



Request for Proposal (RFP) for Design, Development, Deployment and Maintenance of Unified NHAI ATMS Software

VOLUME 1: INSTRUCTIONS TO BIDDERS (ITB)

RFP No.: IHMCL/Unified NHAI ATMS SW/2026/01

Date: 26 May 2026



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 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 people, 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.

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 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 law. IHMCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

IHMCL, its employees and 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 reliance of any Bidder upon the statements contained in this RFP document. IHMCL may be 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.

The Bidder shall bear all their 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 which may be required by IHMCL or any other costs incurred in connection with or relating to Bid. All such costs and expenses will remain with the Bidder and IHMCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

NOTICE INVITING RFP

- I. Indian Highways Management Company Limited (Hereinafter referred to as “Authority” or “IHMCL”) intends to engage the Request for Proposal (RFP) for Design, Development, Deployment and Maintenance of Unified NHAI ATMS Software
- II. The Project shall be complete turnkey solution with provision of skilled resources. The period of engagement shall be 12 Months of project implementation and 9 Years of O&M period.
- III. The prospective Bidders are hereby invited to submit their bids comprising Technical and Financial bids through e-tendering mode only by the bid due date. Bid shall be valid for 180 days w.e.f. bid due date. The bids should be submitted online only on e-tender portal of Government of India and in the prescribed formats. No change in the formats and / or other modes of bid submission is permissible.
- IV. Bidder should pay Tender Application Fee (non-refundable) **Rs. 25,000/- (Rupees Twenty-Five Thousand Only)** inclusive of GST through online mode. The Bidder shall also upload the online payment receipt.
- V. The Indian Highways Management Company Limited now invites bids from eligible Software Development Agencies for the following project:

Name of Work	Tender Application Fee	EMD	Implementation Period	Operation & Maintenance Period
Request for Proposal (RFP) for Design, Development, Deployment and Maintenance of Unified NHAI ATMS Software	Rs. 25,000/- (Rupees Twenty-Five Thousand only)	INR 2,00,00,000/- (Rupees Two Crores Only)	12 Months	9 Years of O&M Period after Implementation

- VI. The complete BID document can be viewed / downloaded from official portal of IHMCL <http://www.ihmcl.co.in> or e-procurement portal of IHMCL <https://etenders.gov.in> from 26 May 2026 to 13 July 2026 till 1700 Hrs. Bidder must submit online its financial bid and Technical Bid at <https://etenders.gov.in> on or before 13 July 2026 up to 1700 Hrs. IST. Bids received online shall be opened on 14 July 2026 at 17:30 Hrs. IST.
- VII. Bid through any other mode shall not be entertained. Please note that the Authority reserves the right to accept or reject all or any of 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

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PART I — INTRODUCTION

1.1. About IHMCL

Indian Highways Management Company Limited (IHMCL) is a company incorporated under the Companies Act, 1956, established by the National Highways Authority of India (NHAI) to manage, operate, and maintain national highway projects under the Electronic Toll Collection (ETC) framework. IHMCL oversees the National Electronic Toll Collection (NETC) FASTag programme and provides technology governance across toll plazas and highway stretches across India.

1.2. Background and Objective

The Proposal is for design, development of Unified NHAI ATMS software application, to be deployed across multiple ATMS projects on national highway network in line requirements provided in the NHAI ATMS Policy 2023 or as amended from time, under **“One Nation, One ITS”** Framework. The platform will provide a unified framework with standardised user interfaces, modules, enable seamless integration with external systems such as e-Challan applications, etc., ensure interoperability and scalability, and achieve cost savings by eliminating repetitive software procurements.

The Unified ATMS Software is envisaged as a foundational Digital Public Infrastructure for highway intelligence, comprising standardised digital building blocks, open and interoperable interfaces, harmonised data models, and clearly defined governance frameworks to enable uniform, pan-India traffic monitoring, enforcement, and corridor operations. It seeks to establish a cohesive national architecture on multi-tier Advanced Traffic Management System (ATMS). Together, this integrated framework will create a consistent and authoritative ‘single source of truth’ for real-time highway operations, data-driven decision-making, and policy oversight across the National Highways network.

The objective is to move from project-based deployments to a repeatable national blueprint, reducing deployment cycle time, eliminating corridor-specific redesign, and enabling continuous technology upgrades without rewriting.

1.3. Volume Composition

Volume	Title	Purpose
Volume 1	Instructions to Bidders (ITB)	Bid process, eligibility, forms & formats
Volume 2	Scope of work and Requirements Specifications	Functional & technical requirements for the Software

Volume	Title	Purpose
Volume 3	Contractual Agreement	GCC, SCC, Payment Terms, and Contract Schedules

PART II — KEY DATES, TENDER FEE AND BID SECURITY

2.1. Schedule of Key Dates

S. No.	EVENT(S)	DATE (Unless otherwise notified separately)
1.	Invitation of RFP (NIT)	26/05/2026
2.	Last date of receiving pre-bid queries	15/06/2026 till 05:00 pm
3.	Pre-Bid meeting at specified venue	16/06/2026 @ 11:00 am at IHMCL office Venue for pre-bid meeting – 2 nd Floor, Asia Bhawan, Sector – 9, Dwarka, New Delhi – 110077.
4.	Last date/ time for online submission of bids (i.e. Bid Due Date)	Before 17:00 Hrs. 13/07/2026
5.	Opening of Technical bids	17:30 Hrs. 14 /07/2026
6.	Opening of Financial bids	To be intimated to shortlisted/ pre-qualified Bidders separately
7.	Bid Validity	180 days from bid due date

2.2. Non-Refundable Tender Fee

Every Bidder shall submit a non-refundable Tender Fee of INR 25,000/- (Rupees Twenty-Five Thousand Only) by Demand Draft / RTGS / NEFT in favour of "Indian Highways Management Company Limited" payable at New Delhi, from a Scheduled Commercial Bank. The payment receipt / transaction acknowledgement must be enclosed in the Technical Bid. Bids without proof of Tender Fee payment shall be summarily rejected.

Bank Details for Tender Fee (RTGS/NEFT):

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

2.3. Bid Security (Earnest Money Deposit)

Bidders shall submit a Bid Security of INR 2,00,00,000/- (Rupees Two Crores Only) in the form of a Bank Guarantee (Form T-11) from a Scheduled Commercial Bank or a branch of an international bank registered with the Reserve Bank of India, having at least one branch office in New Delhi. The Bid Security shall:

- i. in favour of Indian Highways Management Company Limited, New Delhi.
- ii. 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.
- iii. A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalised Bank.
- iv. Be valid for 45 days beyond Bid Validity.
- v. Be submitted in the prescribed format.
- vi. Be submitted in original, enclosed in the Technical Bid envelope.
- vii. Any bid not accompanied by a Bid Security and Tender Application Fee in the prescribed manner shall be summarily rejected.
- viii. The Bid Security of the Selected Bidder shall be retained till it has provided Performance Security under the Contract Agreement.
- ix. Exemption to MSME Registered Firms
 - 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 purposes. No entrepreneur or memorandum of application form is acceptable.
 - b) Only Firms registered with MSME / NSIC with valid certificates 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 T-13.

- d) No exemption is allowed in case the Bidder is participating in the bid as JV/Consortium.

2.3.1. Forfeiture of Bid Security

The Bid Security shall be forfeited without notice in the following circumstances:

- i. The Bidder is found to have submitted false or misleading information in its Bid.
- ii. 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, or otherwise, under the following circumstances:
- iii. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; or
- iv. If the Bid is withdrawn during the intervening period between the bid due date and the expiration of the Bid Validity; or
- v. If the Bidder tries to influence the evaluation process; or
- vi. If a Bidder having been notified Successful Bidder by IHMCL through a Letter of Award (LOA) during the bid validity period:
- vii. Fails or refuses to furnish the Performance Security, in accordance with the conditions of RFP; or
- viii. Fails or refuses to execute/sign the Contract within the stipulated time frame.
- ix. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a JV/Consortium shall not be entitled to submit another Bid either individually or as a member of any JV/ Consortium, as the case may be.
- x. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- xi. 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.
- xii. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years or 7 (seven) years, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the

purposes of this Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

PART III — ELIGIBILITY AND PRE-QUALIFICATION CRITERIA

Bids shall be invited only from firms / companies that satisfy all the following Pre-Qualification (PQ) criteria. Bids not meeting any one criterion shall be rejected at the Pre-Qualification Stage without further evaluation.

