

# REQUEST FOR PROPOSAL FOR IMPLEMENTATION OF AUDIT CAMERA SYSTEM FOR VEHICLE COUNT & CLASSIFICATION AT TOLL PLAZAS

RFP REF: IHMCL/ACS/2025/01  
DATE 19<sup>TH</sup> FEB 2025



## **Disclaimer**

The information contained in this RFP document (the "RFP document") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of IHMCL or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is neither an offer nor an invitation by IHMCL to the prospective bidders or any other person. The purpose of this RFP document is to provide interested parties with information that may be useful to them in making their technical/ financial offers ("Bid(s)") pursuant to this RFP document. This RFP document includes statements, which reflect various assumptions and assessments arrived at by IHMCL in relation to the Project. Such assumptions, assessments, and statements do not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for IHMCL, its employees, or advisors to consider the investment objectives, financial situation, and particular needs of each party who reads or uses this RFP document.

The assumptions, assessments, statements, and information contained in this RFP document may not be complete, accurate, adequate, or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, statements, and information contained in this RFP document and obtain independent advice from appropriate sources. Bidders acknowledge that they are responsible for conducting their own independent assessments, analyses, and due diligence to determine the suitability of their proposals and the requirements of the project.

The information provided in this RFP document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of the law. IHMCL accepts no responsibility for the accuracy or otherwise of any interpretation or opinion of the law expressed herein. All information, specifications, requirements, and terms contained in this RFP are subject to change, modification, or withdrawal at the discretion of IHMCL without prior notice.

IHMCL, its officers, employees and its advisors make no representation or warranty and shall have no liability to any person, including any applicant or bidder under any law, statute, rules or regulations, or tort, principles of restitution or unjust enrichment, or otherwise, for any loss, damages, cost, or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, completeness, or reliability of the RFP document and any assessment, assumption, statement, or information contained therein or deemed to form part of this RFP document or arising in any way for participation in this Bid.

IHMCL also accepts no liability of any nature, whether resulting from negligence or otherwise, howsoever caused, arising from the reliance of any bidder upon the statements contained in this RFP

document. IHMCL may, in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information, assessment, or assumptions contained in this RFP document.

The issue of this RFP document does not imply that IHMCL is bound to select a bidder or to appoint the successful bidder for the Project and IHMCL reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever. Further, IHMCL reserves the right to cancel the bidding process, or pursue alternative procurement methods at any stage without incurring any liability to bidders. Bidders agree to indemnify and hold harmless IHMCL, its officers, employees, and agents from any claims, damages, liabilities, or expenses arising out of or related to their participation in the bidding process, submission of proposals, or performance under the contract.

The bidder shall bear all costs associated with or relating to the preparation and submission of their bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations that may be required by IHMCL or any other costs incurred in connection with or relating to bid. All such costs and expenses will remain with the bidder and IHMCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation or submission of the bid, regardless of the conduct or outcome of the bidding process.

**NOTICE INVITING RFP**

RFP No. IHMCL/ACS/2025/01

Dated: 19/02/2025

- I. Indian Highways Management Company Limited (Hereinafter referred to as “Authority” or “IHMCL”) intends to engage the Implementation Agency (also referred as “Service Provider” and “Bidder” in the Request for Proposal for Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas.
- II. The Project shall be a complete turnkey solution with provision of requisite IT infrastructure and implementation at location for operation and maintenance. The period of engagement shall be **6 months of implementation plus Three (03) year of Operations & Maintenance Period** (extendable to an additional Two (02) year on a yearly basis, as per requirement of IHMCL). The Implementation Agency shall be required to implement the solution within 6 months from the date of signing of the Contract Agreement.
- III. The prospective bidders are hereby invited to submit their bids comprising Technical and Financial bids through e-tendering mode only. The bid shall be valid for 180 days w.e.f. bid due date. The bids should be submitted online only on e-tender portal (<https://etenders.gov.in>) of Government of India and in the prescribed formats. No change in the formats and / or other modes of bid submission is permissible.
- IV. Bidder should pay Tender Application Fee (non-refundable) of **INR 25,000/- (Rupees Twenty-Five Thousand Only) inclusive of GST through online mode to IHMCL’s** Bank account as mentioned in the RFP. The bidder shall also upload the online payment receipt.
- V. The Indian Highways Management Company Limited now invites bids from eligible bidders for the following project:

RFP Ref No.	Name of Work
IHMCL/ACS/2025/01	Request for Proposal for Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas

- VI. The complete BID document can be viewed / downloaded from official portal of IHMCL <http://www.ihmcl.co.in> or e-procurement portal of IHMCL <https://etenders.gov.in> from 19.02.2025 to 19.03.2025. Bidder must submit online its technical and financial bid at <https://etenders.gov.in> on or before 19.03.2025 up to 15:00 Hrs. IST. Bids received online shall be opened on 20.03.2025 at 15:30 Hrs. IST
- VII. Bidding through any other mode shall not be entertained. Please note that the Authority reserves the right to accept or reject the bids without assigning any reason whatsoever.

Officer In-charge:

COO - IHMCL,  
Indian Highways Management Company Limited  
G-5&6, Sector-10, Dwarka, New Delhi- 110075  
Phone – 011- 25074100 Extn – 1804, e-mail: [tenders@ihmcl.com](mailto:tenders@ihmcl.com)

## DOCUMENT COMPOSITION

This RFP Documents comprises for following parts:

Part-I	Instructions to Bidders
Part-II	Formats for Bid Submission
Part-III	Draft Format of Contract Agreement
Schedule A	Details of Project, location,
Schedule B	Scope of Work
Schedule C	<ul style="list-style-type: none"><li>• Functional &amp; Technical Specifications</li><li>• Service Level Agreement (SLA)</li></ul>

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**DEFINITIONS**

S.No	Term	Definition
1.	Applicable Law	Are the laws applicable in India
2.	Authority	Indian Highways Management Company Limited (IHMCL)/National Highway Authority of India (NHAI)
3.	MoRTH	Ministry of Road Transport and Highways
4.	Authorized Representative	Authorised Representative of bidder
5.	Successful Bidder	The “bidder”, “Implementation Agency” “Contractor” interchangeably, after the complete evaluation process, has been issued the letter of award by IHMCL.
6.	Turnkey	End-to-End from the initial design and planning to the final implementation and commissioning.
7.	Working Days	Working days refer to the days of the week when businesses and organizations operate, and employees are expected to work. Typically, these days are Monday through Sunday and exclude weekends (Saturday and Sunday) and public holidays
8.	Commencement Date or Effective Date	The date on which the Implementation Agency either signs the Contract Agreement or receives the commencement notice from IHMCL to begin execution of the work, whichever occurs earlier.
9.	Uptime	<b>Uptime</b> refers to the duration during which equipment is actively functioning, operating, and ready to execute its intended tasks effectively, meeting the operational characteristics as defined in the RFP document, without encountering significant interruptions or failures.
10.	Downtime	<b>Downtime</b> refers to the duration during which equipment is either non-functional or not actively operating to execute its intended tasks effectively, thus failing to meet the operational characteristics outlined in the RFP document due to significant interruptions or failures.
11.	Good Industry Practice	“Good Industry Practice” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced contractor engaged in the same type of undertaking as envisaged under this Agreement and which



S.No	Term	Definition
		would be expected to result in the performance of its obligations by the Contractor in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner.
12.	NH Fee Rules	National Highways Fee (Determination of Rates and Collection) Rules 2008, as amended from time to time
13.	Vehicle Classification Document	FASTag Issuance Vehicle Classification Document is the document which specifies with pictorial presentation of vehicle with Axle count and GVW against each mapper class and Tag Class, so as to make the issuers accountable for the right tag issuance, as followed by Issuer Banks for issuance of FASTag to various categories of vehicles.
14.	NETC	National Electronic Toll Collection programme, refers to the FASTag programme.
15.	NETC Mapper Vehicle classes	NETC Mapper is a repository of NETC Tag IDs maintained by NPCI and NETC Switch is used for the purpose of switching NETC transactions to the member banks. This contains below vehicle classification. Toll fare is calculated basis the mapper vehicle class.

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		<table border="1"> <thead> <tr> <th>Mapper Vehicle Class</th> <th>Vehicle Class Description</th> </tr> </thead> <tbody> <tr><td>1</td><td>Two wheeler</td></tr> <tr><td>2</td><td>Three - Wheeler Passenger</td></tr> <tr><td>3</td><td>Three - wheeler Freight</td></tr> <tr><td>4</td><td>Car / Jeep / Van</td></tr> <tr><td>5</td><td>Light Commercial vehicle 2-axle</td></tr> <tr><td>6</td><td>Light Commercial vehicle 3-axle</td></tr> <tr><td>7</td><td>Bus 2-axle</td></tr> <tr><td>8</td><td>Bus 3-axle</td></tr> <tr><td>9</td><td>Mini-Bus</td></tr> <tr><td>10</td><td>Truck 2 - axle</td></tr> <tr><td>11</td><td>Truck 3 - axle</td></tr> <tr><td>12</td><td>Truck 4 - axle</td></tr> <tr><td>13</td><td>Truck 5 - axle</td></tr> <tr><td>14</td><td>Truck 6 - axle</td></tr> <tr><td>15</td><td>Truck Multi axle ( 7 and above)</td></tr> <tr><td>16</td><td>Earth Moving Machinery</td></tr> <tr><td>17</td><td>Heavy Construction machinery</td></tr> <tr><td>18</td><td>Tractor</td></tr> <tr><td>19</td><td>Tractor with trailer</td></tr> <tr><td>20</td><td>Tata Ace or Similar Mini Light Commercial Vehicle</td></tr> </tbody> </table>	Mapper Vehicle Class	Vehicle Class Description	1	Two wheeler	2	Three - Wheeler Passenger	3	Three - wheeler Freight	4	Car / Jeep / Van	5	Light Commercial vehicle 2-axle	6	Light Commercial vehicle 3-axle	7	Bus 2-axle	8	Bus 3-axle	9	Mini-Bus	10	Truck 2 - axle	11	Truck 3 - axle	12	Truck 4 - axle	13	Truck 5 - axle	14	Truck 6 - axle	15	Truck Multi axle ( 7 and above)	16	Earth Moving Machinery	17	Heavy Construction machinery	18	Tractor	19	Tractor with trailer	20	Tata Ace or Similar Mini Light Commercial Vehicle
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16.	Tag Vehicle Classes	<p>Tag class is as per the vehicle class defined under NETC program and tolling categories of the toll plaza. There are 7 Tag classes as per tolling class at the toll plaza of National Highway. These classes are written on FASTag. Issuer can identify the FASTag with classes written on the tag. Toll plaza system also identifies the FASTag class.</p> <table border="1"> <thead> <tr> <th>Tag Class</th> <th>Class Description</th> </tr> </thead> <tbody> <tr><td>4</td><td>Car / Jeep / Van/ Tata Ace and similar mini light commercial vehicle</td></tr> <tr><td>5</td><td>Light Commercial Vehicle</td></tr> <tr><td>6</td><td>Three Axle Commercial Vehicles</td></tr> <tr><td>7</td><td>Bus/Truck</td></tr> <tr><td>12</td><td>4 to 6 axle</td></tr> <tr><td>15</td><td>7 or More Axle</td></tr> <tr><td>16</td><td>Heavy Construction Machinery (HCM)/Earth Moving Equipment (EME)</td></tr> </tbody> </table>	Tag Class	Class Description	4	Car / Jeep / Van/ Tata Ace and similar mini light commercial vehicle	5	Light Commercial Vehicle	6	Three Axle Commercial Vehicles	7	Bus/Truck	12	4 to 6 axle	15	7 or More Axle	16	Heavy Construction Machinery (HCM)/Earth Moving Equipment (EME)																										
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17.	Gross Vehicle Weight Rating ( GVWR)	The gross vehicle weight rating (GVWR), or gross vehicle mass (GVM) is the maximum operating weight/mass of a vehicle as specified by the manufacturer including the vehicle's chassis, body,																																										

S.No	Term	Definition
		engine, engine fluids, fuel, accessories, driver, passengers and cargo.

## ABBREVIATIONS

#	Abbreviations	Full Form
1.	ANPR	Automatic Number Plate Recognition
2.	ATMS	Advance Traffic Management System
3.	BoQ	Bill of Quantities
4.	CCH	Central Clearing House
5.	CMOS	Complementary Metal Oxide Semiconductor
6.	FS	Functional Specification
7.	GoI	Govt. of India
8.	IA	Implementation Agency
9.	IHMCL	Indian Highways Management Company Limited
10.	ITS	Intelligent Transportation System
11.	MLFF	Multi Lane Free Flow
12.	MoRTH	Ministry of Road Transport and Highways
13.	NHAI	National Highways Authority of India
14.	NPCI	National Payment Corporation of India
15.	PG	Procedural Guidelines
16.	RFID	Radio Frequency Identification
17.	SI	System Integrator
18.	UAT	User Acceptance Test
19.	VRN	Vehicle Registration Number
20.	VIN	Vehicle Identification Number (Chassis Number of the Vehicle)
21.	LHS & RHS	Left Hand Side (LHS) & Right-Hand Side (RHS)

# **PART – I**

## **INTRODUCTION**

## 1. INTRODUCTION

### 1.1. BACKGROUND

- a) Indian Highways Management Company Limited (Hereinafter referred to as “Authority” or “IHMCL”) intends to engage an agency for implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas and Operations & Maintenance (“O&M”) thereof. Brief particulars of the Project are as follows:

RFP Ref No.	Name of Assignment	EMD	Implementation Period	Overall Project Period
IHMCL/ACS/2025/01	Request for Proposal for Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas	INR 30 Lakhs	6 Months	03 Years 06 Months, including 06 months of implementation. timeline extendable by 02 years on a yearly basis at the sole discretion of IHMCL

- b) The Implementation Agency shall be responsible for Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas in accordance with the provisions of a contract (the “Contract”) to be entered into between the Implementation Agency and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- c) The Agreement sets forth the detailed terms and conditions for award of the project to the Implementation Agency, including the scope of the Implementation Agencies services and obligations enclosed as part of this document.
- d) The Authority shall receive bids pursuant to this RFP in accordance with the terms set forth in this RFP, and all BIDs shall be prepared and submitted in accordance with such terms on or before the BID due date specified in Clause-2 for submission of bids (the “BID Due Date”).

**1.2. KEY DATES**

#	EVENT(S)	DATE (Unless otherwise notified separately)
1.	Invitation of RFP (NIT)	19/02/2025
2.	Last date of receiving queries	27/02/2025 up to 05:00 pm
3.	Pre-Bid meeting at specified venue	28/02/2025 at 11:00 am
4.	Last date/ time for online submission of bids (i.e., <b>Bid due date</b> )	19/03/2025 Upto 15:00 Hrs
4.	Opening of <i>Technical bids</i>	20/03/2025 at 15:30 Hrs.
5.	Opening of Financial bids	To be intimated to shortlisted/ technically qualified bidders separately
6.	Validity of Bids	180 Days

## 2. GENERAL TERMS OF BIDDING

### 2.1. TENDER FEE

The bidder should pay Tender Application Fee (non-refundable) **INR 25,000/- (Rupees Twenty-Five Thousand only)** inclusive of GST through online mode. The Bidder shall also upload the payment receipt in e-tender portal as proof of submission.

Details of designated bank account are as under:

#	Particulars	Details
1.	Name of Beneficiary	Indian Highways Management Company Limited
2.	Name of Bank	Canara Bank
3.	Account No.	8598201006217
4.	IFSC Code	CNRB0008598

### 2.2. BID SECURITY

- a) The bidder shall furnish as part of its Bid, a Bid Security amounting to **Rs 30,00,000/- (Rs Thirty Lakhs Only)**. The Bid Security shall be in the form of Bank Guarantee (in format mentioned in this RFP) in favor of Indian Highways Management Company Limited, New Delhi from any of the following banks: -
  - i. State Bank of India or its subsidiaries,
  - ii. Any Indian Nationalised Bank
  - iii. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 Cr as per the latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be considered.
- b) Any bid not accompanied by a Bid Security and Tender Application Fee in the prescribed manner shall be summarily rejected.
- c) The Bid Security of the unsuccessful bidders will be returned as promptly as possible after the expiration of the period of bid validity or Award of Work.
- d) The Bid Security of the selected bidder shall be retained till it has provided Performance Security under the Contract Agreement.

### 2.3. INVOCATION OF BID SECURITY

- a) Bid Security shall be forfeited by IHMCL as damages payable to IHMCL for, inter-alia, time, cost and effort of IHMCL without prejudice to any other right or remedy that may be available to IHMCL under the provisions in the RFP and/or under the Contract Agreement, or otherwise, under the following circumstances:

- i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; or
  - ii. If the Bid is withdrawn during the intervening period between the bid due date and the expiration of the Bid Validity; or
  - iii. If the bidder tries to influence the evaluation process; or
  - iv. If a Bidder having been notified Successful Bidder by IHMCL with the issuance of Letter of Award (LOA) during the bid validity period:
    - a) Fails or refuses to furnish the Performance Security, in accordance with the conditions of RFP; or
    - b) Fails or refuses to execute/sign the Contract within the stipulated time frame.
- b) No Bidder shall submit more than one Bid for the Project.
- c) Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- d) The Bidding documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- e) Notwithstanding anything to the contrary contained herein, if the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it may ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years, preceding its latest financial year. For the avoidance of doubt, the financial year shall, for the purposes of this Bid hereunder, mean the accounting year followed by the Bidder during its normal business.



### 3. ELIGIBILITY AND PRE-QUALIFICATION CRITERIA

#### 3.1. PRE-QUALIFICATION CRITERIA

a) The Bidders are required to fulfil the following Pre-Qualification Criteria:

SI #	Requirement Parameter	Eligibility Criteria	Supporting Documents to be provided
1.	Legal Entity	<p>The Sole Bidder or the Lead Member, in case of a consortium, must be a business entity incorporated in India under the Companies Act, 1956/2013 or the Limited Liability Partnerships Act, 2008.</p> <p>In case of a consortium, the other Member of the consortium should be incorporated in India under the Companies Act, 1956/2013 or the Limited Liability Partnerships Act, 2008, subject to the following conditions:</p> <ol style="list-style-type: none"> <li>i. maximum number of members in the Consortium shall be <b>Two</b>, including the Lead member.</li> <li>ii. members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall be responsible for all interactions with IHMCL;</li> <li>iii. all members in the Consortium shall be <b>jointly and severally liable</b>;</li> <li>iv. no bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Consortium.</li> <li>v. Proposal/Bid should contain the information required for each member of the Consortium;</li> </ol>	<ul style="list-style-type: none"> <li>• Copy of Certificate of Incorporation</li> <li>• GST Registration certificate</li> <li>• Power of Attorney as per format provided in <b>Form T-3</b>.</li> <li>• MoU of Consortium as per format provided in <b>Form T-10</b>.</li> </ul>

SI #	Requirement Parameter	Eligibility Criteria	Supporting Documents to be provided
		<p>vi. Proposal/Bid should include a brief description of the roles and responsibilities of individual members;</p> <p>The Sole Bidder / all members in case of a consortium should be registered with GST in India.</p>	
2.	Field of Business	The Sole Bidder or any Member(s) of the Consortium must have at least five (5) years of experience in the implementation of projects in the field of Information Technology (IT) solutions, or Intelligent Transportation System (ITS) as on bid due date.	Copies of Work Order for relevant projects
3.	Annual Turnover	<p>The Sole Bidder must have an average annual turnover of minimum <b>INR 50 Crores</b> over the last three (3) Financial Years FY 2021-22, FY 2022-23 and FY 2023-24.</p> <p>In the case of a Consortium, the Lead Member shall meet at least 70% requirement of minimum average annual turnover and the other member shall meet at least 20% of minimum average annual turnover. For avoidance of doubt, it is further clarified that the Consortium must collectively and individually satisfy the above qualification criteria, i.e., consortium shall cumulatively/collectively fulfil the 100% requirement.</p>	<ul style="list-style-type: none"> <li>• Certificate from the CA/Statutory Auditor on turnover details over the last three (3) financial years FY 2021-22, FY 2022-23 and FY 2023-24 as per format provided in Form T-4.</li> <li>• Relevant extracts of audited financial statements for the last three financial years FY 2021-22, FY 2022-23 and FY 2023-24.</li> </ul>
4.	Net Worth	The Sole Bidder or the Lead Member in case of consortium must have positive net worth in Indian Rupees as on 31 <sup>st</sup> March 2024	Certificate from the CA/Statutory Auditor clearly specifying the net worth of the firm as on 31 March 2024. As per format provided in Form T-4..

