

**DRAFT (For comments of public and individual)**

**Draft Expression of Interest for Construction, Operation  
and Maintain Wayside Rest Areas**

## **Section I Brief description of work**

Ministry has been in the forefront in promoting private participation in road building to leverage / conserve tax-payers' money. It is felt that the road can encompass not only the road proper, but also become the medium for many other aspects of need for the society for inclusive growth, with active participation of the various stakeholders. With this potential in view, and taking forward the current policy of the Government that this decade be the decade of innovation for inclusive growth, Ministry proposes to make available this medium of highways to the stakeholders at large, **to adopt / partner with the Ministry** and participate in the activities of the Ministry, for a win-win situation for all.

1.2 One such activity is the development & maintenance of wayside rest areas. Currently conventional off-the-highway facilities and toilets & water facilities in petrol/diesel outlets are envisaged. The present on-highway scheme is to supplement the above, **with stakeholder participation**.

2.1 To begin with, it is anticipated that the following categories of stakeholders may be interested, viz.,

- A. Local Institutions (present within the State) – Research / Academic Institutions, Banks for ATMs for Aadhaar/highway users, Cooperative Societies
- B. Corporate/Institutions/Industries, Facility Management Service (FMS) providers, Restaurant / Service chains, Highway Product Manufacturers / Suppliers, Bus/Truck Operators, Car/Battery manufacturers, etc, may get a chance in innovation / implementation of the services desired by them.
- C. Vehicle (car, truck, tractor etc) Repair Workshop.

2.2 For Category A, Ministry can consider providing the developed site (including paved portion, structures, lighting, water supply etc) if so available, for maintenance & service by those stakeholders on a **Ten year** lease initially, renewable depending on their performance & requirements of the highway. For Category B & C above (& category A in case the stakeholders wish so), the

Stakeholders will identify, develop, maintain & service the ResT areas on a **thirty year** lease initially, renewable depending on their performance & requirements of the highway.

2.3 Under this scheme, chunks of about 300 m by 7-10 m within the ROW wherever available [**but outside municipal limits**] is proposed to be developed by this Ministry as wayside Research & Test / Rest & Toilet (ResT) Areas every 50 km [on an average, and not less than 20 km from the nearest one on the same side & not less than 10 km on opposite side) along National Highways, preferably 100-500m from villages / built up location / Institutions/Religious places [at specified minimum distance away from toll plaza (1000m) and side road (300 -1000 m as applicable)]. This can be made available to the stakeholders (of Category A for '**adopting**') through this 'continuing' offer on mutually acceptable terms, for rolling out inclusive growth as per the vision of the stakeholder; alternatively, site identification may be done by the stakeholders (including those from Category A) in consultation with the Ministry's Regional Officer for '**partnering**' - with appropriate permissions from local authorities for sale of edible items etc.

## **Section II Information and Instruction to Applicants**

1 The stakeholder adopting / partnering with the Ministry in such ResT area (at a single location or along a highway corridor) will maintain the ResT area for the travelers over a period of 10-30 years as per para 2.2 above. In addition, the stakeholder can (with mutual agreement)

- Try new **safe** materials / technology / highway furniture in constructing / maintaining / operating the ResT area
- Through the Service Room, serve the passengers (tea, snacks, bottled water, local produce, etc) and the local villagers (provisions, “hole-in-the-wall’ internet / learning facilities to the local children, medical kiosk connected to “call centre of Doctors” of medicine manufacturers / suppliers, etc)
- ATM of banks for facilitating Aadhaar / travelers.
- Battery charging / swap stations for electric cars
- Try / Demonstrate / prove, Mechanical / electrical / electronic highway furniture / contraptions for adoption in highway sector
- Try / Demonstrate / prove, Mechanical / electrical / electronic contraptions for rural development / general education, health & well being of travelers & public at large.

### **2. Revenue**

The stakeholders are to maintain the ResT area to national / international standards without charging any fee for parking/emergency repairs upto 2 hours (beyond which max. of Rs 10 may be charged for each hour or part thereof) and eating their own food with no obligation to purchase anything. Toilet facilities for the travelling public shall be offered at least one each for ladies, gents & disabled free. Mutually agreed advertisements in the Rest areas may be permitted. Revenue from the agreed services such as the Service Room (max 20 sqm, with max 2m width perpendicular to the highway)/ ATM/ drinking water / snacks, hot/cold beverages etc will accrue wholly to the stakeholder adopting / partnering with the Ministry in such ResT area.