Sr. No.	Eligibility Conditions/Conditions	Supporting Document to be provided
PQ 1 – Legal Entity	<p>The bidder shall be one of the following:</p> <p>a) A business entity (“Sole Bidder”) incorporated under the Companies Act 1956/2013 or Limited Liability Partnerships Act 2008 or equivalent law/Act in the country of jurisdiction.</p> <p>OR,</p> <p>b) A JV/Consortium of business entities (“Consortium”), where each Member of the Consortium shall be incorporated under the Companies Act 1956/2013 or Limited Liability Partnerships Act 2008 or equivalent law/Act in the country of jurisdiction, subject to following points:</p> <ol style="list-style-type: none"> members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall be responsible for all interactions with IHMCL; maximum number of members in the Consortium shall be two (2) including the Lead Member; However, in case any member of the JV/Consortium is a Start-up entity registered with DPIIT, Government of India, having demonstrable experience in the domain of AI/ML in past 3 years from bid due date, the JV/Consortium may comprise up to a maximum of three (3) members, including the Lead Member. 	<p>For sole bidder or all members of the Consortium</p> <ol style="list-style-type: none"> Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013 or any equivalent foreign act, or Partnership deed, as applicable. Power of Attorney for Lead Member of JV/Consortium as per the format. Power of Attorney/Letter of Authorization JV/Consortium Agreement GST Registration Certificate (in case of foreign entity, an undertaking on GST registration, as applicable) <u>In case of a foreign entity</u> - Documentary evidence of having applied for the requisite security clearance from the concerned authority of the Government of India shall be submitted by the

Sr. No.	Eligibility Conditions/Conditions	Supporting Document to be provided
	<p>iii. In case of a JV, each member shall hold not less than twenty-six percent (26%) of equity stake of the JV at all times during the Contract Period.</p> <p>iv. the members in the Consortium shall be jointly and severally liable;</p> <p>v. any entity who has submitted Proposal for this RFP in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium;</p> <p>vi. In case the Lead Member or any member of the Consortium is a foreign entity, such entity shall be required to obtain the requisite security clearance for undertaking business in India from the concerned authority of the Government of India, in accordance with the applicable extant guidelines and regulations.</p> <p>vii. The Sole Bidder or any member of a JV/Consortium from a country sharing a land border with India shall be eligible to participate only if the Bidder is registered with the Competent Authority, as per Government of India guidelines.</p> <p>The Sole Bidder / all members of a JV/Consortium shall be registered with GST in India. In case any member of the JV/Consortium is a foreign entity, the Bidder shall submit an undertaking along with its Proposal that, in the event of award, the said foreign member shall obtain GST registration within thirty (30) days of issue of Letter of Award (LoA).</p> <p>In case of a foreign entity, such entity shall have to apply for the requisite security clearance from the concerned authority of the Government of India prior to the Bid Due Date and submit documentary evidence of such application along with the bid.</p>	<p>Bid Due Date.</p> <p>vii. <u>In case of Start up entity</u> – Work order/Completion certificates/ Project credential of working in the field of AI & ML as on bid due date.</p>
PQ 2 - Annual Turnover	<p>The Sole Bidder or any Member(s) of the Consortium individually or combined (in case of Consortium) should have an average annual turnover of minimum INR 100 Crore in “specific business areas” mentioned below during last three consecutive financial years, i.e. FY 2022-23, 2023-24, 2024-25.</p> <p>Specific Business Areas</p>	<p>For sole bidder or all members of the Consortium</p> <p>i. Certificate from the Statutory Auditor on turnover details from the “specific business areas” as</p>

Sr. No.	Eligibility Conditions/Conditions	Supporting Document to be provided
	<ul style="list-style-type: none"> • ICT Infrastructure • Telecom Infrastructure • IT System Integration Services <p>Note:</p> <ol style="list-style-type: none"> In the case of a Joint Venture (JV)/Consortium, each member shall individually have a minimum Average Annual Turnover (AAT) of not less than INR 50 Cr in “specific business areas” mentioned above during the last three consecutive financial years, i.e., FY 2022-23, FY 2023-24, and FY 2024-25, and the cumulative AAT of all members of the JV/Consortium together shall meet the prescribed minimum requirement (150 Cr) during the said period. For the purpose of this criterion, annual turnover of only the bidding entity will be considered. Annual turnover of any parent, subsidiary, associated or other related entity will not be considered. 	<p>mentioned over the last three (3) financial years, i.e. FY 2022-23, 2023-24, 2024-25.</p> <p>AND</p> <ol style="list-style-type: none"> Audited and Certified copies of Balance Sheet and Profit/Loss Account of last 3 consecutive Financial Years last three (03) consecutive financial years, i.e. FY 2022-23, 2023-24, 2024-25
PQ 3 - Net worth	<p>The Sole Bidder or all members of the JV/Consortium, in case of a Consortium, must have positive Net worth in Indian Rupees as on 31 March, 2025.</p> <p>For the purpose of this RFP, net worth (the “Net Worth”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.</p> <p>For the purpose of this criterion, net-worth of only the bidding entity will be considered. Net-Worth of any parent, subsidiary, associated or other related entity will not be considered.</p>	<p>For sole bidder or all members of the Consortium</p> <ol style="list-style-type: none"> Certificate from the Statutory Auditor clearly specifying the net worth of the firm as on 31 March 2025 as per format provided.
PQ 4 - Relevant Experience on	<p>The Sole Bidder or any Member(s) of the Consortium should have been successfully implemented/ completed large scale “Software Project(s)” involving design, development, deployment of software application and operations and</p>	<p>For Sole Bidder or any Member(s) in case of a Consortium</p>

Sr. No.	Eligibility Conditions/Conditions	Supporting Document to be provided
Software Development	<p>maintenance in India or abroad during last seven years awarded by Central/State Government departments/entities, PSUs, Banks as on the Bid Due Date as below:</p> <ul style="list-style-type: none"> At least one project with contract value minimum INR 30 Crores (excl GST) Or, At least 2 projects with contract value minimum INR 20 Crores (excl GST) Or, At least 3 projects with contract value minimum INR 15 Crores (excl GST) <p>For the purpose of evaluation under this criterion, the “Software Project(s)” shall fulfil at least two (2) of the following requirements / functionalities:</p> <ol style="list-style-type: none"> Built using microservices architecture, where functionalities are modular & independently deployable. Cloud-native software deployed as containerized application across multiple nodes. Supports a minimum of 1,000 concurrent users. Capacity to handle a minimum of 10,000 API transactions per day. Demonstrated integration of the software application with multiple external systems, including sensors, cameras, and data platforms. <p>Note:</p> <ul style="list-style-type: none"> The project should be either completed, or ongoing with the Operations & Maintenance (O&M) phase currently in progress, post Go-Live. The Project shall have been implemented by the bidding entity. Experience of any parent company, subsidiary, affiliate, or sister concern shall not be considered for evaluation. 	<p>i. Work order(s)/ Contract Agreement(s) clearly highlighting the relevant software functionalities, scope of work, and contract value, year of execution.</p> <p>AND</p> <p>ii. Completion Certificate issued & signed by the competent authority of the client on the entity's letterhead</p> <p>IHMCL reserves the right to contact the afore-mentioned competent authority.</p>
PQ – 5 CMMI Certification	<p>The Bidder should possess relevant certifications, valid as on the date of bid submission. The Bidder shall have:</p> <p>Any two (2) ISO certifications from the following list:</p> <ul style="list-style-type: none"> ISO 9001:2008 / 2015 	<p>Copy of valid certificates.</p> <p>Note: The validity of the CMMI certificate shall be verified on CMMI institute website:</p>

Sr. No.	Eligibility Conditions/Conditions	Supporting Document to be provided
	<ul style="list-style-type: none"> ○ ISO/IEC 20000-1:2018 for IT Service Management or equivalent certification for IT Service Management or equivalent certification ○ ISO/IEC 27001:2022 for Information Security Management System or equivalent certification <p>And</p> <ul style="list-style-type: none"> • Mandatory certification of minimum CMMI Level 3 or above ○ 	https://pars.cmminstitute.com/?StateId=a29c6ec2-f5c1-443c-8687-b86b145ceba1
PQ – 6 Undertaking of Blacklisting	The Sole Bidder or, any member of the Consortium, in the case of a Consortium, 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.	Self-declaration to this effect shall be submitted as part of the Bid as per format provided.
PQ 7 - Undertaking of Insolvency, bankruptcy	A bidder who has had any proceedings for insolvency or bankruptcy shall not be considered eligible to participate in this global tender. This includes: Insolvency Proceedings: Any legal proceedings initiated under the applicable insolvency laws of any country for the resolution of insolvency of the bidder. Any admission of an insolvency application by a competent court or tribunal against the bidder. Bankruptcy Proceedings: Any legal declaration of bankruptcy by a competent court in any jurisdiction. Any bankruptcy order passed by a court or tribunal that declares the bidder unable to pay its debts.	Self-declaration to this effect shall be submitted as part of the Bid as per Format provided.

