the facility or for any other extended period as may be required by the **Lessor** or valid for 5 years from the date of commercial operation of the facility with two subsequent extension of 5 years each 30 days prior to expiration of the previous validity period, failing which performance security shall be forfeited. The development period is 8 months. The bidder shall sign the contract agreement within 10 days of submission of performance security, failing which the performance security shall be forfeited.

c) The **Lessor** shall be entitled to forfeit the Bank Guarantee in the event of the **Lessee** committing breach of any of the terms of this Agreement.

d) The **Lessee** shall be required to maintain the Securities for the above amount at all times during the periods stipulated above.

OBLIGATIONS OF LESSEE

1. The **Lessee** shall not be authorized to change the constitution or complexion of the company/firm, without the prior approval, in writing of the **Lessor**. In case of proprietary or partnership firms, no transfer of interest or change of liability shall be effected by the **Lessee** without the express written approval of the **Lessor.**

   Provided however, in case of partnership/proprietorship concern the **Lessee** may, if it so desires, with prior permission of the **Lessor,** convert itself into a Special Purpose Vehicle, for the development and/or running of the **User Facilities** and shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times during the Lease Agreement of the Project and upon such conversion the rights and obligations shall stand transferred to the said entity subject to

such additional terms and conditions as may be stipulated by the **Lessor** to protect its right in the Demised Land and under this Lease.

2. Subject to and on the terms and conditions of this Lease Agreement, the **Lessee** shall, at its own cost and expense, develop mandatory fuel and non-fuel facilities for highway users, construct and develop additional facilities as permissible by the **Lessor** as needed, undertake operation and maintenance of all facilities in the wayside amenity and maintain landscaping of area earmarked as open space/ future expansion/ landscape and commercialization on the Demised Land by the **Lessor**

3. The **Lessee** shall start the development work on the Demised Land within a period of **8 weeks** of signing of the Agreement. In case it is delayed, an additional charge by way of penalty of 2% of the annual lease amount per week will be levied for the next 16 weeks or part thereof and the lease terminated, if development is not started within 16 weeks from the signing of this Agreement. Upon such an event the **Lessor** shall be entitled to forfeit the Performance Guarantee and terminate this Lease Agreement.

4. The **Lessee** shall complete the development work of operationalization of all mandatory facilities as specified in Annexure H as per the satisfaction of the Lessor within 5 months from signing of agreement date or the date when the expressway stretch is operational, whichever is the later.

5. The **Lessee** shall complete the development work on the Demised Land within a period of **8 months** of the signing of this agreement. In case it is delayed, an additional charge by way of penalty of 2% of the annual lease amount per calendar week will be levied for the next 8 calendar weeks or part thereof. The same shall be increased by an additional 2% for every calendar week of default thereafter.

   If the development work is not completed to the satisfaction of the **Lessor** within a period of 8 months of the signing of the agreement, the **Lessor** shall be entitled to forfeit the Performance Guarantee and terminate this Agreement.

6. Any penalty imposed for delay in the commencement or completion of the development work, as provided herein above, shall be paid in such manner as the **Lessor** may decide.

7. The **Lessee** is required to make the facility operational by installing the necessary fixtures, furnishing and equipment in the Warm Shell constructed by **Lessor** at his own cost after obtaining prior written approval of the **Lessor** and strictly in accordance with the sanction and approval of the Local authority or of any other authority, the approval of whom has been mandated under the law for the time being in force. The **Lessee** shall construct and develop additional facilities after prior written approval from the **Lessor**

8. The **Lessee** shall submit monthly, progress report of the development work being carried on the Demised Land, in a manner acceptable to the **Lessor.**

9. The **Lessee** shall not keep any development material/ debris outside the Demised Land during or after completion of development. If any development material/debris are kept outside the Demised Land, the **Lessor** shall have the right but not the obligation to have it removed at the cost/ risk of the **Lessee** after giving 2 days' notice in writing. This amount shall be paid by the **Lessee** within 7 days on a mere reference to it failing which the **Lessor** shall be entitled to recover the same from the Performance Security without prejudice to any other rights under this Lease Agreement. The **Lessee** will be solely responsible for any accident occurring due to the negligence of the **Lessee** at the Demised Land or in area adjoining the Demised Land.

10. The **Lessee** shall make no additions or alterations whatsoever to the premises erected over the Demised Land without first obtaining written permission of the **Lessor** and if permission is so granted, the additions and alterations shall be made only in accordance with such directions as may be given by the **Lessor** and after obtaining sanction of the plan by the competent local authority as may be required in law. It is also agreed and acknowledged by the **Lessee** that it shall have no right to lease/license/allotment of any extra land over and above the Demised Land

    However, the **Lessor** may in its absolute discretion and having regard to the attending circumstances may consider the request of the **Lessee** for additional land on payment of rent and such terms and conditions as may be considered reasonable by the **Lessor.**

The volume of traffic, the necessity of additional facilities and the availability of land shall be the guiding factors for grant of additional land.

11. The **Lessee** is required to make the facility operational by installing the necessary fixtures, furnishing and equipment and all other things necessary for providing the **User Facilities** in the Warm Shell constructed by **Lessor**

12. It is expressly agreed and declared that all the existing and future rates, taxes, levies, duties, cess and charges of whatsoever nature throughout the term or the extended term of the leased and in respect of the **User Facilities** shall be borne and paid by the **Lessee.**

13. The **Lessee** shall observe and comply with all applicable laws, rules, regulations and byelaws for the time being in force. The **Lessee** shall apply for and obtain and maintain at its own cost and expense during the term of the lease all requisite consents, approvals and permissions from concerned local authority and Government authorities in respect of the grant hereby made in terms of this Agreement.

14. The **Lessee** shall maintain throughout the term of this lease policy(s) of insurance or other sufficient arrangement to the satisfaction of the **Lessor** covering liability for injury to any person or persons using the Demised Land or availing the **User Facilities**.

15. The **Lessee** shall use the Demised Land, or any premises erected thereupon for the exclusive purpose of providing **User Facilities** to the travellers and bonafide visitors to the Demised Premises. The Lessee shall not sell liquor, intoxicant and any contraband goods or any article the sale, distribution or display of which is prohibited by law. Failure to provide the desired level of **User Facilities** to the visitors shall be a sufficient ground for forfeiture of the Performance Security and for termination of the Lease.

16. The **Lessee** shall ensure that the lighting arrangements with adequate back up facility is provided on the Demised Land. The **Lessee** shall also ensure that the lighting facility do not cause any inconvenience to the users of the facility, neighbors or those who are using the highway.

17. The **Lessee** shall ensure that the personnel deployed by it for discharging its obligations under this Agreement are of good health, of highest integrity, punctual, well dressed and well behaved.

    a) The **Lessor** reserves its right to object to the deployment of any personnel for any reason in which case, such person or persons being objected to by the **Lessor** shall be removed by the **Lessee** forthwith and replaced with suitable person or persons within a day from such removal.

    b) The **Lessor** shall not be liable for any misconduct or misdeeds or any act or incident involving the **Lessee** or any of its personnel in any criminal or civil case and the **Lessee** alone shall be responsible for consequences and if any such incident takes place, the **Lessee** shall forthwith intimate the said incident to the **Lessor**.

    c) The **Lessee** specifically agrees that the personnel deployed by it, will not in any way claim employment with the **Lessor**. The **Lessee** shall be solely responsible for any dispute raised by the personnel deployed either during the term of the Agreement or thereafter.

    d) The Parties agrees that the relationship created by this Agreement is not of principal and agent.

    e) The **Lessee** shall provide adequate security to the satisfaction of the **Lessor** for the members of the public using the said **User Facilities**.

    f) The **Lessee** shall provide proper uniforms to its employees as approved by the lessor.

    g) The **Lessee** shall provide proper design branding material for signages/totem/Logo etc. as approved by the lessor.

18. The **Lessee** shall provide the **User Facilities** on round the clock basis and shall maintain and run the **User Facilities** in accordance with good industry standards and as may be required by the **Lessor.**

19. The **Lessee** shall maintain the Demised Land and structure/installations/fixtures in good conditions and order to the satisfaction of the **Lessor** and also abide by the directions given by the department of health or such other departments as may be entrusted with the enforcement of rules and regulations regarding health, sanitation, cleanliness and hygiene. A penalty for Rs 1,000 / per day shall be levied for improper quality of work i.e. improper cleaning, sanitation, improper supervision, short deployment of equipment and use of inferior quality of consumables as per the details given in Table 1 to Table 4 of Annexure G

20. The **Lessee** shall ensure that all food and beverage items sold at the Demised Land adhere to required standards of quality and hygiene as prescribed by the extant guidelines of Food Safety and Standards Authority of India and other relevant authorities. The **Lessee** shall take all necessary actions to prevent the sale and consumption of liquor / alcohol by any person

21. The **Lessee** shall not store any hazardous or explosive substance in the Demised Land. However, use of cooking gas will be permissible except in an area where fuel station is located.

22. The **Lessee** shall provide and maintain necessary firefighting and fire protection systems in the Demised Land.

23. The **Lessor** shall not be responsible in any way for any loss or damage caused to the stock or property belonging to the **Lessee** or his staff or representative or the user or users of the Facilities arising from or out of any cause whatsoever.

24. The following provisions shall also apply with regard to the building/structures and fixtures put up by the **Lessee** on the Demised Land.

    a) The **Lessee** shall have no right to remove any buildings/structures on the Demised Land after the expiry of the lease period and the premises (including structures, fittings and fixtures, plants and machinery except removable equipments like tanks, dispensing units etc.) will become the property of the **Lessor.** No compensation will be paid for the same on expiry of the lease period.

b) In the event of termination of this lease on account of the breach of the terms and conditions by the **Lessee**, the premises (including structures, fittings and fixtures, plants and machinery) shall vest absolutely in the **Lessor,** without any liability, payment or compensation, to the **Lessee.**

c) In the event of termination of this lease by mutual agreement or expropriation, the premises (including structures, fittings and fixtures, plants and machinery) shall vest absolutely in the **Lessor** subject to the payment of compensation as specified in Cl. D – "Compensation on account of Termination/Expiration of the Lease"

25. The **Lessee** hereby indemnifies the **Lessor** and saves the **Lessor** harmless against any action, proceedings, claims or demands of any person, local or statutory authority etc. made against the **Lessor** in respect of/and as a result of the business carried on by the **Lessee** or the **Lessee** committing any breach of the provisions of any Act or statutory regulations or in consequence of any other act or commission or omission or default of the **Lessee**, his servants, agents or workmen against all cost, charges and expenses, penalties, fines, losses and damages which the **Lessor** may have to pay, incur or sustain.

    The **Lessee** shall observe and perform all the terms, covenants, conditions and stipulations contained herein and shall not do, omit or suffer to be done any act, deed or thing whereby **Lessor's** rights with respect to the Demised Land and the assets therein are in any way prejudiced, affected or extinguished.

26. The **Lessee** shall obtain environment clearance, if required from the requisite statutory authority/ies and shall take appropriate steps as per applicable laws and regulations for preserving and maintaining the ecological balance in and around the Demised Land. Any adverse impact on the environment as a result of the business being carried out or due to negligence of the **Lessee**, the **Lessee** shall and on his/its failure, the **Lessor** may take steps for the restoration of the environment at the cost of **Lessee,** any expenditure incurred by the **Lessor** in this behalf, shall be recoverable from the **Lessee** within 7 days of receipt of notice together with such penalty as may be considered reasonable by the **Lessor,** but not exceeding 50% of the expenditure incurred.

27. The cost of stamp papers, registration and other such charges in connection with this lease, shall be fully borne by the **Lessee**.

28. The **Lessee** may provide additional hoardings on the demised land/building structure at locations which are not visible from the expressway, does not impact the elevation of the wayside amenity and will not distract the attention of road users. The Lessee is permitted to display commercial advertising as per the compliance with the applicable regulations including but not limited to the extant regulations of outdoor advertising.

29. The **Lessor** reserves the right to inspect and conduct checks to observe/witness the fulfillment of the obligations by the Lessee under this Agreement. If in the opinion of the **Lessor**, the **User Facilities** required to be provisions under this Agreement are not being provided or are not being properly maintained or the level of services is below standard, the **Lessee** shall take such corrective measures upon being served with a notice to the said effect by the **Lessor**. Failure of the **Lessee** to comply with the requirements of the notice within the time period stipulated therein would be considered a breach of the terms of this Lease Agreement by the **Lessee**.

