

Request for Proposal (RFP) for Selection of Consulting Agency to provide Technical and Programme Management Support

RFP Reference No.: RFP/Consultancy Service/ 2025/01

Date: 11 February 2025



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1. Fact Sheet

Important Clause	Topic
Method of Selection	The method of selection is: QCBS (80:20)
Tender Fees	RFP can be Downloaded from http://etenders.gov.in . Document Fee of INR 5000 to be paid online and proof of payment to be submitted as per terms defined in the RFP.
EMD	EMD of INR 15 lakhs in the form of Demand Draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS).
Performance Bank Guarantee	PBG of 5% of the Quoted Value in the form of Bank Guarantee would be submitted to IHMCL for a period of an additional 6 months from the expiration of the contract.
Section 2, Key dates	A pre-Bid meeting will be held as per timeline mentioned in Key Dates
Language	Proposals should be submitted in the following language(s): English
Bid Validity	Proposals must remain valid 180 days after the submission date
e-Procurement Portal	Bidders must upload and submit on the eProcurement portal http://etenders.gov.in all the items (documents), as per the folder structure specified on the eProcurement portal.
Contact Person	Chief Operating Officer, Indian Highways Management Company Limited (IHMCL) G- 5& 6, NHAI HQ New Delhi 110 075 Phone: +91-11- 25074200; 1804 Email: tenders@ihmcl.com Website: www.ihmcl.co.in
Clause 4.6.3	Proposals must be submitted no later than the date and time as mentioned in Key Dates. Proposals submitted after due date will not be accepted by the eProcurement portal

2. Schedule of the Tender - Key Dates

Sl. No.	Event Description	Date
1.	Invitation of RFP	11 FEB 2024
2.	Last date for receiving queries	20 FEB 2024
3.	Pre-Bid meeting	21 FEB 2024 @ 11 AM IST
4.	Bid Due Date	12 March 2025, 16:00 hours IST
5.	Opening of Technical Bids	13 March 2025, 16:30 hours IST
6.	Validity of bid	180 days from the bid due date

3. Invitation of Letter and Background Information

3.1. Notice Inviting Application

- a) Bids are invited by the Indian Highways Management Company Limited (IHMCL) for the following:

Name of Work	Document Fees (Non-Refundable)	EMD (Earnest Money Deposit)	Closing Date and Time
Request for Proposal (RFP) for Selection of Consulting Agency to provide Technical and Programme Management Support	INR 5,000/-	INR 15 Lakhs	As per Key Dates

- b) The complete Bidding Documents can be viewed / downloaded from e- procurement portal <http://etenders.gov.in>. The Bids shall be liable for summarily rejection unless accompanied by the requisite EMD as indicated above. IHMCL shall not be responsible for any postal delay, or network/system failure at bidder's end, as applicable. Bids submitted after the closing date/time shall be summarily rejected.
- c) IHMCL reserves the right to accept or reject any or all bids received before signing of Contract Agreement without thereby incurring any financial or other liability to the affected Bidders.

4. Instructions to the Bidders

4.1. General

- a) IHMCL invites proposals/bids from eligible entities having the requisite technical and financial capabilities.
- b) The Bids would be evaluated on the basis of the evaluation criteria set out in this Request for Proposal (RFP) Document in order to identify the Successful Bidder for providing the services envisaged under this RFP.
- c) Terms used in this RFP Document which have not been defined herein shall have the meaning recognized thereto in the draft Contract Conditions.
- d) Pursuant to the release of this RFP Document, IHMCL shall receive bids, prepared and submitted in accordance with the terms set forth in this RFP Document and other documents provided by IHMCL pursuant to this RFP Document including annexure/ Appendix hereto (collectively referred to as the "Bid Documents"), as modified, altered, amended and clarified from time to time by IHMCL.
- e) This RFP Document and all attached documents are and shall remain the property of IHMCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective bids in accordance herewith. Bidders shall not use it for any purpose other than for preparation and submission of their bids.
- f) The statements and explanations contained in this RFP Document are intended to provide an understanding to the Bidders about the subject matter of this RFP Document and shall not be construed or interpreted as limiting, in any way or manner whatsoever, the scope of services, work and obligations of the Successful Bidder to be set forth in the RFP or IHMCL right to amend, alter, change, supplement or clarify the scope of service and work, the Contract conditions to be awarded pursuant to the RFP Document including the terms thereof, and this RFP Document including terms herein contained. Consequently, any omissions, conflicts or contradictions in the Bid Document are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by IHMCL.
- g) Bidders may note that IHMCL will not entertain any material deviations from the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the terms and conditions of the draft Master Service Agreement. Any conditional Proposal is liable for outright rejection.
- h) Conditional or incomplete proposals are liable to be treated as non-responsive and, therefore may be rejected at the sole discretion of IHMCL.
- i) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- j) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by IHMCL on the basis of this RFP.
- k) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of IHMCL. Any notification of preferred bidder status

by IHMCL. IHMCL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of IHMCL

- l) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2. Preparation and submission of application

- a) Bid must be submitted online only at <http://etenders.gov.in> during the validity of registration with the e-Tendering Portal being managed by National Informatics Centre (NIC), i.e. <http://etenders.gov.in>. To participate in e-tendering, the intending participants shall register themselves in the website of URL.
- b) The Authorized Signatory holding Power of Attorney/Letter of Authorization and the person whose DSC is used for submission of bids must be the same.
- c) In case of person whose DSC is used for submission of bids is different from person holding Power of Attorney, then following needs to be submitted:
- i. The Board Resolution in the name of person whose DSC is used for submission of bids highlighting he or she is authorized for submission of bids.
 - ii. An authorization letter in the name of person holding Power of Attorney duly authorized by person whose DSC is used.
- d) Bidders/Applicants are advised to go through the FAQs, guidelines, instructions, manuals, policies, system setting procedures etc. as provided in the e-Procurement portal.
- e) Tender form and relevant documents will not be sold /issued manually from offices.
- f) Bidders are required to upload scanned copies of Bid Security, proof of online payment of cost Bidding Documents, Power of Attorney and other relevant document on the e- procurement portal.
- g) All documents including Application Fee, EMD, Power of Attorney, relevant Appendices eligibility documents etc. need to be submitted on e-tender portal. The Bidder shall submit the scanned copy of the original documents as mentioned in the RFP along with the bid on or before due date of submission. Evaluation of bids shall be carried out with the available scanned copy of original document submitted by bidder as per RFP requirement. However, the successful bidder has to submit the original documents physically with IHMCL before the issue of LOA.
- h) The date and time for online submission as mentioned in the section RFP document shall be strictly followed in all cases. The bidder/Applicants should ensure that their tender is submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Tender(s) not submitted online will not be entertained.
- i) If for any reason, any interested bidder fails to complete any online stages during the complete tender cycle, IHMCL shall not be responsible for that and any grievance regarding that shall not be entertained.

4.3. Eligibility / Pre-Qualification Criteria

The bidder qualifying the following criteria shall be considered eligible to bid for this RFP. The Technical Proposals of the Bidders shall be evaluated for meeting the eligibility/pre-qualification criteria based on the parameters listed below:

Sl#	Requirement Parameter	Eligibility Conditions / Conditions	Supporting Document to be Provided
1.	Legal Entity	i. The Bidder must be a business entity incorporated in India under the Companies Act, 1956/2013 or the Limited Liability Partnerships Act, 2008. ii. The Bidder should be registered with GST in India. JV/ Consortiums are NOT allowed.	i. Copy of Certificate of Incorporation/ Registration under Companies Act, 1956/2013 or Deed of partnership registered under Limited Liability Partnership Act 2008. ii. GST Registration Certificate
2.	Field of Business	The bidder should be engaged in the business of IT consulting and must have provided IT consulting to any Central/State Government department/entities or PSUs in the last 5 years as on bid due date.	Work order specifying the Scope of Services related to IT Consulting
3.	Annual Turnover	The Bidder should have an average annual turnover of at least INR 5 crore in the last three financial years FY 2021-22, 2022-23 and 2023-24.	i. Certificate from the CA/Statutory Auditor clearly specifying the annual turnover for the specified years. ii. Audited and Certified copies of Balance Sheet and Profit/Loss Account for the specified years
4.	Net-worth	The Bidder must have positive Net worth in Indian Rupees as on 31 March 2024.	Certificate from the Statutory Auditor clearly specifying the net worth of the firm as on 31 March 2024

Sl#	Requirement Parameter	Eligibility Conditions / Conditions	Supporting Document to be Provided
5.	Relevant Project Experience	<p>The Bidder must have successfully completed at least 1 project of 'similar nature' of Contract value not less than the amount INR 1 Crore (excluding taxes) in India for Central/State Government departments/entities, or Law Enforcement Authorities, or PSUs as on the bid due date in the last 07 years as on bid due date.</p> <p>“Similar nature” for this criterion shall mean Consulting or Advisory Services involving the preparation of Detailed Project Reports (DPR)/Preparation of tender documents/Bid Process Management/ Programme Management Unit (PMU) in the field of Intelligent Traffic Management Systems (ITMS)/Advanced Traffic Management Systems (ATMS)/Electronic Tolling System/City Surveillance/ Smart City</p>	<p>Work order/ Contract clearly highlighting the relevant scope of work, and contract value, year of execution.</p> <p>In the case of completed projects, copy of completion certificate issued & signed by the competent authority of the client entity on the entity's letter- head.</p>
6.	No-blacklisting / No-debarment clause	The Bidder should not have been blacklisted or debarred by any State / Central Government Department or Central / State PSUs as on Bid Due Date.	Undertaking certifying non-blacklisting as per specified format.