No change in Consortium composition shall be permitted after Bid submission without IHMCL prior written approval.

2.4. Non-Debarment

The Bidder (including all Consortium Members and their directors, partners, and key managerial personnel) shall not be debarred, blacklisted, or declared ineligible to participate in procurement by NHAI, IHMCL, any State Highway Authority, MoRTH, or any Central / State Government. A Declaration of Non-Debarment must be submitted.

2.5. No Conflict of Interest

The Bidder shall have no conflict of interest as defined . A Declaration of Absence of Conflict of Interest must be submitted.

PART IV — CONFLICT OF INTEREST AND INTEGRITY PACT

3.1. Conflict of Interest


The following situations constitute a Conflict of Interest and shall result in disqualification:

1. A Bidder that has a business or family relationship with an IHMCL / NHAI / MoRTH officer involved in evaluation of this Bid or supervision of the Contract;
2. A Bidder that has been engaged as a consultant by IHMCL in the preparation of the RFP, specifications, or pre-qualification documents for this procurement;
3. A Bidder that owns or holds a financial interest in any other Bidder for this procurement;
4. Firms that are affiliates of each other shall not both submit Bids for the same procurement, either individually or as Consortium Members;
5. A Bidder that has an existing contract with IHMCL that prohibits the Bidder from engaging in this procurement;
6. Any other situation that, in IHMCL's reasonable opinion, constitutes a conflict of interest.

3.2. 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. All bidders are required to sign and submit the Integrity Pact (Form T-18) as a pre-condition for participation in this procurement.

3.2.1 Appendix-I



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग मंत्रालय)
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: 91-11-25074100/25074120)
फैक्स (Fax: 91-11-25030507 / 25030514)

No.13019/8/2009-Vig. dated : 28th January, 2013

Office Memorandum

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

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.

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

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

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

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


contd.2

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

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

This issues with the approval of Chairman, NHAI.

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


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

To

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

Copy for information to:

1. PS to Chairman
2. All PS to Members

3.3. Definitions of Prohibited Practices

3.3.1. Corrupt Practice

Offering, giving, receiving, or soliciting (directly or indirectly) anything of value to influence the actions of a public official in the procurement process or Contract execution.

3.3.2. Fraudulent Practice

Any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

3.3.3. Collusive Practice

Arrangement between two or more Bidders designed to achieve an improper purpose, including artificially inflating or deflating prices, or otherwise manipulating the competitive bidding process.

3.3.4. Coercive Practice

Impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party.

PART V — SITE VISIT AND PRE-BID CONFERENCE

4.1. Site Visit

Bidders are encouraged to visit sites prior to participating in this bid to acquaint themselves with the operational environment, existing ATMS/ETC infrastructure, and network topology. IHMCL will not be responsible for any costs incurred in connection with site visits. Bidders must make their own arrangements for access to operational sites in coordination with the relevant NHAI/IHMCL regional offices.

4.2. Pre-Bid Conference

A Pre-Bid Conference shall be held at IHMCL's office at 2nd Floor, Asia Bhawan, Sector – 9, Dwarka, New Delhi – 110077. The date and time shall be as specified in NIT. Representatives of prospective Bidders (maximum 2 representatives per Bidder) may attend in person or via video conference link as notified by IHMCL (if available).

4.3. Submission of Pre-Bid Queries

Bidders may submit written pre-bid queries using Form T-10 by email to tenders@ihmcl.com not later than the deadline specified in Clause 2.1. Queries must be specific and must reference the

relevant Volume, Clause number, and page number. General observations and commercially motivated queries shall not be entertained.

IHMCL's responses to pre-bid queries shall be published as an Addendum on the e-Tender portal (<https://etenders.gov.in>) and on IHMCL's website (www.ihmcl.co.in). The Addendum shall form part of the RFP and shall be binding on all Bidders.

PART VI — BID PREPARATION AND SUBMISSION

5.1. Two-Bid System (CVC Mandated)

In accordance with CVC guidelines (Circular No. 98/DSP/8 dated 18.10.1998), Bids shall be submitted in two separate sealed envelopes: a Technical Bid and a Financial Bid. The Bids to be submitted online only.

5.2. Technical Bid Contents

The Technical Bid Document shall contain (in the order listed) all of the following:

- i. Proof of payment of Tender Fee (INR 25,000)
- ii. Bid Security Bank Guarantee — Original
- iii. Form T-1: Technical Bid Covering Letter
- iv. Form T-2: Brief Information about the Bidder
- v. Form T-3: Power of Attorney
- vi. Form T-4: Power of Attorney for Lead Member of JV/ Consortium
- vii. Form T-5: Joint Bidding Agreement for JV/ Consortium
- viii. Form T-6: Format of submission of Work Experience / Technical Strength of Bidder
- ix. Form T-7: Undertaking for OEM
- x. Form T-8: Format of Certificate in respect of Bidder's Average Annual Turnover and Net Worth
- xi. Form T-9: Approach, Methodology and Work plan
- xii. Form T-11: Bank Guarantee for Bid Security
- xiii. Form T-12: Format of Bank Guarantee for Performance Security/Additional Performance Security
- xiv. Form T-13: Bid Securing Declaration Form (If Applicable)
- xv. Form T-14: Undertaking for Compliance

- xvi. Form T-15: Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)
- xvii. Form T-16: Curriculum vitae (cv) of key personnel
- xviii. Form T-17: Team composition and task assignments
- xix. Form T-18: Integrity pact
- xx. Form T-19: Details of similar completed projects
- xxi. Form T-20: Project datasheet for PQ & TQ
- xxii. Form F-1: Financial Bid-Price Schedule

CRITICAL: The Technical Bid shall contain NO price information whatsoever. Any Technical Bid envelope found to contain price information shall be summarily disqualified without further evaluation.

5.3. Financial Bid Contents

The Financial Bid envelope shall contain the following:

- i. Covering letter for Financial Bid on Bidder's official letterhead (Form-F1)

5.4. Bid Validity

Bids shall remain valid for 180 (one hundred and eighty) days from the Bid Submission Date. IHMCL may request an extension of Bid Validity from Bidders in exceptional circumstances, in which case the Bid Security shall also be extended commensurately.

5.5. Language and Currency

Bids and all communications shall be in English. All prices shall be quoted in Indian Rupees (INR) only. No foreign currency quotation is permitted.

5.6. Submission Mode

The prospective Bidders are hereby invited to submit their bids comprising Technical and Financial bids through e-tendering mode only by the bid due date. Bid shall be valid for 180 days w.e.f. bid due date. The bids should be submitted online only on e-tender portal of Government of India and in the prescribed formats. No change in the formats and / or other mode of bid submission is permissible.

5.7. Late and Incomplete Bids

Bids received after the Bid Submission Deadline shall not be considered, regardless of the reason for delay. IHMCL shall not be responsible for any delay caused by postal / courier services,

internet outages, or e-Portal issues. Incomplete Bids (missing mandatory documents) shall be rejected without evaluation.

5.8. Modification and Withdrawal

A Bidder may modify or withdraw its Bid at any time before the Bid Submission Deadline through the e-Tender Portal. Modifications or withdrawals after the Bid Submission Deadline shall not be permitted. Withdrawal of a Bid during the Bid Validity Period shall result in forfeiture of the Bid Security.