30. The **Lessee** shall maintain a Complaints Register at a conspicuous place in the Demised Land for recording complaints, if any, of the users of the facilities. The **Lessee** shall inspect the Complaints Register at reasonable intervals and take prompt steps for redressal of the grievances stated in each complaint.

31. Within one week following the close of each calendar month, the **Lessee** shall send to the **Lessor** a true photocopy of such pages of the Complaints Register on which any entries have been recorded of any Complaint during the course of such month along with details of the action taken by the **Lessee** on such Complaints. The **Lessor** may in its discretion direct the **Lessee** to take such further reasonable action as the **Lessor** may deem appropriate for a fair and just redressal of any grievance.

32. The **Lessee** agrees and acknowledges that the **Lessor** reserves the right to vary the scope of the **User Facilities** from time to time before the final Bid submission date which shall be binding on the **Lessee**. Any further change in scope of User Facilities shall be mutually agreed upon by the Lessor and the Lessee.

33. Upon the expiry or earlier termination of the Lease, the **Lessee** shall handover to the **Lessor** the peaceful and vacant possession of the Demised Land including the structure/installations/fixtures erected or installed on the same. At the time of handover, the asset should be in good, aesthetic and serviceable condition as per good industry practices. Failure to hand over the same within a period of 7 days of the expiry or earlier termination of the Lease would make the **Lessee** liable for payment of penalty equivalent of a sum of Rs 5,000 per day upto a maximum of 10 days after which the **Lessor** shall be entitled to enter upon and take possession of the Demised Land.

34. The **Lessee** shall follow IRC guidelines in respect of building line & control line for the development of Wayside Amenities.

OBLIGATIONS OF THE LESSOR

1. The **Lessor** represents and warrants that it has in itself good right, full power and absolute authority to demise unto the **Lessee** the said land

2. The **Lessor** shall undertake construction of plastered wall and floorings along with installation of HVAC systems and utility connections for water and electricity (hereinafter referred to as 'Warm Shell') for mandatory fuel and non-facilities at the Demised Land before handover to the **Lessee** as specified in Annexure E**;** however, it shall not include furnishings and fixtures, interior designing and essential electric appliances required for a fully operational facility

3. That on the **Lessee**, paying the said yearly lease amount and share of revenue on the due date thereof and in the manner herein above provided and observing and performing the covenants, conditions and stipulations herein contained and on the part of the **Lessee** to be observed and performed, shall be entitled to peaceably and quietly hold, possess and enjoy the Demised Land together with the buildings/structures and installations erected thereon during the term hereby granted without any eviction, interruption, disturbance, claim and demand whatsoever by the **Lessor**, except as provided herein.

4. The **Lessor** shall not unreasonably withhold the issuance of necessary letters/permissions/sanctions, which may be required by the **Lessee** for developing, operating and maintaining of the **User Facilities**. Any unreasonable time consumed by the **Lessor** shall be liable to be adjusted against any time required to be observed by the **Lessee** for performing any obligation under this Lease Agreement.

5. The **Lessor** shall provide access to the Demised Land to the **Lessee** from the main carriageway of the expressway by developing acceleration and deceleration lanes and service road as needed. The Lessee has pre-approved highways access and does not require access permission from the Lessor.

6. The **Lessor** agrees that during the subsistence of this Lease Agreement, the **Lessor** shall not, at any time till this agreement is in force, provide legal highway access to any competing facility offering same **User Facilities** within a distance of 20 kms on from the expressway on the same side.

   The **Lessor** shall not, however, be responsible for any existing facilities with highway access or for whom the highway access has been awarded prior to this agreement.

7. To afford an opportunity of being heard to the **Lessee** before varying the scope of the **User Facilities**.

TERMINATION OF THE LEASE

1. In the event of any default, failure, negligence or breach in the opinion of the **Lessor** on the part of the **Lessee,** in complying with all or any of the conditions of the lease agreement, the **Lessor** will be entitled and be at liberty to terminate the lease forthwith and resume possession of the Demised Land without any liability or obligation towards the **Lessee**. This will be without prejudice to **Lessor's** right to recover, impose penalty and also forfeit the security maintained by the **Lessee** and claim compensation for damages, if any, from the **Lessee**.

2. Notwithstanding anything to the contrary in this Agreement, if the lease amount and share of revenue reserved or any part thereof shall remain unpaid for 180 days after becoming payable and the **Lessee** after receiving 7 days' notice does not make payment of the lease amount and share of revenue due and payable, it shall be lawful for the **Lessor** at any time to terminate this lease and to re-enter upon the leased premises or any part thereof and the **Lessee** shall on such termination peacefully give up and handover vacant possession of the land, premises and all buildings/structures and installations and there upon this lease shall absolutely stand terminated and the Bank Guarantee forfeited. The same shall be without prejudice to any other right of the **Lessor** in respect of any antecedent breach of the **Lessee(s)** covenants hereinabove contained.

3. It is the express purpose of grant of this lease to develop, continue, properly maintain and provide the **User Facilities** on the Demised Land during the term of the Lease or any extended period thereof. On breach of this condition, it shall be lawful for the **Lessor** to re-enter upon the Demised Land including the buildings thereon and terminate this lease without prejudice to any other right of the **Lessor**.

4. Notwithstanding anything to the contrary in this Agreement, if the Demised Land is required by the **Lessor** for expansion/ development of National Highway, the **Lessee** shall within 30 days or the time stipulated in the notice to be served in this behalf whichever is higher, vacate the premises and handover peaceful and vacant possession within the time as may be mentioned in the notice and in the event of failure to do so, the **Lessor** shall be entitled to impose and receive a penalty of Rs. 5,000 per day up-to a maximum of 10 days after which the **Lessor** shall be entitled to enter upon and take possession of the Demised Land.

   Provided that the **Lessor** at the time of the service of such notice may, in its absolute discretion, although it is not obliged to do so, offer to the **Lessee** another plot or plots of land on the said National Highways for the erection of similar building/structure and/or installation for use for the purpose and business of the **Lessee** on a fresh lease comprising similar or more covenants in these presents contained and including the covenants relating to the approval of plans and additions or alterations to the said structure and installations : Provided further that the amount payable by the **Lessee**

during the remaining period of the lease shall not exceed the amount which would have been payable for the remainder of the term in respect of the premises hereunder leased. Otherwise, the **Lessor** may compensate the **Lessee** as specified in Cl. D – "Compensation of account of Termination/Expiration of the Lease"

If the **Lessee** shall desire to terminate this Lease he shall give the **Lessor** 180 days clear notice in writing of such desire and shall up to the time of such termination pay the amounts due and perform and observe the covenants on his part herein before contained, then immediately on the expiration of such notice this lease shall cease but without prejudice to the rights and remedies to which the **Lessor** has become entitled in respect of any anticipated claim or breach of the covenant. **Lessee** will have no right on the building/infrastructure erected or maintained at the Demised Land and the same shall be the sole property of the **lessor**.

COMPENSATION ON ACCOUNT OF TERMINATION/EXPIRATION OF THE LEASE

1. In the event of expiry of lease period there shall be no compensation payable to the **Lessee**.

2. During the course of lease, if the **Lessor** requires to expropriate the facilities, or required for the expansion of highways, the compensation shall be payable as follow:

   a) If the expropriation is within a period of 5 years from the date of commencement of lease period, a premium of 25% shall be payable over the depreciated value of the infrastructure installed as per CPWD norms.

   b) If the expropriation is from 5 to 10 years from the date of commencement of lease period, a premium of 15% shall be payable over the depreciated value of the infrastructure installed as per CPWD norms.

3. If lease is terminated by mutual consent, then the **Lessee** shall be compensated by an amount equal to the depreciated value of the facility including any outstanding as applicable for the financial year during which the transfer take place.

APPLICABLE LAW

1. The Lease shall be governed by the provisions of the Transfer of Property Act, 1882.

2. Any dispute arising between the Lessor and the Lessee shall be subject to arbitration by an arbitration tribunal as hereunder provided.

ARBITRATION

1. Any Dispute which is not resolved amicably by conciliation, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Clause 2. Such arbitration shall be held in accordance with the Rules of SAROD, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be Delhi and the language of arbitration proceedings shall be English.

2. Subject to the Rules, there shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

3. The arbitral tribunal shall make a reasoned award (the "Award").

4. The Contractor and the Authority agree that an Award may be enforced against the Contractor and/or the Authority, as the case may be, and their respective assets wherever situated.

5. 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.

6. In the event the Party against whom the Award has been granted challenges the Award for any reason in a court of law the other Party, subject to the order of the Court, shall be entitled to seek an interim payment for an amount equal to 75% (seventy-five per cent) of the Award, pending final settlement of the Dispute. The aforesaid amount shall be paid forthwith upon furnishing an irrevocable Bank Guarantee for a sum equal to 120 % (one hundred and twenty per cent) of the aforesaid amount. Upon final settlement of the Dispute, the aforesaid interim payment shall be adjusted and any balance amount due to be paid or returned, as the case may be, shall be paid or returned with interest calculated at the rate of Bank Rate plus 3% (three per cent) per annum from the date of interim payment to the date of final settlement of such balance.

7. The Parties acknowledge and agree that the Arbitration proceedings shall be video recorded and one copy each of the video recording shall be provided to both the Parties.

NOTICES

1. Any notice required to be served on the **Lessee** under this Agreement shall be deemed to have been served if delivered at or sent by registered /speed post to the address as recorded in this agreement. In case of any change in the address the **Lessee** shall notify the change by registered letter to the **Lessor** within 7 days from the date of such change failing which a service effected on the address given in this Agreement shall be deemed to be the sufficient service.

2. The **Lessor** shall be entitled to terminate this lease at any given time as provided under this Agreement after giving 30 days prior notice to the **Lessee** stating therein the reasons for the termination of this lease.

TIME

The initial lease period will be 15 years. The Lessee reserves the first right of refusal for extending the lease agreement for another 15 (fifteen) years on mutually agreed terms.

The Lessee's first right of refusal mentioned above for a further period of 15 (fifteen) years shall, however, be subject to the following:

a) The Lessee shall participate in the re-bid of the site after the initial lease period ends (i.e., 15 years), where the Lessor shall reserve the right to modify existing or introduce new terms and conditions and bid parameters;

b) The Lessee shall be the highest bidder or shall be within 10% of the highest bid;

c) If the Lessee is not the highest bidder, it will pay 4% of the highest bid amount, of which 75% of it will go to the highest bidder and remaining 25% will be retained by the Lessor; and

d) The Lessee shall match the highest bid to exercise the first right of refusal and get extension of the lease for the further period of 15 years

AMENDMENT

No amendment to this Agreement shall have any legal force or effect unless such amendment is in writing signed by each of the parties hereto. However, this clause will not be applicable, in case where the **Lessor** requires any additional **User Facilities** to be developed by the **Lessee** on the Demised Land. In such case, a letter from the **Lessor** in this regard would be binding on the **Lessee.**

RELATIONSHIP

Nothing herein contained shall constitute any other relationship between the parties except that of **Lessor** and **Lessee**.

FORCE MAJEURE

Neither party shall be liable to each other for any loss or damage occasioned/caused by or arising out of acts of God, and in particular, "Unprecedented floods", pandemic volcanic eruption, earthquake or other convulsion of nature, and other acts, such as but not restricted to invasion, the act of foreign countries hostilities or war like operation before or after declaration of rebellion military which prevent performance of the contract and which would have been foreseen or avoided by prudent person and in such cases the decision of the **Lessor** shall be final.

LANGUAGE

All communication between the parties hereto shall be in English.

INTERPRETATION OF AMBIGUITY

If the **Lessee** needs any clarification as to the scope and nature of the **User Facilities,** it shall immediately notify the same in writing to the **Lessor** for necessary clarification. Any clarification by the **Lessor** as to the scope and nature of the user facility shall be final and binding on the **Lessee**.

WAIVER

No delay on the part of the **Lessor** in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

SEVERABILITY

If any provision of this Agreement is deemed or held to be illegal, invalid, unenforceable or contrary to any laws or regulations, all other provisions will continue in full force and effect, and the Parties where possible will substitute for such provision a valid and enforceable provision which conforms as nearly as possible with the original intent of the Parties or such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

SCHEDULES

All Schedules to the Agreement shall form part of the Agreement.

