

Request for Proposal (RFP) for Consultancy Services for Supervision and Monitoring of Multi Lane Free Flow (MLFF) Tolling Projects in India

RFP Reference No.: IHMCL/Consultant/MLFF/2025/01

Date: 01st July 2025

INDIAN HIGHWAYS MANAGEMENT COMPANY LTD.



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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 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 120 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	01 July 2025
2.	Last date for receiving queries	10 July 2025
3.	Pre-Bid meeting	11 July 2025 @ 11 AM at NHAI HQ
4.	Bid Due Date	29 July 2025, 16:00 hours IST
5.	Opening of Technical Bids	30 July 2025, 16:00 hours IST
6.	Validity of bid	120 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 Consultancy Services for Supervision and monitoring of Multi Lane Free Flow (MLFF) Tolling Projects in India	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. Instruction 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) Unless otherwise defined in this RFP document, all terms and abbreviations shall carry the meanings ascribed to them in the draft Contract Conditions. In the absence of such definitions, they shall be interpreted in accordance with generally accepted engineering terminology.
- 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	<p>i. The Bidder must be a business entity incorporated in India under the Companies Act, 1956/2013 or the Limited Liability Partnerships Act, 2008.</p> <p>ii. The Bidder should be registered with GST in India.</p> <p>JV/ Consortiums are NOT allowed.</p>	<p>i. Copy of Certificate of Incorporation/ Registration under Companies Act, 1956/2013 or Limited Liability Partnership Act 2008.</p> <p>ii. GST Registration Certificate</p>
2.	Annual Turnover	The Bidder should have an average annual turnover of at least INR 5 crore in the last three financial years FY 2022-23, 2023-24 and 2024-25	<p>i. Certificate from the CA/Statutory Auditor clearly specifying the annual turnover for the specified years.</p> <p>ii. Audited and Certified copies of Balance Sheet and Profit/Loss Account for the specified years</p>
3.	Net-worth	The Bidder must have positive Net worth in Indian Rupees as on 31 March, 2025.	Certificate from the Statutory Auditor clearly specifying the net worth

Sl#	Requirement Parameter	Eligibility Conditions / Conditions	Supporting Document to be Provided
			of the firm as on 31 March 2025
4.	Field Business of	The bidder should be engaged in the business of IT/ICT consulting and must have provided IT/ICT 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/ICT Consulting
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 Cr. (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.</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 Toll Management System (TMS), 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. Go-Live Certificate issued by the Client in the name of execution agency.</p>

Sl#	Requirement Parameter	Eligibility Conditions / Conditions	Supporting Document to be Provided
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 at G-5&6, Sector 10 Dwarka, New Delhi.
- 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) Interested bidders should send an email at tenders@ihmcl.com informing list of participants for attending the pre-bid meeting.
- d) The queries should necessarily be submitted in the following format:

S.No.	RFP Reference(s) Document (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 response 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: -
 - i. A/c Holder Name = Indian Highways Management Company Limited
 - ii. Bank Name = Canara Bank
 - iii. A/c No. = 8598201006217
 - iv. IFSC = CNRB0008598
 - v. 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 NEFT 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. IHMCL bank account details for deposit of Document Fee is provided in RFP Clause 5.3.2 (c)
 - 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.
- g) Exemption for MSME Firms in submission of EMD
 - a. Micro and Small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (M/o MSME) with valid certificate duly issued by GOI are exempted for submitting the Earnest Money Deposit (EMD). It will be applicable for those bidders who shall produce their own goods or provide their own services, and not applicable for trading purpose. No entrepreneur or memorandum of application form is acceptable.
 - b. Only Firms registered with MSME / NSIC with valid certificate duly issued by GOI are exempted from submitting EMD. No other type of certificate is acceptable.
 - c. The firms registered under MSME shall be required to submit the Bid Securing Declaration Form as provided in Form-13 of this RFP. This should be part of document submission and shall be applicable wherever mentioned in the RFP.

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:
 - i. Tender Fee
 - ii. EMD
 - iii. Pre-qualification response
 - iv. Technical Proposal

- v. Financial proposal
 - vi. Additional certifications/documents E.g. Power of Attorney, certificates on turnover, etc.
 - vii. All relevant appendices and supporting documents as required in RFP
- c) Deleted.
- 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 120 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 120 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. Compliant 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 addition or deployment of additional Key Personnel after the express written approval of IHMCL.
- e) 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. 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	15
C.	Approach & Methodology	15
D.	Resource Profile	60
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 2022–23, 2023–24, and 2024–25:</p> <ul style="list-style-type: none"> Above INR 10 Crore – 5 marks INR 5 Crore to INR 10 Crore – 4 marks Below INR 5 Crore – 0 mark 	5	<p>i. Certificate from the CA/Statutory Auditor clearly specifying the annual turnover for the specified years.</p> <p>ii. Audited and Certified copies of Balance Sheet and Profit/Loss Account for the specified years</p>
A2	<p>Total number of Full-time employees as on the release date of RFP.</p> <p>Marks shall be allocated as below. Number of Full-Time Employees:</p> <ul style="list-style-type: none"> >=100: 5 marks >=30 and <100: 4 marks Less than 30 no. of employees = 0 Mark 	5	Notarized affidavit confirming number of Full-time employees.
B	Relevant Past Experience	15	
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.</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 Toll Management System (TMS) Intelligent Traffic Management Systems (ITMS)/Advanced Traffic Management</p>	15	<p>Extracts of Work Order + Completion Certificates from the client; Or 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 relevant area of work/activities as required in the criterion. IHMCL reserves the right to seek further explanation or supporting documents in case any clarification is required during evaluation of a Self-</p>

SI No.	Criteria	Maximum Marks	Supporting Documents required
	<p>Systems (ATMS)/Electronic Tolling System/City Surveillance/ Smart City</p> <p>Marks shall be allocated as below:</p> <p>For each qualifying project = 05 marks, up to maximum 15 marks</p>		<p>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 and Methodology	15	
C1	<ol style="list-style-type: none"> Understanding of Multi Lane Free Flow (MLFF) Tolling with ANPR+AI & FASTag Technology. Demonstration of bidder's comprehension of IHMCL's goals for MLFF implementation and the consultant's expected role across implementation and O&M phases including the project environment, integration with NETC/NPCI, etc. Demonstration of the proposed methodology for system validation, site assessment, and acceptance testing (SAT/FAT) of MLFF components such as ANPR cameras, sensors, and backend systems. Bidders must explain their strategy for monitoring of on-ground activities, BOQ verification, and ensuring compliance with contractual specifications. Understanding of Service Level Agreements (SLAs) and its monitoring mechanism. The Information System and Data Security Audit. Demonstrate Strategic inputs on how the bidder proposes to support IHMCL in planning and facilitating the national implementation of MLFF, covering design standardization, 	15	<p>Presentation to be made <u>Proposed Resources ONLY</u> (Engineer in-Charge, MLFF Tolling Expert, Team Leader-cum-TMS/ETC Engineer, Data Security Expert and any one of the Project In-Charges) of the Bidder before the Committee. Absence of any proposed resource in the Presentation before the committee, shall result in deduction of marks.</p> <p>Assessment to be based on a note covering all requirements as mentioned. & Presentation made by Bidder before the Committee</p>

SI No.	Criteria	Maximum Marks	Supporting Documents required
	stakeholder engagement, and phased deployment approach. Note: The RFP of MLFF Tolling Projects is attached as Appendix-V for this RFP for reference.		
D	Resource Profile (Based on detailed marking as provided in subsequent section in Clause 6.3.2)	60	
D1	Engineer in-Charge	10	1. CV to be submitted in prescribed format counter-signed by the resource, counter-signed by the authorized signatory along with documentary proof. 2. Supporting document/proof to be attached along with CVs for project experience and qualification as per requirement in Table under Clause 6.3.2 3. IHMCL reserves the right to verify any document submitted by the bidders including Education Qualifications, project experience of resources claimed, etc.
D2	MLFF Tolling Expert	15	
D3	Team Leader-cum-TMS/ETC Engineer	10	
D4	Data Security Expert	5	
D5	Project In-Charge 1	5	
D6	Project In-Charge 2	5	
D7	Project In-Charge 3	5	
D8	Project In-Charge 4	5	

Note: The technical evaluation shall happen for the key experts only.

6.3.2. Details Criteria for Evaluation of Proposed Resources:

6.3.2.1. Key Professionals

D1 Engineer in-charge

- a) **Minimum Years of Experience-** The Engineer in-charge should mandatorily hold a senior position in the company relevant to Partner / Director having **minimum 25 years of experience** working in the field of IT / Electronics/Software Technology.

Head	Marking	Maximum marks
Educational Qualification	<p>(i) Bachelors Degree in Engineering in IT / Electronics / Electrical / Computer Science/ Instrumentation Engineering or combination thereof, from any IITs/NITs or Top 50 colleges as per NIRF list for the year 2024= 4 marks</p> <p>(ii) Ph.D or Masters of Science or Masters in Engineering or Masters of Technology from India or Abroad = 3 marks</p> <p>• Reference: Link for NIRF Top 50 Engineering Colleges: https://www.nirfindia.org/Rankings/2024/EngineeringRanking.html</p>	7
Experience in PMU for IT/TMS/ITMS/ITS Projects with Central / State Government departments / entities, Authorities, or PSUs having key Components of Cameras / Radars / LiDAR.	<p>(i) More than 3 projects = 3 marks</p> <p>(ii) Equal to 3 projects = 2 marks</p> <p>(iii) Equal to 2 projects = 1 marks</p> <p>(iv) Less than 2 projects = 0 marks</p>	3
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 MLFF Tolling Expert

- a) **Minimum Years of Experience-** The MLFF Tolling Expert should have minimum 15 years of overall professional experience out of which minimum 10 years experience in Barrier Less Tolling Systems.

Head	Marking	Maximum marks
Educational Qualification	(i) Bachelors Degree in Engineering/Science = 3 marks (ii) Masters Degree in Engineering/Science = 2 marks	5
Total Professional Experience in IT / Electronics/ Telecom/ Software Technology or similar fields	(i) More than 20 year = 5 marks (ii) Between 15 years and up to 20 Years = 3 marks (iii) Less than 15 years = 0 marks	5
Experience in Barrier-less Tolling Technology	(i) More than 15 year = 5 marks (ii) Between 15 years and up to 10 Years = 3 marks (iii) Less than 10 years = 0 marks	5
Total Marks		15

D3 Team Leader-cum-TMS / ETC Engineer

- a) **Minimum Education Qualification** - Degree in Engineering in IT / Electronics / Electrical / Computer Science/ Instrumentation Engineering or combination thereof from any recognized institute by AICTE or MCA/MSc(IT) from any institute recognized by UGC.
- b) **Minimum Years of Experience** – At least 15 years of overall professional experience out of which minimum 05 years Experience in RFID based Electronic Toll Collection..

Head	Marking	Maximum marks
Total Professional Experience in Electronics/ Telecom/ Software Technology /project management in IT/ ICT/ Communication.	(i) More than 20 year = 5 marks (ii) Between 15 years and up to 20 Years = 3 marks (iii) Less than 15 years = 0 marks	5
Total years of experience working in the field of Electronic Toll Collection System using Passive RFID Technology (FASTag)	(i) More than 05 years = 5 marks (ii) More than 03 years upto 05 years = 3 marks (iii) Less than 03 years = 0 marks	5
Total Marks		10

D4 Data Security Expert

- a) **Minimum Education Qualification** – Degree in Engineering in IT / Electronics / Electrical / Computer Science/ Instrumentation Engineering or combination thereof from any recognized institute by AICTE
- b) **Minimum Experience** – At least 10 years of overall professional experience

Head	Marking	Maximum marks
Certifications	Certified Information Systems Auditor (CISA) Or, Certified Information Systems Security Professional (CISSP) = 2 mark	2
Experience in IT System Audit for projects: Number of IT System Audit conduct related to for projects with Central / State Highway Authorities, OR, IT system audit for projects involving digital payment transactions with banks/Fintech/Government authorities	<ul style="list-style-type: none"> (i) > 2 projects = 3 marks (ii) 1 - 2 projects = 1 mark 	3
Total Marks		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/D6/D7/D8: Project In-Charge (4 Nos.)

- a) **Minimum Education Qualification** - Degree in Engineering in IT / Electronics / Electrical / Computer Science/ Instrumentation Engineering or combination thereof from any recognized institute by AICTE or MCA/MSc(IT) from any institute recognized by UGC.
- b) **Minimum Years of Experience** – 10 years of overall professional experience out of which minimum 03 years Experience in RFID based Electronic Toll Collection

Head	Marking	Maximum marks
Total Professional Experience in Electronics/ Telecom/ Software/Technology /project management, IT/ ICT/ Communication.	(i) More than 15 year = 3 marks (ii) Between 10 years and up to 15 Years = 2 marks (iii) Less than 10 years = 0 marks	3
Total years of experience working in the field of Electronic Toll Collection System using Passive RFID Technology (FASTag)	(i) More than 05 years = 2 marks (ii) Between 03 years upto 05 years = 1 marks (iii) Less than 03 years = 0 marks	2
Total Marks		5

6.3.2.2. Sub-Professionals

D9 MIS Expert

Head	Minimum requirements
Educational Qualification	Bachelor's Degree in Engineering, Science, Technology, Computer Application.
Total years of experience	Minimum 05 years of overall professional experience working with MIS

D10 Structural Engineer

Head	Minimum requirements
Educational Qualification	Holding a Master's degree in Engineering/Technology in Structural Engineering.
Experience	<ul style="list-style-type: none"> Minimum 10 years of relevant experience in the assessment, design, and verification of civil infrastructure, including but not limited to gantries, control rooms, and associated highway civil structures Proven expertise in reviewing structural designs, material specifications, and construction quality and safety compliance as per Government Guidelines.

6.3.3 Minimum Technical Score

- 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.
- In case if any CV found to be not qualifying the set criteria, then IHMCL reserves the right to REJECT the technical bid.
- 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 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) = $\{(Lowest\ Total\ Financial\ Bid\ Quoted / Total\ Financial\ Bid\ Quoted\ by\ the\ Bidder) \times 100\}$ % (Adjusted to two decimal places)
- f) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- g) The bid price will include all taxes and levies except GST and shall be in Indian Rupees.
- h) Any conditional bid would be rejected
- i) 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: -

$$S = 80\% * ST + 20\% * SF$$

Where S = overall score of 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 (ToR)

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

(a) 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) Tolling system
- v. NH Helpline Number 1033
- vi. Traffic Survey
- vii. Toll Monitoring and Control Center (TMCC) Project
- viii. About the MLFF based Tolling Project:

(b) The Authority has envisaged implementation of MLFF Tolling system on the project to reduce travel time, make road-travel efficient & sustainable, and enable stress-free travel by adoption of MLFF Tolling System on various stretches of Toll Road Project.

(c) The MLFF Tolling system will consist of field equipment and sensors mounted on gantries, which will capture the necessary information from passing vehicles. This data will be transmitted to the NETC payment ecosystem for the deduction of the user fee.

(d) The Authority would onboard the bank which shall Design, Develop, Test, Commission, Operate and Maintain the Multi Lane Free Flow (MLFF) based tolling system and seamlessly integrating it with the bank's acquiring platform as part of the project to provide all the services as defined by IHMCL and NPCI for Acquiring bank. The proposed MLFF Tolling system must be developed as per Technical Specification Document circulated by IHMCL & NPCI and enable real-time processing of all vehicle transactions at MLFF gantry while also connecting with NPCI system (NETC Switch and NETC Mapper) to accurately

calculate toll fares and process payments efficiently. The MLFF Tolling system must also detect all cases of violation of failure to pay user fee by vehicle users and seamlessly integrate with NPCI, and other external system for e-Notice management as per process flow.

- (e) The system should comply with all applicable NETC Procedural Guidelines (PG document) as well as Interface Control Document (ICD) rules of NPCI & IHMCL as updated from time to time.
- (f) The bank would implement and commence the MLFF Tolling system services without disrupting ongoing toll operations or causing any revenue loss to the toll collection agency until the MLFF system goes live. Additionally, the bank would ensure the proper migration of all databases from the existing TMS before transitioning to the new MLFF Tolling system.
- (g) Design the PAN India Implementation of MLFF Tolling System.

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

8.3. Scope of Work

- i. Indian Highways Management Company Limited (Hereinafter referred to as “Authority” or “IHMCL”) intends to engage IT Consultancy firm to provide Consultancy and Supervision Services for MLFF Tolling Projects of IHMCL/NHAI.
- ii. The scope of work will broadly encompass, but not limited to the following the following activities:
 - a. Project Supervision,
 - b. Design/ Equipment Review,
 - c. Daily and Monthly Reporting,
 - d. Project Implementation Assessment,
 - e. Evaluate and recommend testing protocols (FAT/SAT/UAT) for sub-systems.
 - f. Monitor the SLAs etc. of the MLFF Tolling Projects.
 - g. Regular Information System and Data Security Audit
 - h. The scope of work also includes Design Consultancy works for Pan-India MLFF Tolling Projects.
- iii. The Consultant shall provide all necessary strategic, technical, operational, and program management support required for the planning, implementation, monitoring, and scale-up of Multi Lane Free Flow (MLFF) Tolling across India.

8.3.1. Various Activities & Deliverables

- i. The Consultant shall deploy qualified engineering and domain experts to work closely with IHMCL and support the end-to-end implementation of MLFF Tolling Systems across India. The Monitoring and Evaluation shall include, but not be

limited to the following tasks:

1. Project Management of the MLFF Tolling Contract Agreement

The Consultant shall act as the Engineer-in-Charge for end-to-end project management of the MLFF Tolling Contract Agreement, ensuring its effective implementation, compliance, and timely execution in alignment with IHMCL's objectives.

a) Contract Oversight and Enforcement

I. Administer the MLFF Tolling Contract on behalf of IHMCL, ensuring strict adherence to contractual provisions.

II. Recommend timely actions under the contract including, but not limited to:

- (b) Monitoring of SLAs and enforcement of penalties in case of breach
- (c) Issuance of breach notices or show cause notices
- (d) Initiation and support in managing termination processes including calculation of termination payments and preparation of documentation

b) Project Monitoring and Technical Validation

- I. Validate the project scope, milestones, and deliverables against contractual commitments and project objectives.
- II. Review the contractor's deployment plans and technical approach for key MLFF components including Cameras, ANPR, LiDAR, RADAR, the Toll Collection Platform, and integration with NIC, NPCI etc.
- III. Establish robust reporting structures and review mechanisms to track daily/weekly progress, highlight risks, and flag any delays or deviations.

c) The Consultant shall ensure that the MLFF implementation is managed in a structured, transparent, and accountable manner with full compliance to the Contract Agreement. The Consultant shall ensure that all contractual obligations are enforced in a timely, fair, and efficient manner in the interest of IHMCL.

2. Coordination between Stakeholders

- a) Engage with Banks, NHAI, NPCI, NIC, OEMs and Solution Provider for seamless integration.
- b) Liaise with local stakeholders for approvals related to road closures, lane alterations, and equipment installation.
- c) Organize stakeholder meetings to align on IHMCL, technical specifications, and expected outcomes.
- d) Address coordination between contractors (e.g., civil engineers for Gantry Poles installation, network teams for data connectivity, etc.).

3. Monitoring and Evaluation of Project Implementation

- a) Conduct site assessments and review the designs of Gantry Poles with

Foundations and exact locations to comply with the design and RFP requirements.

- b) Oversee final site selection to ensure minimal disruption to road users during installation.
- c) Monitor hardware installations for compliance with industry standards (e.g., weather-proofing, anti-vandal measures).
- d) Validate different software solution like Toll Collection, Violation Software, and Integration to VAHAAN / NIC.
- e) Supervise testing and commissioning phases for systems with integration within regional command and control centers.
- f) Manage the migration of the old system to the new system.
- g) Periodic check of Software and its compliance to STQC Certifications.
- h) Conduct quarterly Information System Audits and Data Security Audits to ensure compliance with cybersecurity and data protection standards.

4. Monitoring of Project Status, Progress, Delays, and Risks

- a) Track contractor adherence to agreed timelines for deploying MLFF solutions
- b) Identify and address delays caused by site readiness, permissions, or technical bottlenecks.
- c) Evaluate risks like network connectivity failures, compatibility with legacy systems, or public resistance
- d) Provide Daily / Monthly / Quarterly Reporting complying to the SLA matrix of Banks and provide summarized reports like
 - I. Transaction Reports (Settled, Exempted, Pass, Un-Settled, VRN based)
 - II. Essential Components (Radar, LoDAR, Cameras, and Software) Uptime
 - III. Vehicle Count and Classification (Daily, Weekly, Monthly)
 - IV. System Accuracy (Instance wise of Sensors) – e-Challan Notices, Manual Transactions, Unavailability of Video Feeds etc.
 - V. Manpower Compliance (Implementation and O&M Phase)
 - VI. Sanitation and Cleanliness Audit Report

5. Creation of MIS, Dashboards, Reports, and Presentations to Track and Showcase Progress, Gaps, and Risks

- a) Design and maintain a centralized Management Information System (MIS) to capture data across all MLFF sites, enabling real-time insights into performance, compliance, and timelines.
- b) Create automated dashboards using tools such as Power BI/Tableau for various stakeholders (IHMCL, NHAI, Banks, Contractors) to monitor KPIs and operational health.
- c) Prepare reports highlighting key achievements, upcoming milestones, issues flagged, corrective actions, and escalated matters.
- d) Generate reports with insights on technology performance (e.g., accuracy of vehicle detection, success/failure of transaction processing, exceptions logged) and flag deviations from SLA benchmarks.

- e) Track financial indicators such as user fee collected, pending settlements, chargebacks, and reconciliations.

6. Travel to Sites for Acceptance Testing, Assessment, and Monitoring

- a) Conduct field visits to assess the readiness of each site for equipment installation, infrastructure availability (power, network), and safety protocols.
- b) Attend Factory Acceptance Testing (FAT), Site Acceptance Testing (SAT), and User Acceptance Testing (UAT) to validate performance of MLFF systems against contractual obligations.
- c) Inspect physical infrastructure including Gantries, Cameras, LiDAR, RADARs, and Power Supply for quality, robustness, and adherence to specifications.
- d) Interact with ground-level personnel to assess training levels, on-ground challenges, and support needed for smooth execution.
- e) Submit detailed site visit reports with geo-tagged photos, compliance, and suggested corrective actions.
- f) Provide Site Acceptance Testing (SAT) support for existing Toll Plazas.

8. Validating the Bill of Quantities (BoQ) of Various Components with the Agreed Contract of IHMCL

- a) Cross-verify all hardware and software items delivered at the site with the BoQ approved in the contract.
- b) Ensure no short supply of critical components like LiDAR units, Cameras, network switches, edge processors, etc.
- c) Check for duplicate invoicing or items replaced with inferior specifications than those committed in the bid.
- d) Certify actual deployment status (installed, operational, under repair) before endorsing any payment milestone.
- e) Maintain a BoQ reconciliation tracker with remarks on discrepancies, compliance status, and approved deviations.
- f) Ensure sufficient spares are present at site as per the requirement of the Contract.

9. Escalations to IHMCL and Other Stakeholders for Risks and Resolution

- a) Continuously monitor for non-compliance, risks (technical/legal/operational), and deviations from contractual norms.
- b) Prepare structured escalation notes for IHMCL highlighting critical issues, expected impact, and recommended course of action.
- c) Follow up with respective stakeholders to ensure timely closure of escalated matters and maintain a resolution log.

10. Compliance and Verification of the Components and Their Specifications, Based on Guidance from RFP Floated for MLFF Based Tolling in India

- a) Create a compliance checklist mapped to each clause of the MLFF Tolling RFP and the technical specification document.
- b) Perform component-level verification to ensure adherence to specifications

such as resolution of ANPR cameras, class accuracy of vehicle classifiers, redundancy in communication, etc.

- c) Conduct calibration and functionality tests to validate alignment with standards like STQC, CERT-in BIS, and IT Act for data security.
- d) Document any deviations or alternate makes used and seek IHMCL's explicit concurrence for acceptance.
- e) Submit component-wise verification reports certified by the Engineer team for audit and reference.

11. Support Services in Existing Toll Plazas

- a) The Consultant shall provide support in conducting SAT/FAT/UAT of equipment and systems in existing Toll Plazas.
- b) The Consultant shall provide expert insights into performance gaps, system flaws, and operational inefficiencies.
- c) The Consultant shall recommend corrective actions and process improvements to enhance the effectiveness and reliability of toll operations.

12. Service Level Agreement (SLA) Monitoring & Recommend Actions

- a) The Consultant shall conduct system tests, review system logs, ETC data, verify through independent sources etc to monitor the performance of the Bank/Successful Bidder of MLFF Tolling vis a vis SLA defined in the Contract Agreement.
- b) The Consultant shall recommend penalties on the Bank/Successful Bidder of MLFF Tolling in case of sub-par performance vis a vis SLA parameter.

8.3.2. Design and Consultancy for PAN India Implementation of MLFF Tolling Project

- a) The scope of work for the design consultancy services for the Pan-India implementation of Multi-Lane Free Flow (MLFF) tolling encompasses a comprehensive and strategic engagement aimed at supporting IHMCL in all aspects of planning, design, documentation, and implementation facilitation. The consultancy shall begin with a detailed assessment of the current tolling infrastructure and planned Regional deployment across various national highways, including both physical and digital assets, in order to evaluate readiness for MLFF adoption. Based on these findings, the consultant will formulate a high-level conceptual design for the MLFF Tolling ecosystem that aligns with international best practices and adheres to the technical standards and policy guidelines issued by MoRTH, NHAI, and MeitY.
- b) The consultant will be responsible for preparing detailed technical specifications for all system components, including gantry designs, tolling equipment (ANPR, DSRC, vehicle classification systems), network architecture, data centers, and command-and-control rooms. This includes the civil, structural, electrical, and IT infrastructure design required to support a fully integrated MLFF Tolling system. The scope also includes defining the functional and performance requirements of each subsystem, interoperability standards, data security provisions, and integration mechanisms with FASTag, VLT, e-challan systems, and central toll management platforms.
- c) A critical component of the assignment is the drafting and finalization of Request for Proposal (RFP) documents, including volume-wise segregation covering Instructions to

Bidders, Conditions of Contract (General and Special), Scope of Work, Functional Requirements, Technical Specifications, BoQ templates, and Service Level Agreements. The consultant will support the client in structuring the tender in a manner that ensures transparency, competitiveness, and compliance with GFR, CVC, and World Bank procurement guidelines (if applicable). This includes defining bidder qualification criteria, evaluation methodology, implementation timelines, and contractual deliverables.

- d) In addition, the consultancy will provide design and engineering support during the bidding phase, responding to pre-bid queries, issuing addendums, and assisting in the technical evaluation of bids. The consultant shall also prepare cost estimates, risk registers, and project implementation plans, including phasing strategies and stakeholder engagement models for highway operators, enforcement agencies, and technical partners.
- e) Throughout the engagement, the consultant is expected to provide strategic advisory services on policy-level issues, handholding the client in coordination with state and central agencies to ensure smooth and scalable deployment of MLFF Tolling infrastructure across the country. The deliverables shall include feasibility and design reports, RFP documents, detailed technical drawings and specifications, presentation decks for stakeholder consultations, and a roadmap for national rollout in a phased and controlled manner.

8.4. Resources Requirement & Availability

SI #	Position	No. of Positions	Project Availability	% resource estimation	Effective Months
Key Professionals					
1	Engineer in-charge	1	Intermittent	50%	18 Months
2	MLFF Tolling Expert	1	Intermittent	50%	18 Months
3	Team Leader cum TMS/ETC Engineer	1	Full-time (Onsite)	100%	36 Months
4	Data Security Expert	1	Intermittent	50%	18 Months
5	Project In-Charge 1	1	Full-time (Onsite)	100%	36 Months
6	Project In-Charge 2	1	Full-time (Onsite)	100%	36 Months
7	Project In-Charge 3	1	Full-time (Onsite)	100%	36 Months
8	Project In-Charge 4	1	Full-time (Onsite)	100%	36 Months
Sub-Professionals					
1	MIS Expert	1	Full-time (Onsite)	100%	36 Months
2	Structural Engineer	1	Intermittent	16%	6 Months

8.4.1. Brief Duties of Professionals

The broad responsibilities of the deployed professionals are outlined below, including but not limited to the following functions:

1. Engineer-in-Charge

To serve as the official representative of IHMCL for all engineering and contract administration aspects of the MLFF Tolling Project, ensuring compliance with technical, commercial, and legal provisions of the Contract Agreement.

Key Responsibilities:

- a) Act as the chief advisor of IHMCL for interpretation and enforcement of the MLFF Tolling Contract Agreement.
- b) Monitor contractor adherence to Service Level Agreements (SLAs) and recommend penalties in the event of any breach.
- c) Review compliance with technical specifications, BoQ, testing protocols (FAT/SAT/UAT), and site execution plans.
- d) Recommend issuance of notices for contractual non-compliance, breach, or termination.
- e) Support IHMCL in managing contract closure or termination, including calculation of payments and documentation.
- f) Conduct site visits to verify progress and compliance, and submit certified field reports with findings.

2. Team Leader cum TMS/ETC Engineer

To provide leadership across all tolling components with a focus on operational readiness, system design compliance, and smooth coordination across stakeholders.

Key Responsibilities:

- a) Lead the consultancy team and act as the primary interface between IHMCL and the consultant for day to day affairs.
- b) Review and validate the Toll Collection System architecture including FASTag processing, integration with NETC, NPCI, and NIC/VAHAN.
- c) Monitor daily operations at MLFF sites, evaluate tolling data (settled, unsettled, exempted), and ensure adherence to transaction processing timelines.
- d) Identify and address anomalies in transaction accuracy, revenue leakage, and classification mismatches.
- e) Guide stakeholder alignment sessions involving Acquirer Banks, OEMs, NIC, and enforcement authorities.

3. MLFF Tolling Expert

To ensure that the MLFF system design, deployment, and operations strictly conform to the latest industry practices, RFP specifications, and performance benchmarks.

Key Responsibilities:

- a) Provides subject-matter expertise on Multi-Lane Free Flow (MLFF) Tolling systems
- b) Review technical plans for deployment of Cameras, LiDAR, RADAR, and sensor infrastructure.
- c) Validate location-specific deployment and ensure minimal disruption to traffic flow.
- d) Support design review of gantry structures, sensor positioning, and integration logic.
- e) Monitor and evaluate site commissioning, sensor calibration, and interface readiness with central command and control systems.
- f) Monitor the performance of MLFF Tolling System vis a vis SLA Parameters and offer expert advice to improve system performance.

4. Data Security and Information System Expert

To ensure system-level integrity, cybersecurity compliance, and high standards in data protection and IT governance.

Key Responsibilities:

- a) Conduct regular Information Security and Cybersecurity Audits for all MLFF components and backend systems.
- b) Verify compliance with applicable standards such as STQC, CERT-In, BIS, and the IT Act.
- c) Review software functionalities related to tolling, enforcement, and analytics for alignment with national guidelines.
- d) Responsible for reviewing system design for vulnerabilities, advising on secure integration with NPCI and government databases, and ensuring compliance with MeitY, CERT-In, and related regulations
- e) Identify and report vulnerabilities in software, data storage, communication networks, and propose corrective actions.
- f) Monitor adherence to data retention policies, audit logs, and access control mechanisms.
- g) Conduct quarterly audits on Data Security and Information Systems

5. MLFF Tolling Project In-Charge

To manage day-to-day implementation, site-level execution, and progress monitoring of the assigned MLFF tolling project(s).

Key Responsibilities:

- a) Coordinate with field teams, contractors, and vendors to ensure timely delivery and installation of MLFF components.
- b) Validate BoQ items on-site against the contract, check for short supply or non-compliant materials, and report discrepancies.
- c) Track project milestones, identify delays, and submit weekly and monthly progress reports to IHMCL.
- d) Oversee Acceptance Testing (SAT/UAT), ensure site readiness (power, network), and supervise on-ground deployment quality.
- e) Maintain a site-level issue tracker and ensure timely escalation and resolution of all critical issues.
- f) Monitor and report system performance vis a vis contractual requirement and report to the Team Leader.

6. MIS Expert: Responsible for designing, developing, and maintaining Management Information Systems (MIS), dashboards, and reporting tools. Supports real-time performance monitoring, SLA compliance tracking, and generation of analytical insights for IHMCL and other stakeholders.

7. Structural Engineer: Provides expert review and validation of gantry, foundation, and control room designs. Conducts site assessments, evaluates structural drawings, ensures compliance with IRC/IS codes, and monitors execution quality of civil works related to MLFF Tolling infrastructure.

8.4.2. Minimum Site Deployment Obligations of Intermittent Key Professionals

The Consultant shall ensure that the following key professionals undertake minimum mandatory site visits as per the schedule below during the project lifecycle. These site visits shall be treated as integral to the scope of services:

Position	Site Visit Frequency – Construction Phase	Site Visit Frequency – O&M Phase
Engineer In-Charge	At least 1 visit every 2 months to all project sites	At least 1 visit every quarter to all project sites
MLFF Tolling Expert	At least 1 visit per month to all project sites	At least 1 visit per quarter to all project sites
Data Security Expert	At least 1 visit per quarter for information system and data security audit.	At least 1 visit per quarter for information system and data security audit.

8.4.3. Other requirements

- a) No replacement of Key resources viz **Engineer in-charge, MLFF Tolling Expert, Team Leader cum TMS/ETC Engineer, Data Security Expert, Project In-Charges** 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 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.

- b) 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.
- c) Any unauthorized Leave of Full-time resources shall incur a penalty of **Rs. 10,000/- per day**, which shall be deducted from invoice payables. IHMCL reserves the right to deploy technology based attendance system for the resource person.
- d) CVs for MIS Expert and Structural Engineer to be submitted within 1 month of the award of the Consultancy Project as per the qualification and experience mentioned in this document. Although the IHMCL reserves the rights to request for replacement if found not suitable.
- e) 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.

8.4.4. Structural Engineer and Design of Command-and-Control Rooms

- a) The Consultant shall deploy an Expert of Civil Structure & Design for the assessment and verification of civil works, gantry design, control room design, and other related infrastructure.
- b) In the context of an MLFF (Multi-Lane Free Flow) based Tolling project, the involvement of a qualified Structural Engineer is essential to oversee the civil works associated with the installation of gantries and their foundations. This responsibility begins with conducting thorough site assessments, including geotechnical investigations to evaluate the soil bearing capacity and determine the appropriate type of foundation—whether isolated, pile-based, or raft. Based on the findings, the Structural Engineer is expected to suggest and validate the robust structural designs for both the gantry and its foundation as submitted by the bidder, ensuring that the structure can safely support the various tolling components such as ANPR cameras, RFID/DSRC readers, sensors, and signage. The design must comply with the applicable Indian Standards (IS), Indian Roads Congress (IRC) codes, and specifications laid down by the Ministry of Road Transport and Highways (MoRTH). Particular attention must be given to dynamic loading conditions such as wind, seismic activity, and vehicular-induced vibrations. The Structural Engineer will also be responsible for review of detailed construction drawings, including general arrangements, reinforcement layouts, connection details, and fabrication/erection procedures. Furthermore, coordination with the electrical and tolling system teams is critical to ensure that all equipment mounts and conduits are appropriately integrated into the structural framework. During the execution phase, the engineer must perform regular site visits to monitor construction quality, verify material standards, and confirm compliance with design specifications. Deliverables typically include verification of structural calculation reports, approved CAD drawings, technical specifications, inspection logs, and quality assurance certifications.
- c) Parallely, the establishment of a Command-and-Control Room (CCR) forms a critical component of the MLFF Tolling project, serving as the central nerve center for real-time monitoring, management, and control of tolling operations. The CCR should be housed in a dedicated facility that is either newly constructed or retrofitted to accommodate the necessary civil, electrical, and IT infrastructure. This includes HVAC systems, fire suppression mechanisms, access-controlled entry, server rooms, and operator bays. The

facility must be equipped with a high-availability communication network, typically using fiber optics or secured VPNs, linking each toll plaza to the central control room with redundancy for uninterrupted connectivity. The IT infrastructure within the CCR must include large video walls, operator consoles, and integrated workstations capable of displaying live camera feeds, transaction records, ANPR alerts, violation data, and the operational status of all tolling equipment. On the software front, the CCR should incorporate a suite of applications, including a central toll management dashboard, a violation detection system, an incident monitoring and response platform, a device health tracker, and robust reporting modules for financial and operational analytics. The operation of the CCR requires skilled personnel trained to manage round-the-clock shifts, respond to equipment malfunctions, escalate violations, and coordinate with field teams. Security of the control room must be ensured through CCTV surveillance and biometric or RFID-based access control systems. Additionally, a reliable data backup and disaster recovery mechanism must be in place to safeguard operational continuity. The Command-and-Control Room must also align with the IT and cybersecurity standards prescribed by the Ministry of Electronics and Information Technology (MeitY) and adhere to the broader guidelines of MoRTH and NHAI. All associated documentation, including architectural layouts, system architecture, user manuals, operational SOPs, and maintenance SLAs, form part of the required deliverables for a fully functional and compliant CCR.

8.5. Contract Duration

The overall duration of the Consultancy Assignment shall be 36 months and extendable up to additional 24 months at the same rate, at sole discretion of IHMCL as per requirement.

8.6. Payment Milestones

a) 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

b) **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) Fixed Operational Expense and Out-of-Expenses shall be reimbursed on actuals as per the provision of the RFP.