SI #	Requirement Parameter	Eligibility Criteria	Supporting Documents to be provided
5.	Relevant Experience #1	The Sole Bidder or any Member(s) of the Consortium individually or combined (in case of Consortium) must have been awarded and implemented at least one project of contract value minimum <b>INR 5 crore</b> (excl. GST) <b>involving video-based Automatic Traffic Count &amp; Classification (ATCC) systems for vehicles along with video analytics</b> during last 10 years as on bid due date for Central/State Government departments/entities, or Law Enforcement Authorities, or PSUs in India or Abroad.	<ul style="list-style-type: none"> <li>• Work order/ Contract clearly highlighting the relevant scope of work, and contract value, year of execution.</li> <li>• Certificate from Client/Authority on completion or in-operations phase</li> </ul> <p>In case of large orders/orders with operations &amp; maintenance phase, the completion/self-certificate may specify successful execution and in-operation status of a part of the order meeting the requirement. The format of the self-certificate is provided in RFP at Form T-5.</p>
6.	Relevant Experience #2	<p>The Sole Bidder or any Member(s) of the Consortium individually or combined (in case of Consortium) must have been awarded and implemented at least <b>one project involving supply, installation and commissioning of minimum 100 IP-based CCTV</b> cameras during last 10 years as on bid due date for Central/State Government departments/entities, or Law Enforcement Authorities, or PSUs in India or Aboard.</p> <p><i>Note: For the purpose of this criterion, only those projects shall qualify which shall involve any <b>TWO or more</b> of the following components:</i></p> <ol style="list-style-type: none"> <li>Automatic Number Plate Recognition (ANPR) system</li> <li>Surveillance Camera system</li> <li>Traffic/Speed Enforcement system</li> <li>Advanced video analytics</li> </ol>	<ul style="list-style-type: none"> <li>• Work order/ Contract clearly highlighting the relevant scope of work, and contract value, year of execution.</li> <li>• Certificate from Client/Authority on completion or in-operations phase</li> </ul> <p>In case of large orders/orders with operations &amp; maintenance phase, the completion/self-certificate may specify successful execution and in-operation status of a part of the order meeting the requirement. The format of the self-certificate is provided in RFP at Form T-5.</p>

SI #	Requirement Parameter	Eligibility Criteria	Supporting Documents to be provided
7.	Certification	<p>The Sole Bidder or the Lead Member in case of consortium should have valid certificates of the following as on the bid due date:</p> <ul style="list-style-type: none"> <li>• CMMi Level 3 or above</li> <li>• ISO 20000 for IT Service Management</li> <li>• ISO 27001:2013 for Information Security Management System</li> </ul>	Copy of valid certificates
8.	Undertaking of Insolvency, bankruptcy	<p>Any bidding entity having had any NCLT/Court proceedings for Insolvency, bankruptcy, or determined nonperforming, or having been terminated on any project within last Five years as on bid due date by Ministry of Road Transport &amp; Highways, Government of India or its executing agencies like IHMCL, NHIDCL etc. or any other Ministry / PSU / State / Central Government or its Department/ Enforcement agencies/ Autonomous Body etc. will not be eligible to participate in this RFP.</p>	Self-declaration to this effect shall be submitted as part of the Bid as per Form T-12.
9.	Undertaking on Conflict of Interest	<p>i. The Bidder (Sole Bidder or any Member of the Consortium in case of Consortium), or the Bidder's parent, subsidiary, or sister concern, must NOT have been currently engaged <b>as a System Integrator by NHAI, IHMCL, or any Concessionaire/ Contractor for Toll Management System (TMS)</b> at NHAI user fee plazas that are either under implementation or in Operation and Maintenance phase as on the RFP release date.</p>	Undertaking as per format provided at Form T-13

SI #	Requirement Parameter	Eligibility Criteria	Supporting Documents to be provided
		<p>Further, the Bidder (Sole Bidder or any Member of the Consortium in case of Consortium) shall also undertake that it shall not be take up projects pertaining to system integration for TMS or Multi-Lane Free Tolling project for NHAI user fee plazas during the Contract Period.</p> <p>ii. Additionally, any entity engaged in toll operations such as toll collection at NHAI user fee plazas, as well as entities with common directors in such tolling businesses, shall not be permitted to participate in the bid.</p>	

**Note: For any incomplete document provided by the bidder, IHMCL reserves the right to disqualify the bidder as non-responsive, without asking for any clarification.**

**b) Eligible Goods and Services, and Original Equipment Manufacturer (OEM) Criteria**

- i. For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- ii. OEM of each component/ equipment shall be preferably Indian OEM/ Manufacturers or preferably Class-I Local supplier (as defined in DPIIT Order no. P-45021/2/2017-PP (BE-II) dated 04.06.2020 (revised “Public Procurement (Preference to Make in India) Order 2017”) having direct presence in India and own service and support offices to ensure smooth after sales service support on site.
- iii. Bidders must comply with the Office Memorandum no. F. No. NH-35014/20/2020-H, Government of India, Ministry of Road Transport & Highways dated 04.08.2020, regarding Department of Expenditure (DoE), Ministry of Finance, Govt. of India O.M. No. 6/18/2019-PPD dated 23.07.2020, vide which Rule 144 of the general Financial Rules 2017 entitled “Fundamental principles of public buying’ has been amended by inserting sub-rule 144 (xi) in the General Financial Rules (GFRs), 2017. As per the new rule “Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy

services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority.” The Bidder shall furnish the registration status of the supplier with Competent Authority (for the items / goods proposed to be procured from any country which shares a land border with India).

- iv. That the OEM should not be rebranding & reselling products in India through importing/ trading from a country that shares a Land Border with India.
- v. That the source code of the Software and Firmware being supplied for all the relevant equipment being supplied against this bid does not reside in any Country that shared a Land Border with India.
- vi. The OEM for each product or technology quoted should be in the business of that product or solution or technology for at least 3 years as on the date of release of the RFP.
- vii. The OEM for all active components should give a declaration that products or technology quoted are neither end-of-sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project.
- viii. The bidder’s proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.
- ix. Each of the proposed OEMs should either have existing capability and infrastructure to provide 24x7x365 technical support in India.
- x. Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the technical proposal by the Bidder.

### 3.2. CONFLICT OF INTEREST

- a) A Bidder shall not have a conflict of interest that may affect the bidding process (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, IHMCL shall invoke the bid securing declaration as mutually agreed genuine pre-estimated loss and damage likely to be suffered and/ or incurred by the IHMCL and not by way of penalty for, inter alia, the time, cost, and effort of IHMCL including consideration of such Bidder’s Bids, without prejudice to any other right or remedy that may be available to IHMCL hereunder or otherwise.
- b) IHMCL requires that the selected bidder provides professional, objective, and impartial advice and always holds IHMCL’s interest’s paramount, avoiding conflicts with other assignments or its own interests. The selected bidder shall not accept or engage in any assignment that would conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of IHMCL.
- c) A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:
  1. A constituent <sup>1</sup>of Bidder is also a constituent of another Bidder; or

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<sup>1</sup> For this clause the word “constituent” shall include Promoter, Director, Shareholder, Partner, Agent, representative etc.

2. Such Bidder, its member or its associate receives or has received any direct or indirect subsidy or grant from any other Bidder, its member, or its Associate; or
  3. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
  4. Such Bidder, its member or its associates has a relationship with another Bidder, its member or its associates, directly or through common third parties, that puts them in a position to have access to each other's information about the bids, or if they share or access each other's information regarding the bids or to influence the bid of either or each of the other Bidder; or
  5. There is a conflict among this, and other assignments of the Bidder (including its member, associates, personnel, agents and subordinates) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders or Key Managerial Personnel; or
  6. While providing services to IHMCL for this assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
  7. A company/firm that has been engaged by the Authority to provide goods and/or works, and/or services for a project, and its associates, will be disqualified from providing consulting services for the same project and/or associated services. or
- d) Bidders should be deemed to be in a conflict-of-interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Bidders should avoid both actual and perceived conflict of interest; or
- e) The normal way to identify conflicts of interest is through self-declaration by the Bidder. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of IHMCL. All conflicts must be declared as and when the Bidder becomes aware of them.

#### **4. DISCLAIMER AND CLARIFICATION REGARDING RFP DOCUMENT**

##### **4.1. SITE VISIT**

- a) Before the pre-bid meeting date, bidders are encouraged to conduct site visits, including visits to Toll plazas/sites, to assess the existing situation and gather information relevant to their bid proposal. Failing which, it shall be deemed that the bidder has fully satisfied itself about the site conditions as outlined in the Contract Agreement.
- b) The bidder shall not hold the Authority responsible or liable for any inconsistencies, inaccuracies, mismatches, or errors that may arise between the Contract Agreement and the actual site conditions.
- c) Bidders must adhere to all safety and security protocols during site visits. The Authority reserves the right to limit or restrict access to certain areas of the site, or to impose conditions on site visits as deemed necessary for safety, security, or operational reasons.

- d) The Authority makes no representations or warranties regarding the accuracy, completeness, or suitability of the information gathered by bidders during site visits, and bidders undertake their own risk assessment and due diligence based on such information.
- e) Bidders agree that their proposals are based on their independent analysis and expertise, and they shall not hold the Authority liable for any discrepancies, omissions, or inaccuracies in the information gathered by the bidders during site visits.
- f) Bidders agree to indemnify and hold harmless the Authority, its officers, employees, and agents against any claims, damages, liabilities, or expenses that may arise because of or in connection with their site visit activities.

#### **4.2. PRE-BID MEETING**

- a) A prospective Bidder requiring any clarification regarding the RFP may notify IHMCL in writing or e-mail at IHMCL's address indicated in the invitation to Bid. IHMCL will respond to any request for clarification which is received before the pre-bid meeting.
- b) The Bidder or his authorized representative is invited to attend a pre-bid meeting which will take Place at IHMCL, G - 5 & 6, Sector-10, Dwarka, New Delhi-110075, as mentioned in the RFP as "KEY DATES" in Part-I Instructions to Bidders of the RFP.
- c) The Bidder who is interested in attaining the pre-bid meeting should confirm IHMCL about the participation (Maximum 2 authorised persons) one day prior to the schedule. The confirmation can be sent to [tenders@ihmcl.com](mailto:tenders@ihmcl.com).
- d) The purpose of the meeting will be to clarify issues and to answer questions on any matter pertaining to this RFP document.
- e) All Bidders are requested to go through the RFP document carefully and submit any queries/ clarifications addressed to the COO, IHMCL in the format prescribed in Form T-7 "Proforma for submitting written queries". If no query is raised, then it shall be assumed that such a Bidder has fully satisfied itself regarding the sufficiency of information contained in the RFP. The Bidder is requested to submit any questions / queries in writing or by email in editable format to [tenders@ihmcl.com](mailto:tenders@ihmcl.com).
- f) Clarifications to the queries will be hosted on IHMCL's website/ e-tender portal only.
- g) Any modification in the RFP document which may become necessary because of the deliberations in the pre-Bid meeting shall be made by IHMCL separately through issue of an Addendum/ Amendment and the same will be hosted on IHMCL's website/ e-tender portal.

#### **5. ACCESSING BID DOCUMENTS, PREPARATION AND SUBMISSION OF BID**

Website for accessing RFP is <http://etenders.gov.in>. The Bidders shall submit the proposal strictly as per criteria laid down in the RFP. The tender process timelines are mentioned in the RFP as "Key Dates" in Part-I Instructions to Bidders of the RFP. The same can also be viewed / downloaded from IHMCL e-tender portal.



### 5.1. PREPARATION & SUBMISSION OF BIDS

- a) Detailed RFP may be downloaded from the e-tender portal and bid shall be submitted online following the instruction appearing on the screen.
- b) The scanned copies of the following documents shall be submitted as part of a bid to IHMCL before the prescribed date & time for submission of Bids.
- c) Tender Application Fee in the manner prescribed.
- d) Original Power of Attorney in Favor of Authorized Signatory in the Format prescribed in this document.
- e) The Technical and Financial bid should be submitted online separately only in the prescribed format given on the e-tender portal. No other mode of submission is allowed.
- f) No physical document shall be accepted unless and until the same is specifically stated in the RFP or it is a legal requirement.
- g) All pages of the RFP and all the subsequent corrigendum shall be signed by authorised signatory and stamped confirming that bidder is complying to all the functional and technical terms and conditions of the RFP (and subsequent corrigendum).

### 5.2. BID VALIDITY

The bid should remain **valid for a period of 180 calendar days from the bid due date.** IHMCL will make its best efforts to complete the evaluation process and work award within the bid validity period. Under exceptional circumstances, prior to the expiration of the bid validity, IHMCL may request the bidder to extend the bid validity for a specified additional period. Such request by IHMCL and replies / responses from bidders shall be in writing. The bidder(s) not agreeing to such an extension will be allowed to withdraw their bids without invocation of their bid securing declaration.

### 5.3. BID COMPOSITION

The Bid shall comprise the following:

#### 5.3.1. PART 1: Technical Bid

To be uploaded on E-tender portal only. Physical submission of bids is not allowed.

- a) Tender Fee (proof of deposition in given account number)
- b) Bid Security (Scan copy of Bank Guarantee).
- c) Technical Bid comprising of forms T-1 to T-16 prescribed in RFP.
- d) Stipulated documentary evidence attested by the authorized signatory in support of their claim for fulfilling the prescribed eligibility criteria and an undertaking on the bidder's letter heads to the fairness of these documents in support of their claim while submitting the Bids.
- e) Other documents:
  - a. Work Orders/Completion Certificates/Declarations in respect of Eligibility Criteria.

- b. Copy of Certificate of Incorporation of Company or LLP, as the case may be
- c. MoA and AoA of a company / or other documents showing object clause of a firm.
- d. Signed copy of Integrity Pact in the prescribed format; and
- e. Any other document providing additional information in respect of technical / financial strength as well as technical experience etc.
- f) Technical Proposal
  - a. The Bidder shall describe the proposed works in sufficient detail in his Technical Proposal as per format given in T-6 to enable the IHMCL to evaluate the technical adequacy of the proposed system. Authority may ask for clarification, and if not found satisfactory response, the technical bid shall be declared non-responsive.
  - b. Detailed Project Plan
  - c. Risk and mitigation Plan

### 5.3.2. PART 2: Financial Bid

*(In the prescribed format in excel sheet on E-Tender portal)*

- a) Financial bid shall be submitted online on e-tender portal on the prescribed format which may be downloaded well before the bid due date from e-tender portal.
- b) The bid must encompass all costs/charges/expenditure payable in complete adherence/conformity/compliance to the Scope of Work, including all necessary works, ancillary or incidental in nature, regardless of whether they are explicitly stated or not, as well as other terms indicated in the RFP document. No additional/further payments shall be made in this regard.
- c) The bid should include all statutory taxes/ levies / surcharge on tax etc., except for GS, as applicable. Any tax, and / or any other levies, if altered in the future and payable under the law, shall be borne by the bidder. The Bidder acknowledges that any change in law leading to an increase in statutory taxes/ levies / surcharge on tax and / or any other levies, etc. shall be the liability of the Bidder alone, and the burden of the same cannot be passed onto the Authority.
- d) Bidder should note that Income tax payable by the Bidder is not reimbursable by IHMCL. TDS will be applicable on all payments made by IHMCL as per applicable law.

#### **NOTE:**

**Original documents in physical form** – The physical submission of the original Bid Security, POA for signing the Bid, POA in favor of lead member of JV, if any, JBA for JV, if any, Integrity Pact, and experience certificates apostle at foreign origin, if any, **shall be submitted after declaration of Bid Evaluation Result** by the Authority. Bidders (including individuals or any of its Joint Venture Members) failing to submit the original documents required as per above shall be treated as willful misconduct, and such a Bidder shall be unconditionally debarred from bidding in IHMCL projects for a period of 5 years.

#### **5.4. COST OF BIDDING**

The Bidder shall be solely responsible for all the costs associated with the preparation and submission of their Bids including subsequent negotiation, visits to IHMCL, project site etc. IHMCL shall not be responsible in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

#### **5.5. LANGUAGE OF THE BIDS**

The Bid and all communications in relation to or concerning the RFP shall be in **English language**. No supporting document or printed literature shall be submitted with the Bid unless specifically asked for and in case any of the documents are in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretations of the Bid, the original documents attached with the bid or the information incorporated in the bid shall be final and binding.

#### **5.6. MODIFICATION /SUBSTITUTION/ WITHDRAWAL OF BIDS**

1. The Bidder may modify, substitute, or withdraw its e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due Date.
2. In case, if the bid is withdrawn by bidder after due date, IHMCL shall forfeit the EMD submitted by bidder.

#### **5.7. OPENING & EVALUATION OF BIDS**

1. Opening and evaluation of bids will be done through online process.
2. The bids will be opened online on the due date and time prescribed in the RFP document in the presence of the bidders who choose to attend. The Authority will subsequently examine and evaluate the bids in accordance with the provisions set out.
3. Prior to evaluation of bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP.
4. 'Financial Bid' of non-responsive bidders shall not be opened.
5. To assist in the examination, evaluation, and comparison of Bids, IHMCL may, at its discretion, ask any Bidder for clarification of its Bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by IHMCL in the evaluation of the Bids.
6. Except in case any clarification is sought by IHMCL, no Bidder shall contact IHMCL on any matter relating to its Bid from the time of the Bid opening to the time the Contract is awarded. If any Bidder wishes to bring additional information to the notice of IHMCL, it should do so in writing at the address prescribed in the Notice Inviting Tender.
7. All information and discussions related to the bid evaluation process shall be treated as confidential. Bidders and any other involved parties must maintain strict confidentiality

and refrain from disclosing any details regarding the evaluation process or deliberations.

8. The Evaluation Committee's deliberations and discussions on bid proposals, shall be considered confidential and privileged information. The Committee shall refrain from discussing or sharing details of their deliberations with bidders or any unauthorized individuals.

## **6. BID EVALUATION CRITERIA AND SELECTION PROCEDURE**

1. The bids shall be opened online by the Evaluation Committee on the date and time prescribed. Prior to evaluation of the bids, IHMCL shall determine whether each bid is responsive to the requirements of this RFP document. A bid will be declared non-responsive in case:
  - a) If a bidder does not fulfil pre-qualification criteria and is unable to score minimum marks as mentioned in the RFP
  - b) If a bidder submits more than one bid against this RFP.
  - c) Bid is submitted without Tender Fee.
  - d) Bid is submitted without Bid Security.
  - e) If the Authorized Signatory holding Power of Attorney (POA) or the person executing/delegating such POA and Digital Signatory are not the same.
  - f) If a bidder submits a conditional bid or makes changes in the terms and conditions given in this RFP document.
  - g) Failure to comply with all the requirements of RFP document by a bidder.
  - h) If the bid is not submitted in the formats prescribed in the RFP document.
  - i) If any requisite document/certificate is not in the prescribed format the same shall not be considered while evaluating the bids and the same may lead to bid being declared as non-responsive.
  - j) A bid valid for a period shorter than prescribed in the RFP document.
  - k) If any financial/commercial information is a part of the technical proposal.

### **6.1. BID EVALUATION STAGES**

A two-stage procedure shall be adopted for evaluation of the bids. The stages of bid evaluation are mentioned as below:

#### **6.1.1. First Stage: Pre-Qualification/ Eligibility Stage:**

- a) The Evaluation Committee shall carry out initial screening of technical bids by examining the statement of qualification, furnished by the Bidder in support of their fulfilment of eligibility against the criteria prescribed in this RFP.
- b) The Evaluation Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information must be supplied within the set-out time frame as

provided by the Evaluation Committee; otherwise, the Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the bidders and the proposal is liable to be rejected. Seeking clarification cannot be treated as acceptance of the proposal. For verification of information submitted by the bidders, the committee may visit the bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples, and reference information as desired by the Committee. The bidders shall also assist the committee in obtaining relevant information from their references.

- c) The bidder shall have to submit all the required documents as per the various formats provided in the Appendices. These documents will be scrutinized in this phase of evaluation. Those bidders who do not fulfil the terms and conditions of Eligibility Criteria as specified in this tender will not be eligible for further evaluation i.e. Second Stage: Financial Bid Evaluation.

#### **6.1.2. Second Stage: Financial Bid Evaluation**

- a) The Financial Bids of technically qualified bidders as declared in First Stage will be opened on the prescribed date on e-tender portal.
- b) The Financial Bid Evaluation will be based on Lowest "**Total Quoted Value**" (L1) by the bidder in the Financial Bid Form F-1.
- c) At any point of tender process, IHMCL reserves the right to cancel the bid, without providing any reasons thereof.