The Bidders must provide all supporting documents specified above in support of each eligibility requirement in line with the criteria stipulated in eligibility and technical evaluation criteria.

5. Pre-Bid Meeting & Clarifications

5.1. Bidders Queries

- a) IHMCL shall hold a pre-bid meeting with the prospective bidders on date & time as mentioned in Key Dates.
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should be emailed one day before pre-bid meeting on email id tenders@ihmcl.com.
- c) In case of a VC – Meeting details shall be sent to those email IDs from whom queries have been received by due date. Interested bidders may ask for meeting details one day prior to the pre-bid meeting.
- d) The queries should be submitted in the following format:

S.No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification / Suggestion
1			
2			

- e) Queries should be sent in excel format only.
- f) IHMCL shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by IHMCL.

5.2. Responses to Pre-Bid Queries and Issue of Corrigendum

- a) IHMCL will endeavor to provide timely responses to all queries. However, IHMCL makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does IHMCL undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, IHMCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the e-tender website.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, IHMCL may, at its discretion, extend the last date for the receipt of Proposals.

5.3. Key Requirements of the Bid

5.3.1. Right to Terminate the Process

- a) IHMCL may terminate the RFP process at any time and without assigning any reason.

IHMCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.

- b) This RFP does not constitute an offer by IHMCL. The bidder's participation in this process may result IHMCL selecting the bidder to engage towards execution of the contract.

5.3.2. RFP Document Fees

- a) The RFP documents have been made available to be downloaded without any fee from the website www.etenders.gov.in.
- b) The demand draft of RFP document fees (if any, as mentioned in the Fact Sheet) should be submitted along with the bidder's proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.
- c) The document fee shall have to be deposited in IHMCL bank account and proof of payment (receipt, UTR details etc.) shall be submitted in Bid Proposal. IHMCL bank account details for deposit of Document Fee is as mentioned below: -
- A/c Holder Name = Indian Highways Management Company Limited
 - Bank Name = Canara Bank
 - A/c No. = 8598201006217
 - IFSC = CNRB0008598
 - Branch = Delhi NHAI Dwarka Branch New Delhi-110075

5.3.3. Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Proposals, an EMD of INR 15 Lakhs only, in the form of a demand draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS). The payment transfer related information is as follows:
- a. EMD BG in the format specified in Appendix I: Form 3 issued by a commercial bank in favour of Account details as mentioned below. The EMD BG should remain valid for a period of 60 days beyond the final tender validity period.
 - b. Demand Draft/Banker cheque drawn on any schedule bank: Payable at Indian Highways Management Company Limited, New Delhi
 - c. Electronic Bank Guarantee under Structured Financial Messaging System (SFMS)
 - A/c Holder Name = Indian Highways Management Company Limited Bank Name = Canara Bank
 - A/c No. = 8598201006217 IFSC = CNRB0008598
 - Branch = Delhi NHAI Dwarka Branch New Delhi-110075
- b) The Successful Bidder's EMD will be returned, without any interest, upon the Successful Bidder signing the Contract and furnishing the Performance Security in accordance with the provisions thereof. IHMCL may, at the Successful Bidder's option, adjust the amount of EMD in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract.
- c) Any bid not accompanied by an acceptable Earnest Money Deposit and Document

Fee shall be rejected by IHMCL as non-responsive.

- d) The Earnest Money Deposit of unsuccessful bidders will be returned upon written request from the unsuccessful bidder, after expiry of the period of Bid Validity prescribed by IHMCL or Signing of Contract Agreement between IHMCL and successful bidder.
- e) The Earnest Money Deposit of the Successful Bidder will be discharged when the Successful Bidder has furnished the required Performance Security and signed the Contract Agreement.
- f) The Bid Security / Earnest Money will be forfeited:
 - a. if the Bidder withdraws or modifies the Bid during the period of Bid validity;
 - b. if the Bidder does not accept the correction of the bid price, pursuant to clause pertaining to imbalance bid;
 - c. in the case of a Successful Bidder, if the Bidder fails within the specified time limit to sign the Contract; and/or
 - d. Furnish the required Performance Security; or
 - e. if the Bidder is found to be engaged in corrupt or fraudulent practices.

5.3.4. Submission of Proposals

- a) All documents including Application Fee, EMD, Power of Attorney, relevant appendices, eligibility documents etc. need to be submitted on e-tender portal. The Bidder shall submit the scanned copy of the original documents as mentioned in the RFP along with the bid on or before due date of submission. Evaluation of bids shall be carried out with the available scanned copy of original document submitted by bidder on e-portal as per RFP requirement. However, the successful bidder has to submit the original documents physically with IHMCL before the issue of LOA.
- b) Bidders should submit their responses as per the procedure specified in the e-Procurement portal (<http://etenders.gov.in>) being used for this purpose. Generally, the items to be uploaded on the portal would include all the related documents mentioned in this RFP, such as:
 - Tender Fee
 - EMD
 - Pre-qualification response
 - Technical Proposal
 - Financial proposal
 - Additional certifications/documents E.g. Power of Attorney, certificates on turnover, etc.
 - All relevant appendices and supporting documents as required on RFP
- c) Below-mentioned documents need to be submitted physically at IHMCL office as per schedule of the tender (Key dates): -

- Document Fee
 - Bid Security/EMD
 - Power of Attorney
- d) However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal.
- e) The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the submission timelines. IHMCL will in no case be responsible if the bid is not submitted online within the specified timelines.
- f) All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.
- g) The Applicant shall provide all the information sought under this RFP. IHMCL will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.
- h) The Application/Bid Documents uploaded on e-tender portal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application.

5.3.5. Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal.

5.4. Preparation and submission of Proposal

5.4.1. Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. IHMCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.4.2. Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

5.4.3. Deadline for Submission of proposals

The bid must be submitted on the eProcurement portal <http://etenders.gov.in> by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. IHMCL shall not be responsible for any delay in the submission of the documents.

IHMCL may, at its discretion, extend the deadline for submission of Bids by issuing an amendment in which case all rights and obligations of IHMCL and the Bidders previously subject to the original deadline will thereafter be subject to the deadline extended.

Offer by fax / e-mail will not be accepted and shall be treated as void ab-initio.

5.4.4. Late Bids

Bids submitted after the due date will not be accepted by the eProcurement system (<http://etenders.gov.in>) and hence will automatically be rejected. IHMCL shall not be responsible for any delay in the online submission of the proposal.

5.5. Alternate Proposals by the Bidders

Bidder shall submit only one bid/offer for this RFP that fully complies with the requirement of the RFP including conditions of Contract. Conditional offer or alternate offer will not be considered further in the process of tender evaluation.

5.6. Deviations

The bidder may provide deviation to the contents of the RFP document. It may be noted that once the deviation is provided, the bidder would not be allowed that to withdraw the deviation submitted.

The Evaluation Committee would evaluate and classify them as “material deviation” or “nonmaterial deviation “. In case of any material deviations, the Committee would be entitled to reject the bid.

5.7. Evaluation process / Selection procedure

- a) IHMCL will constitute an Evaluation Committee to evaluate the responses of the bidders.
- b) The Evaluation Committee constituted by IHMCL shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d) The Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e) The Evaluation Committee may ask Bidder(s) for additional information, visit to Bidder's site and/ or arrange discussions with their professional, technical faculties to verify claims made in Technical Bid documentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal.
- f) The Evaluation Committee reserves the right to reject any or all proposals on the basis

of any deviations.

- g) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

5.8. Modifications/ substitution/ withdrawal of Applications

- a) The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by IHMCL prior to the Bid Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Bid Due Date.
- b) Any alteration/ modification in the Application or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by IHMCL, shall be disregarded.

5.9. Tender Opening

- a) IHMCL shall open the Applications as per Key Timelines mentioned in RFP, at the place specified in RFP and in the presence of the Applicants who choose to attend.
- b) Applications for which a notice of withdrawal has been submitted in accordance with Clause 4.10 shall not be opened.
- c) IHMCL will subsequently examine and evaluate Applications in accordance with the provisions set out in this RFP.
- d) Applicants are advised that selection of Applicants will be entirely at the discretion of IHMCL. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- e) Any information contained in the Application shall not in any way be construed as binding on IHMCL, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- f) IHMCL reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- g) If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, IHMCL may, in its sole discretion, exclude the relevant project from computation of the Eligible Score of the Applicant.
- h) In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by IHMCL as incorrect or erroneous, IHMCL shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material representation, IHMCL reserves the right to reject the Application and/ or Bid.

5.10. Tender Validity

- a) Bids shall remain valid for a period of 180 days from the Bid due date. Any Bid valid for a shorter period shall be rejected as non-responsive. IHMCL has sole discretion to extend the period beyond 180 days.
- b) In exceptional circumstances, IHMCL may solicit Bidder's consent to an extension of

the period of validity. The request and the responses thereto shall be made in writing; however, no modification to such bid shall be permitted.