IN WITNESS WHEREOF the parties hereto set their hands on the day and year first above-mentioned

Signed by National Highways Authority of India
In the presence of : ……..
Name :
Designation:

Signed by The **Lessee** _____ In the presence of_____

DEVELOPING, OPERATING AND MAINTAINING OF WAYSIDE AMENITIES ON TRANS RAJASTHAN CORRIDOR FOR BUNDLE ABJ4 TO ABJ5 IN AMRITSAR – BATHINDA - JAMNAGAR SECTION ON LEASE BASIS.

SCHEDULE - I

AS PER ANNEXURE-A OF SCHEDULE – II

DEVELOPING, OPERATING AND MAINTAINING OF WAYSIDE AMENITIES ON TRANS RAJASTHAN CORRIDOR FOR BUNDLE ABJ4 TO ABJ5 IN AMRITSAR – BATHINDA - JAMNAGAR SECTION ON LEASE BASIS.

SCHEDULE - II

The facilities shall broadly have the amenities as described in Annexure-C.

Major components of the work/scope of work are as under:

a) Development of mandatory fuel and non-fuel facilities as specified in Annexure C for highway users in accordance with the design and site-specific layouts for each Wayside Amenity at the Demised Land that has been awarded to the Lessee;

   i. Develop a fully operational facility, from the Warm Shell as provided by the Lessor as specified in Annexure E, capable of immediate effective commencement of day to day operations of User Facilities at Demised Land for usage and convenience of expressway users. The Lessee is required to make the facility operational by installing the necessary fixtures, furnishing and equipment in the Warm Shell constructed by Lessor by following the site-specific layout and façade drawings provided by the Lessor

b) Construction and development of additional facilities, as applicable during the course of the lease period, at Demised Land in area remaining after development of mandatory facilities after prior written approval from Lessor

   i. Lessee is allowed to construct and develop, after prior written approval, only those additional facilities which are deemed permissible at particular Wayside Amenity by the Lessor as shared in Annexure D;

c) Operation and maintenance of all facilities in the Wayside Amenity at Demised Land in accordance with the provisions of this lease agreement;

d) Maintain landscaping of area earmarked as open space/ future expansion/ landscape and commercialization on the Demised Land by the Lessor and keep area free from encroachments; however, the Lessee shall have the rights on construction and/or development of any facility on area earmarked as open space/ future expansion/ landscape and commercialization on the Demised Land, post approval from Lessor.

Annexure-A

List of sites where WSA are to be developed and traffic data

Developing, Operating and Maintaining of wayside amenities on Trans-Rajasthan Corridor for Bundle ABJ4 to ABJ5 in Amritsar - Bathinda - Jamnagar section on lease basis.
List of sites in Amritsar - Bathinda - Jamnagar section - Bids Invited

Sl. No.	Bundle	Site Code	Highway Package No.	Site location (Chainage)	Side	WSA Type	Total Area (in ha.)	Latitude	Longitude
1	ABJ4	1L	Sangariya - Bikaner Package -1	3+100	Left Side	Type 3	6.9	29.754793	74.465935
2	ABJ4	2R	Sangariya - Bikaner Package -1	3+100	Right Side	Type 3	6.9	29.754793	74.465935
3	ABJ4	3L	Sangariya - Bikaner Package - 2	51+300	Left Side	Type 3	6.9	29.375202	74.244659
4	ABJ4	4R	Sangariya - Bikaner Package - 2	51+300	Right Side	Type 3	6.9	29.375202	74.244659
5	ABJ5	5L	Sangariya - Bikaner Package - 4	105+400	Left Side	Type 3	6.9	28.919167	74.044722
6	ABJ5	6R	Sangariya - Bikaner Package - 4	105+400	Right Side	Type 3	6.9	28.919167	74.044722
7	ABJ5	7L	Sangariya - Bikaner Package - 6	151+700	Left Side	Type 3	6.9	28.538824	73.853423
8	ABJ5	8R	Sangariya - Bikaner Package - 6	151+700	Right Side	Type 3	6.9	28.538824	73.853423

1,2 Total Area and Site development area does not include the trauma center and dedicated access roads for trauma center. Trauma center will be operationalized by NHAI through a third party

Types of WSAs:

S. No.	Type	Description
1	Type 1	Passenger
2	Type 2	Truck / goods vehicle
3	Type 3	Both Passenger and truck / goods vehicle

Projected Average Daily Traffic Data*

Sl. No.	Bundle	Site Code	Highway Package No.	Site location (Chainage)	Side	Projected Average Daily Traffic* (No. of vehicles)		
						Cars	Buses	Trucks
1	ABJ4	1L	Sangariya - Bikaner Package -1	3+100	Left Side	3,160	260	1,171
2	ABJ4	2R	Sangariya - Bikaner Package -1	3+100	Right Side	3,036	250	1,125
3	ABJ4	3L	Sangariya - Bikaner Package - 2	51+300	Left Side	3,160	260	1,171
4	ABJ4	4R	Sangariya - Bikaner Package - 2	51+300	Right Side	3,036	250	1,125
5	ABJ5	5L	Sangariya - Bikaner Package - 4	105+400	Left Side	3,160	260	1,171
6	ABJ5	6R	Sangariya - Bikaner Package - 4	105+400	Right Side	3,036	250	1,125
7	ABJ5	7L	Sangariya - Bikaner Package - 6	151+700	Left Side	3,160	260	1,171
8	ABJ5	8R	Sangariya - Bikaner Package - 6	151+700	Right Side	3,036	250	1,125

*The details provided for one way traffic projection (FY23) are tentative based on certain assumptions. NHLML/NHAI does not take any responsibility on the traffic numbers shared. Bidders are advised to assess traffic on their own before bidding.

Annexure-B

E-tender procedure

Procedure for e-tendering

1.1. It is mandatory for all the Bidders to have class-III Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or organization) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link www.cca.gov.in) to participate in e-tendering of the Lessor.

DSC should be in the name of the authorized signatory as authorized in Appendix III of this RFP. It should be in corporate capacity (that is in Bidder capacity / in case of Consortium in the Lead Member capacity, as applicable). The Bidder shall submit document in support of the class III DSC.

The Authorized Signatory holding Power of Attorney shall only be the Digital Signatory. In case Authorized Signatory holding Power of Attorney and Digital Signatory are not the same, the BID shall be considered non-responsive.

1.2. To participate in the bidding, it is mandatory for the Bidders to get registered their firm / Consortium with e-procurement portal of the Lessor http://etenders.gov.in which is free of cost. Following may kindly be noted:

(a) Registration with e-procurement portal of the Lessor should be valid at least up to the date of submission of Bid.

(b) Bids can be submitted only during the validity of registration.

1.3. If the firm / Consortium is already registered with e-tendering service provider of the Lessor, and validity of registration is not expired the firm / Consortium is not required a fresh registration.

1.4. The complete Bid document can be viewed / downloaded by the Bidder from e-procurement portal of the Lessor http://etenders.gov.in from 19.01.2023 to 07.03.2023 (upto 1100 Hrs. IST).

Annexure-C

List of mandatory fuel and non-fuel facilities[1]

S. No.	Name of Facility	WSA Type 1 – Passenger	WSA Type 2 – Trucks / goods vehicle	WSA Type 3 – Both passengers and trucks / goods vehicle
1	Food court / restaurant	Yes		Yes
2	Convenience Stores	Yes	Yes	Yes
3	Toilet Facility (separate for ladies, gents and Divyang with appropriate railing and ramp), dustbin and baby care room	Yes	Yes	Yes
4	Drinking Water	Yes	Yes	Yes
5	Car / Bus Parking (Provision for wheelchair and other facilities for Divyang)	Yes		Yes
6	First aid / medical room including child care room[2,3]	Yes	Yes	Yes
7	Dedicated area for promoting local artisans in the form of kiosk / stall/ dedicated covered zone with a minimum of 1000 square foot or 1 % of the area of wayside amenity (built-up), whichever is more	Yes	Yes	Yes
8	Landscaping	Yes	Yes	Yes
9	Truck parking		Yes	Yes
10	Dhabas for truckers		Yes	Yes
11	Children's play area and open gym	Yes		
12	Safety awareness corner	Yes	Yes	Yes
13	Drone landing facilities / helipad	Yes	Yes	Yes
14	IS Standard Indian Flag (Visible to commuters, 6300mm * 4200mm)	Yes	Yes	Yes

1. All finishing activities should reflect local architectural flavor of the WSA site

2. First Aid room to be operated by WSA Concessionaire should at-least have the items listed below. –

a) *Torch Powered by Charging Dynamo (inbuilt) with Battery Backup (preferred) (1)*
b) *Pair (latex) Surgical Gloves Non-Sterile Size 6.5 (2)*
c) *Pair (latex) Surgical Gloves Non-Sterile Size 7.0 (2)*
d) *Pair (latex) Surgical Gloves Non-Sterile Size 7.5 (2)*
e) *Bottle Savlon 50 ml (2)*
f) *4' Crepe Bandage (2)*
g) *6' Crepe Bandage (2)*
h) *Triangular Bandage (cotton) (5)*
i) *Compressed Roller Bandage Non-Sterile 5 cm by 5 m (4)*

j) Compressed Roller Bandage Non-Sterile 10 cm by 5 m (4)

k) Compressed Roller Bandage Non-Sterile 15 cm by 5 m (4)

Rolls Surgical Cotton 100 g (2)

l) Adhesive Bandaged (band aid) 2.5 by 5 cm (25)

m) Roll Leucoplast Tape or Micropore Adhesive Plaster 4" (1)

n) Sterile Gauze 10 by 10 cm (6)

o) Sterile Eye Pads (6)

p) Sterile Small Finger Dressing Pads (5)

q) Sterile Large Finger Dressing Pads (5)

r) Sterile Paraffin Gauze (4 Pieces)

s) Stretcher (1)

t) Patient Beds (2)

*u) 24*7 availability of Nurse (1)*

3. Trauma center (including dedicated access roads to trauma center) will be operationalized by a different operator and WSA concessionaire is not required to operate them

4. Fuel station shall be mandatory for all sites with area greater than or equal to 1 Ha.

In addition to provisions for petrol and diesel dispensing facilities at fuel stations, electric charging stations shall also be deemed as a mandatory facility. Further, provision for CNG/ LNG refueling shall be mandatory for sites based on requirements of local regulations and traffic profile.

Annexure-D

List of permissible facilities

#	Permissible facilities in WSA
1	Food court/restaurants
2	Dhabhas for truckers
3	Retail Arcade (Convenience Store, shops)
4	Tourist information kiosk
5	Village Haat through KVIC
6	Motel/Rooms for short stay
7	Dormitory for drivers
8	Open air rest area with benches and tables
9	Toilets facilities^* and Baby care room
10	Drinking water*
11	Children's play area
12	Self-laundry and cooking facility for truckers
13	Fuel station (along with air filling station, puncture repair & pollution check)
14	Car/Bus Parking*
15	Truck parking*
16	Vehicle repair shop
17	Car washing
18	Spare parts shop
19	First aid box
20	Doctor on call
21	Medical Clinic
22	Internet Facility
23	ATM / Bank
24	Emergency telephone connection*
25	Smoking zone
26	Drone landing facilities / Helipad#
27	Conference room/meeting room
28	Convention center
29	Telephone Tower

 # As per DGCA guidelines
^ Separate for men, women and physically challenged
** Lessee will not be allowed to charge rents from the customers for drinking water, toilets, parking, emergency telephone services, first aid facility*

Annexure-E

Scope of Work for construction of Warm Shell

The table on next page gives a detailed specification of the Facilities that would be developed by the highway contractor.