8.7. Deleted

8.8. Obligations of Consultant

The Consultant shall observe, perform, and comply with all obligations outlined in this RFP and shall be fully committed to delivering the highest standards of consultancy services to support IHMCL in developing a state-of-the-art, world-class Multi Lane Free Flow (MLFF) Tolling Facility in India. In addition to the obligations set forth elsewhere in the RFP, the Consultant shall:

- a) Uphold the highest standards of professionalism, integrity, ethics, and impartiality in the execution of its responsibilities under this Agreement.
- b) Deliver the services with utmost diligence, efficiency, technical proficiency, and adherence to international codal provisions and industry best practices, while ensuring alignment with IHMCL's strategic objectives.
- c) Perform the full Scope of Work & Terms of Reference as set out in this RFP, and any additional duties mutually agreed upon or required for successful execution.
- d) Ensure full compliance with all Applicable Laws, regulations, and guidelines relevant to tolling, transport infrastructure, information systems, data protection, and public safety.
- e) Provide and maintain a Performance Security in the form and manner prescribed under this RFP, to ensure fulfillment of its obligations.
- f) Deploy adequate personnel with qualifications, expertise, and skills commensurate to the requirements of the assignment, and ensure they remain available as per the agreed timelines and deliverables.
- g) Maintain robust project governance, reporting mechanisms, and quality control processes throughout the assignment period.
- h) Coordinate proactively and cooperate in good faith with all stakeholders involved in the implementation of MLFF Tolling.
- i) Ensure the safety, health, and security of its personnel at all times during the execution of the assignment.
- j) Maintain adequate and valid insurance coverages against risks of personal injury, property damage, theft, or force majeure affecting personnel or equipment used in the course of providing services.
- k) Indemnify and hold harmless IHMCL and NHAI against any claims, losses, damages, liabilities, or expenses arising out of the Consultant's performance, negligence, willful misconduct, or breach of obligations.
- l) Sign and comply with a Non-Disclosure Agreement (NDA) to ensure the confidentiality and protection of sensitive information shared during the engagement.
- m) Maintain a culture of continuous improvement and knowledge sharing, contributing to capacity building of IHMCL and ecosystem stakeholders through periodic recommendations, training inputs, and global benchmarking insights.

8.9. Administrative Provisions

- 8.9.1 The Consultant shall mandatorily establish and maintain a dedicated project office within a radius of 5 kilometers from the IHMCL Headquarters located in Dwarka, New Delhi, for the duration of the project. The office shall be fully equipped and staffed in accordance with the manpower deployment and operational requirements specified in this ToR.
- 8.9.2 The assignment shall be strictly output and deliverables-based as defined in the Scope of Work and Deliverables in this ToR. The deployment of manpower as specified in this RFP represents the minimum mandatory resource requirement. In case the Consultant requires additional personnel—such as Peon, Office Assistant, Office Boy, Stenographer, or any other support staff—for operational convenience or administrative purposes, the entire cost and responsibility for deployment, supervision,

and payment of such personnel shall rest solely with the Consultant. IHMCL shall not be liable for any reimbursement or compensation towards such resources.

8.9.3 Fixed Operational Expenses:

In order to facilitate effective implementation, IHMCL shall pay the Consultant towards the following operational expenses, subject to submission of valid invoices and compliance with applicable tax regulations:

i. **Conveyance and Office Space Rental and other expenses:** A maximum amount of ₹1,00,000/- (Rupees One Lakh only) per month, exclusive of applicable GST, shall be paid for expenses related to Office Space Rental, local conveyance for deployed staff, furniture and fixtures, electricity, plumbing, Internet, Telephone and other allied utilities required for proper functioning of the project office.

ii. **Office Stationery and Reporting Material:** A maximum amount of ₹20,000/- (Rupees Twenty Thousand only) per month, exclusive of applicable GST, shall be paid for procurement of office stationery, printing, and documentation material related to project reporting.

8.10. Out of Pocket expenses

- a) The costs incurred by the Consultant for Out-of-Pocket Expenses (OPE) for travel to the project site, shall be reimbursed on an actual basis. The reimbursement shall be as per RFP, subject to the submission of original receipts, travel document, invoices, and any other necessary supporting documents as required by IHMCL.

Local Conveyance	TA (Entitlements) - Air	TA (Entitlements) - Rail	TA (Entitlements) - Road
Actual expenditure subject to Maximum ceiling of Rs. 1000 per day	Economy Class	2 nd Tier AC	Actual Fare by any type of public bus including AC Bus or AC Taxi

- b) Bidder shall be required to travel in India and abroad for the Factory Acceptance Testing and represent IHMCL which shall be reimbursed on actuals as per RFP, as applicable. Prior written approval shall be mandatorily obtained from IHMCL before undertaking any such travel, with adequate notice by the Consultant.
- c) The Consultant shall seek prior written approval from IHMCL for travel expenses where applicable. Any claims made under this clause shall adhere to the limits set forth in 8.10(a).
- d) Reimbursement of Out-of-Pocket Expenses shall be admissible only for official travel undertaken outside the territorial limits of the National Capital Region of Delhi in connection with project-related duties.

8.10.1. Reimbursement towards international travel

- a) In the event of international travel for purposes of mandatory site visit or other approved assignments or travel of MLFF Tolling Expert, the reimbursement towards airfare shall be limited to a maximum ceiling of ₹2,00,000 (Rupees Two Lakhs only) per month per person, for economy class travel subject to submission of invoices, travel documents etc and

compliance of clause 8.10.1(c). Any expenditure towards international travel, above this ceiling limit is to be borne by the consultant.

- b) Visa fees, security clearances, insurance, documentation, and any other ancillary arrangements required for international travel shall be the sole responsibility of the Consultant, and no separate reimbursement or payment shall be made by IHMCL on these accounts.
- c) **The Reimbursement for international travel shall be provided only for trips that have received prior written approval from IHMCL.**

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 following forms as provided in subsequent sections.

9.1 Form 1: Bid Covering Letter

(On the letterhead of the Bidder)

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

Subject: Request for Proposal (RFP) for Consultancy Services for Supervision and Monitoring of Multi Lane Free Flow (MLFF) Tolling Projects in India

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 Consultancy Services for Supervision and Monitoring of Multi Lane Free Flow (MLFF) Tolling Projects in India

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)

Management Co. Ltd.

Subject:

Dear Sir / Madam,

We hereby certify that the average annual turnover of M/s. _____ (name of the bidder) for the last three financial years (ending 31st March 2025) is as given below:

Annual Turnover for the last 3 Financial Years (FYs) in Indian Rupees (INR)			
FY 2024-25	FY 2023-24	FY 2022-23	Average

Annual Net worth for the last 3 Financial Years (FYs) in Indian Rupees (INR)			
FY 2024-25	FY 2023-24	FY 2022-23	Positive /Negative as on 31 st March 2025

Yours Sincerely,

(Signature of Statutory Auditor)

Name of the Statutory Auditor:

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, 2025

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 Consultancy Services for Supervision and Monitoring of Multi Lane Free Flow (MLFF) Tolling Projects in India

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:

- I. Our liability under this Bank Guarantee shall not exceed ` _____/-
- II. The Bank Guarantee shall be valid up to _____
- III. 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. Understanding of Multi Lane Free Flow (MLFF) Tolling Technology
- B. Comprehension of IHMCL's Project Objectives and Consultant's Role
- C. Methodology for Implementation Oversight and Validation
- D. SLA Understanding and Monitoring Framework
- E. Strategic Inputs for National Rollout of MLFF Tolling in India

The bidder's proposed approach and methodology should outline a detailed understanding of the MLFF Tolling ecosystem including integration of ANPR + AI-based vehicle detection and FASTag/NETC-based tolling mechanisms. It should reflect awareness of the latest technological developments, relevant operational challenges, and the nature of infrastructure to be supervised.

The bidder shall demonstrate its understanding of IHMCL's strategic goals for MLFF Tolling implementation, covering both implementation and O&M phases. This should include an appreciation of the project environment, integration with NETC/NPCI systems, interface with stakeholders, and the role of the Consultant as a supervisory and advisory agency.

Additionally, it should provide a detailed technical methodology for execution oversight, including validation of MLFF Tolling system design, assessment of site readiness, and execution of Factory Acceptance Testing (FAT), Site Acceptance Testing (SAT), and other commissioning activities. The methodology must cover BOQ verification, compliance checks against contractual specifications, and quality assurance measures.

The approach shall outline its understanding of Service Level Agreements (SLAs) defined in the MLFF Tolling project and propose a framework for their effective monitoring. This should include suggested metrics, reporting formats, escalation matrix, and corrective action workflows to ensure adherence.

The proposed approach shall also provide a high-level strategy on the support to be provided to IHMCL in planning and facilitating nationwide rollout of MLFF Tolling systems. This should cover inputs on design standardization, phased corridor-based deployment, stakeholder consultation strategy, and risk mitigation measures.

Note: For reference and alignment, bidders may refer to the RFP for MLFF Tolling Projects, attached as Appendix-V of this RFP.

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.

Form 10.1: Team composition and Key Tasks

Sl#	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:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	
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 with their supporting copies}

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. Hbbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

SI #	Project Details	Domain (Specify TMS/ ATMS/PMU/IT Security/ Others)	Key Activities performed (SAT/FAT/DPR/RFP etc. as required in the RFP) Detailed Tasks Assigned on Consultant's Team of Experts
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:		

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

Signature

Date

{day/month/year}

Name of authorized
Date

Signature

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

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	

9.13 Form 13: Bid Securing Declaration Form

(To be submitted by Bidder on the Letter head)

Date: _____

RFP Ref. _____

To,

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

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - i. fail or reuse to execute the contract, if required, or
 - ii. fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
- c) I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of
 - i. the receipt of your notification of the name of the successful Bidder; or
 - ii. thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown) in
the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

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

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

Dated on _____ day of _____ (insert date of signing)

9.14 Form 14: Format for Self-Evaluation of Technical Score

SI No.	Criteria	Maximum Marks	Marks provided by bidder in Self Evaluation	Supporting Documents in Technical Bid as per RFP Clause 6.3.1
A	Bidder's Profile	10		
A1	<p>Average Annual Turnover generated in the last three Financial Years 2022–23, 2023–24, and 2024–25:</p> <ul style="list-style-type: none"> Above INR 10 Crore – 5 marks INR 5 Crore to INR 10 Crore – 4 marks Below INR 5 Crore – 0 mark 	5		
A2	<p>Total number of Full-time employees as on the release date of RFP.</p> <p>Marks shall be allocated as below. Number of Full-Time Employees:</p> <ul style="list-style-type: none"> >=100: 5 marks >=30 and <100: 4 marks Less than 30 no. of employees = 0 Mark 	5		
B	Relevant Past Experience	15		
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.</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 Toll Management System (TMS) Intelligent Traffic Management Systems (ITMS)/Advanced Traffic Management</p>	15		

SI No.	Criteria	Maximum Marks	Marks provided by bidder in Self Evaluation	Supporting Documents in Technical Bid as per RFP Clause 6.3.1
	Systems (ATMS)/Electronic Tolling System/City Surveillance/ Smart City Marks shall be allocated as below: For each qualifying project = 05 marks, up to maximum 15 marks			
D	Resource Profile (Based on detailed marking as provided in subsequent section in Clause 6.3.2)	60		
D1	Engineer in-Charge	10		
D2	MLFF Tolling Expert	15		
D3	Team Leader-cum-TMS/ETC Engineer	10		
D4	Data Security Expert	5		
D5	Project In-Charge 1	5		
D6	Project In-Charge 2	5		
D7	Project In-Charge 3	5		
D8	Project In-Charge 4	5		

9.15 Checklist to be submitted by the bidder

S. No.	Form/ Document required	Submission Status (Yes/ No)
1.	Proof of submission of Document Fee in IHMCL bank account	
2.	Proof of submission of Earnest Money Deposit in IHMCL bank account	
3.	Form 1: Bid Covering Letter	
4.	Form 2: Brief Information about the Applicant	
5.	Form 3: Bank Guarantee for Earnest Money Deposit (not applicable, if already deposited in IHMCL bank account)	
6.	Form 4: Bidder Annual Turnover	
7.	Form 5: Power of Attorney/Letter of Authorization (as relevant)	
8.	Form 6: Summary of Project Experience Submitted by the Bidder	
9.	Form 8 Proposed Approach & Methodology	
10.	Form 9 Deviations/Assumption	
11.	Form 10: Team Composition and their Availability	
12.	Form 10.1: Team composition and Key Tasks	
13.	Form 11 : Curriculum Vitae (CV) of Key Personnel	
14.	Form 12: Format for Self-Certificate of Relevant Experience by Bidder	
15.	Form 13: Bid Securing Declaration Form	
16.	Form 14: Format for Self-Evaluation of Technical Score	
17.	Copy of Certificate of Incorporation/ Registration under Companies Act, 1956/2013 or Limited Liability Partnership Act 2008.	

S. No.	Form/ Document required	Submission Status (Yes/ No)
18.	GST Registration Certificate	
19.	Audited and Certified copies of Balance Sheet and Profit/Loss Account for the specified years	
20.	Work order specifying the Scope of Services related to IT/ICT Consulting	
21.	Work order/ Contract clearly highlighting the relevant scope of work, and contract value, year of execution. 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. Go-Live Certificate issued by the Client in the name of execution agency.	
22.	Undertaking certifying non-blacklisting as per specified format.	

10 Appendix II: Financial Proposal

Form F-1: Remuneration of Staff

SI #	Position	Type	No. of Positions	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	D= A*B*C
Key Resources						
1	Engineer in-charge	Intermittent	1	18		
2	MLFF Tolling Expert	Intermittent	1	18		
3	Team Leader-cum-TMS / ETC Expert	Full-time	1	36		
4	Data Security Expert	Intermittent	1	18		
5	Project In-Charge 1	Full-time	1	36		
6	Project In-Charge 2	Full-time	1	36		
7	Project In-Charge 3	Full-time	1	36		
8	Project In-Charge 4	Full-time	1	36		
Sub-Key and Support Staff						
1	MIS Expert	Full-time	1	36		
2	Structural Engineer	Intermittent	1	6		
Total Price Quoted (Excluding GST)						

All quotes shall be mandatorily submitted in Indian Rupees (INR). Prices shall be inclusive of all applicable taxes, excluding GST.

11 Appendix III: Progress Report – Broad requirements.

The Information contained in the reporting requirements shall vary based on the frequency of submission—daily, weekly, and monthly—and shall be such to capture implementation progress, system performance, compliance status, and emerging risks in a structured and timely manner. The reports should mandatorily include, but not be limited to, the following aspects as outlined below:

1. Progress Report – Implementation Phase

i. Executive Summary

- a. Overview: Brief summary of project progress, key achievements, and critical issues for the reporting month.
- b. Key Milestones Achieved: List of completed milestones (e.g., site selection, gantry installation, system integration).
- c. High-Level Risks and Concerns: Summary of major risks (e.g., delays, budget overruns) and proposed mitigations.
- d. Next Steps: Key activities planned for the next month.

ii. Corridor-wise Implementation Status

- a. Summary of physical progress across all corridors.
- b. Milestones achieved vs planned.
- c. Comparison of actual progress vs. planned timeline (S-Curve, etc.).
- d. Percentage completion of installation (cameras, sensors, gantries, etc.).
- e. Site readiness issues and pending works.

iii. Equipment Deployment and BOQ Validation

- a. Details of deployed components (ANPR, Radar, LiDAR, etc.).
- b. BOQ validation against IHMCL's contract.
- c. Compliance status of hardware (e.g., ANPR cameras, LiDAR) and software with RFP specifications.
- d. Photos and verification logs from site visits.

iv. Site Acceptance Testing (SAT) Status

- a. List of sites where SAT has been conducted.
- b. SAT results (Pass/Fail).
- c. Deviations and corrective actions initiated.

v. Stakeholder Coordination

- a. Meetings held with IHMCL, banks, OEMs, NHAI, and state/local authorities.
- b. Status of permissions (e.g., lane closure, electrical connectivity, etc.).
- c. Summary of stakeholder meetings and outcomes.
- d. Summary of resolved coordination issues (e.g., Traffic diversion approvals).

vi. **System Integration and Interface Validation**

- a. Readiness of integration with NETC (NPCI), VAHAN, CCH, etc.
- b. Testing of transaction flow and interface compatibility.

vii. **Structural and Civil Works**

1) **Gantry and Foundation Progress:**

- a. Status of geotechnical investigations and foundation designs.
- b. Validation of gantry designs against IS Code, IRC, and MoRTH standards.
- c. Progress on construction, including material quality checks and compliance.

2) **Command-and-Control Room (CCR) Development:**

- a. Status of CCR civil works (e.g., HVAC, fire suppression installation, etc.).
- b. Progress on IT infrastructure (e.g., video walls, network connectivity, etc.).
- c. Compliance with MeitY cybersecurity standards/ STQC certifications for software.

viii. **Monitoring of Project Risks and Delays**

- a. Identification of project risks and bottlenecks.
- b. Corridor-wise delays with reasons and proposed mitigation.
- c. Escalations/Correspondence made to IHMCL for resolution.
- d. Data Security and Information System Integrity: Summary of security audit activities, identification of vulnerabilities, compliance with MeitY/CERT-In norms, and status of remediation efforts.

ix. **Reporting and Dashboards**

- a. Implementation progress dashboard with visual charts.
- b. Corridor-wise hindrance/Issues List.
- c. Summary of contractor deviations from plan.

x. **Manpower Deployment & Site Visits**

- a. Details of site team deployment.
- b. Summary of site visits conducted, including locations and findings.
- c. Log of site visits conducted and key observations.

xi. **Deliverables Status**

- a. Completed Deliverables: List of submitted deliverables (e.g., structural calculation reports, CAD drawings, Quarterly Information System Audit, etc.).
- b. Pending Deliverables: List of deliverables due in the next month with timelines.

xii. **Annexures**

- I. Site photographs.

- II. SAT reports and non-conformance logs.
- III. Meeting minutes.
- IV. Equipment deployment checklists.
- V. Updated Gantt chart, S-curve or work schedule.

2. Progress Report – Operations & Maintenance (O&M) Phase

i. Executive Summary

- a. Overview: Summary of MLFF Tolling system performance, key operational metrics, and major issues for the reporting month.
- b. Key Achievements: Highlights of operational stability, transaction success rates, or violation management.
- c. Critical Issues: Summary of system downtimes, violations, or SLA breaches.
- d. Next Steps: Planned maintenance or improvement activities for the next month.

ii. System Uptime and Performance Monitoring

- a. Uptime % of ANPR, Radar, Cameras, Software modules.
- b. Downtime incidents, duration, and root cause analysis and resolution status.
- c. Preventive maintenance performed.

iii. Transaction Summary

- a. Total transactions processed (settled, exempted, unsettled, VRN-based).
- b. Transaction success rate and reasons for failures (e.g., tag issues, network failures).
- c. Summary of fee collection by corridor.
- d. Manual transactions or unavailability of video feeds or system failures (if any).

iv. Violation Detection and Enforcement

- a. Number of violations detected.
- b. e-Notices generated, sent and their resolution status.
- c. Gaps in detection or data inconsistencies.

v. SLA Compliance Review

- a. Status of compliance with defined SLAs for hardware, software, manpower.
- b. Summary of breaches and penalties (if applicable).
- c. Summary of escalations raised to IHMCL.

vi. **Maintenance & Cleanliness Audit**

- a. Manpower deployment across corridors.
- b. Cleaning and sanitation status of MLFF Tolling Project sites.
- c. Status of repair/replacement of damaged assets.

vii. **Software and Compliance**

- a. Monthly system health check.
- b. Software latency, error logs, or integration issues.
- c. STQC, CERT-in and cyber-security compliance observations.
- d. Data Security and System Integrity Compliance: Quarterly report on information system audit status, cyber risk incidents (if any), and conformance with data protection standards and SLA metrics related to system security.

viii. **Training & SOP Adherence**

- a. Trainings conducted for O&M personnel.
- b. Adherence to standard operating procedures.
- c. Suggestions for improving operational efficiency.

ix. **Risk Log and Incident Reporting**

- a. Theft, vandalism, hardware damage, or data outages.
- b. Mitigation and follow-up action taken.
- c. Any repeated or unresolved issues.

x. **Annexures**

- I. Sample e-notices or violation screenshots.
- II. Uptime graphs and dashboard snapshots.
- III. Field reports, logbooks, and checklists.
- IV. Monthly risk and compliance register.

12 Appendix IV: 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.

G-5&6, Sector-10 Dwarka

New Delhi – 110 075

Name:

Designation:

Address:

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.
- 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 full time 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/NHA 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. The full time resources shall generally work as per IHMCL schedule of working hours/days. 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 Monthly/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. Deleted.

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 Progress report, SAT 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.
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- 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, reserved the right 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. No replacement of Key resources viz **Engineer in-charge, MLFF Tolling Expert, Team Leader cum TMS/ETC Engineer, Data Security Expert, Project In-Charges** 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 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.
- 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.
- 12.11.6. 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

12.12. Payment Terms

- 12.12.1. Milestone based payment will be made as per the schedule defined in RFP

12.12.2. Taxes and Duties

- 12.12.3. The rates shall be inclusive of all taxes, duties and any statutory levies etc. but exclusive of GST which shall be reimbursed subject to submission of documentary proof.

12.13. Termination of Contract

The Contract may be terminated by IHMCL under the following circumstances, in addition to any other rights of termination provided elsewhere in the RFP or the Contract Agreement:

- 12.13.1 Failure to Execute the Contract or Furnish Performance Security**
- 12.13.2 Expiry of the Contract Term**

The Contract shall stand automatically terminated upon completion of the contractual term, including any extensions, unless expressly renewed or extended in writing by IHMCL.

12.13.3 Termination Due to Breach, Non-Compliance, or Non-Performance

IHMCL may, by written notice, terminate the Contract in whole or in part at any time in the event of:

- a) Material or repeated breach of any term or condition of the Contract or RFP;
- b) Failure to perform the Scope of Work or deliverables as per agreed timelines, specifications, or standards;
- c) Failure of the Consultant to perform with the required level of diligence, efficiency, professionalism, or technical competence;
- d) Failure of the Consultant's deployed personnel to perform the duties and responsibilities assigned to them as per the provisions of the Contract;
- e) Non-compliance with Applicable Laws, statutory provisions, codal standards, or Government guidelines;
- f) Poor performance, negligence, misrepresentation, or abandonment of the assignment;
- g) Non-deployment of approved resources or replacement of approved resources without prior approval from IHMCL.

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. Consequence of Termination

Upon termination of the Contract for any reason:

- a) The Consultant shall immediately cease all activities and hand over to IHMCL all documents, data, deliverables, equipment, and materials related to the assignment;

- b) IHMCL shall be entitled to recover from the Consultant any losses, damages, or liabilities caused due to non-performance or default;
- c) Performance Bank Guarantee may be forfeited, in full or in part, based on the extent of breach or non-compliance;
- d) Any outstanding payments may be withheld or adjusted against recoveries, if applicable.

12.17. Force Majeure

- 12.17.1. 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.
- 12.17.2. 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.
- 12.17.3. 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.

12.18. Resolution of Disputes

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

12.18.1. Amicable Settlement

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.

12.18.2. Arbitration

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.”

12.18.3. Legal Jurisdiction

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

12.19. Indemnity

- 12.19.1. 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.
- 12.19.2. The indemnities set out shall be subject to the following conditions:
- 12.19.3. 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;
- 12.19.4. 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;
- 12.19.5. 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;

- 12.19.6. 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;
- 12.19.7. all settlements of claims subject to indemnification under this Clause will:
- a) 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
 - b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- 12.19.8. 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;
- 12.19.9. 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;
- 12.19.10. 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
- 12.19.11. 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).

12.20. Liability

- 12.20.1. 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.
- 12.20.2. 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.
- 12.20.3. 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.

12.21. Definitions

S.No	Term	Definition
1.	Acquirer Bank	The member bank certified by NPCI as an Acquirer Bank under NETC program.
2.	Applicable Law	Are the laws applicable in India
3.	Authority	Indian Highways Management Company Limited (IHMCL)/National Highway Authority of India (NHAI)
4.	Authorized Representative	Authorised Representative of bidder
5.	CCH	Central Clearing House (Currently managed by NPCI)
6.	Clean Transactions	Clean ETC Transaction shall refer to any toll transaction processed via FASTag and successfully settled through the NETC system of NPCI.
7.	Commencement Date or Effective Date	The date on which the Successful Bidder signs the Contract Agreement.
8.	Communication network	A wired or wireless facility used to send and receive data between the centralized component and the MLFF Component.
9.	Control Centre (CC)	A dedicated control center for monitoring and management of the entire projects' operations and to undertake manual validations to generate e- Notice
10.	Decision support	Reports, Graphs, Dashboard and Alerts, etc. which shall help in supporting decisions for Multi- Lane Free Flow project
11.	Detector	A device that detects a vehicle passing through a gantry system.
12.	Downtime	"Downtime" refers to the period during which MLFF equipment or system is either non-functional or not actively operating to execute its intended tasks effectively, thus failing to meet the operational characteristics outlined in the RFP document due to significant interruptions or failures.
13.	FASTag	Passive RFID tag issued by bank for a specific vehicle for toll collection
14.	Good Industry Practice	"Good Industry Practice" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced contractor engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the

		Contractor in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner.
15.	Issuer Bank	The bank who has issued the FASTag
16.	Lane	A lane is part of a roadway (carriageway) that is designated for use by a single file of vehicles, to control and guide drivers
17.	MLFF	A Multi-Lane Free Flow (MLFF) Tolling System is an advanced electronic toll collection solution designed to accurately identify, classify and charge toll/user fee from vehicles traveling across multiple highway lanes at permissible traffic speeds, generally without requiring vehicles to slow down, stop, or use dedicated toll lanes. MLFF tolling system uses modern technologies such as RFID/ANPR/DSRC/GNSS etc. to facilitate smooth, barrier-free tolling operations across multiple lanes, enabling seamless traffic flow and reducing congestion at toll plazas.
18.	MLFF Components	The components used to implement the MLFF Solution
19.	MoRTH	Ministry of Road Transport and Highways
20.	Network Control Software	Application software that generates, monitors, and manages the transaction for all intersections under the MLFF.
21.	NPCI	National Payments Corporation of India (NPCI), an umbrella organisation for operating retail payments and settlement systems in India, is an initiative of Reserve Bank of India (RBI) and Indian Banks' Association (IBA) under the provisions of the Payment and Settlement Systems Act, 2007
22.	Remittance	“Remittance” refers to the payment due for deposit into the NHAI account, after adjusting for the Revenue Share and any penalties imposed for breaches of the Service Level Agreement (SLA).
23.	Sub-Contractor/ SI	The document uses “Sub-Contractor”, “System Integrator” and “SI” interchangeably. They refer to the Agency engaged by Acquirer Bank for implementation and maintenance of MLFF solution.
24.	Successful Bidder of MLFF RFP	The “bidder”, “Bank” and “Acquirer Bank” interchangeably, after the complete evaluation process, has been issued the letter of award by IHMCL.

25.	Successful Pairing	Transactions that are successfully paired for calculation of applicable user fee.
26.	Toll Monitoring and Control Centre (TMCC)	“TMCC” refers to the Toll Monitoring and Control Centre established at IHMCL/NHAI headquarters in New Delhi for monitoring and maintaining the MLFF/ETC equipment health status, as well as the traffic and revenue data of all National Highway fee plazas.
27.	Tollable traffic	Tollable traffic refers to all M & N category vehicles as defined under the Central Motor Vehicle Rules, 1989.
28.	Turnkey	End to End from the initial design and planning to the final implementation and commissioning.
29.	Un-settled Transactions	Failed transactions owing to blacklisting / low- balance / insufficient balance/ non-functional tag/ close tag/ unregistered tag/ hot listed tag and any transaction posted beyond defined TAT is called as Unsettled Transactions as per Procedural Guidelines under the NETC programme (amended time to time)
30.	Uptime	Uptime” refers to the duration during which an MLFF equipment or system is actively functioning, operating, and ready to execute its intended tasks effectively, meeting the operational characteristics as defined in the RFP document, without encountering significant interruptions or failures.
31.	Vehicle Classification	Shall mean vehicle classification under different vehicle types/categories/classes as per NH Fee (Determination of rates and Collection) Rules 2008 (and its amendment from time to time) and NHAI/MoRTH/IHMCL/NETC guidelines.
32.	Violation	“Violation” refers to the passage of any vehicle through the MLFF system without FASTag or with Invalid FASTag, non-functional FASTag such as cases involving blacklisted FASTag, hotlisted FASTag etc. in accordance with the Programme Guidelines (PG) issued by IHMCL/NPCI, as amended from time to time.
33.	Working Days	Working days refer to the days of the week when businesses and organizations operate, and employees are expected to work. Typically, these days are Monday through Friday, excluding weekends (Saturday and Sunday) and public holidays as per GOI.
34.	Plaza-Specific Discount Pass	The discount passes which are activated on a FASTag and are valid only at a designated User Fee Plaza or a specific pair of plazas (in the case of access-controlled highways). These include Discount Pass issued under sub-rule 2, sub-rule 3 and sub-rule 3(A) of Rule 9 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008, as amended from time to time. These passes are issued at the respective toll plaza by the Bank upon payment of the applicable charges by the FASTag user.

35.	Global Pass	<p>i. The pass which are activated on FASTag and are valid across all User Fee Plazas on the National Highway network. These include Exemption Pass issued under Rule 11 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008, as amended from time to time.</p> <p>ii. This also include the (Annual) Pass provisioned under sub-rule 3(B) of Rule 9 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008, as amended from time to time, applicable for non-commercial vehicles.</p> <p>iii. Global Pass are issued centrally by IHMCL, NHAI or Agencies authorized by NHAI/IHMCL, based on eligibility and applicable guidelines.</p>
36.	Toll fee	<p>“Toll fee” mentioned in the RFP shall mean “User Fee” as defined in the NH Fee Rule National Highways Fee (Determination of Rates and Collection) Rules, 2008, as amended from time to time</p>

12.22. Abbreviations

S. No.	Abbreviation	Full Form
1	AI	Artificial Intelligence
2	AICTE	All India Council for Technical Education
3	ANPR	Automatic Number Plate Recognition
4	ATMS	Advanced Traffic Management System
5	BIS	Bureau of Indian Standards
6	BoQ / BOQ	Bill of Quantities
7	CCH	Central Clearing House
8	CERT-In	Indian Computer Emergency Response Team
12	DSRC	Dedicated Short Range Communication
13	ETC	Electronic Toll Collection
14	FAT	Factory Acceptance Test
15	FS	Functional Specification
16	GFR	General Financial Rules
17	GNSS	Global Navigation Satellite System

S. No.	Abbreviation	Full Form
18	GoI	Government of India
19	ICD	Interface Control Document
20	ICT	Information and Communication Technology
21	IHMCL	Indian Highways Management Company Limited
22	IT	Information Technology
23	ITMS	Intelligent Traffic Management System
24	ITS	Intelligent Transportation System
25	LHS & RHS	Left Hand Side (LHS) & Right Hand Side (RHS) of road
27	MeitY	Ministry of Electronics and Information Technology
28	MIS	Management Information System
29	MLFF	Multi Lane Free Flow
30	MoRTH	Ministry of Road Transport and Highways
31	NHAI	National Highways Authority of India
32	NIC	National Informatics Centre
33	NIRF	National Institutional Ranking Framework
34	NPCI	National Payments Corporation of India
35	PG	Procedural Guidelines
36	PMU	Programme Management Unit
37	RBI	Reserve Bank of India
38	RFID	Radio Frequency Identification
39	SAT	Site Acceptance Test
40	SI	System Integrator
41	SLAs	Service Level Agreements
42	STQC	Standardization Testing and Quality Certification

S. No.	Abbreviation	Full Form
44	TMS	Toll Management System
45	TS	Technical Specifications
46	UAT	User Acceptance Test
47	UGC	University Grants Commission
49	VIN	Vehicle Identification Number
50	VLT	Vehicle Location Tracking
51	VRN	Vehicle Registration Number
52	ToR	Terms of Refernce
53	TA	Travel Allowance

----- End of Document -----

13 Appendix-V: RFP for MLFF Tolling Project in India

RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza



RFP No. IHMCL/MLFF-DWE/2025
Date: 26/06/2025

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



NOTICE INVITING RFP

RFP No. IHMCL/MLFF-DWE/2025

Dated: 26/06/2025

- i. Indian Highways Management Company Limited (Hereinafter referred to as “Authority” or “IHMCL”) intends to engage the Acquirer Bank (also referred as “Bank” and “Bidder” in the RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza
- ii. The Project shall be a complete turnkey solution with provision of requisite infrastructure and implementation & skilled resources at location for operation and maintenance. The period of engagement shall be Five (05) years post Go-Live. The bidding firm shall be required to implement the solution within 05 Months from the date of signing of the Contract Agreement.
- iii. The prospective bidders are hereby invited to submit their bids comprising Technical and Financial bids through e-tendering mode only. The bid shall be valid for 120 days w.e.f. bid due date. The bids should be submitted online only on e-tender portal (<https://etenders.gov.in>) of Government of India and in the prescribed formats. No change in the formats and / or other mode of bid submission is permissible.
- iv. Bidder should pay Tender Application Fee (non-refundable) of INR 25,000/- (Rupees Twenty-Five Thousand Only) inclusive of GST through online mode to IHMCL's Bank account as mentioned in the RFP. The bidder shall also upload the online payment receipt.
- v. The Indian Highways Management Company Limited now invites bids from eligible bidders for the following project:

State & NH No.	RFP Ref No.	Name of Work
Delhi & Haryana NH 248BB and NH- 48	IHMCL/MLFF- DWE/2025	RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza

- vi. The complete BID document can be viewed / downloaded from official portal of IHMCL <http://www.ihmcl.co.in> or e-procurement portal <https://etenders.gov.in> from 26/06/2025 to 24/07/2025. Bidder must submit online its technical and financial bid at <https://etenders.gov.in> on or before 24/07/2025 up to 05:00 PM IST. Bids received online shall be opened on 25/07/2025 at 5:30 PM IST
- vii. Bidding through any other mode shall not be entertained. Please note that the Authority reserves the right to accept or reject the bids without assigning any reason whatsoever.

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

Disclaimer

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

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

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

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

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

IHMCL also accepts no liability of any nature, whether resulting from negligence or otherwise, howsoever caused, arising from the reliance of any bidder upon the statements contained in this RFP document. IHMCL may, in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information, assessment, or assumptions contained in this RFP document.

The issue of this RFP document does not imply that IHMCL is bound to select a bidder or to appoint the successful bidder for the Project and IHMCL reserves the right to reject all or any of the bidders or bids without assigning any reason whatsoever. Further, IHMCL reserves the right to cancel the bidding

process, or pursue alternative procurement methods at any stage without incurring any liability to bidders. Bidders agree to indemnify and hold harmless IHMCL, its officers, employees, and agents from any claims, damages, liabilities, or expenses arising out of or related to their participation in the bidding process, submission of proposals, or performance under the contract.

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

DOCUMENT COMPOSITION

This RFP Documents comprise the following parts:

Part-I	Instructions to Bidders
Part-II	Formats for Bid Submission
Part-III	Draft Format of Contract Agreement
Section 1.1	Draft Contract Agreement
Section 1.2	General Conditions of Contract
Schedule A	Details of Site
Schedule B	<ul style="list-style-type: none">• Detailed Scope of Work<ul style="list-style-type: none">○ Design & Development of the MLFF System.○ Operation & Maintenance of MLFF System.• Service Level Agreements (SLA)
Schedule C	<ul style="list-style-type: none">• Functional & Technical Specifications• Indicative Minimum Bill of Quantities (BoQ)

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DEFINITIONS

S.No	Term	Definition
1.	Acquirer Bank	The member bank certified by NPCI as an Acquirer Bank under NETC program.
2.	Applicable Law	Are the laws applicable in India
3.	Authority	Indian Highways Management Company Limited (IHMCL)/National Highway Authority of India (NHAI)
4.	Authorized Representative	Authorised Representative of bidder
5.	CCH	Central Clearing House (Currently managed by NPCI)
6.	Clean Transactions	Clean ETC Transaction shall refer to any toll transaction processed via FASTag and successfully settled through the NETC system of NPCI.
7.	Commencement Date or Effective Date	The date on which the Successful Bidder signs the Contract Agreement.
8.	Communication network	A wired or wireless facility used to send and receive data between the centralized component and the MLFF Component.
9.	Control Centre (CC)	A dedicated control center for monitoring and management of the entire projects' operations and to undertake manual validations to generate e-Notice
10.	Decision support	Reports, Graphs, Dashboard and Alerts, etc. which shall help in supporting decisions for Multi- Lane Free Flow project
11.	Detector	A device that detects a vehicle passing through a gantry system.
12.	Downtime	"Downtime" refers to the period during which MLFF equipment or system is either non-functional or not actively operating to execute its intended tasks effectively, thus failing to meet the operational characteristics outlined in the RFP document due to significant interruptions or failures.
13.	FASTag	Passive RFID tag issued by bank for a specific vehicle for toll collection
14.	Good Industry Practice	"Good Industry Practice" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled

S.No	Term	Definition
		and experienced contractor engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the Contractor in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner.
15.	Issuer Bank	The bank who has issued the FASTag
16.	Lane	A lane is part of a roadway (carriageway) that is designated for use by a single file of vehicles, to control and guide drivers
17.	MLFF	A Multi-Lane Free Flow (MLFF) Tolling System is an advanced electronic toll collection solution designed to accurately identify, classify and charge toll/user fee from vehicles traveling across multiple highway lanes at permissible traffic speeds, generally without requiring vehicles to slow down, stop, or use dedicated toll lanes. MLFF tolling system uses modern technologies such as RFID/ANPR/DSRC/GNSS etc. to facilitate smooth, barrier-free tolling operations across multiple lanes, enabling seamless traffic flow and reducing congestion at toll plazas.
18.	MLFF Components	The components used to implement the MLFF Solution
19.	MoRTH	Ministry of Road Transport and Highways
20.	Network Control Software	Application software that generates, monitors, and manages the transaction for all intersections under the MLFF.
21.	NPCI	National Payments Corporation of India (NPCI), an umbrella organisation for operating retail payments and settlement systems in India, is an initiative of Reserve Bank of India (RBI) and Indian Banks' Association (IBA) under the provisions of the Payment and Settlement Systems Act, 2007
22.	Remittance	“Remittance” refers to the payment due for deposit into the NHAI account, after adjusting for the Revenue Share and any penalties imposed for breaches of the Service Level Agreement (SLA).
23.	Sub-Contractor/ SI	The document uses “Sub-Contractor”, “System Integrator” and “SI” interchangeably. They refer to the Agency engaged by Acquirer Bank for implementation and maintenance of MLFF solution.