#### **6.2. SITE VISIT BY IHMCL**

IHMCL officials may visit the project where the bidder has claimed to have successfully implemented the projects mentioned in support of eligibility as per RFP. If any discrepancy/mismatch is found during the site visit with respect to credentials submitted in the bid, the bid is liable to be declared non-responsive.

#### **6.3. AWARD CRITERIA**

- a) IHMCL will award the Contract for a Zone to the bidder whose bid has been determined to be responsive as per criteria defined in Clause 6.1.2. above and who has offered the lowest "**Total Quoted Value**" (L1) as per financial bid format submitted.

##### **b) Zone Allocation**

- i. Award of work shall be carried out in Zone-wise sequence i.e. the Successful Bidder of Zone 1 shall be identified/awarded first and thereafter that in Zone-2, and then Zone-3.
- ii. The maximum number of Zones that can be awarded to any Bidder is limited up to 1 (one), subject to condition set out in (v) below.
- iii. In case of Zone 2 & 3, if the Successful Bidder, who had already been awarded 1 zone, has quoted the **lowest Quoted Value**, then in that case, IHMCL shall invite

the Bidders having quoted for the Zone - 2 & 3 respectively, in the ascending sequence of their Quoted Value for the Zone 2 & 3 to match the Lowest Quoted Rate of L1 Bidder of that zone (i.e. Zone 2 or 3), till the time the Successful Bidder for that Zone is identified.

- iv. In the event that two or more Bidders quote the same lowest Quoted Value, IHMCL may
  - a. Declare the Bidder with a higher number of project/technical experience as per technical bid submitted as the Preferred Bidder for the Zone; or,
  - b. take any such measure as may be deemed fit at its sole discretion
- v. In case, the Successful Bidder for any Zone is not identified at the end of the above process, IHMCL, in its sole discretion, may sequentially,
  - a. invite all the Bidders of all Zones to match the **Lowest Quoted Value** for that Zone, or
  - b. award the Zone to any other Successful Bidder of other Zone(s) with the lowest quoted Value, or
  - c. invite fresh bids for that Zone only, or
  - d. take any other measure as may be deemed fit, including annulment of the bidding process.
- c) The Successful bidder shall be intimated by IHMCL through a Letter of Award (LoA). Upon issue of the LoA the successful bidder shall be required to furnish the Letter of Acceptance and Performance Security and other guarantees as prescribed in the RFP document. IHMCL shall have the right to get bank guarantees verified from the respective issuing bank. Upon receipt of verification, the successful bidder shall be invited to sign the contract with IHMCL. The format of draft Contract Agreement is prescribed in the RFP Document.
- d) IHMCL reserves the right to reject any bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by IHMCL in respect of such bids.

#### **6.4. ABNORMALLY LOW BID**

Further, in case where the bid of the successful company/firm is less than 85% of the average of all bids received, the successful consulting firm shall have to submit an Additional Performance Security (APS) in the form of a Bank Guarantee for 5% of the contract amount. The other requirements of APS are same as those of Performance Security, IHMCL may also require Bidder to produce a detailed price analysis for any or all items in the Bill of Quantities, to demonstrate the internal consistency of the proposed System.

#### **6.5. WARRANTY AND GUARANTEE**

Successful Bidder is solely responsible for the function and maintenance of all System equipment/components provided by bidder. All equipment/component should have warranty and guarantee throughout the duration of the Contract Agreement.

## **6.6. PERFORMANCE SECURITY**

- a) Upon issue of the Letter of Award (LoA) by IHMCL, the Successful Bidder shall be required to furnish an unconditional and irrevocable Performance Security in the form of a Performance Bank Guarantee (PBG) in the prescribed format within a period of 15 days. The PBG shall be for an amount of 5% of its Total Bid Value quoted in the financial bid and should be in favour of "Indian Highways Management Company Limited", New Delhi. The Performance Security shall be valid for period of 3 years 6 months. In case the contract is extended, the Successful bidder shall extend the validity of PBG appropriately such that it remains valid until one year beyond completion of the contract.
- b) In case the contract is extended, the bidder shall extend the validity of PBG appropriately such that it remains valid until one year beyond completion of the contract.
- c) The PBG from the following scheduled banks shall only be accepted:
  - I. State Bank of India or its subsidiaries.
  - II. Any Indian Nationalized Bank.
  - III. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than INR 500 Crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (issued by the branch of India) the net worth in respect of the Indian operations shall only be considered.
- d) In case of abnormally low Bid, the additional performance security shall be required to be submitted by the Successful Bidder as per Clause 6.4, in addition to the 5% PBG, to ensure that it shall perform the contractual obligations to the satisfaction of IHMCL despite such lower bid value and this additional performance security shall also be treated as performance security for encashment/ forfeiture.

## **6.7. MISCELLANEOUS**

### **1. Resolution of Disputes**

- a) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to the Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure.
- b) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of the Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### **c) Mediation**

In the event of any Dispute between the Parties, either Party may call upon the Chairman in case of IHMCL or his nominee and the Managing Director/ /CEO/Director in case of the Service Provider to mediate in arriving at an amicable settlement thereof. If after expiry of 30 days of receipt of the documents in relation to the Dispute or such extended period as the Parties may agree in writing, the Dispute remains unresolved,



the Parties shall attempt to resolve the dispute through conciliation and/or Arbitration under the Arbitration and Conciliation Act, 1996.

**d) Conciliation**

The Parties shall attempt to select one of the experts from the list of empaneled arbitrators of the Society for Affordable Redressal of Disputes (“SAROD”) as the Conciliator to mediate and assist the Parties in arriving at an amicable settlement thereof. If the Parties fail to agree on nominating a conciliator within 15 (fifteen) days or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 60 (sixty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration.

**e) Arbitration**

- a. Any Dispute which is not resolved amicably by conciliation, shall be finally settled by arbitration as set forth below:
  - b. The Dispute shall be referred to the SAROD. The dispute shall be dealt with in terms of Rules of SAROD. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time.
  - c. The seat of Arbitration shall be New Delhi and the language for all documents and communications between the parties shall be English.
  - d. The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be borne by each party itself.
  - e. The arbitrators shall make a reasoned award (the “Award”).
  - f. The Service Provider and IHMCL agree that an Award may be enforced against the Service Provider and/or IHMCL and their respective assets wherever situated.
  - g. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending any proceedings hereunder. Further, the Parties unconditionally acknowledge and agree that notwithstanding any Dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute.
2. This RFP document also includes the format of the Contract Agreement to be executed with the successful bidder for providing the stipulated services to IHMCL. bidders are advised to study the RFP document along with its amendment/ addendum carefully if any.
  3. No bidder shall submit more than one bid against this RFP. If more than one bid is received from the same bidder, all such bids shall be summarily rejected.
  4. The bidding process shall be governed by, and construed in accordance with, the laws of India and courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the bidding process.
  5. Any dispute arising out of this procurement process shall be referred to Society for Affordable Redressal of Disputes (SAROD). The decision of the SAROD in this regard shall be final and binding on the parties.
  6. IHMCL, in its sole discretion and without incurring any obligation or liability, reserves the



right, at any time, too.

- (i) Suspend and/or cancel the bidding process and/or amend and/or supplement the bidding Process or modify the dates or other terms and conditions relating there to.
  - (ii) Consult with any bidder to receive clarification or further information.
  - (iii) Retain any information and/ or evidence submitted to IHMCL by, on behalf of, and/ or in relation to any bidder; and/or.
  - (iv) Independently verify, disqualify, reject and/ or accept all submissions or other information and/or evidence submitted by or on behalf of any bidder.
7. IHMCL is not bound to reply/ respond to any representation/ letter or request for Change in Scope of work, eligibility criteria or any relaxation in respect of the tender conditions.
8. It shall be deemed that by submitting the Bid, the bidder agrees and releases IHMCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the bidding process and waives, to the fullest extent permitted by Applicable Law, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
9. Verification and Dis-qualification: IHMCL reserves the right to verify all statements, information, and documents submitted by the bidder in response to this RFP, and the bidders shall, when so required by IHMCL, make available all such information, evidence, and documents as may be necessary for such verification. Any such verification or lacks such verification, by IHMCL shall not relieve the bidders of its obligations or liabilities hereunder, nor will it affect any rights of IHMCL thereunder.
10. IHMCL reserves the right to reject any Bid and/ or declare it non-responsive, if:
  - i. At any time, a material misrepresentation is made or uncovered, or
  - ii. The bidder does not provide, within the time specified by IHMCL, the supplemental information sought by IHMCL for evaluation of the Bid.
11. Such misrepresentation/ improper response shall lead to the disqualification of the bidder. If such disqualification/ rejection occurs after the bids have been opened and the lowest bidder gets disqualified/ rejected, then IHMCL reserves the right to take any such measure as may be deemed fit in the sole discretion of IHMCL, including annulment of the Bidding process.

#### **6.8. AMENDMENT TO RFP**

- a) Any modification in the RFP document shall be made by IHMCL separately through issue of an Addendum/ Amendment.
- b) At any time prior to the bid due date, IHMCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the

conditions specified in the RFP document by an amendment. Any amendment/ addendum thus issued shall be part of the RFP document and shall be communicated by hosting the same on IHMCL website only and should be taken into consideration by the prospective bidders while preparing their bids.

- c) To give prospective bidders reasonable time to take the amendment into accounting preparing their bid, IHMCL may, at its discretion, extend the bid due date.
- d) The bidder must read all the instructions in the RFP and abide by the same accordingly.

#### **6.9. INDEMNITY**

The bidder shall, subject to the provisions of the Contract, indemnify IHMCL for any loss or damage caused on account of any act/ omission attributable to the bidder.

#### **6.10. PROPRIETARY DATA**

All documents and other information provided by IHMCL or submitted by a bidder to IHMCL shall remain or become the property of IHMCL. Bidders are to treat all information as strictly confidential. IHMCL will not return any bid, or any information related thereto. All information collected, analyzed, processed, or in whatever manner provided by the successful bidder to IHMCL in relation to the services shall be the property of IHMCL.

#### **6.11. CORRUPT OR FRAUDULENT PRACTICES**

IHMCL requires bidders to observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, IHMCL:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - 1. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.
  - 2. "Fraudulent Practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of IHMCL and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificially non-competitive levels and to deprive IHMCL of the benefits of free and open competition.
  - 3. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process.
  - 4. "Undesirable Practice" means (i) Establishing contact with any person connected with or employed or engaged by IHMCL with the objective of canvassing, lobbying or in

any manner influencing, or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and


5. "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.
  
- b. IHMCL will reject a bid if it determines whether the bidder has engaged in Corrupt Practice or Fraudulent Practice or Coercive Practice or Undesirable Practice or Restrictive Practice in competing for the Contract in question.
  
- c. IHMCL will blacklist/ declare a bidder ineligible, either indefinitely or for a stated period, to be awarded any contract by IHMCL if it at any time determines that the bidder has engaged in Corrupt Practice/ Fraudulent Practice/Coercive Practice/Undesirable Practice/Restrictive Practice in competing for or in executing IHMCL Contract.

#### **6.12. INTEGRITY PACT**

Bidder shall comply with the provisions of the Office Memorandum No. 13030/09/2008-Vig. Dated 28.01.2013 issued by NHAI (Copy enclosed) at **Appendix-I**.

##### **a) Appendix-I**

Appendix -1 attached below.

	भारतीय राष्ट्रीय राजमार्ग प्राधिकरण (सड़क परिवहन और राजमार्ग विभाग) <b>National Highways Authority of India</b> (Ministry of Road Transport and Highways) जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075 G-5 & 6, Sector-10, Dwarka, New Delhi-110075	टैलर (Phone: 91-11-25074100/250-4209) फैक्स (Fax: 91-11-25012507 / 25092514)
	No.13019/8/2009-Vig.	Dated : 28 <sup>th</sup> January, 2013

Office Memorandum

**Sub: Adoption of Integrity Pact (IP) for NHAI Projects-reg.**

In suppression of OM No. NHAI/CM/C/IP/IEM/2011-12 dated 13.08.2012 and OM of NHAI/CM/C/IP/IEM/2011-12 dated 14.08.2012, it has been decided to implement the concept of Integrity Pact in NHAI projects. The Integrity Pact (IP) envisages an agreement between the prospective bidder and the buyers committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The IP also envisages empowerment of Independent External Monitors (IEM). The IEM may review independently and objectively whether and to what extent parties have complied with their obligations under the pact.

2. NHAI is going to appoint IEM shortly for implementation of the IP in NHAI. MoRT&H vide its letter no. C-13019/8/2009-Vig. dated 18.11.2011 has approved applicability of adoption of IP in NHAI works as mentioned below:

- (i) Civil Works above Rs.100.00 crore
- (ii) Services such as consultancy, engineering etc. above Rs.5.00 crore

3. In this connection, all the officers of NHAI are hereby requested to implement and follow the concept of IP and adopt the same in all future projects of NHAI as scrupulously in works included in para.2 above as per Model Agreements (copy enclosed) for each category. This Model Agreement would be provided to the bidders at NIT/ Pre-bid /Technical bid stage, whichever applicable, with instruction to submit the same after signing it. Contractor/ concessionaire / consultant / bidder would be required to submit this duly signed agreement (signed by the same signatory competent/authorized to sign the relevant contract agreement) along with their Technical Bid/Tender Documents. The representative authorized to sign contract agreement, on behalf of NHAI, would sign the same while signing the contract so that this may be made a part of the contract document and binding for both the parties signing the contract.

4. It is clarified that IP should cover all phases of the contract, i.e. from the stage of Notice Inviting Tender (NIT) / pre-bid stage till the conclusion of the contract, i.e. the final payment or the duration of warranty / guarantee / defect liability / concession period, whichever applicable. The IEM would be, invariably, cited in the NIT. Further, information relating to tender in progress and under finalization would need to be shared with IEM on monthly basis.


contd.2

5. After implementation of Integrity Pact, NHAI has to send progress/status in the implementation of IP enabling CVC to include the same in their annual report as prescribed in the CVC circular no. 10/5/09 dated 18.05.2009 and subsequent circular no.31/08/10 dated 13.08.2010 (copies enclosed). Further, an internal assessment of the impact of IP shall be carried out periodically by the CVO and reported to the CVC through their report or special report, wherever necessary. In view of this, status of implementation of IP would be reported by all divisions to CVO on monthly basis.

6. All the Divisions engaged in purchase/procurement shall ensure strict compliance of this.

This issues with the approval of Chairman, NHAI.

Encl: (1) Model Agreement for category (i) works  
(2) Model Agreement for category (ii) works  
(3) CVC's Circular no. 10/5/09 dt. 18.05.09  
(4) CVC's Circular no.31/08/10 dt.13.08.10

  
(B.N.Sahay)  
General Manager (CMC)

To

1. All PIUs/CMUs
2. All ROs
3. All CGMs at HQ
4. All GMs at HQ
5. CVO, NHAI

Copy for information to:

1. PS to Chairman
2. All PS to Members

**b) INTEGRITY PACT FORMAT**

*(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 IHMCL)*

RFP No. IHMCL/ACS/2025/01 dated 19/02/2025

This Integrity Pact is made at \_\_\_\_\_ on this \_\_\_\_\_ day of 2025 between

Indian Highways Management Company Limited (IHMCL), incorporated under Companies Act 1956, having its office at G-5 & 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**” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

**Preamble**

Whereas, the Principal intends to award, under laid down organizational procedure’s contract/s for ..... 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)/ Bidder(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnessed as under:

**Article 1- Commitments of the Principal**

- (1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the principal, personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for or except for self or third person any material or immaterial benefit which the person is not legally entitled to.
  - (b) The principal will during the tender process treat all bidder(s) with equity and reason. The principal will in particular before and during the tender process provide to all bidder(s) the same information and will not provide to any bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- (c) The principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

### **Article 2- Commitments of the Bidder(s)**

The bidder(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) 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) will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies 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) will not commit any offence under the relevant IPC/ PC Act and other Statutory Acts; further the bidder(s)/ Contractor(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) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- (e) The bidder(s) will, when presenting his bid, disclose 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) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The bidder(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**



- a) If the bidder(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) from the tender process.
- b) If the bidder(s) have committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the principal shall be entitled to exclude including blacklist and put on holiday the bidder(s) for any future tender/ 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 considering the number of transgressions, the position of the transgressors within the company hierarchy of the bidder(s) and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.
- c) 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”.
- d) The bidder(s) with its free consent and without any influence agrees and undertakes to respect and uphold the principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including 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.
- e) The decision of the principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the bidder shall be final and binding on the bidder.
- f) On concurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact the Bidder shall not be entitled for any compensation on this account.
- g) Subject to full satisfaction of the principal, the exclusion of the bidder could be revoked by the principal if the bidder 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**

- a) 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 invoke the bid securing declaration apart from any other legal right that may have accrued to the principal.
- b) 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. In such case, the principal shall be entitled to forfeit the Performance Bank Guarantee of the bidder and/or demand and recover liquidated and all damages as per the provisions of the Contract Agreement against Termination.

#### **Article 5 - Previous Transgressions**

- a) 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.

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

#### **Article 6 - Equal treatment of all Bidder(s)**

- a) The Bidder(s) undertake(s) to demand from all sub- contractor(s) a commitment in conformity with this Integrity Pact, and to submit it to the principal before contract signing.
- b) The principal will enter into agreements with identical conditions as this one with all Bidder(s).

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)**

If the Principal obtains knowledge of conduct of a Bidder or Sub-contractor (SI), or of an employee or a representative or an associate of a Bidder or Sub-contractor (SI), 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. It expires for the Bidder 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 the 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 IHMCL.

#### **Article 9 - Other Provisions**

- a) This Pact is subject to Indian Law Place of performance and jurisdiction is the Registered Office of the Principal i.e., New Delhi.
- b) Changes and supplements as well as termination notices need to be made in writing.
- c) 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.
- d) Any disputes/ differences arising between the parties about term of this Pact, any action taken by the principal in accordance with this Pact or any relation thereof shall not be subject to any Arbitration.
- e) 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 witnesses:

\_\_\_\_\_  
[For & On behalf of the (Principal)]

\_\_\_\_\_  
[For & On behalf of the Bidder/  
Concessionaire/ Consultant]

(Office Seal)

Place:.....

Date: \_\_\_\_\_

Witness 1:

(Name & Address) \_\_\_\_\_

Witness 2: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**PART-II – FORMAT FOR BID SUBMISSION**

**6.13. Form T-1 Technical Bid Covering Letter**

(To be prepared on letterhead of the Bidder, scanned & uploaded on E-tender portal)

To,

Chief Operating Officer,  
Indian Highways Management Company Limited,  
G 5&6, Sector-10, Dwarka,  
New Delhi – 110075

Sub.: Request for Proposal for Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas

Ref: RFP No..... on above subject.

Dear Sir,

1. I/We, the undersigned, have carefully examined the contents of the above referred RFP document including amendments/ addendums (if any) thereof and we undertake to fully comply and abide by the terms and conditions specified therein and hereby submit our Bid for the aforesaid service. Our bid for the subject RFP is unconditional and unqualified.
2. I/We offer to execute the work in accordance with the Scope of work and the Conditions of Contract of this RFP both explicit and implied.
3. I/We undertake that, in competing for (and, if the award is made to us), for executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
4. I/We understand that:
  - i. This bid, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite Bid Securing Declaration, shall be summarily rejected.
  - ii. If at any time, any averments made or information furnished as part of this bid is found incorrect, then the bid will be rejected and the contract if awarded based on such information shall be cancelled.
  - iii. IHMCL is not bound to accept any/ all Bid(s) it will receive.
  - iv. Until a contract is executed, this bids together with RFP Document as well as the subsequent corrigendum, notification of the Letter of Award issued by IHMCL shall constitute a binding Contract between us.
5. I/We declare that:
  - i. I/we have no proceeding for insolvency/bankruptcy in NCLT / Court as on Bid Due Date.