5.11. Tender Evaluation

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
 - a. Are not submitted in as specified in the RFP document
 - b. Received without the Letter of Authorization (Power of Attorney)
 - c. Are found with suppression of details
 - d. With incomplete information, subjective, conditional offers and partial offers submitted
 - e. Submitted without the documents requested in the RFP
 - f. Have non-compliance of any of the clauses stipulated in the RFP
 - g. With lesser validity period
 - h. All responsive Bids will be considered for further processing as below.
- b) IHMCL will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.
- c) During evaluation and comparison of bids, IHMCL may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing via email, asking the Bidder to respond by a specified date, and also mentioning therein that, if the Bidder does not comply or respond by the date, his tender will be liable to be rejected. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents shall be sought only in case of historical documents which pre-existed at the time of the bid opening and which have not undergone change since then.

5.12. Award Criteria

IHMCL will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

5.13. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

IHMCL reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for IHMCL's action.

5.14. Notification of Award

- a) Prior to the expiration of the validity period, IHMCL will notify the successful bidder in writing or by email, that its proposal has been accepted. The successful bidder should accept the award within 05 days of issuance of notice by IHMCL. In case the tendering

process / public procurement process has not been completed within the stipulated period, IHMCL, may like to request the bidders to extend the validity period of the bid.

- b) The notification of award will constitute the formation of the contract. Upon the successful bidder's submitting acceptance to the notification of award by IHMCL, furnishing of Performance Bank Guarantee and signing of Contract Agreement, IHMCL will notify each unsuccessful bidder and return their EMD.

5.15. Performance Guarantee

- a) IHMCL will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 5% of the total cost of quoted by bidder. The Performance Guarantee should be valid for a period of 6 months after expiry of Contract Agreement and also should have claim period of 1-year post expiry. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non- completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, IHMCL at its discretion may cancel the order placed on the selected bidder without giving any notice.
- b) IHMCL shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or IHMCL incurs any loss due to selected bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

5.16. Signing of Contract

Post submission of Performance Guarantee by the successful bidder, IHMCL shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder. The successful bidder shall also sign a Non-Disclosure Agreement with the IHMCL.

5.17. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Proposed Contract terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event IHMCL may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, IHMCL shall invoke the PBG of the most responsive bidder.

5.18. Downstream work

The Consultant shall not be eligible to bid for the activities relating to the implementation of this project. Further, the consultant shall give a declaration that they do not have any interest in downstream business, which may ensue from this assignment.

5.19. Substitution of Key Personnel

If any of the Key Personnel become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Personnel.

5.20. Complaint Proposals/ Completeness of Response

- a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - a. Comply with all requirements as set out within this RFP.
 - b. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - c. Include all supporting documentations specified in this RFP.

5.21. Change Request

The following would constitute a Change request

- a) Any work which has not been specifically mentioned in the scope of work.
- b) Any changes in the deliverables post approval by the client.
- c) Bid Process Management in case of re-tendering is to be done for reasons for which the consultants are not responsible.
- d) Any delay in the project timelines beyond the calendar time mentioned in the tender document for which Bidder is not directly responsible. In such a case, the additional effort estimated by the bidder and its costs would be discussed and finalized in discussions with the Bidder. The basis of this cost would be the commercial bid.

5.22. Fraud and Corrupt Practices

- a) The Applicants/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, IHMCL shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, IHMCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to IHMCL for, inter alia, time, cost and effort of IHMCL, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- b) Without prejudice to the rights of IHMCL under Clause above and the rights and remedies which IHMCL may have under the LOI or the Contract, if an Applicant or Consultant, as the case may be, is found by IHMCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Contract, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by IHMCL during a period 3 years of from the date such Applicant or Consultant, as the case may

be, is found by IHMCL to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- a. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of IHMCL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Contract or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the IHMCL , shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the Award or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of IHMCL in relation to any matter concerning the Project;
 - b. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - d. "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 Selection Process; or (ii) having a Conflict of Interest; and
 - e. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5.23. Conflict of Interest

- a) An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the IHMCL shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to IHMCL for, inter alia, the time, cost and effort of IHMCL including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to IHMCL hereunder or otherwise.
- b) IHMCL requires that the Consultant provides professional, objective, and impartial advice and at all times hold IHMCL's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

The Consultant shall not accept or engage in any assignment that would be in 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) Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- a. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - b. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - c. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Proposal of either or each of the other Bidder; or
 - d. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to IHMCL for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - e. A firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- d) An Bidder eventually appointed to provide Consultancy for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for IHMCL in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for IHMCL where the conflict of interest situation does not arise.
- e) In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to IHMCL as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. IHMCL shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

6. Evaluation Criteria

6.1. Phase 1 – Pre-Qualification Criteria

- a) The Technical Bids will be evaluated by an Evaluation Committee. The Bidder shall have to fulfil all the Eligibility Criteria as specified in the RFP. Following documents shall be evaluated as per part of Pre-Qualification stage: -
- a. Document Fee,
 - b. EMD/Bid Security,
 - c. Power of Attorney (PoA) and
 - d. Other Eligibility Documents and Appendices.
- b) The Bidder shall have to submit all the required documents as per various formats provided in 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.
- c) Evaluation of Technical Bids by the Evaluation Committee shall not be questioned by any of the Bidders. IHMCL may ask Bidder(s) for additional information, visit to Bidder's site and/ or arrange discussions with their professional, technical faculties to verify claims made in Technical Bid documentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal.

6.2. Phase 2 – Technical Qualification Criteria

Based upon the evaluation of the documents and the conditions specified in the RFP, IHMCL shall announce the names of the Bidders who have qualified for Phase-2 Technical Qualification. It is hereby clarified that Technical Qualification evaluation of only such Bidders who are declared qualified as stated herein shall be performed.

6.3. Technical Qualification Criteria – Technical Score

The Technical Proposals of the Bidders shall be evaluated based on the Technical Evaluation Framework as listed in the Table below and marks (ST) shall be provided accordingly:

Section #	Evaluation Criteria	Total Marks
A.	Bidder Profile	10
B.	Relevant Past Experience	30
C.	Approach & Methodology	15
D.	Resource Profile	45
Overall Technical Score		100

6.3.1. Detailed Technical Scoring Criteria

SI No.	Criteria	Maximum Marks	Supporting Documents required
A	Bidder's Profile	10	
A1	<p>Average Annual Turnover generated in the last three financial years FY 2021-22, 2022-23 and 2023-24</p> <ul style="list-style-type: none"> • More than INR 10 Crores = 5 marks • Equal to INR 5 Crore up to INR 10 Crore = 4 Marks • Less than INR 5 Crore = 0 mark 	5	<p>Extracts from the audited Balance sheet and Profit & Loss for the last 3 years as specified;</p> <p>AND</p> <p>Certificate from the CA/Statutory Auditor</p>
A2	<p>Total number of Full-time employees as on the release date of RFP.</p> <ul style="list-style-type: none"> • No. of employees is more than 50 = 5 marks • No. of employees between 30 to 50 = 4 Marks • Less than 30 no. of employees = 0 Mark 	5	Notarized affidavit confirming number of Full-time employees.
B	Relevant Past Experience	30	
B1	<p>The Bidder must have successfully completed at least 1 project of 'similar nature' of Contract value not less than the amount INR 1 Crore (excluding taxes) in India for Central/State Government departments/entities, or Law Enforcement Authorities, or PSUs as on the bid due date in the last 07 years as on bid due date.</p> <p>"Similar nature" for this criterion shall mean Consulting or Advisory Services involving the preparation of Detailed Project Reports (DPR)/Preparation of tender documents/Bid Process Management/ Programme</p>	30	<p>Extracts of Work Order + Completion Certificates from the client;</p> <p>Or</p> <p>Extracts of Work Order + Self Certificate of Completion (Certified by the Statutory Auditor or the Authorized Signatory holding Power of Attorney for the bid)</p> <p>The extracts of Work Order or the Self- Certificate should clearly demonstrate the</p>

SI No.	Criteria	Maximum Marks	Supporting Documents required
	<p>Management Unit (PMU) support in the field of Intelligent Traffic Management Systems (ITMS)/Advanced Traffic Management Systems (ATMS)/Electronic Tolling System/City Surveillance/ Smart City.</p> <p>Marks shall be allocated as below:</p> <p>For each qualifying project = 10 marks, up to maximum 30 marks</p>		<p>relevant area of work/activities as required in the criterion.</p> <p>IHMCL reserves the right to seek further explanation or supporting documents in case any clarification is required during evaluation of a Self-certificate submitted by the Bidder.</p> <p>In the case of ongoing projects, letter issued by competent authority of the client entity on the entity's letterhead stating the current validity of the contract and reaffirming the work value completed (which should be as per requisite criteria)</p>
C	Approach & Methodology	15	
C1	<ul style="list-style-type: none"> i. Demonstration of understanding of the Scope of Services & Projects under IHMCL ii. Demonstration of procedures/methodologies for conduct of FAT and SAT for TMS and ATMS projects iii. Demonstration of procedures/methodologies for conduct of IT System Audit at Toll plazas 	15	<p>Presentation to be made by Proposed Resources of the Bidder before the Committee</p> <p>Assessment to be based on a note covering all requirements as mentioned.</p>
D	Resource Profile	45	
	Based on detailed marking as provided in subsequent section in Clause 6.3.2		
D1	Project Manager - PMU	10	1. CV of resources to be submitted in prescribed format counter- signed by the
D2	Toll Management System (TMS) Expert	10	

SI No.	Criteria	Maximum Marks	Supporting Documents required
D3	Highways ATMS Expert	10	resource, counter-signed by the authorized signatory. 2. Supporting document/proof to be attached along with CVs for project experience as per requirement in Table under Clause 6.3.2 3. IHMCL reserves the right to verify the project experience of resources claimed.
D4	IT System Audit Expert	5	
D5	Technical Support- TMS	5	
D6	Technical Support- ATMS	5	

6.3.2. Detailed Criteria for Evaluation of Proposed Resource

D1 : For Project Manager

- **Minimum Education Qualification** - BE/BTech in any Stream from any recognized institute by AICTE and Regular Full-time MBA or equivalent
- **Minimum Years of Experience** - At least 10 years

Head	Marking	Max marks
Educational Qualification	i. Regular Full-time Degree or Post-Graduation from any IITs/IISc/IIMs/XLRI – 2 marks ii. Regular Full-time Degree or Post-Graduate from any institute other than (i) above – 0 mark	2
Certification	i. Valid PMP or Prince2 Certification = 2 marks ii. No valid PMP or Prince2 Certification = 0 mark Certification should be valid as on bid due date and certification should be attached along with CV.	2
Total years of experience	i. More than 12 years = 2 marks ii. Equal to 10 years and up to 12 years = 1 mark	2
Experience in PMU for IT/ITS Projects with Central / State Government departments / entities, Authorities, or PSUs	i. > 6 projects = 4 marks ii. 5 – 6 projects = 3 marks iii. 3 - 4 projects = 2 marks	4
Total Marks		10

IMPORTANT –

- All projects claimed for should be specifically mentioned with details of client, year, role etc. in the CV of the Proposed Resource.