S.No	Term	Definition
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25.	Successful Pairing	Transactions that are successfully paired for calculation of applicable user fee.
26.	Toll Monitoring and Control Centre (TMCC)	“ TMCC ” refers to the Toll Monitoring and Control Centre established at IHMCL/NHAI headquarters in New Delhi for monitoring and maintaining the MLFF/ETC equipment health status, as well as the traffic and revenue data of all National Highway fee plazas.
27.	Tollable traffic	Tollable traffic refers to all M & N category vehicles as defined under the Central Motor Vehicle Rules, 1989.
28.	Turnkey	End to End from the initial design and planning to the final implementation and commissioning.
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30.	Uptime	Uptime ” refers to the duration during which an MLFF equipment or system is actively functioning, operating, and ready to execute its intended tasks effectively, meeting the operational characteristics as defined in the RFP document, without encountering significant interruptions or failures.
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32.	Violation	“ Violation ” refers to the passage of any vehicle through the MLFF system without FASTag or with Invalid FASTag, non-functional FASTag such as cases involving blacklisted FASTag, hotlisted FASTag etc. in accordance with the Programme Guidelines (PG) issued by IHMCL/NPCI, as amended from time to time.
33.	Working Days	Working days refer to the days of the week when businesses and organizations operate, and employees are expected to work. Typically,

S.No	Term	Definition
		these days are Monday through Friday, excluding weekends (Saturday and Sunday) and public holidays as per GOI.
34.	Plaza-Specific Discount Pass	The discount passes which are activated on a FASTag and are valid only at a designated User Fee Plaza or a specific pair of plazas (in the case of access-controlled highways). These include Discount Pass issued under sub-rule 2, sub-rule 3 and sub-rule 3(A) of Rule 9 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008, as amended from time to time. These passes are issued at the respective toll plaza by the Bank upon payment of the applicable charges by the FASTag user.
35.	Global Pass	<ul style="list-style-type: none"> i. The pass which are activated on FASTag and are valid across all User Fee Plazas on the National Highway network. These include Exemption Pass issued under Rule 11 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008, as amended from time to time. ii. This also include the (Annual) Pass provisioned under sub-rule 3(B) of Rule 9 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008, as amended from time to time, applicable for non-commercial vehicles. iii. Global Pass are issued centrally by IHMCL, NHAI or Agencies authorized by NHAI/IHMCL, based on eligibility and applicable guidelines.
36.	Toll fee	“Toll fee” mentioned in the RFP shall mean “User Fee” as defined in the NH Fee Rule National Highways Fee (Determination of Rates and Collection) Rules, 2008, as amended from time to time

ABBREVIATIONS

#	Abbreviations	Full Form
1.	ANPR	Automatic Number Plate Recognition
2.	BoQ	Bill of Quantities
3.	CCH	Central Clearing House
4.	CMOS	Complementary Metal Oxide Semiconductor
5.	DSRC	Dedicated Short Range Communication
6.	FAT	Factory Acceptance Test
7.	FS	Functional Specification
8.	GoI	Govt. of India
9.	GNSS	Global Navigation Satellite System
10.	IHMCL	Indian Highways Management Company Limited
11.	ITMS	Intelligent Traffic Management System
12.	ITS	Intelligent Transportation System
13.	MLFF	Multi Lane Free Flow
14.	MoRTH	Ministry of Road Transport and Highways
15.	NHAI	National Highways Authority of India
16.	NPCI	National Payment Corporation of India
17.	PG	Procedural Guidelines
18.	RBI	Reserve Bank of India
19.	RFID	Radio Frequency Identification
20.	SAT	Site Acceptance Test
21.	SI	System Integrator
22.	STQC	Standardization Testing and Quality Certification

#	Abbreviations	Full Form
23.	TS	Technical Specifications
24.	UAT	User Acceptance Test
25.	VRN	Vehicle Registration Number
26.	VIN	Vehicle Identification Number (Chassis Number of the Vehicle)
27.	LHS & RHS	Left Hand Side(LHS) & Right Hand Side(RHS) road

PART - I

INTRODUCTION

1. INTRODUCTION

1.1. BACKGROUND

- a) Indian Highways Management Company Limited (Hereinafter referred to as “Authority” or “IHMCL”) intends to engage Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza.
- b) The Project shall include implementation of a comprehensive Integrated MLFF based tolling system and its Operation and Maintenance at Bijwasan and Panchgaon Fee Plaza.

Brief particulars of the Project are as follows:

State & NH No.	RFP Ref No.	Name of Assignment	Type of Tolling	EMD	Implementation Period	Period
Delhi & Haryana NH 248BB and NH- 48	IHMCL/MLFF-DWE/2025	RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza	Point Based Tolling (Point-based)	INR 30 Lakh	05 Months	05 Months (Design, Development and Implementation period) and 60 Months as O&M period (After successful completion/commissioning of the MLFF based tolling System)

- c) The Successful Bidder shall be responsible for Implementation of Integrated Multi Lane Free Flow (MLFF) based Tolling System at Bijwasan and Panchgaon Fee Plaza in accordance with the provisions of a contract (the “Contract”) to be entered into between the Bank and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.
- d) The Agreement sets forth the detailed terms and conditions for award of the project to the Bank, including the scope of the Bank’s services and obligations enclosed as part of this document.
- e) The Authority shall receive bids pursuant to this RFP in accordance with the terms set forth in this RFP, and all bids shall be prepared and submitted in accordance with such terms on or before the bid due date specified in Clause-1.2 for submission of bids (the “BID Due Date”).

1.2. KEY DATES

#	EVENT(S)	DATE (Unless otherwise notified separately)
1.	Invitation of RFP (NIT)	26/06/2025
2.	Last date of receiving queries	06/07/2025 Upto 05:00 PM IST
3.	Pre-Bid meeting at specified venue	07/07/2025 at 11:00 AM IST
4.	Last date/ time for online submission of bids (i.e., Bid due date)	24/07/2025 Upto 05:00 PM IST
4.	Opening of <i>Technical bids</i>	25/07/2025 at 05:30 PM IST
5.	Opening of Financial bids	To be intimated to shortlisted/ technically qualified bidders separately.
6.	Validity of Bids	120 Days

2. GENERAL TERMS OF BIDDING

2.1. TENDER FEE

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

Details of designated bank account are as under:

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

2.2. BID SECURITY

- a) The bidder shall furnish as part of its Bid, a Bid Security amounting to Rs 30,00,000/- (Rs Thirty Lakhs Only). The Bid Security shall be in the form of Bank Guarantee (in format mentioned in this RFP) in favor of Indian Highways Management Company Limited, New Delhi from any of the following banks: -
 - i. State Bank of India or its subsidiaries,
 - ii. Any Indian Nationalised Bank
 - iii. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 Cr as per the latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be considered.
- b) Any bid not accompanied by a Bid Security and Tender Application Fee in the prescribed manner shall be summarily rejected.
- c) The Bid Security of the Successful bidder shall be retained till it has provided Performance Security under the Contract Agreement.
- d) The Bid Security of the unsuccessful bidders will be returned after signing of the Contract Agreement with Successful bidder.
- e) The EMD can also be submitted in the form of NEFT/ RTGS in the IHMCL bank account details provided in RFP Clause 2.1.

2.3. INVOCATION OF BID SECURITY

- a) The Bid Security shall be forfeited by IHMCL as damages payable to IHMCL for, *inter-alia*, time, cost and effort of IHMCL without prejudice to any other right or remedy that may be available to IHMCL under the provisions in the RFP and/or under the Contract Agreement, or otherwise, under the following circumstances:
- i. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; or
 - ii. If the Bid is withdrawn during the intervening period between the bid due date and the expiration of the Bid Validity; or
 - iii. If the bidder tries to influence the evaluation process; or
 - iv. If a Bidder having been notified Successful Bidder by IHMCL with the issuance of Letter of Award (LOA) during the bid validity period:
 - a) Fails or refuses to furnish the Performance Security, in accordance with the conditions of RFP; or
 - b) Fails or refuses to execute/sign the Contract within the stipulated time frame.
- b) No Bidder shall submit more than one Bid for the Project. **JV/Consortium are not allowed to bid.**
- c) Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- d) The Bidding documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- e) Notwithstanding anything to the contrary contained herein, if the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it may ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years, preceding its latest financial year. For the avoidance of doubt, the financial year shall, for the purposes of this Bid hereunder, mean the accounting year followed by the Bidder during its normal business.

3. ELIGIBILITY AND PRE-QUALIFICATION CRITERIA

3.1. PRE-QUALIFICATION CRITERIA

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

Sl no.	Eligibility Conditions/Conditions	Supporting Documents to be provided
PQ 1 –Entity	<p>A) The bidder must be either</p> <ol style="list-style-type: none"> A Scheduled Bank in the list of Agency Banks as notified by RBI as on Bid due date. <p>OR,</p> <ol style="list-style-type: none"> A Payments Bank as notified by RBI as on Bid due date. <p>B) The Bidder shall submit an undertaking confirming that, in the event of award of Contract, it will obtain Acquirer Bank certification under the FASTag NETC Programme from NPCI within 90 days from the date of issuance of Letter of Award (LOA).</p> <p>If the Bidder is already a certified Acquirer Bank under the FASTag NETC Programme, it shall submit a copy of the valid Acquirer Bank Certification or letter issued by NPCI along with its Bid. The certification should be valid as on the bid due date.</p> <p>Failure to submit the valid acquirer bank certification from NPCI within the stipulated timeframe shall constitute a material breach of the Contract Agreement .</p>	<p>For Bidder</p> <ol style="list-style-type: none"> Valid document supporting for Agency Banks or Payments Bank as issued by RBI. Undertaking on Acquirer Bank certification signed by Authorized Signatory of the Bidder on its letterhead as per Format provided at Form T-4 of the RFP. <p>OR,</p> <p>Copy of valid certification by NPCI or any supporting document issued by NPCI.</p> <ol style="list-style-type: none"> Power of Attorney as per Form T-3 of the RFP.
PQ- 2 – Eligibility of Sub-	<p>The bidder shall get the MLFF system work done through a reputed Sub-Contractor (hereinafter also referred to as System Integrator, or</p>	<p>For Bidder & Sub-Contractor</p> <ol style="list-style-type: none"> MOU Agreement signed between Bidder and Sub-Contractor (SI) specifying roles and

SI no.	Eligibility Conditions/Conditions	Supporting Documents to be provided
Contractor (SI)	<p>SI), subject to the following conditions:</p> <ol style="list-style-type: none"> The Sub-Contractor should be incorporated in India under the Companies Act, 1956/2013 or the Limited Liability Partnerships Act, 2008 or any equivalent foreign act. If the Sub-Contractor/SI is any entity from a country which shares a land border with India, it will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the entity is registered with the Competent Authority. The Bidder shall ensure that the Sub-Contractor/SI engaged by them is under an exclusive MOU with the acquirer bank and is not associated as Sub-Contractor/SI with any other Bidder participating in the same tender. For avoidance of doubt, if two or more bids is received having same Sub-Contractor/SI, all such bids shall be treated as non-responsive. In case the Sub-Contractor is a firm incorporated abroad, it may associate with firm(s) incorporated in India for assistance in implementation, operations and other allied works required for MLFF Tolling. 	<p>responsibilities of both parties to be included along with technical bid as per format provided in Form T-10.</p> <p>For Sub-Contractor/SI</p> <ol style="list-style-type: none"> Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013 or any equivalent foreign act, or as applicable. Power of Attorney/Letter of Authorization as per Form T-3 of the RFP.

SI no.	Eligibility Conditions/Conditions	Supporting Documents to be provided
	<p>Note:</p> <p>The Sub-Contractor shall only help the Bidder in successful discharge of its obligations under the Contract. For avoidance of doubt, the Bidder shall be sole responsible for all the deliverables, SLAs, obligations and performance under the Contract.</p>	
PQ-3 - Undertaking for non-blacklisting	<p>The <u>bidder and Sub-Contractor</u> (SI) should not be blacklisted or debarred by any government department/ agency/PSU for material non-performance or contractual non-compliance in India or abroad as on bid due date.</p>	<p>For Bidder and MLFF Sub-Contractor /SI</p> <p>a) Undertaking signed by Authorized Signatory of the Bidder on its letterhead.</p> <p>b) Undertaking signed by Authorized Signatory of the Sub-contractor on its letterhead.</p>

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

3.1.1. ELIGIBLE ORIGINAL EQUIPMENT MANUFACTURER (OEM) CRITERIA

- For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- Bidders must comply with the Office Memorandum no. F. No. NH-35014/20/2020-H, Government of India, Ministry of Road Transport & Highways dated 04.08.2020, regarding Department of Expenditure (DoE), Ministry of Finance, Govt. of India O.M. No. 6/18/2019-PPD dated 23.07.2020, vide which Rule 144 of the general Financial Rules 2017 entitled “Fundamental principles of public buying” has been amended by inserting sub-rule 144 (xi) in the General Financial Rules (GFRs), 2017. As per the new rule “Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. The Bidder shall furnish the registration status of the supplier with Competent Authority (for the items / goods proposed to be procured from any country which shares a land border with India).

- c) OEM should not be rebranding & reselling products in India through importing/ trading from a country that shares a Land Border with India.
- d) Source code of the Software and Firmware being supplied for all the relevant equipment being supplied against this bid does not reside in any Country that shared a Land Border with India.
- e) OEM for each product or technology quoted should be in the business of that product or solution or technology for at least 3 years as on the date of release of the RFP.
- f) OEM for all active components should give a declaration that products or technology quoted are neither end of- sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project.
- g) Bidder's proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs in India or abroad as on bid submission date.
- h) Each of the proposed OEM should have capability and infrastructure to provide 24x7x365 technical support in India.
- i) OEM of all equipments should be compliant as per provisions given in Schedule-C.
- j) All CCTV Cameras OEMs proposed under this project must fully comply with all applicable regulatory guidelines, standards, and certifications as prescribed by the Government of India. Documentary evidence of such compliance must be submitted prior to commencement of System Acceptance Testing (SAT). Failure to comply with this requirement shall constitute a material breach of the Contract, entitling the Purchaser to take appropriate remedial action, including but not limited to replacement of non-compliant cameras, termination of the Contract and forfeiture of performance security.

3.2. CONFLICT OF INTEREST

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

1. A constituent ¹ of Bidder is also a constituent of another Bidder; or
 2. Such Bidder, its member or its associate receives or has received any direct or indirect subsidy or grant from any other Bidder, its member, or its Associate; or
 3. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 4. Such Bidder, its member or its associates has a relationship with another Bidder, its member or its associates, directly or through common third parties, that puts them in a position to have access to each other's information about the bids, or if they share or access each other's information regarding the bids or to influence the bid of either or each of the other Bidder; or
 5. There is a conflict among this, and other assignments of the Bidder (including its member, associates, personnel, agents and subordinates) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders or Key Managerial Personnel; or
 6. While providing services to IHMCL for this assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 7. A company/firm that has been engaged by the Authority to provide goods and/or works, and/or services for a project, and its associates, will be disqualified from providing consulting services for the same project and/or associated services. or
- d) Bidders should be deemed to be in a conflict-of-interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Bidders should avoid both actual and perceived conflict of interest; or
- e) The normal way to identify conflicts of interest is through self-declaration by the Bidder. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of IHMCL. All conflicts must be declared as and when the Bidder becomes aware of them.

¹ For this clause the word "*constituent*" shall include Promoter, Director, Shareholder, Partner, Agent, representative etc.

4. DISCLAIMER AND CLARIFICATION REGARDING RFP DOCUMENT

4.1. SITE VISIT

- a) Before the pre-bid meeting date, bidders are strongly advised and encouraged to conduct site visits, including visits to the toll plaza/location(s), to assess the existing situation and gather information relevant to their bid proposal. The Authority strongly advises and encourages bidders to address any questions they may have about the site conditions through a pre-bid inquiry. Failing which, it shall be deemed that the bidder has fully satisfied itself about the site conditions as outlined in the Contract Agreement.
- b) The bidder shall not hold the Authority responsible or liable for any inconsistencies, inaccuracies, mismatches, or errors that may arise between the Contract Agreement and the actual site conditions.
- c) Bidders must adhere to all safety and security protocols during site visits. The Authority reserves the right to limit or restrict access to certain areas of the site, or to impose conditions on site visits as deemed necessary for safety, security, or operational reasons.
- d) The Authority makes no representations or warranties regarding the accuracy, completeness, or suitability of the information gathered by bidders during site visits, and bidders undertake their own risk assessment and due diligence based on such information.
- e) Bidders agree that their proposals are based on their independent analysis and expertise, and they shall not hold the Authority liable for any discrepancies, omissions, or inaccuracies in the information gathered by the bidders during site visits.
- f) Bidders agree to indemnify and hold harmless the Authority, its officers, employees, and agents against any claims, damages, liabilities, or expenses that may arise because of or in connection with their site visit activities.

4.2. PRE-BID MEETING

- a) A prospective Bidder requiring any clarification regarding the RFP may notify IHMCL in writing or e-mail at IHMCL's address indicated in the invitation to Bid. IHMCL will respond to any request for clarification which is received before the pre-bid meeting.
- b) The Bidder or his authorized representative is invited to attend a pre-bid meeting which will take Place at IHMCL, G - 5 & 6, Sector-10, Dwarka, New Delhi-110075, as mentioned in the RFP as "KEY DATES" in Part-I Instructions to Bidders of the RFP.
- c) The Bidder who is interested in attaining the pre-bid meeting should confirm IHMCL about the participation (maximum three authorised persons) one day prior to the schedule. The confirmation can be sent to tenders@ihmcl.com.
- d) The purpose of the meeting will be to clarify issues and to answer questions on any matter pertaining to this RFP document.
- e) All Bidders are requested to go through the RFP document carefully and submit any queries/ clarifications addressed to the COO, IHMCL in the format prescribed in Part III. If

no query is raised, then it shall be assumed that such a Bidder has fully satisfied itself regarding the sufficiency of information contained in the RFP. The Bidder is requested to submit any questions / queries in writing or by email in editable format to tenders@ihmcl.com to reach at IHMCL well before the scheduled meeting.

- f) Clarifications to the queries will be hosted on IHMCL's website/ e-tender portal only.
- g) Any modification in the RFP document which may become necessary because of the deliberations in the pre-Bid meeting shall be made by IHMCL separately through issue of an Addendum/ Amendment and the same will be hosted on IHMCL's website/ e-tender portal.

5. ACCESSING BID DOCUMENTS, PREPARATION AND SUBMISSION OF BID

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

5.1. PREPARATION & SUBMISSION OF BIDS

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

5.2. BID VALIDITY

The bid should remain **valid for a period of 120 calendar days from the bid due date**. IHMCL will make its best efforts to complete the evaluation process and work award within the bid validity period. Under exceptional circumstances, prior to the expiration of the bid validity, IHMCL may request bidder to extend the bid validity for a specified additional

period. Such request by IHMCL and replies / responses from bidders shall be in writing. The bidder(s) not agreeing to such an extension will be allowed to withdraw their bids without invocation of their bid securing declaration.

5.3. BID COMPOSITION

The Bid shall comprise the following:

(A) PART 1: Technical Bid

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

- a) Tender Fee (proof of deposition in given account number)
- b) Bid Security (Scan copy of Bank Guarantee).
- c) Scanned copy of Power of Attorney of bidder and Sub-Contractor in prescribed format.
- d) Technical Bid comprising of various formats prescribed in RFP (T1 to T14 as applicable).
- e) Stipulated documentary evidence attested by the authorized signatory in support of their claim for fulfilling the prescribed eligibility criteria and an undertaking on the bidder's letter heads to the fairness of these documents in support of their claim while submitting the Bids.
- f) Undertaking that the bidder and sub-contractor should not have been blacklisted or debarred by any government department/ agency/PSU for material non-performance or contractual non-compliance in India or abroad as on bid due date.
- g) Self-declaration concerning any 'Conflict of Interest' prescribed under Para -3.2 of eligibility criteria.
- h) All credentials of sub-contractor (SI) as per PQ criteria **countersigned by bidder** shall be part of technical bid.
- i) Other documents:
 - a. Valid Certificate from NPCI for acquiring services or Undertaking as per format T4.
 - b. MoU between Acquirer Bank and Sub-Contractor.
 - c. Copy of Certificate of Incorporation of Company or LLP.
 - d. Signed copy of Integrity Pact in the prescribed format; and

Any other document providing additional information in respect of technical / financial strength as well as technical experience etc.
- j) Technical Proposal
 - a. The Bidder shall describe the proposed works in sufficient detail in his Technical Proposal as per format given in T-6 to enable the IHMCL to evaluate the technical adequacy of the proposed system. Authority may ask clarification, and if not found satisfactory response, the technical bid shall be declared non-responsive.
 - b. Detailed Project Plan
 - c. Risk and mitigation Plan

(B) PART 2: Financial Bid

(In the prescribed format on E-Tender portal)

- a) Financial bid shall be submitted online on e-tender portal on the prescribed format which may be downloaded well before the bid due date from e-tender portal.
- b) The bid must encompass all costs/charges/expenditure payable in complete adherence/conformity/compliance to the Scope of Work, including all necessary works, ancillary or incidental in nature, regardless of whether they are explicitly stated or not, as well as other terms indicated in the RFP document. No additional/further payments shall be made in this regard.
- c) The bid should include all statutory taxes/ levies / surcharge on tax etc., as applicable. Prices quoted by the bidder shall be inclusive of Taxes/GST, as applicable.
- d) Bidder should note that Income tax payable by the Bidder is not reimbursable by IHMCL.

5.4. COST OF BIDDING

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

5.5. LANGUAGE OF THE BIDS

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

5.6. MODIFICATION /SUBSTITUTION/ WITHDRAWAL OF BIDS

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

5.7. OPENING & EVALUATION OF BIDS

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

6. BID EVALUATION CRITERIA AND SELECTION PROCEDURE

6.1. EVALUATION PROCESS

1. The bids shall be opened online by the Evaluation Committee on the date and time prescribed. Prior to evaluation of the bids, IHMCL shall determine as to whether each bid is responsive to the requirements of this RFP document. A bid will be declared non-responsive in case:
 - a) If a bidder does not fulfil pre-qualification criteria mentioned in the RFP including the pre-qualification criteria of sub-contractor (SI).
 - b) If a bidder submits more than one bid against this RFP.
 - c) Bid is submitted without Tender Fee.
 - d) Bid is submitted without Bid Security.
 - e) If the Authorized Signatory holding Power of Attorney (POA)/Letter of Authorization or the person executing/delegating such POA/ Letter of Authorization

and Digital Signatory for uploading the bid on e-tender portal are not the same.

- f) If a bidder submits a conditional bid or makes changes in the terms and conditions given in this RFP document.
 - g) Failure to comply with all the requirements of RFP document by a bidder.
 - h) If the bid is not submitted in the formats prescribed in the RFP document.
 - i) If any requisite document/certificate is not in the prescribed format the same shall not be considered while evaluating the bids and the same may lead to bid being declared as non-responsive.
 - j) A bid valid for a period shorter than prescribed in the RFP document.
 - k) No commercial information shall be part of the technical proposal.
 - l) If two or more bids are received having same Sub-Contractor, all such bids shall be treated as non-responsive.
2. A two-stage procedure shall be adopted for evaluation of the bids. The stages of bid evaluation are mentioned as below:
- (i) First Stage: Pre-Qualification/ Eligibility Stage:**
- a) The Evaluation Committee shall carry out initial screening of technical bids by examining the statement of qualification, furnished by the Bidder in support of their fulfilment of eligibility against the criteria prescribed in this RFP.
 - b) The Evaluation Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information must be supplied within the set-out time frame as provided by the Evaluation Committee; otherwise, Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the bidders and the proposal is liable to be rejected. Seeking clarification cannot be treated as acceptance of the proposal. For verification of information submitted by the bidders, the committee may visit the bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples, and reference information as desired by the Committee. The bidders shall also assist the committee in obtaining relevant information from their references.
- The bidder shall have to submit all the required documents as per the various formats provided in the Appendices. These documents will be scrutinized in this phase of evaluation. Those bidders who do not fulfil the terms and conditions of Eligibility Criteria as specified in this tender will not be eligible for further evaluation i.e. Second Stage: Financial Bid Evaluation.
- c) 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.

(ii) Second Stage: Financial Bid Evaluation

- a) The Financial Bids of technically qualified bidders as declared in First Stage will be opened on the prescribed date on e-tender portal.
- b) The Financial Bid Evaluation will be based on the lowest revenue share demanded by the bidder in the Financial Bid Form F-1.
- c) If two bidders have the same bid financial transaction percentage value (upto 2 values of decimal places as per Arithmetic Convention defined in clause-1.2.4 of General Conditions of Contract), preference may be given to the bidder who is providing Acquiring Services at more number of NH fee plazas as on bid due date.
- d) At any point of tender process, IHMCL reserves the right to cancel the bid, without providing any reasons thereof.

6.2. DELETED.

6.3. SELECTION AND AWARD CRITERIA

- a) IHMCL will award the Contract to the bidder whose bid has been determined to be responsive as per criteria defined above and who has quoted the lowest revenue share in the Financial Bid form F-1. The bidder who has quoted second Lowest revenue share shall be kept in reserve and may be invited to match the bid submitted by the lowest revenue share bidder in case such lowest revenue share bidder withdraws or is not awarded the contract for any reason. If the second Lowest revenue share bidder does not match the bid of the lowest bidder, the Authority may, on its discretion, annul the bid and invite fresh bids.
- b) The Successful bidder shall be intimated by IHMCL through a Letter of Award (LoA). Upon issue of the LoA the successful bidder shall be required to furnish the Letter of Acceptance and Performance Security and other guarantees as prescribed in the RFP document. IHMCL shall have the right to get bank guarantees verified from the respective issuing bank. Upon receipt of verification, the successful bidder shall be invited to sign the contract with IHMCL. The format of Contract Agreement is prescribed in the RFP Document.
- c) IHMCL reserves the right to reject any bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by IHMCL in respect of such bids.

6.4. WARRANTY AND GUARANTEE

- a) Successful bidder shall be fully responsible for the warranty of all items throughout Contract duration which shall be deployed by them. Successful bidder shall ensure to repair/replace all faults of equipment/Sub-equipment/consumables to meet the SLA parameters.
- b) Bidder is solely responsible for functioning and maintenance of MLFF System

equipment/components provided by bidder should have five years of warranty.

6.5. PERFORMANCE SECURITY

- a) The Successful bidder shall furnish a Performance Security totaling Rs. 15,00,00,000/- (Rupees Fifteen Crore Only) for a period of 6 years from the Date of LOA in following instruments:
 - (i) a crossed account payee demand draft/pay order amounting to Rs. 7,50,00,000/- (Rupees Seven Crore Fifty Lakh Only) (an amount equal to 50% of the total PBG value) and
 - (ii) a bank guarantee amounting to Rs. 7,50,00,000/- (Rupees Seven Crore Fifty Lakh Only) (an amount equal to 50% of the total PBG value) as per the format prescribed by IHMCL for a period of 6 years from the Date of LOA
- b) The Bidder shall have the liberty to submit a crossed account payee demand draft/pay order issued by a Scheduled Bank in India in lieu of the bank guarantee.
- c) The Bidder shall be required to furnish additional Performance Security equivalent to 50% of the amount specified under Clause 6.5(a) for every 50% increase in toll revenue, as compared to the revenue collected during the first full financial year of operations.

Illustration:

Assume the Performance Security specified under Clause 6.5(a) is ₹1 crore.

- a. The toll revenue collected during the **first full financial year of operations (say, FY 2025–26)** is ₹10 crore.
- b. In the **third financial year (FY 2027–28)**, the toll revenue increases to ₹15 crore, representing a **50% increase** over the base year (₹10 crore). Accordingly, the Bidder shall be required to furnish **additional Performance Security of ₹0.5 crore** (i.e., 50% of ₹1 crore).
- c. If the toll revenue further increases to ₹20 crore in **FY 2030-31** (i.e., a 100% increase over the base year), the total additional Performance Security required would be ₹1 crore.

The additional Performance Security shall be calculated in increments of 50% increase in toll revenue over the first full financial year of operations.

- d) In case the contract is extended, the bidder shall extend the validity of PBG appropriately such that it remains valid until one year beyond completion of the contract.
- e) The PBG from the following scheduled banks shall only be accepted:
 - i. State Bank of India or its subsidiaries.
 - ii. Any Indian Nationalized Bank.
 - iii. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 Crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (issued by the branch of India) the net worth in respect of the Indian operations shall only be considered.

6.6. MISCELLANEOUS

1. Resolution of Disputes

- a) Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to the Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure.
- b) The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of the Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.
- c) **Mediation:** In the event of any Dispute between the Parties, either Party may call upon the Chairman in case of IHMCL or his nominee and the Managing Director/ /CEO/Director in case of the Service Provider to mediate in arriving at an amicable settlement thereof. If after expiry of 30 days of receipt of the documents in relation to the Dispute or such extended period as the Parties may agree in writing, the Dispute remains unresolved, the Parties shall attempt to resolve the dispute through conciliation and/or Arbitration under the Arbitration and Conciliation Act, 1996.
- d) **Conciliation:** The Parties shall attempt to select one of the experts from the list of empaneled arbitrators of the Society for Affordable Redressal of Disputes ("SAROD") as the Conciliator to mediate and assist the Parties in arriving at an amicable settlement thereof. If the Parties fail to agree on nominating a conciliator within 15 (fifteen) days or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 60 (sixty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration.
- e) **Arbitration**
 - a. Any Dispute which is not resolved amicably by conciliation, shall be finally settled by arbitration as set forth below:
 - b. The Dispute shall be referred to Society For Affordable Redressal of Disputes (SAROD). The dispute shall be dealt with in terms of Rules of SAROD. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time.
 - c. The seat of Arbitration shall be New Delhi and the language for all documents and communications between the parties shall be English.
 - d. The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be borne by each party itself.
 - e. The arbitrators shall make a reasoned award (the "Award").
 - f. The Service Provider and IHMCL agree that an Award may be enforced against the Service Provider and/or IHMCL and their respective assets wherever situated.

- g. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending any proceedings hereunder. Further, the Parties unconditionally acknowledge and agree that notwithstanding any Dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute.
2. The bidding process shall be governed by, and construed in accordance with, the laws of India and courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the bidding process.
 3. IHMCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, too.
 - (i) Suspend and/or cancel the bidding process and/or amend and/or supplement the bidding Process or modify the dates or other terms and conditions relating there to.
 - (ii) Consult with any bidder to receive clarification or further information.
 - (iii) Retain any information and/ or evidence submitted to IHMCL by, on behalf of, and/ or in relation to any bidder; and/or.
 - (iv) Independently verify, disqualify, reject and/ or accept all submissions or other information and/or evidence submitted by or on behalf of any bidder.
 4. IHMCL is not bound to reply/ respond to any representation/ letter or request for Change in Scope of work, eligibility criteria or any relaxation in respect of the tender conditions.
 5. It shall be deemed that by submitting the Bid, the bidder agrees and releases IHMCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the bidding process and waives, to the fullest extent permitted by Applicable Law, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
 6. Verification and Dis-qualification: IHMCL reserves the right to verify all statements, information, and documents submitted by the bidder in response to this RFP, and the bidders shall, when so required by IHMCL, make available all such information, evidence, and documents as may be necessary for such verification. Any such verification or lack of such verification, by IHMCL shall not relieve the bidders of its obligations or liabilities hereunder, nor will it affect any rights of IHMCL thereunder.
 7. IHMCL reserves the right to reject any Bid and/ or declare it non-responsive, if:
 - i. At any time, a material misrepresentation is made or uncovered, or
 - ii. The bidder does not provide, within the time specified by IHMCL, the supplemental information sought by IHMCL for evaluation of the Bid.
 8. Such misrepresentation/ improper response shall lead to the disqualification of the bidder. If such disqualification/ rejection occurs after the bids have been opened and the lowest bidder gets disqualified/ rejected, then IHMCL reserves the right to take any such measure

as may be deemed fit in the sole discretion of IHMCL, including annulment of the Bidding process.

6.7. AMENDMENT TO RFP

- a) Any modification in the RFP document shall be made by IHMCL separately through issue of an Addendum/ Amendment.
- b) At any time prior to the bid due date, IHMCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the conditions specified in the RFP document by an amendment. Any amendment/ addendum thus issued shall be part of the RFP document and shall be communicated by hosting the same on IHMCL website only and should be taken into consideration by the prospective bidders while preparing their bids.
- c) To give prospective bidders reasonable time to take the amendment into accounting preparing their bid, IHMCL may, at its discretion, extend the bid due date.
- d) The bidder must read all the instructions in the RFP and abide by the same accordingly.

6.8. INDEMNITY

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

6.9. PROPRIETARY DATA

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

6.10. CORRUPT OR FRAUDULENT PRACTICES

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

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 1. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.
 2. "Fraudulent Practice" means a misrepresentation of facts to influence a procurement process or the execution of a contract to the detriment of IHMCL and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificially non-competitive levels and to deprive IHMCL of the

benefits of free and open competition.


3. "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process.
 4. "Undesirable Practice" means (i) Establishing contact with any person connected with or employed or engaged by IHMCL with the objective of canvassing, lobbying or in any manner influencing, or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and
 5. "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.
- b. IHMCL will reject a bid if it determines that the bidder has engaged in Corrupt Practice or Fraudulent Practice or Coercive Practice or Undesirable Practice or Restrictive Practice in competing for the Contract in question.
- c. IHMCL will blacklist/ declare a bidder ineligible, either indefinitely or for a stated period, to be awarded any contract by IHMCL if it at any time determines that the bidder has engaged in Corrupt Practice/ Fraudulent Practice/Coercive Practice/Undesirable Practice/Restrictive Practice in competing for or in executing IHMCL Contract.

6.11. INTEGRITY PACT

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

a) Appendix-I

Appendix -1 attached below.


	भारतीय राष्ट्रीय राजमार्ग प्राधिकरण (सड़क परिवहन और राजमार्ग विभाग) National Highways Authority of India (Ministry of Road Transport and Highways) जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075 G-5 & 6, Sector-10, Dwarka, New Delhi-110075	दुर्भाष (Phone: 91-11-25074100/25074200) फैक्स (Fax: 91-11-25083507 / 25083514)
No.13039/8/2008-Vig.		Dated : 28 th January, 2013
<u>Office Memorandum</u>		
<u>Subj: Adoption of Integrity Pact (IP) for NHAI Projects-reg.</u>		
<p>In suppression of OM No. NHAI/CMC/IP/IEM/2011-12 dated 13.08.2012 and OM of NHAI/CMC/IP/IEM/2011-12 dated 14.08.2012, it has been decided to implement the concept of Integrity Pact in NHAI projects. The Integrity Pact (IP) envisages an agreement between the prospective bidder and the buyers committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The IP also envisages empanelment of Independent External Monitors (IEM). The IEM may review independently and objectively whether and to what extent parties have complied with their obligations under the pact.</p>		
<p>2. NHAI is going to appoint IEM shortly for implementation of the IP in NHAI. MoRT&H vide its letter no. C-13039/8/2009-Vig. dated 18.11.2011 has approved applicability of adoption of IP in NHAI works as mentioned below:</p>		
<p>(i) Civil Works above Rs.100.00 crore (ii) Services such as consultancy, engineering etc. above Rs.5.00 crore</p>		
<p>3. In this connection, all the officers of NHAI are hereby requested to implement and follow the concept of IP and adopt the same in all future projects of NHAI as scrupulously in works included in para.2 above as per Model Agreements (copy enclosed) for each category. This Model Agreement would be provided to the bidders at NIT/ Pre-bid /Technical bid stage, whichever applicable, with instruction to submit the same after signing it. Contractor/ concessionaire / consultant / bidder would be required to submit this duly signed agreement (signed by the same signatory competent/authorized to sign the relevant contract agreement) along with their Technical Bid/Tender Documents. The representative authorized to sign contract agreement, on behalf of NHAI, would sign the same while signing the contract so that this may be made a part of the contract document and binding for both the parties signing the contract.</p>		
<p>4. It is clarified that IP should cover all phases of the contract, i.e. from the stage of Notice Inviting Tender (NIT) / pre-bid stage till the conclusion of the contract, i.e. the final payment or the duration of warranty / guarantee / defect liability / concession period, whichever applicable. The IEM would be, invariably, cited in the NIT. Further, information relating to tender in progress and under finalization would need to be shared with IEM on monthly basis.</p>		
(Sd/-)		contd.2.

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

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

This issues with the approval of Chairman, NHAI.

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


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

To

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

Copy for information to:

1. PS to Chairman
2. All PS to Members

b) INTEGRITY PACT FORMAT

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

RFP No. IHMCL/MLFF-DWE/2025 dated 13/05/2025

This Integrity Pact is made at _____ on this _____ day of ____202___.
between

Indian Highways Management Company Limited (IHMCL), incorporated under Companies Act 1956, having its office at G-5 & 6, Sector – 10, Dwarka, New Delhi, hereinafter referred to as **“The Principal”**, which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.

And

_____, hereinafter referred to as **“The Bidder”** and which expression shall unless repugnant to the meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedure's contract/s for The principal values full Compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Bidder(s).

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

Article 1- Commitments of the Principal

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

additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

Article 2- Commitments of the Bidder(s)

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

- (a) The bidder(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The bidder(s) will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The bidder(s) will not commit any offence under the relevant IPC/ PC Act and other Statutory Acts; further the bidder(s)/ Contractor(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The bidder(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- (e) The bidder(s) will, when presenting his bid, disclose all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- (f) The bidder(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The bidder(s) will not bring any outside influence through any Govt. bodies/ quarters

directly or indirectly on the bidding process in furtherance of his bid.

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

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

Article 4- Compensation for Damages

- a) If the Principal has disqualified the bidder(s) from the tender process prior to the award according to Article 3, the principal shall be entitled to invoke the bid securing declaration apart from any other legal right that may have accrued to the principal.
- b) In addition to 1 above, the principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract. In such case, the principal shall be entitled to forfeit the Performance Bank Guarantee of the bidder and/or demand and recover liquidated and all damages as per the provisions of the Contract Agreement

against Termination.

Article 5 - Previous Transgressions

- a) The bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti-corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
- b) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article 6 - Equal treatment of all Bids(s)

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

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

Article 7 - Criminal charges against violating Bidder (s)

If the Principal obtains knowledge of conduct of a Bidder or Sub-contractor (SI), or of an employee or a representative or an associate of a Bidder or Sub-contractor (SI), which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

Article 8 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Bidder 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other *unsuccessful* Bidders 6 months after the Contract has been awarded.

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

Article 9 - Other Provisions

- a) This Pact is subject to Indian Law Place of performance and jurisdiction is the Registered Office of the Principal i.e., New Delhi.
- b) Changes and supplements as well as termination notices need to be made in writing.