PART VII — BID EVALUATION

6.1. Three-Stage Evaluation Process

6.1.1 Stage 1: Pre-Qualification Screening

Technical Bids shall first be screened for completeness and compliance with the Pre-Qualification criteria in Part III. Bids not meeting all PQ criteria shall be rejected and their Financial Bids shall not be opened. IHMCL may seek clarifications on Pre-Qualification documents; no new documents or information shall be accepted post-submission.

6.1.2 Stage 2: Technical Evaluation (L1-based Selection with Minimum Technical Cut-Off)

Technically qualified Bids shall be evaluated on the following criteria with a total of 100 marks:

S.No.	Evaluation Criterion	Max Marks
A	Bidder Profile	20
B	Relevant Project Experience	40
C	Approach and Methodology	20
D	Key Resources	20
	Total	100

Sr. No.	Technical Evaluation Criteria	Maximum Marks	Supporting Document required
A.	Bidder Profile	20	
A1	<p>Average Annual Turnover Average annual turnover in “specific business areas” * of the Sole Bidder or any Member(s) of the Consortium individually or combined, in case of Consortium, during last three consecutive financial years, i.e. FY 2022-23, 2023-24, 2024-25</p> <p>*Specific Business Areas shall mean</p> <ul style="list-style-type: none"> • ICT Infrastructure • Telecom Infrastructure • IT System Integration Services <p>Marks shall be allotted as given below:</p> <ul style="list-style-type: none"> • Equal to INR 150 Crore = 5 marks • For every additional INR 50 Crore beyond INR 150 Crore, additional 1 mark shall be provided up to maximum 5 additional marks. <p>For the purpose of this criterion, annual turnover of only the bidding entity will be considered. Annual turnover of any parent, subsidiary, associated or other related entity will not be considered.</p>	10	<ul style="list-style-type: none"> • Certificate from the Statutory Auditor on turnover details from the “specific business areas” as mentioned over the last three (3) financial years, i.e. FY 2022-23, 2023-24, 2024-25. And • Audited and Certified copies of Balance Sheet and Profit/Loss Account of any three consecutive Financial Years i.e. FY 2022-23, 2023-24, 2024-25`

Sr. No.	Technical Evaluation Criteria	Maximum Marks	Supporting Document required
A2	<p>Certification</p> <p>The Bidder should possess relevant certifications, valid as on the date of bid submission. The Bidder shall have:</p> <p>Any two (2) ISO certifications from the following list:</p> <ul style="list-style-type: none"> ○ ISO 9001:2008 / 2015 ○ ISO/IEC 20000-1:2018 for IT Service Management or equivalent certification for IT Service Management or equivalent certification ○ ISO/IEC 27001:2022 for Information Security Management System or equivalent certification <p>and</p> <ul style="list-style-type: none"> • Mandatory certification of minimum CMMI Level 3 or above <ul style="list-style-type: none"> • Valid CMMI level 3 with any 2 ISO certificates = 3 Marks • Valid CMMI level 3 or 4 with all 3 ISO certificates = 4 Marks • Valid CMMI level 5 with all 3 ISO certificates = 5 Marks 	5	<ul style="list-style-type: none"> • Valid copy of relevant certificate

Sr. No.	Technical Evaluation Criteria	Maximum Marks	Supporting Document required
A3	<p>Start-up Entity</p> <p>In case a Start-up entity duly recognized by DPIIT, Government of India, having demonstrable experience in the domain of AI/ML in past 3 years from bid due date, is a member of the JV/Consortium, marks shall be awarded as follows:</p> <ul style="list-style-type: none"> • If any Start-up is part of JV/Consortium – 5 Marks • No Start-up as a part of JV/Consortium – 0 Marks 	5	<p><u>For the Start-up entity, as applicable:</u></p> <p>Work Order(s)/Contract Agreement(s) clearly indicating the scope of work carried out in the field of AI/ML, along with Completion Certificate(s) duly issued and signed by the competent authority of the client.</p> <p>Only completed project or Project which has achieved Go-Live and currently under O&M phase shall be considered for evaluation.</p>
B.	Relevant Project Experience	40	

<div>B1</div>	<div><p>The Sole Bidder or any Member(s) of the Consortium should have been successfully implemented/ completed large scale “Software Project(s)” involving design, development, deployment of software application and operations and maintenance in India or abroad during last seven years awarded by Central/State Government departments/entities, PSUs, Banks as on the Bid Due Date.</p><p>Marks shall be allotted as given:</p><table><tr><td>For each project with minimum contract value of INR 30 crore (excl GST)</td><td>20 marks</td></tr><tr><td>For each project with minimum contract value of INR 20 crore (excl GST)</td><td>10 marks</td></tr><tr><td>For each project with min contract value of INR 15 crore (excl GST)</td><td>6 marks</td></tr></table><p>For the purpose of evaluation under this criterion, the “Software Project(s)” shall mean any project fulfilling at least two (2) of the following requirements / functionalities:</p><div><div>i.</div><div>Built using microservices architecture, where functionalities are modular & independently deployable.</div></div><div><div>ii.</div><div>Cloud-native software deployed as containerized application across multiple nodes.</div></div><div><div>iii.</div><div>Supports a minimum of 1,000 concurrent users.</div></div><div><div>iv.</div><div>Capacity to handle a minimum of 10,000 API transactions per day.</div></div><div><div>v.</div><div>Demonstrated integration of the software application with multiple external systems, including sensors, cameras, and data platforms.</div></div><p>Note:</p><div><div>•</div><div>The project should be either completed, or ongoing with the Operations & Maintenance</div></div></div>	For each project with minimum contract value of INR 30 crore (excl GST)	20 marks	For each project with minimum contract value of INR 20 crore (excl GST)	10 marks	For each project with min contract value of INR 15 crore (excl GST)	6 marks	<div><div><div>•</div><div>Work order(s)/ Contract Agreement(s) clearly highlighting the relevant scope of work, and contract value, year of execution.</div></div><div>AND</div><div><div>•</div><div>Completion Certificate issued & signed by the competent authority of the client on the entity’s letterhead</div></div><div>OR,</div><div>IHMCL reserves the right to contact the afore-mentioned competent authority.</div></div>
For each project with minimum contract value of INR 30 crore (excl GST)	20 marks							
For each project with minimum contract value of INR 20 crore (excl GST)	10 marks							
For each project with min contract value of INR 15 crore (excl GST)	6 marks							

Sr. No.	Technical Evaluation Criteria	Maximum Marks	Supporting Document required
	<p>(O&M) phase currently in progress, post Go-Live.</p> <ul style="list-style-type: none">The Project shall have been implemented by the bidding entity. Experience of any parent company, subsidiary, affiliate, or sister concern shall not be considered for evaluation.		

Sr. No.	Technical Evaluation Criteria	Maximum Marks	Supporting Document required
B2	<p>The bidder, including any member of the consortium should have carried out project involving deployment of “emerging technologies” in any sector or industry during last seven years awarded by Central/State Government departments/entities, PSUs, Banks as on the Bid Due Date.</p> <p>Marks shall be provided as below:</p> <ul style="list-style-type: none"> One qualifying project – 5 marks, subject to maximum of 10 marks <p>For the purpose of this criterion, the term ‘emerging technologies’ shall mean any one or more of the following:</p> <ol style="list-style-type: none"> Artificial Intelligence & Machine Learning (AI/ML) Video Analytics & Computer Vision Internet of Things (IoT) Edge Computing Big Data Analytics <p>Note:</p> <ul style="list-style-type: none"> The project should be either completed, or ongoing with the Operations & Maintenance (O&M) phase currently in progress, post Go-Live. The Project shall have been implemented by the bidding entity. Experience of any parent company, subsidiary, affiliate, or sister concern shall not be considered for evaluation. 	10	<ul style="list-style-type: none"> Work order(s)/ Contract Agreement(s) clearly highlighting the relevant scope of work, and contract value, year of execution. <p>AND</p> <ul style="list-style-type: none"> Completion Certificate issued & signed by the competent authority of the client on the entity’s letterhead <p>IHMCL reserves the right to contact the afore-mentioned competent authority.</p>
C	Approach & Methodology	20	