### **3. Requirement:**

**3.1** The structures like toilets, service room, ATM etc can be within the ROW [all of which if within the ROW, shall be accommodated within the triangular portions beyond the paved / travelled-way / parking area leaving 2m along the boundary (for utilities and walkway) and 2m on road side (for visibility / walkway)]. However, Vehicle Workshop including parking area for it shall be outside the ROW and acquired by the stakeholder. The straight reach between the deceleration and acceleration portions is to be exclusively reserved for temporary parking and vehicle/pedestrian movement only. Pedestrian walkway in this straight portion shall be at the ROW edge only and not on the highway side.

**3.2** The structures so put up shall be safe and aesthetic. They shall be amenable for easy relocation / dismantling. Gravel and CC interlocking concrete block surfacing can be preferred (subject to proper upkeep / drainage) to retain the 'relocatableness'.

**3.3** Ministry may require to shift the facilities created within the ROW for any reason at any time, in which case the cost of shifting & relocating will be borne by the Ministry.

**3.4** Rain water harvesting [connected with surface / subsurface drainage of the area and solar lighting of the area is a must. Minimum 2 Surveillance cameras for parking area at appropriate locations shall be installed and maintained.

**3.5** The service Room is to be manned at least from 6am to 10 pm. Minimum 2 persons [at least one of whom shall reside within 5 km of the Rest area and at least one trained in First-Aid ] are to be pre-identified for this purpose at the time of signing the license deed; any subsequent change in the persons manning shall be intimated by Regd Post / email to the Ministry/Highway administrator.

**3.6** Stakeholder to ensure the cleanliness of the toilets and other facilities. For proper monitoring of the cleanliness, stakeholder should upload the actual site & toilet photographs to the required monitoring locations every day. Based on the cleanliness and feedback from the user public, the facility shall be given star rating on a scale of 1 to 5 and suitable advisory will be made available to the

travelling public. Officers of the Highway Administration would also carry out frequent checking of the facility.

3.7 Facilities scoring below the minimum rating of 2, in three out of six consecutive evaluations would lead to cancelation of the lease.

3.8 Sale & consumption of alcohol and items/activities prohibited by Law are not permitted.

3.9 The landowners abutting the rest area will be allowed to sell local produce and provide services / facilities for repair of vehicles (including tyre puncture repair etc) within their land, if so permitted by local bodies.

3.10 Access to any other development through the ResT areas will not be permitted.

3.11 Stakeholders interested in **adopting / partnering** with the Ministry in such ResT areas can apply any time (till further communication) through e mail ([nhservice@nic.in](mailto:nhservice@nic.in) -to be opened) giving the information sought in Annex 1. Evaluation will be done by a Committee in the Ministry periodically and awarded.

3.12 The selected stakeholder shall sign the Lease Deed as in Annex 2 for maintenance of the facility for a minimum term of 5 years for Category 1 and 15 years for Category 2.

## **Section III Selection criteria**

### **I Category A**

To promote research & innovation, and also services, Stakeholders of category A will be invited to to 'adopt' / 'partner' in this ResT area scheme on a continuing basis on priority basis.

The sites identified for way side facility are proposed to be leased out to eligible stakeholders for a period of 10 years.

The **one time** lease amount, to be charged for the service room only, shall be same be as per the lowest quoted amount .

### **II Category B&C**

Qualification of the bidder shall be on minimum net worth/turn-over (to be decided by the Committee in the Ministry/Regional Officer, & highway administrator). The sites identified for development of way side amenities are proposed to be leased out to qualifying stakeholder for a period of up to 30 years, on the basis of highest annual lease quoted for a single location or those along a corridor at the time of evaluation, if more than one stakeholder wishes to partner in that location/corridor. For this purpose a corridor will be considered as the NH reach between two City Corporations with the proposal for minimum one location at average spacing of 50 km. Proposal for a corridor would be preferred over single locations along the corridor, if the corridor proposal matches (or is more than the sum of) the individual proposals. However the minimum amount of one time lease money to be levied would be same as for category I mentioned above.