- c) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- d) Any disputes/ differences arising between the parties about term of this Pact, any action taken by the principal in accordance with this Pact or any relation thereof shall not be subject to any Arbitration.
- e) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

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

[For & On behalf of the (Principal)]

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

(Office Seal)

Place:.....

Date: _____

Witness 1:

(Name & Address) _____

Witness 2: _____

(Name & Address) _____

PART-II

FORMAT FOR BID SUBMISSION

Form T-1 Technical Bid Covering Letter

(To be prepared on letterhead of the Bidder)

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

Sub.: RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow
(MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza

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

Dear Sir,

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

Date.

- ii. I/We have not been blacklisted/ *declared ineligible* by IHMCL or National Highways Authority of India (NHAI) or Ministry of Road Transport & Highways, Government of India or any other agency as on Bid Due date. I/We also confirm that I/We have not been *declared as non-performing or debarred* by IHMCL or NHAI or Ministry of Road Transport & Highways, Government of India as on bid due date.
 - iii. I/We *haven't been blacklisted* by a Central/ State Government Institution/ Public Sector Undertaking/ Autonomous body and there has been *no litigation* with any Government Department/ PSU/ Autonomous body on account of similar services as on Bid Due Date.
 - iv. I/We have *not* directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Contract Agreement, in respect of any tender or request for proposal issued by or any Contract entered into with IHMCL or any other public sector enterprise or any government, Central or State; and I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP.
8. In the event of my / our bid being declared as successful bid, I/we agree to enter into a Contract Agreement in accordance with the format of the Contract Agreement. I/We agree not to seek any change in the aforesaid format of the Contract Agreement and agree to abide by the same.
9. I/We certify that:
- i. I/We have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the subject work or which relates to a grave offence that outrages the moral sense of the community.
 - ii. Neither the bidder nor any of its directors are the subject of criminal or civil proceedings that could be expected to adversely affect its business or its ability to bid in the present tender.
 - iii. No investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees.
 - iv. I / We don't have any conflict of interest in terms of Clause 3.1 of eligibility criteria defined in this RFP document.
 - v. The information provided in this technical bid (including the attachments) as well as the financial bid is true, accurate and complete to the best of my knowledge and belief. Nothing has been omitted which renders such information misleading; and all

documents accompanying my/our bid are true copies of their respective originals. I/We shall be liable for disqualification or termination of contract at any stage, if any information/ declaration is found to be incorrect or false. I/We will intimate IHMCL promptly in case of any change in the information submitted as part of this technical bid.

- vi. I/We offer the cost of the RFP document and bid Security in accordance with the RFP document as per the details furnished below:

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

10. I am the Director / Authorized Signatory of the aforesaid company / firm, and I am authorized to sign this bid on behalf of the firm / company. I submit this bid after carefully reading all the terms and conditions contained in the RFP document and its addendum/ amendment, if any, and undertake to abide by the same. It is also certified that the bid is being submitted in the prescribed formats without any addition / deviation / alteration and our bid is unconditional.

Yours Sincerely,

Name

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

Form T-2: Brief Information about the Bidder(s)

(To be prepared on letterhead of the Bidder)

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

Sub.: RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza

Ref: RFP No. on above subject.

- 1)
 - a) Name of Bidder :
 - b) Year of establishment :
 - c) Constitution of the bidder entity e.g., Government enterprise, private limited company, limited company, proprietorship / partnership firm etc.
 - d) In case of a government enterprise, please indicate as to whether legally and financially autonomous and operate under commercial law.
 - e) Name(s) of Directors/ Proprietors/ Partners: Yes/ No/ Not applicable
- 2) Address for correspondence with Telephone/ Fax numbers/ e-mail address:
 - (a) Complete postal address :
 - (b) Fixed telephone number :
 - (c) Mobile telephone number :
 - (d) E-mail address :
- 3) Name & Address of the Acquirer bank:
 - (a) Bank A/c Number :
 - (b) Branch Address :
 - (c) IFSC /MICR Code :
 - (d) GSTIN (as applicable) :
- 4) Name of the Statutory Auditor/ Company Secretary/ Chartered Accountant certifying the documents along with his/ her Membership number, if applicable:

Name

Designation of the Authorized Signatory

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



(On non-judicial Stamp Paper of appropriate denomination)

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

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

of..... and presently residing at....., who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Signatory or Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for selection as the Bidder for "**RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza**" proposed by Indian Highways Management Company Limited, including but not limited to signing and submission of all applications, bid(s) and other documents and writings, and providing information/ responses to IHMCL, representing us in all matters before IHMCL, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with IHMCL in all matters in connection with or relating to or arising out of our Bid for the said Tender and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Signatory or Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative/ Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us. IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 202_

For

(Signature, name, designation, and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

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

Notes:

- a. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. **The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be duly notarised by a notary public.**
- b. Wherever required, the bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.
- c. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostles certificate.

Form T-4 Undertaking on Acquirer Bank Certification by NPCI

(To be prepared on letterhead of the Bidder)

(To be submitted in case the Bidder is not currently a certified Acquirer Bank by NPCI under NETC Programme)

To,

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

Sub.: RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza

Ref: RFP No. on above subject.

Dear Sir,

We, **[Insert Name of the Bidder]**, having our registered office at **[Insert Registered Address]**, do hereby undertake that, in the event of award of the Contract Agreement pursuant to this said RFP, we shall obtain the Acquirer Bank certification under the FASTag NETC Programme from the National Payments Corporation of India (NPCI) within 90 (ninety) days from the date of issuance of the Letter of Award (LOA).

We further acknowledge and agree that failure to obtain and submit a valid Acquirer Bank certification from NPCI within the stipulated timeframe shall be deemed a material breach of the Contract Agreement, and may result in appropriate remedial action as per the terms and conditions laid down in the RFP and Contract Agreement.

Thanking you.

Yours faithfully,
For **[Insert Name of the Bidder]**

[Signature]
[Name of the Authorized Signatory]

[Designation]
[Contact Details]

Form T-5 Undertaking by the Bidder

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

Sub.: RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza

Ref: RFP No. on above subject.

Dear Sir,

I/we undertake the following:

- 1) That the proposed OEM(s) fully comply with the Office Memorandum no. F. No. NH-35014/20/2020-H, Government of India, Ministry of Road Transport & Highways dated 04.08.2020, regarding Department of Expenditure (DoE) Ministry of Finance, Govt. of India O.M. No. 6/18/2019-PPD dated 23.07.2020, vide which Rule 144 of the general Financial Rules 2017 entitled “Fundamental principles of public buying’ has been amended by inserting sub-rule 144 (xi) in the General Financial Rules (GFRs), 2017 which states that:
 - a. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority.” This condition shall also be applicable on sub- contracting of any works / goods / services, etc. The Bidder shall furnish the registration status of the sub-contractor (SI)/ supplier with Competent Authority (for the items / goods proposed to be procured from any country which shares a land border with India)
- 2) That the OEM(s) shall not be rebranding & reselling products in India through importing/ trading from a country that shares a Land Border with India.
- 3) That the source code of the Software and Firmware being supplied for all the relevant equipment being supplied against this bid does not reside in any Country that shares a Land Border with India.
- 4) That the OEM(s) for all active components will give a declaration that products or technology quoted are neither end of- sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project.
- 5) That the proposed OEM is not blacklisted by any State / Central Government Department

or Central /State PSUs as on bid submission date.

- 6) That each of the proposed OEM(s) has capability and infrastructure to provide 24x7x365 technical support in India.
- 7) Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the technical proposal (Form T-6) by the Bidder.

(Name and Signature of the Power of Attorney Holder)

Form T-6 Submission of Detailed Methodology and Work Plan

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

Sub.: RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza

Ref: RFP No. on above subject.

NOTE:

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

Dated: /....

- i. System design document for implementation of MLFF system with a list of items with quantity and location of equipment:

.....
.....

S.No.	Equipment	Location ² (Gantry)	LHS/RHS	Quantity
1.				
2.				
3.				
Total Quantity				

² Refer Schedule B (1)(c)

- ii. Control Center Hardware design document with a list of items with quantity Software architecture & components

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

- iii. Methodology of implementation:

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

- iv. Equipment Delivery Schedule and Time schedule to complete the entire work supported with bar chart, including the civil works for MLFF:

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

- v. Make, model, specs, and Brochure of all major components (hardware & software) *:

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

- vi. Any other aspects the Bidder may wish to add:

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

- vii. System Design (Hardware and Software) proposed.

.....
.....

- viii. Design of MLFF System.

-
- ix. Total manpower being proposed as per design by designation.
-

*Any equipment/hardware not conforming to OEM criteria given in RFP shall make the bid liable to be rejected.

(Name and Signature of the Bidder)

Form T-7 Proforma for submitting written queries.

(To be submitted in doc/editable format only at the given email address)

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

Sub.: RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza

Ref: RFP No. on above subject.

Dated: /....

Name of Company: _____,

Name of Person _____

Contact No. _____,

Email Id: _____

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

Form T-8 Bank Guarantee for Bid Security



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

B.G.No.

Dated:

1. In consideration of you, ****, having its office at **** (hereinafter referred to as the “Authority”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns), having agreed to receive the BID of and having its registered office at (and acting on behalf of its JV) (hereinafter referred to as the “Bidder”, which expression shall, unless it be repugnant to the subject or context thereof, include its/their executors, administrators, successors, and assigns), for RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the Project and other related documents, including without limitation the draft contract Agreement (hereinafter collectively referred to as “Bidding Documents”), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby, in terms of Clause 2.2 read with Clause 2.3 of the RFP Document, irrevocably, unconditionally, and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. ***** (Rupees ***** only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest, or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive, and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest, or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of the failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents, including failure of the said Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. *** ** (Rupees *** ** only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the BID Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents, including, inter alia, the failure of the Bidder to keep its BID open during the BID validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator, or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger, or amalgamation of the Bidder or the Bank with any other person.
7. To give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend the time for the submission of the BIDs or the BID validity period or the period for conveying acceptance of the Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger, or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
8. Any notice by way of request, demand, or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch, which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before

proceeding against the Bank, and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

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

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

Signed and Delivered by..... Bank

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

(Signature of the Authorized Signatory)

(Official-Seal)

Form T-9 Format of Bank Guarantee

Performance Security/Additional Performance Security]

To,

Chief Operating Officer,



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

Sub.: RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza

Ref: RFP No. on above subject.

WHEREAS:

- (A) _____ [name and address of Bidder] (hereinafter called the “**Bidder**”) and Indian Highways Management Company Limited, G-5 & 6, Sector 10, Dwarka, New Delhi - 110075, (hereinafter called the “**Authority**”) have entered into an agreement (hereinafter called the “**Agreement**”) for “**RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza**” subject to and in accordance with the provisions of the Agreement
- (B) The Agreement requires the Bidder to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Implementation Period/ Defects Liability Period and Maintenance Period} (as defined in the Agreement) in a sum of Rs.... cr. (Rupees crore) (the “**Guarantee Amount**”).
- (C) We, through our branch at (the “**Bank**”) have agreed to furnish this bank guarantee (*hereinafter called the “Guarantee”*) by way of Performance Security.

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

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

Bank, notwithstanding any differences between the Authority and the Bidder, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Bidder for any reason whatsoever.

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

addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph 8 above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.
12. This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
13. The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of IHMCL, details of which is as under:

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

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

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

- (i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing branch.

Form T-10 Indicative MOU Agreement Format

MEMORANDUM OF UNDERSTANDING

(To be executed on Non-Judicial Stamp Paper of INR 100 and duly notarized)

This **Memorandum of Understanding (MoU)** is made and entered into on this ____ day of _____, 2025 at [Place],

BY AND BETWEEN

[Name of the Bidder], a Bank incorporated under _____, having its registered office at [Address], hereinafter referred to as the **"Bidder"** (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns) of the **First Part**,

AND

[Name of the Sub-Contractor / System Integrator], a company/LLP incorporated under the [Companies Act, 1956/2013 or LLP Act, 2008 or equivalent foreign law], having its registered office at [Address], hereinafter referred to as the **"System Integrator"** or **"SI"** (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the **Second Part**.

The Bidder and the SI are individually referred to as a "Party" and collectively as the "Parties."

WHEREAS:

1. **Indian Highways Management Company Limited (IHMCL)** has issued a RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza
2. The Bidder intends to submit a proposal in response to the said RFP and is required to execute the MLFF System through a reputed Sub-Contractor (System Integrator).
3. The SI is a reputed System Integrator with proven experience in deploying MLFF or similar Intelligent Transportation Systems (ITS), and is eligible as per RFP conditions.
4. The Parties now wish to record their mutual understanding and agreement in this MoU regarding their collaboration for the purpose of the RFP and potential award of work.

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

1. Purpose of MoU

The purpose of this MoU is to confirm the mutual understanding between the Parties, wherein the SI shall act as the exclusive System Integrator for the Bidder in the subject RFP.

2. Exclusivity

The SI agrees that it shall exclusively associate with the Bidder for this specific RFP and shall not participate, directly or indirectly, with any other bidder in the same tender process. In case the SI is found to be associated with multiple bids, both or all such bids shall be liable to be declared non-responsive, as per the RFP.

3. Roles and Responsibilities of Bidder

○ _____

4. Roles and Responsibilities of Sub-Contractor

○ _____

5. Incorporation and Eligibility

The SI confirms that it is incorporated under the applicable law (as mentioned above) and, if an entity from a country sharing land border with India, is duly registered with the Competent Authority as per Government of India guidelines (if applicable).

6. Duration and Termination

This MoU shall remain valid from the date of signing until the completion of the tender process, and in case the contract is awarded to the Bidder, until the end of the contractual obligations unless terminated earlier by mutual written consent.

7. Governing Law and Jurisdiction

This MoU shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with this MoU shall be subject to the exclusive jurisdiction of courts at New Delhi.

IN WITNESS WHEREOF, the Parties hereto have caused this MoU to be executed by their duly authorized representatives on the date and place first above written.

Signed for and on behalf of

[Bidder Name]

(Signature)

Name:

Designation:

Seal:

Signed for and on behalf of

[System Integrator Name]

(Signature)

Name:

Designation:

Seal:

Witnesses:

1. _____
2. _____

Form T-11 Undertaking for Compliance

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

Sub.: RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza

Ref: RFP No. on above subject.

Name of the Bidder:

S. No.	Equipment Name	OEM Name(s)* Proposed by Bidder
1.	ANPR Cameras	
2.	RFID Reader & Antenna	
3.	Detector-Lidar	
4.	Detector-Radar	
5.	Audit Surveillance Camera	
6.	And other Equipment (As per Indicative BoQ)	

* The Bidder shall mention the name of all the OEM(s) being proposed for the concerned equipment.

We undertake that the minimum specifications of the equipment mentioned in the RFP shall be provided by the above OEM(s) proposed by us in our MLFF solution to meet the functional requirements mentioned in the RFP.

Bidder Name:

Name of Person Holding Power of Attorney:

Signature:

Date: ...

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

DECLARATION – non-blacklisting

(By Authorized signatory on company letter head)

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

**Sub.: RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane
Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza**

Ref: RFP No. on above subject.

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

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

Name: (insert complete name of person signing he Bid Securing Declaration having the Power of Attorney)

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

Dated on _____ day of _____ (insert date of signing)

Form-T:13 – Manufacturer's Authorization Form (MAF)

(In the letterhead of the OEM)

[NOTE: The Bidder must submit a Manufacturer's Authorization Form (MAF) for the proposed equipment, duly filled and signed by the Manufacturer/OEM. The form must be signed by an authorized representative of the Manufacturer. The Bidder is required to submit the MAF for at least the following components:

- i. *RFID Reader & Antenna*
- ii. *ANPR Cameras*
- iii. *Audit Surveillance Camera*
- iv. *Detector-Lidar*
- v. *Detector-Radar*

Dear Sir,

We, **[Insert Full Legal Name of Manufacturer/OEM]**, a company duly organized and existing under the laws of **[Insert Country]**, having our principal manufacturing facilities at **[Insert Complete Address of Manufacturer's Factories]**, do hereby authorize **[Insert Full Legal Name of the Bidder]**, having its registered office at **[Insert Bidder's Full Address]**, to submit a Bid and conclude the Contract with you against the above-mentioned RFP for the supply of the following goods manufactured by us:

We confirm that we continue to meet all eligibility and technical compliance criteria as outlined in the RFP, and in particular, we hereby declare and confirm the following:

- i. We comply with the Office Memorandum No. F. No. NH-35014/20/2020-H, Ministry of Road Transport & Highways, Government of India, dated 04.08.2020, which refers to the Department of Expenditure (DoE), Ministry of Finance, O.M. No. 6/18/2019-PPD dated 23.07.2020. We understand and comply with the amended Rule 144 of the General Financial Rules (GFR), 2017, specifically sub-rule 144 (xi). Accordingly, for any goods proposed to be procured from a country sharing a land border with India, the required registration with the Competent Authority has been duly obtained and the details are enclosed.
- ii. We undertake that we shall not rebrand or resell products in India by importing or trading from countries sharing a land border with India.
- iii. We confirm that the source code of the software and firmware supplied for all equipment under this bid does not reside in any country sharing a land border with India.
- iv. We confirm that we have been in the business of the said product or solution or technology for at least three (3) years as on the date of issue of the RFP.
- v. We confirm that the products or technology quoted are not end-of-sale, end-of-life, or end-of-support as on the date of installation and commissioning and will remain supported through the full O&M period of the project.

- vi. We confirm that we have the capability and infrastructure to provide 24x7x365 technical support in India.
- vii. We will comply with all applicable regulatory guidelines, standards, and certifications as prescribed by the Government of India. Documentary evidence of such compliance will be submitted prior to commencement of the System Acceptance Testing (SAT). We understand that failure to do so will constitute a material breach of contract, which may result in replacement, contract termination, and/or forfeiture of performance security.

Further, we hereby extend our full guarantee and warranty for the goods offered by the above-mentioned Bidder as per the terms and conditions of the RFP and the resulting contract.

This Authorization shall be valid throughout the duration of the Contract, including any extensions thereof.

Sincerely,

[Signature of Authorized Signatory]

Name: [Insert Full Name]

Designation: [Insert Designation]

Company: [Insert Manufacturer's Company Name]

Email: [Insert Official Email Address]

Phone: [Insert Contact Number]

Seal: [Affix Company Seal]

Form -T:14 – Checklist to be submitted by the bidder

S. No.	Form/ Document required	To be signed by	Submission Status (Yes/ No)
1.	Proof of submission of Document Fee	Bidder/Bank	
2.	Form T-1 Technical Bid Covering Letter	Bidder/Bank	
3.	Form T-2: Brief Information about the Bidder(s)	Bidder/Bank	
4.	Form T-3 Power of Attorney/Letter of Authorization (as relevant)	Bidder/Bank & Sub-Contractor*	
5.	Form T-4 Undertaking on Acquirer Bank Certification by NPCI	Bidder/Bank	
6.	Form T-5 Undertaking by the Bidder	Bidder/Bank	
7.	Form T-6 Submission of Detailed Methodology and Work Plan	Bidder/Bank	
8.	Form T-8 Bank Guarantee for Bid Security	Bidder/Bank	
9.	Form T-10 Indicative MOU Agreement Format	Bidder/Bank & Sub-Contractor*	
10.	Form T-11 Undertaking for Compliance In case proposed OEM is different from Preferred OEMs, supporting documents to be provided confirming the product has been deployed in a Multilane Free Flow Tolling (MLFF) System, either in India or internationally, and has been operational for a minimum of one (1) year as of the bid submission date.	Bidder/Bank	
11.	Form-T:12 Format for the declaration of non-Blacklisting	Bidder/Bank & Sub-Contractor*	
12.	Form-T:13 – Manufacturer's Authorization Form (MAF)	In the letterhead of the OEM	

S. No.	Form/ Document required	To be signed by	Submission Status (Yes/ No)
13.	Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013 or any equivalent foreign act, or as applicable.	Sub-Contractor*	

*All credentials of Sub-Contractor (SI) and OEM are required to be countersigned by bidder/bank.

(Signature of the Authorized Signatory)

Appendix A-Form F-1: Format for Financial Bid Submission

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

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

Sub.: RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza

Ref: RFP No. on above subject.

#	Name of Bidder	Revenue Share on Tollable traffic for both fee plazas (in %) (upto max. 2 decimal places)
1		

Note:

- i. The PMF (Program Management Fee) for Acquiring services shall be paid additionally as per NETC program guidelines as amended time to time.
- ii. Revenue share shall be inclusive of Taxes/GST, as applicable.

Name: ...

Designation: ...

Bidder's Name: ...

Address: ...

Email and Phone: ...

****No financials should be a part of technical bid. If any form of financial bid/indication is mentioned in the technical bid, IHMCL shall summarily reject the bid.**

Form F-2: Format for Equipment Cost break up

Form F-2: Format for Equipment Cost break up	
Name:	
Designation:	
Bidder's Name:	
Address:	
Email and Phone:	
Ref: RFP No.	

			For Bijwasan Fee Plaza (Dwarka Expressway)		For Panchgaon Fee Plaza	
#	Minimum BoQ	Unit Rate(in Rs.)	Quantity	Total Price (IN Rs.)	Quantity	Total Price (IN Rs.)
A	Lane Equipment					
1.	RFID Antenna			-		-
2.	RFID Reader			-		-
3.	Detector -Radar			-		-
4.	Detector – LiDAR			-		-
5.	ANPR Camera			-		-
6.	Audit Surveillance Camera			-		-
7.	IR Illuminator			-		-
8.	Edge Level switch			-		-
9.	Switch (Layer 3) – 24 Port			-		-
10.	Any additional Component			-		-
11	MLFF Gantry			-		-
B	Control Center Equipment					
1.	MLFF Local Server			-		-
2.	Workstation with Display 27"			-		-
3.	Storage (minimum 125 TB)			-		-
4.	Server Rack (27U)			-		-

RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF)
User Fee Collection at Bijwasan and Panchgaon Fee Plaza

D	Software					
1.	Multi Lane Free Flow Software for per lanes and central web-portal			-		-
2.	ANPR Application Per Channel			-		-
3.	Video Management Software/AI Based License			-		-
4.	Detector -Radar applications			-		-
5.	Detector -LiDAR applications			-		-
6.	RFID Reader and Antenna Application			-		-
7.	Enterprise Management Software (EMS)			-		-
8.	Any Additional			-		-
Total Price for Plaza				-		-
Grand Total				-		-

Note:

- Bidders must fill in the quantities and unit rates for the equipment/services/software, etc., as specified above to meet the functional requirements outlined in Schedule B, adhering to the standards and specifications in Schedule C. Any variations in quantities or omitted items will not result in additional payments or changes to the scope.
- The "Total Price for Plaza" in Form F-2 must not exceed the Estimated Amount of ₹5 crore. If the "Total Price for Plaza" in Form F-2 exceeds ₹5 crore, the depreciated cost will be calculated based on the ceiling limit of ₹5 crore, as per clause 1.2.35 (2) of the RFP.
- Form F-2 is solely for calculating the Depreciated Cost according to Clause 1.2.35 of the General Conditions of Contract in the RFP. The L-1 Bidder will be selected based on the quoted cost in Form F-1.
- Line items not applicable to the bidder's proposed design may be left blank. The rates should include all statutory taxes/levies, excluding service tax/GST (as applicable). Updates should be made according to the reference RFP shared by IHMCL.

PART-III

DRAFT FORM OF CONTRACT

AGREEMENT

1.1.DRAFT CONTRACT AGREEMENT

No.

This Contract Agreement (hereinafter called the "Contract") is made on this ____ day of the month of _____, 202_.

BETWEEN

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

AND

M/s_____, an Acquirer Bank incorporated under the provisions of the (Hereinafter referred to as the "*Bidder/Bank*" 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 mandated by NHAI to implement and manage the Operation & Maintenance (O&M) of the MLFF (FASTag-ANPR) user fee collection system on National Highways, where IHMCL facilitates toll collection on behalf of NHAI.
- b) the Bidder, in the ordinary course of its business, is engaged in providing similar services to their clients, and have represented to IHMCL through their bids, against RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza" that they have the required experience, professional skills, personnel and technical resources to provide the required Services.
- c) on the basis of the said Tender, IHMCL has adjudged the Bidder as a Successful Bidder and issued Letter of Award (LoA) No. dated. __.202_ for the same.
- d) the Bidder has agreed through their letter of acceptance No dated to provide the said Services on the terms and conditions set forth in this Contract Agreement and has also submitted performance bank guarantee equivalent to(Rs
 - a.) such that it remains valid until one year beyond completion of the contract.

NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Contract Agreement, the receipt and sufficiency of which is hereby

acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

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

General Conditions of Contract	
Schedule A:	The Site
Schedule B:	The Proposed MLFF Facilities
Schedule C:	Standards & Technical Specifications
Appendices:	
Appendix A	Copy of Financial Bid of the Bidder
Appendix B	Letter of Award issued by IHMCL
Appendix C	Letter of Acceptance submitted by the Bidder
Appendix D	Copy of the Performance Security submitted by the Bidder including copies of confirmation provided by the respective bank.
Appendix E	Copy of the Technical Bid and/or any subsequent correspondence of the Bidder/ IHMCL
Appendix F	Copy of RFP Document and subsequent amendment / addendum including Minutes of Pre-bid Meeting if any

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

FOR AND ON BEHALF OF

(Indian Highways Management
Company Limited) (Authorized
Representative)

Name: _____

Designation _____

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

New Delhi – 110075

FOR AND ON BEHALF OF

(M/s _____)

(Authorized Representative)

Name: _____

Designation: _____

M/s _____

Address: _____

In the presence of following witnesses:

Name: _____

Designation _____

Indian Highways Management Company
Limited

G-5&6, Sector – 10, Dwarka

New Delhi – 110075

Name: _____

Designation _____

Indian Highways Management Company
Limited

G-5&6, Sector – 10, Dwarka

New Delhi – 110075

Name: _____

Designation: _____

M/s _____

Address: _____

Name: _____

Designation: _____

M/s _____

Address: _____

1.2. GENERAL CONDITIONS OF CONTRACT

1.2.1. Definition

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

1.2.2. Interpretation

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

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

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

- w) **"Uptime"** refers to the duration during which an MLFF equipment or system is actively functioning, operating, and ready to execute its intended tasks effectively, meeting the operational characteristics as defined in the RFP document, without encountering significant interruptions or failures.
- x) **"Downtime"** refers to the period during which MLFF equipment or system is either non-functional or not actively operating to execute its intended tasks effectively, thus failing to meet the operational characteristics outlined in the RFP document due to significant interruptions or failures.
- y) **"Bank", "Bidder", "Acquirer Bank" and "Service Provider"** mean the Successful Bidder who has executed the contract with IHMCL and has complied with other requirements as specified in this RFP to the satisfaction of IHMCL.

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

1.2.3. Definitions

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

1.2.4. Arithmetic conventions

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

1.2.5. Priority of Agreements, Clauses, and Schedules

- 1.2.5.1. In case of inconsistency between the provisions of this Contract Agreement and the RFP, the terms of this Contract Agreement shall prevail to the extent of such inconsistency.
- 1.2.5.2. In case of ambiguities or discrepancies within this Contract Agreement, the following shall apply:
 - (a) between two or more Clauses of this Contract Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses.
 - (b) between any two Schedules/Articles, the Schedule / Article relevant to the issue shall prevail.
 - (c) between the written description on the drawings/design documents, if any, and the Specifications and Standards, the latter shall prevail; and

(d) between any value written in numerals and that in words, the latter shall prevail.

1.2.6. Scope of Work

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

1. **Design, Development and Implementation of the MLFF Tolling** : Undertake the design, development, and implementation of an MLFF-based user fee collection system at the NH fee plazas listed in Schedule-A, with the provision of facilities as specified in Schedule-B, and ensure compliance with the Specifications and Standards outlined in Schedule-C.
2. **Operations & Maintenance**: Carry out the operations and maintenance of the MLFF-based tolling system in accordance with this Agreement, adhering to the requirements specified in Schedule-C.
3. **Web based Application Portal** - The Bidder shall provide a web-based application/portal for real-time monitoring of system health and availability, traffic count (FASTag and Non-FASTag) and automatic alerts for MLFF equipment downtime. The portal should facilitate access to transactions, issuance of discounted pass, toll revenue collected, reconciliation reports, e-notices issued, and other toll plaza details. The design should prioritize scalability to accommodate future advancements and technologies, ensuring the portal remains adaptable and continues to meet evolving requirements effectively. Minimum requirement of web-based application portal is given at Clause no. 2.10 of Schedule C.
4. **Cleanliness and Maintenance of Control Center, Plaza Building, Toilets, and Surrounding Areas**: The Bidder is responsible for maintaining cleanliness and upkeep of the Control Center, Plaza Building, toilets, and surrounding areas for the entire contract duration. This includes implementing regular cleaning schedules, efficient waste management, and adherence to hygiene standards. Sufficient staff and resources must be deployed to ensure these facilities remain fully functional, clean, and presentable at all times. Regular inspections should be conducted to promptly address maintenance issues. The Bidder must also comply with relevant health and safety regulations, ensuring a clean and safe environment for all users.
5. **Data Security and Protection**: The Bidder shall ensure robust data security and protection measures in compliance with Government of India guidelines, including but not limited to the Information Technology (IT) Act 2000 and the Digital Personal Data Protection (DPDP) Act 2023, to safeguard user data, prevent unauthorized access, and maintain the integrity and confidentiality of all collected information.
6. **Performance and fulfilment of obligation**: Ensure the performance and fulfillment of the Bidder's obligations in accordance with the provisions of this Agreement, including all incidental or necessary activities required to meet the obligations under this Agreement.
7. **Electricity Power Management**:
 - a) **Power Supply for MLFF system (Gantry/existing Plaza)**: The Bidder shall ensure a 24x7 power supply for the Command-and-Control Centre and MLFF

field equipment, with the primary source being the Electricity Department. This supply should be supported by UPS systems, renewable energy sources (such as solar power), and a DG set of adequate capacity. The Bidder shall make all necessary arrangements for the electricity needed for the execution of the Works and O&M period for the entire period of the Contract. The raw power will be supplied by NHAI.

- b) **Lighting:** The Bidder shall ensure to maintain the existing lighting at toll plaza area for seamless operation and road safety.
- c) **Electricity Charges:** The bidder will bear all recurring electricity charges, including those for backup power sources.

1.2.7. Relationship between the Parties

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

1.2.8. Governing Law and Jurisdiction

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

1.2.9. Language

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

1.2.10. Effectiveness of Contract

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

1.2.11. Commencement of Services

The Bidder shall commence the services from the date of signing of Contract Agreement

with IHMCL.

1.2.12. Duration and Extension of Contract

The term of this Contract Agreement shall be **5 months for design, development & implementation of the MLFF system and 5 years for Operation and Maintenance (O&M)** phase, starting from the Effective Date, which shall be **extendable up to a period up to 2 years upon the satisfactory performance and** as per requirement of IHMCL.

Any additional implementation work awarded within the original Contract Period of 5 year and 5 months period will be incorporated into the implementation and O&M phases in such a way that the total original Contract duration does not exceed the initial 5 years and 5 months, unless an extension is granted by IHMCL.

1.2.13. Assignment

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

1.2.14. Severability

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

1.2.15. Notices

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

The addresses for service of Notice shall be:

RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow
(MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza

IHMCL: Chief Operating Officer

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

E-mail: tenders@ihmcl.com & coo@ihmcl.com

Bidder:

Attention:

Address:

E-mail: ...

1.2.16. Time Schedule

Sl. No.	Activity	Time period
1.	Date of signing of Contract Agreement	T0
2.	Submission of Project Implementation plan with detailed resource based work break down schedule for monitoring by IHMCL.	7 days
3.	Design, Development & Implementation of FASTag-ANPR MLFF User Fee Collection System and Offer for Site Acceptance Testing (SAT) with an intimation for "Go-Live" readiness	04 Months
4.	Conduct of Site Acceptance Testing as per RFP (3 days' trial) and closure/rectification of all punch list/observations by IHMCL	05 Months
5.	"Go-Live" of MLFF system, subject to successful completion of SAT	05 Months
6.	Operation & Maintenance Period	Five (05) Years from the date of Go-Live

1. **Go-Live Definition –**

"Go-Live" of the Multi-Lane Free Flow (MLFF) Tolling System shall refer to the official commencement of live electronic toll collection operations under actual traffic conditions at the designated site/plaza, along with complete deployment and readiness of all MLFF system components—including field hardware, application software, central back-office systems, and on-site operational teams. The MLFF system must be fully functional, with end-to-end integration of all modules and seamless interoperability with external interfaces with NPCI, TMCC, payment gateway(s), as per requirements. Go-Live shall be deemed achieved only upon confirmation that all subsystems meet the defined performance criteria and compliance requirements as stipulated in the contract. For avoidance of doubt, "Go-Live" shall be considered successful only after acceptance of SAT.

1.2.16.1. Site Acceptance Testing

- i. After successful completion of successful implementation of MLFF facility, the successful bidder shall make a formal request to IHMCL for Site Acceptance Testing (SAT) duly mentioning the start date of SAT, in consultation with IHMCL. The formal request shall include all the required documentation, test certificates, evidence for installation etc.
- ii. The SAT shall be conducted for the parameters mentioned in Clause 1.2.16.3 below. The SAT shall be considered successful only if it meets all the requirement description mentioned in table under Clause 1.2.16.3.
- iii. The successful bidder shall get maximum duration as per specified under SI # 4 of Clause 1.2.16 above for completion of SAT. This includes initial trial, rectification of punch list of SAT, refinements and adjustments of the solution, and second trial in line with SI no. (v) below.
- iv. Post receipt of Offer for Site Acceptance Test (SAT) by the Acquirer Bank, IHMCL or its designated representatives shall conduct the SAT at the respective site. The Acquirer Bank, along with its sub-contractors, shall extend full support and facilitate the demonstration of all required functional and performance parameters of the deployed MLFF solution, as stipulated in the scope of work and technical specifications.
- v. If the Acquirer Bank/Bidder fails to meet the required performance parameters during SAT trial run, a period of fifteen (15) days (Cure Period) shall be granted for necessary refinements and adjustments to its solution. Following this refinement period, a second round of SAT shall be conducted. If the Acquirer Bank is unable to demonstrate compliance with the required parameters in the second round of testing, the SAT shall be considered as unsuccessful. For avoidance of doubt, this Cure Period shall mean the same as mentioned in Clause 1.2.33 (b).

1.2.16.2. Consequences of Unsuccessful SAT

- i. The Contract Agreement shall be terminated, without any financial liability or obligation on IHMCL.
- ii. The cash Performance security as mentioned in SI no. (a) (i) of Clause 6.5 (Part I) shall be forfeited.
- iii. The Acquirer Bank shall be responsible for dismantling and removing all equipment, hardware, and associated infrastructure installed at the site, at its own cost and within the timeline specified by IHMCL.
- iv. The Acquirer Bank shall also be required to restore the site to its original condition, ensuring that no damage, debris, or residual materials remain. All restoration activities must be carried out to the satisfaction of NHAI/IHMCL.

1.2.16.3. Parameters to be checked during Site Acceptance Testing (SAT)

The following high-level parameters shall be evaluated during the Site Acceptance Test (SAT). IHMCL reserves the right to provide further specifications or details regarding any of the

requirements outlined in this RFP, as deemed necessary.

SI #	Parameters	Requirements Description							
1)	Vehicle count accuracy	<p>Assessment of the proposed MLFF system's capability to achieve the vehicle count accuracy levels defined in the RFP under clause Schedule B, Clause 10, SL no. 7.</p> <p>The vehicle count accuracy shall be validated through the TMS report of the plaza. IHMCL may also validate the same with an independent system.</p>							
2)	Vehicle classification accuracy	<p>Evaluation of the MLFF system's ability to correctly classify all tollable vehicles passing through the gantry as per the vehicle classification norms defined in the RFP under clause Schedule B, Clause 10, SL no. 8.</p> <p>The classification of the vehicles shall be as per NH Fee (Determination of Rates and Collection) Rules, 2008 shall be taken into consideration for the evaluation of this requirements, which is as below:</p> <table><tr><td>³[Type of Vehicle</td></tr><tr><td>Car, Jeep, Van or Light Motor Vehicle</td></tr><tr><td>Light Commercial Vehicle, Light Goods Vehicle or Mini Bus</td></tr><tr><td>Bus or Truck (Two Axles)</td></tr><tr><td>Three-axle commercial vehicles</td></tr><tr><td>Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (four to six axles)</td></tr><tr><td>Oversized Vehicles (seven or more axles)</td></tr></table> <p>The vehicle classification accuracy shall be validated through the TMS report of the plaza. IHMCL may also validate the same with an independent system.</p>	³ [Type of Vehicle	Car, Jeep, Van or Light Motor Vehicle	Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	Bus or Truck (Two Axles)	Three-axle commercial vehicles	Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (four to six axles)	Oversized Vehicles (seven or more axles)
³ [Type of Vehicle									
Car, Jeep, Van or Light Motor Vehicle									
Light Commercial Vehicle, Light Goods Vehicle or Mini Bus									
Bus or Truck (Two Axles)									
Three-axle commercial vehicles									
Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (four to six axles)									
Oversized Vehicles (seven or more axles)									
3)	ANPR Camera Accuracy	<p>The ANPR camera system should read all types of vehicle registration number (VRN) plates with minimum accuracy of 99% under both day and night conditions, without any manual validation/audit.</p> <p>The bidder shall be solely responsible of deployment of any additional arrangement e.g. lighting etc. to achieve the desired accuracy.</p>							

SI #	Parameters	Requirements Description
4)	API integration with NPCI for ETC transaction processing	<p>The proposed MLFF system should be able to integrate into NPCI system as per process flow diagram provided in the RFP. The integration shall be as per the draft Technical Specification Document circulated by NPCI.</p> <p>Verification of seamless integration of the MLFF system with NPCI's infrastructure as per the process flow and draft Technical Specification Document provided in the RFP, including successful API communications, authentication, and transaction processing protocols.</p> <p>It should be possible to create an ETC transaction from a valid, functional FASTag from a vehicle crossing the MLFF gantry at a high speed. (speed greater than 100 km/hr). This test ETC transaction should be verifiable from NPCI system.</p> <p>Parameters shall be checked as below:</p> <ul style="list-style-type: none"> • Verification of successful FASTag transactions captured by the MLFF system, including correct matching of vehicle passages with FASTag IDs and VRN. • Accuracy and completeness in capturing transaction data, including date, time, plaza code, vehicle class, transaction amount, and unique transaction identifiers.
5)	Generation of e-Notice cases	<p>The proposed MLFF solution must have the capability to seamlessly raise a case for e-Notice generation through API integration with NPCI, providing all necessary data and supporting images, while adhering to the prescribed API protocols and authentication standards.</p> <p>Assessment of the system's ability to handle API responses, including successful case acknowledgments, error messages, retries, and exceptions, ensuring robust handling of various API interaction scenarios under different network and load conditions.</p>
6)	Payment reconciliation for successful FASTag transactions and e-Notices	<p>The proposed MLFF system should be able to ensure accurate reconciliation and validation of financial transactions. Validation of successful posting of transaction details to the NPCI system</p> <ul style="list-style-type: none"> • Correct identification and categorization of ETC transactions (unsuccessful or rejected/failure to pay, exempted etc.