S No.	Building Name	Area	Flooring	Wall skirting/ dado	Partition Walls	All Sill top	Internal Painting	Ceiling	External joineries (Doors/ Window & Ventilators)	Internal joineries	Exterior	Furniture	Air conditioning	Toilet fixtures	All internal wiring including fan boxes, junction boxes	Switchboards and electrical fittings and fixtures	Fire fighting
1	**Food courts, Restaurants, shops**																
		Main Area	Vitrified Tiles (600 X600 MM) or higher specifications. **To be completed by the Lessee.**	100mm High Skirting as per flooring material. **To be completed by the Lessee.**	20 mm thick polished Kota stone with edge finish or higher specifications. **To be completed by the Lessee**.	Multi surface paint (plastic emulsion paint) or higher specifications. **To be completed by the Lessee.**	Mineral fibre False ceiling/ Metal False ceiling/ Seamless gypsum board false ceiling with multi surface paint (Emulsion paint) or higher specifications. **To be completed by the Lessee.**	UPVC joineries/ Steel roll formed sections made of Galvanized color coated or powder coated with (M S grills and fly proof mesh for kitchen, toilets and dormitory)	ABS smart doors with wooden texture/ rolling shutter with grill or higher specifications. **To be completed by the Lessee.**	water proof cement paint	**To be completed by the Lessee.**	**To be completed by the Lessee.**	**To be completed by the Lessee**.	To be completed by highway contractor	**To be completed by the Lessee.**	As per local norms/NBC. T**o be provided by the Lessee**.
2	**Dormitory/Dhaba**																
		Rooms/Dorms/ dining	Polished Kota Stone With White marble Strip	100mm High Skirting as per flooring material	20 mm thick polished Kota stone with edge finish	Multi surface paint (plastic emulsion paint)	Multi surface paint (plastic emulsion paint)	UPVC joineries/ Steel roll formed sections made of Galvanized color coated or powder coated with (M S grills and fly proof mesh for kitchen, toilets and dormitory)	To be completed by highway contractor	water proof cement paint	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor
3	**Motel**																

S No.	Building Name	Area	Flooring	Wall skirting/ dado	Partition Walls	All Sill top	Internal Painting	Ceiling	External joineries (Doors/ Window & Ventilators)	Internal joineries	Exterior	Furniture	Air conditioning	Toilet fixtures	All internal wiring including fan boxes, junction boxes	Switchboards and electrical fittings and fixtures	Fire fighting
		Reception/ Rooms	Vitrified Tiles (600 X600 MM) or higher specifications. **To be completed by the Lessee.**	100mm High Skirting as per flooring material. **To be completed by the Lessee.**		20 mm thick polished Kota stone with edge finish or higher specifications. **To be completed by the Lessee.**	Multi surface paint (plastic emulsion paint) or higher specifications. **To be completed by the Lessee.**	Multi surface paint (plastic emulsion paint) or higher specifications. **To be completed by the Lessee.**	UPVC joineries/ Steel roll formed sections made of Galvanized color coated or powder coated with (M S grills and fly proof mesh for kitchen, toilets and dormitory)	ABS smart doors with wooden texture/ rolling shutter with grill or higher specifications. **To be completed by the Lessee.**	water proof cement paint	**To be completed by the Lessee.**	**To be completed by the Lessee.**	**To be completed by the Lessee.**	To be completed by highway contractor	**To be completed by the Lessee**.	As per local norms/NBC. T**o be provided by the Lessee**.
		corridors	Polished Kota Stone With White marble Strip or higher specifications. **To be completed by the Lessee.**	100mm High Skirting as per flooring material. **To be completed by the Lessee.**		20 mm thick polished Kota stone with edge finish or higher specifications. **To be completed by the Lessee.**	Multi surface paint (plastic emulsion paint) or higher specifications. **To be completed by the Lessee.**	Multi surface paint (plastic emulsion paint) or higher specifications. **To be completed by the Lessee.**	UPVC joineries/ Steel roll formed sections made of Galvanized color coated or powder coated with (M S grills and fly proof mesh for kitchen, toilets and dormitory)	ABS smart doors with wooden texture/ rolling shutter with grill or higher specifications. **To be completed by the Lessee.**	water proof cement paint	**To be completed by the Lessee**.	**To be completed by the Lessee.**	**To be completed by the Lessee.**	To be completed by highway contractor	**To be completed by the Lessee.**	As per local norms/NBC. T**o be provided by the Lessee**..

S No.	Building Name	Area	Flooring	Wall skirting/ dado	Partition Walls	All Sill top	Internal Painting	Ceiling	External joineries (Doors/ Window & Ventilators)	Internal joineries	Exterior	Furniture	Air conditioning	Toilet fixtures	All internal wiring including fan boxes, junction boxes	Switchboards and electrical fittings and fixtures	Fire fighting
		dinning/ kitchen/ health club /shops/spa/ hall	Marble stone or higher specifications. **To be completed by the Lessee.**	100mm High Skirting as per flooring material. **To be completed by the Lessee.**		20 mm thick marble stone with edge finish or higher specifications. **To be completed by the Lessee.**	Multi surface paint (plastic emulsion paint) or higher specifications. **To be completed by the Lessee.**	Multi surface paint (plastic emulsion paint) or higher specifications. **To be completed by the Lessee.**	UPVC joineries/ Steel roll formed sections made of Galvanized color coated or powder coated with (M S grills and fly proof mesh for kitchen, toilets and dormitory)	ABS smart doors with wooden texture/ rolling shutter with grill or higher specifications. **To be completed by the Lessee.**	water proof cement paint	**To be completed by the Lessee.**	**To be completed by the Lessee.**	**To be completed by the Lessee.**	To be completed by highway contractor	**To be completed by the Lessee.**	As per local norms/NBC. T**o be provided by the Lessee**..
4	**TRAUMA CENTER**																
		Reception/ O.T.	Marble stone	100mm High Skirting as per flooring material		20 mm thick marble stone with edge finish	Multi surface paint (plastic emulsion paint)	Multi surface paint (plastic emulsion paint)	UPVC joineries/ Steel roll formed sections made of Galvanized color coated or powder coated with (M S grills and fly proof mesh for kitchen, toilets and dormitory)	To be completed by highway contractor	water proof cement paint	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor

S No.	Building Name	Area	Flooring	Wall skirting/ dado	Partition Walls	All Sill top	Internal Painting	Ceiling	External joineries (Doors/ Window & Ventilators)	Internal joineries	Exterior	Furniture	Air conditioning	Toilet fixtures	All internal wiring including fan boxes, junction boxes	Switchboards and electrical fittings and fixtures	Fire fighting
		Doctors room	Vitrified Tiles (600 X600 MM)	100mm High Skirting as per flooring material		20 mm thick polished Kota stone with edge finish	Multi surface paint (plastic emulsion paint)	Multi surface paint (plastic emulsion paint)	UPVC joineries/ Steel roll formed sections made of Galvanized color coated or powder coated with (M S grills and fly proof mesh for kitchen, toilets and dormitory)	To be completed by highway contractor	water proof cement paint	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor
		Wards	Polished Kota Stone With White marble Strip	100mm High Skirting as per flooring material		20 mm thick polished Kota stone with edge finish	Multi surface paint (plastic emulsion paint)	Multi surface paint (plastic emulsion paint)	UPVC joineries/ Steel roll formed sections made of Galvanized color coated or powder coated with (M S grills and fly proof mesh for kitchen, toilets and dormitory)	To be completed by highway contractor	water proof cement paint	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor
5	**Highway patrolling office/ maintenance office/ security room**																

S No.	Building Name	Area	Flooring	Wall skirting/ dado	Partition Walls	All Sill top	Internal Painting	Ceiling	External joineries (Doors/ Window & Ventilators)	Internal joineries	Exterior	Furniture	Air conditioning	Toilet fixtures	All internal wiring including fan boxes, junction boxes	Switchboards and electrical fittings and fixtures	Fire fighting
		office/pantry	Polished Kota Stone With White marble Strip	100mm High Skirting as per flooring material		20 mm thick polished Kota stone with edge finish	Multi surface paint (plastic emulsion paint)	Multi surface paint (plastic emulsion paint)	UPVC joineries/ Steel roll formed sections made of Galvanized color coated or powder coated with (M S grills and fly proof mesh for kitchen, toilets and dormitory)	To be completed by highway contractor	water proof cement paint	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor
		Battery room/generator	Hardonite flooring	100mm High Skirting as per flooring material		20 mm thick polished Kota stone with edge finish	Multi surface paint (plastic emulsion paint)	Multi surface paint (plastic emulsion paint)	UPVC joineries/ Steel roll formed sections made of Galvanized color coated or powder coated with (M S grills and fly proof mesh for kitchen, toilets and dormitory)	To be completed by highway contractor	water proof cement paint	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor
6	**Fuel station / service center/ spare parts shop/ weighing bridge**																

S No.	Building Name	Area	Flooring	Wall skirting/ dado	Partition Walls	All Sill top	Internal Painting	Ceiling	External joineries (Doors/ Window & Ventilators)	Internal joineries	Exterior	Furniture	Air conditioning	Toilet fixtures	All internal wiring including fan boxes, junction boxes	Switchboards and electrical fittings and fixtures	Fire fighting
		Office	Ceramic Tiles (300 X300 MM)	Ceramic Tiles (300 X600 MM)		20 mm thick polished Kota stone with edge finish	Multi surface paint (plastic emulsion paint)	Multi surface paint (plastic emulsion paint)	UPVC joineries/ Steel roll formed sections made of Galvanized color coated or powder coated with (M S grills and fly proof mesh for kitchen, toilets and dormitory)	To be completed by highway contractor	water proof cement paint	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor
		petrol pump	heavy duty concrete pavers														
		service bays	Hardonite flooring	100mm High Skirting as per flooring material		20 mm thick polished Kota stone with edge finish	Multi surface paint (plastic emulsion paint)	Multi surface paint (plastic emulsion paint)	UPVC joineries/ Steel roll formed sections made of Galvanized color coated or powder coated with (M S grills and fly proof mesh for kitchen, toilets and dormitory)	To be completed by highway contractor	water proof cement paint	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor
7	**Toilets**																

S No.	Building Name	Area	Flooring	Wall skirting/ dado	Partition Walls	All Sill top	Internal Painting	Ceiling	External joineries (Doors/ Window & Ventilators)	Internal joineries	Exterior	Furniture	Air conditioning	Toilet fixtures	All internal wiring including fan boxes, junction boxes	Switchboards and electrical fittings and fixtures	Fire fighting
		Toilets	Ceramic Tiles (300 X300 MM)	Ceramic Tiles (300 X600 MM)		20 mm thick polished Kota stone with edge finish	Multi surface paint (plastic emulsion paint)	Multi surface paint (plastic emulsion paint)	ms grill and fly proof mesh	To be completed by highway contractor	water proof cement paint	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor
8	**Electrical substation/ pump room/ other MEP areas**																
		Panel room/pump room	Hardonite flooring	100mm High Skirting as per flooring material		20 mm thick polished Kota stone with edge finish	Multi surface paint (plastic emulsion paint)	Multi surface paint (plastic emulsion paint)	(M S grills and fly proof mesh	To be completed by highway contractor	water proof cement paint	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor	To be completed by highway contractor
9	Parking	Heavy duty pavers to be provided by Highway Contractor															
10	Landscaping	All external landscaping including parking, gardens, parks, plants, lighting, rainwater harvesting to be completed by Highway contractor.															
11	Any other item/ activity which has not been mentioned above (**EXCLUDING** internal extra additions, modifications, alterations), will be completed by the highway contractor.																
12	NBC 2016 and relevant CPWD specifications to be followed for all items																
13	Helipad to be provided by highway contractor																
14	Wi-Fi and CCTV- internal CAT6A or higher specification wiring to be completed by highway contractor; Router and internal cameras to be provided by the Lessee.																

Annexure-F

Details of facilities to be developed:

The mandatory fuel and non-fuel facilities shall be made operational from the Warm Shell provided by the Lessor by adopting the guidelines as below:

A. Landscape Design Guidelines

The landscape/ site should respect existing attributes of the site while responding to the context created by surrounding areas and facilities. One of the priorities thus must be to design green spaces in an equitable way. Durable hard landscape materials, street furniture, signage, and other features which can withstand wear, abuse, and vandalism shall be used.

1. Topography

The existing topography of the site should be an important consideration in the design of the highway facility. Significant natural landforms and drainage features such as hilltops and drainage channels within or next to the site should be preserved where possible.

2. Use of Plant Materials:

The habits of living plants should be fully understood in both plant selection and landscape layout to avoid over-planting, excessive maintenance, excessive water requirements and conflict between plantings and structures. Use plant materials in a manner suitable to their growth habit and life span, minimizing future pruning and plant removal. Use plants for their aesthetic as well as environmental uses.