D2 For Toll Management System (TMS) Expert

- **Minimum Education Qualification** – BE/BTech/MCA/MSc (IT) Stream from any recognized institute by AICTE/UGC
- **Minimum Years of Experience** - At least 10 years
- **Conflict of Interest** - In case awarded, the proposed resource shall not, directly or indirectly, engage with or be employed by any Toll Management System (TMS) System Integrator (SI) associated with NHAI toll plazas during the contract period.

Head	Marking	Max marks
Years of experience working in the field of Electronic Tolling / FASTag.	<ul style="list-style-type: none"> • > 15 years = 4 marks • 13-15 years and up to 15 years = 3 marks • 10 -12 years = 2 marks 	4
Experience in TMS Projects: Number of projects worked related to TMS for Highways projects with Central / State Highway Authorities	<ul style="list-style-type: none"> • > 6 projects = 3 marks • 5 – 6 projects = 2 marks • 3 - 4 projects = 1 mark 	3
Conducted Factory Acceptance Testing (FAT) and/or Site/System Acceptance Testing (SAT) as a consultant. <i>For avoidance of doubt, SAT for projects shall mean one unique project undertaken by the resource and shall not mean multiple locations/sites under same project</i>	<ul style="list-style-type: none"> • More than 3 projects = 2 marks • 1 - 3 projects = 1 mark 	2
Possesses in- depth understanding of Interface Control Document (ICD) protocol of NETC (FASTag) program, and in-depth understanding of various equipment of Toll Management System (TMS)	<ul style="list-style-type: none"> • Yes = 1 mark • No = 0 mark 	1
Total		10

IMPORTANT –

- All projects claimed for should be specifically mentioned with details of client, year, role etc. in the CV of the Proposed Resource.
- Adequate details of FAT/SAT conducted by Resources should be provided in the CV along with supporting to substantiate.

- Resource to self-certify the in-depth understanding of Interface Control Document (ICD) protocol of NETC (FASTag) program, and in-depth understanding of various equipment of Toll Management System (TMS) in the CV.

D3 For Highways ATMS Expert

- **Minimum Education Qualification** – BE/BTech/MCA/MSc (IT) Stream from any recognized institute by AICTE/UGC
- **Minimum Years of Experience** - At least 10 years
- **Conflict of Interest** - In case awarded, the proposed resource shall not, directly or indirectly, engage with or be employed by any Advanced Traffic Management System (ATMS) System Integrator (SI) associated with NHAI projects during the contract period.

Head	Marking	Max marks
Years of experience working in the field of Advanced Traffic Management System (ATMS) or, Intelligent Traffic Management System for Highways/ Smart City/City Surveillance projects	<ul style="list-style-type: none"> • > 15 years = 4 marks • 13-15 years and up to 15 years = 3 marks • 10 -12 years = 2 marks 	4
Experience in ATMS Projects: Number of projects worked related to ATMS for Highways projects with Central / State Highway Authorities	<ul style="list-style-type: none"> • > 6 projects = 3 marks • 5 – 6 projects = 2 marks • 3 - 4 projects = 1 mark 	3
Conducted Factory Acceptance Testing (FAT) and/or Site/System Acceptance Testing (SAT) as a consultant <i>For avoidance of doubt, SAT for projects shall mean one unique project undertaken by the resource and shall not mean multiple locations/sites under same project</i>	<ul style="list-style-type: none"> • More than 3 projects = 2 marks • 1 - 3 projects = 1 mark 	2
Possesses in- depth understanding of ATMS Guidelines issued by NHAI from time to time, including the latest revised Guidelines issued in October 2023	<ul style="list-style-type: none"> • Yes = 1 mark • No = 0 mark 	1
Total		10

IMPORTANT –

- All projects claimed for should be specifically mentioned with details of client, year, role etc. in the CV of the Proposed Resource.
- Adequate details of FAT/SAT conducted by Resources should be provided in the CV along with supporting to substantiate.
- Resource to self-certify the in- depth understanding of ATMS Guidelines issued by NHAI from time to time, including the latest revised Guidelines issued in October 2023

D4 IT System Audit Expert

- **Minimum Education Qualification & Certification**
 - B.E./B.Tech in Computer Science/Electronics & Communication/IT from any recognized institute by AICTE/UGC
 - Certified Information Systems Auditor (CISA) Or, Certified Information Systems Security Professional (CISSP)
- **Minimum Years of Experience – At least 8 years**

Head	Marking	Max marks
Experience in IT System Audit: Number of IT System Audit conduct related to e-Governance projects/ digital transformation projects/Smart city projects, etc. with Central / State Government/entities	<ul style="list-style-type: none"> • > 2 projects = 2 marks • 1 - 2 projects = 1 mark 	2
Experience in IT System Audit for TMS and ATMS projects: Number of IT System Audit conduct related to TMS or ATMS for projects with Central / State Highway Authorities	<ul style="list-style-type: none"> • > 2 TMS/ATMS projects = 3 marks • 1 - 2 TMS/ATMS projects = 1 mark 	3
Total		5

IMPORTANT –

- All projects claimed for should be specifically mentioned with details of client, year, role etc. in the CV of the Proposed Resource.

D5 Technical Support – TMS

- **Minimum Education Qualification – BE/BTech/MCA/MSc (IT) Stream from any recognized institute by AICTE/UGC**

- **Minimum Years of Experience** – At least 5 years

Head	Marking	Max marks
Total years of experience in Electronic Tolling / FASTag	<ul style="list-style-type: none"> • > 7 years = 3 marks • 5-7 years = 2 marks 	3
Experience of SAT for TMS System at Toll Plaza: Number of SAT conducted related to TMS for highways projects with Central / State Highway Authorities <i>For avoidance of doubt, SAT for projects shall mean one unique project undertaken by the resource and shall not mean multiple locations/sites under same project</i>	<ul style="list-style-type: none"> • > 2 TMS projects = 2 marks • 1 - 2 TMS projects = 1 mark 	2
Total		5

IMPORTANT –

- Adequate details of FAT/SAT conducted by Resources should be provided in the CV along with supporting to substantiate.

D6 Technical Support – ATMS

- **Minimum Education Qualification** – BE/BTech/MCA/MSc (IT) Stream from any recognized institute by AICTE/UGC
- **Minimum Years of Experience** – At least 5 years

Head	Marking	Max marks
Total years of experience in Advanced Traffic Management System (ATMS) or, Intelligent Traffic Management System for Highways/ Smart City/City Surveillance projects	<ul style="list-style-type: none"> • > 7 years = 3 marks • 5-7 years = 2 marks 	3
Experience of SAT for ATMS System: Number of SAT conducted related to ATMS for highways	<ul style="list-style-type: none"> • > 2 ATMS projects = 2 marks • 1 - 2 ATMS projects = 1 mark 	2

projects with Central / State Highway Authorities <i>For avoidance of doubt, SAT for projects shall mean one unique project undertaken by the resource and shall not mean multiple locations/sites under same project</i>		
Total		5

IMPORTANT –

- Adequate details of FAT/SAT conducted by Resources should be provided in the CV along with supporting to substantiate.
- a) Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score (ST) at least **70 marks out of total 100** from the technical evaluation criteria would be considered technically qualified.
- b) In case if any CV found to be not qualifying the set criteria, then IHMCL reserves the right to REJECT the technical bid.**
- c) 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 has to be supplied within the set out time frame as provided by Evaluation Committee, otherwise 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 clarifications 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 getting relevant information from the bidders' references.

6.4. Phase-3: - Financial Bid Evaluation

- a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b) If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- c) The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point b above).
- d) Financial Scores for other than L1 bidders will be evaluated using the following formula:
- e) Financial Score of a Bidder (SF) = {(Lowest Total Financial Bid Quoted / Total Financial Bid Quoted by the Bidder) X 100} % (Adjusted to two decimal places)**

- f) The bid price will include all taxes and levies except GST and shall be in Indian Rupees.
- g) Any conditional bid would be rejected
- h) Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail". If the bidder does not accept the correction of errors, its Bid shall be rejected and the EMD will be forfeited.

