



## भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

## National Highways Authority of India

(Ministry of Road Transport and Highways)

**Name of the Project: Development of Integrated Toll Management System  
(ITMS)**

**REQUEST FOR QUALIFICATION (RFQ)**

**NATIONAL HIGHWAYS AUTHORITY OF INDIA  
G 5 – 6 Sector 10 Dwarka New Delhi 110075**

भा रा रा प्रा  
NHAI

27<sup>th</sup> September 2017



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## Disclaimer

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

This RFQ is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the “**Application**”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in the RFQ may not be complete, accurate, adequate or correct. Each Applicant 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 RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

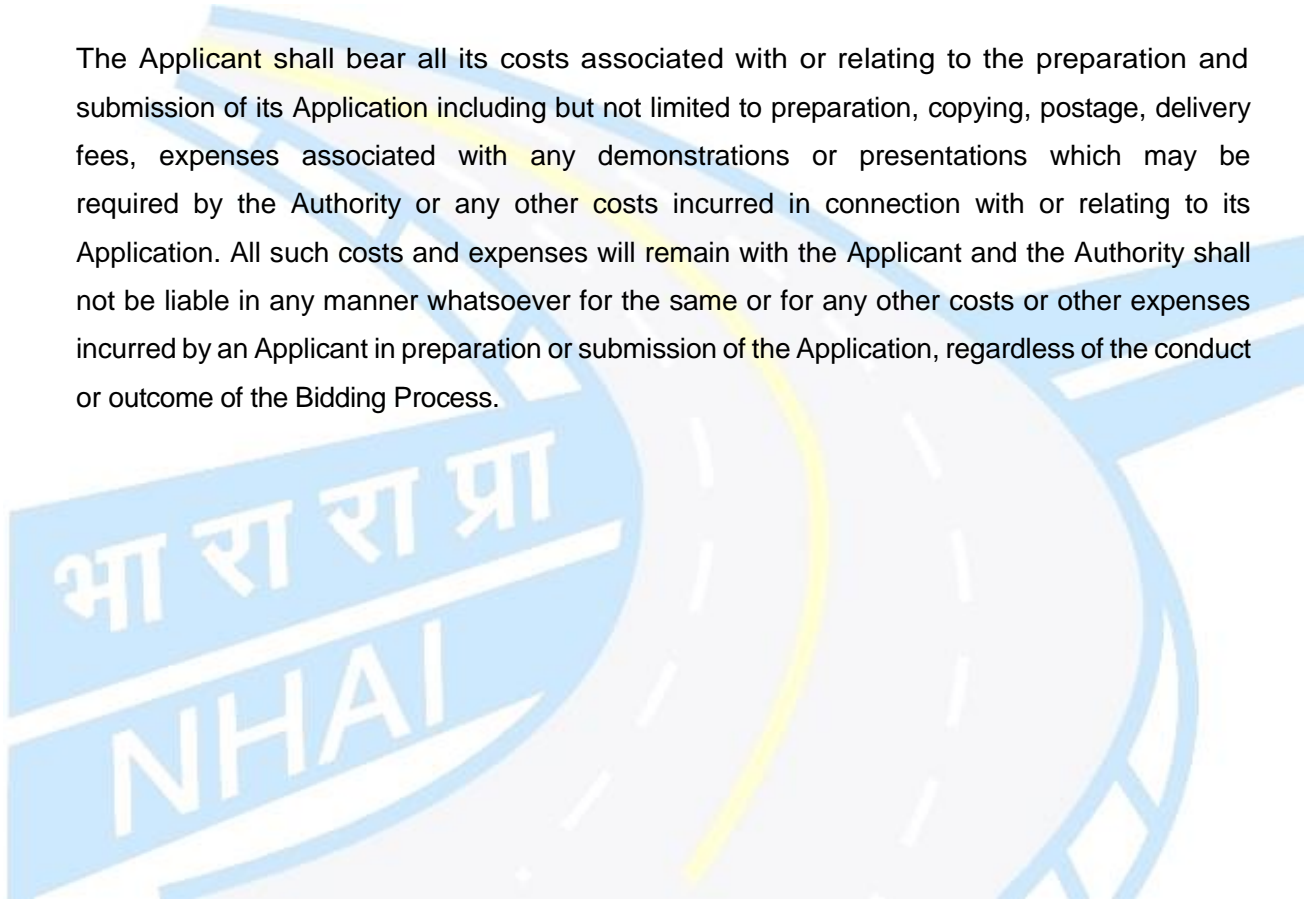
The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which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



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

The issue of this RFQ does not imply that the Authority is bound to select or shortlist pre-qualified Applications for the Bid stage or to appoint the Selected Bidder or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.