The following functions may be considered when selecting plants.

a) **Way finding and Space Articulation**: Such as defining roads and paths with tree rows; accentuating entry points and drop-off with plants having interesting form, colour, or texture.

b) **Screening** undesirable views or service equipment.

c) **Traffic Control**: Plants should be used to direct people through the site in a definite desired pattern or direction, and also as vehicle barriers.

d) **Glare and Reflection Control:** A judicious balance between hard and soft paved areas can minimize glare and reflection.

e) **Solar Radiation Control:** Plants can be used to filter or completely block out the incident sun. Single or groups of plants can be used to control direct solar radiation by shading the sun, or to intercept radiation reflected from hard surfaces. Mix evergreen and deciduous planting to achieve summer shading and winter solar access. Keeping paved areas to a minimum and increasing vegetative cover (including large areas of ground cover -not limited to lawns) reduces direct as well as reflected solar heat gain.

f) **Noise Control:** The effectiveness of plants to control sound levels is determined by the sound - its Type, decibel level, intensity and origin; the planting - Type, height, density, and location; and the climatic factors - wind direction and velocity, temperature and humidity. Plants cannot screen out all sound, but are effective at screening out sound levels sensitive to human ears. Scattering and absorption of sound waves by plants, grass and groundcovers, reduces sound levels. Excessive sound (noise) levels on highways need careful consideration in the selection of plant materials to maximize their sound attenuation properties.

3. Water Conservation and Plant Selection

a) Use drought tolerant plantings
b) Use native or naturalized plants at interfaces with natural open spaces, and wherever desirable.
c) Grouping plantings which require more water in high use/high visibility areas, and using plantings with lower water requirements in other less visible locations.

d) Limiting use of turf to recreational use areas; use of groundcovers or permeable surfaces for other areas.

4. Landscape Furniture

Site furniture (response to site character) should be placed, where required, for the comfort, convenience, information, circulation, control, protection and enjoyment of users. Landscape/Street furniture may include the following elements:

a) Seating, Bollards, Kiosks, News Racks and Vending Machines
b) Light Standards, Landscape Pottery and Sculpture
c) Trash and Recycling Containers
d) Signage

5. Guidelines for landscapes in parking areas

a) Landscape development in parking areas shall be designed to provide safety and comfort to the drivers and pedestrians, enhance the visual quality while reducing auto noise, lights and glare, and ambient temperature.
b) All lots should receive landscape treatment (for example, screen plantings) for visual enhancement, shade, and erosion control.
c) All lots should receive interior landscaping (planting islands or raised beds) to enhance appearance and provide significant shade. Landscaping should effectively divide lots into smaller paved expanses.
d) Provide a "finger" landscape island for tree plantation (every 10-15 stalls) to sub-divide large parking lots.
e) Linear landscape islands must be a minimum of 3.0m wide, and ideally without curbs, and designed to receive the runoff from the parking lot.
f) Parking lot trees shall be a minimum of 3.0m tall with stem diameter of 2.5 cm (min.) at the time of plantation.
g) Parking lot trees shall be planted at a cleared distance from light standards so the trees will not interfere with the lighting pattern of the light fixture. Light standards shall be shown on conceptual plans and subsequent planting plans.

h) All soil surfaces in the planting area shall be covered with shrubs and/or ground covers.
i) Where possible select pervious paving material to increase infiltration

To be summed up, the important Guidelines for Landscaping are as follows:

a) Respect existing attributes of the site
b) Respond to the context created by surrounding areas
c) Use of durable hard landscape materials, street furniture, signage, and other features which can withstand wear, abuse, and vandalism
d) Develop a welcome sign and landscaping treatment- to be located directly at the wayside amenities building
e) The landscaped areas should provide a much more complete, pleasurable rest experience, with facilities for children play and others such as picnic tables, benches, trash cans and other comfort facilities, in addition to interpretive displays, for rest and relaxation.
f) Lighting, shading, signage, paving and creation of visual screens through landscape elements are other critical considerations in landscaping.
g) Easy to read guide maps-roadmaps, map showing significant scenic, religious or tourist destinations in close proximity, et cetera, must be installed at strategic locations.
h) Use of landscaping as a noise barrier
i) Landscaped medians to give visual cues that can encourage drivers to reduce speeds and park at demarcated parking areas

B. Lighting

All facilities should have proper lighting arrangement in ventilation system. The specification should be in line with good industry practice.

1. Guidelines for Lighting

Lighting should be to enhance the safety of vehicular and pedestrian flows. Lighting shall be concentrated at intersections, especially with pedestrian paths. The fixtures shall be designed for required roadway clearances of trucks and emergency equipment.

a) Lighting for Parking

- Lighting standards should be located within outdoor parking islands and to prevent unwanted glare.
- Outdoor parking lots and their pedestrian links should be provided with a "mini-mum maintained on the floor surface" of 16 lux of light on the parking and 27 lux walkway surface during hours of darkness.

b) Pedestrian and Entry Lighting

- To ensure the safety of pedestrians at twilight and evening hours, light fixtures shall be located along all pedestrian paths. The fixtures must be positioned in such a manner as to minimize glare or distraction for the pedestrian or motorist.
- For safety and easy identification, the entrances of buildings and parking areas should be illuminated with a "minimum maintained" of 27 lux of light on the floor surface during hours of darkness.

To be summed up, the significant guidelines for Lighting are as follows:

a) Ensure maximum use of daylight within built areas
b) Enhance safety of vehicular and pedestrian flows
c) Concentrate at intersections and pedestrian paths

d) Fixture heights designed for roadway clearances

C. Fire

a) Provide smoke detectors for all areas
b) Clearly mark all exits
c) Provide sprinkler system in kitchen and all high-risk areas
d) Install firefighting devices as per local fire norms
e) Provide fire tank as per local norms

D. Use of Alternative Energy

a) Use of solar power particularly in remote locations to the maximum extent is highly recommended, and in all areas as back up for emergency and part street lighting
b) Solar water heating for kitchen, guest rooms and toilets is to be encouraged, particularly in areas with moderate climates or those with severe winter conditions.
c) Wherever possible wind power to be used either for pumping water or generation of electricity.
d) Auto shut off devices to be installed to save energy wherever possible

E. Standard layout and Specifications:

For execution, the specifications shall be borrowed from relevant MES/ CPWD permanent building specifications duly complying the relevant BIS Codal provisions and IRC stipulations if available. However, the new or modified specifications shall be required to be approved by NHAI before incorporating the same in execution.

F. Furnitures and Fixtures

a) Furniture and fittings and overall ambience shall generally conform to minimum Two Star category standards as stipulated by the Department of Tourism, Govt. of India (Except for Dhaba and Dormitory)

b) The number of chairs / Beds / Table etc., shall not be less than the capacity indicated in the relevant schedules. Mismatch of tables and chairs is not permitted. The condition and quality of materials used shall be suitable such that the furniture continues to be of meticulous condition, without evidence of any wear and tear

c) Scope of work under furniture and fittings includes but not limited to the following:
   i) Tables, luggage, beds, clothes storage, seating, etc.
   ii) Soft furniture including, mattress, pillows, curtains, cushions etc.
   iii) Fittings such as mirrors, light fittings, heating appliances, light shades etc.

d) Basic specifications for finishing schedule of furniture shall be provided in Table 1 of Annexure F

Table 1

01. Food Court
Floors: Vitrified Tiles (600X600 MM) or higher specifications. **Wall skirting/ Dado:** 100mm High Skirting as per flooring material. **Partition Walls:** suitable partition walls as required **All Sill tops:** 20 mm thick polished Kota stone with edge finish or higher specifications. **Internal Painting:** Multi surface paint (plastic emulsion paint) or higher specifications. **Ceiling:** Mineral fiber False ceiling/ Metal False ceiling/ Seamless gypsum board false ceiling with multi surface paint (Emulsion paint) or higher specifications. **Internal joineries:** ABS smart doors with wooden texture/ rolling shutter with grill or higher specifications. **Furniture:** Modular furniture of wood or stainless steel or higher specifications. **Toilet fixtures:** As per NBC and CPWD or higher specifications. **Switchboards, electrical fittings and fixtures:** to be provided as per best practices. **Firefighting:** As per local norms/NBC to be provided. **Internal cameras/ Wi-Fi routers:** to be provided as per CPWD or other relevant specifications.
02. Motel
2.1 Reception/ rooms
Floors: Vitrified Tiles (600X600 MM) or higher specifications. **Wall skirting/ Dado:** 100mm High Skirting as per flooring material. **Partition Walls:** suitable partition walls as required **All Sill tops:** 20 mm thick polished Kota stone with edge finish or higher specifications. **Internal Painting:** Multi surface paint (plastic emulsion paint) or higher specifications. **Ceiling:** multi surface paint (Emulsion paint) or higher specifications. **Internal joineries:** ABS smart doors with wooden texture/ rolling shutter with grill or higher specifications.

Furniture: The finishing of the furniture shall be of laminate or veneer with Melamine polish. The rooms shall be provided with twin bed or double bed, mini bar, writing table, luggage rack, easy chair, side tables, etc as required. **Toilet fixtures:** As per NBC and CPWD or higher specifications. **Switchboards, electrical fittings and fixtures:** to be provided as per best practices. **Firefighting:** As per local norms/NBC to be provided. **Internal cameras/ Wi-Fi routers:** to be provided as per CPWD or other relevant specifications as required.
2.2 Corridors **Floors:** Polished Kota stone with white marble strip or higher specifications. **Wall skirting/ Dado:** 100mm High Skirting as per flooring material. **Partition Walls:** suitable partition walls as required **All Sill tops:** 20 mm thick polished Kota stone with edge finish or higher specifications. **Internal Painting:** Multi surface paint (plastic emulsion paint) or higher specifications. **Ceiling:** multi surface paint (Emulsion paint) or higher specifications. **Internal joineries:** ABS smart doors with wooden texture/ rolling shutter with grill or higher specifications. **Switchboards, electrical fittings and fixtures:** to be provided as per best practices. **Firefighting:** As per local norms/NBC to be provided. **Internal cameras/ Wi-Fi routers:** to be provided as per CPWD or other relevant specifications as required.
2.3 Dining, Kitchen, Health Club, Shop, SPA, Hall **Floors:** Polished Kota stone with white marble strip or higher specifications. **Wall skirting/ Dado:** 100mm High Skirting as per flooring material. **Partition Walls:** suitable partition walls as required **All Sill tops:** 20 mm thick polished Kota stone with edge finish or higher specifications. **Internal painting:** Multi surface paint (plastic emulsion paint) or higher specifications.

Furniture: The finishing of the furniture shall be of laminate or veneer with Melamine polish. The rooms shall be provided with twin bed or double bed, mini bar, writing table, luggage rack, easy chair, side tables, etc. as required.

Toilet fixtures: As per NBC and CPWD or higher specifications.

Ceiling: multi surface paint (Emulsion paint) or higher specifications.

Internal joineries: ABS smart doors with wooden texture/ rolling shutter with grill or higher specifications.

Switchboards, electrical fittings and fixtures: to be provided as per best practices.

Firefighting: As per local norms/NBC to be provided.

Internal cameras/ Wi-Fi routers: to be provided as per CPWD or other relevant specifications as required.

Annexure G

1. Maintenance

1.1. Sequence of Cleaning

General cleaning should be carried out daily. It should follow a systematic sequence to avoid areas, which were previously cleaned from becoming wet and soiled again before the cleaning process is completed.

The general cleaning should be divided into spot and thorough cleaning. Spot cleaning refers to the process whereby only specific areas are cleaned; Thorough cleaning refers to the cleaning of the entire restroom and is usually carried out once a day. The sequence of cleaning should follow this checklist:

(a) Replace all expendable supplies
(b) Pick up litter and sweep floor
(c) Clean and sanitize commodes and urinals
(d) Clean and sanitize basins
(e) Clean mirrors and polish all bright work
(f) Spot-clean walls, ledges, vents and partitions
(g) Wet-mop floors
(h) Inspect work and correct any errors

An inspection card should be used in the supervising and monitoring of the daily maintenance of the toilet. This card should be placed at the back of the entrance door to the toilet. A copy of the inspection card is shown herein annexed at **Table-1.**

1.2. Schedule of Cleaning

Scheduled cleaning should be carried out periodically on a weekly, fortnightly or monthly basis (different surfaces, wares and fittings require different cleaning periods to maintain their cleanliness).