6.5. Combined and Final Evaluation

- a) The technical and financial scores secured by each bidder will be added using weightage as mentioned in the RFP and respectively to compute a Composite Bid Score.
- b) The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows: -

$$\mathbf{S = 80\% * ST + 20\% * SF}$$

Where S = overall score of the bidder.

ST = Technical score of the bidder (out of maximum of 100 marks)

SF = Normalized financial score of the bidder

- c) In the event the bid composite bid scores are 'tied', IHMCL may: -
 - a. Declare the bidder securing the highest technical score as the Preferred Bidder for award of the Project.
 - b. Take any such measure as may be deemed fit at its sole discretion, including annulment of the bidding process.

7. Conditions of Contract

As provided in Appendix – IV of this RFP.

8. Terms of Reference

8.1. About IHMCL

NHAI jointly with its Concessionaires and Financial Institutions incorporated Indian Highways Management Company Limited (IHMCL) on 26.12.2012 under the Companies Act, 1956 to carry out Electronic Tolling and other ancillary projects of NHAI.

Indian Highways Management Company Limited (IHMCL) was incorporated on 26.12.2012 under the Companies Act, 1956.

It was incorporated to carry out Electronic Tolling and other allied works by NHAI jointly with its Concessionaires and Financial Institutions.

The shareholding pattern of stakeholders is NHAI-41.38%, Concessionaires-33.81% and Financial Institutions 24.81%.

8.2. Key Projects at IHMCL

The key projects undertaken by IHMC are as below:

- i. National Electronic Toll Collection Programme (FASTag)
- ii. ETC infrastructure Implementation at NHAI public funded toll plazas
- iii. Advanced Traffic Management System (ATMS)
- iv. Barrier -less free flow tolling system / Multi-Lane Free Flow (MLFF) system
- v. NH Helpline Number 1033
- vi. Traffic Survey
- vii. Toll Monitoring and Control Center (TMCC) Project

Please visit www.ihmcl.co.in for details of various Projects undertaken by IHMCL.

8.3. Scope of Work

Indian Highways Management Company Limited (Hereinafter referred to as “Authority” or “IHMCL”) intends to engage the consultants for providing technical and programme management support in various projects such as TMS, ATMS, MLFF projects etc.

The Scope will broadly encompass the following activities:

- i. Preparation of Detailed Projects Report (DPR)
- ii. Technical Input on preparation of various RFPs
- iii. Preparation of Bill of Quantities (BOQ)
- iv. Conduct of Factory Acceptance Testing (FAT) and review of FAT documents
- v. Conduct of Site/System Acceptance Testing (SAT)
- vi. IT System Audit at toll plazas and ATMS system
- vii. Review of various technical documents such as Design Document, Requirement Specifications, related to TMS, ATMS projects

- viii. Site Assessment
- ix. SLA Monitoring of various projects
- x. MIS and Reporting
- xi. Programme Management Support for various Projects

8.3.1. Various Activities & Deliverables

i. Preparation of Detailed Project Report (DPR)

The consultant shall be responsible for preparing a comprehensive Detailed Project Report (DPR) for various projects such as Toll Management System (TMS), Advanced Traffic Management System (ATMS), and Multi-Lane Free Flow (MLFF) tolling. The DPR shall include but not be limited to:

- a. Feasibility study and technical analysis
- b. Detailed technical specifications, system architecture, and integration requirements.
- c. Assessment of existing infrastructure and gap analysis.
- d. Cost estimation and financial viability of the project.
- e. Location identification for various sub-systems
- f. Implementation strategy, risk assessment, and mitigation plan.
- g. Identification of best practices, industry standards, and global benchmarking.

The DPR shall serve as the foundational document for project execution and vendor selection, ensuring a well-structured approach towards implementation.

ii. Preparation of Bill of Quantities (BOQ)

The consultant shall prepare a detailed Bill of Quantities (BOQ) for for the projects. The BOQ shall include:

- a. Itemized list of all required hardware and software components.
- b. Specifications and quantity estimation based on site assessments.
- c. Cost estimation for procurement and implementation.
- d. Compatibility and integration requirements with existing infrastructure.

iii. Conduct of Factory Acceptance Testing (FAT) and Review of FAT Documents

The consultant shall oversee the Factory Acceptance Testing (FAT) process to verify that the equipment and software procured meet the defined technical requirements before deployment. This shall include:

- a. Defining FAT procedures and test cases in coordination with vendors/OEMs
- b. Conducting on-site testing at the manufacturing facility to evaluate system performance, functionality, and compliance with specifications.

- c. Reviewing FAT reports and test results to approve or recommend corrective measures.
- d. Ensuring that the tested components align with the contractual and project requirements before dispatch.

iv. Conduct of Site/System Acceptance Testing (SAT)

The consultant shall conduct Site/System Acceptance Testing (SAT) post-installation & commissioning to ensure that deployed systems are functioning as per the defined scope and technical specifications. This shall involve:

- a. Verifying system performance, integration, and interoperability with existing infrastructure.
- b. Conducting on-ground testing of software, communication networks, and hardware components.
- c. Testing system responsiveness under different traffic and environmental conditions.
- d. Identifying any operational or performance-related issues and recommending necessary corrections.
- e. Preparing a detailed SAT report highlighting system compliance and required rectifications, if any.

v. IT System Audit at Toll Plazas and ATMS System

The consultant shall perform comprehensive IT system audits at identified toll plazas and ATMS projects to ensure security, reliability, and compliance with best practices. The audit shall include:

- a. Assessing system architecture, database management, and software performance.
- b. Identifying vulnerabilities in cybersecurity, data protection, and access control mechanisms.
- c. Reviewing compliance with government regulations, industry standards, and contractual SLAs.
- d. Evaluating hardware and software efficiency, data logging mechanisms, and backup procedures.
- e. Recommending corrective measures for identified gaps.

A detailed IT System Audit Report shall be prepared with findings and recommendations for improvement.

vi. Review of Various Technical Documents

The consultant shall be responsible for the review and validation of all technical documents related to TMS, ATMS, and MLFF projects. This shall include:

- a. Reviewing System Requirement Specifications (SRS), Design Documents, and Functional Requirement Specifications (FRS) to ensure clarity and completeness.

- b. Validating technical architecture, system design, and integration approach.
- c. Ensuring alignment with international best practices and interoperability standards.
- d. Recommending necessary improvements or corrections.

vii. Site Assessment

The consultant shall conduct physical site assessments to evaluate infrastructure readiness and identify potential challenges in project execution. This shall include:

- a. Surveying existing facilities and evaluating suitability for TMS, ATMS, and MLFF deployment.
- b. Identifying necessary modifications or enhancements in infrastructure.
- c. Recommending site-specific solutions to overcome challenges related to installation, connectivity, and maintenance.

A comprehensive Site Assessment Report shall be prepared with findings and recommendations.

viii. SLA Monitoring of Various Projects

The consultant shall be responsible for monitoring and ensuring compliance with Service Level Agreements (SLAs) across various projects. This shall involve:

- a. Monitoring system uptime, as per SLA defined in Contracts
- b. Tracking vendor performance against contractual obligations.
- c. Identifying SLA breaches and recommending penalties or corrective actions.
- d. Preparing periodic SLA compliance reports for review by IHMCL.

Effective SLA monitoring will ensure that all deployed systems operate efficiently and meet performance benchmarks.

ix. Technical Input on Preparation of Various RFPs

The consultant shall provide technical expertise in drafting, reviewing, and finalizing Request for Proposals (RFPs) for TMS, ATMS, and MLFF projects. The scope shall include:

- a. Defining technical specifications for hardware, software,
- b. Establishing functional and performance requirements for vendors.
- c. Providing input on service-level agreements (SLAs) to ensure optimal system uptime and performance.
- d. Ensuring compliance with government policies, regulatory guidelines, and industry standards.
- e. Incorporating provisions for future scalability and interoperability of systems.

- f. Support the creation and issuance of corrigenda to address changes or clarifications in the tender document.
- g. Manage bidder queries by organizing pre-bid meetings, consolidating questions, and preparing clear responses to ensure equal information access for all participants.
- h. Ensure transparent query response documentation and timely dissemination through the designated communication channels.

x. MIS and Reporting

The consultant shall develop and maintain a Management Information System (MIS) for real-time reporting and decision-making. This shall include:

- a. Designing and implementing data dashboards to track project progress, system performance, and key metrics.
- b. Generating monthly, quarterly, and annual reports with insights into project health, vendor performance, and risk factors.
- c. Ensuring data accuracy and consistency in reporting mechanisms.
- d. Providing customized reports based on stakeholder requirements.

xi. Programme Management Support for Various Projects

The consultant shall provide end-to-end programme management support for TMS, ATMS, MLFF, and other projects. This shall include:

- a. Project planning, scheduling, and execution monitoring.
- b. Coordinating with multiple stakeholders, including government agencies, vendors, and technical teams.
- c. Risk assessment, mitigation planning, and issue resolution.
- d. Ensuring adherence to project timelines and milestones.
- e. Providing regular project updates and presentations to IHMCL management.
- f. Prepare monitoring templates for project progress tracking and use project management tools to submit the periodic updates to the Operating Committee and Governance Committee at regular intervals.
- g. Ensure standards, guidelines, and frameworks are adhered to during project implementation.