- ii. I/We have not been blacklisted/ *declared ineligible* by IHMCL or National Highways Authority of India (NHAI) or Ministry of Road Transport & Highways, Government of India or any other agency as on Bid Due date. I/We also confirm that I/We have not been *declared as non-performing or debarred* by IHMCL or NHAI or Ministry of Road Transport & Highways, Government of India as on Bid Due Date.
  - iii. I/We *haven't been blacklisted* by a Central/ State Government Institution/ Public Sector Undertaking/ Autonomous body and there has been *no litigation* with any Government Department/ PSU/ Autonomous body on account of similar services as on Bid Due Date.
  - iv. I/We have *not* directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Contract Agreement, in respect of any tender or request for proposal issued by or any Contract entered into with IHMCL or any other public sector enterprise or any government, Central or State; and I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
  - v. I/We undertake that we are firm operating in the field of Information Technology (IT) solutions, or Intelligent Transportation System (ITS) or at least five (5) years as on bid due date (Supporting Documents enclosed).
  - vi. I/We undertake that we are not currently engaged as a System Integrator by NHAI, IHMCL, or any Concessionaire/ Contractor for Toll Management System (TMS) at NHAI user fee plazas that are either under implementation or in Operation and Maintenance phase as on the RFP release date. Further, I/We also undertake that we shall not take up projects pertaining to system integration for TMS or Multi-Lane Free Tolling project for NHAI user fee plazas during the Contract Period. Additionally, we undertake that we are NOT any entity engaged in toll operations such as toll collection at NHAI user fee plazas, as well as any entities with common directors in such tolling businesses.
6. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Contract Agreement, in respect of any.
  7. In the event of my / our bid being declared as successful bid, I/we agree to enter into a Contract Agreement in accordance with the format of the Contract Agreement. I/We agree not to seek any change in the aforesaid format of the Contract Agreement and agree to abide by the same.
  8. I/We certify that:
    - i. I/We have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the subject work or which relates to a grave offence that outrages the moral sense of the community.
    - ii. Neither the bidder nor any of its directors are the subject of criminal or civil proceedings that could be expected to adversely affect its business or its ability to

bid in the present tender.

- iii. No investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees.
- iv. The information provided in this technical bid (including the attachments) as well as the financial bid is true, accurate and complete to the best of my knowledge and belief. Nothing has been omitted which renders such information misleading; and all documents accompanying my/our bid are true copies of their respective originals. I/We shall be liable for disqualification or termination of contract at any stage, if any information/ declaration is found to be incorrect or false. I/We will intimate IHMCL promptly in case of any change in the information submitted as part of this technical bid.
- v. I/We offer the cost of the RFP document and bid Security in accordance with the RFP document as per the details furnished below:

#	Reference No.	Date	Amount (Rs.)	Issuing Bank / Branch
Tender Fee				
Bid Security				

- 9. The documents in original accompanying the bid document have been submitted in a separate envelope as envisaged in the RFP document and marked appropriately.
- 10. I am the Director / Authorized Signatory of the aforesaid company / firm, and I am authorized to sign this bid on behalf of the firm / company. I am submitting this bid after carefully reading all the terms and conditions contained in the RFP document and its addendum/ amendment, if any, and undertake to abide by the same. It is also certified that the bid is being submitted in the prescribed formats without any addition / deviation / alteration and our bid is unconditional.

Yours Sincerely,

Name .....

Designation/ Title of the Authorized Signatory.....

**6.14. Form T-2: Brief Information about the Bidder**

*(To be prepared on letterhead of the Bidder, scanned & uploaded on E-tender portal)*

To,

Chief Operating Officer,  
Indian Highways Management Company Limited,  
G 5&6, Sector-10, Dwarka,  
New Delhi – 110075

Sub.: Request for Proposal for Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas

Ref: RFP No. .... on above subject.

1)

- a) Name of Bidder:
- b) Year of establishment:
- c) Constitution of the bidder entity e.g., Government enterprise, private limited company, limited company, proprietorship / partnership firm etc.
- d) In case of a government enterprise, please indicate as to whether legally and financially autonomous and operate under commercial law.
- e) Name(s) of Directors/ Proprietors/ Partners - Yes/ No/ Not applicable

.....  
.....  
.....

2) Address for correspondence with Telephone/ Fax numbers/ e-mail address:

- (a) Complete postal address:
- (b) Fixed telephone number
- (c) Mobile telephone number
- (d) E-mail address

3) Nam & Address of the Acquirer bank:

- (a) Bank A/c Number
- (b) Branch Address
- (c) IFSC /MICR Code:

- 4) Name of the Statutory Auditor/ Company Secretary/ Chartered Accountant certifying the documents along with his/ her Membership number, if applicable:

Name

Designation of the Authorized Signatory



**6.15. Form T-3 Power of Attorney/Letter of Authorization (as relevant)**

(On non-judicial Stamp Paper of appropriate denomination)

Know all men by these presents, we, ..... (Name of Company and address of the registered

office) do hereby constitute, nominate, appoint and authorize Mr. / Ms. ....  
son/daughter/wife

of..... and presently residing at....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory or 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 selection as the Bidder for "Request for Proposal for Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas" proposed by Indian Highways Management Company Limited, including but not limited to signing and submission of all applications, bid(s) and other documents and writings, and providing information/ responses to IHMCL, representing us in all matters before IHMCL, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with IHMCL in all matters in connection with or relating to or arising out of our Bid for the said Tender and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Signatory or 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 Authorized Representative/ 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 , 2025

For .....

(Signature, name, designation, and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

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

**Notes:**

- a. 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 executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. **The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be duly notarised by a notary public.**
  
- b. Wherever required, the bidder should submit for verification the extract of the charter documents and other documents such as a 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.
  
- c. 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, bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostles certificate.

**6.16. Form T-4 Bidder Annual Turnover**

To,  
 Chief Operating Officer,  
 Indian Highways Management Company Limited,  
 G 5&6, Sector-10, Dwarka,  
 New Delhi – 110075

From  
 Bidder Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

**Sub.: Request for Proposal for Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas**

Ref: RFP No. .... on the above subject.

Dear Sir/Madam,

We hereby certify that the average annual turnover of M/s. \_\_\_\_\_ (name of the bidder) for the last three financial years (ending 31<sup>st</sup> March 2024) is as given below:

Annual Turnover for the last 3 Financial Years (FYs) in Indian Rupees (INR)			
FY 2023-24	FY 2022-23	FY 2021-22	Average

Annual Net worth for the last 3 Financial Years (FYs) in Indian Rupees (INR)			
FY 2023-24	FY 2022-23	FY 2021-22	Positive /Negative as on 31 <sup>st</sup> March 2024

Yours Sincerely,

(Signature of Statutory Auditor/CA)

Name of the Statutory Auditor/CA:

Name of the Statutory Auditor Firm/CA:

Seal:

**6.17. Form T-5 Format of Submission of Work Experience/Technical Strength**

To,

Chief Operating Officer,  
 Indian Highways Management Company Limited,  
 G 5&6, Sector-10, Dwarka,  
 New Delhi – 110075

**Sub.: Request for Proposal for Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas**

**Ref: RFP No. .... on above subject.**

Client Details Client Name: ..... Address: ..... ..... Name of Contact Person: ..... Contact No. ..... Contact E-mail ID. ..... <b>(Official e-mail ID)</b>		Name of Work / Project
		Location:
		Approximate Value of Work / Project (INR)- (Equivalent in INR as per current Exchange rates) excluding GST
Start Date		Present Status of Project (as per the Biddersmandate)
Completion Date		
Present Status		
Details of Project		
Application Users		
Name of Persons Deployed (Key Persons only)		
Detailed features of Project Executed:		

--

Name .....

Designation/ Title of the Authorized Signatory.....

Bidder Signature .....

Dated: .... / ...../2025

*Note: Bidder should submit relevant details of each project in this format and should enclose:*

- i) Go-live / acceptance / completion Certificate issued by the customer; and*
- ii) Work Order / Purchase order / Copy of contract / Letter of Award highlighting detailed scope of project implemented within the last **10 years** prior to the Bid due date as proof for the same.*

**6.19. Form T-6 Submission of Detailed Methodology and Work Plan**

To,

Chief Operating Officer,  
 Indian Highways Management Company Limited,  
 G 5&6, Sector-10, Dwarka,  
 New Delhi – 110075

**Sub.: Request for Proposal for Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas**

Ref: RFP No. .... on above subject.

**NOTE:**

- i. **Submission under this item is subject to evaluation under technical bid, while giving information, the bidders are advised to strictly focus and address the topic/sub-topic as asked for in a structured manner. Any superfluous submission shall be at bidders' risk.**
- ii. **IHMCL/IHMCL's Representative may seek clarification on any of the submission made by the bidder in form T-6. Any superfluous submission or inconsistent clarification with respect to site condition, is liable to make the bid non-responsive.**

Dated: .... /.... /2025

i. System design document for Development and Operations & Maintenance of Audit Camera System:

.....  
 .....  
 .....

ii. Methodology of implementation:

S. No	Toll Plaza Name	Location for Placement of Camera (Gantry/ Pole/ Canopy)	Number of ANPR Cameras for each lane	Edge based computing or streaming protocols such as RTSP or equivalent	Solution capable of performing independent counting and classification, in case offline video is provided by IHMCL


iii. Delivery Schedule and Time schedule to complete the entire work supported with bar chart, including the civil works:

.....  
 .....  
 .....

iv. Software specs, and Brochure of all major components (hardware & software):

S. No.	Equipment Name	
	ANPR Camera	
	..	
	..	
	..	

v. Any other aspects the Bidder may wish to add:

.....  
 .....  
 .....

vi. System Design (Hardware and Software) proposed.

.....  
 .....  
 .....

vii. Total manpower being proposed as per design by designation.

.....  
 .....  
 .....

(Name and Signature of the Bidder)

**6.20. Form T-7 Proforma for submitting written queries.**

(To be submitted in excel/editable format only at the given email address [-tenders@ihmcl.com](mailto:-tenders@ihmcl.com))

To,

Chief Operating Officer,  
Indian Highways Management Company Limited,  
G 5&6, Sector-10, Dwarka,  
New Delhi – 110075

**Sub.: Request for Proposal for Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas**

Ref: RFP No. .... on above subject.

Dated: .... /.... /2025

Name of Company: \_\_\_\_\_,

Name of Person \_\_\_\_\_

Contact No. \_\_\_\_\_,

Email Id: \_\_\_\_\_

Sr.No.	Page no. of RFP	Clause	RFP Statement	Query	Remarks



## 6.21. Form T-8 Bank Guarantee for Bid Security

(Refer Clauses 2.2 of General Terms of Bidding in Section -I of RFP)

B.G.No.

Dated:

1. In consideration of you, \*\*\*\*, having its office at \*\*\*\* (hereinafter referred to as the "Authority", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns), having agreed to receive the BID of ..... and having its registered office at (and acting on behalf of its JV) (hereinafter referred to as the "Bidder", which expression shall, unless it be repugnant to the subject or context thereof, include its/their executors, administrators, successors, and assigns), for *Request for Proposal for Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas* (hereinafter referred to as "the Project") pursuant to the RFP Document dated ..... issued in respect of the Project and other related documents, including without limitation the draft contract Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at ..... and one of its branches at ..... (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby, in terms of Clause 2.2 read with Clause 2.3 of the RFP Document, irrevocably, unconditionally, and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. \*\*\*\*\*(Rupees \*\*\*\*\*) only (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest, or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive, and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest, or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of the failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents, including failure of the said Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \*\*\* \*\* (Rupees \*\*\* \*\* only).
4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the

Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

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

11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein; the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. \*\*\* crore (Rupees \*\*\*\*\* only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, or before [\*\*\* (indicated date falling 180 days after the BID Due Date)].
14. This guarantee shall also be operatable at our ..... Branch, New Delhi from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.  
The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of [Ministry/IHMCL/NHIDCL/State PWD/BRO], details of which is as under:

#	Particulars	Details
1.	Name of Beneficiary	Indian Highways Management Company Limited
2.	Name of Bank	Canara Bank
3.	Account No.	8598201006217
4.	IFSC	CNRB0008598

Signed and Delivered by ..... Bank

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

(Signature of the Authorized Signatory)

(Official-Seal)

**6.22. Form T-9 Format of Bank Guarantee  
Performance Security/Additional Performance Security]**

To,

Chief Operating Officer,  
Indian Highways Management Company Limited,  
G 5&6, Sector-10, Dwarka,  
New Delhi – 110075

**Sub.: Request for Proposal for Implementation of Audit Camera System for Vehicle  
Count & Classification at Toll Plazas**

Ref: RFP No. .... on above subject.

WHEREAS:

- (A) \_\_\_\_\_ [name and address of Bidder] (hereinafter called the “**Bidder**”) and Indian Highways Management Company Limited, G-5 & 6, Sector 10, Dwarka, New Delhi - 110075, (hereinafter called the “**Authority**”) have entered into an agreement (hereinafter called the “**Agreement**”) for “Request for Proposal for Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas” subject to and in accordance with the provisions of the Agreement
- (B) The Agreement requires the Bidder to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Implementation Period/ Defects Liability Period and Maintenance Period} (as defined in the Agreement) in a sum of Rs.... cr. (Rupees ..... crore) (the “**Guarantee Amount**”).
- (C) We, ..... through our branch at ..... (the “**Bank**”) have agreed to furnish this bank guarantee (*hereinafter called the “Guarantee”*) by way of Performance Security.

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

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Bidder’s obligations during the {Implementation Period/ Defects Liability Period and Maintenance Period} under and in accordance with the Agreement, and agrees and undertakes to pay to the Authority, upon its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Bidder, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of General Manager in the Indian Highways Management Company Limited, that the Bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final, and binding on the Bank.

The Bank further agrees that the Authority shall be the sole judge as to whether the Bidder is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Bidder is in default shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Bidder, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Bidder for any reason whatsoever.

3. To give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Bidder and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Bidder before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Bidder contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Bidder, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Bidder or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Bidder under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on \*\*\*\*\$. Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee, the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing and declares and warrants that it has

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§ Insert date being 3 (three) years 3 months from the date of issuance of this Guarantee.

the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
12. This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
13. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of IHMCL, details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	Indian Highways Management Company Limited
2.	Name of Bank	Canara Bank
3.	Account No.	8598201006217
4.	IFSC Code	CNRB0008598

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by: (Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.

- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

## 7.10. Form T-10 – Consortium Agreement

### DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper of INR 100 duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2025 at [Place] among \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") and having office at [Address], India, as Party of the First Part and \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_") and having office at [Address], as Party of the Second Part and \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_").

The parties are individually referred to as Party and collectively as Parties.

WHEREAS, Indian Highways Management Company Limited (IHMCL) has issued a Request for Proposal for Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
  - a. Submit a response jointly to Bid for the "Request for Proposal for Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas" as a Consortium.
  - b. Sign Contract in case of award.
  - c. Provide and perform the supplies and services which would be ordered by the Purchaser pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Purchaser for "Request for Proposal for Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas" for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- iii. The Parties shall be jointly and severally responsible and bound towards the Purchaser for the performance of the works in accordance with the terms and conditions of the BID document, and Contract. -



- iv. ----- (Name of Party) shall act as Lead Member of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
  - a. To ensure the technical, commercial and administrative co-ordination of the work package
  - b. To lead the contract negotiations of the work package with IHMCL.
  - c. The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
  - d. In case of an award, act as channel of communication between the Purchaser and the Parties to execute the Contract

v. That the Parties shall carry out all responsibilities as Implementation Agency in terms of the Project Agreement.

vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A: \_\_\_\_\_

Party B: \_\_\_\_\_

vii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.

viii. That this MoU shall be governed in accordance with the laws of India and courts in New Delhi shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

Signature of Authorized Representatives

(Party of the first part)

(Party of the second part)

Witness:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

Date

Place

**7.11. Form T-11 - Deleted**

**7.12. Form-T:12 Format for the declaration of non-Blacklisting**

**DECLARATION – non-blacklisting**  
**(By Authorized signatory on company letter head)**

To,

Chief Operating Officer,  
Indian Highways Management Company Limited,  
G 5&6, Sector-10, Dwarka,  
New Delhi – 110075

**Sub.: Request for Proposal for Implementation of Audit Camera System for Vehicle  
Count & Classification at Toll Plazas**

Ref: RFP No. .... on above subject.

I /We hereby declare that \_\_\_\_\_, as on the date of bid submission, has not been blacklisted or debarred in the last three years for the work performed by it and is not under blacklisting period /active debarred list by \_\_\_\_\_or any of the Central or State Government Organization / Public Sector Undertaking / Autonomous Body in India or abroad.

I/We hereby declare that we do not have any NCLT/Court proceedings for Insolvency, bankruptcy, or determined nonperforming, or having been terminated on any project within last Five years as on bid due date by Ministry of Road Transport & Highways, Government of India or its executing agencies like IHMCL, NHIDCL etc. or any other Ministry / PSU / State / Central Government or its Department/ Enforcement agencies/ Autonomous Body etc.

Signed: (insert signature of person whose name and capacity are shown)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

**7.13. Form-T:13 – Format for the declaration of No conflict of interest**

**DECLARATION – No-Conflict of Interest**

***(By Authorized signatory on company letter head)***

To,

Chief Operating Officer,  
Indian Highways Management Company Limited,  
G 5&6, Sector-10, Dwarka,  
New Delhi – 110075

**Sub.: Request for Proposal for Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas**

Ref: RFP No. .... on above subject.

I /We hereby declare that \_\_\_\_\_, neither we nor our parent, subsidiary, or sister concern, have been engaged as a System Integrator by NHAI, IHMCL, or any Concessionaire/ Contractor for Toll Management System (TMS) at NHAI user fee plazas that are either under implementation or in Operation and Maintenance phase as on the RFP release date.

I/We further undertake that we shall not be take up projects pertaining to system integration for TMS or Multi-Lane Free Tolling project for NHAI user fee plazas during the Contract Period.

Additionally, I/We hereby undertake that neither we nor any associated entity, including those with common directors, are engaged in toll operations, such as toll collection at NHAI user fee plazas.

Signed: (insert signature of person whose name and capacity are shown)

Name: (insert complete name of person signing the Bid)

**7.14. Form-T:14 – (DELETED)**

**7.15. Form T-15 – Format for Summary of Project Experience**

**(IMPORTANT - The Evaluation of bidder shall be done based on the credentials provided in the form respective to Technical Criteria)**

Name of Bidder - \_\_\_\_\_

Sl. No.	Name of Project	Client Name	Contract Value of Project (in Rs. Cr)	Start Date of Work	Completion Date of Work	Status (Completed/Ongoing)	Reference for Documentary Evidence to the Technical Proposal/Bid Submitted (Page no., Document name)

**7.16. Form T-16: Curriculum Vitae (CV) of Proposed Resource**

1.	Proposed position				
2.	Name of firm				
3.	Name of staff	[First] [Middle] [Surname]			
4.	Date of birth	[]			
5.	Nationality				
6.	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]			
	Name of Institution	Degree(s) / Diploma(s) obtained		Year	
7.	Membership of Professional Organizations				
8.	Training & Publications	[Indicate significant training since education degrees (under 5) were obtained]			
9.	Countries of Work Experience	List countries where staff has worked in the last 10 years)			
10.	Languages	Language	Proficiency (Good/ Fair/ Poor)		
			Speaking	Reading	Writing
		English			
11.	Employment record [Starting with	Name of Organization	Position held	Duration	

	<p>present position, list in reverse order every employment held by staff member since graduation]</p>			
12.	<p>Details of tasks Assigned</p>			
13.	<p>Work Undertaken that Best Illustrates Capability to Assigned Handle the Tasks Assigned</p>	<p>[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned]</p>		
	<p>Name of assignment or project:                      Year:                      Location:                      Client:                      Project Cost:                      Main project features:                      Positions held:                      Activities performed:</p> <p>Name of assignment or project:                      Year:                      Location:                      Client:                      Project Cost:                      Main project features:                      Positions held:                      Activities performed:</p>			
14.	<p>Certification</p>			



<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p>	
<p>Signature Date: [dd/mm/yyyy] Name of staff member:</p>	<p>Signature Date: [dd/mm/yyyy] Name of Authorized Signatory:</p>

**7.17. Appendix A-Form F-1: Format for Financial Bid Submission\*\***

*(For sample only, actual Format to be downloaded from e-tender portal for on-line submission)*

To,  
 Chief Operating Officer,  
 Indian Highways Management Company Limited,  
 G 5&6, Sector-10, Dwarka,  
 New Delhi – 110075

**Sub.: Request for Proposal for Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas**

Ref: RFP No. .... on above subject.