SI #	Parameters	Requirements Description
		<ul style="list-style-type: none"> Accuracy and reliability of cases of e-Notice generation for non-FASTag transactions, including correct vehicle identification based on VRN & Tag ID, timestamping, penalty calculation, and image/evidence details. Confirmation that e-Notices are generated, dispatched, tracked, and archived appropriately as per defined business rules. System capability to generate reconciliation reports with detailed insights into matched and unmatched transactions, including discrepancies or errors.
7)	Reporting/MIS	Confirmation of comprehensive audit trails, robust traceability of transaction reconciliation processes, and the capability to generate detailed reconciliation reports highlighting matched, unmatched, or erroneous transactions, e-notices cases.

1.2.17. Damages

1.2.17.1. Damages for Delay in completion of work

Refer to Section Service Level Agreements (SLA), in the RFP Schedule B Section 11.

1.2.17.2. Extension of Time (EOT)

- i. The Bidder may request an extension of time beyond the binding completion schedule if it encounters unforeseen circumstances or events beyond its control that materially and significantly impact its ability to meet the deadline.
- ii. The Bidder shall submit a written request for the extension, detailing the reasons for the delay and providing supporting documentation, to IHMCL within a reasonable time frame after becoming aware of the delay.
- iii. IHMCL shall review the extension request and may grant an extension if it deems the reasons provided by the Bidder to be valid and justifiable.
- iv. If the Bidder fails to request an extension of time within thirty (30) day from the date of occurrence of the delay-causing event or if the delay is not attributable to reasons beyond its control, the request of the Bidder will not be considered by IHMCL.
- v. The Bidder shall not be entitled to any extension of time or relief from damages for delays caused by its own negligence, inadequate planning, insufficient resources, or failure to adhere to project timelines.

- vi. The decision of IHMCL regarding extension requests and imposition of damages shall be final and binding on the Bidder, subject to dispute resolution mechanisms as outlined in the Contract Agreement.

1.2.17.3. Damages for Non-Compliance to Safety Standards at site

Failure by the Bidder's personnel in maintaining the safety standards at the site as per Schedule-C at any time shall attract damages on every instance noticed by the IHMCL (or its representatives).

- a. Staff working without safety gears – damages of INR 10,000/- per instance. In the case of repeated instances by the same staff member of the Bidder, the damages shall be doubled per instance. The Bidder shall have to Replace the repeated offenders / personal (safety lapses more than thrice) with immediate effect.
- b. Improper safety measures at site, safety hazard to the commuters due to poor workmanship, etc. working during low visibility hours or at night time without proper safety measures, warning signages and lighting/ improper traffic diversion / non-standard warning signages etc. / unauthorized lane closure / traffic rule violation – minimum damages of INR 1,00,000/- per instance shall be imposed on recommendation of the IHMCL (or its representatives). In cases of repeated instance, the penalty shall be doubled per instance. The Bidder shall have to Replace the repeated offenders / personal (safety lapses more than twice) with immediate effect. IHMCL shall also take legal action against the errant staff / sub-contractor (SI) of the Bidder, as such safety lapses may lead to major safety concerns / hazards for the road users as well as the workers

1.2.17.4. Damages for non-adherence of Service Level Agreement (SLA)

- a. Non-Adherence of SLA during the O&M period would result in damage mentioned in Schedule-B of the Agreement. The damage will be recovered as defined under clause 1.2.17 of the General Conditions of the Contract.
- b. During the Contract Agreement, every first week of the Quarter, the Bidder is obligated to make an inventory of the items presented and provide a copy to IHMCL. Furthermore, the Bidder shall provide an undertaking attesting to the presence and functionality of all required items as per the Technical Bid, accompanied by the necessary documentary evidence to support this claim.
- c. To verify the undertaking or even otherwise, every quarter, IHMCL or its representative can do an inventory or inspection of the items that are to be present and working as per the technical bid. If technical requirements are not found to be met, IHMCL can pause the calculation payments until all technical requirements are met again. In such cases, IHMCL will eliminate the paused period and make prorated payments for that quarter.

1.2.18. Payments

- (a) The revenue share, as specified in the Bidder's Financial Bid Form F-1 and accepted by the Authority, in consideration of the obligations outlined in this Agreement.

- (b) Under no circumstances shall the percentage revenue share quoted by the Bidder be revised upwards, even if there is an increase in any tax, statutory, or financial liability of the Bidder that was not in existence or prevalent at the time of bid submission.
- (c) The percentage revenue share quoted in the financial bid, unless otherwise specified in the Contract Agreement, shall cover all the Bidder's responsibilities for the works outlined in this Agreement, including all essential, desirable, and obligatory items for the Implementation, operation, and maintenance of the MLFF system. This shall be done without compromising on the quality standards specified in the Contract Agreement, Good Industry Practice, and any official memos, circulars, or notices issued or to be issued by IHMCL/NHAI, which are relevant to the scope of this Contract Agreement, as well as the remedying of any defects in the MLFF-based tolling system.

1.2.19. Payment Terms

1.2.19.1. The bank shall be entitled to get revenue share quoted in the financial bid, subject to the following conditions:

- (a) The Acquirer bank shall deposit the collected user fee amount for all cleaned transactions processed through FASTag-ANPR, including the amounts collected by bidder for *Plaza Specific Discount Pass*¹, every Tuesday, for the period from Tuesday (00:00:00 Hrs.) of the prior week to Monday (23:59:59 Hrs.), after deducting the Bidder's revenue share.

The Settlement (Deposit) shall be processed through RTGS on all 365 days except for specified bank holidays as and when declared by RBI.

- (b) The bank is also entitled to the revenue share of the user fee applicable for the vehicles for which e-notices have been issued subject to conditions in e-Notice Module under Schedule B and as mentioned below:
 - i. The e-Notices issued by the Bank shall be accurate and correct, with the Bank bearing full responsibility for their content.
 - ii. No grievance is pending against the said e-notice.
 - iii. E-Notice Amount and Revenue Share: Each e-Notice shall reflect an amount equivalent to twice the applicable user fee for the vehicle's category. The Bank shall be entitled to a revenue share (as quoted in F-1) of 50% of the e-Notice amount, provided the notices are accurate, correct and substantiated by clear photographs of the vehicle (front and rear).
 - iv. The Bank shall be entitled for adjusting revenue share of e-notices cases from the user fee collection only after 14 days of the issuance of e-notices. For avoidance of doubt, the applicable revenue share of e-notice cases authorized in week one (1) shall be adjusted by bank from collected user fee in week three (3) duly considering the SLAs for e-notices.
- (c) The Bidder's revenue share is applicable on Clean Transactions amount and amount towards purchase, activation, recharge of *Plaza Specific Discount Pass*¹ issued by the bank in that week and half the amount of eligible e-Notices issued by the bank during that week (subject of fulfilment of (b) above).
- (d) No revenue share shall be paid on purchase, activation and recharge of *Global Pass*¹.

- (e) No revenue share shall be payable for transactions undertaken by vehicles bearing a valid Plaza-Specific Discount Pass for the Fee Plaza or a valid Global Pass. Such transactions shall be treated as Non-Financial Transactions, in accordance with the NETC Guidelines.

Illustration:

Say the Acquirer bank has quoted 5% revenue sharing

Say the total collection of revenue is Rs. 100 out of which Rs. 80 is collected from MLFF based tolling system in week-1 via (Clean Transaction + Plaza Specific Discount Pass¹)

The revenue share of bank for week-1 shall be Rs. 4(5% of Rs 80) and the bank shall deposit Rs 76 to NHAI.

Say after 14 days, the ascertained amount of e-notices issued for week-1 is Rs.20. The revenue share of bank for e-Notice in week-1 shall be Rs. 0.5 (50% of 5% of Rs 20) which the bank can adjust from toll collection of week-3.

For avoidance of doubt, the bank shall not be entitled for adjustment of revenue share of e-Notices from collected user fee in week-1 & week- 2

- (f) SLA calculations shall be done on monthly basis. SLA Penalty settlement shall be done in first week of every month.
- (g) The Acquirer bank shall be required to pay the penalty amount within 3 working days of the intimation by IHMCL failing which the same will be adjusted from the Cash Performance Security. Cash Performance security shall be replenished by the bidder within 3 working days from the date of such recovery. If agency fails to replenish the performance security within 3 working days of such recovery, the amount shall be recovered by encashment of Performance Bank Guarantee which shall be considered as a breach of the Contract Agreement.
- (h) The Acquirer bank shall make following note for Exemption and Violation:
- 1) The successful bidder will be responsible for identifying, recording and reporting violations and all applicable exemptions in accordance with the NETC Program and the guidelines/notices issued by IHMCL.
 - 2) IHMCL shall not be liable to pay any revenue percentage share for vehicles under exempted category. i.e., No e-notice shall be issued for exempted vehicle.
 - 3) Violations and exemptions will be assessed based on VRN classification and in accordance with NHAI toll fee guidelines. The bidder will be responsible for periodically updating the historical violations and exemptions on web portal.

1.2.20. Incentive for higher clean transactions

- (a) In the event that the total number of clean ETC transactions done in any quarter exceeds 95% of the total number of transactions at the toll plaza, the Bidder shall be entitled to an additional revenue share of 0.5% of the total value of such clean ETC

transactions successfully settled during that quarter.

For the avoidance of doubt:

- i. "Clean ETC Transaction" shall refer to any toll transaction processed via FASTag and successfully settled through the NETC system of NPCI.
- ii. "Total Transactions" shall include all toll transactions at the plaza, including but not limited to those related to e-Notices, exempted vehicles, violation cases, and dispute cases, etc.
- iii. "Quarter" shall refer to the standard financial year quarter (i.e., April–June, July–September, October–December, January–March).

Illustration: If the system is declared Go-Live on 20th February 2025, the first quarter shall be considered as the period from 20th February 2025 to 31st March 2025.

- (b) The incentive shall be adjusted in the settlement of 3rd week cycle of the succeeding quarter after duly hosting the reconciliation report on the web portal.

1.2.21. Change of Scope

- a) Bank shall be entitled for additional payment over and above the revenue share only in case of Change of Scope order is given by IHMCL. Change of Scope will be initiated in the following cases only after written instructions from IHMCL or its representative:
 - i. Installation of MLFF Solution at any other location/ toll plaza other than mentioned in Schedule-A. For avoidance of doubt, any variation in quantity(ies) of gantries, equipment, support system, OFC, Civil/Mechanical Works, Software/Hardware etc. of MLFF tolling solution or any software/App upgradation works mentioned in Schedule-C to meet the scope of work and SLA parameters shall not constitute any Change of Scope.
- b) The estimate of any Change of Scope Work due to the condition mentioned above shall be derived as per mutually agreed terms based on Good Engineering Practice.
- c) Upon receipt of written instruction from IHMCL or its representative, the bank shall submit the Change of Scope proposal within 15 days duly including the estimate, design drawing of the work along with functional and technical specifications and time required for completion of the additional work, to IHMCL or its representative for issue of the Change of Scope Order.

1.2.21.1. Change Control Note (CCN)

- a) This applies to and describes the procedure to be followed in the event of any proposed change to contract, site Implementation, and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services provided by Successful bidder and changes to the terms of payment.
- b) Change requests in respect of the contract, the site implementation, or the Service levels shall emanate from the Parties' representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control

Process. CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the IHMCL.

- c) Successful bidder and Authority while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required.
- d) The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.

1.2.22. Project Administration

The Project Director of Concerned Project Implementation Unit (PIU) of NHAI shall be administrator of the Contract. COO, IHMCL shall act as coordinator, who will be responsible for the coordination of activities under this Contract Agreement. For acceptance and finalization of the services and of other deliverables IHMCL/NHAI may appoint a Supervision Consultant or any official of IHMCL/NHAI to act on its behalf.

1.2.23. Audit

- i. IHMCL/NHAI at its sole discretion may conduct regular /forensic audit of the services under this Contract Agreement. The Bank shall cooperate and provide all required documentation, access to IT system during such audit, failing which, it shall be considered as breach of Contract Agreement on part of Bidder under Clause No. 1.2.32(p).
- ii. NHAI/IHMCL reserves the right to install or appoint any third party to install additional infrastructure, such as a separate gantry, cameras, or any other equipment, to facilitate third-party audits. This infrastructure may be deployed to independently verify data, monitor operations, or ensure compliance with service level agreements (SLAs). The successful bidder shall provide all requisite support to the third-party facility such as Power, Integration with successful bidder solution etc. without any additional cost to NHAI/IHMCL.

1.2.24. Fraud and Corruption

1.2.24.1. Definitions

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

- i. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution.
- ii. "Fraudulent practice" means a misrepresentation or omission of facts to influence a procurement process or execution of a contract with IHMCL; and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices

at artificially high or non-competitive levels and to deprive IHMCL of the benefits of free and open competition.

- iii. "Collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of IHMCL, designed to establish prices at artificial, non-competitive levels.
- iv. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.
- v. "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was not agreed to; and
- vi. "Restrictive practices" means forming a cartel or arriving at any understanding or arrangement among bidder(s) with the objective of restricting or manipulating a full and fair competition in the bidding process.

1.2.24.2. Measures to be taken by IHMCL.

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

1.2.25. Confidentiality of the Assignment/Findings

- (a) During the term of this Contract Agreement and for three years following its expiration or termination, the Bidder shall not divulge or authorise the disclosure of the services, this Contract Agreement, or the business or operations of IHMCL to a third party without IHMCL's prior written consent. This excludes its agents, consultants, or sub-contractors (SI) who require the information for the purpose of performing its duties under the Contract Agreement. The Bidder must ensure that such agents, consultants, or sub-contractors (SI) are bound to preserve the complete confidentiality of any Proprietary and Confidential Information of IHMCL.
- (b) The Bidder and its personnel shall use such Proprietary Information only for the purpose for which it was disclosed and shall not use or exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of the IHMCL. Without limitation of the foregoing, Bidder shall not cause or permit reverse engineering of any Proprietary Information or recompilation or disassembly of any information or software programmes that are part of the Proprietary Information received by it under this Contract Agreement. For the purposes of this Contract Agreement - Proprietary

Information shall include, but not be limited to, strategies, official secrets, actual and anticipated research, developments or plans, services, software, source codes, inventions, processes, discoveries, formulas, architectures, concepts, ideas, designs, drawings, personnel, financial information, demonstrations, operations, records, assets, technology, data, and information derived, whether existing or derived or analysed out of the information made available to the Bidder in the form of raw data or reports, in any form whatsoever.

- (c) The Bidder alone shall be responsible for ensuring the maintenance of confidentiality as contemplated above and shall be responsible for employing sufficient measures to prevent any unauthorised access to the Proprietary Information.

1.2.26. Insurance cover to be maintained.

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

1.2.27. Labour Laws

- (a) The Bidder shall obtain all relevant labor registrations and comply with all relevant labor laws applying to its employees and shall duly pay them and afford them all their legal rights.
- (b) The Bidder shall make all deductions of tax at source and all contributions to the Payment of Gratuity, Provident Fund (including Employees' contribution) and Employees' State

Insurance Scheme as may be required by Applicable Laws and deposit the aforesaid contributed amount with the appropriate authority/(s).

- (c) The Bidder shall require all personnel engaged in the work to obey all Applicable Laws and regulations. The Bidder shall permit the Authority to witness labor payments for the Bidder direct labor or the sub-contractors'(SI) labor. The Bidder shall ensure that all its sub-contractors (SI) strictly comply with all labor laws.
- (d) Documentary evidence confirming the above compliance, as may be required from time to time, shall be provided to the IHMCL's Representative.
- (e) IHMCL shall not be liable for any delay or default of the Bidder in compliance with the labor laws.

1.2.28. No partnership

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

1.2.29. Intellectual Property Rights

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

1.2.30. Force Majeure Events

1.2.30.1 Definition

Force Majeure event means an event or circumstances or a combination of events and circumstances referred to in this clause which has occurred for 7 (seven) or more consecutive calendar days and which are beyond the reasonable control of the Party or Parties to this Contract under which could not have prevented or reasonably overcome with the exercise of its reasonable skill and care in relation to performance of its obligations pursuant to this Contract and which are of the nature, without limitation of those described below:

- i. **Prolonged Transporter Strikes:** Publicly declared strike by registered and recognized association of transporters, impacting toll revenue collection.
- ii. **Natural Disasters:** Occurrence of floods, earthquakes, or other natural calamities that have a material adverse impact on the performance of obligations of the parties thereof.

- iii. **War, Terrorism, or Civil Unrest:** Act of war, invasion, armed conflict or act of foreign enemy. unexpected call up of armed forces, blockade, embargo, revolution, riot, terrorism or act of such threat, or any other political or social event having material adverse impact on the performance of obligations of the parties thereof.
- iv. **Change in law:** Any change in law resulting impacting toll revenue collection due to reasons beyond the control of the Successful Bidder/ Acquirer Bank.
- v. **Judicial Orders:** Any decision or order of a competent court or tribunal, which has a material adverse impact on the performance of obligations of the parties thereof.
- vi. **Suspension of Traffic:** Suspension of traffic on the said section of National Highway/ said bridge or any part thereof, impacting toll revenue collection due to reasons beyond the control of the Successful Bidder/ Acquirer Bank.
- vii. **Diversion of Traffic:** Any diversion of traffic, including but not limited to diversions ordered/implemented by local authorities, NHAI or State/Central Government impacting toll revenue collection due to reasons beyond the control of the Successful Bidder/ Acquirer Bank.
- viii. **Pandemic or Epidemic:** Any pandemic or epidemic declared by the Government of India, which has a material adverse impact on the performance of obligations of the parties thereof.

1.2.30.2 Notification and Obligations of the Affected Party

Upon the occurrence of a Force Majeure Event, the Affected Party:

- i. Shall notify the other Party in writing within seven (7) calendar days of the occurrence of the Force Majeure Event, detailing the nature of the event, the obligations affected, and the expected duration of impact.
- ii. Shall take all reasonable steps to mitigate the effects of such an event at its own cost and resume performance of its obligations as soon as possible.
- iii. Shall provide periodic updates on the status of the event and the expected resolution timeline
- iv. Notwithstanding anything contrary specifically stated in this Contract, no party shall be relieved of its obligations under this Contract by reason of impossibility of performance or any other circumstance not beyond its control.

1.2.30.3 Consequences of Force Majeure

- i. Upon occurrence of such Force Majeure Event, the Affected Party shall immediately take reasonable steps to remove the causes resulting in Force Majeure if within its control and mitigate the effect thereof. Any costs incurred and attributable to such an event or its resolution shall be solely borne by the Affected Party.
- ii. The Force Majeure Period shall commence when the Revenue Share of the Bank falls below 50% of the Revenue Share of the corresponding day in the previous year, escalated by 5%.

- iii. The Force Majeure Period shall cease to exist on the day when the Revenue Share of the Bank reaches at least 50% of the Revenue Share of the corresponding day in the previous year, escalated by 5%.
- iv. The Affected Party may claim an extension of the Contract Period as per Clause 1.2.30.4, subject to the following conditions:
 - a. If the Force Majeure period occurs within 365 days (1 year) of Go-Live, there shall be no extension of the Contract Period.
 - b. There shall be no extension of the Contract Period if the period between the commencement of the Force Majeure event (when Revenue Share falls below 50% of the corresponding day of the preceding year escalated by 5%) and the cessation of the Force Majeure event (when Revenue Share exceeds 50% of the corresponding day of the preceding year escalated by 5%) is less than seven (7) calendar days.

1.2.30.4 Compensation for Force Majeure

- i. The Successful Bidder/Acquirer Bank shall be entitled to invoke this clause by providing written notice to NHAI, specifying the nature and impact of the Force Majeure Event, as per the procedure mentioned in Clause 1.2.30.2.
- ii. In the event that a Force Majeure claim is deemed valid under the above conditions, the Successful Bidder/Acquirer Bank shall be entitled for extension in the Contract Period by a period equal to the duration of the Force Majeure period, subject to fulfilment of Clause 1.2.30.3.

Illustration of Force Majeure Event

Scenario: There occurs a transporter strike, leading to significant decline in toll revenue collection. As a result, the Acquirer Bank's Revenue Share drops below the threshold specified in Clause 1.2.30.3.

Step 1: Notification- The Acquirer Bank notifies IHMCL & NHAI in writing within seven (7) calendar days of the lockdown being imposed, specifying the impact on toll revenue and estimating the period of disruption.

Step 2: Mitigation Efforts- The Acquirer Bank shall take all reasonable steps to mitigate the effects of such an event at its own cost and continues performance of its obligations under the contract.

Step 3: Periodic Updates- The Bank provides periodic updates to IHMCL & NHAI on the revenue status, measures taken, and projected recovery timeline.

Step 4: Consequences & Compensation

- Assuming the Go-live **Feb 15, 2024** and assume Revenue Share on **March 1, 2024** (corresponding day of the previous year) was **₹10 lakh**. Applying a 5% escalation, the threshold for **March 1, 2025** would be **₹10.5 lakh**.
- Due to the Force Majeure event, the actual Revenue Share on **March 1, 2025** drops to **₹5 lakh**, which is below 50% of ₹10.5 lakh (i.e., **₹5.25 lakh**). This marks the commencement of the Force Majeure Period.

- Over the next few days, revenue share remains below ₹5.25 lakh for each calendar day.
- On **March 10, 2025**, the revenue share reaches **₹8 lakh**, which is above 50% of the corresponding escalated revenue share. This marks the cessation of the Force Majeure Period.
- The total duration of the Force Majeure Period is **March 1, 2025, to March 10, 2025 (10 days)**, which exceeds the **7-day minimum requirement**.
- Since the Force Majeure Period lasted more than 7 calendar days and falls beyond 365 days of Go-Live, the Contract Period is likely to be extended by **10 days**.

1.2.31. Dispute Resolution

Dispute resolution procedure shall be as mentioned in Clause 6.6 of the RFP.

1.2.32. Events of default by the Bidder

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

- a. the Bidder fails to provide, extend, or replenish the Performance Security in accordance with this Agreement.
- b. the Bidder abandons or manifests intention to abandon the implementation or O&M of the Project without the prior written consent of the Authority.
- c. the Project Completion Date does not occur within the period specified in RFP Clause 1.2.12 for the Scheduled Completion Date, or any extension thereof accorded under Clause 1.2.12. point no 2.
- d. the Bidder fails to rectify any Defect, the non-rectification of which shall have a Material Adverse Effect on the Project, within the time specified in this Agreement or as directed by the Authority.
- e. the Bidder fails to complete successful SAT as per Clause 1.2.16.1.
- f. the Bidder creates any Encumbrance in breach of this Agreement.
- g. an execution levied on any of the assets of the Bidder, or if a trustee or receiver is appointed for the Bidder or for the whole or material part of its assets that has a material bearing on the performance of the Bidder under the Contract Agreement.
- h. the Bidder is adjudged bankrupt or insolvent, has been, or is in the process of being liquidated, dissolved, wound-up.
- i. the Bidder has been or is in the process of being amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect or would be in breach of the terms of the Contract Agreement.
- j. any representation or warranty of the Bidder herein contained which is, as of the date hereof, found to be false or that the Bidder is at any time hereafter found to be in breach or

non-compliance thereof.

- k. the Bidder submits to the Authority any statement, notice or other document, in written or electronic form, which contains false contentions/ information and can potentially adversely impact the Authority's rights, obligations or interests if accepted on its face value.
- l. the Bidder has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement.
- m. the Bidder commits a default in complying with any other provision of this Agreement if such a default causes a Material Adverse Effect on the Project or on the IHMCL.
- n. the Bidder fails to deposit the collected amount in NHAI bank account within timeline defined in Payment Terms.
- o. In case bidder fails to complete Hand Over Take Over (HOTO) activities during the contract period, as per Clause 1.2.36.
- p. The bidder's refusal to allow or failure to support the conduct of a forensic audit or IT system audit of their MLFF system.
- q. The bidder fails to submit Acquirer Bank certification under the FASTag NETC Programme from NPCI within 90 days from the date of issuance of Letter of Award (LOA).
- r. The bidder fails to meet SLA as mentioned in the Contract Agreement.
- s. Gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission, or other thing of value, as an inducement or reward:
 - i. for doing or forbearing to do any action in relation to the Contract, or
 - ii. for showing or forbearing to show favor or disfavor to any person in relation to the Contract, or
 - iii. if any of the Bidder's personnel, agents, or sub-contractors (SI) give or offer to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (o). However, lawful inducements and rewards to Bidder's Personnel shall not entitle termination.

1.2.33. Consequences of Default

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

- 1) Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the Bidder shall be obliged to comply with. The Bidder shall in addition take all available steps to minimize is resulting from such event of default.
- 2) Notwithstanding anything stated in this Contract Agreement, in the event of any defaults on part of the Bidder, IHMCL shall issue a notice to the Bidder (hereinafter referred to as Cure Period Notice) setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of Fifteen (15) days ("Cure Period") to enable such defaulting party to remedy the default committed. If the Bidder fails to cure the default within the Cure Period, as stated in the Cure Period Notice, the Bidder shall be deemed to be in default of this Contract Agreement, unless the default has occurred solely as due to Force Majeure or for reasons not attributable to the Bidder.

The Cure Period under this Clause shall be calculated from the date of receipt of the notice by the Bidder or when the default comes into the knowledge of the Bidder, whichever is earlier. If the Bidder fails to remedy the default after lapse of Cure Period notice, the contract is liable to be terminated by IHMCL.

- 3) In the event that the Authority issues a notice to the Bank pursuant to a breach of the Contract under Clause No. 1.2.32 of the Contract Agreement, the Bank shall be obligated to deposit the entire toll collected into the designated account of NHAI within T+1 working day. For the avoidance of doubt, from the date of issue of notice for the breach, the Bank's entitlement to revenue share and the 7-day float shall remain suspended until the breach is fully remedied to the satisfaction of the Authority. Furthermore, the Authority reserves the right to implement alternative tolling arrangements as necessary to safeguard its User Fee Revenue.

1.2.34. Termination

- (a) Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Bidder Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Acquirer bank; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Acquirer bank of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Bidder to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.
- (b) Notwithstanding the above, IHMCL at its sole discretion may terminate the Contract Agreement any time by giving 30 days prior notice without assigning any reason.
- (c) Nothing herein shall restrict the right of the IHMCL to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the IHMCL under this Agreement and/or the Applicable Law.

1.2.35. Consequence of Termination

1. Upon Termination on account of Clause 1.2.34 (a):
 - i. the Authority shall encash and appropriate the Performance Security, Additional Performance Security if any.
 - ii. the Authority may debar/blacklist the successful bidder from participating in any other project/assignment/work of IHMCL for a period as determined by IHMCL at its sole discretion.
 - iii. the Termination of Contract as a consequence of default due to unsuccessful SAT shall be dealt in accordance with Clause 1.2.16.2
2. Upon Termination on account of Clause 1.2.34 (b), the Authority shall make Termination Payment as under:
 - i. **During (05 Months Implementation period) + O&M Period (60 months) :**
 - I. Depreciated value of the equipment(s) and shall take into possession the installed

equipment(s). In such a case the depreciating cost of the equipment shall be calculated as below:

- a) The depreciation value of the indicated equipment in Form F-2 of the financial bid shall be reduced by 20% every year to the rate mentioned for the respective items, subject to the provision of Note 3 of Form F-2.
- b) If the unit cost of any equipment is Rs. 100/-, after 1 year, the depreciated cost of the equipment remains Rs. 80/-. Similarly, after the 2nd year, the cost of equipment remains Rs. 60/-, after the 3rd year, the cost of equipment remains Rs. 40/-, after the 4th year, the cost of equipment remains Rs. 20/-, and after the 5th year, the cost of equipment remains Rs. 0/-.

ii. During O&M Period (Above 66 to 84 months)

- I. The Bidder expressly agrees that Termination Payment shall constitute a full and final settlement of all claims of the Bidder on account of Termination of this Agreement and any other payment payable with respect to the Contract Agreement. The Bidder undertakes that it shall not have any further right or claim under any law, treaty, convention, contract, or otherwise, arising out of or in connection with the Contract Agreement.
3. Upon Termination, the Bidder shall handover all reports, all applicable photographs, videos and all other data generated in readable format as per the provision of entire MLFF based tolling system data facility including all data, backup data and any other material / document set forth in this Agreement, to IHMCL or its representative in running condition

1.2.36. Handing over and taking over

- a) After the expiration of the Maintenance Period stipulated in the Contract Agreement and any extensions thereof, the Bidder shall hand over the gantries in a good, workable, and painted condition as per the conditions outlined in the RFP.
- b) After the expiry of the Maintenance Period set forth in the Contract Agreement and any extension thereof, the bank shall handover entire facility in good working condition, reports, all applicable photographs, videos and migration of all other data generated in readable format as per the provision of entire MLFF based tolling system data facility including all data, backup data and any other material / document set forth in this Agreement, to IHMCL or its representative in running condition.

1.2.37. Survival of rights

Notwithstanding anything to the contrary contained in this Contract Agreement, any Termination pursuant to the provisions of this Contract Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, security deposits, and other rights and remedies which it may have in law or contract.

1.2.38. Indemnification

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

1.2.39. Compensation for default by the Bidder

- 1) In the event of the Bidder being in breach of this Contract Agreement, unless such default or delay is on account of Force Majeure or through no fault of the Bidder, the Bidder shall pay to IHMCL, all direct costs suffered or incurred by IHMCL because of such breach, within 30 days of receipt of the demand supported by necessary particulars thereof.
- 2) The Bidder shall pay to IHMCL all direct costs suffered or incurred by IHMCL incurred because of all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, such as fees and expenses incurred), joint or several, that arise out of, or based upon:
 - (i) Any untrue statement or misrepresentation of a material fact provided by the Bidder or an omission to state a material fact required to be communicated.
 - (ii) Any non-performance or breach of the roles, responsibilities, representations, warranties, undertakings and declarations contained herein by the Bidders or its

directors, employees, personnel or representatives.

- (iii) Negligence, fraud or misconduct of the Bidder or any of its employees, agents, affiliates or advisors.

1.2.40. Cap on Liability of Parties

- a) Subject to Clause 1.2.40 (b), the aggregate liability of Bank (and its Affiliates) to the IHMCL for any Losses arising in connection with this Agreement, whether based upon an action or claim in contract, tort (including negligence), misrepresentation, equity or otherwise (including any action or claim arising from the acts or omissions of the Bank (or, as the case may be, its Affiliate)) shall not exceed the Performance Security or an amount equal to the Charges for Services paid to the Bank under the Agreement till the date of such event, whichever is higher.
- b) The limitation described in Clause 1.2.40 (a) above will not apply to (i) Bank's obligations under Clauses 1.2.25 [Confidentiality of the Assignment/Findings] or 6.7 [Indemnity].
- c) Bank has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the IHMCL pursuant to signing of the resultant Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

1.2.41. Representation and Warranties of the Bidder

The Bidder declares, represents, and warrants as follows:

- 1) It is duly organized and validly existing under the laws of India and has full power and authority to execute and perform its obligations under this Contract Agreement and to carry out the works and provide services contemplated hereby.
- 2) It has taken all necessary corporate actions under Applicable Laws to authorize the execution and delivery of this Contract Agreement and to validly exercise its rights and perform its obligations under this Contract Agreement.
- 3) It has obtained all necessary internal/external approvals, registrations and certifications required from relevant authorities and other entities for fulfilling its obligations as set out in this Contract Agreement.
- 4) It has not violated any of the conditions subject to which such approvals, registrations and certifications have been granted or any other applicable regulations and / or guidelines or directives or statutes.
- 5) It shall ensure that such approvals, registrations and certifications will remain in force, including, by taking prompt steps for timely renewal of the same.
- 6) It undertakes to continue to comply with all Applicable Laws with respect to its roles / obligations under this Contract Agreement.
- 7) There are no actions, suits, proceedings, or investigations pending before any court or before any other judicial, quasi-judicial or other authority, the outcome of which

may result in the breach of this Contract Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Contract Agreement.

8) Deleted

- 9) No representation or warranty by the Bidder contained herein or in any other document furnished by it to IHMCL in relation to Applicable Laws contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.
- 10) No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Bidder, to any person by way of fees, commission or otherwise for securing the award of this Contract Agreement or for entering into this Contract Agreement or for influencing or attempting to influence any officer or employee of IHMCL in connection therewith.

1.2.42. Exit Management

1. The bidder shall submit a structured & detailed Transition and Exit Management plan to IHMCL along with the bid.
2. At the end of the contract period or during the contract period, if any other agency is identified or selected for providing services related to the scope of work, the bidder shall ensure that a proper and satisfactory handover is made to the other agency.
3. All risk during transition stage shall be properly documented by the bidder and mitigation measures shall be planned to ensure a smooth transition without any service disruption.
4. The bidder must ensure that no end of support products exist at time of transition.
5. The bidder must provide notice 06 (six) months in advance before starting the exit management activities.
6. The transition & exit management period will start 6 (six) months before the expiration of the contract. The bidder will provide shadow support for at least three months and secondary support for an additional three months before the end of the O&M period or termination of the contract or mutually exit, as applicable at no additional cost to IHMCL. In case of termination, the exit management period will start from effective date of termination, or such other date as may be decided by IHMCL but no later than 3 months from effective date of termination.
7. Closing off all critical open issues as on date of exit. All other open issues as on date of Exit shall be listed and provided to IHMCL.
8. The bidder shall provide all necessary knowledge transfer and transition support. The deliverables are indicated below:
 - a) Updated transition plan on periodic basis
 - b) Complete documentation for the entire system handed over to the IHMCL /identified agency.

- c) Handover of all AMC support related documents, credentials etc. for all OEM products supplied/maintained in the system.
 - d) Handover of the list of complete inventories of all assets created for the project.
 - e) Assisting the new agency/ IHMCL with the complete audit of the system including
 - f) Detailed walk-throughs and demos for the solution.
 - g) Handover of all data generated during the contract period, along with project documentation, including images, videos, and other applicable materials, shall be provided to IHMCL at no additional cost.
 - h) Knowledge transfer of the system to IHMCL to the satisfaction of the prescribed conditions per the specified timelines.
9. The bidder shall be released from the project once successful transition is completed by meeting the parameters defined for successful transition.
10. Any new gantry constructed by the bidder under this project shall be handed over to IHMCL along with all civil works, electrical fixtures in a good, workable, and painted condition as per the conditions outlined in the RFP.

Schedule-A: Site of the Project

1. The Site

- a) **Site 1:** Site of the Eight Lane Project Highway comprises the section of National Highway stretch from Km.-0+600 to Km.28+460 (Dwarka Expressway) of National Highway No. NH248-BB in the State of Delhi & Haryana Border. The toll plaza location is at chainage Bijwasan (KM 9+050) as described in Annex-I of this Schedule-A.
- b) **Site 2:** Site of the Six Lane Project Highway comprises the section of National Highway stretch from Delhi to Jaipur section of National Highway No. NH-48 in the State of Delhi & Haryana Border. The toll plaza location is at Panchgaon as described in Annex-I of this Schedule-A.

1.1. Annex – I (Schedule-A)

1.1.1. Toll Plaza /MLFF Control Centre Location

The Site of the Project Highway comprises the proposed Toll Plaza described in Table A-1.

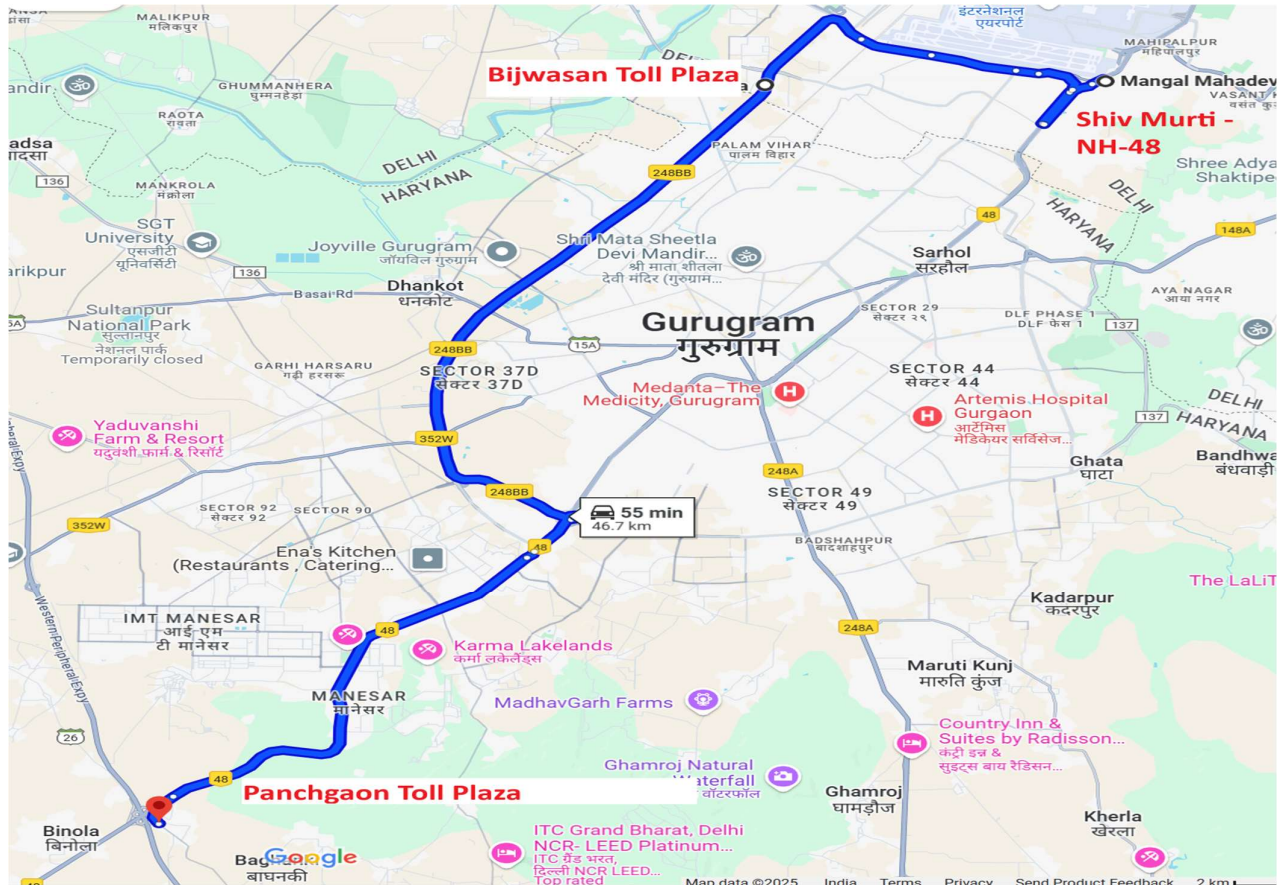
Table-A-1			
Location of Toll Plaza	Total Lanes	Location of Control Centre	Remarks
Bijwasan Toll Plaza At Km 9+050 of NH-248 BB	34	At Bijwasan Toll Plaza	Available at toll plaza
Panchgaon Toll Plaza At NH-48	12	At Panchgaon Toll Plaza	Under construction at Panchgaon toll plaza

The toll plaza at both the locations constructed as per NHAI Policy Circular No. 17.5.82 dated 24th May 2021.

RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow
(MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza

1.1.2. Appendix A-1

Index map of Project Highway



Schedule – B

1. Development of the MLFF based tolling facility.

a) About the MLFF based Tolling Project

- i. The Authority has envisaged implementation of MLFF system on the project to reduce travel time, make road-travel efficient & sustainable, and enable stress-free travel by adoption of Integrated MLFF System on Bijwasan and Panchgaon Fee Plaza.
- ii. The MLFF system will consist of field equipment and sensors mounted on gantries, which will capture the necessary information from passing vehicles. This data will be transmitted to the NETC payment ecosystem for the deduction of the user fee.
- iii. The Successful bidder/bank is required to Design, Develop, Test, Commission, Operate and Maintain the Multi Lane Free Flow (MLFF) based tolling system at both fee plazas detailed in Schedule A along with user fee calculation and seamlessly integrating it with the bank's acquiring platform as part of the project to provide all the services as defined by IHMCL and NPCI for Acquiring bank. The proposed MLFF system must be developed as per Technical Specification Document circulated by IHMCL & NPCI and enable real-time processing of all vehicle transactions at MLFF gantry while also connecting with NPCI system (NETC Switch and NETC Mapper) to accurately calculate toll fares and process payments efficiently. The MLFF system must also detect all cases of violation of failure to pay user fee by vehicle users and seamlessly integrate with NPCI, and other external system for e-Notice management as per process flow defined in the RFP.
- iv. The system should comply with all applicable NETC Procedural Guidelines (PG document) as well as Interface Control Document (ICD) rules of NPCI & IHMCL as updated from time to time.
- v. The MLFF System shall be provided with functional and technical specifications specified in the Schedule-C and shall be operated and maintained throughout the contract period.
- vi. The successful bidder/bank must implement and commence the MLFF system services without disrupting ongoing toll operations or causing any revenue loss to the toll collection agency until the MLFF system goes live. Additionally, the bidder must ensure the proper migration of all databases from the existing TMS before transitioning to the new MLFF system. The bidder must also ensure that the existing equipment and electrical appliances currently used by toll agencies/SIs are taken over for use only after the MLFF system goes live, following a proper handover and takeover process without disrupting current toll operations.
- vii. The user fee of both fee plazas shall be calculated as below:

Fee Plaza	Journey Type	Time Duration	Applicable User Fee
Panchgaon fee plaza	Single	Any	Single fare
Bijwasan fee plaza	Single	Any	Single fare

Fee Plaza	Journey Type	Time Duration	Applicable User Fee
Panchgaon fee plaza	Return (same fee plaza)	24 hours	1.5 times of single fare
Bijwasan fee plaza	Return (same fee plaza)	24 hours	1.5 times of single fare
Entry at Panchgaon Fee Plaza and Exit at Bijwasan fee plaza	Single	24 hours	Single journey fare of Panchgaon fee plaza + Difference of Single journey user fee between Bijwasan Fee plaza and Panchgaon Fee plaza
Entry at Bijwasan fee plaza and Exit at Panchgaon Fee Plaza	Single	24 hours	Single journey fare amount of Bijwasan fee plaza. No user fee shall be charged at Panchgaon fee plaza.

b) Development of the Multi Lane Free Flow (MLFF) based Tolling Project

- i. Through this RFP, IHMCL seeks to select a certified Acquirer Bank to acquire all ETC transactions at public-funded toll plazas using Multi Lane Free Flow technology. The successful bidder/bank will be responsible for all roles as defined in the Procedural Guidelines – National Electronic Toll Collection Network (latest version) issued by NPCI, and any subsequent guidelines/circulars issued by NHA/IHMCL/NPCI/MoRTH.
- ii. The Scope of Project includes Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance of Integrated Multi Lane Free Flow (MLFF) System at Bijwasan and Panchgaon Fee Plaza as described in this Schedule-B and in Schedule-C

c) The Bidder shall develop :

- i. At Panchgaon Fee Plaza:

The Bidder/Bank shall implement the Multi-Lane Free Flow (MLFF) system across a total of Twelve (12) lane at Boothless Gantry based Tolling plaza at Panchgaon fee plaza on NH-48. Of these, Eight (08) lanes shall be operational and dedicated exclusively for tolling operations. The remaining four (4) lanes shall be designated as **standby/redundant lanes**, intended to function as reserve capacity for business continuity.

ii. At Bijwasan Fee Plaza on Dwarka Expressway:

The Bidder/Bank shall implement the Multi-Lane Free Flow (MLFF) system across a total of sixteen (16) lanes at Boothless Gantry based Tolling plaza at Bijwasan fee plaza on Dwarka Expressway. Of these, twelve (12) lanes shall be operational and dedicated exclusively for tolling operations. The remaining four (4) lanes shall be designated as **standby/redundant lanes**, intended to function as reserve capacity for business continuity. The remaining lanes, other than those designated for tolling operations and standby usage, shall be closed by NHAI upon the successful commissioning of the MLFF system. The Bidder/Bank shall ensure that these non-designated lanes remain closed, physically secured, and are not used for any tolling or traffic operations during the contract period, unless expressly authorized in writing by the Authority.

d) **Control Center**

- i. Separate Command and Control Centre need to be set-up for both the fee plazas provided in Schedule A.

ii. **MLFF Server:**

- a. The successful bidder/acquirer bank shall ensure the setup of a MLFF Server at each Control Centre. The MLFF server will be interconnected with the gantries/plazas of that location. Both local MLFF servers should be integrated with each other to facilitate seamless data sharing, transaction pairing, and processing as per applicable toll notification. Alternatively, the bidder may opt to provide Central/Master MLFF system services through cloud-based servers empaneled with the Ministry of Electronics and Information Technology (MeitY), integrated with both MLFF server ensuring that the cloud-based platform offers high configurability, customization, scalability, and a robust solution.
- iii. The Successful bidder/Acquirer Bank shall ensure that necessary audit and validation of transactions are carried out either at both the Control Centre locations or at a central location, ensuring the accuracy of data audit and validation. The system should include provisions for viewing transactions, images, videos, etc., to ensure the correctness of the validation process and support comprehensive transaction verification.
- iv. The Bidder shall ensure to provide two (02) dedicated lease line internet connections (Primary and Secondary) with a minimum bandwidth of 1 Gbps for seamless communication with the MLFF system at both plaza locations.
- v. MLFF based sensors / smart devices on field and integrating, analyzing data shall be received from these field devices / sensors at a Control Center (CC). The Application System and Field Devices as part of the MLFF project should have provision to share necessary data with the central application software at Dashboard and CC so that more informed decisions and Audit can be taken at the CC for Highways management or during enforcement of revenue.

- vi. CC shall have 3 major functional areas namely Command and control with monitoring, manual validation and audit of transactions with low accuracy and generation of cases for issuance of e-Notice to toll violators with all data and evidences.
- vii. A separate team of staff shall be dedicatedly working on the manual validation and audit process for which the ANPR camera & RFID readers had less accuracy or confidence level to initiate the ETC transaction at the gantry application level. The staff shall be using the evidence from the system generated from the gantry end and validate the correct transaction of the vehicle.
- viii. To ensure the operation quality and system performance, the team should design in two levels of resources plan for 24*7 operation. Operations and Maintenance will be segregated into two parts:

Level I. Real-time Facility Monitoring Center (Remote)

- a. Control and Monitoring module shall be a tool to check and monitor and control the real-time health status of gantry equipment.
- b. CC operators shall get an alert on the module if any device is down or not connected to the network.
- c. GUI of this module should represent all the devices connected to the gantry and Server and their health status including network status.
- d. Operator for complete the transaction validation will be bidder/bank scope as per their requirement to fulfil the 24*7 operation of transaction at CC.
- e. As MLFF Gantry system is man less operation. Thus, the team should keep all equipment monitored by 24*7 Online through Control Center. When the alerts will come out, the issues will be handled by online setting remotely. If the issues can't be solved, the system should notify the Level II onsite engineers and request for corrective maintenance.

Level II. 24*7 of Front-end O&M Locations (on site)

- a. When the Level I operation mechanism will not fix the issues remotely, the alerts should be sent to onsite engineers. They will check and correct the issues at the gantries and Control Centre, ensuring compliance with the defined Service Level Agreement (SLA) in Clause 10 of Schedule-B.

2. Operations & Maintenance of the MLFF based Tolling System (Refer detailed roles and responsibilities in Section 8 below)

a) Operations Activities:

1. Data Management:

- i. Transaction Records: Maintain detailed records of all toll transactions for auditing and reporting purposes.
- ii. Compliance Reporting: Generate reports to comply with regulatory requirements and provide insights for traffic management.

2. Customer Support:

- i. For issuance of Plaza Specific Discount Pass .
- ii. Point-of-Sales (POS) for sale of FASTag and
- iii. Assistance in payment of e-Notice payments

b) **Maintenance Activities:**

1. System Infrastructure:

- i. Equipment Upkeep: Regular maintenance of RFID readers, cameras, and other tolling equipment to ensure optimal performance.
- ii. Software Updates: Implement updates and patches to the MLFF system software to enhance functionality and security.

2. Network Management:

- i. Connectivity Monitoring: Ensure continuous and reliable network connectivity for real-time data transmission.
- ii. Troubleshooting: Address and resolve any technical issues promptly to minimize system downtime.

3. Security Measures:

- i. Data Protection: Implement robust security protocols to protect financial and personal data from cyber threats.
- ii. Fraud Prevention: Monitor transactions for any fraudulent activities and take necessary actions to prevent them.

4. Performance Monitoring:

- i. System Audits: Conduct regular audits to assess the performance and reliability of the MLFF system.
- ii. Feedback Mechanism: Collect and analyze feedback from users to identify areas for improvement and implement necessary changes.

c. By efficiently managing these operations and maintenance activities, the acquirer bank ensures the MLFF system operates smoothly, providing a seamless tolling experience for vehicle owners and contributing to better traffic management.

d. **STQC and CERT-In Certification:** The Bidder shall be required to carry out STQC certification of its MLFF software within 6 months from the date of completion SAT. Further the Bidder shall be required to conduct CERT-In certification of its MLFF software every year post Go-Live of the MLFF.

3. **Toll Collection from the MLFF system**

a. **Transaction Processing for settled and non-settled transactions:**

1. **Real-Time Toll Collection:** All Clean transactions shall be settled in line with the Procedural Guidelines of the NETC programme, Interface Control Document (ICD) and Other Technical Specification Document as issued by IHMCL / NPCI from

FASTag programme and amended from time to time.

2. Violation Management: As per e-Notice module as detailed at Schedule B.

b. Toll Collection:

The Toll collection shall be done through high performance ANPR – FASTag based MLFF system as mentioned in Schedule B & C.

c. Rate of User Fee:

1. The bidder/bank shall collect User Fees through MLFF based tolling as per the provisions of the National Highways Fee (Determination of Rates and Collection) Rules, 2008 as amended from time to time, and the toll fee notification of the plaza at such rates only and from such vehicles only as have been notified by the Central Government for the use of the said Section of the National Highway and in strict compliance with the provisions of the notification.
2. The bidder/bank specifically undertakes not to claim during continuity of the Contract any change including addition, deletion and change in the classification mentioned or the rate of User Fee specified in the Notification referred above.
3. The bidder/bank shall not be allowed to make its own interpretation about a particular type of vehicle attracting a particular rate to charge a higher rate from a particular type of vehicles. The decision of the Authority on such matter shall be final and binding.
4. Deleted
5. The Acquirer bank shall be responsible for conducting thorough due diligence to evaluate the project's potential and sustainability. This process includes, but is not limited to, carrying out detailed traffic surveys, site visits etc. to assess the estimated volume of traffic and estimate the potential revenue.

d. Change in the Rate of User Fee

1. The User Fee shall be subject to revision every year in terms with Rule 5 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008 as amended from time to time.
2. The proposal on the revised User Fee with the supporting calculations shall be submitted by the bidder/bank to concerned NHAI PIU at least 7 days prior to the actual applicable date. NHAI will give approval within 7 days. Delay in submission of proposal shall be considered as material breach.

e. Display of Rate of User Fee and User Fee Notification:

1. The rates of User Fee, the categories of vehicles exempted from payment of User Fee and the name, address, and telephone number of the Authority to whom complaints, if any, should be addressed, shall be conspicuously and prominently displayed at the existing display board at the toll plaza. The height of the display boards and size of letters being such that it is easy for drivers to read. The display boards shall be provided by the Authority.
2. The bidder/bank shall also display, a copy of Notification in published by IHMCL,

appended to this Contract at a conspicuous place of the User Fee Plaza(s) for the information of the road users and the public and (ii) provide a copy of same to road user on demand upon payment of copying charges on a 'no profit no loss' basis.

f. Penalty for Failure to Pay Collected User Fee:

1. In case of delay in remittance of the User Fee of any instalment due under this Contract to the Authority beyond the due/specified day as mentioned above, the Authority shall levy penalty @ 0.2% per day for delay in remittance of payment. The bidder/bank will be required to pay the dues along with penalty within 3 working days of the specified day failing which the same will be adjusted from the Cash Performance Security. Cash Performance security shall be replenished by the bidder/bank within 3 working days from the date of such recovery. If the agency fails to replenish the performance security and clear the dues in the next 3 working days, the contract is liable to be terminated. Immediate/real time credit in the prescribed account after the completion of week,
2. For avoidance of doubt, if more than one remittance is delayed and the contractor deposits a lumpsum amount, this will be adjusted following First-in-First-out (FIFO) approach, i.e., the earliest instalment due shall be first adjusted along-with the applicable penal interest on the earliest remittance on that date and in similar manner the other remittances shall be adjusted. No further interest shall be applicable on the penal interest component. The penal interest shall be simple, i.e., it shall not be compounded.
 - (a) If the remittances outstanding including penal interest, if any, on ending of the contract is less than the cash performance security, then such amount shall be recovered from cash performance security, accounts will be settled, and balance securities will be released, and penal interest shall be levied only upto end date of contract. In case the contractor has not deposited the remittance of last week on ending of the contract period which is also to be adjusted from the cash performance security, then an additional penal interest @ 0.2% per day for 3 working days on the last week remittance shall also be levied.
 - (b) If the remittances outstanding including penal interest, if any, on ending of the contract are more than the cash performance security, then the dues to the extent of cash performance security will be adjusted as provided Para 2 above, following FIFO approach and the balance including penal interest shall be deposited by the bidder/bank.
 - (c) For avoidance of doubt, it is clarified that the end of contract period, the penal interest @ 12% p.a compounded annually only will be applicable on the balance remittances and the penal interest due as on end date of contract period, till payment of dues by the bidder/bank.

g. Operational Transparency

The bidder/bank shall be solely responsible for efficient and transparent working and management of User Fee collection at all times. The bidder/bank shall ensure the following:

- (i) All transactions including violations, and exemptions/concessions will be processed through MLFF System available at fee plaza. Furthermore, the deployment or usage of any alternate software/system for user fee collection, except for the MLFF through which FASTag transactions are processed, is strictly prohibited. Any instance of usage of such unauthorized software/system shall be treated as Fraudulent Activity and the bidder/bank, including its sub-contractor, employees, the Director(s) of such entities or owner, found practising such fraudulent activities will attract penal action as per relevant clause of the contract agreement including debarment from NHAI /IHMCL for a period up to (1) year.
- (ii) Lane IDs (wherever applicable) will be correctly mapped in transaction files and no fraudulent / unauthorized transaction shall be processed and hosted to Acquirer system.
- (iii) Valid users are to be added into the discount category through User fee Collection portal as provided by Acquirer Bank and ensure that such transactions shall process using FASTag only.
- (iv) No fraudulent/parallel system in lanes to process cash/exempt transaction.
- (v) Video recording system of toll plaza will be provided to Command Centre on 24*7 basis and is not mishandled.

4. Obligations of the Bidder/Bank

- a) To Design, Develop, Test, Commission, Operate and Maintain the Multi Lane Free Flow (MLFF) based tolling system as per the Contract Agreement
- b) To adhere to the SLA parameters given under the Contract Agreement
- c) Integration with NPCI and NIC system as per e-Notice Module
- d) Ensuring all equipment functioning 24x7x 365 and redundancy of all equipment to achieve uninterrupted operations.
- e) Maintaining high availability (HA) of servers, network, and bandwidth.
- f) The Acquirer Bank shall assess the quantity of spares/ consumables to meet the SLA clauses mentioned in the bidding documents and factor that as part of his Bid. It is the bidder/bank responsibility to maintain the minimum required spares at any given time to meet the SLA requirement at no additional cost to the Client. bidder/bank should keep minimum 10% spare parts of critical equipment at any given point of project execution.
- g) The bidder/bank shall ensure that the toll plaza, including its equipment, is powered primarily by the (raw power) grid and secondarily by UPS, DG sets, and other renewable sources. The secondary power sources must ensure seamless connectivity in case of grid power cuts. All electricity charges for both grid and secondary power sources shall be borne by the bidder/bank.
- h) Procurement of any software licenses and hardware required for implementation of the solution is the sole responsibility of the bidder/bank. IHMCL bears no responsibility towards the same or towards any consequence resulting from non-conformance or non-compliance. All software utilized must be duly licensed, legally procured, and

compliant with applicable licensing agreements; the deployment or use of unlicensed, pirated, or unauthorized software is strictly prohibited and shall constitute a violation of contractual and legal obligations.

- i) The bidder/bank specifically undertakes to abide by all the instructions issued by the Authority from time to time on operational matters and further agrees not to raise any dispute against the same including any additional cost that the Contractor may be required to bear to comply with such instructions.
- j) During the Contract Period, the contractor shall furnish to the Authority, within 7 (seven) days of completion of each month, a statement of User Fee substantially in the form as per monthly report provide in Clause 2.13, Schedule II (the “Monthly User Fee Statement”) of Schedule-C. Proper record is to be maintained at the plaza for the purpose of providing such information. The bidder/bank shall also submit such information sought by the Authority in such a format, as may be prescribed by the Authority from time to time.
- k) The bidder/bank undertakes the responsibility of the complete job of User Fee collection, upkeep/maintenance of adjacent Toilet blocks including recouping the consumable items maintenance of all records, maintenance of User Fee collection account, maintenance of vehicle type wise Traffic Data on shift to shift basis, maintaining the cleanliness of User Fee plazas/User Fee collection booths and surrounding area etc. and any other duty as may be assigned by the Authority from time to time.
- l) **Non-Disclosure Agreement (NDA):** The bidder shall be required to sign a Non-Disclosure Agreement (NDA) with IHMCL on a non-judicial stamp paper of appropriate value, as prescribed under the applicable laws of the jurisdiction. The NDA must be executed immediately after the award of work by IHMCL. It shall include provisions to ensure the confidentiality, integrity, and security of all data, information, and materials shared during the execution of the contract.
- m) The Bidder shall provide dedicated internet leased line connections with a redundant setup (Primary and Secondary) of at-least 1 Gbps as a minimum requirement at both the fee plazas, sourced from different Internet Service Providers, to ensure uninterrupted processing of transactions and video streaming at remote locations.
- n) To maintain operational transparency throughout the Contract Duration.

5. Right of Inspection:

- a) The Authority reserves the right to conduct checks including surprise checks at any time, to check/observe/witness the activities of the bidder/bank including the gantry and control center and to monitor or to ensure that any or all the activities are being carried out properly by the personnel deployed by the bidder/bank.
- b) The Authority may exercise any check/control to ensure discharge of various obligations by the bidder/bank under the Contract including but not limited to following:
 - i. Correctness of the User Fee charges recovered from users, including various discounts, as prescribed.

- ii. Maintenance of proper registers including those relating to collection of User Fee from different types of vehicles.
- iii. Weekly remittance of amount due from the bidder/bank by the prescribed day.
- iv. Checking data in electronic/soft form.
- v. Maintain the gantry and control center and its appurtenances by the bidder/bank at its cost and ensure that they are in good running condition.
- vi. Arrangements for lighting and water at Plaza location are in order.
- vii. There is no delay to the traffic due to procedure of collection of User Fee any blockage/hinderance to the passing vehicles, lane closure; and
- viii. Any other check or control as considered appropriate by the Authority including through its authorized representative.
- ix. Checking spare quantity at the plaza to maintain the SLA as mentioned in the Contract Agreement.

The above rights of inspection by the Authority also extends to the Toilet blocks handed over to the bidder/bank.

6. Cleanliness & Maintenance of Toilets, Control Center & Surrounding Areas

Bidder/bank shall be solely responsible for the Operation and Maintenance of the toilets surrounding areas as per requirements of NHAI, without requiring any supervision and interference of IHMCL whatsoever.

It is the responsibility of the Bidder/Bank to ensure Facility Management, safety and security of the command control center and associated premise / infrastructure / space allocated for the purpose of the project. Bidder/Bank should ensure appropriate deployment of manpower and resources to ensure the same throughout the contract period.

The timings of the said 'Toilets' to be operated, maintained and remain available for Highway Users 24x7x365.

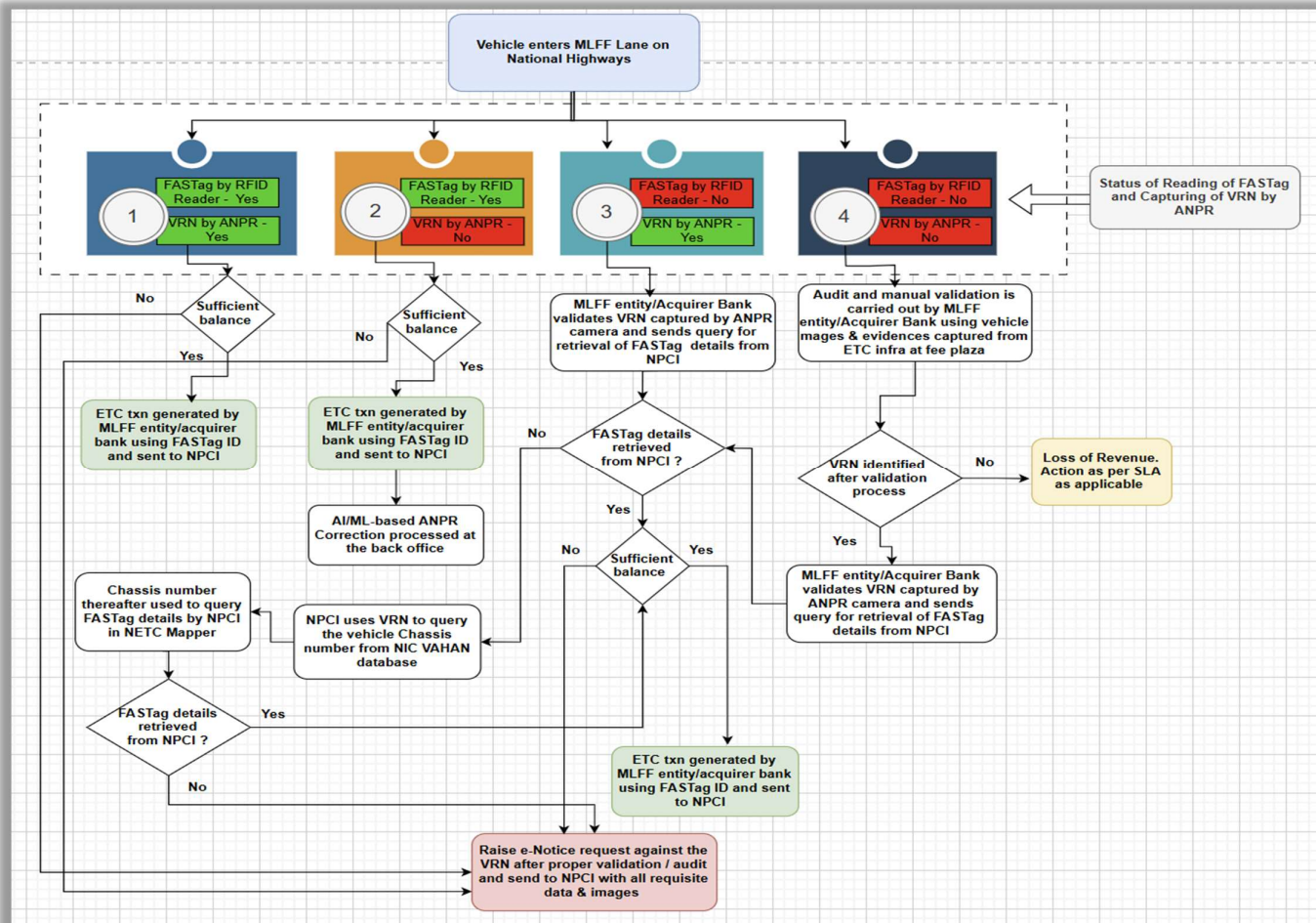
- i. The bidder/bank shall make necessary arrangements for supply chain management, store management and category management, solely at his own cost and risk.
- ii. The bidder/bank or its representatives shall not involve in any act or deed which may cause nuisance and/ or annoyance to IHMCL/NHAI or to Highway Users.
- iii. The bidder/bank shall take care of all fitting, fixtures and related accessories available at 'Toilets' and immediately after expiry of the period or on sooner termination and handover all fitting, fixtures and related accessories available at 'Toilets', without claiming any right, title or interest of any nature whatsoever in the "Toilet" or any part or portion thereof.
- iv. The bidder/bank arranges to provide adequate staff for Operations and maintenance activities and IHMCL shall not be responsible for any loss, theft or dacoity in relation to any of the activity relating to the 'Toilets'.
- v. The bidder/bank shall be solely responsible for maintenance and cleanliness of toilets.

- vi. The bidder/bank shall take care of disposal of all rubbish, garbage and keeping the premises neat and tidy and will be essential.
- vii. The bidder/bank shall be responsible for the availability of round the clock water supply and electricity for smooth and proper functioning of 'Toilets' and maintenance of surrounding areas.
- viii. The bidder/bank shall be liable to follow the obligations of the operation and maintenance pointed out by IHMCL or any of its representatives from IHMCL/NHAI found out during routine inspections.
- ix. The bidder/bank shall conduct a regular maintenance program in place for toilet/washroom cleaning to maintain the facilities in a clean, working condition.
- x. The bidder/bank shall ensure that cleanliness and maintenance of Control Center, plaza building and its surrounding areas at the site is maintained on regular basis. Ensuring every facility should be in place at site such as water facilities.

7. E-Notice Module:

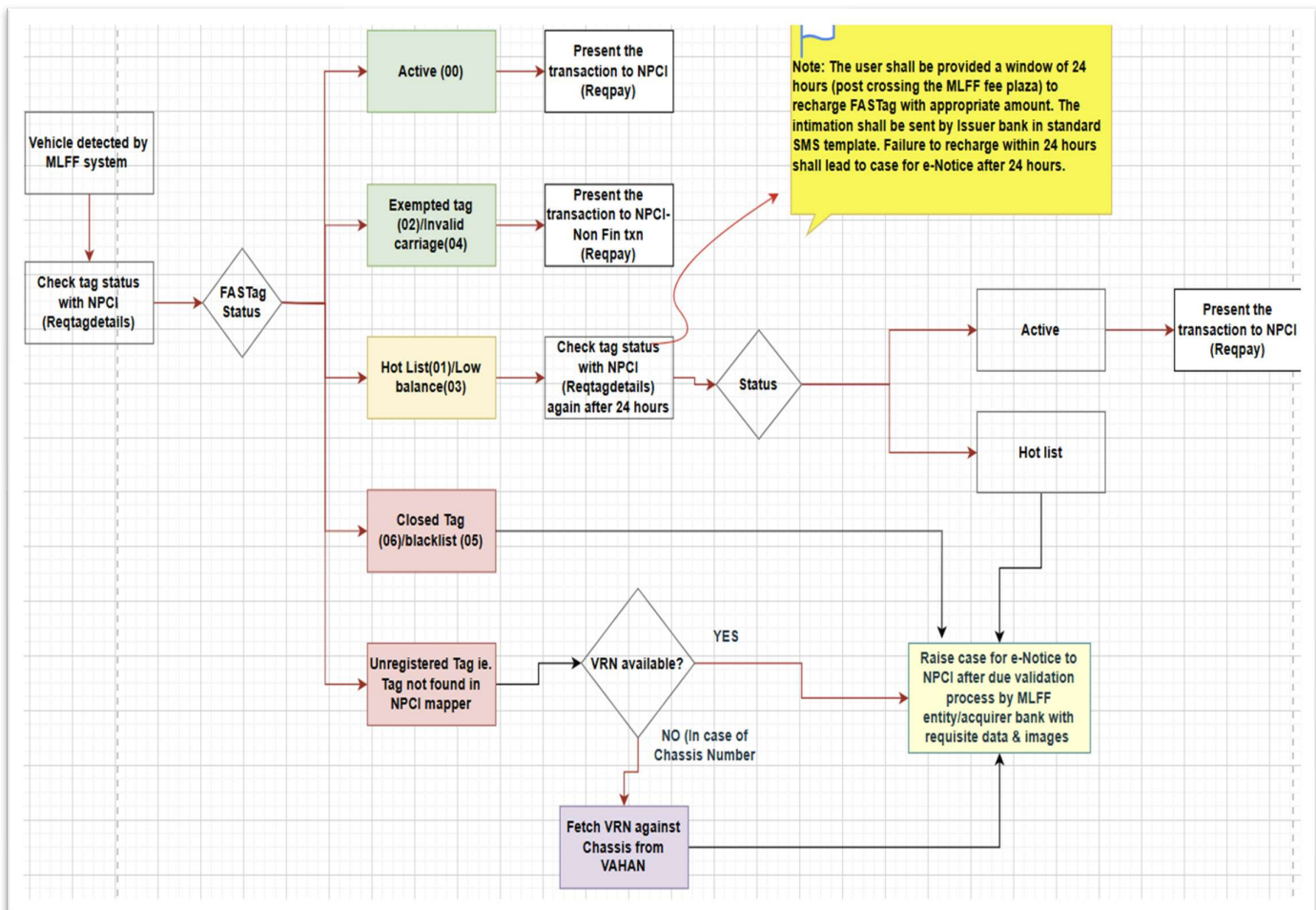
1. Various Scenarios at MLFF lanes:

The indicative process flow for MLFF ETC transaction under various scenarios is provided as below:



2. Tag transaction flow by MLFF entity / Acquirer Bank:

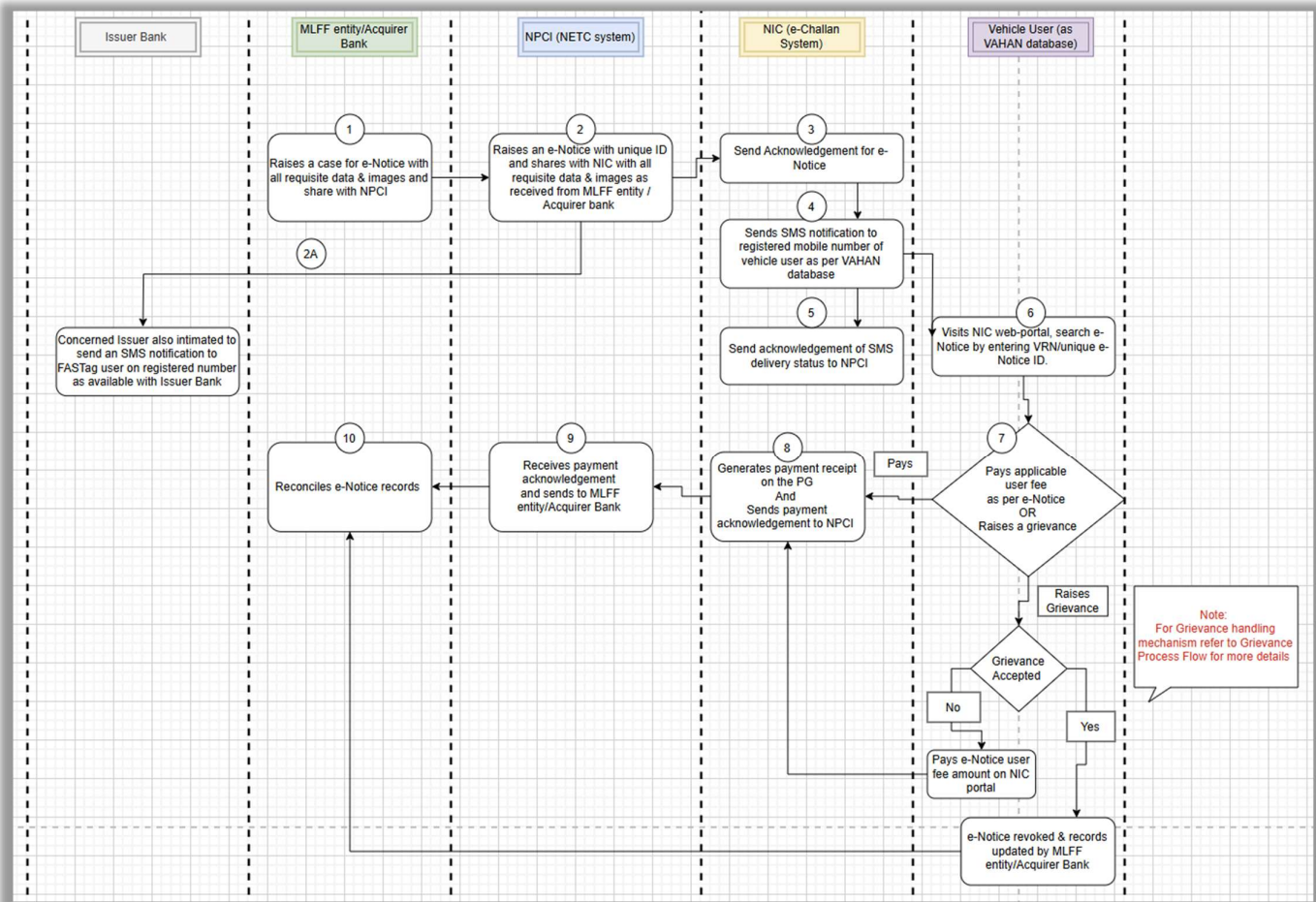
The indicative process flows for initiating and processing the ETC transaction under MLFF tolling system



based on various FASTag Tag status provided below:

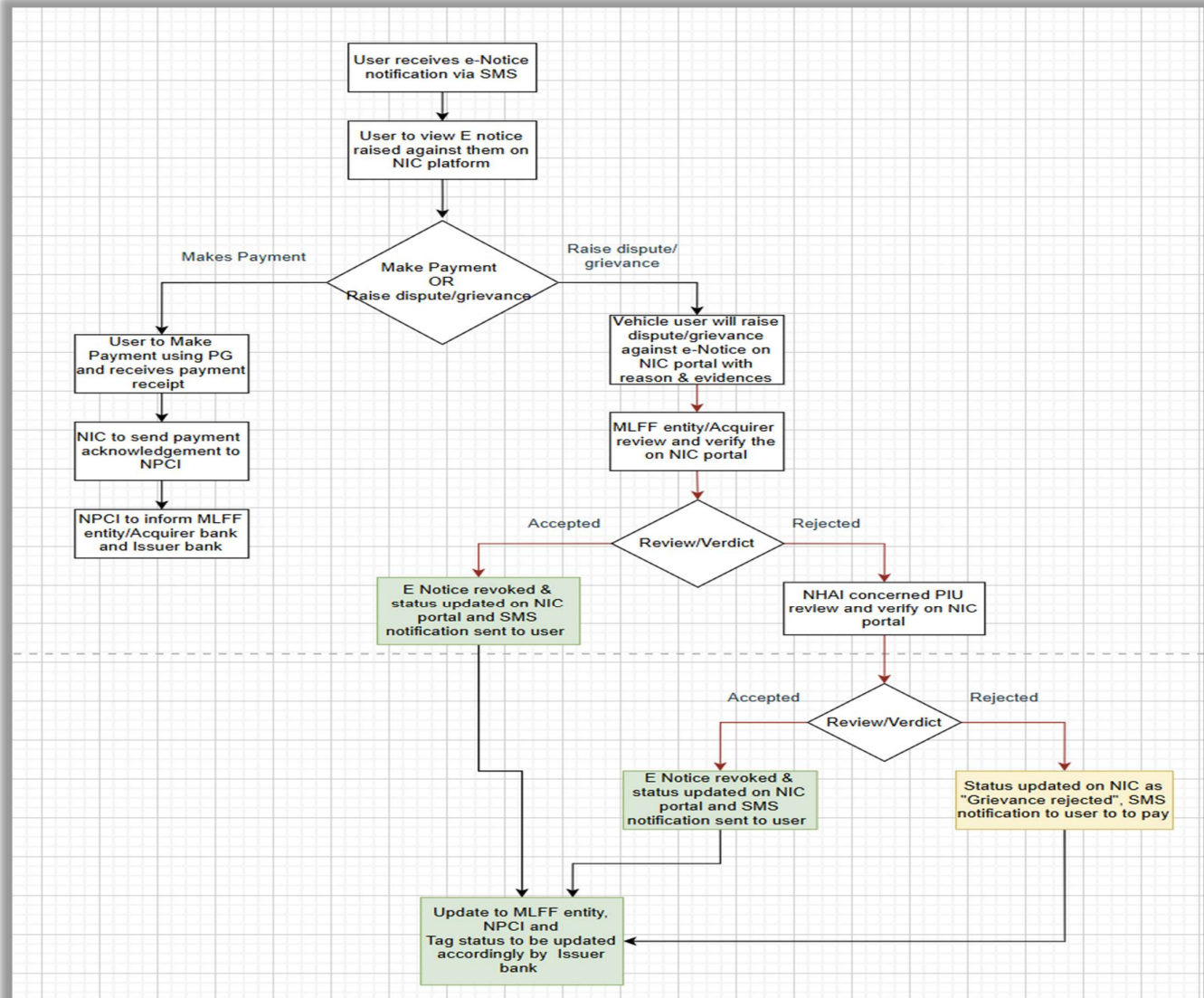
3. E-Notice Process Flow:

The E-Notices under MLFF shall be issued through integration between NPCI (NETC System) and NIC, where an e-notice shall be issued via SMS to the registered mobile number of the vehicle user as per VAHAN database. Simultaneously, it shall also be provisioned that such e-notices are also send to FASTag user via respective issuer bank (of the active tag). The indicative process flow for e-notice is provided as below:



4. Process flow for Grievance Mechanism:

The Grievance mechanism for e-notices under MLFF shall be managed through a designated web-portal developed by NIC. The road user can raise dispute/grievances against the e-notice through this portal within 7-days of issuance of e-notice with supporting evidences. Access for various users/stakeholders shall be provisioned in the web-portal. The indicative process flow for grievance mechanism is provided as below:



5. E-Notice Restriction:

- E-Notice shall not be issued for vehicle falling under exempted categories as per Rule 11 of the National Highways Fee Rules, 2008 (as amended).
- E-notice shall not be issued for vehicles with valid Plaza Specific Discount Pass for the Fee Plaza.
- E-notice shall not be issued for vehicles with valid Global Pass.
- The system shall have appropriate checks to enforce this restriction.