## **Section IV Future Development:**

In phase II of the scheme, the development of following additional facilities is envisaged:

- Medical Kiosk equipped with emergency treatment facilities
- Basic Road Maintenance facilities for Pot-hole repair etc

- Educational facilities like training in Road safety etc

**Annex -1**

(To be sent by e-mail by the first of every month)

**Particulars of Stakeholder for Development/Maintenance of Wayside  
ResT Areas**

1. Name of Stakeholder :
2. Contact address of Stakeholder :
3. Authorized signatory for this purpose :
4. Contact No. (Off/Res)  
(Mobile)
5. PAN No. of Stakeholder :
6. Net worth / Turn over (in case of company -  
certified by Auditor) :
7. Indicate whether the proposal is for adoption  
or partnering :
8. Proposed location/corridor including name(s)  
of village(s) and its (their) location(s) :

**Proposal for adoption / partnering**

(in a sealed envelope superscribing "Lease Offer" - by Registered Post to Chief Engineer (Roads) Standards/Research, M/o Road Transport & Highways, Transport Bhavan, 1, Parliament Street, New Delhi – 110001- to reach the addressee before 15<sup>th</sup> of the month)

Annual Lease amount offered for (each of)  
the village(s) indicated above :





**LICENSE FOR THE USE OF NATIONAL HIGHWAY LAND**

AGREEMENT TO construct and/ maintain a Wayside Rest Area facility with necessary provisions for Toilets, Drinking water, drainage, signage and markings, to \_\_\_\_\_ abutting on the \_\_\_\_\_ boundary of \_\_\_\_\_ in \_\_\_\_\_ kilometer \_\_\_\_\_ in survey no. \_\_\_\_\_ of the village \_\_\_\_\_ in the Taluka of \_\_\_\_\_ of the \_\_\_\_\_ District.

AN AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ Year Two thousand \_\_\_\_\_ between the President of India (hereinafter called the Government which expression shall, unless excluded by or repugnant to the context, include his successors in Office and assigns) of the one part and (name and address of Entrepreneur ) hereinafter called “the Licensee”/”the Licensees” (which expression shall, unless excluded by or repugnant to the context, include the said licensee’s successor/Licensees successors, heirs, executors, administrators and assigns) of the other part.

- 2 WHEREAS THE Licensee has/licensees have applied to the Government for permission to construct and/or maintain on the Government land a Wayside Rest Area facility with necessary provisions for Toilets, Drinking water, drainage, signs and markings to his/their property abutting on the boundary of \_\_\_\_\_ in \_\_\_\_\_ kilometer \_\_\_\_\_ in the \_\_\_\_\_ Taluka of the \_\_\_\_\_ District more particularly described in the Schedule annexed hereto and shown in the drawing attached hereto (hereinafter referred to as “the said premises”).
- 3 AND WHEREAS THE GOVERNMENT have agreed to grant such permission on the terms and conditions hereinafter mentioned.
- 4 Now, this Agreement witnesseth that, in consideration of the terms and conditions hereinafter contained and on the part of the licensee/licensees to be observed and performed, the Government hereby grants to the licensee/licensees permission to construct and/or maintain a Wayside Rest Area facility with necessary provisions for Toilets, Drinking water, drainage works, signs and markings to the said premises as per approved drawings attached subject to the following terms and conditions, namely:-