**A. For Zone 1**

SI #	Line Items	Unit	Quantity	Unit Rate (in Rs.) Excl GST	Total Amount (in Rs.) excl GST
1	Consolidated capex cost including all hardware infrastructure, software, licenses, cloud services, network connectivity, power back up, warranties, minor requisite civil works at plaza, etc. as per requirement in the RFP for an end-to-end implementation				
1.1	For fee plaza – Up to 8 lanes	plaza	7		
1.2	For fee plaza – 10 – 14 lanes	plaza	26		
1.3	For fee plaza – 16 – 20 lanes	plaza	21		
1.4	For fee plaza – More than 20 lanes	plaza	7		
1.5	MLFF Plaza	plaza	5		
2	Quarterly O&M charges for fee plaza				
2.1	For fee plaza – Up to 8 lanes	Quarter	12		
2.2	For fee plaza – 10 – 14 lanes	Quarter	12		
2.3	For fee plaza – 16 – 20 lanes	Quarter	12		

2.4	For fee plaza – More than 20 lanes	Quarter	12		
2.5	MLFF Plaza	Quarter	12		
<b>“Total Quoted Value” for the Zone (excl GST)</b>					

**B. For Zone 2**

SI #	Line Items	Unit	Quantity	Unit Rate (in Rs.) Excl GST	Total Amount (in Rs.) excl GST
1	Consolidated capex cost including all hardware infrastructure, software, licenses, cloud services, network connectivity, power back up, warranties, minor requisite civil works at plaza, etc. as per requirement in the RFP for an end-to-end implementation				
1.1	For fee plaza – Up to 8 lanes	plaza	9		
1.2	For fee plaza – 10 – 14 lanes	plaza	31		
1.3	For fee plaza – 16 – 20 lanes	plaza	9		
1.4	For fee plaza – More than 20 lanes	plaza	1		
1.5	MLFF Plaza	plaza	5		
2	Quarterly O&M charges for fee plaza				
2.1	For fee plaza – Up to 8 lanes	Quarter	12		
2.2	For fee plaza – 10 – 14 lanes	Quarter	12		
2.3	For fee plaza – 16 – 20 lanes	Quarter	12		
2.4	For fee plaza – More than 20 lanes	Quarter	12		
2.5	MLFF Plaza	Quarter	12		
<b>“Total Quoted Value” for the Zone (excl GST)</b>					

**C. For Zone 3**

SI #	Line Items	Unit	Quantity	Unit Rate (in Rs.) Excl GST	Total Amount (in Rs.) excl GST
1	Consolidated capex cost including all hardware infrastructure, software, licenses, cloud services, network connectivity, power back up, warranties, minor requisite civil works at plaza, etc. as per requirement in the RFP for an end-to-end implementation				
1.1	For fee plaza – Up to 8 lanes	plaza	7		
1.2	For fee plaza – 10 – 14 lanes	plaza	32		
1.3	For fee plaza – 16 – 20 lanes	plaza	8		
1.4	For fee plaza – More than 20 lanes	plaza	3		
1.5	MLFF Plaza	plaza	5		
2	Quarterly O&M charges for fee plaza				
2.1	For fee plaza – Up to 8 lanes	Quarter	12		
2.2	For fee plaza – 10 – 14 lanes	Quarter	12		
2.3	For fee plaza – 16 – 20 lanes	Quarter	12		
2.4	For fee plaza – More than 20 lanes	Quarter	12		
2.5	MLFF Plaza	Quarter	5		
	<b>“Total Quoted Value” for the Zone (excl GST)</b>				

**Note:**

- i. A Bidder can bid for one or more Zones.
- ii. No financials should be a part of technical bid. If any form of financial bid/indication is mentioned in the technical bid, IHMCL shall summarily reject the bid

PART-III  
**DRAFT FORM OF CONTRACT AGREEMENT**

**1.1.DRAFT CONTRACT AGREEMENT**

No. ....

This Contract Agreement (hereinafter called the “Contract”) is made on this \_\_\_\_ day of the month of \_\_\_\_\_, 2025

**BETWEEN**

Indian Highways Management Company Limited (IHMCL), incorporated under Companies Act 1956, and having its head office at G 5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the “IHMCL”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the first part.

**AND**

M/s \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at \_\_\_\_\_ (hereinafter referred to as the “Implementation Agency” which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the OTHER PART.

**WHEREAS**

- a) The Implementation Agency, in the ordinary course of its business, is engaged in providing similar services to their clients, and have represented to IHMCL through their bids, against Request for Proposal for Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas that they have the required experience, professional skills, personnel and technical resources to provide the required Services.
- b) on the basis of the said Tender, IHMCL has adjudged the Bidder as a Implementation Agency and issued Letter of Award (LoA) No. .... dated. \_\_.2025 for the same.
- c) the Bidder has agreed through their letter of acceptance No ..... dated ..... to provide the said Services on the terms and conditions set forth in this Contract Agreement and has also submitted performance bank guarantee equivalent to .....(Rs .....) such that it remains valid until one year beyond completion of the contract.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Contract Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. The mutual rights and obligations of the Implementation Agency and IHMCL shall be as set forth in this Contract Agreement, in particular:
  - i. The Bidder shall carry out the Services in accordance with the provisions of the Contract and Good Industry Practice; and
  - ii. IHMCL shall make payments to the Bidder in accordance with the provisions of the Contract.
2. The following schedules/ appendices shall be deemed to form and be read and construed as part of this Contract Agreement viz.

<b>General Conditions of Contract</b>	
Schedule A:	The Site
Schedule B:	Design, Development, and Operations of Centralized ITS Monitoring and Advanced Data Analytics Center
Schedule C:	Standards & Technical Specifications
<b>Appendices:</b>	
Appendix A	Copy of Financial Bid of the Successful Bidder
Appendix B	Letter of Acceptance submitted by the Successful Bidder
Appendix C	Letter of Acceptance submitted by the Successful Bidder
Appendix D	Copy of the Performance Security submitted by the Bidder including copies of confirmation provided by the respective bank.
Appendix E	Copy of the Technical Bid and/or any subsequent correspondence of the Successful Bidder/ IHMCL
Appendix F	Copy of RFP Document and subsequent amendment / addendum including Minutes of Pre-bid Meeting if any

IN WITNESS WHEREOF, the parties hereto have caused this Contract Agreement to be executed by their respective authorized representatives on the day and year first before written.

FOR AND ON BEHALF OF

(Indian Highways Management Company Limited)(Authorized Representative)

Name: \_\_\_\_\_ Designation \_\_\_\_\_

Indian Highways Management Company Limited  
G-5&6, Sector – 10, Dwarka

New Delhi – 110075

FOR AND ON BEHALF OF

(M/s \_\_\_\_\_)  
(Authorized Representative)

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

M/s \_\_\_\_\_

Address: \_\_\_\_\_

In the presence of following witnesses:

Name: \_\_\_\_\_

Designation \_\_\_\_\_

Indian Highways Management Company Limited

G-5&6, Sector – 10, Dwarka

New Delhi – 110075

Name: \_\_\_\_\_

Designation \_\_\_\_\_

Indian Highways Management Company Limited

G-5&6, Sector – 10, Dwarka

New Delhi – 110075

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

M/s \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

M/s \_\_\_\_\_

Address: \_\_\_\_\_



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## 1.2. GENERAL CONDITIONS OF CONTRACT

### 1.2.1. Definition

The words and expressions beginning with capital letters and defined in this Contract Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules annexed hereto. Words used in capitals and not defined herein but defined in the RFP shall have the meaning as ascribed thereto in the RFP.

### 1.2.2. Interpretation

1.2.2.1. In this Contract Agreement, unless the context otherwise requires,

- a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or can apply to any transaction entered hereunder.
- b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted.
- c) references to a “**person**” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether having separate legal personality) of two or more of the above and shall include successors and assigns.
- d) the table of contents, headings or sub-headings in this Contract Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract Agreement.
- e) the words “**include**” and “**including**” are to be construed, without limitation and shall be deemed to be followed by “**without limitation**” or “**but not limited to**” whether they are followed by such phrases.
- f) any reference to any period shall mean a reference to that according to Indian Standard Time.
- g) references to a (“day” or “**business day**”) shall be construed as a reference to all days of the year.
- h) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar.
- i) references to any date, period or time shall mean and include such date, period or time as may be extended pursuant to this Contract Agreement.

- j) any reference to any period commencing “**from**” a specified day or date and “**till**” or “**until**” a specified day or date shall include both such days and dates; provided that if the last day of any period computed under this Contract Agreement is not a business day, then the period shall run until the end of the next business day.
- k) the words importing singular shall include plural and vice versa.
- l) “**lakhs**” means a hundred thousand (100,000) and “**crore**” means ten million (10,000,000).
- m) references to the “**winding-up**”, “**dissolution**”, “**insolvency**”, or “**reorganization**” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors.
- n) save and except as otherwise provided in this Contract Agreement, any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of IHMCL hereunder or pursuant hereto in any manner whatsoever;
- o) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Contract Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise.
- p) the Schedules and Recitals to this Contract Agreement form an integral part of this Contract Agreement and will be in full force and effect as though they were expressly set out in the body of this Contract Agreement.
- q) References to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Contract Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Contract Agreement and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Contract Agreement or of the Schedule in which such reference appears; and
- r) the damages payable as set forth in this Contract Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “**Damages**”).
- s) “Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include amendments, modifications to or any re-enactment thereof as in force from time to time.

- t) **“SYSTEM”** means “Implementation of Audit Camera System for Vehicle Count & Classification at Toll Plazas” as defined in the scope of this RFP
- u) **“Effective Date”** shall mean date of this Contract Agreement.
- v) **“Uptime”** refers to the duration during which equipment or system is actively functioning, operating, and ready to execute its intended tasks effectively, meeting the operational characteristics as defined in the RFP document, without encountering significant interruptions or failures.
- w) **“Downtime”** refers to the period during which equipment or system is either non-functional or not actively operating to execute its intended tasks effectively, thus failing to meet the operational characteristics outlined in the RFP document due to significant interruptions or failures.
- x) **“Implementation Agency” “Contractor” and “Service Provider”** mean the Successful Bidder who has executed the contract with IHMCL and has complied with other requirements as specified in this RFP to the satisfaction of IHMCL.

1.2.2.2. Any word or expression used in this Contract Agreement shall, unless otherwise defined or construed in this Contract Agreement, bear its ordinary English meaning, and, for these purposes, the General Clauses Act 1897 shall not apply.

### 1.2.3. Definitions

The definitions mentioned in the RFP is referred from the Section under “Definitions” in the RFP.

### 1.2.4. Arithmetic conventions

All calculations should be rounded to two decimal places. If the third digit after the decimal point is 5 or higher, the same shall be rounded up. If the third digit is less than 5, the same shall be rounded down.

### 1.2.5. Priority of Agreements, Clauses, and Schedules

1.2.5.1. In case of inconsistency between the provisions of this Contract Agreement and the RFP, the terms of this Contract Agreement shall prevail to the extent of such inconsistency.

1.2.5.2. In case of ambiguities or discrepancies within this Contract Agreement, the following shall apply:

- (a) between two or more Clauses of this Contract Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses.
- (b) between any two Schedules/Articles, the Schedule / Article relevant to the issue shall prevail.
- (c) between the written description on the drawings/design documents, if any, and the Specifications and Standards, the latter shall prevail; and
- (d) between any value written in numerals and that in words, the latter shall prevail.

### 1.2.6. Scope of Work

Under this Agreement, the scope of the Project shall mean and include:

1. Design, Development, and Operations of Centralized ITS Monitoring and Advanced Data Analytics Center specified on Schedule- A with the provision of Requirement as specified in Schedule-B in conformity with the Specifications and Standards set forth in Schedule-C.
2. Operations & maintenance in accordance with the provisions of this Agreement and in conformity with the requirements set forth in Schedule B and Schedule-C; and
3. Performance and fulfilment of all other obligations of the Implementation Agency in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Implementation Agency under this Agreement.
4. **Data Security and Protection:** The Bidder shall ensure robust data security and protection measures in compliance with Government of India guidelines, including but not limited to the Information Technology (IT) Act 2000 and the Digital Personal Data Protection (DPDP) Act 2023, to safeguard user data, prevent unauthorized access, and maintain the integrity and confidentiality of all collected information.

### 1.2.7. Relationship between the Parties

Nothing in this Contract Agreement shall be interpreted to establish a relationship of master and servant or principal and agent between IHMCL and the Bidder. The Bidder, while performing the Services under this agreement, shall have full authority and responsibility over its personnel and representatives. The Bidder shall be solely accountable for the remuneration and statutory compliance concerning its employees, contractors, or representatives. IHMCL shall bear no liability with respect to the Bidder's personnel or representatives, and the Bidder shall indemnify IHMCL against any claims, liabilities, or obligations arising from such relationships.

### 1.2.8. Governing Law and Jurisdiction

This Contract Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Contract Agreement.

### 1.2.9. Language

This Contract Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract Agreement.

#### **1.2.10. Effectiveness of Contract**

This Contract Agreement shall come into effect on the date the Contract is signed by both the Parties. The date, the Contract comes into effect is defined as the Effective Date.

#### **1.2.11. Commencement of Services**

The Bidder shall commence the services from the date of signing of Contract Agreement with IHMCL or receipt of Commencement notice from IHMCL whichever is earlier.

#### **1.2.12. Duration and Extension of Contract**

- 1) The term of this Contract Agreement shall be 3 (Three) years for Operation and Maintenance (O&M) and 6 (six) months for the design, development & implementation of all Modules, starting from the Effective Date.
- 2) The period of engagement may be extended by additional 2 year, under the same terms and conditions of the Contract Agreement, subject to the satisfactory performance of the Bidder and at the sole discretion of IHMCL.

#### **1.2.13. Assignment**

This Contract Agreement shall not be assigned by the Bidder to any person / agency except with the prior consent in writing of IHMCL and IHMCL shall be entitled to decline without assigning any reason whatsoever. Notwithstanding anything to the contrary contained in this Contract Agreement, IHMCL may, after giving 30 days' notice to the Bidder, assign and/ or transfer any of its rights, benefits and/or obligations under this Contract Agreement to an assignee who is, in the reasonable opinion of IHMCL, capable of fulfilling all IHMCL's then outstanding obligations under this Contract Agreement.

#### **1.2.14. Severability**

If for any reason whatsoever any provision of this Contract Agreement is or becomes invalid, illegal or unenforceable, or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Contract Agreement or otherwise.

#### **1.2.15. Notices**

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Any notice, request or consent required or permitted to be given or made pursuant to this Contract Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified below. The mode of service of any notice shall be either courier or registered post or e-mail or fax or by hand.

The addresses for service of Notice shall be:

IHMCL: Chief Operating Officer

Address: Indian Highways Management Company Limited, G-5&6, Sector-10, Dwarka, New Delhi - 110075

E-mail: [tenders@ihmcl.com](mailto:tenders@ihmcl.com) & [coo@ihmcl.com](mailto:coo@ihmcl.com)

Bidder: .....

Attention: .....

Address: .....

E-mail: ...

### 1.2.16. Time Schedule

The Implementation Agency (IA) shall be responsible for the implementation of the project within the timelines as indicated in the table below:

SI #	Project Milestones	Timelines
1.	Signing of Contract Agreement	T
2.	Submission of detailed project plan document	T + 1 week
3.	Phase 1 - Pilot of the Proposed solution at 2 fee plazas	T + 1.5 months
4.	Phase 2- Roll-out of the proposed solution at all remaining user fee plazas in the awarded Zone, post validation of the Pilot outcomes, vis-à-vis RFP requirements, by IHMCL ( <b>“Go-Live”</b> )	T + 6 months
5.	Operations & Maintenance Period	3 years from date of Go-Live

### **1.2.17. Damages**

#### 1.2.17.1. Damages for Delay in completion of work

Refer to Section Service Level Agreements (SLA), in the RFP Schedule C.

#### 1.2.17.2. Extension of Time (EOT)

- a. The Implementation Agency may request an extension of time beyond the binding completion schedule if it encounters unforeseen circumstances or events beyond its control that materially and significantly impact its ability to meet the deadline.
- b. The Implementation Agency shall submit a written request for the extension, detailing the reasons for the delay and providing supporting documentation, to IHMCL within a reasonable time frame after becoming aware of the delay.
- c. IHMCL shall review the extension request and may grant an extension if it deems the reasons provided by the Implementation Agency to be valid and justifiable.
- d. If the Implementation Agency fails to request an extension of time within thirty (30) days from the date of occurrence of the delay-causing event or if the delay is not attributable to reasons beyond its control, the request of the Implementation Agency will not be considered by IHMCL.
- e. The Implementation Agency shall not be entitled to any extension of time or relief from damages for delays caused by its own negligence, inadequate planning, insufficient resources, or failure to adhere to project timelines.
- f. The decision of IHMCL regarding extension requests and imposition of damages shall be final and binding on the Implementation Agency, subject to dispute resolution mechanisms as outlined in the Contract Agreement

### **1.2.18. Payments**

- i. Payments will be made in Indian Rupees only.
- ii. The IA shall submit invoices to IHMCL on a monthly basis.
- iii. Within 30 days of receiving invoices from the IA, IHMCL may release payment to the IA after deduction of penalty/damage, if any.

### **1.2.19. Payment Terms**

- a) The payment shall be released as follows:

Milestone	Project Milestones	Timelines	Supporting Documents required
Milestone 1	Successful Pilot of the Proposed solution conducted at identified fee plazas	10% of Total Price	Communication from IHMCL/PIU on the successful completion of Pilot.
Milestone 2	Go-Live of the proposed solution at allocated user fee plazas in the awarded Zone	40% of Total Price	Communication from IHMCL/PIU on the successful Go-Live
Milestone 3	O&M Phase for 3 years	50% of Total Price in 12 equal quarterly instalments	Monthly/Quarterly MIS Project reports and Analyses.

### 1.2.20. Change of Scope

a) The Implementation Agency shall be entitled for additional payment over and above the Contract Price in case of Change of Scope Order is given by IHMCL. Change of Scope will be initiated in the following cases only after written instructions from IHMCL or its representative:

b) Change of Scope and Pro-Rata Payment

In the event of a Change of Scope Order issued by IHMCL, the Implementation Agency (IA) shall be entitled to additional payment over and above the Contract Price. Such a Change of Scope will be applicable only upon written approval from IHMCL and shall be initiated under the following circumstances:

- i. Any new **Toll Plaza added under scope of work** of this RFP, beyond the number of projects specified in Schedule-A, will be considered a Change of Scope.
- ii. The IA shall undertake the additional work only after receiving formal written instructions from IHMCL or its designated representative.

c) Clarification on Change of Scope and Standard Responsibilities

- i. Activities such as addition in number of cameras to meet the SLA, software upgrades, report development or customization, data analysis, system optimization, routine troubleshooting, and performance tuning are considered part of the standard operational responsibilities under the existing contract. These tasks are inherent to the regular maintenance, enhancement, and reporting functions of the project and do not represent significant changes or expansions to the original project deliverables. Therefore, they shall not be treated as a Change of Scope, and no additional payment will be made for these activities.



- ii. For any work that qualifies as a Change of Scope, as outlined in the contract, the cost estimate shall be determined through mutual agreement, following Good Engineering Practices.
- d) Upon receipt of written instruction from IHMCL or its representative, the bank shall submit the Change of Scope proposal within 15 days duly including the estimate, design drawing of the work along with functional and technical specifications and time required for completion of the additional work, to IHMCL or its representative for issue of the Change of Scope Order.

#### **1.2.21. Change Control Note (CCN)**

- a) This applies to and describes the procedure to be followed in the event of any proposed change to contract, site Implementation, and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services provided by Implementation Agency and changes to the terms of payment.
- b) Change requests in respect of the contract, the site implementation, or the Service levels shall emanate from the Parties' representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process. CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the IHMCL.
- c) Implementation Agency and Authority while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required.
- d) The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.

#### **1.2.22. Project Administration**

The Chief Operating Officer, IHMCL shall be administrator of the Contract. For acceptance and finalization of the services and of other deliverables IHMCL/NHAI may appoint a Supervision Consultant or any official of IHMCL/NHAI to act on its behalf.

#### **1.2.23. Audit**

IHMCL/NHAI at its sole discretion may conduct regular /forensic audit of the services under this Contract Agreement. The Bank shall cooperate and provide all required documentation, access to IT system during such audit, failing which, it shall be considered as breach of Contract Agreement on part of Bidder under Clause No. 1.2.32.