Scheduled cleaning should be carried out during off-peak hours to avoid inconveniencing the user. The periodic cleaning schedule shown **Table-2** annexed herein should be adopted.

1.3. Timing and Frequency of Cleaning

The timing and frequency of cleaning should be determined by the crowd flow. Cleaning should be done more often during peak hours and less during off-peak hours.

1.4. Basic Equipment and Supplies

Different equipment for different joints and corners, as well as different disinfectants, should be used in the cleaning of different sanitary wares and fittings.

To carry out proper toilet maintenance, cleaners should have the equipment listed in **Table-3** annexed herein.

1.5. Correct Use of Cleaning Agents

Cleaners of public toilets should be trained in the proper usage of specific cleaning, agents and equipment for different types of materials and finishes in the toilets, e.g., tiles, mirrors, stainless steel. A recommended list of the appropriate type of cleaning agents for the different types of finish is shown in **Table-4** annexed herein

1.6. Mechanical Ventilation System

Mechanical ventilation systems should be: -

(a) Properly maintained to ensure maximum efficiency and optimal operating conditions.

(b) Checked and serviced on a monthly basis. Cleaning of the systems should also be done weekly via wiping or dusting.

1.7. Training

Toilet cleaners / Toilet attendant should be properly trained and certified to perform the task well. Supervisors should also be trained with the right knowledge and skills to effectively supervise the

cleaners.

1.8. Performance-Based Contracts

Toilet operators who engage cleaning labour / staff for toilet cleaning should specify in their contract a performance-based outcome rather than headcount-based outcome. The performance-based contract should also stipulate a requirement for trained cleaners.

1.9. User Education

Having public education messages in the toilets can help persuade users to do their part in keeping toilets clean. And other social message help to commuters as well-maintained hygienic conditions as well as comfort to all.

1.10. Persuading Users to do their Part

Having public education messages in the toilets can help persuade users to do their part in keeping toilets clean.

In order to be effective in persuading people to do their part, a message has to be

(a) attended to
(b) assimilated
(c) remembered (for future action)

2. Signages for all PTUs

(a) Each PTUs displays a sign board "**Maintained by _____ (Name of Agency) for NHLML/NHAI" along with the NHLML/NHAI logo and well-lit at inconspicuous area. The e-mail address of concessionaire and Engineer-in-charge with telephones numbers for any suggestion and complaint by the user**.

(b) LED signage of appropriate size at least in two number, shall be put on the PTUs as most visible locations for general public display **"Free Public Conveniences" in Hindi & English language.**

(c) All the signage shall be preferably in Stainless Steel Plate for the following information:

Hand Dryers, Gents Toilet, Ladies Toilet, Toilet for Divyang, Dustbin, No Smoking area, Water ATM.

(d) Social Message 'keep the Toilet Clean', 'Save Water' 'Use Dustbin' 'Don't Spit' 'Wash your Hand' etc.

(e) Totem board (LED Lit) near each PTU as per approved design / specification and as per feasibility.

3. Message Design

The message shall be readable for people readily attend to visuals. This makes the use of visuals an important part of the design of the message. Generally, visuals should be

(a) Simple and uncluttered
(b) Attractive
(c) Eye-catching

The language of public education has to be kept simple. This helps ensure that the message reaches all regardless of their educational level. It also ensures that the message is attended to, understood and remembered for future action.

i. Jargon, big words and long sentences should be avoided.
ii. Slogans can be very effective because they are short, catchy and easy to remember.

4. Message Placement

The usual means of message placement in public toilets are posters and stickers. To maximize the effectiveness of the message, the right medium and manner of displace should be selected.

The main purpose of user education is to address specific behavioral concerns such as littering, careless aiming or the flinging of water everywhere

The message should be placed strategically at the spot where the problem behavior occurs. For

example: on the wall above the urinal – to encourage better aiming; At the wash basin area – to discourage flinging of water everywhere. Posters can be used to convey generic messages such as "Help Keep This Toilet Clean and Nice".

Table - 1

WASHROOM INSPECTION CARD

LOCATION .....MONTH.....CHECKED BY.....

CHECK LIST FOR TOILET

Month

Name of the agency :-

Location

DATE	Time	Presence of attendant	Dustbin	Soap	Washbasin / Mirror	Tap	Light Fixtures	W/C	Urinal pots	Conditions of Doors/ windows	Exhaust Fan	Electricity	Availability of water	Availability of sewer line	Attendant Sup. Sign.

Scanned by CamScanner

Table – 2 A

Public Toilet, Operation, Cleaning and Maintenance

Frequency for Periodic / Thorough Cleaning in PTUs

	PERIODIC CLEANING SCHEDULE	
ITEM	**ACTIVITY**	**FREEQUENCY**
FLOOR	Machine scrub to ensure removal of soil from Grouting	Fortnightly
Walls	Hand scrub to ensure removal of soil from Grouting	Monthly
Bins	Hand scrub to ensure removal of soil from Grouting	Fortnightly
Wash Basins	Scrub with scrubbing pad to remove stubborn Stains	Weekly
Bowls	Scrub with scrubbing pad to remove stubborn stains.	Weekly
Urinals	Scrub beneath rim to ensure removal of yellow Stains	
Soap Dispensers	Dismantle and check / clear chokes	Weekly
Exhaust Fans	Wipe clean to remove dust	Weekly
Ramps	Wipe clean to remove dust and maintain	Weekly

Table – 2 B

Frequency for Spot Cleaning of PTUs on daily basis.

Sr. No	**Description of item/ maintenance task**	**Frequency for spot Cleaning**
(i)	Cleaning of MS/ Stainless steel railing including balusters & Signages	Daily & as and when required.
(ii)	Cleaning of doors / windows	Daily
(iii)	Cleaning/Sweeping of pavement/walkways/ Floors	Once in each shift & as and when required.
(iv)	Cleaning of litterbins etc.	Once in each shift & as and when required including disposal of litters etc. to the nearest NHAI dustbin/ compactors.
(v)	Cleaning & Sanitation of toilets/ WC/ Urinals	Regular cleaning of toilets/ WC/ Urinals etc.

	etc.	in each shift and as and when required including dry and wet mopping to keep the floor clean and dry at all times.
(vi)	Cleaning of sanitary fixtures.	2 to 3 times in each shift & as and when required to keep fixture neat and clean.
(vii)	Removal/ disposal of waste of toilets, unchocking of WC, urinals etc.	Once in each shift & as and when required.
(viii)	Checking of all plumbing/ electrical connections / fitting/ fixtures in all the toilet.	Weekly basis or as and when required.
(ix)	Cleaning of surrounding of toilets.	Daily & as and when required.

Note: Thorough cleaning once a day and spot cleaning for the remaining period as per the above frequency specified in Table 2 B.

Table - 3

Public Toilet Operation, Cleaning and Maintenance

Equipment and supplies list for cleaners	
1.	Service tray or cart
2.	Premixed glass cleaner (with spray bottle)
3.	Premixed disinfectant cleaner (with spray bottle)
4.	Disinfectant cleaner concentrate
5.	Scouring power
6.	Stainless Steel Cleaner (if necessary)
7.	Toilet Bowl swab and container
8.	Putty knife
9.	Broom
10.	Dust- Pan corner brush
11.	Mop / Bucket / Wringer
12.	Signage's such as „Wet Floor" and „closed for cleaning"
13.	Duster (feather / lambs wool)
14.	Clean cloth
15.	Paper towels / toilet paper / soap
16.	Gloves

Table - 4

CLEANING AGENTS FOR DIFFERENT FINISHES

1.	Wall / Floor (Ceramic, granite and marble tiles)	Use neutral based cleaners or disinfectants. Do not use acid based cleaner on marble
2.	Glass / Mirror (Neutral cleaners can also be used)	Use ammonia – or neutral based cleaners
3.	Sanitary Wares	Use disinfectant cleaners
4.	Stainless Steel / Chrome	Use Stainless steel / chrome polish
5.	Plastic / PVC	Use neutral based cleaners
6.	Toilet Bowls	Use disinfectant or mild abrasive liquid cleaners

Annexure H

LIST OF MANDATORY FACILITIES TO BE OPERATIONALIZED FOR ELIGIBILITY OF BONUS PERIOD

#	**List of mandatory facilities to be operationalized in WSA for bonus eligibility** *(if specified in list of mandatory facility in Annexure C)*
1	Fuel Dispensing Facility
2	Dhabas for truckers
3	Restaurant / Food court
4	First Aid Post

Annexure I

Layouts for proposed sites

Layouts for all Sites are uploaded which shall be considered as part of this document.

Sample layouts:

Package 1, Site Chainage: 3+100, LHS

Package 1, Site Chainage: 3+100, RHS

Package 2, Site Chainage: 51+300, LHS

Package 2, Site Chainage: 51+300, RHS

Package 4, Site Chainage: 105+400, LHS

Package 4, Site Chainage: 105+400, RHS

Package 6, Site Chainage: 151+700, LHS

Package 6, Site Chainage: 151+700, RHS

Annexure J

The utility connections for water and electricity that the Lessor shall provide for ABJ4 to ABJ5 are as follows

S. No.	Bundle No.	Wayside Amenity	Highway Package No.	Site Locations (Chainage LHS/RHS)	Transformer (No. of Transformer & KVA)	Diesel Generator (No. of DG & KVA)	UGWT (Litres)	STP	Water Treatment Plant (RO) in Litres/Day
1	ABJ4	1L	Sangariya - Bikaner Package -1	3+100 (LHS)	1 & 250	1 & 180000	150 KLD	150 KLD	15 KLD
2	ABJ4	2R	Sangariya - Bikaner Package -1	3+100 (RHS)	1 & 250	1 & 180000	150 KLD	150 KLD	15 KLD
3	ABJ4	3L	Sangariya - Bikaner Package - 2	51+300 (LHS)	1 & 250	1 & 180000	150 KLD	150 KLD	15 KLD
4	ABJ4	4R	Sangariya - Bikaner Package - 2	51+300 (RHS)	1 & 250	1 & 180000	150 KLD	150 KLD	15 KLD
5	ABJ5	5L	Sangariya - Bikaner Package - 4	105+400 (LHS)	1 & 250	1 & 180000	150 KLD	150 KLD	15 KLD
6	ABJ5	6R	Sangariya - Bikaner Package - 4	105+400 (RHS)	1 & 250	1 & 180000	150 KLD	150 KLD	15 KLD
7	ABJ5	7L	Sangariya - Bikaner Package - 6	151+700 (LHS)	1 & 250	1 & 180000	150 KLD	150 KLD	15 KLD
8	ABJ5	8R	Sangariya - Bikaner Package - 6	151+700 (RHS)	1 & 250	1 & 180000	150 KLD	150 KLD	15 KLD

Specification for Minimum Development obligations

Specifications for Restaurants

S. No.	Specifications for Food Court /Restaurants
1	Provide counter slab with polished Granite Slab (18mm thick) / Acrylic Polymer or similar materials.
2	Tabletop with polished granite slabs or Acrylic polymer slabs or similar materials supported by stainless steel frame / pedestal or with similar materials.
3	Modular chairs with legs of stainless steel /engineered timber/similar materials.
4	Vitrified matt finish / anti-skid tiles for flooring of dining hall common areas or as selected by the Architect
5	Vitrified tiles for wall cladding of dining hall/common areas or as selected by the Architect
6	Polished Kota stone for kitchen flooring / service areas as selected by the Architect
7	Polished Kota stone for kitchen slabs / service areas as selected by the Architect
	TOILETS
8	Provide vitrified matt finish/ anti-skid tiles or as selected by the Architect having size 600mm x 600 mm of 8 to 10 mm thickness and confirming to IS.15622-2006 of approved make , shade and pattern for floor
9	Ceramic tiles having size 300 mm x 300 mm or as selected by the Architect confirming to corresponding I.S. for dado and skirting in required position with adhesive mortar of approved quality
10	Sanitary fittings (All Toilets fixtures to be in off white color, all urinals to be half stall and all EWC sheets to be wall hung) of Jaguar or equivalent
11	CP Fittings (All exposed fittings in toilets to be chrome plated)/angle valve/bottle trap/flush valve/ Basin Mixer/Single Lever Sink mixer of brands such as Kolher or equivalent

12	Provide a Combined unit of tissue paper dispenser, hand dryer and dustbin of brands as approved by the Architect
13	Provide wall fixtures, furniture and accessories for baby changing station and feeding room
	DOOR WINDOW
14	Solid flush doors shutters of 1.5" thick solid core shutters with laminate of approved make shade as per design with required fittings and fixtures
15	Aluminium chromium plated windows work for all external doors shutters, windows, ventilators and partitions with requisite fittings and fixtures as per approved drawings
16	10-12 mm thick toughened glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. as per the architectural drawings
	ELEVATION CLADDING
17	Processed Stone Cladding on wall surface / Red sandstone / Pink Sandstone / Yellow Jaisalmer / Yellow Timber grained khatu stone / or as decided by the Architect ; specific to site context fixed in appropriate adhesive and all type of Interior, Exterior Compound wall and Gate etc. to be clad with processed stone ,Wooden chips, Silica sand, Cement as per approved drawings
	PLASTERING AND WALL FINISHING
18	Internal cement plaster 25 mm thick in single coat using Ready to use wall plaster in cement mortar 1:4 to concrete, brick, stone surfaces in all positions as per approved drawings
19	External cement plaster 25 mm thick in single coat using Ready to use wall plaster in cement mortar 1:4 to concrete, brick, stone surfaces in all positions as per approved drawings

Annexure – IV

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY (DURING DEVELOPMENT PERIOD/MAINTENANCE AND OPERATION PERIOD)

To

The National Highways Authority of India
G5-6, Sector 10, Dwarka
New Delhi – 110045.