Sr. No.	Technical Evaluation Criteria	Maximum Marks	Supporting Document required								
C1	<p>Approach & Methodology</p> <p>Marks shall be provided as below:</p> <table><tr><td>Understanding of various modules of the required software and scope of work</td><td>5 marks</td></tr><tr><td>Proposed solution and plan for deployment at various levels of CCC as per requirement of the RFP - Convenience of Plug and Play feature proposed</td><td>5 marks</td></tr><tr><td>Cyber security and Data Security Framework proposed</td><td>5 marks</td></tr><tr><td><ul style="list-style-type: none">Project implementation plan & Work Break down StructureManpower Deployment Plan during Implementation phase and O&M phase,Strategy for compliance to SLA defined</td><td>5 marks</td></tr></table>	Understanding of various modules of the required software and scope of work	5 marks	Proposed solution and plan for deployment at various levels of CCC as per requirement of the RFP - Convenience of Plug and Play feature proposed	5 marks	Cyber security and Data Security Framework proposed	5 marks	<ul style="list-style-type: none">Project implementation plan & Work Break down StructureManpower Deployment Plan during Implementation phase and O&M phase,Strategy for compliance to SLA defined	5 marks	20	Assessment to be based on Proposal Submitted & Presentation made by Bidder before the Tender Evaluation Committee.
Understanding of various modules of the required software and scope of work	5 marks										
Proposed solution and plan for deployment at various levels of CCC as per requirement of the RFP - Convenience of Plug and Play feature proposed	5 marks										
Cyber security and Data Security Framework proposed	5 marks										
<ul style="list-style-type: none">Project implementation plan & Work Break down StructureManpower Deployment Plan during Implementation phase and O&M phase,Strategy for compliance to SLA defined	5 marks										
D	Key Resources/Personnel	20									
D1	<p>Project Manager</p> <p>Essential Minimum requirements:</p> <p>a) Education: Full-Time MBA/MCA/M. Tech & B. Tech/B.E.</p> <p>b) Total Experience: At least 15 years of project delivery/implementation in IT/ITS sector</p> <p>Marks distribution:</p> <ul style="list-style-type: none">Experience more than 15 years – 5 marksExperience – 15 Years – 3 marks	5	CV to be attached in the Technical Proposal as per format provided in RFP								

Sr. No.	Technical Evaluation Criteria	Maximum Marks	Supporting Document required
D2	<p>Solution Architect</p> <p>Essential Minimum requirements:</p> <ul style="list-style-type: none"> • Education: Full-Time B. Tech/B.E. • Total Experience: At least 10 years in solution design in IT sector <p>Marks distribution:</p> <ul style="list-style-type: none"> • Experience more than 10 years – 5 marks • Experience – 10 Years – 3 marks 	5	CV to be attached in the Technical Proposal as per format provided in the RFP
D3	<p>Senior Full Stack Developer</p> <p>Essential Minimum requirements:</p> <ul style="list-style-type: none"> • Education: Full-Time B. Tech/B.E. • Total Experience: At least 10 years of experience in delivering & O&M of enterprise solutions, leading teams, with relevant certifications. Strong command of frontend (e.g., React, Angular) and backend technologies (e.g., Node.js, Java/Spring/similar), along with API development and database management. <p>Marks distribution:</p> <ul style="list-style-type: none"> • Experience more than 10 years – 5 marks • Experience – 10 Years – 3 marks 	5	CV to be attached in the Technical Proposal as per format provided in RFP

Sr. No.	Technical Evaluation Criteria	Maximum Marks	Supporting Document required
D4	<p>Cyber Security Expert</p> <p>Essential Minimum requirements:</p> <ol style="list-style-type: none"> Education: Full-Time B. Tech/B.E. Total Experience: At least 5 years of experience in Implementing, configuring and managing: Network security (Firewalls, IDS/IPS, VPNs), Cloud security (MEITY empanelled clouds), Application security and DevSecOps, Encryption technologies, Security tools: SIEM, SOAR, UEBA, EDR, Knowledge of modern protocols And Experience in security automation and orchestration. <p>Marks distribution with Certification:</p> <ul style="list-style-type: none"> Experience more than 5 years – 3 marks Experience – 5 Years – 2 marks 	3	CV to be attached in the Technical Proposal as per format provided in RFP
D5	<p>AI Engineer</p> <p>Essential Minimum requirements:</p> <ol style="list-style-type: none"> Education: Full-Time B. Tech/B.E. Total Experience: At least 5 years of experience in UX/UI design, with at least 2–3 years in AI/ML-based product design. <p>Marks distribution with Certification:</p> <ul style="list-style-type: none"> Experience more than 5 years – 2 marks Experience – 5 Years – 1 mark 	2	CV to be attached in the Technical Proposal as per format provided in RFP

6.1.3 A Bidder must score a minimum of 70 marks out of 100 to qualify for Stage 3. Bidders scoring below 70 marks shall be disqualified and their Financial Bids shall not be opened.

6.1.4 Stage 3: Financial Bid Evaluation

L1-based Selection with Minimum Technical Cut-Off

Financial Bids of technically qualified Bidders shall be opened and evaluated. The Bidder quoting the lowest Total Contract Value ($L1 = \text{Total CAPEX (12 Months)} + 9 \text{ Years OPEX including GST}$) shall be declared the Successful Bidder, subject to:

- (a) the price not being abnormally low;
- (b) all PQ and Technical criteria being met; and
- (c) compliance with all RFP conditions.

6.2. Confidentiality of Evaluation

All evaluation proceedings are strictly confidential per CVC Circular No. 98/DSP/8. Bidders shall not contact IHMCL, the Evaluation Committee, or any member thereof on matters relating to evaluation from Bid opening until Contract award. Improper influence shall result in disqualification.

6.3. Abnormally Low Bids

In case where the bid of the successful firm/bidder is less than 85% of the average of all bids received, the successful bidder shall have to submit an Additional Performance Security (APS) in the form of a Bank Guarantee for 5% (five percent) of the contract amount.

The other requirements of APS are same as those of Performance Security, IHMCL may also require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of the proposed System.

PART VIII — AWARD OF CONTRACT AND PERFORMANCE SECURITY

7.1. Letter of Award (LoA)

IHMCL shall issue a Letter of Award (LoA) to the Successful Bidder within the Bid Validity Period. The Successful Bidder shall acknowledge acceptance in writing within 7 (seven) working days.

7.2. Performance Security

Within 15 (fifteen) working days of receipt of the LoA, the Successful Bidder shall submit a Performance Security equivalent to 5% (Five percent) of the Total Contract Value in the form of a Bank Guarantee (Appendix I) valid for the Contract duration plus 90 days. Failure to submit the Performance Security within the stipulated period shall entitle IHMCL to cancel the LoA and forfeit the Bid Security.

In case of abnormally low Bid, the additional performance security shall be required to be submitted by the Successful Bidder as per clause 6.3, in addition to the 5% (five percent) PBG, to ensure that it shall perform the contractual obligations to the satisfaction of IHMCL despite such

lower bid value and this additional performance security shall also be treated as performance security for encashment/ forfeiture.

7.3. Contract Agreement

Following receipt of the Performance Security, the Contract Agreement (Volume 3) shall be signed within 21 (twenty-one) days of the LoA. The date of signing shall be the Effective Date of the Contract.

7.4. Warranty

The SDA warrants that all deliverables and software shall be free from defects for a warranty period of 12 (twelve) months from the Go-Live Acceptance Date. All defects during the warranty period shall be rectified at no additional cost to IHMCL.

PART IX — MISCELLANEOUS PROVISIONS

8.1. Governing Law and Jurisdiction

This RFP and all matters arising hereunder shall be governed by the laws of India. Courts at New Delhi shall have exclusive jurisdiction.

8.2. Right to Accept or Reject Bids

IHMCL reserves the right to accept or reject any Bid, or to annul the bidding process and reject all Bids, at any time prior to Contract award, without incurring any liability. IHMCL may waive minor non-conformities that do not materially alter a Bid.

8.3. Debarment Provisions

Bidders found to have submitted false documents, engaged in corrupt / fraudulent / collusive / coercive practices, or violated the Integrity Pact shall be debarred from IHMCL, NHAI, and MoRTH procurements for a period of 2 to 5 years. Matters may also be referred to the CVC, CBI, or appropriate authority.

8.4. Compliance with Laws

Bidders and the IA shall at all times comply with all Applicable Laws including the Prevention of Corruption Act 1988, Prevention of Money Laundering Act 2002, FEMA 1999, IT Act 2000, GST laws, all applicable labour laws, RTI Act 2005, and SEBI regulations as applicable.