#### **1.2.24. Fraud and Corruption**

##### **1.2.24.1. Definitions**

It is IHMCL's policy that IHMCL as well as bidder observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, IHMCL defines, for the purpose of this provision, the terms set forth below as follows:

- i. “Corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.
- ii. “Fraudulent practice” means a misrepresentation or omission of facts to influence a procurement process or execution of a contract with IHMCL; and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive IHMCL of the benefits of free and open competition.
- iii. “Collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of IHMCL, designed to establish prices at artificial, non-competitive levels.
- iv. “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.
- v. “Unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was not agreed to; and
- vi. “Restrictive practices” means forming a cartel or arriving at any understanding or arrangement among bidder(s) with the objective of restricting or manipulating a full and fair competition in the bidding process.

**1.2.24.2. Measures to be taken by IHMCL.**

- a) IHMCL may terminate the contract if it determines at any time that representatives of the Bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Bidder having taken timely and appropriate action satisfactory to IHMCL to remedy the situation; and
- b) IHMCL may also sanction against the Bidder, including blocklisting or declaring the Bidder ineligible, either indefinitely or for a stated period, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or executing a contract with IHMCL.

**1.2.25. Confidentiality of the Assignment/Findings**

- (a) During the term of this Contract Agreement and for three years following its expiration or termination, the Bidder shall not divulge or authorise the disclosure of the services, this Contract Agreement, or the business or operations of IHMCL to a third party without IHMCL's prior written consent. This excludes its agents, consultants, or sub-contractors (SI) who require the information for the purpose of performing its duties under the Contract Agreement. The Bidder must ensure that such agents, consultants, or sub-contractors (SI) are bound to preserve the complete confidentiality of any Proprietary and Confidential Information of IHMCL.

- (b) The Bidder and its personnel shall use such Proprietary Information only for the purpose for which it was disclosed and shall not use or exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of the IHMCL. Without limitation of the foregoing, Bidder shall not cause or permit reverse engineering of any Proprietary Information or recompilation or disassembly of any information or software programmes that are part of the Proprietary Information received by it under this Contract Agreement. For the purposes of this Contract Agreement - Proprietary Information shall include, but not be limited to, strategies, official secrets, actual and anticipated research, developments or plans, services, software, source codes, inventions, processes, discoveries, formulas, architectures, concepts, ideas, designs, drawings, personnel, financial information, demonstrations, operations, records, assets, technology, data, and information derived, whether existing or derived or analysed out of the information made available to the Bidder in the form of raw data or reports, in any form whatsoever.
- (c) The Bidder alone shall be responsible for ensuring the maintenance of confidentiality as contemplated above and shall be responsible for employing sufficient measures to prevent any unauthorised access to the Proprietary Information.

**1.2.26. Insurance cover to be maintained.**

- (a) The Bidder shall ensure proper insurance coverage of all the equipment, materials, establishment against fire, theft, vandalism or any other perceived risk(s) / natural disaster etc. during the entire duration of the contract period.
- (b) In addition to material and equipment, the Bidder shall also ensure to have adequate insurance for all its personal working/ deployed under this Contract Agreement. The insurance shall also fully cover the personnel / workers / laborers of sub-contractors (SI). In case any worker / laborer claim is not covered by the insurance company, the Bidder shall be responsible for covering the entire expenses for medical, transportation, wages, compensation etc. of the personnel in case of any incident / accident/ mishap / death, or a claim by the third party etc. Suitable compensation shall be paid by the Bidder to the personnel deployed at the project in case of any incident / accident/ mishap / death, etc. if any happened on the site/ project or in transit, irrespective of thereason. Hence the insurance policy shall be comprehensive and shall cover all types of risks and compensation.
- (c) The Bidder shall fully indemnify IHMCL against any damage/ loss of property or personnel of Bidder working on any site under this Contract Agreement.
- (d) The Bidder shall submit copies of the insurance policies to IHMCL within 15 days of issuance of LOA, and renewal policy within 15 days of the expiration of the policy until the end of the Contract period. A penalty of INR 10,000 shall be levied on the Bidder for each working day from the due date of submission or expiry of the insurance policy documents till the actual date of submission.

**1.2.27. Labour Laws**

- (a) The Bidder shall obtain all relevant labour registrations and comply with all relevant labour laws applying to its employees and shall duly pay them and afford them all their legal rights.
- (b) The Bidder shall make all deductions of tax at source and all contributions to the Payment of Gratuity, Provident Fund (including Employees' contribution) and Employees' State Insurance Scheme as may be required by Applicable Laws and deposit the aforesaid contributed amount with the appropriate authority/(s).
- (c) The Bidder shall require all personnel engaged in the work to obey all Applicable Laws and regulations. The Bidder shall permit the Authority to witness labour payments for the Bidder direct labour or the sub-contractors'(SI) labour. The Bidder shall ensure that all its sub-contractors (SI) strictly comply with all labour laws.
- (d) Documentary evidence confirming the above compliance, as may be required from time to time, shall be provided to the IHMCL's Representative.
- (e) IHMCL shall not be liable for any delay or default of the Bidder in compliance with the labour laws.

#### **1.2.28. No partnership**

This Contract Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties, or to impose any partnership obligation or liability upon either Party and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or act as an agent or representative of, or to otherwise bind, the other Party.

#### **1.2.29. Intellectual Property Rights**

All Intellectual Property of the respective Parties shall continue to vest with the respective Party and one Party may make use of the Intellectual Property only with the express consent of the other Party. However, it is agreed and acknowledged by the Bidder that intellectual property rights in the Proprietary Information as well as any other data or information/ reports generated during the performance of services contemplated herein by the Bidder shall always vest with IHMCL and Bidder or its employee, agent, official, sub-contractor (SI) will not have any right in such IPR whatsoever.

#### **1.2.30. Force Majeure**

In the event that either party "**Affected Party**" is unable to perform its obligations under this Contract Agreement, despite its best effort, due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, government actions/ policies, acts of military authority, public disorder, riots, embargoes, epidemics, insurrections, civil commotion, war, enemy actions or other unforeseeable events, which substantially/materially bars or affect the performance of obligations by such event (hereinafter referred to as "**Force Majeure Event**"), then the Affected Party shall not be considered in default of performance of its obligations under the terms of this Contract Agreement. The Bidder will be solely responsible to complete

the risk assessment and ensure implementation of adequate security hygiene, best practices, processes, and technology to prevent any breach of security and any resulting liability therefrom (wherever applicable).

**1.2.30.1. Reporting of Force Majeure**

If a Force Majeure Event arises in the aforesaid manner, the Affected Party shall within maximum 24 hours notify the other Party in writing of such condition and the cause thereof. However, in case the Bidder claims to have suffered a Force Majeure Event, the Bidder shall continue to perform its obligations under this Contract Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance, unless otherwise directed by IHMCL.

**1.2.30.2. Mitigate the Force Majeure Event**

Upon occurrence of Force Majeure Event, the Affected Party shall immediately take steps as are reasonably necessary to remove the causes resulting in Force Majeure if within its control and to mitigate the effect thereof. Any costs incurred and attributable to such event or curing of the Force Majeure Event shall be solely borne by the Affected Party.

**1.2.31. Dispute Resolution**

Refer to dispute resolution section of the RFP.

**1.2.32. Events of default by the Bidder**

The failure on the part of the Bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the Bidder. The events of default as mentioned above may include inter-alia of the following:

- a. the Bidder fails to provide, extend, or replenish the Performance Security in accordance with this Agreement.
- b. the Bidder abandons or manifests intention to abandon the implementation or O&M of the Project without the prior written consent of the Authority.
- c. the Project Completion Date does not occur within the period specified in RFP Clause 1.2.12 for the Scheduled Completion Date, or any extension thereof accorded under Clause 1.2.12. point no 2.
- d. the Bidder fails to rectify any Defect, the non-rectification of which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the Authority.

- e. Deleted
- f. the Bidder creates any Encumbrance in breach of this Agreement.
- g. an execution levied on any of the assets of the Bidder, or if a trustee or receiver is appointed for the Bidder or for the whole or material part of its assets that has a material bearing on the performance of the Bidder under the Contract Agreement.
- h. the Bidder is adjudged bankrupt or insolvent, has been, or is in the process of being liquidated, dissolved, wound-up.
- i. the Bidder has been or is in the process of being amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect or would be in breach of the terms of the Contract Agreement.
- j. any representation or warranty of the Bidder herein contained which is, as of the date hereof, found to be false or that the Bidder is at any time hereafter found to be in breach or non-compliance thereof.
- k. the Bidder submits to the Authority any statement, notice or other document, in written or electronic form, which contains false contentions/ information and can potentially adversely impact the Authority's rights, obligations or interests if accepted on its face value.
- l. the Bidder has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement.
- m. the Bidder commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the IHMCL.
- n. In case bidder fails to complete Hand Overtake Over (HOTO) activities during the contract period, as per Clause 1.2.36.
- o. The bidder's refusal to allow or failure to support the conduct of a forensic audit or IT system audit of their system.
- p. Gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission, or other thing of value, as an inducement or reward:
  - i. for doing or forbearing to do any action in relation to the Contract, or
  - ii. for showing or forbearing to show favour or disfavour to any person in relation to the Contract, or
  - iii. if any of the Bidder's personnel, agents, or sub-contractors (SI) give or offer to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (p). However, lawful inducements and rewards to Bidder's Personnel shall not entitle termination.

### **1.2.33. Consequences of Default**

Where an Event of Default subsists or remains uncured then IHMCL shall be entitled to:

- 1) Impose any such obligations and conditions and issue any clarifications as may be

necessary to inter alia ensure smooth continuation of project and the Services which the Bidder shall be obliged to comply with. The Bidder shall in addition take all available steps to minimize is resulting from such an event of default.

- 2) Notwithstanding anything stated in this Contract Agreement, in the event of any defaults on part of the Bidder, IHMCL shall issue a notice to the Bidder (hereinafter referred to as Cure Period Notice) setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Fifteen (15) days ("Cure Period") to enable such defaulting party to remedy the default committed. If the Bidder fails to cure the default within the Cure Period, as stated in the Cure Period Notice, the Bidder shall be deemed to be in default of this Contract Agreement, unless the default has occurred solely as due to Force Majeure or for reasons not attributable to the Bidder. The Cure Period under this Clause shall be calculated from the date of receipt of the notice by the Bidder or when the default comes into the knowledge of the Bidder, whichever is earlier. If the Bidder fails to remedy the default after lapse of cureperiod notice, the contract is liable to be terminated by IHMCL.

#### **1.2.34. Termination**

- (a) Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Bidder Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Acquirer bank; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Acquirer bank of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Bidder to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.
- (b) Notwithstanding the above, IHMCL at its sole discretion may terminate the Contract Agreement any time by giving 30 days prior notice without assigning any reason.
- (c) Contract can be terminated by either party on the expiry of 90 days of notice of an occurrence of a Force Majeure event by the Affected Party or earlier if the Parties believe that the Force Majeure event cannot be resolved or is no longer practicable.
- (d) Nothing herein shall restrict the right of the IHMCL to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the IHMCL under this Agreement and/or the Applicable Law.

#### **1.2.35. Consequence of Termination**

- a) Upon Termination on account of Clause 1.2.34 (a), the Authority may:
  - i. Encash and appropriate the Performance Security, Additional Performance Security if any.
  - ii. Debar/Backlist the Implementation Agency from participating in any other



project/assignment/work of IHMCL for a period as determined by IHMCL at its sole discretion.

- b) Upon Termination on account of Clause 1.2.34 (b), the Authority shall make Termination Payment as under:
  - i. The Implementation Agency shall be compensated for the ongoing month along with an additional month for all work and deliverables that have been completed and formally accepted as of the effective date of contract closure.
- c) Upon Termination on account of Clause 1.2.34 (c), the provisions of Clause 1.2.30 shall be applicable.
- d) Upon Termination, the Bidder shall handover all reports, all applicable photographs, videos and all other data generated in readable format as per the provision of entire project including all data, backup data and any other material / document set forth in this Agreement, to IHMCL or its representative in running condition.

#### **1.2.36. Handing over and Taking over**

- a) The Implementation Agency (IA) shall ensure a proper transfer of technology and handover of the project to IHMCL upon the completion of the Contract Period. The IA must provide all necessary documentation and resources required for the continued operation and maintenance of the system. The following items shall be delivered to IHMCL before the expiry of the contract
  - i. Comprehensive information on the current services rendered, including performance data, documentation for all components of the project, and any other relevant data or confidential information.
  - ii. All additional information, including but not limited to documents, records, and agreements, related to the project's products and services, to enable IHMCL or its nominated agencies (or a replacement IA) to perform due diligence and seamlessly transition the services.
  - iii. The complete source code of the software developed under the scope of this project.
  - iv. Detailed project documentation, including system architecture, user manuals, operational guidelines, and any other materials essential for operating and maintaining the system.

The IA shall ensure that the handover process is smooth, transparent, and completed in a timely manner to facilitate the uninterrupted continuation of project operations.

#### **1.2.37. Survival of rights**

Notwithstanding anything to the contrary contained in this Contract Agreement, any Termination pursuant to the provisions of this Contract Agreement shall be without



prejudice to the accrued rights of either Party including its right to claim and recover money damages, security deposits, and other rights and remedies which it may have in law or contract.

### **1.2.38. Indemnification**

- (a) The Bidder shall indemnify, defend, save and hold harmless, IHMCL and NHAH and M/o Road Transport and Highways (MoRTH) and its Officers, Agents, Engineer, against any direct loss, damage, claims, cost and expense of whatever kind and nature (including without limitation, legal fees, claims and expenses incurred in connection with any suit, action or proceeding or any claim asserted, such as fees and expenses incurred), joint or several, that arise out of or are based upon any order passed by any statutory authority including courts, tribunals or other judicial/ quasi – judicial authorities, on account of breach of the Bidder's obligations under this Contract Agreement or any other related agreement or otherwise, any fraud or negligence attributable to the Bidder or its Agents or Sub-Contractors (SI), under contract or tort or on any other ground whatsoever, all eventualities of theft, dacoity, robbery, etc., except to the extent that any such suits, proceedings, actions, demands and claims has arisen due to any breach or default of this Contract Agreement on the part of IHMCL.
- (b) The Bidder shall indemnify IHMCL and NHAH and MoRTH of all legal obligations of its professionals deployed. IHMCL and NHAH and MoRTH also stand absolved of any liability on account of death or injury sustained by the Bidder's staff during the performance of their work and for any damages or compensation due to any dispute between the Bidder and its staff.
- (c) The remedies provided under this Article are not exclusive and shall not limit any rights or remedies that may otherwise be available to IHMCL Indemnified Party at law or in equity.
- (d) The provisions of this Article shall survive Termination.

### **1.2.39. Compensation for default by the Bidder**

- 1) In the event of the Bidder being in breach of this Contract Agreement, unless such default or delay is on account of Force Majeure or through no fault of the Bidder, the Bidder shall pay to IHMCL, all direct costs suffered or incurred by IHMCL because of such breach, within 30 days of receipt of the demand supported by necessary particulars thereof.
- 2) The Bidder shall pay to IHMCL all direct costs suffered or incurred by IHMCL incurred because of all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, such as fees and expenses incurred), joint or several, that arise out of, or based upon:

- (i) Any untrue statement or misrepresentation of a material fact provided by the Bidder or an omission to state a material fact required to be communicated.
- (ii) Any non-performance or breach of the roles, responsibilities, representations, warranties, undertakings and declarations contained herein by the Bidders or its directors, employees, personnel or representatives.
- (iii) Negligence, fraud or misconduct of the Bidder or any of its employees, agents, affiliates or advisors.

#### **1.2.40. Cap on Liability of Parties**

- a) Subject to Clause 1.2.40(b), the aggregate liability of IA (and its Affiliates) to the IHMCL for any Losses arising in connection with this Agreement, whether based upon an action or claim in contract, tort (including negligence), misrepresentation, equity or otherwise (including any action or claim arising from the acts or omissions of the IA (or, as the case may be, its Affiliate)) shall not exceed in aggregate an amount equal to the Total Project Cost under the resultant Agreement till the date of such event.
- b) The limitations described in Clause 1.2.40 (a) above will not apply to IA's obligations under Clauses 1.2.25 [Confidentiality of the Assignment/Findings] or 6.9 [Indemnity].
- c) Bank has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the IHMCL pursuant to signing of the resultant Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

#### **1.2.41. Representation and Warranties of the IA**

The IA declares, represents, and warrants as follows:

- 1) It is duly organized and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this Contract Agreement and to carry out the works and provide services contemplated hereby.
- 2) It has taken all necessary corporate actions under Applicable Laws to authorize the execution and delivery of this Contract Agreement and to validly exercise its rights and perform its obligations under this Contract Agreement.
- 3) It has obtained all necessary internal/external approvals, registrations and certifications required from relevant authorities and other entities for fulfilling its obligations as set out in this Contract Agreement.
- 4) It has not violated any of the conditions subject to which such approvals, registrations and certifications have been granted or any other applicable regulations and / or guidelines or directives or statutes.
- 5) It shall ensure that such approvals, registrations and certifications will remain in force, including, by taking prompt steps for timely renewal of the same.

- 6) It undertakes to continue to comply with all Applicable Laws with respect to its roles / obligations under this Contract Agreement.
- 7) There are no actions, suits, proceedings, or investigations pending before any court or before any other judicial, quasi- judicial or other authority, the outcome of which may result in the breach of this Contract Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Contract Agreement.
- 8) Deleted
- 9) No representation or warranty by the Bidder contained herein or in any other document furnished by it to IHMCL in relation to Applicable Laws contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.
- 10) No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Bidder, to any person by way of fees, commission or otherwise for securing the award of this Contract Agreement or for entering into this Contract Agreement or for influencing or attempting to influence any officer or employee of IHMCL in connection therewith.

#### **1.2.42. Exit Management**

1. The IA shall submit a structured & detailed Transition and Exit Management plan to IHMCL along with the bid.
2. At the end of the contract period or during the contract period, if any other agency is identified or selected for providing services related to the scope of work, the IA shall ensure that a proper and satisfactory handover is made to the other agency.
3. All risk during transition stage shall be properly documented by the IA and mitigation measures shall be planned to ensure a smooth transition without any service disruption.
4. The IA must ensure that no end of support products exist at time of transition.
5. The IA must provide notice 03 (Three) months in advance before starting the exit management activities.
6. The transition & exit management period will start 3 months before the expiration of the contract. The IA will provide shadow support for at least three months and secondary support for an additional three months before the end of the O&M period or termination of the contract or mutually exit, as applicable at no additional cost to IHMCL. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by IHMCL but no later than 3 months from effective date of termination.
7. Closing off all critical open issues as on date of exit. All other open issues as on date of Exit shall be listed and provided to IHMCL.

8. The IA shall provide all necessary knowledge transfer and transition support. The deliverables are indicated below:
  - a) Updated transition plan on periodic basis
  - b) Complete documentation for the entire system handed over to the IHMCL /identified agency.
  - c) Handover of all AMC support related documents, credentials etc. for all OEM products supplied/maintained in the system.
  - d) Handover of the list of complete inventories of all assets created for the project.
  - e) Assisting the new agency/ IHMCL with the complete audit of the system including
  - f) Detailed walk-throughs and demos for the solution.
  - g) Hand-over of the entire software including source code, program files, configuration files, setup files, project documentation, etc.
  - h) Knowledge transfer of the system to IHMCL to the satisfaction of the prescribed conditions per the specified timelines.
9. The IA shall be released from the project once successful transition is completed by meeting the parameters defined for successful transition.