8.4. Resources Requirement & Availability

SI #	Position	No. of Positions	Type	Resource Availability in a month	Effective Man-Months throughout the Contract Period	Key Responsibility Area
1	Project Manager - PMU	1	Full-time	100%	36	Overall Project Management
2	Toll Management System (TMS) Expert	1	Part-time	33%	12	Conduct of FAT, Preparation of SAT document, Review of SAT document and submission. Review of Technical Documents, Design Document. Critical input for various TMS related matter. Need based site inspection
3	Highways ATMS Expert	1	Part-time	33%	12	Conduct of FAT, Preparation of SAT document, Review of SAT document and submission. Review of Technical Documents, Design Document. Critical input for various ATMS related matter. Need based site inspection
4	IT System Audit Expert	1	Full-time	100%	36	Regular periodic IT system audit at Toll Plazas, ATMS Projects
5	Technical Support-TMS	1	Full-time	100%	36	Conduct of SAT, Site Inspection of TMS projects, SLA monitoring, Reporting
6	Technical Support-ATMS	1	Full-time	100%	36	Conduct of SAT, Site Inspection of ATMS projects, SLA monitoring, Reporting

SI #	Position	No. of Positions	Type	Resource Availability in a month	Effective Man-Months throughout the Contract Period	Key Responsibility Area
7	Consultant - PMU	1	Full-time	100%	36	Programme Management Support in various projects of IHMCL, MIS reporting, etc.
	TOTAL	7			204	

8.4.1. Other requirements

- No replacement of Key resources viz. **Project Manager – PMU, Toll Management System (TMS) Expert and Highways ATMS Expert** shall be allowed in the 1st year of the Project. A penalty of **Rs. 2 lakhs per resource** shall be applicable for any replacement in the first year. Replacement of any proposed resource (D1 to D6 as per RFP Clause 6.3.2) shall be allowed only in cases such as resignation, medical exigency, etc. Any such replacement shall be done only with equally or more qualified and experienced resource as per written approval from IHMCL.
- IHMCL reserves the right to seek replacement of any resource if the performance is NOT up to expectations. In such case, it shall be intimated in writing and resource replacement shall have to be done in 30 days from the date of intimation in writing.
- Any unauthorized Leave of Full-time resources shall incur a penalty of **Rs. 5,000/- per day**, which shall be deducted from invoice payables.

8.5. Contract Duration

- The overall duration of the Consultancy Assignment shall be **3 years**, which shall be extendable up to 2 years on a yearly basis at the same rates as per the requirement of IHMCL as mutually agreed.

8.6. Payment Terms

- The Payment Terms shall be as below:

Payment Head	Payable Amount	Supporting Documents required to be submitted along with Invoice
Monthly Payments	Equal monthly installment of the "Total Price Quoted" as per Form F1 (Financial Bid)	Monthly Report on activities and deliverables along with a cover letter

- The Payment shall commence only after deployment all resources as per RFP. The Payment shall be subject to any applicable deductions as per terms and condition specified in the RFP.

- c) All other payments such as Out-of-Expenses and Miscellaneous expenses for site visit, etc. shall be reimbursed on actuals as per the policy laid by IHMCL for different grade of Resources and submission of Invoices with supporting bills in monthly bills.

8.7. Support to be provided by IHMCL

IHMCL will provide the following support, post the award of the contract to the successful bidder:

- a) Provide requisite information and data
- b) The aspirations / expectation of the system which is planned to be procured
- c) Requisite support / facilitation in stakeholder consultations

8.8. Obligations of Consultant

The Consultant shall observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in RFP, the obligations set forth in this clause:

- a) To perform the Scope of Work as set out in Section 7 of RFP;
- b) To be responsible for compliance with Applicable Laws;
- c) To procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for, inter alia, materials, methods, processes, software, operating systems, designs, trademarks, documents and systems used.
- d) To provide Performance Security in the form of Bank Guarantee to IHMCL, in accordance with relevant section of RFP;
- e) To carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and to observe sound management practices.
- f) To reasonably cooperate with IHMCL and other stakeholders concerned in relation to the matters covered under this Agreement;
- g) To be responsible for safety and security of its staff;
- h) To deploy adequate number of resources with qualifications and skills commensurate to the job requirement;
- i) To maintain adequate insurance covers to safeguards its interest regarding any loss/damage/theft to its equipment and or personal during conduct of the assignment
- j) Indemnify IHMCL & NHAI against any damage/loss of property or personal of the agency during conduct of assignment.
- k) Sign the Non-Disclosure Agreement (NDA) with IHMCL

8.9. Out of Pocket expenses

- a) The costs incurred by the Consultant for Out-of-Pocket Expenses (OPE), including but not limited to accommodation, travel to the project site, meals, and other incidental expenses, shall be reimbursed on an actual basis. The reimbursement shall be in accordance with the applicable IHMCL Travel Policy, subject to the submission of original receipts, invoices, and any other necessary supporting documents as required by IHMCL.
- b) The Consultant shall seek prior approval for travel and accommodation expenses where applicable. Any claims made under this clause shall adhere to the limits, entitlements, and approval mechanisms prescribed under the IHMCL Travel Policy as applicable at the time of travel.
- d) All full-time resources shall be deployed on-site only and dedicatedly working in the Project with IHMCL only, and shall NOT be assigned in any other Project by the Bidder.
- e) All the proposed resources should have their own Laptop with Internet facility.

9. Appendix I- Pre-Qualification & Technical Bid Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of the following forms as provided in subsequent sections.

9.1. Form 1: Bid Covering Letter

(In the letterhead of the Bidder)

To
Chief Operating Officer
Indian Highways Management Company Ltd. (IHMCL)
1st Floor, G - 5 & 6, Sector 10 Dwarka – 110075,
New Delhi

Subject: Request for Proposal (RFP) for Selection of Consulting Agency to provide Technical and Programme Management Support

Ref. No. RFP. No. _____ dated- _____

Dear Sir,

1. I/We, the undersigned, have carefully examined the contents of the document including amendments/ addendums (if any) thereof and undertake to fully comply and abide by the terms and conditions specified therein and hereby submit our application. Our application is unconditional and unqualified.
2. 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.
3. I/We understand that:
 - a. this Bid/Proposal, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite application fee and/ or prescribed supporting document shall be summarily rejected.
 - b. if at any time, any averments made or information furnished as part of this application is found incorrect, then the application will be rejected
 - c. IHMCL is not bound to accept any/ all Bid (s) it will receive.
4. I/We declare that:
 - a. We do not have any conflict of interest in accordance with relevant clause and we or our parent / subsidiary /sister concern company are NOT currently engaged by NHAI for user fee collection, tolling operations or system integrator at any NH Fee plazas across the country as on RFP release date. We further undertake that we shall not take up activities such as user fee collection, tolling operations or system integration at NH fee plazas allocated during the Contract period.
 - b. I/We undertake that we or our parent / subsidiary /sister concern company shall not bid for the activities relating to the implementation of this project. We further, undertake that we do not have any interest in downstream business, which may ensue from this assignment.
 - c. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite

the Bidders to submit Proposals for, without incurring any liability to the Bidders, in accordance with relevant clause of the RFP Document

- d. We undertake that in case, due to any change in facts or circumstances during the Bidding Process, we become liable to be disqualified in terms of the provisions of disqualification, we shall intimate IHMCL of the same immediately.
 - e. We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the contract is not awarded to us or our Proposal is not opened.
 - f. We undertake that none of the hardware/software/other component being proposed by us infringes on any patent or intellectual property rights as per the applicable laws.
 - g. I/We have not been declared ineligible by IHMCL, NHAI or Ministry of Road Transport & Highways, Government of India or any other agency for indulging in corrupt or fraudulent practices. I/We also confirm that I/We have not been declared as non-performing or debarred by NHAI or Ministry of Road Transport & Highways, Government of India.
 - h. 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.
5. I/We declare that our bid is valid for 180 days.

Name

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

9.2. Form 2: Brief Information about the Applicant

(To be prepared on letterhead of the Applicant)

Subject: Request for Proposal (RFP) for Selection of Consulting Agency to provide Technical and Programme Management Support

1. Bidder Details
 - a. Name of Applicant:
 - b. Year of establishment:
 - c. Registered Address:
 - d. Constitution of the Applicant entity e.g. Government enterprise, private limited company, limited company, etc.
 - e. UTR No. of Document Fee

2. Address for correspondence with Telephone/ Fax numbers/ e-mail address:
 - a. Authorized Person with Complete postal address:
 - b. Fixed telephone number
 - c. Mobile number
 - d. E-mail address
 - e. Official Bank (for returning EMD)
 - f. Bank Account Name, Number, IFSC Code (for returning EMD)
 - g. GSTN ID -

3. Name of the Statutory Auditor certifying the documents along with his/ her Membership number, if applicable:

4. Application Details
 - a. Field of business
 - b. Registration Status
 - c. Qualifying Projects – value, client, key features
 - d. Average Turnover
 - e. Is Bidder debarred by any Government entity (Yes/No)

5. Financial details/projects meeting the qualifying criteria

Name

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

9.3. Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

B.G. No.