8.5. Contact Details

Chief Operating Officer (COO)
 Indian Highways Management Company Limited (IHMCL)
 G-5 & 6, Sector-10, Dwarka, New Delhi – 110075
 Email: tenders@ihmcl.com | Website: www.ihmcl.co.in
 e-Procurement Portal: <https://etenders.gov.in>

PART X — FORMS AND FORMATS

All prescribed forms are provided in this Part. Bidders must use these standard formats without modification. Sign each form with the same Authorised Signatory whose Power of Attorney is enclosed.

Form	Title	Bid Envelope	Mandatory
T-1	Technical Bid Covering Letter	Technical Bid	Yes
T-2	Brief information about the bidder	Technical Bid	Yes
T-3	Power of Attorney	Technical Bid	Yes
T-4	Power of Attorney for lead member of JV/Consortium	Technical Bid	Yes
T-5	Joint Bidding Agreement for JV/ Consortium	Technical Bid	Yes
T-6	Format of submission of Work Experience / Technical Strength of Bidder	Technical Bid	Yes
T-7	Undertaking for OEM	Pre-Bid Stage	Yes
T-8	Format of Certificate in respect of Bidder's Average Annual Turnover and Net Worth	Technical Bid	Yes
T-9	APPROACH, METHODOLOGY AND WORK PLAN	Technical Bid	Yes
T-10	Proforma for submitting written queries	Technical Bid	If applicable
T-11	Bank Guarantee for bid security	Technical Bid	If applicable

Form	Title	Bid Envelope	Mandatory
T-12	Format of Bank Guarantee for performance security/Additional Performance Security	Technical Bid	Yes
T-13	Bid Security Declaration form	Technical Bid	Yes
T-14	Undertaking for Compliance	Technical Bid	Yes
T-15	Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)	Technical Bid	Yes
T-16	Curriculum vitae (cv) of key personnel	Technical Bid	Yes
T-17	Team composition and task assignments	Technical Bid	Yes
T-18	Integrity Pact	Technical Bid	Yes
T-19	Details of Similar Completed Projects	Technical Bid	Yes
T-20	Project Datasheet for PQ & TQ	Technical Bid	Yes
F-1	Financial Bid – Price Schedule	Financial Bid	Yes

FORM T-1: Technical Bid Covering Letter

To,

Chief Operating Officer
Indian Highways Management Company Limited G-5&6, Sector-10, Dwarka, New Delhi-
110075 Phone – 011- 25074100 Extn - 1804

Sub.: Request for Proposal (RFP) for Design, Development, Deployment and Maintenance of
Unified NHAI ATMS Software

Ref.: IHMCL/Unified NHAI ATMS SW/2026/01

Dear Sir,

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

-
- b. 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.
 - c. 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.
 - d. 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.
6. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the Contract Agreement, in respect of any
7. In the event of my / our bid being declared as successful bid, I/we agree to enter into a Contract Agreement in accordance with the format of the Contract Agreement. I/We agree not to seek any change in the aforesaid format of the Contract Agreement and agree to abide by the same.
8. I/We certify that:
- a. 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.
 - b. 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.
 - c. No investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees.
-

- d. I / We don't have any conflict of interest in terms of Clause 4.3 of eligibility criteria defined in this RFP document.
- e. 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.
- f. I/We offer the cost of the RFP document and bid Security in accordance with the RFP document as per the details furnished below:

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

9. The documents in original accompanying the bid document have been submitted in a separate envelope as envisaged in the RFP document and marked appropriately.
10. I am the Director / Authorized Signatory of the aforesaid company / firm, and I am authorized to sign this bid on behalf of the firm / company. I 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.
11. We hereby undertake that, in the event of award of the Contract, any foreign Consortium member shall obtain and furnish valid Goods and Services Tax (GST) registration in India within thirty (30) days from the date of signing of the Contract Agreement, in compliance with applicable laws.
12. We hereby undertake that, in the event of award of the Contract, any foreign Consortium member shall obtain Security Clearance from the Competent Authority in India within ninety (90) days from the date of signing of the Contract Agreement, in compliance with applicable laws.

We remain, 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, scanned & uploaded on E-tender portal)

Sub.: Request for Proposal (RFP) for Design, Development, Deployment and Maintenance of Unified NHAI ATMS Software

Ref: RFP No.: IHMCL/Unified NHAI ATMS SW/2026/01

1) Details of Lead Bidder:

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) Details of Consortium Partner:

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

.....

.....

.....

3) 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

4) Name & Address of the principal banker:

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

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

Name

Designation of the Authorized Signatory

Note: In case of JV/ Consortium, the aforesaid information shall be required for each member of the JV/ Consortium separately.

Form T-3: Power of Attorney

(To be executed 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 Contractor for “Request for Proposal (RFP) for Design, Development, Deployment and Maintenance of Unified NHAI ATMS Software” 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 Authorised 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 Authorised 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 , 2026

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

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 duly notarised by a notary public.
- 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.
- 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: Power of Attorney for Lead Member of JV/ Consortium

(To be executed on non-judicial Stamp Paper of appropriate denomination)

Whereas the Indian Highways Management Company Limited (“Authority”) has invited bids from interested parties for Request for Proposal (RFP) for Design, Development, Deployment and Maintenance of Unified NHAI ATMS Software (“the Project”).

Whereas,, and (collectively the “JV/ Consortium”) being Members of the JV/ Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the JV/ Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV/ Consortium, all acts, deeds and things as may be necessary in connection with the JV/ Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. having our registered office at, M/s., having our registered office at, and M/s., having our registered office at ,

(hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s....., having its registered office at , being one of the Members of the JV/Consortium, as the Lead Member and true and lawful attorney of the JV/ Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV/ Consortium and any one of us during the Bidding Process and, in the event the JV/ Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the JV/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in Bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV/Consortium and generally to represent the JV/Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV’s/ Consortium’s bid for the Project and/ or upon award thereof till the Contract is entered into with the Authority and Completed.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our

said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ JV/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF

ATTORNEY ON THIS DAY OF 20.....

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. 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.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and 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.
- 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-5: Joint Bidding Agreement for JV/ Consortium

(To be executed on non-judicial Stamp Paper of appropriate denomination)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, and having its registered office at } (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at } and (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND PART are collectively referred to as the "Parties" and each is individually referred to as a "Party" WHEREAS,

(A) THE INDIAN HIGHWAYS MANAGEMENT COMPANY LIMITED, incorporated under Companies Act 1956, and having its principal offices at G-5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the Bids") by its Request for Proposal No (the "RFP") for award of contract for "Request for Proposal (RFP) for Design, Development, Deployment and Maintenance of Unified NHAI ATMS Software" (the "Project").

(B) The Parties are interested in jointly bidding for the Project as members of a JV/ Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the JV/ Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid. NOW IT IS HEREBY AGREED as follows

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a JV/ consortium (the “JV/ Consortium”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this JV/ Consortium and not individually and/ or through any other JV/Consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the Selected Bidder and awarded the Project, it shall enter into an Contract Agreement with the Authority for performing all its obligations as the Contractor in terms of the Contract Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and till the completion of Project as per Contract Agreement;

(b) Party of the Second Part shall be {the Member of the Consortium}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract Agreement, till such time as the completion of the Project is achieved under and in accordance with the Contract Agreement.

6. Stakes in the JV/ Consortium

The Parties agree that the proportion of stakes among the Parties in the JV/ Consortium shall be as follows: First Party:

Second Party:

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JV/ Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects, or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until completion of the Project is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the JV/ Consortium. However, in case during the execution of the contract it substantiated that the JV/ Consortium is not actually qualified

for the Project and submitted false information, the Agreement will stand terminated and damages as deemed fit by the Authority shall be levied on the contactors.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED
For and on behalf

LEAD MEMBER by:	SECOND PART
(Signature) (Name)	(Signature) (Name)
(Designation)	(Designation)
(Address)	(Address)

SIGNED, SEALED AND DELIVERED
For and on behalf of THIRD PART

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. The Joint Bidding Agreement should be executed on a non-judicial stamp paper of appropriate denomination and should be duly notarised by a notary public.
2. Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Members.

3. For a Joint Bidding Agreement executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Joint bidding Agreement is being issued. However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Joint Bidding Agreement legalised by the Indian Embassy if it carries a conforming Apostles certificate.