**8. Schedule – A: Location details**

The user fee plazas are divided into 3 zones as provided below:

(i) **Zone - 1 (Chandigarh, Dehradun, Delhi, Jaipur, Jammu, Lucknow East, Lucknow West, Shimla)**

S. No.	NETC Plaza Code	Fee Plaza Name	Regional Office (RO) NHAI	No. of Lanes
1	9001	Shahjahanpur Toll Plaza	Jaipur	25
2	154003	Ladowal Toll Plaza	Chandigarh	32
3	9002	Manoharpura Toll plaza	Jaipur	12
4	187003	Ronahi Toll Plaza	Lucknow - West	10
5	9003	Daulatpura Toll Plaza	Jaipur	17
6	320060	Badauri Toll Plaza	Lucknow - West	18
7	520036	Faridpur Toll Plaza	Lucknow - West	16
8	187002	Ahmadpur Toll Plaza	Lucknow - West	10
9	312068	Khalilpur Fee Plaza (KMP)	Delhi	16
10	187001	Nawabganj Toll Plaza	Lucknow - West	17
11	312047	Ghamroj Sohna Road Toll Plaza	Delhi	24
12	185001	Chaukadi Toll Plaza	Varansi (UP-East)	8
13	318004	Bann Toll Plaza	Jammu	8
14	326007	Bhadarabad	Dehradun	14
15	318007	Lakhanpur	Jammu	12
16	340067	Moura Fee Plaza	Shimla	8
17	239400	Rohad	Chandigarh	14
18	520034	Hauj Fee Plaza	Varansi (UP-East)	8
19	320063	Katoghan Toll Plaza	Lucknow - West	18
20	320130	Kaithi	Varansi (UP-East)	12
21	536057	Maigalganj Toll Plaza	Lucknow - West	16
22	330104	Kishorepura Toll Plaza	Jaipur	10
23	536075	Dakan Kotra	Jaipur	14
24	186001	Mandawnagar Toll Plaza	Varansi (UP-East)	10
25	570046	Badkapara Fee Plaza	Jaipur	10
26	320080	Sarsawa Toll Plaza	Lucknow - West	16
27	312035	Sirohi Bahali	Delhi	18
28	47001	Tatiawas Toll Plaza	Jaipur	12
29	312067	Hilalpur Fee Plaza	Delhi	32
30	312064	Jat Guwana Toll Plaza	Chandigarh	20
31	318006	Kachkoot	Jammu	12
32	520031	Pratappur Toll Plaza	Varansi (UP-East)	18
33	326008	Lacchiwala	Dehradun	12
34	570044	Bhandaraj Fee Plaza	Jaipur	32
35	340058	Kiratpur fee plaza	Lucknow - West	16

S. No.	NETC Plaza Code	Fee Plaza Name	Regional Office (RO) NHAI	No. of Lanes
36	520038	Basheerapur Toll Plaza	Lucknow - West	16
37	546007	Jaitpur Toll Plaza	Jaipur	16
38	312024	MilkMajra	Chandigarh	14
39	312027	Badarpur Faridabad Toll plaza	Delhi	35
40	320098	Chhapar	Dehradun	14
41	350043	Baiti Kala Plaza	Varansi (UP-East)	8
42	242001	Mayar Toll Plaza	Chandigarh	12
43	320131	Tarwa Deva	Lucknow - West	18
44	312065	Pabanawa Toll Plaza	Chandigarh	20
45	320070	Bara Toll Plaza	Lucknow - West	18
46	320109	Aaspur Plaza	Lucknow - West	12
47	330109	Sitarampura	Jaipur	28
48	320076	Asroga Toll Plaza	Lucknow - West	18
49	330123	Kathuwas	Delhi	20
50	318009	Nasri	Jammu	4
51	312032	Jaloli Fee Plaza	Chandigarh	14
52	312023	Landhari Toll Plaza	Chandigarh	14
53	314027	Behram	Chandigarh	10
54	330100	Akhepura	Jaipur	12
55	314021	Azizpur	Chandigarh	10
56	41001	Dhilwan	Chandigarh	10
57	312029	Saini Majra Toll Plaza	Chandigarh	10
58	546022	Sangana Toll Plaza	Jaipur	16
59	546031	Newada Toll Plaza	Lucknow - West	18
60	318010	Mada	Jammu	4
61	320077	Kurana	Lucknow - West	14

In addition to above list, up to 5 multi-lane free-flow (MLFF) user fee plaza locations shall be added during the contract period as and when commissioned.

**(ii) Zone 2 (Bhopal, Bhubaneswar, Guwahati, Jabalpur, Kolkata, Mumbai, Nagpur, Patna, Raipur, Ranchi)**

S. No.	NETC Plaza Code	Fee Plaza Name	Regional Office (RO) NHAI	No. of Lanes
1	375032	Bhagada Narayanpur Toll Plaza	Bhubaneswar	12
2	340019	Baswant Toll Plaza	Mumbai	16
3	392008	Rasoija Dhamna Toll Plaza	Ranchi	12
4	392013	Ghanghri Toll Plaza	Ranchi	24

S. No.	NETC Plaza Code	Fee Plaza Name	Regional Office (RO) NHAI	No. of Lanes
5	345055	Mehra	Jabalpur	8
6	378006	Madanpur Toll Plaza A	Guwahati	8
7	375016	Gudipada or Gangapada Toll Plaza	Bhubaneswar	12
8	380012	Saukala Toll Plaza	Patna	12
9	340052	Taroda-Kasba Toll Plaza	Nagpur	10
10	378005	Nazirakhet	Guwahati	6
11	132001	IDTL Toll Plaza-A	Bhopal	16
12	375011	Gurapali	Bhubaneswar	12
13	370034	Panikauri	Kolkata	18
14	545104	Tarapoungi plaza	Raipur	20
15	349012	Bhojpuri Toll Plaza	Raipur	18
16	341401	Hiwargaon pavasa	Mumbai	12
17	44002	Kini Toll Plaza	Mumbai	8
18	370013	Sali Bamandanga	Kolkata	10
19	341101	Chalakwadi toll plaza	Mumbai	12
20	370014	Paschim Madati	Kolkata	14
21	370022	Surjapur	Kolkata	10
22	375019	Banajodi	Bhubaneswar	10
23	392019	Edalhatu Toll Plaza	Ranchi	8
24	340037	Nashirabad	Nagpur	20
25	345051	Panihar	Jabalpur	12
26	545107	Limha Toll Plaza	Raipur	10
27	375012	SERGARH TOLL PLAZA	Bhubaneswar	8
28	345052	Mud Kheda	Jabalpur	12
29	375013	Srirampur toll plaza	Bhubaneswar	8
30	392017	KOKPARA TOLL PLAZA	Ranchi	14
31	375033	Darjing Toll Plaza	Bhubaneswar	10
32	378008	Raha	Guwahati	10
33	375028	Khireitangiri	Bhubaneswar	12
34	536073	Kurankhed Toll Plaza	Nagpur	10
35	340056	Dalsagar Toll Plaza	Patna	10
36	375030	Kandra	Bhubaneswar	10
37	370036	Barai Toll Plaza	Kolkata	18
38	370035	Husludanga	Kolkata	18
39	370017	Rangalibazna Toll Plaza	Kolkata	6
40	536048	Dasarkhed Toll Plaza	Nagpur	10
41	380033	Kulhariya fee plaza	Patna	12
42	536067	Sub Gavhan Kh Toll Plaza	Nagpur	12
43	375015	Pipili	Bhubaneswar	10
44	392018	Nagwan Toll Plaza	Ranchi	16
45	380014	Saidpur Patedha	Patna	12



S. No.	NETC Plaza Code	Fee Plaza Name	Regional Office (RO) NHAI	No. of Lanes
46	340031	Haladgao Toll Plaza	Nagpur	10
47	375017	Hasanpur	Bhubaneswar	10
48	340045	Dhumka Tondgaon Toll Plaza	Nagpur	14
49	379006	Pahammawlein Toll Plaza	Guwahati	7
50	355076	Jamudihi Toll Plaza	Bhubaneswar	10

In addition to above list, up to 5 multi-lane free-flow (MLFF) user fee plaza locations shall be added during the contract period as and when commissioned.

**(iii) Zone 3 (Banglore, Chennai, Gandhinagar, Hyderabad, Madurai, Vijaywada)**

S. No.	NETC Plaza Code	Fee Plaza Name	Regional Office (RO) NHAI	No. of Lanes
1	1002	Bharthana Toll Plaza	Gandhinagar	22
2	2001	Boriach Toll Plaza	Gandhinagar	18
3	2003	Bhagwada Toll Plaza	Gandhinagar	14
4	336018	Mokha Toll Plaza	Gandhinagar	16
5	40001	Khaniwade Toll Plaza	Gandhinagar	10
6	2002	Charoti Toll Plaza	Gandhinagar	14
7	352056	VeeraValli	Vijayawada	18
8	360049	Paranur	Chennai	12
9	360032	Nallur Toll Plaza	Chennai	14
10	352024	Marur toll plaza	Vijayawada	12
11	336006	Mandva Toll Plaza (Narmada Bridge)	Gandhinagar	20
12	336012	Makhel Toll Plaza	Gandhinagar	10
13	352022	Nathavalasa	Vijayawada	14
14	352025	Kasepalli toll plaza	Vijayawada	12
15	356017	Bagepalli Toll Plaza	Bangalore	8
16	352026	Amakthadu toll plaza	Vijayawada	12
17	360030	Athur	Chennai	10
18	340057	Gananguru Toll Plaza	Bangalore	24
19	352054	Gadanki	Vijayawada	12
20	350029	Bhiknoor Toll Plaza	Hyderabad	8
21	352027	Kalaparru	Vijayawada	18
22	350027	Manoharabad	Hyderabad	12
23	116001	Bangalore-Nelamangala Plaza	Bangalore	21
24	350007	Rolmamda	Hyderabad	12
25	360028	Surapattu Toll Plaza	Chennai	12
26	352030	Madapam	Vijayawada	18

S. No.	NETC Plaza Code	Fee Plaza Name	Regional Office (RO) NHAI	No. of Lanes
27	352039	Pottipadu	Vijayawada	8
28	360031	SriPerumbadur	Chennai	10
29	356111	Kaniminike Toll Plaza	Bangalore	11
30	350031	Komalla	Hyderabad	14
31	352020	Mahasamudram	Vijayawada	10
32	350028	Pippalwada	Hyderabad	12
33	356110	Sheshagirihalli Toll Plaza	Bangalore	11
34	336019	Kathpur Toll Plaza	Gandhinagar	10
35	360034	Vanagaram Toll Plaza	Chennai	10
36	360045	Boothakudi	Madurai	10
37	360043	Chittampatti	Madurai	10
38	546028	Nalluru Devanahalli Toll Plaza	Bangalore	18
39	336017	Vavadi Toll Plaza	Gandhinagar	8
40	350008	Ganjil	Hyderabad	12
41	350040	Singarenipalli Toll Plaza	Hyderabad	16
42	115001	Kulumapalya toll plaza	Bangalore	10
43	352023	S.V Puram Toll Plaza	Chennai	12
44	115002	Chokkenahalli toll plaza	Bangalore	10
45	360042	Mathur Toll Plaza	Chennai	10
46	352040	Davaluru	Vijayawada	8
47	356106	Nalavadi	Bangalore	10
48	350042	Taddanpally Toll Plaza	Hyderabad	8
49	336016	Pithai Toll Plaza	Gandhinagar	8
50	336025	Bhadbhid Fee Plaza	Gandhinagar	14

In addition to above list, up to 5 multi-lane free-flow (MLFF) user fee plaza locations shall be added during the contract period as and when commissioned.

## **9. Schedule – B – Terms of Reference**

## 1. Introduction

### 1.1. Project Objective:

The primary objectives of the project are:

- i. To achieve precise and independent counting and classification of all vehicles passing through a toll plaza, pertaining to category 'M' & 'N' vehicles as per CMVR 1989 (tollable vehicle classes as per FASTag programme)
- ii. To enhance transparency and facilitate comprehensive auditing, and to provide accurate data on vehicular traffic at a toll plaza and ensure unbiased monitoring by enabling clear verification of vehicular traffic and operational accountability.
- iii. To monitor the closure of Toll Plaza Lanes / surveillance of cash lanes for any unauthorized activities

### 1.2. Project Components

The independent Audit Camera System shall include the following key components:

- i. Camera based independent Automatic Traffic Count & Classification (ATCC) system
- ii. Software for ATCC with analytical capability (specifically for Category M and N type vehicles as per CMVR 1989) and other analytics as required in the RFP.
- iii. Camera for monitoring/surveillance of Cash Lane/ Extra-wide Lane
- iv. Network connectivity
- v. Cloud services

### 1.3. Brief Scope of Work:

The scope of work for the Implementation Agency (IA) involves the comprehensive design, implementation, and maintenance of an advanced video-based Automatic Traffic Counter and Classifier (ATCC) system at designated toll plazas in order to meet the project objectives. The following outlines the detailed responsibilities of the Successful Bidder:

- i. The Successful Bidder shall carry out site survey of locations as identified for implementing the proposed solution. Additionally, the Successful Bidder will compare the vehicular traffic data from the independent ATCC system with the toll traffic data provided by IHMCL for the plaza, and generate a report on the analysis, highlighting any discrepancies. The Successful Bidder must also provide proper video evidence of any discrepancies in the vehicular traffic (Class M and N of CMVR 1989) while reporting. The Successful Bidder shall investigate and submit a detailed report in case of any deviations or significant discrepancies in the vehicular traffic at the toll plaza
- ii. All the camera devices that are installed by the IA shall be Simple Network Management Protocol (SNMP) enabled and the Successful Bidder shall be able to centrally and remotely monitor and manage the devices on a 24x7x365 basis.

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- iii. Successful Bidder shall provide on-site comprehensive maintenance of the entire IT / Non-IT Infrastructure, and their components supplied with a provision of onsite spares on 24x7x365 basis after successful execution and acceptance by IHMCL.
  - iv. Successful Bidder shall arrange for high availability, reliability and redundancy of the network Connectivity to meet the Service Level requirements. Further, the Successful Bidder shall be responsible for upgradation, enhancement and provisioning additional supplies of network (including active / passive components), hardware, software, etc. as per project requirements. Considering the criticality of the infrastructure, IA is expected to design the solution considering the RFP requirement of no single point of failure with high level of redundancy and resilience to meet the network uptime requirements. The IA shall be required to provide the following:
    - a. Two redundant connections from different ISPs, with adequate network bandwidth
    - b. The connection should be configured in order to switch automatically when either connection is down.
  - v. All the software licenses that Successful Bidder proposes shall be perpetual software licenses along with maintenance, upgrades and updates for the currency of the contract.
  - vi. The IA shall ensure there is a 24x7 comprehensive onsite support arrangement for duration of the contract with all the OEMs for respective components.
  - vii. IA shall be responsible for periodic updates & upgrades of all equipment, cabling, and connectivity provided at all locations during the contract period.
  - viii. The IA shall be responsible for continuously monitoring the closure of individual toll plaza lanes to ensure smooth traffic operations and compliance with operational requirements. The IA shall implement a robust mechanism for real-time tracking of lane closures and generate detailed lane-wise alerts and reports. These reports shall include but not be limited to, the lane number, duration of closure. The IA shall also ensure that all lane closure data is logged systematically and made available for audit and review as required by the Authority.
  - ix. Based on detailed field survey as mentioned above, the Successful Bidder shall be required to supply, install and commission the video-based ATCC system at the identified locations in both directions of the plaza. IA shall use industry leading practices during the implementation phase w.r.t positioning and mounting the cameras, poles and junction boxes. Some of the checkpoints that need to be adhered to by the IA while installing / commissioning cameras are as follows:
    - a. Ensure project objective is met while positioning the camera(s) such that the required field of view is being captured as required
    - b. Ensure cameras are protected from the on-field challenges of weather, physical damage and theft.
    - c. Make proper adjustments to have the best possible image / video captured.
    - d. Ensure that the pole/gantry is well placed for vibration resistance adhering to the road safety norms.
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- e. Collusion preventive barriers around the junction box & pole foundation in case it's installed in collision prone place.
- x. IA shall ensure that the poles erected to mount cameras are good, both qualitatively and aesthetically. IA shall coordinate with concerned NHAI PIU and toll operators for installation of poles and cameras. IA shall ensure that physical look of the installation area returns to neat & tidy conditions after installation of poles, cantilevers etc. The placement shall be designed keeping in mind the normal flow of vehicular traffic and pedestrian movement is not disturbed.
- xi. IA may propose solar-powered cameras system, however, it shall also be required to provide UPS backup, depending upon power requirement, to meet the camera uptime requirements. IA shall install the UPS in secure, tamper-proof housing in corrosion resistant cabinets. IA shall ensure that the UPS is suitably protected against storms, power surges and lightning. The solar panel should be as per approved list (Approved List of Models and Manufacturers) as issued by the Ministry of New and Renewable Energy (MNRE), Government of India. The Lithium battery proposed shall be BIS approved.
- xii. IA shall provide electrical connections to the cameras and field devices. Since this component has dependency on plaza operators, it is recommended that IA plans this requirement well in advance & submits the application to the concerned toll operators. **The IA shall NOT be required to bear the recurring electrical charges.** Electrical installation and wiring shall conform to the electrical codes of India. For any wired box cameras, IA shall provision for drawing power through PoE (Power over Ethernet), while any cameras shall be powered through dedicated power cable laid separately along with STP/SFTP cable.
- xiii. IA shall also get comprehensive insurance from reputed insurance company for the project duration for all the equipment/ components installed under this project.
- xiv. Preventive maintenance shall be carried out once in a quarter along with corrective maintenance and also when calls are placed by IHMCL or its designated agency.
- xv. IA shall be responsible for operations and maintenance of all the supplied and installed equipment's during the entire O&M phase. In addition to above, the IA shall be fully responsible for all maintenance activities for the period between installation of equipment and roll-out of the system.
- xvi. During implementation, if observed that any camera / field equipment requires change in the field of view / orientation, it shall be done by IA without any extra cost.
- xvii. IA shall be responsible for appropriate sizing and provisioning of IT infrastructure like cloud-based servers, storage, network devices (like routers/switches etc.), security equipment including firewalls, etc. with the required components/modules considering redundancy and load balancing in line with minimum technical requirements.
- xviii. The IA shall provide real-time redundancy at the network equipment level, and there shall not be any single point of failure.
- xix. The IA shall be required to arrange for cloud services from a MeitY empaneled cloud services provider for hosting and storage purposes. All data captured at field level should be securely stored in cloud.
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- xx. Cloud based Portal - The IA shall provide a cloud-based comprehensive data management platform that facilitates the remote monitoring and reporting of the toll plaza audit system. This portal shall provide real-time access to critical data collected by the ATCC camera system and stores evidence images and reports, offering seamless access to historical data for audit purposes.
- xxi. The Implementation Agency shall be responsible for completing all necessary minor civil work for the installation of the proposed solution. This includes, but is not limited to, the construction of foundations, conduiting, supply and erection of poles, and any other associated civil works required for the proper installation and functioning of the systems. The quality of civil work shall be as per NHA standards & guidelines. Post completion of work the Implementation Agency shall reinstate the site in previous or better condition.
- xxii. Video Analytics - The IA shall provide a mechanism to compare ATCC data with TMS transaction data to identify discrepancies or deviations in tollable traffic, such as shortfall in vehicular traffic, etc. and provide actionable insights for anomaly detection
- xxiii. The IA shall provide weekly/monthly MIS reports for vehicular traffic at the toll-plaza.

**1.4. Sub-Contracting**

Sub-contracting / Outsourcing shall be allowed only for the work which is allowed as mentioned in the clause with prior written approval of IHMCL. However, even if the work is sub-contracted / outsourced, the sole responsibility of the work shall lie with the IA. The IA shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to IHMCL. Sub-contracting / outsourcing would be allowed only for work such as:

- 1. Passive Networking work
- 2. Minor civil work as required during implementation,

**2. Functional Requirement**

The proposed solution of the Bidder shall ensure adherence to the following requirements:

SL #	Heading	Requirement
1.	General	
1.1.	General	The system shall independently count and classify <b>all</b> vehicles passing through the toll plaza. The ACS system shall be able to classify category 'M' & 'N' vehicles as per CMVR 1989 (i.e. all tollable classes of vehicles)
1.2.	General	The proposed solution shall compare the vehicular traffic data from the video-based non-intrusive ATCC system with the toll traffic data provided by IHMCL for the plaza, and generate a report on the analysis, highlighting any discrepancies.