Dated:

To,
Chief Operating Officer,
Indian Highways Management Company Ltd (IHMCL) 1st Floor,
G - 5 & 6, Sector 10 Dwarka – 110075, New Delhi

1. WHEREAS M/s _____ (a company registered under the Companies Act, 2013) and having its registered office at (_____) (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) desires to submit bids for “<RFP Name>” against IHMCL’s RFP No.
2. AND WHEREAS the said RFP requires the bidder(s) to furnish an Earnest Money Bank Guarantee (EMBG) along with their bids for the sum specified therein as security for compliance with his obligations in accordance with the said RFP.
3. AND WHEREAS at the request of the Bidder, we (Name of the Bank) having our registered office at..... and one of its branches at (hereinafter referred to as the “Bank”), have agreed to issue such a Bank Guarantee.
4. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder for the sum of INR (Rupees) only, and we undertake to pay you, upon your first written demand and without cavil or argument, and without reference to the Bidder, any sum or sums within the limits of INR _____(Rupees) only as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
5. 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 RFP Documents (hereinafter referred to as “Bidding Documents”) shall be final, conclusive and binding on the Bank.
6. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set-forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.
7. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days after the Bid Due Date. The claim period shall be 60 (sixty) days thereafter 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.
8. 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.
 9. 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.
 10. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
 11. 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.
 12. 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. This guarantee shall also be operable 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. 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.

14. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
15. 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.
16. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR (Rupees). 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 relevant paragraph hereof, on or before (indicate date falling 180+60 days after the Bid Due Date).

(Signature of the Authorized Signatory)

(Official Seal)

Name:

Date:

Designation:

Employee Code Number:

Telephone Number:

IHMCL bank account details for SFMS package is mentioned as below: -

A/c Holder Name = Indian Highways Management Company Limited

Bank Name = Canara Bank

A/c No. = 8598201006217 IFSC = CNRB0008598

Branch = Delhi NHAI Dwarka Branch New Delhi-110075

9.4. Form 4: Bidder Annual Turnover

RFP Ref _____ dated _____

From,

(Name & Address of the Bidder)

To,

Chief Operating Officer,

Highways Management Co. Ltd.

Subject: Request for Proposal (RFP) for Selection of Consulting Agency to provide Technical and Programme Management Support

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 31st 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 st March 2024

Yours Sincerely,

(Signature of Statutory Auditor/CA)

Name of the Statutory Auditor/CA:

Name of the Statutory Auditor Firm:

Seal:

9.5. Form 5: Power of Attorney/Letter of Authorization

Know all men by these presents, we, M/s (name of Firm/ 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 quotation for RFP Name , proposed by Indian Highways Management Co. Ltd., including but not limited to signing and submission of all applications, proposals 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 proposal and generally dealing with IHMCL in all matters in connection with or relating to or arising out of our proposal for the said assignment 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 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 PURSUANT TO THE RESOLUTION DATED OF THE BOARD OF DIRECTORS IN THAT BEHALF CAUSED ITS COMMON SEAL, EXECUTED THIS

POWER OF ATTORNEY ON THIS DAY OF , 2024

For

(Signature, name, designation and address) Witnesses:

- 1.
- 2.

Notarized Accepted

.....

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

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the 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 registered or duly notarized by a notary public.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed The Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostles certificate.

9.6. Form 6: Summary of Project Experience Submitted by the Bidder

Project Name:

Request for Proposal (RFP) for Selection of Consulting Agency to provide Technical and Programme Management Support

RFP Reference Number: _____ dated _____

Name of Bidder:

Sr. No	Name of Project	Client Name	Contract Value of the Project	Start Date	Completion Date	Status (ongoing / completed)	Reference / Documentary Evidence

Note: Submit the table separately for PQ and TQ.

9.7. Form 7: Format for Submission of Performance Bank Guarantee

To,
Chief Operating Officer,
Indian Highways Management Company Ltd
1st Floor, G - 5 & 6, Sector 10 Dwarka – 110075,
New Delhi, India

WHEREAS _____[Name and address of Agency] (hereinafter called “the Consultant”) has decided to apply to IHMCL for providing services, in pursuance of IHMCL letter of work award No. _____ dated dd/mm/yyyy for “Request for Proposal (RFP) For _____” (hereinafter called the “Contract”).

1. AND WHEREAS it has been stipulated by IHMCL in the said letter that the Service Provider shall furnish a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the terms & conditions of the Contract Agreement.
2. AND WHEREAS we have agreed to give the Consultant such a Bank Guarantee:
3. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant up to a total of `/- (Rupees) only, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of `/- as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
4. We hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.
5. We further agree that no change or addition to or other modification of the terms of the Consultant or of the works to be performed there under or of any of the Contract documents which may be made between you and the Consultant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
6. We undertake to pay to the IHMCL any money so demanded notwithstanding any dispute or disputes raised by the Consultant(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant(s) shall have no claim against us for making such payment.
7. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultant or of the Bank.
8. This guarantee shall also be operable 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.
9. This bank guarantee shall be valid from _____

10. Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed ` _____ /-
- b) The Bank Guarantee shall be valid up to _____
- c) We are liable to pay the Guarantee amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand on or before _____

Name:

Date:

Designation:

Employee Code Number:

9.8. Form 8: Proposed Approach & Methodology

Approach and Methodology divided into the following sections:

- A. Demonstration of understanding of the Scope of Services & Projects under IHMCL
- B. Demonstration of procedures/methodologies for conduct of FAT and SAT for TMS and ATMS projects
- C. Demonstration of procedures/methodologies for conduct of IT System Audit at Toll plazas

The bidder's proposed approach and methodology should comprehensively address the **Scope of Services & Projects by IHMCL**, ensuring a clear understanding of key requirements, deliverables, and industry best practices.

The methodology should outline structured procedures for conducting **Factory Acceptance Testing (FAT) and Site Acceptance Testing (SAT) for Toll Management Systems (TMS) and Advanced Traffic Management Systems (ATMS)**, ensuring compliance with technical specifications, performance benchmarks, and contractual obligations.

Additionally, the approach should detail robust **IT System Audit procedures for Toll Plazas**, including security assessments, data integrity verification, and adherence to regulatory and operational standards.

The proposed methodology should incorporate a systematic framework, leveraging proven industry standards, risk mitigation strategies, and stakeholder engagement to ensure effective execution and seamless project implementation.

9.9. Form 9: Deviations/Assumptions

This section should contain any assumption on areas which have not been provided in the RFP OR any changes to the existing provisions of the RFP.

A - On the Terms of Reference < Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal>

B – Any other areas

9.10. Form 10: Team Composition and their Availability

Organization and Staffing. In this chapter the Bidder should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical staff.

SI #	Name of Proposed Resource	Area of Expertise	Position Assigned	Key Qualification	Years of Experience

9.11. Form 11: Curriculum Vitae (CV) of Key Personnel

**CONSULTANTS SHALL PREPARE THEIR SUBMISSION AS PER GUIDANCE
HEREUNDER FOR THE CV OF EACH PROPOSED RESOURCE AS REQUIRED UNDER
CLAUSE 6.3.2**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert/Resource:	{Insert full name}
Date of Birth:	{day/month/year}
Total Years of Experience: (Relevant to the Proposed Profile/Expertise)	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

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Membership in Professional Associations, Certifications and Publications:

Key Skills : _____

Adequacy for the Assignment:

(Mention all the projects as required for evaluation of Clause 6.3.2. Evaluation shall be based on Projects cited hereinunder only)

SI #	Project Details	Domain (Specify TMS/ ATMS/PMU/IT Security/ Others)	Key Activities performed (SAT/FAT/DPR/RFP etc. as required in the RFP)
1	Name of Project: Client Name: Year of Assignment:		
2	Name of Project: Client Name: Year of Assignment:		
3	Name of Project: Client Name: Year of Assignment:		

Any self-certification as required

Expert contact information : (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{day/month/year}

Name of Expert /Resource

Signature

Date

Name of Authorized

Representative of the Bidder (the same who signs the Proposal)

Signature

Date

9.12. Form 12: Format for Self-Certificate of Relevant Experience by Bidder

Name of Bidder: _____

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

For each Project, below details to be submitted:

Relevant project experience – (Bidder to specify the relevant clause for project experience to be considered.)	
General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Project Start Date	

Project End Date	
Project Status	(Completed or Ongoing)
Scope of services	
Total project cost (in Rs.) excluding taxes as applicable	

10. Appendix II: Financial Proposal – Form F1

Bid to be submitted in an excel sheet as uploaded on eProcurement portal

SI #	Position Name	No. of Positions	Type	Resource Availability in a month	Effective Man-Months throughout the Contract Period	Unit Rate per Man-month (in Rs.) excl GST	Total amount (in Rs.) excl GST
					A	B	C=A*B
1	Project Manager - PMU	1	Full-time	100%	36		
2	Toll Management System (TMS) Expert	1	Part-time	33%	12		
3	Highways ATMS Expert	1	Part-time	33%	12		
4	IT System Audit Expert	1	Full-time	100%	36		
5	Technical Support-TMS	1	Full-time	100%	36		
6	Technical Support-ATMS	1	Full-time	100%	36		
7	Consultant - PMU	1	Full-time	100%	36		
Total Price Quoted (Excluding GST)							

Prices shall be inclusive of all applicable taxes, but excluding GST.

11. Appendix III: Conditions of Contract

CONTRACT AGREEMENT

This Agreement (hereinafter called the “Agreement”) is made on this XX day of the month of XXX, 2025.