WHEREAS _____*[*Name and address of Lessee]* (hereinafter called "the Lessee") has undertaken, in pursuance of Bid award/ Lease Agreement dated _____ to develop the works for Developing, Operating and Maintaining of wayside amenities on Trans Rajasthan Corridor for Bundle ABJ4to ABJ5 in Amritsar - Bathinda - Jamnagar section on lease basis. (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Lessee shall furnish you a Bank Guarantee from a bank acceptable to the 'lessor' for the sum specified therein as security to guarantee the start and completion of construction of works and maintenance thereof for the specified period of lease (from _____ to _____)i.e. for compliance with his obligations in accordance with the Contract,

AND WHEREAS we have agreed to give the Lessee such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Lessee up to a total of _____ [*amount of Guarantee]* _____ *[in words],* during the development period and up to a total of _____ [*amount of Guarantee]* _____ *[in words], during the Maintenance and Operation period* such sum being payable in Indian Rupees and we unconditionally and irrevocably undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ _____ [*amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

The development period will be the period _____ months from the date of the lease agreement (unless extended by the lessor) and the Maintenance period will be the period _____ months after the development period.

We hereby waive the necessity of your demanding the said debt from the Lessee before presenting us with the demand.

We agree that no underlying dispute as between you and the Lessee nor any pending application for interim relief or arbitration proceedings or other legal proceedings shall constitute any ground for prevention, delay or obstruction for making payment to you by us and the existence of any disputes or differences or claims in arbitration or otherwise shall not constitute any ground for non-payment under this Guarantee.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract / Bid Documents which may be made between you and the Lessee shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for _____ months/ year after the date of signing of Lease Agreement and shall be effective from its date.

SIGNATURE AND SEAL OF THE GUARANTOR NAME OF BANK

ADDRESS DATE

* Give names of all the constituents if the Lessee is a Joint Venture.

Annexure – V

FORM OF BANK GUARANTEE FOR EARNEST MONEY

WHEREAS _____[*Name of Bidder*] (hereinafter called "the Bidder ") has submitted his bid dated _____[*Date*] for Developing, Operating and Maintaining of wayside amenities on Trans Rajasthan Corridor for Bundle ABJ4 to ABJ5in Amritsar - Bathinda - Jamnagar section on lease basis. KNOW ALL MEN by these presents that We _____ [*Name of Bank*] of _____ [*Name of Country*] having our registered office at_____ _____ (hereinafter called "the Bank") are bound unto The National Highways Authority of India (hereinafter called "the NHAI" ") in the sum of Rs. _____ (Rupees _____ only) for which payment well and truly to be made to the NHAI and the Bank binds himself, his successors and assigns by these presents.

THE CONDITIONS of this obligation are:

1. If the bidder withdraws his Bid during the period of bid validity specified in the Bid Document.

   or

2. If the Bidder having been notified of the acceptance of his Bid by the NHAI during the period of bid validity:

   a) fails or refuses to execute the Lease Agreement in accordance with the provisions of Bid Document, and/or b) fails or refuses to furnish the Performance Security, in accordance with the Bid Document / Lease Agreement

We undertake to pay to NHAI up to the above amount upon receipt of his first written demand, without NHAI having to substantiate his demand, provided that in his demand NHAI will note that the amount claimed by him is due to him owing to the occurrence of one of the two conditions above, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 45 days beyond the 180 days after the deadline for submission of bids as such deadline is stated in the Bid Document or as

it may be extended by NHAI's notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date

DATE SIGNATURE OF THE BANK

SEAL OF THE BANK

SIGNATURE OF THE WITNESS

NAME & ADDRESS OF WITNESS

Annexure – VI

FORM OF BANK GUARANTEE FOR SECURITY

To

The National Highways Authority of India
G5-6, Sector 10, Dwarka
New Delhi – 110045.

WHEREAS _____*[*Name and address of Lessee]* (hereinafter called "the Lessee") has undertaken, in pursuance of Bid award/ Lease Agreement dated _____ to develop the works for Developing, Operating and Maintaining of wayside amenities on Trans Rajasthan Corridor for Bundle ABJ4 to ABJ5 in Amritsar - Bathinda - Jamnagar section on lease basis. (hereinafter called "the Contract").
AND WHEREAS for the purpose of Developing, Operating and Maintaining of wayside amenities on Trans Rajasthan Corridor on bundle ABJ4 to ABJ5 in Amritsar - Bathinda - Jamnagar section, the Lessor has granted lease in respect of the list of land parcels, as specified in Schedule-I, on payment of Rs. _____ per year as lease amount in addition to share of revenue.

AND WHEREAS it has been stipulated by you in the said Contract that the Lessee shall furnish you a Bank Guarantee from a bank acceptable to the 'Lessor' for the sum specified therein as security to guarantee the payment of the lease amount and share of revenue during the term of the lease,

AND WHEREAS we have agreed to give the Lessee such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Lessee up to a total of _____[*amount of Guarantee]* _____*[in words], during the lease period*, such sum being payable in Indian Rupees and we unconditionally and irrevocably undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [*amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for

the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Lessee before presenting us with the demand.

We agree that no underlying dispute as between you and the Lessee nor any pending application for interim relief or arbitration proceedings or other legal proceedings shall constitute any ground for prevention, delay or obstruction for making payment to you by us and the existence of any disputes or differences or claims in arbitration or otherwise shall not constitute any ground for non-payment under this Guarantee.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract / Bid Documents which may be made between you and the Lessee shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for years after the date of signing of Lease Agreement and shall be effective from its date.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK

ADDRESS

DATE

* Give names of all the constituents if the Lessee is a Joint Venture.

Appendix – I

PROOF OF ELIGIBILITY

LETTER OF TRANSMITTAL

From:

To

NHAI G 5 & 6, Sector –10, Dwarka, New Delhi – 110075.

Subject: Submission of documents for proof of eligibility for the work of Developing, Operating and Maintaining of wayside amenities on Trans Rajasthan Corridor for Bundle ABJ4 to ABJ5 in Amritsar - Bathinda - Jamnagar section on lease basis.

Sir,

Having examined the details given in bid document for the above work, I/we hereby submit the pre-qualification document and other relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms A and accompanying statement are true and correct.

2. I/we have furnished all information and details necessary for proof of eligibility and have no further pertinent information to supply.

3. I/We submit the requisite certified solvency certificate and authorize NHAI to approach the Bank issuing the solvency certificate to confirm the correctness thereof.

Name of work Certificate from

Enclosures:

Date of submission

SIGNATURE(S) OF APPLICANT(S) with seal

Appendix IA

Annex-I (B)
Details of Bidder

1. Basic Details
   a) Name:
   b) Country of incorporation:
   c) Address of the corporate headquarters and its branch office(s), if any, in India:
   d) Date of incorporation and/ or commencement of business:

2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
   a) Name:
   b) Designation:
   c) Company:
   d) Address:
   e) Telephone Number:
   f) E-Mail Address:
   g) Fax Number:

4. Particulars of the Authorised Signatory of the Bidder:
   a) Name:
   b) Designation:
   c) Address:
   d) Phone Number:
   e) Fax Number:

5. In case of a Joint Venture:
   a) The information above (1-4) should be provided for all the Members of the Joint Venture.
   b) A copy of the Joint Bidding Agreement should be attached to the Application.
   c) Information regarding the role of each Member should be provided as per table below:

Appendix IA

Sl. No.	Name of Member	Role*	Percentage of equity in the joint Venture
1.			
2.			
3.			
4.			

* The role of each Member, as may be determined by the Bidder.

d) The following information shall also be provided for each Member of the Joint Venture:

Name of Bidder/ member of Joint Venture:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Joint Venture been barred[£] by the Central/ State Government, or any entity controlled by it, from participating in any project.		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid		
3.	Has the Bidder/ constituent of the Joint Venture paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?		

6.

a) I/We certify that in the last two years, we/any of the JV partners or Members of Joint Venture have neither failed to perform for the works nor been expelled or terminated by any Government agencies for breach on our part.

[£]or has been declared by the Authority as non performer/blacklisted.

b) I/We certify that we/ any of the JV partners or Members of Joint Venture do not fall in any of the categories of being a Non-Performing entity given at clause 1.11 of Instructions to Bidders in the projects and furnished the complete details.

7.

a) I/We further certify that no investigation by a regulatory authority is pending either against us/ any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.

b) I/We further certify that no investigation by any investigating agency in India or outside is pending either against us/ any member of Joint Venture or our sister concern or against our CEO or any of our directors/managers/employees.):

A statement by Bidder and each of the Members of its Joint Venture (where applicable) or any of their Associates disclosing material nonperformance in past projects, contractual disputes and litigation/arbitration in the recent past, as on bid due date is given below (attach extra sheets, if necessary) w.r.t. para 1.10 clause.

Name of the Bidder /Member of JV/ or Members of Joint Venture:

_____

Sr. No.	Categories of Non-Performer	Name of the Project(s)
i.	Fails to set up institutional mechanism and procedure as per contract.	
ii.	Fails to mobilize key construction equipment within a period of 4 months from the Appointed Date;	
iii.	Damages/ penalties recommended by Independent/ Authority's Engineer during O&M Period and remedial works are still not taken up;	
iv.	Fails to complete Punch list items even after lapse of time for completion of such items excluding delays attributable to the Authority;	
v.	Fails to make lease rent payments excluding the current instalment in one or more projects;	

vi.	Fails to submit the Performance Security within the permissible time period in more than one project;	
vii.	Rated as an unsatisfactory performing entity/non-performing entity by an independent third-party agency and so notified on the website of the Authority;	
viii.	Fails to start the works or causes delay in maintenance & repair/overlay of the project.	

I/We certify that the list is complete and covers all the projects of Wayside Amenities of Ministry of Road Transport & Highways or its implementing agencies and that we/any of the JV Partners or Members of Joint Venture do not fall in any of the above categories of being a Non- Performing entity.