SL #	Heading	Requirement
		<p>The report of discrepancies shall be submitted along with videographic evidence to IHMCL including, but not limited to, following fields:</p> <ul style="list-style-type: none"> <li>• Vehicle registration number (VRN)</li> <li>• Tollable class (as per NH Fee Rules)</li> <li>• Date and time of incident</li> <li>• Direction of travel</li> </ul>
1.3.	General	<p>The Count and Classification accuracy of the proposed solution should be as below:</p> <ul style="list-style-type: none"> <li>• Vehicle Count accuracy – Not less than <b>99.5%</b></li> <li>• Vehicle Classification accuracy – Not less than <b>98%</b></li> </ul>
1.4.	General	<p>The system shall be robust and capable of operating under all weather conditions including day, night, fog, rain, dust, cloudy, etc.</p>
1.5.	General	<p>The Successful Bidder shall design a comprehensive solution leveraging Automatic Number Plate Recognition (ANPR) technology integrated with Artificial Intelligence (AI)/ Machine Learning.</p>
1.6.	General	<p>The system should be able to classify and count vehicles with speed up to 120 kmph.</p>
1.7.	General	<p>IHMCL shall compare the data submitted by successful bidder with other sources available to IHMCL for verifying veracity, accuracy and data integrity provided by bidder.</p>
2.	Camera based Automatic Traffic Count & Classification (ATCC)	
2.1.	Camera based Automatic Traffic Count & Classification (ATCC)	<p>The Successful Bidder shall determine and design optimal camera placement at each toll plaza. Placement options may include following, to meet the SLA requirement.:</p> <ol style="list-style-type: none"> <li>a. Installation on the canopy of the toll plaza (covering traffic in either direction) or</li> <li>b. installation of cameras on dedicated poles within the toll plaza premises or</li> <li>c. At any location on gantry in the vicinity of the plaza</li> </ol>





<b>SL #</b>	<b>Heading</b>	<b>Requirement</b>
2.2.	Camera based Automatic Traffic Count & Classification (ATCC)	Camera shall be mounted in such a way that occlusions do not generally obstruct view of the traffic and vehicle axles must be visible in the recording.
2.3.	Camera based Automatic Traffic Count & Classification (ATCC)	Camera angle shall be such that the headlight glare from vehicles does not impact quality of the video.
2.4.	Camera based Automatic Traffic Count & Classification (ATCC)	The camera to be used shall have clear night vision capability. Cameras to be used shall have weatherproof housing/casing so that video capture is uninterrupted by weather conditions.
3.	Camera for monitoring Cash Lane/ Extra-wide Lane	
3.1.	Camera for monitoring Cash Lane/ Extra-wide Lane	The System shall also provide surveillance for any unauthorized activity such as usage of handheld point of sale (POS) device/ electronic ticketing machine, lane closure, collection of cash, etc. in Cash Lane/ Extra-wide Lane.
3.2.	Camera for monitoring Cash Lane/ Extra-wide Lane	The System should have the capability to generate alerts on any suspicious/ unauthorized activity as mentioned in 3.1 above and generate MIS with video/image evidence of such unauthorized activity.
4.	Software for ATCC with analytical capability	
4.1.	Software for ATCC with analytical capability	The Successful Bidder shall deploy robust software capable of independently counting and classifying vehicles. The solution may utilize edge-based computing (e.g., Local Processing Units (LPUs)) or streaming protocols such as RTSP or equivalent, at the bidder's discretion. The solution must be resilient and operate independently without interference from external systems.
4.2.	Software for ATCC with analytical capability	If IHMCL provides a video in offline mode, the ATCC software deployed by the Successful Bidder shall independently process the footage using its counting and classification algorithms to determine the number of vehicles that have

SL #	Heading	Requirement
		crossed a specific section. The software shall verify the accuracy of the vehicle count provided by IHMCL and, in the event of any discrepancies, identify the exact instances to facilitate the application of appropriate penalties on the System Integrator.
4.3.	Software for ATCC with analytical capability	The system should be capable of producing vehicle level reports so that vehicle count and classification, if required, can be cross checked with video easily.
4.4.	Software for ATCC with analytical capability	The system shall be capable of recording, for later analysis, on an individual vehicle basis, time/date, speed, direction. Number of axles.
4.5.	Software for ATCC with analytical capability	Service provider shall record video of the movement of vehicles with the date/timestamp during the same period. The ATCC data & Video shall be captured /recorded on real-time basis.
4.6.	Software for ATCC with analytical capability	Trailers with the shafts shall be detected and classified as one vehicle and not classified and counted as separate vehicles.
4.7.	Software for ATCC with analytical capability	The Successful Bidder shall conduct vulnerability and penetration test (from a third-party testing agency which may be CERT-IN empanelled) prior to the Go-Live and every year and reports should be shared with IHMCL without any additional financial implication to IHMCL. The Successful Bidder needs to update the system in response to any adverse findings in the report, without any additional cost to IHMCL.
4.8.	Software for ATCC with analytical capability	Axle Bifurcation: Should provide single, tandem, and tridem axle bifurcation.
4.9.	Software for ATCC with analytical capability	Headway - should provide headway of every vehicle passing.
4.10.	Software for ATCC with analytical capability	Lane Distribution Factor: Should display the lane distribution factor with visual indicators of lane usage.

<b>SL #</b>	<b>Heading</b>	<b>Requirement</b>
4.11.	Software for ATCC with analytical capability	The Successful Bidder should update the software regularly for bugs or other infirmities, if any, at periodic intervals, including the organization of an annual or semi-annual security audit to ensure that the system data cannot be edited without authorization.
4.12.	Software for ATCC with analytical capability	Access based credentials needs to be provided to all NHAI RO/PIU offices as per requirements.
4.13.	Software for ATCC with analytical capability	Logs for login and logout activities, system downtime, system errors etc. must be securely stored within the system.
5.	Connectivity	
5.1.	Connectivity	The Successful Bidder shall NOT install or deploy any physical server infrastructure at the plaza location, excluding the in-built storage in SD card. The proposed solution should be such that the Local Processing Units (LPUs) or RTSP video feeds of the cameras shall directly connected securely to designated Cloud Servers using the internet connectivity provided by the Successful bidder.
5.2.	Connectivity	The LPUs shall handle data processing and transmission independently, ensuring seamless communication with the Cloud Server without the need for any on-premises server installations at the plaza.
5.3.	Connectivity	The Successful Bidder shall be responsible for ensuring that the proposed solution meets the required performance, security, and reliability standards for data transmission over the internet.
5.4.	Connectivity	The Successful Bidder shall provision a dedicated redundant internet connection for each toll plaza to support the independent operation of the Audit Camera System (ACS). This internet connection must be independent from the toll plaza's existing network infrastructure to ensure uninterrupted data transmission and system integrity.

<b>SL #</b>	<b>Heading</b>	<b>Requirement</b>
5.5.	Connectivity	The Successful Bidder shall setup their own local area network independent of existing Local Area Network (LAN) for connectivity between Camera, LPU and Cloud Server.
6.	Hosting of Application, storage, Centralized Data Management	
6.1.	Hosting of Application, storage, Centralized Data Management	The Successful Bidder shall be required to host all requisite software application and data on MeitY empanelled cloud service provider (CSP). The proposed CSP must have GPU based machines and should have native AI/ML services capabilities.
6.2.	Hosting of Application, storage, Centralized Data Management	The video captured through the system should be stored for a period of minimum 30 days. The image captured through the system should be stored throughout the contract duration.
6.3.	Hosting of Application, storage, Centralized Data Management	Successful Bidder should ensure necessary redundancy in terms of data storage, connectivity, infrastructure etc. to always ensure 99.5% uptime of the system.
6.4.	Hosting of Application, storage, Centralized Data Management	The IA needs to ensure that the data is stored and replicated as per latest guideline provided by MeitY. In case of failure, Successful bidder should be able to restore the complete system in another data centre.
7.	Others	
7.1.	Others	The Successful Bidder shall develop appropriate policy, checklists in line with ISO 27001 & ISO 20000 framework for failover. The Successful Bidder needs to ensure that the data is replicated as per latest guideline provided by MeitY in case of failure, Successful Bidder should be able to restore the complete system in another data centre.
7.2.	Others	All the associated cost for procurement of domain name purchase, SSL certificates etc shall be responsibility of Successful Bidder.
7.3.	Others	The Successful Bidder must ensure that all data is kept strictly confidential and under no circumstances shall it be shared, disclosed, or transferred to any entity or individual without prior written approval from IHMCL. Any breach of confidentiality will be considered a serious violation and may

SL #	Heading	Requirement
		result in legal and financial repercussions as per the terms of the agreement.
7.4.	Others	The complete data including images and all reports shall be handed over to IHMCL at the time of project handover/completion

### 3. Other scope

#### 3.1. Manpower Deployment Requirements

##### 1. Minimum Manpower Requirement

a) The Implementation Agency shall deploy resources as below:

S. No.	Name of Resource	Qualifications
1	Project Manager – 1 No.	<ul style="list-style-type: none"> <li>• Education: Full Time B. Tech/B.E. or MCA or MBA from a reputed institute</li> <li>• Experience: Minimum 10 years of experience in handling large IT projects as a project manager and at least one project on command-and-control center project</li> </ul>

b) In addition to above resources, the Implementation Agency is required to provide suitable manpower and personnel as per requirement of project to maintain up time of the equipment.

#### 3.2. Provision of Workstation and Control Center Infrastructure

As part of the scope of work, the Implementation Agency (IA) shall be responsible for the supply, installation, and maintenance of the following infrastructure components to ensure seamless operations:

##### 1. High-Speed Internet Connectivity:

- Ensure reliable high-speed internet connectivity, with sufficient bandwidth to support all operational requirements, including data transfers, application usage, and video conferencing.

##### 2. 84-Inch LED Screen (1 nos.)

- Provide and install a high-resolution **84-inch LED screen** for real-time display of critical information, dashboards, and alerts, view of video feed as per requirements.
- The screen must be compatible with the software used for monitoring and analytics and positioned for optimal visibility by executives.

Maintenance and troubleshooting of this infrastructure shall remain the responsibility of the IA throughout the Contract Period.

### 3.3. Operational and Administrative Requirements

- Identity Cards for Staff: The IA shall ensure that all personnel deployed are issued official identity cards for verification and security purposes.
- Attendance Monitoring and Reporting: The IA shall implement a robust attendance monitoring system for all project team members specified in this document. Monthly attendance reports shall be generated and shared with IHMCL at the end of each month for review and record-keeping.
- Insurance of Equipment and Systems: The IA shall procure and maintain comprehensive insurance coverage for all equipment and systems throughout the Contract Period.
- The insurance policy shall safeguard against risks, damages, disruptions, and other unforeseen incidents, ensuring continuity and protection of the infrastructure at the IA's own cost.

### 3.4. Handover of Database, Executables, Documentation, and Project Technology Transfer

At the end of the Contract Period, the Successful Bidder shall ensure a comprehensive project handover and transfer of technology to IHMCL. This shall include, but is not limited to, the following responsibilities:

#### 1. Database, Executables, and Documentation

- The Successful Bidder shall hand over the complete database backup, all executable files, and requisite documentation to IHMCL at no additional cost.
- The handover process must commence at least **six (6) months prior to the contract expiry date** to ensure a seamless transition.
- The provided documentation shall include system architecture, integration protocols, user manuals, troubleshooting guides, and any other materials required for the continued operation and maintenance of the system.

#### 2. Project Handover and Transfer of Technology

The Successful Bidder shall carry out a structured and transparent handover of the project to IHMCL or its nominated agencies. This shall include the following deliverables:

##### a) Project Data and Information

1. Complete and updated information related to current services rendered during the project, including performance data.
2. All documentation relating to various components of the project, along with any data and confidential information necessary for the ongoing operation of the project.

**b) Support for Transition**

1. All other information (e.g., documents, records, agreements) required to enable IHMCL, its nominated agencies, or a replacing service provider to carry out due diligence and effectively transition the provision of project services.

**c) Project Documentation**

1. Deliver all project-related documentation, including but not limited to system designs, configurations, source code (if applicable), performance reports, and operational guidelines.

**3. Knowledge Transfer and Training**

- The Successful Bidder shall provide adequate training and knowledge transfer sessions to IHMCL personnel or its nominated agencies to ensure a thorough understanding of the system's operation and maintenance.

**4. Confidentiality and Security**

- The Successful Bidder shall ensure that all data, documents, and information transferred are treated with strict confidentiality, and no data shall be disclosed or transferred to third parties without the prior written approval of IHMCL.

This comprehensive handover process is essential to guarantee the smooth continuation of services and operational efficiency post-contract.

**3.5. Obligations of Authority**

- (a) The said Representative of the Authority shall have the overall authority to control and supervise the work of IA with a view to ensure that System in working efficiently and without any hindrance.
- (b) The Authority or any other officer of the Authority or any agency as authorized by the Authority or by the Authority, shall have right and authority to inspect and check the receipt books (used/unused/ counterfoils), registers and books of accounts maintained by the IA at any time without giving any notice.
- (c) The instructions given from time to time by the Authority or his authorised representative in this regard shall be complied with promptly by the IA.
- (d) The IA shall keep records of all the complaints received and replied directly or otherwise by it and forward a copy on fortnightly basis to the Authority.

**4. Assessment of Pilot implementation of the solution**

- a) The Implementation agency (IA) shall conduct a pilot implementation of the proposed solution at two (2) designated toll plazas within the awarded zone, in accordance with the timelines specified under Clause 1.2.16 (Time Schedule) of this RFP. The pilot

implementation must be completed at both identified toll plazas, and the IA shall submit all required Management Information System (MIS) reports, along with all video recordings and supporting evidence to substantiate the findings in the MIS reports, for evaluation by IHMCL.

- b) The primary objective of the pilot is to validate the efficacy of the Bidder's solution in achieving the project's intended outcomes. The assessment shall focus on evaluating compliance with the functional requirements and scope of work as outlined in the RFP, ensuring that the solution meets the performance, accuracy, and operational benchmarks to the extent possible during the pilot evaluation.
- c) The key parameters which shall be evaluated for the efficacy of the proposed solution shall include the following but not limited to,

Parameters	Requirements
Vehicle count accuracy  (As per Schedule B- Functional Requirement. SI # 1.3 General)	<ul style="list-style-type: none"> <li>• Hour-wise, day-wise vehicle count shall be provided by the IA for designated period.</li> <li>• IA shall provide the deviance in count of vehicle for various classes, if any, in comparison with TMS data (TMS data shall be provided for the specified period shall be provided)</li> <li>• Video of camera feeds shall be provided by IA for validation.</li> </ul>
Vehicle classification accuracy  (As per Schedule B- Functional Requirement. SI # 1.3 General)	<ul style="list-style-type: none"> <li>• Required accuracy shall be for each vehicle class (Tollable class only) and also aggregate of vehicle classes. Please refer definition section for various classes of vehicle.</li> <li>• <b>Axle Bifurcation: single, tandem, and tridem axle bifurcation.</b></li> </ul>
Surveillance for any unauthorized activity such as usage of handheld point of sale (POS) device, lane closure  (As per Schedule B- Functional Requirement. SI # 3.1)	A sample assessment shall be undertaken to assess the efficacy of the solution to report and send alert automatically in case of: <ul style="list-style-type: none"> <li>- unauthorised activity such as usage of a Point-of-sale (POS) device/ electronic ticketing machine.</li> <li>- Closure of lane</li> </ul>
Cloud based Portal -	IA shall be able to demonstrate cloud based comprehensive data management platform that facilitates the remote monitoring and reporting of the toll plaza audit system.



- d) The Implementation Agency (IA) shall take all necessary measures to facilitate the assessment of key parameters during the pilot evaluation.
- e) IHMCL may appoint a third-party agency to conduct an independent verification of the collected data using a scientifically robust methodology, supplemented by manual validation on a sample basis.
- f) Any deviations or non-compliance identified concerning the functional requirements specified in the RFP must be rectified by the IA within seven (7) days from the date of formal notification.
- g) Failure of the Implementation Agency (IA) to resolve or rectify the identified observations within the stipulated timeframe shall result in termination of the Contract, without any financial liability or obligation on IHMCL.



## **10. Schedule – C – Service Level Agreement**

## 1. Service Level Agreement

### 1.1. General

1. The IA shall be responsible for adhering to the minimum SLA standards while performing its Scope of Work, failing which it shall be liable for deduction of penalty/damage from its payment as specified in this RFP.
2. The IA should provide an SLA monitoring tool for monitoring of various SLA parameters.
3. As the monitoring shall be done on 24 X 7 basis, system reliability is of paramount importance. The typical availability requirements (including scheduled maintenance) of the **System shall be 99.5% with a scheduled downtime** of a maximum of **3.6 hours** over a months' period **for each fee plaza**. The system generated weekly uptime report should be submitted to IHMCL.

### 1.2. Uptime of ATCC Application

- A. The uptime of System, including camera and ATCC software, should be 99.5% with an allowed cumulative downtime over a month for each fee plaza.
- B. For non-adherence to service levels as defined above, the penalty for deficiency of services shall be imposed on a monthly basis as follows:
  - i. Up to 1 hr beyond allowed downtime – Rs. 20,000/-
  - ii. >1 hr to ≤ 3 hrs beyond allowed downtime - Rs. 30,000/-
  - iii. >3 hrs to ≤ 5 hrs beyond allowed downtime - Rs. 40,000/-
  - iv. More than 5 hrs beyond allowed downtime - Rs. 50,000/-

In case a maximum penalty is imposed for three consecutive months due to a breach of this SLA, IHMCL reserves the right to consider termination of the project in accordance with the terms of the contract.

- 1.3. As the reliability of the related hardware is clearly known, the IA shall ensure that all strategies, actions in design, development, testing and deployment of the hardware and software shall

ensure that they meet the above availability requirements. Specifically, the bidder shall focus on:

- i. Error prevention
- ii. Fault detection and removal
- iii. Measurements to maximize reliability, specifically measures that support the first two activities.

1.4. The SLA will be monitored, and penalty / default damages shall be computed and reviewed on a monthly basis. The IA shall provide all SLA reports on a monthly basis.

- i. Default Damages for a month will be capped at ten percent (10%) of the total payable amount for the given month.
- ii. In case, IHMCL so desires, the SLAs may be reviewed on yearly basis and may be amended based on mutual agreement. Till such time, any revision is mutually agreed, the existing SLAs will continue to be in force.
- iii. SLA will be excluded in case of incidents/instances not attributable to the IA.

1.5. The IA has to submit all the reports pertaining to SLA monitoring of a month within 7 working days of the subsequent month.

**1.6. Delay in Implementation**

Failure by the IA to complete the works in all respect within the prescribed Time Period as per RFP shall result in the application of the damages for delays unless Extension of Time has been granted by IHMCL for reasons not attributable to the IA. The damages for delay in implementation shall be applied @ Rs. 5,000/- per week subject to a maximum of 10% of the Contract value.

**1.7. Penalty for Incorrect Reporting of vehicle count and classification at toll plaza**

S. No	Event	Penalty Deduction
i.	More than 4 instances of incorrect reporting of vehicle count and classification in a calendar month as verified at a stie/toll plaza	30% deduction in the O&M payment for the plaza
ii.	More than 2 Up to 4 instances of incorrect reporting of SLA breaches / health status in a calendar month as verified at site.	20% deduction in the O&M payment for the plaza
iii.	Up to 2 instances of incorrect reporting of SLA breaches / health status in a calendar month as verified at site.	10% deduction in the O&M payment for the plaza

If there are instances of 30% deduction of O&M payments for three consecutive month due to

breach of this SLA, IHMCL reserves the right to consider termination of the project in accordance with the terms of the contract.

**1.8. Damages on non-availability of Manpower**

Unauthorized availability of manpower shall attract penalty of Rs. 5000/- per day per personnel. IA has to have replacements at all times and ensure 100% staff availability. Replacements have to be informed to IHMCL in writing beforehand and to be well trained and meet qualification requirements. The attendance of all staff and replacements is to be monitored through a biometric system.

**1.9. Damages for Data Breach or Misuse of Data**

As per provisions of Digital Personal Data Protection Bill, 2023 or any other relevant acts or rule notified by the Government. The Implementation Agency will be governed as a Data Fiduciary and the principles so prescribed under the DPDPB'23 Act.

**1.10. Damages for Data Manipulation, Fudging or Other Fraudulent Practices**

If the Implementation Agency is found manipulating any data that it reports or stores (including SLA reports but not limited to), a penalty of Rs 10,00,000 will be imposed with a warning and the if the fudging was related to SLAs the entire due amount for that month will be deducted. For any repeat instance of data fudging or manipulation, IHMCL may consider termination of the contract and forfeiture of performance bank guarantee.

**1.11. Others:**

- a) SLA exclusion - Any scheduled and approved preventive maintenance activity by the IA and has an approval of IHMCL. Such scheduled and approved preventive maintenance activities shall preferably be carried out during night time (11 PM to 5 AM) and shall not exceed two instances in a month and each instance shall not exceed 4 hours.
- b) In case IHMCL is of the view that the delay is due to reasons beyond the control of the IA, suitable extension of time may be granted to the IA with or without imposing any Damages on such IA in the absolute discretion of IHMCL.
- c) Damages shall be payable by the IA within 5 days of imposition thereof by IHMCL, failing which the same shall be deducted from the payments to be made to the IA or from the Performance Security as deemed appropriate by IHMCL.
- d) The Damages payable, as set forth in this Contract, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages").
- e) The decision of Competent Authority of IHMCL will be final and binding in case of the penalty to be imposed upon the IA.