BETWEEN

Indian Highways Management Company Limited (IHMCL), constituted under Companies Act, 1956 and having its registered office at NHAI, 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

_____ a company incorporated under the provisions of the Companies Act, 1956/2013 and having its registered office _____ (hereinafter referred to as the “_____” (hereinafter collectively referred to as “Consultant/Consultant” which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the OTHER PART

WHEREAS

- (A) IHMCL is a company incorporated under the Companies Act, 1956 with equity participation from NHAI, concessionaires and financial institutions for implementation of Electronic Toll Collection and other Intelligent Transportation System and allied works in road transport sector in India.
- (B) In this regard, IHMCL had invited bids (hereinafter referred to as the RFP NAME or “RFP”) for RFP NAME (hereinafter referred to as the “Services”).
- (C) The Consultant, in the ordinary course of its business, is engaged in providing similar services to their clients, and had represented to IHMCL through their bid against the RFP (hereinafter called the “Bid”) that they have the required professional skills, personnel and technical resources to undertake the Project;
- (D) After evaluation of the bids received, IHMCL had accepted the Bid of the Consultant and issued its Letter of Award No. _____ dated _____, (hereinafter called the “LOA”) to the selected bidder requiring, inter alia, to convey its acceptance to the LOA.
- (E) By its letter dated _____ the Consultant has conveyed its acceptance of the LOA to IHMCL including the obligation to enter into this Agreement pursuant to the LOA.
- (F) The Consultant, in accordance with the terms of the LOA and Clause of the RFP, has also submitted the Performance Security in the form of Bank Guarantee, _____ dated _____ of _____ (Rupees _____) drawn on, as per prescribed format.

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

1. The mutual rights and obligations of the Contractor and IHMCL shall be as set forth in this Contract Agreement, in particular:

(a) The Contractor shall carry out the Services in accordance with the provisions of the Contract; and

(b) IHMCL shall make payments to the Contractor 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.

(a) Schedule A:	Conditions of Contract
(b) Schedule B:	Terms of Reference (TOR) and Payment Terms
(c) Appendices:	
Appendix A	Copy of Financial Bid of the Contractor
Appendix B	Letter of Award issued by IHMCL.
Appendix C	Letter of Acceptance submitted by the Contractor
Appendix D	Copy of the Performance Security submitted by the Contractor including copies of confirmation provided by the respective bank.
Appendix E	Copy of the Technical Bid and/or any subsequent correspondence of the Contractor/ 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 Ltd.
 (Authorized Representative)

FOR AND ON BEHALF OF
 M/s. _____
 (Authorized Representative)

Name:
 Designation:
 Indian Highways Management Company Ltd.

Name:
 Designation:
 Address:



G-5&6, Sector-10 Dwarka

New Delhi – 110 075

In the presence of following witnesses:

12.1. Application

12.1.1. These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of IHMCL shall be final and binding.

12.2. Relationship between the Parties

12.2.1. Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between IHMCL and the Consultant. The Consultant subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Consultant shall be fully responsible for the services performed by it or any of its personnel on behalf of the Consultant hereunder.

12.3. Standards of Performance

12.3.1. The Consultant shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Consultant shall always act in respect of any matter relating to this contract as faithful advisor to the IHMCL. The Consultant shall always support and safeguard the legitimate interests of the IHMCL, in any dealings with the third party. The Consultant shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Consultant shall conform to the standards laid down in the RFP in totality.

12.4. Consultant's Downstream Business Interest

12.4.1. The Consultant shall not be eligible to bid for the activities relating to the implementation of this project. Further, the consultant shall give a declaration that they do not have any interest in downstream business, which may ensue from the RFP prepared through this assignment.

12.5. Consultant Personnel

12.5.1. Bidders would deploy on-site team consisting of members / consultants as proposed in the bid. No separate/ additional payment shall be made for any type of off-site deployment.

12.5.2. The Consultant shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the project. It is desirable from the Consultant to deploy the domain/ subject specialists, from time to time, who have adequate experience in the domain related with the project.

12.5.3. Each member of the team must be a full- time employee of the bidder, either on its pay- roll or as retainer/contract.

- 12.5.4. The team shall be deployed on an exclusive basis; no resource deployed under this project will work on any other engagement during Contract Period and a declaration for the same to be provided.
- 12.5.5. In addition to the minimum manpower & manpower profiles asked for, Consultant may take any kind of specialized/ expert advice/resources, at his own cost, during the currency of the project to meet the project deliverable/ Timelines.
- 12.5.6. The successful bidder shall ensure confidentiality of the information/data provided by IHMCL/NHAI and shall not share any data with any external 3rd party without explicit written approval of IHMCL.
- 12.6. Working Hours / Days
- 12.6.1. When engaged, the consultant will keep to the normal working schedule of IHMCL/NHAI. However, IHMCL will have the right to decide the working schedule of the resources deployed keeping in view the exigencies of the work.
- 12.6.2. The daily attendance of consultant on-site resources will be marked in the register maintained by IHMCL at its premises or as advised by IHMCL.
- 12.6.3. Reporting
- 12.6.4. Consultant shall submit a fortnightly/weekly report update regarding the status updates of deliverables, as required by IHMCL.
- 12.6.5. Consultant shall maintain complete record for any delay along with clearly mentioned reasons for each delay in any milestone. Any delay shall be reported to the IHMCL within the timelines of concerned milestone duly in writing along with documentary proof immediately.
- 12.7. Outsourcing
- 12.7.1. To bridge the gap of the skilled resource, the bidder can go in for Sub-Contracting to out-source to bridge the gap as per provisions in this RFP.
- 12.8. Applicable Law
- 12.8.1. Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Delhi.
- 12.9. Intellectual Property Rights
- 12.9.1. No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify IHMCL from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, IHMCL shall be defended in the defence of such proceedings.
- 12.10. Governing Language
- 12.10.1. The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

12.11. Penalty

12.11.1. Deliverable Timelines:

Consultants need to adhere the deliverable timelines as specified in contract / any related document failing which penalties shall be levied as below:

Parameter	Penalty
Delay in Deliverable for more than 7 days, such as SAT report, FA reports etc.	5% of Consultancy Fees payable in that month shall be deducted
Any unauthorized absence of Full-time resource	Rs. 10,000 per day shall be deducted from the monthly payable.

12.11.2. If the delay in any of above deliverable is beyond 10 weeks, then IHMCL reserves the right to terminate the Contract and forfeit the PBG. Further, IHMCL shall be free to get the work done from some other source at the risk and costs of the Consultant. The Consultant may be debarred for applying in future project consultancy assignments with IHMCL.

12.11.3. The substitution of Key Personnel at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to resignation, death or medical incapacity. In such case, the Consultant shall offer a substitute Key Personnel within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

12.11.4. Any replaced / substituted must qualify the RFP criteria and shall be approved/evaluated by the IHMCL. The required documents for evaluation must be provided to the IHMCL as per standard format of technical bid. IHMCL may ask for extra documentation for support wherever required.

12.11.5. All above penalties shall be levied on the consultant for any failure happened on consultant part in any of the agreed Timelines/ SLAs/ Terms & Condition. However, in any case, the total penalty value shall not be greater than 10% of the total contract value.

12.12. Payment Terms

12.12.1. Milestone based payment will be made as per the schedule defined in Clause 7.5 Payment Milestone.

12.12.2. Taxes and Duties

12.12.3. All taxes, duties and any statutory levies etc. payable by the Consultant during the contract tenure shall be the sole responsibility of the Consultant.

12.12.4. All taxes, duties and statutory levies payable to the Consultant shall be paid as per prevailing rates.

12.13. Termination of Contract

Following reasons shall lead to the termination of contract:

- 12.13.1. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within specified time period
- 12.13.2. The term of Contract expires
- 12.13.3. Termination of Contract by the IHMCL due to non adherence of contract/RFP terms and conditions

12.14. Termination for Insolvency, Dissolution etc.

- 12.14.1. IHMCL may at any time terminate the Contract by giving written notice to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to IHMCL.

12.15. Termination for Convenience

- 12.15.1. IHMCL reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for IHMCL's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

12.16. Force Majeure

- 12.16.1. The Consultant shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 12.16.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Consultant and not involving the Consultant's fault or negligence, and not foreseeable. Such events may include, but are not restricted to, acts of IHMCL in their sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.
- 12.16.3. If a Force Majeure situation arises, the Consultant shall promptly notify IHMCL in writing of such condition and the cause thereof. Unless otherwise directed by IHMCL in writing, the Consultant shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12.17. Resolution of Disputes

If any dispute arises between parties, then these would be resolved in following ways:

12.17.1. Amicable Settlement

- 12.17.1.1. Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written

notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub clause of resolution of disputes shall become applicable.

12.17.2. Arbitration

12.17.2.1. Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed the provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re- enactments thereof. The Arbitration proceedings will be held at Delhi, India.”

12.17.3. Legal Jurisdiction

12.17.3.1. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Delhi only.

12.18. Indemnity

12.18.1. Consultant (the "Indemnifying Party") undertakes to indemnify IHMCL (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it noninfringing. The foregoing remedies

constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.

- 12.18.2. The indemnities set out shall be subject to the following conditions:
 - 12.18.3. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - 12.18.4. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
 - 12.18.5. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
 - 12.18.6. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - 12.18.7. all settlements of claims subject to indemnification under this Clause will:
 - 12.18.7.1. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - 12.18.7.2. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
 - 12.18.8. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
 - 12.18.9. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
 - 12.18.10. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
 - 12.18.11. if a Party makes a claim under the indemnity set out under Clause above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).
- 12.19. Liability
- 12.19.1. The liability of Consultant (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the

payment of direct damages only which shall in no event in the aggregate exceed the Total Contract Value. The liability cap given shall not be applicable to the indemnification obligations.

- 12.19.2. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.
- 12.19.3. The allocations of liability represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

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