Annex-II(A):
For Bidders other than Individuals

(To be on the Letter Head of the Statutory Auditor / Chartered Accountant)

Statutory Auditor's (SA) / Chartered Accountant's (CA) Certificate

Based on the audited financial statement of _____ (Name of the Bidder) as on March 31st 20XX, we confirm that its Net Worth as on that date, as per Clause 6.1.1 (i), Rs._____ Crore (Rupees in words), which has been calculated as per following methodology:

Particulars	**Rs. (in Crore)**
Subscribed and Paid-up Equity / capital	XXX
Add: Reserves	XXX
Less: Revaluation Reserves	XXX
Less: Miscellaneous expenditure not written off	XXX
Less: Accrued liabilities not accounted for	XXX
Net Worth	XXX

For _____ (Name of the firm of SA/CA)
Chartered Accountants
Firm Registration Number:

(Signature, Name, Designation and
Membership Number of SA / CA)

Date:
Place:
UDIN:

Annex-II(B): For Individuals

(To be on the Letter Head of the Statutory Auditor / Chartered Accountant)

Chartered Accountant's (CA) Certificate

Based on the information and other authenticated documents* provided by _____(Name of the Bidder), We confirm that his/her Net Worth as on March 31st 20XX, as per Clause 6.1.1 (i), is Rs._____ Crore (Rupees in words), which has been calculated as per following methodology:

Particulars	**Rs. (In Crore)**
(A) Assets valued at 31 March 20XX	
Immovable property as per circle rate (As per valuer's certificate enclosed)	
Capital in proprietary firm (as per Balance Sheet enclosed)	
Capital in Partnership firm (as per Balance Sheet and Schedule containing the breakup of partner's capital enclosed)	
Investment in Proprietary / Partnership firm in any other form other than capital (as per Balance Sheet and Schedule reflecting the same)	
Investment in unquoted shares of a company valued at Book Value of shares (as per Audited Balance Sheet enclosed)	
Investment in quoted shares of a company as per Stock Exchange rites as on 31.03.20XX (as per statement us on 31.03.20XX issued by Stock Broker of the Bidder)	
Cash at Bank (supported by the Self Certified Bank Statement)	
Jewellery as per MCX Rate as on 31.03.20XX (as per valuer's certificate enclosed)	
Other Assets to the specified categorically and should be supported by the Self Certified documents)	
Total Assets (A)	

B) Loans & Liabilities as on 31 March 20XX	
Loans and Liabilities	
Other Liabilities to be specified categorically	
Total Liabilities (B)	
Net Worth (A-B)	

We further certified that all loans and liabilities pertain to the Bidder as on 31.03.20XX have been considered in the above calculation.

For _____ (Name of the firm of SA/CA)
Chartered Accountants
Firm Registration Number:

(Signature, Name, Designation and
Membership Number of SA / CA)

Date:
Place:
UDIN:

Appendix – II

Affidavit

Bidders should upload the scanned copy of the following affidavit as per format enclosed hereinafter & also send original copy of Affidavit. The affidavit should be on stamp paper attested by Notary Public.

1. I, the undersigned, do hereby certify that all the statements and documents made in the enclosed attachments are true and correct.

2. The undersigned also hereby certifies that neither our firm M/s _____ have abandoned any work on National Highways in India nor any contract awarded to us for such works have been rescinded, during the last five years prior to the date of this bid.

3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by NHAI to verify this statement or regarding my (our) competence and general reputation.

4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the NHAI and within the prescribed time.

_____

(Signed by an Authorized Representative of the firm)

_____

(Name of the Representative)

_____

(Name of the firm)

_____

(Date)

To be notarized by Notary

Appendix – III

Format for Power of Attorney for signing of Bid

Know all men by these presents, We, ... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of ..... and presently residing at , who is presently employed with us/ the Lead Member of our Consortium 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 Developing, Operating and Maintaining of wayside amenities on Trans Rajasthan Corridor for Bundle ABJ4 to ABJ5 in Amritsar - Bathinda - Jamnagar section on lease basis proposed or being developed by the National Highways Authority of India (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 Lease 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 Lease 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
.....

For

(Signature, name, designation and address) of person authorized by Board Resolution (in case of Firms/Company) / Partner in case of Partnership Firms

Witnesses:

1.

2.

Accepted

(Signature)

(Notarised)

Person identified by me/personally appeared before me/ signed before me/Attested/Authenticated*

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary Date

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.

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 Appostille certificate.

Appendix – IV

Integrity Pact

(*To be executed on plain paper and submitted along with Technical Bid. To be signed by the bidder and same signatory competent/ authorized to sign the relevant contract on behalf of the NHAI)*

(Highway Operations Division)

This integrity Pact is made at on this _____day of_____2022.

Between

National Highways Authority of India (NHAI), a statutory body constituted under the National Highways Authority of India Act, 1988, which has been entrusted with the responsibility of development, maintenance and management of National Highways, having its office at G-5 & G-6, Sector-10, Dwarka, New Delhi, hereinafter referred to as "**The Principal**", which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.

and

_____hereinafter referred to as "**The Bidder/ Contractor/ Concessionaire/ Consultant/ Service Provider**" 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 procedures, contract/s for **"Developing, Operating and Maintaining of wayside amenities on Trans Rajasthan Corridor for Bundle ABJ4 to ABJ5 in Amritsar - Bathinda - Jamnagar section on lease basis"** at the list of land parcels specified in Schedule-I. 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/ or Contractor(s)/Concessionaire(s)/ Consultant(s)/Service Provider(s).

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 here by agree as follows and this pact witnesses asunder:

Article-1 Commitments of the Principal

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 of 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, whose conduct in the past has been of biased nature.

d. 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)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s).

The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(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)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(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)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(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 contracts, 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)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(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)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) of foreign-origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.

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

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

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

1. If the Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(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)/

Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(s) from the tender process.

2. If the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider 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/ Contractor/ Concessionaire/ Consultant/Service Provider 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/ Contractor/ Concessionaire/ Consultant/Service Provider and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.

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".

    a. The Bidder/Contractor/Concessionaire/Consultant/Service Provider 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.

    b. The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider shall be final and binding on the Bidder/ Contractor/ Concessionaire/Consultant/Service Provider.

c. On occurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact, the Bidder/ Contractor/ Concessionaire/ Consultant/ Service Provider shall not be entitled for any compensation on this account.

d. Subject to full satisfaction of the Principal, the exclusion of the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider could be revoked by the Principal if the Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider 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 forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security 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 Contractor/ Concessionaire/Consultant/Service Provider's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/Concessionaire/Consultant/Service Provider and/or demand and recover liquidated and all damages as per the provisions of the contract/concession agreement against Termination.

Article – 5 Previous Transgression

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-4above.

Article-6 Equal treatments of all Bidders/Contractors/ Concessionaires/ Consultants/ Service Provider/ Sub- contractors.

1. The Bidder(s)/ Contractor(s)/ Concessionaire(s)/ Consultant(s)/Service Provider(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/ Contractors/ Concessionaires/ Consultants/Service Provider 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)/Contractor(s)/ Concessionaire(s)/Consultant(s)/Service Provider(s)/Sub-contractor(s).

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant/Service Provider 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 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 Contractor/ 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.

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 Chairman of NHAI.

Article - 9 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/Contractor/Concessionaire/Consultant/Service Provider is a partnership or a consortium, this pact must be signed by all partners or consortium 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. 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.

6. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant 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) (For & On behalf of the Bidder/Contractor/Concessionaire/Consultant/Service Provider(s)) (Office Seal)

Place

Date

_____

_____

Witness 1:

(Name &Address): _____

Witness 2:

(Name &Address):_____

Appendix – V

Joint Bidding Agreement

Between

M/s_____ having its registered office at_____ (hereinafter referred to as_____) acting as the Lead Partner of the first part,

and

M/s_____ having its registered office_____ (hereinafter referred to as '_____') in the capacity of a Joint Partner of the second part

and

M/s_____ having its registered office_____ (hereinafter referred to as'_____') in the capacity of a Joint Partner of the third part

The expressions of_____,_____, _____ and _____ shall wherever the context admits, mean and include the irrespective legal representatives, successors-in-interest and assigns and shall *collectively be referred to as "the Parties" and individually as "the Party"*

WHEREAS:

NHLML/National Highways Authority of India(NHAI)[hereinafter referred to as "Employer "] has invited bids for **Developing, Operating and Maintaining of wayside amenities on Trans Rajasthan Corridor for Bundle ABJ4 to ABJ5 in Amritsar - Bathinda - Jamnagar section on lease basis vide RFP No. _____ dated _____** Now, therefore, the parties agree as follows:

1. The following documents shall be deemed to form and be read and construed as an integral part of this Joint Bidding Agreement.

   i Notice for Bid, and

   ii Bidding document

   iii Any Addendum/Corrigendum issued by NHAI

   iv The bid submitted on our behalf jointly by the Lead Partner.

2. The 'Parties' have studied the documents and have agreed to participate in submitting a 'bid' jointly.

3. M/s _____ shall be the “Lead Partner” of the JV for all intents and purpose and shall represent the Consortium in its dealing with the Employer. For the purpose of submission of bid proposals, the parties agree to nominate_ Mr / Mrs / Miss_____, having Passport No. / PAN _____, address _____, Partner / Director, as the “Lead Partner” duly authorized to sign and submit all documents and subsequent clarifications, if any, to the Employer.

4. The Lead Partner shall be authorized to incur the liabilities and receive instructions for and on behalf of any and all partners of Joint venture/ consortium. The Lead Partner will be solely responsible for developing, operating and maintaining of wayside amenities on different sections of national highways on lease basis.

5. The 'Parties' have resolved that the following distribution of responsibilities will be followed in the event the Bid of the JV Bid/Consortium is accepted by NHLML/NHAI.

1. Lead Partner in charge share _____ %, Responsibilities

   (i) _____

   (ii) _____

   (iii) _____

2. JV Partner share _____ %; Responsibilities

   (iv) _____

   (v) _____

   (vi) _____

3. JV Partner share _____ %; Responsibilities

   (vii) _____

   (viii) _____

   (ix) _____

(All JV Partners details to be mentioned)

6. **Assignment and Third Parties**

The parties shall co-operate throughout the entire period of this Joint Bidding Agreement / MOU on the basis of exclusivity and neither of the Parties shall make arrangement or enter into agreement either directly or indirectly with any other party or group of parties on matters relating to the Project except with prior written consent of the other party and NHLML/NHAI.

7. **Responsibilities**

All partners of the Consortium/JV shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms.

8. **Executive Authority**

The said Consortium through its authorized Representative shall receive instructions from the Employer. The management structure for the Project, if awarded to the Consortium, shall be prepared by mutual consultations to enable proper execution and completion of Project in line with requirements as per the Scope within documented cost and time as per the provisions of the Contract.

9. **Guarantees and Bonds**

Till the award of the work, the Lead Partner shall furnish Bid bond and all other bonds/guarantees to the Employer on behalf of the Consortium which shall be legally binding on all the partners of the Consortium.

10. **Bid Submission**

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Purchaser for the Project. Common expenses shall be shared by all the parties in the ratio of their actual participation.

11. **Indemnity**

Each party hereto agrees to indemnify the other party /parties against its respective parts in case of breach/default of the respective party of the provisions of the Bidding Process / Project / Contract works of any liabilities sustained by the Consortium.

12. For the execution of the respective portions of works during Bidding Process / execution of the Contract / Project, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources. All the payments from NHLML/NHAI/Employer will be received by the Lead Partner.

13. **Documents & Confidentiality**

Each Party shall maintain in confidence and not use for any other purpose all commercial and technical information related to the Project received or generated in the course of preparation and submission of the Bid.

14. **Arbitration**

Any dispute, controversy or claim arising out of or relating to this agreement shall be settled in the first instance amicably amongst the parties. If an amicable settlement cannot be reached as above, it will be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act 1996 or any amendments thereof. The venue of the arbitration shall be _____ [*].

15. **Validity**

This Agreement shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period:

a. The bid submitted by the Consortium is declared unsuccessful, or

b. Cancellation/shelving of the Project by the Employer for any reasons prior to award of work

c. Execution of detailed Consortium agreement by the parties, setting out detailed terms after award of work by the Employer.

16. This Joint Bidding Agreement has been signed in three counterparts/sets, each of which is an original and each of which has same legal strength and status. One set each of the signed original is held by M/s _____, by M/s. _____, M/s.

_____ &M/s_____ and one set submitted with the Bid proposal.

17. This Joint Bidding Agreement shall be construed under the laws of India.

18. **Notices**

Notices shall be given in writing by fax confirmed by registered mail or commercial courier to the following fax numbers and addresses:

Lead Partner	Second Partner	Third Partner
_____	_____	_____
_____	_____	_____
(Name & Address)	(Name & Address)	(Name & Address)
Fax no.		

IN WITNESS WHEREOF, the parties have executed this Joint Bidding Agreement / MOU the day, month and year first before written. M/s_____ M/s_____

_____ _____

(Seal) (Seal)

Witness

1_____

(Name & Address)

2_____

(Name & Address)

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

The General Manager (T)
National Highways Authority of India
G-5&6, Sector 10, Dwarka,
New Delhi - 110 075

Sub: BID for _____.

Dear Sir,

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

I/We have read the clause 1.6 c) 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 as defined in g Order no. F.no.6/18/2019- PPD dated 23rd July 2020 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.