- a. That the licensee/licensees shall within three months from date of receipt of the permission, but without interfering in any way with the highway traffic, complete the construction of a Wayside Rest Area facility and shall make provisions for drinking water and toilet facilities, drainage, signs and markings at his own cost and to the full satisfaction of the Highway Administration according to the approved drawings and specifications. The drinking water and toilet facilities shall be accessible to the public round the clock. In order to inform the public about these, a display board showing availability of such facilities shall be installed before the entry to a Wayside Rest Area facility. The said facility shall not be brought into use after its completion until the Government/NHAI gives a completion certificate after satisfying himself that it has been completed as per the sanctioned drawings and specifications. .
- b. That on the completion of the said work, that part of the approach road, which lies within the limits of Government road land together with any culvert or drain therein constructed shall become the absolute property of the Government subject to the rights of the licensee/licensees to use the same for ingress and egress.
- c. The licensee/licensees shall at his/their own cost keep the said approach road, and any culvert or drain therein, in proper repair and condition to the satisfaction of the Highway Administration. The facility would be considered in proper conditions when they are clean and rated satisfactory at all times.
- d. That within Six months of a notice duly given to the licensee/licensees in this behalf, the licensee/licensees shall at his/their own cost remove the said facility and restore the land to its original condition when required to do so by the Government or by any person duly authorized on its behalf. The Licensee/licensees shall not be entitled to any compensation on account of such removal and restoration.
- e. That the approach road shall not be used for any purpose other than that of access to and egress from the premises of the licensee/licensees on to the Government road.
- f. That the licensee/licensees shall not, without the prior permission in writing of the Government/NHAI in any way extend or alter the said facility or drainage therein.
- g. That the licensee/licensees shall at all times permit any duly authorized officer of the Highway Administration to inspect the said facility including any culvert or drainage therein. He shall keep the said facility clear and shall not be entitled to close any right of way over or in respect of the same against Government, or any member of the public.
- h. That the licensee/licensees shall be liable for any loss or damage caused to the Government by drain obstruction or any other like cause due to the said facility.
- i. That the permission granted by this license shall not in any way be deemed to convey to the licensee/licensees any right into or over, or any interest in Government land other than that herein expressly granted.
- j. That in case the said facility is destroyed, this license shall determine and the licensee/licensees shall not be entitled to claim any right to construct another facility in lieu of that so destroyed.
- k. That during the subsistence of this license, the said facility including the road, drainage shall be deemed to have been constructed only by the consent and permission of the Government so that the right of the licensee/licensees to use the same shall not become absolute and indefeasible by lapse of time.

- l. In cases of defaults/deviations found during inspections by Highway Administration, each deficiency shall be immediately rectified, which in no case should exceed 30 days from the date of inspection. The failure to rectify the identified deficiencies within the prescribed time would lead to cancellation of the lease. The lease would be approved only on complete rectification and on the authorization by Highway Administration.
  - m. That the licensee/licensees shall not sell, transfer or otherwise dispose of the premises without obtaining from the transferee a duly executed agreement with the Government embodying the terms and conditions herein before.
  - n. The entrepreneur shall have to enter into an Agreement for signing the license deed **for five/ fifteen years** with the Highway Administration (as per Highway Administration Rules 2004), for the use of NH land. The license shall be issued to the entrepreneur on payment of Rs. -----/- as one-time license fee for the calendar year alongwith the application,.
  - o. That this Agreement shall remain in force for five years from the date of execution in the first instance and be terminable by a notice of 6 months and the lease may be renewed after expiry of the said period.
  - p. That the license hereby granted shall not be transferable.
  - q. That the licensee/licensees shall bear the cost of Stamp and attestation of this Agreement.
- 5 Situations given below would be treated as violations of the license deed agreement and the Government would be within its right to ask the concerned Oil Company to de-energize the Fuel Station;
  - a. Non-maintenance of facility, service road, drinking water and toilet facilities, drainage system, channelisers, markings, signs and other traffic control devices in good operating conditions(as specified in Para 4(iii)), during the period of license deed and not rectifying the short comings within the specified period
  - b. Non-compliance for revising the layout of access as directed by the Highway Administration in writing within specified period.
- 6 Notwithstanding anything contained in clause 4, this license can be cancelled at any time by the Highway Administration for breach of any of the terms and conditions of license and the licensee/licensees shall not be entitled to any compensation for loss caused to him/them by such cancellation nor shall be absolved from any liability already incurred by him/them under this Agreement. The licensee/licensees shall at his/their own cost remove facility lying within the boundary of the Government land and restore the Government land to its original condition. In the event of licensee/licensees refusing to do so, the restoration of the Government land to its original condition shall be done by the in-charge Executive Engineer/Divisional Engineer, at the cost of licensee/licensees and the expenditure incurred shall be recoverable from the licensee/licensees as an arrear without prejudice to any other remedies which may be fixed by Government in this behalf.
- 7 This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF this agreement is executed in two parts by the parties hereto on the date first above mentioned.

Signed by Shri (Name in full) the licensee/  
Licensees

Signed by Shri(name in Full) for and on  
behalf of the President of India

In the presence of

1. Name in full (signature) with designation

1. Name in full(signature) with designation

2.Name in full(signature) with designation

2.Name in full(signature) with designation

N.B. Wherever alternatives such as his/their Licensee/Licensees has/have etc. are given, only applicable portions should be typed in the fair license deed.

### **SCHEDULE**

(here type the schedule referred to in clause 2)