Note:

i. E-Notice Issuance Timelines:

- a. For closed tags (code-06), blacklisted tags (code-05) and in case of unregistered tags:
 - i. The Acquirer Bank / Bidder shall generate e-Notices in the prescribed format within 48 hrs from the time of crossing the MLFF system.
- b. For Hotlist (code-01) and Low balance(code-03):
 - i. Acquirer bank/bidder shall intimate respective issuer entity on a near real-time basis through NPCI. Issuer entity shall immediately intimate the FASTag user via SMS in the prescribed format.
 - ii. The vehicle user shall be provided a window of 48 hrs post crossing the MLFF fee plaza to recharge FASTag and pay the applicable user fee to avoid e-notice.
 - iii. In case, the user does not recharge the FASTag and fails to pay applicable user fee, the Acquirer Bank/Bidder shall validate the case and raise a case for E-notice to NPCI within next 48 hrs along with all requisite data and images.
- ii. Integration Requirements: The Acquirer Bank/bidder shall ensure successful integration with NPCI to fulfil the requirements of the prescribed process flow outlined in above process flow. For clarity, the Bank shall not bear responsibility for the recovery of unpaid user fees.
- iii. MIS Report: The application shall have the feature to generate MIS reports and other related reports based on parameters as required by IHMCL from time to time.

8. MLFF Project

- a. The MLFF Project shall broadly include, but not limited to the following components to be provided as per the functional and technical specifications mentioned in Schedule-C:
 1. Radio Frequency Identification (RFID) Reader
 2. Radio Frequency Identification (RFID) Antenna
 3. Automatic Number Plate Reader (ANPR) Camera System and Application
 4. IR Illuminator
 5. Audit Surveillance Camera System
 6. Detectors – Radar
 7. Detectors-Lidar
 8. Networking and Communications
 9. Software Application, Dashboard and Portal

10. MLFF Control Center

11. Power Supply for Field Equipment as well as for MLFF Control Center

12. Operation & Maintenance (O&M) of the entire MLFF Facility

- b. The quantity and the technical specification of the equipment shall be proposed by the bidder/bank for each MLFF sub-system, unless until specified in this RFP, such that each sub-system fully meets the functional requirement as per the site conditions and SLA requirements.
- c. The entire system should function efficiently as an integrated solution during the entire O&M period.
- d. This RFP describes functional requirements envisaged by IHMCL. In addition, the minimum technical specifications have been prescribed in this document, wherever indispensable. The bidder/bank is responsible for the design of complete project and the system architecture to deliver state-of-the-art solution to IHMCL fully complying to the functional requirement specified in the RFP and site conditions. Any consideration affecting safety, security, redundancy, and compliance to stipulated provision prescribed by Government Authorities is the responsibility of the bidder/bank and shall be duly taken care of to ensure adherence to minimum functional and technical requirement stipulated in this document as well as the SLA parameters.
- e. The 'bidder/bank hereafter may be called as 'bidder/bank shall conduct the field survey, preparation of design drawings and supply of MLFF equipment and materials, spare parts, test equipment, tools and materials, factory inspection (inspection of equipment & materials upon delivery), training, transportation, and site. delivery, implementation and installation, preparation of as-built drawings, testing and commissioning of the MLFF system.
- f. The Bank will be provided with space in the Toll Plaza building for setting up of MLFF Control Centre. The bidder/bank shall be responsible for interior works, MEP works, etc. for implementation and setting up the MLFF Control Centre, including any related electrical, lighting, generator set (preferably eco-friendly Gas powered), power backup, HVAC works, access control, air conditioning, CCTV, firefighting, alarm, extinguishers, etc. shall be in the scope of the Bidder. All operational expenses towards electricity, diesel/fuel, and other consumables shall be in the scope of the bidder/bank.
- g. The bidder/bank shall also undertake the works that are not specifically mentioned in this RFP but essential for the efficient implementation and operations of the MLFF System to meet the functional requirements specified in the RFP.
- h. The bidder/bank shall propose the MLFF solution and equipment to fully meet the functional requirements of this RFP. The quantity and the technical specification of the equipment shall be proposed by the bidder/bank for each MLFF sub-system, unless until specified in this RFP, such that each sub-system fully meets the functional requirement as per the site conditions and SLA requirements.
- i. The requirements stated herein shall be construed as minimum requirement and meeting the respective requirements shall not relieve the bidder/bank from the responsibility of supplying the MLFF System that functions efficiently as a system and

carry out its Operation & Maintenance for the entire Contract Period.

- j. The Bank shall quote for the entire system and facilities on a “single responsibility” basis. bidder/bank obligations mentioned in or to be reasonably inferred from the Contract Documents in respect of the design, manufacture, procurement, implementation, installation, adjustment and testing of the Works and remedying any defect therein and operation and maintenance of entire setup for the contract duration. This includes all requirements under the bidder/bank responsibilities for testing and commissioning of the systems and facilities, and where required by the Contract Documents, the acquisition of all permits, approvals, and license, etc.; the training services and such other items and services as may be specified in the Contract Documents.
- k. The bidder/bank shall be responsible for Integration of MLFF system and sub-systems with the IHMCL Central Command Centre, or TMCC or any other projects as per the requirement raised from time to time by IHMCL or its authorized agency.
- l. Growth and maturity levels – the proposed system shall be capable of meeting the requirements arising due to the increase in traffic in the coming years without any additional cost implication to IHMCL.
- m. The MLFF Software shall perform health monitoring check of all field equipment and generate an equipment downtime report based on the same as per provision of Schedule-C.
- n. In addition to the above requirements the MLFF Solution should include all the functional and technical requirements mentioned in schedule C.
- o. The MLFF solution should cover the entire transaction life cycle, including but not limited to:
 - 1. Capture of information such as FASTag Id, Vehicle Registration Number (VRN) through equipment installed over the Multi Lane Free Flow (MLFF) gantry.
 - 2. Integration of MLFF systems and NETC systems.
 - 3. Adherence to all NETC guidelines.
- p. **Integration with CCH:** The acquirer bank must process transactions from the MLFF Plaza Server in an online-only mode, ensuring toll fare calculations and transaction processing to Central Clearing House (CCH) as per NETC guidelines as amended from time to time. The host system should be capable of supporting both online and offline transaction processing based on internet connectivity availability.
- q. **Compliance with Interface Control Document (ICD) 2.5 or latest:** The acquirer bank must ensure to comply with ICD 2.5 or latest specifications for processing the transactions.
- r. **Integration with TMCC –**
 - i. **All Transactional Data:** The bidder shall integrate the MLFF System with the Toll Monitoring and Control Centre (TMCC) software or any such software, via API for the purpose of sharing all transactional data.

- ii. **Equipment Health Monitoring:** All Critical MLFF equipment shall be integrated with TMCC software for monitoring the real time health status. The SLA of MLFF equipment shall be calculated based on TMCC software and through other measures by IHMCL. Bidder shall strictly ensure provisioning of necessary arrangement including but not limited to proper network infrastructure, mapping of correct IP address etc. for reflection of correct uptime of equipment on TMCC dashboard.
- s. **Future integration with advanced technologies:** The Bidder's solution should include API based integration with future tolling technologies like GNSS and NHA Applications like Raj Marg Yatra etc. or, Advance Traffic Management System (ATMS), any other similar system at no extra cost

9. Transaction Processing Cases

S.No	Type of Transactions	Processing Cases	Timelines to be settled	Action to be taken	Outcome
1	Clean Transactions (Settled)	For every clean transaction having sufficient balance: In such case transactions amount shall be debited from the end user and collected by the Acquirer Bank on real time account through NETC/ NPCI for further settlement.	As per ICD 2.5 or latest	No e-Notice shall be issued in such cases.	
2	Exempted FASTag(Settled)	For exempted Vehicles - In such cases, MLFF system shall detect the vehicle through RFID reader and ANPR cameras installed at Toll Plaza and validate it from database. If the database has details of the vehicle under exempted category, then it shall be considered under clean (Settled) transactions.	As per ICD 2.5 or latest	No e-Notice shall be issued in such cases.	
3	Blacklisted Transactions (Un-Settled)	Insufficient Balance/Hot listed in FASTag - vehicle shall be considered for issuance of e-notice in case its respective FASTag		e-Notices shall be issued as per e-Notice module given in Schedule-B	If the timelines for issuance of e-notice exceeded, then applicable

RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow
(MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza

S.No	Type of Transactions	Processing Cases	Timelines to be settled	Action to be taken	Outcome
		does not have sufficient balance / Threshold Amount to honour the toll payment as per NETC guidelines.			penalties as defined in SLA is applicable.
4	VRN based transaction processing	System fails to identify an RFID (FASTag) at toll plaza or there is no FASTag affixed on the vehicle– In such cases, MLFF system shall capture the Vehicle number plate through high resolution Automatic Number Plate Recognition (ANPR) cameras and carry out VRN based transactions through MLFF system (ANPR/Manual)	As per IHMCL /NHAI policy	If FASTag is issued on the Vehicle-Transaction shall be processed as per Sr. no.1 & 3 above. If FASTag is not affixed, e-Notices shall be issued as per e-Notice module.	If the timelines for issuance of e-notice exceeded, then applicable penalties as defined in SLA is applicable.
		RFID reader & ANPR fails to detect the VRN – In such cases, MLFF system shall detect the vehicle through Audit Surveillance cameras through Manual Transaction policy as per link provided:	Within 24 hours	If FASTag is issued on the Vehicle-Transaction shall be processed as per Sr. no.1 & 3 above. If FASTag is not affixed, e-Notices shall be issued as per e-Notice module.	If the timelines for issuance of e-notice exceeded, then applicable penalties as defined in SLA is applicable.

Note:

1. Detailed information on Settled and Un-Settled Transactions, refer latest NPCI PG Guidelines and ICD 2.5 or latest Guidelines amended time to time.
2. The detailed technical specification document of ETC transaction processing shall be implemented in consultation with by IHMCL and NPCI.

10. Service Level Agreement

- i. The Parties acknowledge and agree that this Agreement is a User Fee Collection Contract, and any breach of the Service Level Agreement (SLA) may result in significant financial losses to the Government, along with inconvenience to the public due to instances like wrong deductions, wrong issuance of e-notices, etc. Given the critical nature of the services provided under this Agreement, the penalties stipulated herein for any breach of the SLA are pre-estimated damages, representing the anticipated revenue losses and the disruption caused to the public.
- ii. The Parties further agree that these penalties are a genuine and reasonable estimate of the losses likely to be incurred due to non-compliance with the SLA by the bank and are intended to compensate the other party for the adverse impact of such breaches.

SLA Table

SL #	Parameter	Timelines	Basis of measurement	Penalties
Implementation Phase				
1.	Supply, Installation, Testing and Commissioning, (Go-Live)	05 months from the date of signing of the Contract Agreement.	Signing of Contract Agreement	Rs. 2.5 Lakhs per week for initial two week of delay, further 5 Lakhs for four weeks and after 6 weeks, 10 Lakhs per week. The maximum penalty during development and installation shall not be more than Rs. 1 Cr. Furthermore, IHMCL may terminate the contract.
Operation & Maintenance Phase				
2.	Manpower Availability (Aadhar based Bio metric Attendance is mandatory for deployed Manpower)	Attendance and availability of manpower	8 Hrs. per Shift	a) In case of non-availability of manpower flat 3000 Rs per person/ Day shall be applicable. b) In case, if the non-availability of manpower is consecutively observed by IHMCL for more than 5 days then bidder shall be liable to replace the manpower
Control Centre Equipment and Software				
SL no.	Parameter	Basis of measurement	Frequency	Penalties

**RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow
(MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza**

3.	Availability of all MLFF Equipment and Software in Control Center	<p>The uptime availability of all equipment of MLFF system shall be 99.9% per month</p> <p>The downtime shall be calculated at a cumulative level when any of the equipment is non-operational.</p>	Maximum permissible downtime for all Equipment shall be 44 minutes per month, subject to availability of MLFF system through redundant System (Gantry/Lanes).	<ul style="list-style-type: none"> Beyond 44 mins, a penalty of Rs 1,00,000 per hour shall be applicable, in case redundancy is not working. The upper limit of the penalty shall be equal to total Performance Security Beyond that, IHMCL may consider it as a case of breach and may take necessary actions. <p>If system availability is below than 98%, it shall be considered as a breach</p>
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Lane Equipment

SL no.	Parameter	Basis of measurement	Frequency	Penalties
6.	E-Notice for end users	The E-Notice shall be generated within 24 hrs as per e-Notice Module post validation by Acquirer bank.	Maximum 24 Hours	<p>Within twenty four-hour: No penalty</p> <p>After that per hours- per instance a penalty of Rs 1000/- shall be applicable.</p>

Accuracy - Vehicle Count and classification

SL no.	Parameter	Basis of measurement	Accuracy	Penalties
7	Vehicle Count (For Tollable only)	99% Vehicle count (on daily basis)	99%	<ul style="list-style-type: none"> For any missing count of any vehicle in the accuracy, a penalty of Rs 100000 shall be applicable Per day. Below 98% accuracy, shall be considered as breach. IHMCL reserves right to validate the accuracy through third party agency audit.

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8	Vehicle Classification (For Tollable only)	99% Vehicle Classification (on daily basis)	99%	<ul style="list-style-type: none"> For any missing Classification of any vehicle in the accuracy, a penalty of Rs 100000 shall be applicable per day. Below 98% accuracy, shall be considered as breach. <p>IHMCL reserves right to validate the accuracy through third party agency audit.</p>
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System Accuracy – Instance Wise

SL no.	Parameter	Basis of measurement	Frequency	Penalties
9.	Un availability of Images and video	<p>The vehicle passed through the lane, Acquirer Bank must account for the vehicle through ANPR (front and back) and audit surveillance cameras. Images and videos are not available it will be considered instance of unaccounted vehicle.</p> <p>IHMCL shall get the video from various cameras processed through third-party on sample or complete basis and arrive on count of vehicles that have passed through each lane.</p>	Per instance	Per Instance penalty shall be Rs 10,000 is applicable along with revenue loss incurred from unidentified vehicles.
10	Remote video Check	NHAI should be able to access any remote access through third party software or overview through IP and authentication details provided by NHAI/IHMCL.	Per instance	<p>Rs. 5000/- per camera per day.</p> <p>Same camera will not be checked again in the same day if violation found and recorded</p>

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		<p>If for any reason (wrong, IP Password, network downtime etc.) the footage is not visible, or photo is not available in ANPR, Audit surveillance Camera then it will be considered a violation.</p> <p>Simple screenshot with a date time visible shall be enough to prove violation by IHMCL/NHAI.</p>		
11	API based data sharing with IHMCL MIS/ERP system	API or uploads-based sharing of reports from software to IHMCL ERP/MIS as prescribed in the contract and any notification / circular issued from time to time.	Per instances	Per Instance penalty shall be Rs 3000 for data sharing missed by Acquirer Bank.
12	Incorrect Manual Transaction	In case of any incorrect VRN based manual transaction done as per NHAI Manual Transaction Policy	Per instance	<p>A penalty of Rs 1,00,000 per instance as per provision of Manual Transaction Policy of IHMCL</p> <p>IHMCL reserves right to validate the accuracy through third party agency audit</p>
13	Wrong e-notices	In case of any wrong e-notices issued	Per instance	<p>A penalty of Rs 10,000 per instance shall be applicable on each wrong e-Notices issued.</p> <p>IHMCL reserves right to validate the accuracy through third party agency audit</p>
14	Transaction (remittances)	As per Payment Terms of Clause 1.2.19 under General Conditions of Contract		

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Spare Availability

SL no.	Parameter	Basis of measurement	Accuracy	Penalties
15	Availability of 10% spare of critical equipment <ul style="list-style-type: none"> RFID Reader & Antenna, Lidar Radar Audit Surveillance Camera ANPR Camera 	Audit at any point of time. IHMCL conduct surprise inspection for validation/ verification of spares	100%	Each violation/instance shall attract the penalty of Rs. 3,00,000/-.

Cleanliness and Maintenance of Public Toilets, Control centre, and Surrounding areas of Plaza Building

SL no.	Parameter	Basis of measurement	Accuracy	Penalties
16	Maintenance of Toilets and Sanitation, Hygiene, Control Centre, Plaza Building, and assets and Surrounding Areas, Maintenance of existing lighting at toll plaza area	Audit at any point of time. IHMCL conduct surprise inspection of toilets hygiene	100%	Each violation/instance shall attract the penalty of Rs. 1,00,000/-

Real – Time Transaction Sharing - Pairing of Transactions

SL no.	Parameter	Basis of measurement	Accuracy	Penalties
17	Pairing of Transaction (For Tollable only)	100% pairing of Transaction through FASTag, VRN and AI	100%	If the user fee for a vehicle who has crossed both the fee plazas within 24 hours is incorrectly calculated/ not

				processed as per applicable Gazette notification. A penalty of ₹1,000 shall be applicable per transaction.
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Note:

- i. Penalty shall be recovered as per procedure mentioned in RFP Clause 1.2.19 (g) & (h).
- ii. Penalties shall be concurrent and cumulative, meaning multiple penalties can be applied for different types of non-compliance within the same period.
- iii. In case of any system issues/ downtime, the recoverable damages shall be the actual revenue loss or the applicable SLA penalty amount, whichever is higher.
- iv. The Service Level Agreement (SLA) shall be calculated on an individual basis for each fee plaza.

11. Consistent Penalty

If the penalty is more than 10% of Cash performance security for 3 consecutive months, it may be considered as breach and IHMCL reserves the right to terminate the contract and forfeit the PBG.

12. Data Retention and Handover

a) Data Retention Period:

The Successful Bidder shall ensure the retention of the following data for the specified durations throughout the Contract Agreement:

- i. **ANPR and Audit Surveillance Camera Images:** Minimum retention period of **180 days**
- ii. **Video Recordings:** Minimum retention period of **30 days**.
- iii. **Transaction Data and Reports (as per Schedule-B):** Retention throughout the Contract Agreement.
- iv. **Images, videos of all e-Notice cases** and other dispute cases shall be retained till the time the e-Notice or such case is disposed of.

b) Data Handover:

Upon the expiry or termination of the Contract Agreement, the Successful Bidder shall hand over all retained transaction data, including images, videos, and reports, in a complete and organized manner to the Authority

c) Data Access and Evidence Provision:

- a. During the contract period, the Successful Bidder shall provide requisite image evidence and video recordings to the Authority within the defined storage limits upon request.
- b. The data shall be made available promptly to assist the Authority in its operations, audits, or legal proceedings.

d) **Compliance and Penalty:**

The Successful Bidder shall ensure compliance with the above requirements. Non-compliance may result in penalties or other actions as deemed appropriate by the Authority.

e) **Confidentiality and Security:**

The Successful Bidder shall ensure the confidentiality and security of the retained data, preventing unauthorized access, misuse, or loss during the retention and handover period.

13. **Minimum Operation & Maintenance (O&M) Manpower**

- (i) The O & M period after the successful completion of works shall include Operation & Maintenance of the entire MLFF Facility as per the Service Level Agreement (SLA) with Qualified Manpower mentioned in Clause 2.12 of Schedule-C including supply of adequate spares, parts, consumables, and maintenance equipment required for the facility. The Bidder shall maintain required spare parts to maintain required service levels. The minimum Operations & Maintenance manpower requirement as per Clause 2.12 of Schedule-C is clarified as below. If acquirer bank feels more manpower shall be required to meet the SLAs, they may consider in their commercials.

#	Operation & Maintenance (O&M) Manpower	Minimum Manpower requirement for each fee plaza
1.	Project Manager (Dedicated On-site) – (1 Nos.)	1
2.	Field Engineer (8 No. s)	2 in each shift + 2 reliever
3.	Auditor/Transaction Validator	4 in each shift + 2 reliever
4.	Security	4 in each shift + 2 reliever
5.	Cleaner	2 in each shift + 2 reliever

Note: Please refer clause 2.12 for detailed qualification of manpower

The Manpower deployed shall be dedicated for this project and shall not be deployed for any other project or assigned any other similar project.

- (ii) The Bidder shall have sufficient infrastructure and capability to keep/store spares required for maintenances and will always during the contract period maintain sufficient inventory of spares and consumables for operating and maintaining the MLFF System, and to meet the Service Level Agreement.
- (iii) Before the start of O&M Period, the Bidder shall deploy the O&M Personal mentioned at Schedule-C with prior approval of the Authority.

14. **Point of Sale (POS) setup for Sale of FASTag and Plaza Specific Discount**

Pass

Bidder is responsible to set up a **24*7** POS at the Control Centre Building for issuance of FASTag as per NETC Guidelines and providing services of Plaza Specific Discount Pass .

The POS executive should be trained to assist road users with making payments for e-Notices.

Schedule - C

Standards & Specifications

1 Standards and Specification of all MLFF Sub System

Note:

a) All the specifications and compliance requirements should be either on OEM Letterhead or datasheet published by OEM on their website which will be countersigned by the Acquirer bank and the same shall be submitted during bid submission along with Manufacturer Authorization Form (MAF) issued by respective OEMs mentioning compliance requirement as per RFP number and date.

(b) The specifications given in the tables below are bare minimum. The bidders shall design their solution with the given or better specifications to meet the scope of work and SLA mentioned in the RFP without any additional financial implication to IHMCL.

(c) The type of equipment mentioned in the RFP are bare minimum. In case the solution designed by Bidder requires additional equipment (eg thermal camera etc) to meet the scope of work and SLA, the same should be provided in the solution without any additional financial implication to IHMCL.

1.1 RFID Reader

#	Parameter	Minimum Specifications
1	Frequency	UHF 865-868 MHz (configurable)
2	Supported Protocols	ISO 18000 6C/63, RAIN RFID/Gen2v1
3	Conducted Power	+10 to +33 dBm (33 dBm is recommended for free flow tolling)
4	Interference Rejection	Dense Interrogator Mode
5	Reader Speed Detection	100 km/hr. or higher.
6	Antenna ports	4 ports, N-type Female, switching time < 10 ms
7	Time synchronization	NTP /PPP
8	Communication Interface	10/100 BaseT, Ethernet, CAN, RS232, USB or better
9	Upgradeable Firmware	Yes
10	Operating Temperature	-10°C to +55°C (Ambient)

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#	Parameter	Minimum Specifications
11	Storage Temperature	-10°C to +55°C
12	Relative Humidity	95%, non-condensing
13	Power	24DC or compatible
14	Regulatory	BIS / FCC
15	IP Rating	IP 65
16	Display	LED (Power, Transmit, Detect, LAN)
17	GPIO	2 Inputs, 2 Outputs
18	Memory	Persistent data storage for up to 10,00,000 unique transactions
19	Network Services	DHCP, HTTP, SNTP
20	Supported Regions	FCC, EN, FCC and RoHS
21	Safety	UL, IEC, EN
22	Preferred OEMs	<p>SSI, Tag Master, Kathrein, Zebra</p> <p>Or an OEM whose RFID Reader product has been deployed in a Multilane Free Flow Tolling (MLFF) System, either in India or internationally, and has been operational for a minimum of one (1) year as of the bid submission date.</p> <p>Note: The product should be complaint with Clause 3.1.1 of the RFP.</p>

1.2 RFID Antenna

#	Parameter	Minimum Specifications
1	Frequency Range	UHF 865-868 MHz (configurable)
2	Gain	10 dBi \pm 1 dB
3	Return Loss	Below -15 dB
4	3 dB Beam width	-
5	Polarization	Linear or Circular
6	Front to Back Ratio	Below -30 Db
7	Maximum Input Power	6 Watt
8	Impedance	50 Ω
9	Lightning Protection	DC Grounded
10	Operation temperature	-10°C to +55 °C
11	Storage temperature	-10°C to +55 °C
12	IP Rating	IP 65
13	Connector	N-Type Female or any better
14	RoHS Compliance	Yes
15	Mounting Kit	Included
16	Preferred OEMs	<p>SSI, Tag Master, Kathrein, Zebra</p> <p>Or an OEM whose RFID Antenna product has been deployed in a Multilane Free Flow Tolling (MLFF) System, either in India or internationally, and has been operational for a minimum of one (1) year as of the bid submission date.</p> <p>Note: The product should be complaint with Clause 3.1.1 of the RFP</p>

1.3 Audit Surveillance Camera

#	Parameter	Minimum Specification
1	IR Illumination Source	High power IR without any visual distractions to the road user
2	Lane Coverage	Sufficient number of cameras to cover all lanes including paved/earthen shoulder
3	IR Effective Range	150M (Overview)
4	Speed Limit	150 km/hr. or higher.
5	Image Sensor	1/1.8" or better
6	Effective Pixels	2048 x 1536
7	Optical Format	1/1.8" or better
8	Min. Illumination	Color: 0.1Lux / BW: 0 Lux (IR ON)
9	S/N Ratio	More than 50 db
10	Electronic Shutter	1/32000 to 1s or better
11	Frame Rate	Up to 50/60 fps (50/60 Hz)
12	Lens	12.0 ~ 22.0 mm or better as per requirement.
13	Video Compression	H.265, H.264, M-JPEG, JPEG
14	Protocols	HTTP, RTP / RTSP (Uni / Multicast), TCP / IP(v4/v6), UDP, FTP, Telnet, HTTPS, PPPoE, SNMP, PAP / CHAP / RARP / ARP / DHCP, NTP, SMTP client, uPnP & etc.
15	Images Setting	Adjustable image size, quality, and bit rate Time/Date stamp and text caption overlay Configurable brightness, contrast, saturation, sharpness, white balance, and exposure AGC / AWB / AES / BLC / WDR should be at least 120 Db
16	Standard	ONVIF (Profile S & G/T/M)
17	Operating Temperature	-10 ~ +55°C

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#	Parameter	Minimum Specification
18	Power Option	POE/POE+ /POE++/ External Power supply (Industrial Grade Power Supply)
19	Certification	CE / FCC / BIS Certification, NEMA 4X / IP67 (Full metal Casing)
20	Chipset/Processor	The Camera should not have Hisilicon chipset/Processor
21	Preferred OEMs	<p>Pelco/Avigilon, Axis, Vivotek, FETCI, Tattile, BOSCH</p> <p>Or an OEM whose Surveillance Camera product has been deployed in a Multilane Free Flow Tolling (MLFF) System, either in India or internationally, and has been operational for a minimum of one (1) year as of the bid submission date.</p> <p>Note: The product should be complaint with Clause 3.1.1 of the RFP.</p>

1.4 Automatic Number Plate Recognition Systems

#	Parameter	Minimum Specifications
1	General	The Camera should have feature and functionalities to capture number plate and video evidence from t-5 to t+5 sec of the Toll violation at maximum speed of 150KM/Hr or higher and should also be recorded (t being the instant at which the infraction occurred). The system should have capability to detect both Retroreflective and Non-Retroreflective number plates for the vehicles during the day as well as nighttime as per the accuracy levels specified. System should be capable of generating a video in any of the standard industry formats.
2	Automatic Number Plate Recognition (ANPR) Camera	
a	Sensor Type	Progressive scan (CMOS) Day / Night Camera, Global shutter
b	Resolution	3 Megapixels or better
c	Speed Detection	speed Upto 150 km/hr. or higher.
d	Video Compression:	H.264, H.265
e	Normal Horizontal Field of View	Sufficient number of cameras to cover all lanes including paved/earthen shoulder
f	Typical Range	40 meters. or better
g	Operating Temp.	-10°C to +55°C
h	Auto Iris Control	Yes
i	Protection rating	NEMA 4X / IP-IP66 or Better (protection against water and dust ingress), Resistance to corrosion in harsh environments. Certification: CE / FCC / BIS Certification, NEMA 4X / IP67 (Full metal Casing)
j	Communication	10/ 100/ 1000 Base-T Ethernet interface Static IP/ DHCP support for IP address assignment & network configuration Image transfer over Ethernet (FTP and/ or TCP/IP) NTP (network time protocol) time synchronization
k	Data Processing	Built-in processor running Linux OS Advanced image processing functions Image buffering, Data/ Time stamp and image tags
l	MTBF	45,000 Hours

#	Parameter	Minimum Specifications
l	Power	24/48V DC or compatible
m	Shutter Speed	1 sec. to 1/100,000 sec. or better shutter speed to cater to capturing number plate and video evidence
n	Frame Rate	Upto 50/60 fps with controllable bit rate and frame rate.
o	Chipset/Processor	The Camera to be provided by the bidder should not have Hisilicon chipset/Processor.
p	Camera Housing	The camera shall be housed in a suitable housing to protect them from solar radiation, UV, dust, and rain. The field of view of the camera shall not be obstructed by the housing. Picture quality or optical performance shall not be degraded by the housing. The Housing shall have IP-67/IP-68 rating for Weather-proof with better dust & dirt protection, and NEMA 4X-rating or IK10 or higher rating for Vandal-proof. The housing shall have built-in heater and blower.
q	Certification	CE/ FCC/ BIS Certification, NEMA 4X, IP67 (Full metal Casing),
r	Preferred OEMs	<p>Pelco/Avigilon, Axis, Vivotek, FETCI, Tattile, BOSCH</p> <p>Or an OEM whose ANPR Camera product has been deployed in a Multilane Free Flow Tolling (MLFF) System, either in India or internationally, and has been operational for a minimum of one (1) year as of the bid submission date.</p> <p>Note: The product should be complaint with Clause 3.1.1 of the RFP.</p>
3.	On site – Network Connectivity & Electrical Interface	
a.	Data Storage on site	The system should be equipped with appropriate storage capacity for minimum 24-hour recording, with overwriting capability. The images should be stored in tamper proof format only.
b.	Network Connectivity	Wired/GPRS based wireless technology with 3G /4G upgradable to 5G capability.
c.	The system should be capable of working in ambient temperature range of -10°C to +55°C	
d.	Lightening arrester shall be installed for safety of system (As per BIS standard IS 2309 of 1989) on the structure. SPD should be installed at junction box at each location.	

#	Parameter	Minimum Specifications
e.	The housing(s) should be capable of withstanding vandalism and harsh weather conditions and should meet IP66, IK10 standards (certified).	
4.	Video Recording	
a.	The system should be capable of continuous video recording in control center in Unified Storage for 30 days. It should be noted that at any point of time the local storage at the base station should have the data of previous 30 days.	
b.	Direct extraction through any physical device like USB, Hard disk shall be possible through Unified Storage.	
c.	The Camera shall have inbuilt SD card slot and shall be provided with at least 128 GB class 10 SD card.	

1.5 IR Illuminator

#	Parameter	Minimum Specifications
1.	Illumination Source	High power IR without any visual distractions to the road user
2.	Lane Coverage	Beam angle options Beam pattern Upto 90 or better
3.	Trigger Modes	Available
4.	Pulse with control	Available
5.	Communication Control	Full User Control on Illuminator parameters and strobe status output by USB/RS 485/RS 422/ANPR Camera system
6.	Connections	-
7.	Cable	Cable for Connector to ANPR Camera IO system is included (shielded, outdoor rated, terminated with the connector to fit with ANPR Camera system)
8.	Virtualization	Rugged, compact, corrosion-resistant enclosure IP66 (protection against water and dust ingress)
9.	Operating Temperature	-10°C to +55°C [heated enclosure]
10.	MTBF	90,000 hours
11.	Illumination Range	Minimum 50 Mtrs and should be adjustable
12.	Protection Function	Transient over peak suppression
13.	Power	Either POE+ or 24V DC or compatible
14.	Weight	Maximum of 4 kg
15.	Certifications	FCC Compliant, RoHS Compliant, CE Compliant / BIS
16.	IP Rating	IP 66 Rugged

1.6 Detector-Lidar

#	Parameter	Minimum Specifications
1.	Installation	Overhead
2.	Light Source	Infrared (865-905nm)
3.	Detect vehicle speed	10–220 km/hr.
4.	Coverage	Minimum two lanes per unit
5	IP rating	IP 67
6	Operating Temperature	-10°C to +55°C
7	Trigger response time	>=10ms
8	Observability	Device can minimum operate 15 mtrs under various weather conditions such as sunshine, heavy rain, fog...etc. These weather conditions should not affect the sensor performance
9	Communication	Ethernet TCP/IP 10/100 Mbit, Serial (RS-232, RS-422/485), USB
10	Power consumption	15-30 W,
11	Time synchronization	NTP
12	Inbuilt process unit	The Lidar shall have inbuilt / external processing unit to avoid any disruption in case of network/connectivity failure

1.7 Detector-Radar

#	Parameter	Minimum Specification
1	Objects Tracking	Up to 256 Objects
2	Lane Coverage	Up to 4 lanes with single sensor
3	Detection Range	Up to 300 m
4	Speed Detection Range	150 kmph or higher
5	Speed Detection Accuracy	<±1%
6	Sensor Frequency	76 - 81 GHz
7	EIRP	Up to 36 dBm
8	Measurement	Cartesian (x, y, z) coordinates, Azimuth, Elevation, Speed
9	Communication Interfaces	Ethernet /USB, RS 485
10	Refresh time	24 MS
11	Power Supply	12V or Compatible
12	Power Consumption	10-40W
13	Operating Temperature	-10 to 60 ° C
14	Environment Protection	IP67
15	Certification	Speed detection accuracy of the system should have been Certified and tested for speed accuracy from any authorized agency by Government.

1.8 Local Server

BIDDER can supply the server as per the requirement to run the overall system. If required, the bidder must upgrade the server to achieve the desired outcome as per the requirement.

#	Parameter	Minimum Specifications
1.	Processor	Latest series/ generation of 64-bit x86 processor(s) with Twelve or higher Cores, Intel/ AMD Processor speed should be a minimum of 2.4 GHz. Minimum 2 processors per each physical server
2.	RAM	Minimum 64 GB or higher configured Memory per physical server
3.	Application Storage	Minimum 30TB storage available disk space. Minimum 7 days of storage should be available on local server, which shall be overwrite after every 7 days.
4.	Network interface	2 X 10 GbE LAN ports for providing Ethernet connectivity. Optional: 1 X Dual-port 16Gbps FC HBA for providing FC connectivity The required connectivity can be provided using converged FCOE ports on servers
5.	Power supply	Dual Redundant Power Supply
7.	RAID support	As per requirement/solution
8.	Operating System	Licensed version of 64-bit latest version of Linux/ Unix/Microsoft® Windows based Operating system)
9.	Form Factor	Rack mountable
10.	Virtualization	Shall support Industry standard virtualization hypervisor like Hyper- V, VMWARE and Citrix. Bidder will decide.
11.	Operating Temperature	5 degree C to 40 degree C, should be an Industrial grade model

1.9 Storage

#	Parameter	Minimum Specifications
1.	Solution Type	IP Based/iSCSI/FC/NFS/CIFS/N2N
2.	Storage	<p>Storage Capacity should be minimum 125 TB or more as per requirement (usable, after RAID configuration)</p> <p>To store all types of data (Data, Voice, Images, Video, etc)</p> <p>Storage system should be capable of upward scalability.</p> <p><i>Note: Storage space to be finalized during the design phase.</i></p>
3.	Hardware Platform	<p>Rack mounted form-factor</p> <p>Modular design to support controllers and disk drives expansion</p>
4.	Controllers	At least 2 Controllers in active/active mode. The controllers / Storage nodes should be upgradable seamlessly, without any disruptions / downtime to production workflow for performance, capacity enhancement and software / firmware upgrades.
5.	RAID support	Should support various RAID levels
6.	Cache Memory	Minimum 256 GB per controller of useable cache memory across all controllers. If cache memory is provided in additional hardware for unified storage solution if applicable, then cache memory must be over and above 256 GB per controller.
7.	Redundancy and High Availability	The Storage System should be able to protect the data against single point of failure with respect to hard disks, connectivity interfaces, fans, and power supplies.
8.	Management software	<p>All the necessary software (GUI Based) to configure and manage the storage space, RAID configuration, logical drives allocation, snapshots etc. are to be provided for the entire system proposed.</p> <p>Licenses for the storage management software should include disc capacity/count of the complete solution and any additional disks to be plugged in in the future, upto max capacity of the existing controller/units.</p> <p>A single command console for entire storage system.</p> <p>Should also include storage performance monitoring and management software.</p> <p>Should provide the functionality of initiative-taking monitoring of Disk drive and Storage system for all disk failures.</p>

#	Parameter	Minimum Specifications
		Should be able to take "snapshots" of the stored data to another logical drive for backup purposes
9.	Data Protection	The storage array must have complete cache protection mechanism either by de-staging data to disk or providing complete cache data protection with battery backup for up to 4 hours
10.	Storage Timelines	<ol style="list-style-type: none"> 1. Successful bidder shall keep the storage of complete data (Images and videos). Images for 180 days and Videos for 30 days. 2. Successful bidder shall keep the storage of complete data (images/video recording) on storage devices, in case of any disputed/discrepancy, till the end of the contract period. 3. Any type of additional storage requirement shall be borne by the bidder.