Form T-6: Format of submission of Work Experience / Technical Strength of Bidder

Sub.: Request for Proposal (RFP) for Design, Development, Deployment and Maintenance of Unified NHAI ATMS Software

Ref: RFP No.: IHMCL/Unified NHAI ATMS SW/2026/01

Client Details Client Name: Address: Name of Contact Person: Contact No. Contact E-mail ID. (official e-mail ID)		Name of Work / Project*
		Location:
		Approximate Value of Work / Project (Rs.)
Start Date		Present Status of Project (as per the Biddersmandate)
Completion Date		
Present Status		
Relevant Project Details		
Application Users		
Name of Persons Deployed (Key Persons only)		
Detailed features of Project Executed:		

Name

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

Dated: / /2026

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

- i) Go-live / acceptance / completion Certificate issued by the customer; and
- ii) Work Order / Purchase order / Copy of contract / Letter of Award highlighting detailed scope of project implemented within the last 5 financial years prior to the Bid due date as proof for the same.

Form T-7: Undertaking for OEM

To,
Chief Operating Officer

Subject: Request for Proposal (RFP) for Design, Development, Deployment and Maintenance of Unified NHAI ATMS Software

Ref: RFP No.: IHMCL/Unified NHAI ATMS SW/2026/01

I/we undertake the following:

- 1) That the OEM(s) for each product or technology quoted has been engaged in the business of that product, solution or technology for a period of not less than three (3) years as on the date of release of the RFP, and maintains its own service and support offices to ensure smooth after sales service support on site.
- 2) That I/we 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:
- 3) "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 work / goods / services, etc. The Bidder shall furnish the registration status of the sub-contractor/ supplier with Competent Authority (for the items / goods proposed to be procured from any country which shares a land border with India).
- 4) That the OEM(s) should not be rebranding & reselling products in India through importing/ trading from a country that shares a Land Border with India.
- 5) That the source code of the Software and Firmware being supplied for all the relevant equipment being supplied against this bid does not reside in any Country that shared a Land Border with India
- 6) 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.
- 7) That the proposed OEM is not blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.
- 8) That each of the proposed OEM(s) has existing capability and infrastructure to provide 24x7x365 technical support in India.
- 9) Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the technical proposal (Form T-9) by the Bidder.

(Signature of the Power of Attorney Holder)

Form T-8: Format of Certificate in respect of Bidder's Average Annual Turnover and Net Worth

(To be given by a Statutory Auditor)

Sub.: Request for Proposal (RFP) for Design, Development, Deployment and Maintenance of Unified NHAI ATMS Software

Ref: RFP No.: IHMCL/Unified NHAI ATMS SW/2026/01

Certificate of Annual Turnover and Net Worth

It is certified that we have examined the audited books of accounts of M/s. _____ (name and address of the Bidder) and the details of the annual turnover during the last three financial years and net worth as on 31.03.2025 are as under:

A) Annual Turnover from Information Technology / Communication Technology / System Integration Business

Amount in Rs. FY 2022-23, 2023-24, 2024-25

Financial Year	Amount in figures
FY 2022-23	A1
FY 2023-24	A2
FY 2024-25	A3
Average Annual Turnover	$=(A1+A2+A3)/3$

B) Net Worth Amount in Rs.

As on	Amount in figures	Amount in words
31.03.2025		

The break-up of above-mentioned Net worth is mentioned below:

S No.	Particulars	Amount as on 31.03.2025 (Rs. in Crore)
-------	-------------	---

1.	Aggregate value of the paid-up share capital	XX
2.	Add: all reserves created out of the profits	XX
3.	Add: securities premium account	XX
4.	Less: aggregate value of the accumulated losses	XX
5.	Less: deferred expenditure not written off	XX
6.	Less: miscellaneous expenditure not written off	XX
	NET WORTH (1+2+3-4-5-6)	XX

Note: The reserves created out of revaluation of assets, write back of depreciation and amalgamation have been excluded in the aforesaid calculation.

(Signature of Statutory Auditor) Name:

Seal:

Place:

For (Name of Accounting Firm)

Name of Partner/Proprietor

Membership Number

Rubber Stamp

FORM T-9: Approach, Methodology and Work plan

Note: This form is the primary basis of technical evaluation. Complete each section in full. Additional sheets may be attached.

Section 1: Understanding of Assignment

Describe your understanding of the Unified NHAI ATMS Software scope, key requirements, and IHMCL's objectives. (Minimum 500 words)

[Bidder to provide detailed write-up]

Section 2: Proposed Technical Architecture

Describe the proposed system architecture covering: overall design, cloud/DC strategy (NCC-RCC-LCC), ATMS software stack, ANPR and AI analytics, Government system integrations (VAHAN, SARATHI, FASTag/NETC, Police, Courts, State ICCCs), Data Lake design, cybersecurity framework (Zero Trust, SIEM, IAM), Disaster Recovery, and scalability. Attach architecture diagrams as annexures.

[Bidder to provide detailed write-up and diagrams]

Section 3: Implementation Methodology

Describe your implementation methodology covering: project management approach (Agile / PRINCE2 / PMBOK), phase-wise plan, SIT and UAT approach, Go-Live strategy, stakeholder management, and quality assurance processes.

[Bidder to provide detailed write-up]

Section 4: Implementation Work Plan (12 Months Schedule with 9 Years O&M)

POST GO-LIVE — 9 Years O&M PERIOD: From the date of System Acceptance Certificate (Month 12 from Contract Award), the IA shall provide comprehensive O&M services for 9 Years encompassing: (a) Corrective Maintenance (WP-4), (b) Preventive Maintenance (WP-4), (c) Development-cum-Enhancement Support / DEST (WP-2), and (d) Corridor Onboarding (WP-3).

Section 5: O&M Strategy

Describe: SLA monitoring and compliance framework, 24x7 NOC/SOC setup, helpdesk and incident management, preventive and corrective maintenance, version upgrades, patch management, and exit management approach.

[Bidder to provide detailed write-up]

Section 6: Risk Register

Risk ID	Risk Description	Probability (H/M/L)	Impact (H/M/L)	Mitigation Strategy
R-01				
R-02				
R-03				
R-04				

Signature of Authorised Signatory

Name:

Date and Place

Date:

Designation:

Place:

Company Seal:

Form T-10: Proforma for submitting written queries

(To be submitted in excel/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 Phone – 011- 25074100 Extn - 1804

Sub.: Request for Proposal (RFP) for Design, Development, Deployment and Maintenance of
Unified NHAI ATMS Software

Ref: IHMCL/Unified NHAI ATMS SW/2026/01

Dated: /...../2025

Name of Company: _____, Name of Person _____

Contact No. _____,

Email Id: _____

Sr. No.	Page no. of RFP	Clause	RFP Statement	Query	Remarks
1					
2					

Note: To be submitted in editable MS excel format only.

Email id – tenders@ihmcl.com

Form T-11: Bank Guarantee for Bid Security

B.G.No.

Dated:

1. In consideration of you, ****, having its office at **** (hereinafter referred to as the “Authority”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns), having agreed to receive the BID of and having its registered office at (and acting on behalf of its JV) (hereinafter referred to as the “Bidder”, which expression shall, unless it be repugnant to the subject or context thereof, include its/their executors, administrators, successors, and assigns), for *Request for Proposal (RFP) for Design, Development, Deployment and Maintenance of Unified NHAI ATMS Software* (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 3.3 read with Clause 3.4 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. 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 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:

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

Signed and Delivered by Bank

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

(Signature of the Authorised Signatory)

(Official-Seal)

Form T-12: Format of Bank Guarantee for Performance Security/Additional Performance Security

To,

Chief Operating Officer

Indian Highways Management Company Limited G-5&6, Sector-10, Dwarka, New Delhi- 110075 Phone – 011- 25074100 Extn - 1804

WHEREAS:

- (A) ____ [name and address of contractor/Software Development Agency] (hereinafter called the “**Contractor**”) and Indian Highways Management Company Limited, G-5 & 6, Sector 10, Dwarka, New Delhi - 110075, (hereinafter called the “**Authority**”) have entered into an agreement (hereinafter called the “**Agreement**”) for “Request for Proposal (RFP) for Design, Development, Deployment and Maintenance of Unified NHAI ATMS Software “ subject to and in accordance with the provisions of the Agreement
- (B) The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the {Construction 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 Contractor’s obligations during the {Construction 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 Contractor, 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 Contractor 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 Contractor is in default in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank, notwithstanding any differences between the

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

3. In order 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 Contractor 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 Contractor 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, fulfillment and/ or performance of all or any of the obligations of the Contractor 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 Contractor, 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 Contractor 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 fulfillment, compliance and/or performance of all or any of the obligations of the Contractor 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.

§ Insert date being 2 (two) years from the date of issuance of this Guarantee (in accordance with Clause 7.2 of the Agreement).

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:

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

Signed and sealed this day of, 20..... at
SIGNED, SEALED AND DELIVERED

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

(Name)

(Designation)

(Code Number)

(Address)

NOTES:

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

Form T-13: Bid Securing Declaration Form

(To be submitted by Bidder on the Letter head)

Date: _____

Ref: IHMCL/Unified NHAI ATMS SW/2026/01

To,

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

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 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)

Form T-14: Undertaking for Compliance

Subject: Request for Proposal (RFP) for Design, Development, Deployment and Maintenance of Unified NHAI ATMS Software - **Undertaking for Compliance**

Name of the Bidder:

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

We undertake that the minimum requirements of the software mentioned in the RFP shall be provided as above by us in our Unified NHAI ATMS software with necessary Integrations to meet the functional requirements mentioned in the RFP.

Bidder Name:

Name of Person Holding Power of Attorney:

Signature:.....

Date:.....

Form T-15: Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)

(To be on the letter head of the Bidder/ Each Member of the Consortium)

To,

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

Sub: Request for Proposal (RFP) for Design, Development, Deployment and Maintenance of Unified NHAI ATMS Software

Dear Sir,

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

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries;

I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority as defined in Public Procurement Order no. F.no.6/18/2019- PPD dated 23rd July 2020 and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)
Name and seal of Bidder/Each Member of the Consortium

Notes:

{Where applicable, evidence of valid registration by the Competent Authority shall be attached}.

In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

FORM T-16: Curriculum vitae (cv) of key personnel

(Complete separately for EACH Key Personnel. Minimum 4 CVs required: Project Manager (1), Lead Architect (1), Cybersecurity Lead (1), Data Analytics Lead (1).

A. Personal Details

Name	
Proposed Role / Position	
Date of Birth	
Nationality	

B. Education

Degree / Qualification	Institution	Year	Specialisation

C. Professional Certifications

Certification	Issuing Body	Year	Valid Until

Total Years of Professional Experience	
Years in ATMS / ITS / ICCD Domain	

D. Relevant Project Experience

Project Name	Client Employer	/	From To	–	Role	Relevance to this Assignment

Project Name	Client Employer /	From To	Role	Relevance to this Assignment

DECLARATION: I certify that the information above is true and correct. I understand that misrepresentation may lead to disqualification or dismissal if engaged.

Signature of Authorised Signatory

Name:

Date and Place

Date:

Designation:

Place:

Company Seal:

FORM T-17: Team composition and task assignments

S.No.		Name	Role	Qualification	Total Exp (Yrs)	Relevant Exp (Yrs)	Time (% FTE)	Location
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								

Note: Attach Form T-16 (CV) for each Key Personnel above. Key Personnel must not be engaged in any competing assignment during the Contract period.

Signature of Authorised Signatory

Name:

Designation:

Company Seal:

Date and Place

Date:

Place:

FORM T-18: Integrity Pact

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

RFP No.: IHMCL/Unified NHAI ATMS SW/2026/01

This Integrity Pact is made at on this day of 2025 Between

Indian Highways Management Company Ltd. (IHMCL), incorporated under Companies Act 1956, having its office at Indian Highways Management Company Limited G-5&6, Sector-10, Dwarka, New Delhi- 110075 Phone – 011- 25074100 Extn - 1804, 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/ Software Development Agency/ Contractor” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedures contract/s for

..... 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)/ Contractor(s)/ Contractor(s).

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

Article 1- Commitments of the Principal

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept for self or third person any material or immaterial benefit which the person is not legally entitled to.

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.

The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

Article 2- Commitments of the Bidder(s)/ Contractor(s)/ Contractor(s)

The Bidder(s)/ Contractor(s)/ Contractor(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.

The Bidder(s)/ Contractor(s)/ Contractor(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.

The Bidder(s)/ Contractor(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission or bids or any other actions to restrict competitiveness or to introduce cartelization in the Bidding Process.

The Bidder(s)/ Contractor(s)/ Contractor(s) will not commit any offence under the relevant IPC/ PC Act and other Statutory Acts; further the Bidder(s)/ Contractor(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.

The Bidder(s)/ Contractor(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.

The Bidder(s)/ Contractor(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.

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

The Bidder(s)/ Contractor(s)/ Contractor(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

If the Bidder(s)/ Contractor(s)/ Contractor(s) before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Contractor(s) from the tender process.

If the Bidder(s)/ Contractor(s)/ Contractor(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)/ Contractor(s)/ Contractor(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 taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Contractor(s) and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.

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”.

The Bidder(s)/ Contractor(s)/ Contractor(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 the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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

On concurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact the Bidder/ Contractor/ Contractor shall not be entitled for any compensation on this account.

Subject to full satisfaction of the Principal, the exclusion of the Bidder/ Contractor/ Contractor could be revoked by the Principal if the Bidder/ Contractor/ Contractor 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

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.

In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Contractor's Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Contractor and/or demand and recover liquidated and all damages as per the provisions of the Contract Agreement against Termination.

Article 5 - Previous Transgressions

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.

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

Article 6 -Equal treatment of all Bidder(s)/Contractor(s)/Contractor(s)/ Subcontractor(s)

The Bidder(s)/ Contractor(s)/ Contractor(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.

The Principal will enter into agreements with identical conditions as this one with all Bidder(s)/ Contractor(s)/ Contractor(s) and Subcontractor(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)/ Contractor(s)/ Contractor(s)/ Sub-contractor(s)

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Contractor or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article 8 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after Operation & Maintenance 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 & Managing Director of IHMCL.

Article 9 - Other Provisions

This Pact is subject to Indian Law Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.

Changes and supplements as well as termination notices need to be made in writing.

If the Bidder/ Contractor/ Contractor is a partnership or a consortium, this pact must be signed by all partners or consortium members.

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.

Any disputes/ differences arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or any relation thereof shall not be subject to any Arbitration.

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)]

(Office Seal)

[For & On behalf of the Bidder/ Software
Development Agency/Contractor]
(Office Seal)

Place:

Date:

Witness 1:

(Name & Address) _____

Witness 2: _____

(Name & Address) _____

FORM T-19: Details of similar completed projects

Note: Provide details of at all completed or substantially implemented projects in the last 7 years. Attach completion certificates / LoA copies as evidence.

Summary Table

S.No.	Project Title	Client Authority	Contract Value (INR Cr)	Duration	Status	Verification Contact
1.						
2.						
3.						

Detailed Project Sheets (repeat for each project)

Project Name / Title	
Name of Client / Authority	
Client Address and Contact Details	
Contract Reference Number / LoA Number	
Contract Value (INR Crores)	
Contract Period (From – To)	
Scope of Work (ICCC components delivered)	
Number of locations / plazas / command centres covered	
Technology Stack (Software, AI, Cloud, Integrations)	

Current Status (Completed / Ongoing — if ongoing, % complete)	
Completion / Go-Live Certificate Reference	
Client Representative Name and Contact for verification	

Note: Attach: (1) Client completion certificate or Go-Live acceptance certificate; (2) Copy of Work Order / LoA. All copies must be self-attested. IHMCL reserves the right to independently verify credentials.

Signature of Authorised Signatory

Name:

Date and Place

Date:

Designation:

Place:

Company Seal:

Form T-20: Project datasheet for PQ & TQ

The Bidder shall submit a list of qualifying projects with details of scope and services in support of the applicable Pre-Qualification (PQ) and Technical Qualification (TQ) criteria, along with complete details of the services rendered under each respective criterion. All such details and supporting documents shall be duly signed and stamped by the authorized signatory empowered to sign and submit the bid on behalf of the Bidder.

IHMCL reserves the right to verify the submitted details with the respective end customer(s).

FORM F-1: Financial bid — Price schedule

(Attached separately to be downloaded from e-tender portal for on-line submission)

**(Any price information found in the Technical Bid will result in
disqualification)**