1.10 Monitoring Workstations

#	Parameter	Minimum Specifications
1.	Processor	Latest generation 64bit X86 Quad core processor(3Ghz) (preferably Core i7 or better processors)
2.	Chipset	Latest series 64bit Chipset
3.	Motherboard	OEM Motherboard
4.	RAM	Minimum 8 GB DDR3/4/5 ECC Memory @ 1600 Mhz. Slots should be free for future upgrade. Minimum 4 DIMM slots, supporting up to 32GB ECC
5.	Graphics card	Minimum Graphics card with 2 GB video memory (non- shared)
6.	HDD	2 TB SATA-3 Hard drive @7200 rpm with Flash Cache of 64GB SSD. Provision for installing 4 more drives.
7.	Media drive	NO CD / DVD drive
8.	Network interface	10/100/1000 Mbps autosensing on board integrated RJ-45 Ethernet port.
9.	Audio	Line/Mic IN, Line-out/Spr Out (3.5 mm)
10.	Ports	Minimum 6 USB ports (out of that 2 in front),

#	Parameter	Minimum Specifications
11.	Keyboard	104 keys minimum OEM keyboard
12.	Mouse	2 button optical scroll mouse (USB)
13.	PTZ joystick controller (With 2 of the workstations in CC)	PTZ speed dome control for IP cameras Minimum ten programmable buttons Multi-camera operations Compatible with all the camera models offered in the solution. Compatible with VMS /Monitoring software offered
14.	Monitor	27" TFT LED monitor, Minimum 1920 x1080 resolution, 5 ms or better response time, TCO 05 (or higher) certified
15.	Certification	Energy star 5.0/BEE star certified
16.	Operating System	64-bit pre-loaded OS with recovery disc
17.	Security	BIOS controlled electro-mechanical internal chassis lock for the system.
18.	Antivirus feature	Advanced antivirus, antispyware, desktop firewall, intrusion prevention (comprising of a single, deployable agent) which can be managed by a central server. (Support, updates, patches and errata for the entire contract/ project period)
19.	Power supply	SMPS; Minimum 400-watt Continuous Power Supply with Full ranging input and APFC. Power supply should be 90% efficient with EPEAT Gold certification for the system.

Note:

1. Bidder shall be responsible to disable all ports/interfaces from all workstations installed at site.

1.11 Firewall

#	Parameter meter	Minimum Specifications
	Performance	
1.	Firewall throughput	5 Gbps or more

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#	Parameter meter	Minimum Specifications
2.	IPS throughput	Minimum 1 Gbps
3.	NGFW throughput	Minimum 1 Gbps
4.	Threat Protection throughput	Upto 145 Mbps
5.	Concurrent	10,00,000 or more
6.	IPsec VPN	2000 Mbps or more
7.	SSL decryption + Threat Protection	1000
Physical Interfaces		
8.	Storage	64 Gb SSD or more
9.	Ethernet interfaces	8 GbE copper or more, 1 SFP port
10.	I/O ports (rear)	2 x USB 2.0/USB 3.0
11.	Power	DC: 12/24V, 100-240VAC or compatible, 50-60 Hz
Environment		
12.	Power consumption	10-50W
13.	Operating temperature	0-40°C (operating) -10 to +70°C (storage)
14.	Humidity	10%-90%, non-condensing
Physical specifications		
15.	Mounting	Rackmount
16.	Dimension	Suitable for Network Rack
17.	Warranty	The proposed solution shall support 3 years Replacement and 24*7 TAC support.
18.	Support	The proposed solution should support Content filtering, Web Search Filtering, Intrusion Prevention, Threat Protection, Advanced Malware Protection and Active Directory Integration

1.12 Server Rack

#	Parameter	Minimum Specifications
1.	Type	<p>27 / 42 U racks mounted on the floor</p> <p>Floor Standing Server Rack – 27 / 42 U with Heavy Duty Extruded Aluminium Frame for rigidity. Top cover with FHU provision. Top & Bottom cover with cable entry gland plates. Heavy Duty Top and Bottom frame of MS. Two pairs of 19" mounting angles with 'U' marking. Depth support channels - 3 pairs with an overall weight carrying Capacity of 500Kgs.</p> <p>All racks should have mounting hardware 2 Packs, Blanking Panel.</p> <p>Stationery Shelf (2 sets per Rack)</p> <p>All racks must be lockable on all sides with unique key for each rack.</p> <p>Racks should have Rear Cable Management channels, Roof, and base cable access.</p> <p>The depth of the server rack should be 1200MM</p>
2.	Wire managers	Two vertical and four horizontals
3.	Power Distribution Units	<p>Two per rack</p> <p>Power Distribution Unit - Vertically Mounted, 32AMPS with 25 Power Outputs. (20 Power outs of IEC 320 C13 Sockets & 5 Power outs of 5/15 Amp Sockets), Electronically controlled circuits for Surge & Spike protection, LED readout for the total current being drawn from the channel, 32AMPS MCB, 5 KV AC isolated input to Ground & Output to Ground</p>
4.	Doors	<p>The racks must have steel (solid / grill / mesh) front / rear doors and side panels. Racks should NOT have glass doors / panels.</p> <p>Front and Back doors should be perforated with at least 63% or higher perforations.</p> <p>Both the front and rear doors should be designed with quick release hinges allowing for quick and easy detachment without the use of tools.</p>
5.	Fans and Fan Tray	<p>Fan 90CFM 230V AC, 4" dia (4 Nos. per Rack)</p> <p>Fan Housing Unit 4 Fan Position (Top Mounted) (1 no. per Rack) - Monitored - Thermostat based - The Fans should switch on based on the Temperature within the rack. The temperature setting should be factory settable. This unit should also include - humidity & temperature sensor</p>
6.	Metal	Aluminum extruded profile

#	Parameter	Minimum Specifications
7.	Side Panel	Detachable side panels (set of 2 per Rack)

1.13 Field Junction Box

#	Parameter	Minimum Specifications
1.	Size	Suitable size as per site requirements to house the field equipment
2.	Cabinet Material	Powder coated CRCA sheet/ Stainless steel
3.	Material Thickness	Min 1.2mm
5.	Number of Locks	Two
6.	Protection	IP 55, Junction Box design should ensure to keep the temperature within suitable operating range for equipment's and should also avoid intentional water splash and dust intake
7.	Mounting	On Camera Pole / Ground mounted on concrete base
8.	Form Factor	Rack Mount/DIN Rail
9.	Other Features	Rain Canopy, Cable entry with glands and Fans/any other accessories as required for operation of equipment's within junction box.

1.14 Edge Level Switch

#	Parameter	Minimum Specifications
1.	Type	Managed Outdoor Industrial grade switch
2.	Total Ports	1) Minimum 24 port 1 Gbps PoE/PoE+ and 2 No's fiber Uplink ports of 10G. i. May require higher port density at some locations, depending upon site conditions. ii. May require fiber ports at some locations, depending upon site conditions/distances.
3.	PoE Standard	IEEE 802.3af/ IEEE 802.3at or better,

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#	Parameter	Minimum Specifications
		370 watts Power budget or more, Dynamic PoE allocation
4.	Protocols	1) IPV4, IPV6 2) Support 802.1Q VLAN 3) DHCP support 4) IGMP 5) SNMP Management 6) Should support Loop protection and Loop detection. 7) Should support Ring protection. 8) End point Authentication 9) Should support NTP
5.	Access Control	1) Support port security 2) Support 802.1x (Port based network access control). 3) Support for MAC filtering
6.	PoE Power per port	Sufficient to operate the CCTV cameras/edge devices connected
7.	Enclosure Rating	IP 30 or equivalent Industrial Grade Rating (to be housed in Junction box)
8.	Operating Temperature	0 -55 C or better Industrial Grade Rating
9.	Multicast support	IGMP Snooping V1, V2, V3 MLD Snooping V1, V2
10.	Management	Switch needs to have RS-232/USB/RJ45 console port for management via a console terminal or PC. Web GUI NTP Syslog for log capturing. SNMP V1, V2, V3
11.	Compliance	UL/EN/IEC or equivalent
12.	Power Supply	Inbuilt Dual Power Supply In built Dual Fan

#	Parameter	Minimum Specifications
13	Switching Capacity	30 Gbps or better

1.15 Core Switch

#	Parameter	Minimum Specifications
1.	Ports	1) 24 port 1G Ethernet ports, PoE/PoE+ port and 2 No's fiber Uplink ports of 10G. 2) All ports can auto-negotiate between all allowable speeds, half-duplex or full duplex and flow control for half-duplex ports.
2.	Switch type	Layer 3
3.	MAC	Support 32K MAC address.
4.	Backplane	Capable of providing wire-speed switching
5.	Switching Capacity	48 Gbps or better
6.	Port Features	Must support Port Mirroring, Port Trucking and 802.3ad LACSP Link Aggregation port trunks
7.	Flow Control	Support IEEE 802.3x flow control for full-duplex mode ports.
8.	Protocols	1) IPV4, IPV6 2) Support 802.1D, 802.1S, 802.1w, Rate limiting. 3) Support 802.1X Security standards 4) Support 802.1Q VLAN encapsulation, IGMP v1, v2 and v3 snooping. 5) 802.1p Priority Queues, port mirroring, DiffServ 6) DHCP support 7) Support up to 1024 VLANs. 8) Support IGMP Snooping and IGMP Querying 9) Support Multicasting 10) Should support Loop protection and Loop detection, 11) Should support Ring protection

#	Parameter	Minimum Specifications
9.	Access Control	<ol style="list-style-type: none"> 1) Support port security 2) Support 802.1x (Port based network access control). 3) Support for MAC filtering. 4) Should support TACACS+ and RADIUS authentication
10.	VLAN	<ol style="list-style-type: none"> 1) Support 802.1Q Tagged VLAN and port based VLANs and Private VLAN 2) The switch must support dynamic VLAN Registration or equivalent. 3) Dynamic Trucking protocol or equivalent
11.	Protocol and Traffic	<ol style="list-style-type: none"> 1) Network Time Protocol or equivalent Simple Network Time Protocol support 2) Switch should support traffic segmentation. 3) Traffic classification should be based on user-definable application types: TOS, DSCP, Port based, TCP/UDP port number
12.	Management	<ol style="list-style-type: none"> 1) Switch needs to have a console port for management via a console terminal or PC. 2) Must have support SNMP v1, v2 and v3. 3) Should support 4 groups of RMON. 4) Should have accessibility using Telnet, SSH, Console access, easier software upgrade through network using TFTP etc. Configuration management through CLI, GUI based software utility and using web interface
13.	Resiliency	<ol style="list-style-type: none"> 1) Dual load sharing AC and Primary power supplies 2) Redundant variable-speed fans

1.16 Enterprise Management System

- 1) To ensure that MLFF systems are delivered at the performance level envisaged, it is important that an effective monitoring and management system be put in Place. It is thus proposed that a proven Enterprise Management System (EMS) is proposed by the bidder for efficient management of the system, reporting, SLA monitoring and resolution of issues. Various key components of the EMS to be implemented as part of this engagement are.
 - I. Network Monitoring System
 - II. Server Monitoring System
 - III. Helpdesk System

- 2) The solution should provide a unified web-based console which allows role-based access to the users.
- 3) The Proposed EMS shall be capable to monitor all SLA defined in the RFP.
- 4) The Proposed EMS shall be able to provide reports in pdf, excel and CSV file format.

1.17 Video Wall & Controller

#	Parameter	Minimum Specifications
1.	Technology	Solid state LED illumination technology or LED based Technology or equivalent
2.	Display Unit	The Visual Display Unit / Rear Projection Module
3.	Screen Size	55" cubes in a 4 X 2 display
4.	Resolution	Full high definition (1920X1080)
5.	Brightness	Uniformity of 85%
6.	Contrast Ratio	Min. 1400 : 1
7.	Wall Uptime	Min. 60,000 hours of rated life (Expected to be operational 24X7)
8.	Viewing Angle	180 degree viewing angle
9.	Screen to Screen gap	The inter screen gap should be <= 1 mm
10.	Other Features	RS232 control (with loop-through) On Screen Display (OSD) IR remote control flicker free image on the Large Screen Graphics Wall
11.	Input	IP Based
12.	Same OEM for Controller and Display	Display Controller and management software shall be from the same OEM. The number of outputs shall be capable to drive number of cubes to achieve the resolution.

2. Functional Requirements of all MLFF Sub System

2.1 RFID Reader

The primary function of automatic identification technology is to identify vehicles passing through the road to enable toll collection via FASTag. This is achieved using RFID readers and antenna installed on Multi-Lane Free Flow (MLFF) gantries or lanes.

Operational Overview:

1. FASTag Detection:

- a) RFID readers emit signals to scan and read the FASTag affixed to vehicles.
- b) The information from the detected FASTag is processed for initiating toll payments.

2. Installation and Coverage:

- a) RFID readers are mounted on MLFF gantries or lanes for optimal coverage.
- b) A single RFID reader can effectively cover up to two lanes.

3. Data Transmission:

- a) Identification data from the FASTag is transmitted via radio frequency to the RFID reader.
 - b) The RFID reader forwards the data to the controller unit through cables for further processing transactions.
- 4. The RFID system shall have an anti-collision feature, enabling it to read multiple FASTags simultaneously without errors or conflicts.
 - 5. The RFID Reader shall authenticate and process the information from FASTags efficiently and securely.
 - 6. Each RFID Reader shall support a minimum of 4 radio channels to connect up to 4 antennas. No more than 4 antennas shall be connected to a single RFID Reader. Channel switching must occur within 6 milliseconds or faster to maintain operational efficiency.
 - 7. To ensure accuracy, one or multiple RFID Readers may be deployed to manage a single lane effectively.
 - 8. RFID channel switching customization shall be controlled at the Highway Control Center level via the MLFF application.
 - 9. Deleted
 - 10. All tags detected under the canopy must be stored in the reader's internal memory before being transmitted over the network.
 - 11. RFID Reader housing shall be rugged, tamper-proof, and designed to operate under adverse weather conditions.
 - 12. The reader must support robust data security measures, including anti-copying and anti-forgery functionalities.
 - 13. It must withstand harsh climatic conditions while ensuring stable and consistent 24x7 operation.

2.2 RFID Antenna

RFID Antenna refers to the conductive element that sends and receives FASTag data. The minimum height clearance for the RFID antenna should be based on Indian regulations regarding road construction. The RFID antenna should be designed for high-speed toll collection systems (the MLFF system in this case).

2.3 ANPR and Application

The Automatic Number Plate Recognition (ANPR) camera system is designed to automatically read vehicle license plates using optical character recognition technology. This versatile system is used for surveillance in various toll applications.

- i. Integration: ANPR technology should be embedded within security cameras (also known as ANPR Cameras) to ensure accurate readings regardless of the shape and color of the license plates.
- ii. Lighting Conditions: The ANPR cameras must be capable of reading license plates under varied lighting conditions, including day, night, and adverse weather conditions.
- iii. High-resolution ANPR Camera for multi-lane coverage (3MP or better, CMOS), Global shutter.
- iv. High frame rate (50/60 fps) for traffic bursts and image sequence of speeding vehicles

#	System Parameter
General	
1.	ANPR system automatically captures the license plates of any vehicle(s) in the field of view (FOV) of a camera and stores them in database, so that details of the vehicles are available at any later point in time along with related video footage. It's OCR engine then converts captured license plate number into editable text, for ease of validation of vehicle details. OCR engines need to be designed and customized as per the multiple number plate and various Indian scripts apart from standard HSRP number plates
2.	If there is more than one vehicle in the camera FOV, then all of them are independently processed and their license plates are recognized irrespective of the type of vehicle like car, bus, truck, auto rickshaw, motorcycle, etc.
3.	Deleted
4.	The vehicle image produced by the system should be wide enough to give the exact position of the vehicles with respect to the virtually marked point.
5.	The system is capable to process and read number plate of vehicles with speed Upto 150km/hr. or higher.

#	System Parameter
6.	The system can capture vehicle color and label them as per predefined list of configured system colors. System allows option to search combination if vehicle color with vehicle registration number plate.
7.	The Evidence and ANPR camera should continuously record all footage in its field of view to be stored at the local base station. This should be extractable onto a portable device as and when required. The network should have the capability to provide the real time feed of the evidence camera to the CC at the best resolution possible on the available network.
8.	The system shall be equipped with IR Illuminator in-built as well as external to ensure clear images including illumination of the Number Plate under low light conditions and nighttime.
9.	The system support reading accuracy Upto 99.5% of standard number plate vehicles number plates which are visible by human eyes.
11.	The system support API for integration with 3rd parties' application.
12.	Recording & display information archive medium
12 (a)	<p>The recording and display of information should be detailed on the snapshot of the infracting vehicle as follows:</p> <ul style="list-style-type: none"> a) Computer generated unique ID. b) Date (DD/MM/YYYY) c) Time (HH:MM: SS) d) Equipment ID e) Location ID f) Lane Number of the vehicle g) Time Stamp of RFID Reader at the time VRN captured by ANPR h) Registration Number of vehicle

#	System Parameter
13	<p>The ANPR application should be a tightly coupled system with the MLFF software deployed on the servers. The ANPR application should only be accessible through the MLFF Software.</p> <ul style="list-style-type: none"> a) The system should have secure access mechanism for validation of authorized personnel. b) Deletion or addition and transfer of data should only be permitted to authorized users. c) The system should have the capability to transfer the data to CC (Control Centre) through proper encryption in real time and batch mode for verification of the processing of E-Notice as defined in the e-Notice module. d) If connectivity to server is not established due to network/connectivity failures, then all data shall be stored on site on the Edge system / LPU and will be transferred once the connectivity is re-established automatically. There shall also be a facility of physical transfer of data on portable device whenever required. There should be a provision to store minimum one week of data at each site on a 24x7 basis.
14	Mounting structure
a.	<ul style="list-style-type: none"> a) It will be Mounted on the Canopy/Gantry. b) The ANPR camera shall be placed in such a way that it should be able to view the edge shoulders as well as the service lanes to capture the vehicle license plates and process the same for deduction of toll.

2.4 IR Illuminator

The illuminator should be equipped with ANPR Camera will be able to provide complete coverage for image capture. Under MLFF, the IR Illuminator should also be able to handle different driving behavior in MLFF environment including lane switching, high speed, tailgating, low speed, etc. The light given off by the illuminator should be set to minimize potential distraction to motorists.

- a) High power, compact and lightweight
- b) Up to 75 Hz for traffic bursts and image sequences
- c) Infrared (invisible)
- d) Rugged IP66 enclosure
- e) Long life, low total cost of ownership

2.5 Audit Surveillance Camera

- a) Audit Surveillance Cameras shall be installed on each MLFF gantry, with one camera positioned on the **Right-Hand Side (RHS)** and one on the **Left-Hand Side (LHS)**. The cameras shall be mounted at an appropriate height to ensure full coverage of all lanes, including the shoulder lane,

on their respective sides. The setup must enable clear capture of every vehicle passing through the gantry or lanes of the toll plaza.

- b) Adequate illumination, such as IR flashers, shall be installed to enhance the accuracy of the camera during nighttime operations. The camera's image quality must be clear enough to count and vehicles with color based, color code and their types passing under the gantry/canopy. It shall also capture video with clear number plates within a range of 30 meters.
- c) The Audit Surveillance Camera shall be positioned to ensure visibility of the edge shoulders as well as service lanes. This configuration must enable the capture of vehicle details for further processing by the MLFF server to meet functional requirements.
- d) If connectivity to server is not established due to network/connectivity failures, then all data shall be stored on site on the Edge system / LPU and will be transferred once the connectivity is re-established automatically. There shall also be a facility of physical transfer of data on portable device whenever required. There should be a provision to store minimum one week of data at each site on a 24x7 basis.
- e) The proposed solution must be highly customizable to accommodate IHMCL's specific requirements and evolving needs.

2.6 Detector- LIDAR & RADAR

- a) The bidder shall propose appropriate technical solution/ product to check speed, count the number of vehicles and classification of the passing vehicle at each lane. The output of the detectors should be to indicate the presence/ passage of vehicles and shall be used to trigger the MLFF system to generate counts, vehicle classification, and speed at each lane.
- b) Vehicle passage detection shall utilize a LiDAR radar scanner mounted overhead to scan the road surface for vehicles entering the capture zone. Upon detecting a vehicle within zone, the system shall trigger the vehicle passage event, initiating the capture process.
- c) The detection device shall operate reliably under various weather conditions, including sunshine, heavy rain, and fog. The Bidder shall clearly specify the Placement of the detector **(Count, Speed) for each lane.**
- d) The detector shall accurately count vehicles in non-lane-based, mixed-traffic flow conditions and differentiate between various vehicle types, such as two-wheelers, three-wheelers, cars, and heavy goods vehicles (HGV). The system must maintain a counting accuracy of 99% across all lighting and weather conditions. The Bidder shall outline the methodology to achieve this accuracy in their technical proposal.
- e) A detector that does not change its status at least once during a stage execution shall be notified to the Server (in MLFF) at the termination of the associated stage.
- f) The system shall feature advanced 2D, 3D, or 4D LiDAR sensors for powerful and efficient vehicle detection.
- g) The detection device shall have a compact housing with an enclosure rating of IP67, along with integrated heating to enable consistent operation in outdoor environments.

2.7 Firewall

The firewall must provide unparalleled visibility into risky users, unknown or unwanted applications, advanced threats, suspicious payloads, and encrypted traffic. It shall ensure robust protection of the network from ransomware, advanced threats, phishing emails, and other cybersecurity risks, with the following minimum functionalities:

- i. Firewall Block Access to Unapproved Websites, address, URLs
- ii. Protect the Network, Data, and machine from Malicious Code
- iii. Firewalls shall have Control of Internet content connected to the gantry equipment.
- iv. Shall have Limits set options on Bandwidth Usage
- v. Shall Secure Network when using remote sessions or Remote Monitoring from Anywhere
- vi. Shall Work 24/7, Monitoring the Network and Protecting It from Harmful codes, sites, malware, ransomware attacks.
- vii. The firewall must be capable of managing multiple firewalls from different vendors, both virtual and physical, providing seamless integration and centralized management.

2.8 Communication and Time Synchronization

The Communication and Time Synchronization of MLFF system shall be as per below requirements:

- 1) **Communication Interface:** The Equipment shall support Ethernet interface to communicate with the MLFF server.
- 2) **Power Saving:** Appropriate energy saving mechanisms and approaches.
- 3) **Real Time Clock:** The system should maintain a real-time clock of the system and sync with all the field equipment. The real time clock shall be based on Network Time Protocol (NTP) or Simple Network Time Protocol (SNTP). This shall maintain the transaction time and become an integral part of the system.

2.9 MLFF Application Software

- 1) The MLFF application is the core of the Multi Lane Free Flow (MLFF) system, responsible for processing transactions and payments based on predefined business rule logics. The application shall be deployed at two key locations: the Gantry/Lanes and the Control Center (CC). The core MLFF application will be hosted on a centralized server, which manages the MLFF applications at gantry/lanes. The Gantry MLFF application will establish a dedicated communication link to the server to sync configuration parameters and receive real-time updates. In case of a loss of connectivity, the Gantry application will continue functioning autonomously, storing transactions (settled, unsettled, or requiring manual validation) locally. Once connectivity is restored, the stored data will be synchronized with the core server application. All transaction data originating from the Gantry MLFF application will be assimilated into the centralized MLFF application at the server
- 2) The MLFF application will track vehicle flow in real-time to calculate vehicle counts and classifications using various sensors, such as RFID readers, ANPR cameras, and vehicle detectors. The MLFF application will also ensure real-time data processing and the correct assignment of toll charges based on vehicle type, lane used, and other relevant parameters. The application software will support automated generation of e-Notices of vehicles crossing the Gantry/Lanes area under violation category.
- 3) MLFF application shall take the decision of sending the file for transaction based on the confidence of the RFID and ANPR camera read accuracy.
- 4) MLFF application at Gantry/lanes should be capable of distinguish between tollable and non-tollable vehicles (two-wheelers, 3-wheelers, etc.) without any human intervention. It should have the function to determine the direction of the vehicle travel (such as forward or reverse)
- 5) The transactions recorded at the Gantry (tolling point) are initially stored in the Gantry MLFF application. This data is then transmitted to the core MLFF application, hosted at the Control Center or a central server, for processing based on the transaction status. This ensures that all transaction records received from the Gantry/Lanes are centralized and processed by the core system.
- 6) The MLFF core application manages the entire interface of the MLFF system and receives both transaction data and heartbeat signals from the Gantry equipment via the Gantry application. The core MLFF application and the Gantry application synchronize essential elements such as time, configuration settings, and transaction data. Access to the core MLFF application at the Control Center (CC) is controlled based on user rights and roles. For example, the Manual VRN Transaction Validation Team will only have access to the pending transactions that require manual validation. On the other hand, the Auditor/Validator, responsible for authorizing the e-notice issued, will only be able to access transactions requiring manual validation for approval.
- 7) The MLFF application shall be integrated with the VAHAN database of NIC through an API to retrieve the Gross Vehicle Weight (GVW) of vehicles passing through the gantry/lanes based on Vehicle Registration Number (VRN) or Vehicle Identification Number (VIN). This integration shall be implemented at no additional cost to IHMCL, with IHMCL providing the necessary support to the bidder for seamless integration with NIC.
- 8) The MLFF Gantry Application encompasses several key functionalities critical to the MLFF system, represented by the following interconnected components:

- i. **Device Configuration:** Allows configuration of the field devices at the Gantry for accurate toll collection and monitoring.
- ii. **Toll Transaction Processing:** Manages the processing of toll transactions, ensuring data accuracy and timely processing.
- iii. **Rules & Fare Engine:** Defines the tolling rules and fare structure to ensure correct toll calculations based on vehicle type, lane, and other factors.
- iv. **Sync with Core MLFF Application:** Facilitates synchronization of data and configuration settings between the Gantry application and the central MLFF server.
- v. **Field Device Health:** Monitors the health and status of field devices to ensure smooth operation of the tolling system.
- vi. **Manage Exception List:** Handles exceptions, such as missed toll reads or invalid transactions, ensuring proper follow-up and resolution.
- vii. Rule 138A of the CMVR -1989 mandates fitment of FASTag on all categories of M & N motor vehicles including those sold in the form of driveaway chassis without windscreen by the manufacturer of the vehicle or its authorized dealer.
- viii. The bidder shall submit the details including TEMP numbers, Make& Model etc of all such vehicles which are passing through MLFF system and not fitted with FASTag for further action.
- ix. Vehicles without number plate, damaged or tampered number plate, in such cases the successful bidder shall ensure the data of such vehicles along with the images for further action.
- x. Additionally, the MLFF system must include a provision to generate and fetch the necessary reports for the above through the web-portal.

This central integration ensures the smooth operation and efficiency of the toll collection system at each Gantry location, aligning all components with the core MLFF application.



MLFF Gantry Application

2.10 Web-Portal:

The bidder shall develop an advanced and user-friendly online web-portal with access for IHMCL and NHAI via a secure web-based login system. The portal must feature a comprehensive dashboard, alert system, and customizable MIS reports. It should provide access control to ensure functionality can be assigned to authorized users as per requirements. The portal must support real-time data visualization and reporting for selectable date ranges. Key features include, but are not limited to:

1) Dashboard

- a. Real-time health status of MLFF equipment, including Gantries and Plaza building.
- b. Real-time operational status of lanes.
- c. Real-time equipment health status, direction-wise and lane-wise.
- d. Real-time traffic and revenue updates incrementally (Daily, Weekly, Monthly)
- e. Traffic and revenue analytics for the last 7 days displayed as bar charts.
- f. Real-time status of accepted ,rejected and exempted e-Notices generated.
- g. Comparison of RFID reader vs. ANPR accuracy (success rate).
- h. Alerts for anomalies in traffic, revenue, or equipment health.

2) E-Notice Module

- a. e-Notice Module functionality within the web portal.
- b. Role-based access management to ensure only authorized personnel can access the e-Notice Module.
- c. Features to validate the generated e-Notices as below:
 - i. **Accepted:** Automatic integration with NIC e-Notice and NETC systems for processing.
 - ii. **Rejected:** Mandatory comments required for rejection reasons (e.g., VRN not visible etc.).
 - iii. **Exempted:** Mandatory comments for exemption (e.g., testing vehicle, convoy).
- d. Status monitoring for issued e-Notices (Accepted, Rejected, Exempted) on the main dashboard.
- e. Tracking and reporting of repetitive exempted or rejected cases over various time periods (daily, weekly, monthly).

3) Reports

The portal should allow the user to customize and generate reports based on time periods, locations, or other specified parameters. The portal must generate detailed and customizable reports as per requirements, including but not limited to:

a. Equipment and Lane Reports

- i. Equipment Uptime Report: Tracks uptime and performance of all MLFF equipment as per SLA.

- ii. Lane Uptime Report: Provides uptime and operational status of lanes.
- iii. Network Uptime Report: Monitors link status and uptime between each location and the MLFF Server.
- iv. Network Status Report: Detailed network performance metrics, including latency, uptime, and outage analysis.

b. Traffic and Revenue Reports

- i. Traffic & Revenue Report: Lane-wise, gantry-wise, and overall revenue and traffic details.
- ii. Tollable vs. Non-Tollable Transaction Report: Classification of transactions into tollable and non-tollable categories.
- iii. Vehicle Count Report: Class-wise vehicle count passing through gantries, categorized as Tollable and Non-Tollable.

c. Accuracy Reports

- i. LiDAR vs FASTag Classification Report: Comparison of LiDAR vehicle classification with FASTag data.
- ii. LiDAR vs Mapper Classification Report: Comparison of LiDAR classification with Mapper system data.
- iii. ANPR Accuracy Report: Tracks the accuracy of vehicle number plate recognition and exceptions.
- iv. RFID Reader Accuracy Report: Evaluates FASTag recognition accuracy and exceptions.

d. Revenue Share Report

e. Reconciliation and Settlement Reports

- i. **Total Transactions:** Successful, failed, and pending transactions.
- ii. **Reconciled Amount:** Match between toll plaza and bank records.
- iii. **Settlement Status:** Amounts credited or awaiting settlement.
- iv. **Adjustments:** Chargebacks, discrepancies, or penalties.

f. E-Notice Report

- i. **Total Notices:** Count of issued, accepted, rejected, and exempted notices.
- ii. **Penalty Status:** Paid and pending penalties.
- iii. **Reasons for Rejection/Exemption:** With counts.
- iv. **Repeat Offenders:** Vehicles with multiple violations.
- v. **Trend Analysis:** Weekly/monthly e-Notice issuance and payment trends.

g. Event and Activity Reports

- i. **Event Report:** Summarizes incidents, system logs, and user activities.

- ii. **Audit Trail Report:** Detailed logs of all system changes and user actions for audit purposes.

h. Historical and Analytical Reports

- i. **Real-Time & Historic Data Reports:** Includes transaction history, revenue collections, and trends.
- ii. **Trend Analysis Report:** Identifies traffic and revenue patterns over selected timeframes.
- iii. **Predictive Maintenance Report:** Uses historical data to predict potential equipment failures.

i. Security Reports

- i. **Antivirus Report:** Status of active nodes, virus definitions, periodic scans, and infections detected.
- ii. **Cybersecurity Report:** Logs failed login attempts, potential breaches, and system vulnerabilities.
- j. **Exempt Transaction Report** – This report module shall provide the details of vehicles exempted from the system.
- k. **Real Time & Historic Data** – including but not limited to transactions and revenue collections, etc.
- l. **Antivirus Report:** Generates a list of active nodes in the antivirus system, along with their status, latest virus definitions, periodic scans, and any detected infections.
- m. **Real Time & Historic Data** – including but not limited to transactions and revenue collections, etc.

2.11 Indicative Minimum Bill of Quantity (BOQ):

1. MLFF Using Plaza Infrastructure:

BOQ				
	Development Phase			
S. No.	Description of work	Unit	Qty	Remarks
MLFF Using Plaza Infrastructure				
A	Field Equipment			
1.	RFID Antenna	Nos	1	Per lane
2.	RFID Reader	Nos	1	Per lane
3.	Detector -Radar	Nos	1	Per lane
4.	Detector – LiDAR	Nos	1	1 for 02 lanes or as per solution
5.	ANPR Camera (Including Housing and Mounting) +Controller+ Pole/Canti lever with all licenses	Nos	2	Per lane (Back & Front)
6.	Audit Surveillance Camera and Mounting + Pole/Canti Lever with all licenses	Nos	1	Per lane
7.	IR Illuminator	Nos	1	Per lane as per solution
8.	Field Junction Box with Surge Protector Device	Nos	1	Per lane
9.	Edge Level switch (8 Port or as per requirement)	Nos	1	Per lane
10.	Switch (Layer 3) – 24 Port (HA Mode)	Nos	1	Per Direction
11.	Any additional Component	-	Lumpsum	

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B	Control Room Equipment (per Control Room) each plaza should have separate Control Centre			
1.	MLFF Local Server (HA mode)	Nos	2	
2.	Workstation with Display 27”	Nos	5	
3.	Storage (Minimum 125 TB)	Nos	1	
4.	Server Rack (27U)	Nos	1	
5.	Junction Box with Surge Protector Device	Nos	1	
6.	Firewall with all licenses	Nos	1	
7.	Redundant Internet Connectivity (1 Gbps)	Nos	2	Leased Line
8.	Video Wall and Controller	Nos	1	
C	Network & Cabling			
1.	Armored OFC	-	Lumpsum	
2.	Electrical Cable		Lumpsum	
3.	Cat-6 A cable with adequate Cable tray		Lumpsum	
4.	Earthing, Lightning Protection, Network Surge Protection		Lumpsum	
D	Toll Plaza Software Application (CC & Field)			
1.	Multi Lane Free Flow Software with portal and Dashboard and two license	-	Complete in respect	Perpetual Licenses /Open source
2.	ANPR Application Per Channel		01 per ANPR Camera	Perpetual Licenses

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				/Open source
3.	Video Management Software Base License		1	Perpetual Licenses /Open source
4.	Video Management Software Per Channel license		01 per Camera	Perpetual Licenses /Open source
5.	Detector -Radar applications		1	Perpetual Licenses /Open source
6.	Detector -LiDAR applications		1	Perpetual Licenses /Open source
7.	RFID Reader and Antenna Application		1	Perpetual Licenses /Open source
8.	Video Analytics (Camera/ Application)		01 per Camera	Perpetual Licenses /Open source
9.	Firewall at CC (Control Centre)		Lumpsum	Lumpsum
10.	Enterprise Management Software (EMS)		Lumpsum	1 (Master License + Nodes=60)
11.	Integration with VAHAN		Lumpsum	
12.	Operating System		Lumpsum	Licensed version
13.	Any additional		Lumpsum	

2.12 Minimum Manpower Requirements & Qualifications:

- a) Manpower Requirement: The Bank shall deploy personnel as specified below. The actual number of personnel shall be determined based on project requirements, ensuring that the minimum numbers indicated below are maintained.

Sno.	Manpower Details	Minimum Number of Resources for each plaza	Remarks
1.	Project Manager	1	
2.	CC Transaction Validator/Auditor at CC	14	4 per shift + 2 Reliever
3.	Field Engineer at Field Location	8	2 Engineer per shift + 2 Reliever
4.	Security Guard (It is the responsibility of the Bidder/Bank to ensure safety and security of the command control center and associated premise/infrastructure/space allocated for the purpose of the project. Bidder/Bank should ensure appropriate deployment of manpower/resources to ensure the same)	14	4 Security Guard per shift plus reliever
5.	Cleaner	8	2 per shift plus 2 relievers

b) Manpower Requirement & Qualification

#	Manpower Designation	Minimum Qualifications
1.	Project Manager (Dedicated On-site)	Minimum Education: B.E/B.Tech/MCA along with MBA is required.
		Total experience: 12 years and above.
		Languages known (Read, Write and Speak): Hindi and English
		Prior project management experience of at least 10 years of handling ETC based Toll Plaza projects.
		Excellent writing, communication, time management and multi-tasking skills
		Project Experience of managing components
2.	Field Engineer	B. E/ B. Tech/ MCA/ MTech with minimum five years of experience in Systems/Software Quality Assurance
		2 Engineer for each shift (8Hrs) and 2 relievers
3.	CC Auditor/ Transaction Validator	Graduate in any discipline with at least 2 years of relevant experience in citizen contact service.
		Minimum 4 auditors/Validator per shift(8hrs) per MLFF plaza and 2 relievers. Number of auditors may be dependent on the volume of traffic which is to be decided by the bidder.
4.	Security Guard (It is the responsibility of the Bidder/Bank to ensure safety and security of the command control center and associated premise/infrastructure/space allocated for the purpose of the project. Bidder/Bank should ensure appropriate deployment of manpower/resources to ensure the same.)	Minimum Metric in any discipline with at least 2 years of relevant experience. Ex service in Central Government/ Defence/ Retired army man are preferable.
		Minimum 4 guard per shift (8hrs) and 2 relievers.
5.	Cleaning Person	
		Minimum 2 cleaner per shift(8hrs) and 2 relievers.

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Please note:

The provided BoQ is indicative and the Successful Bidder shall be solely responsible for proposing a solution that meets all the features, functions, and performance criteria outlined in this RFP. The Successful Bidder will be responsible for the complete design, development, and implementation of the required MLFF solution, along.

2.13 Schedule II – Indicative Format for Monthly User Fee Collection Statement

All report formats shall be finalized in consultation with IHMCL