## Definitions

In this document, the following terms shall have respective meanings as indicated:

- a. **“Authorized Representative”** means any person/agency authorized by NHAI.
- b. **“Applicant”** means a ‘firm’ or ‘Consortium’ which participates in the subject RFQ and submits its application.
- c. **Authority / Client / Employer / Purchaser** shall mean the National Highways Authority of India.
- d. **“Commencement date”** means the date upon which the Contractor receives the notice to commence the work issued by the Employer.
- e. **“Contract”** means the agreement entered into between the Employer and the Contractor, as recorded in the Contract documents signed by the parties, including all attachments and appendices thereto and all documents incorporated by references therein
- f. **“Contractor”** means the party selected through this Bidding Process as prescribed in section 1.1.6.
- g. **“ETC”** means the Nationwide Interoperable Electronic Toll Collection program being implemented by NHAI through FASTag.
- h. **“FASTag”** is a device that employs Radio Frequency Identification (RFID) technology for making toll payments directly from the prepaid account linked to it<sup>1</sup>.
- i. **“ICT”** means the Information and Communications Technologies.
- j. **“IHMCL”** shall refer to the Indian Highways Management Company Limited.
- k. **“Law”** or **“Legislation”** shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India or State Government or regulatory authority or political subdivision of government agency.
- l. **“Letter of Award (LOA)”** means the issue of a signed letter by the Employer of its intention to accept the offer of successful Applicant and awarding the work mentioning the total Contract Value.
- m. **“Local Currency”** means the Indian Rupees
- n. **“MoRTH”** means Ministry of Road Transport and Highways

<sup>1</sup><http://www.nhai.org/Frequently%20Asked%20Questions.pdf>



- o. **"NHAI"** means National Highway Authority of India, New Delhi.
- p. **"Party"** shall mean NHAI or Applicant individually and "Parties" shall mean NHAI and Applicant collectively.
- q. **"Personnel"** means persons hired by the Contractors as employees and assigned to the performance of the Services or any part thereof.
- r. **"RFQ"** shall mean Request for Qualification, Tender Document or Bidding Document including the written clarifications & Corrigendum/Addendum issued by NHAI in respect of the RFQ.
- s. **"Services"** means requirements defined in this Request for Qualification including all additional services associated thereto to be delivered by the Service Provider.
- t. **"Successful Applicant"** means the Applicant, who, after the complete evaluation process, gets the Letter of Award. The Successful Applicant shall be deemed as "Contractor" appearing anywhere in the document.
- u. **"Similar Magnitude"** is defined as projects which involve server procurement and setup, and deployment, installation, maintenance and periodic upgrade of an enterprise Information and Communications Technologies ("ICT") facility. The minimum contract value of such projects should be INR 25,00,00,000.00 (INR Twenty Five Crores)
- v. **"Software Development"** means design, specifications, programming, testing, installation, project management, and training associated with a specific software application development project.
- w. **"Software Development Life Cycle"** is defined as an organized way to determine customer needs and user requirements such that technology can be applied through ICT systems development and help customers and users perform their jobs more effectively and efficiently. The process ends with maintenance and sustainment activities but includes a way to use feedback for continuous improvement of processes and systems.
- x. **"Systems Integration"** means the process of creating a complex information system that may include designing or building a customized architecture or application, and integrating, or deploying, it with new or existing hardware, packaged and custom software, and communications.
- y. **"TMS"** shall refer to the software that have been deployed by the Concessionaire(s) at toll plaza(s) for operation of ETC equipment, and for integration with the FASTag ecosystem.

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.



## National Highways Authority of India

### 1.0 Introduction

#### 1.1. Background

- 1.1.1 The National Highways Authority of India (NHAI) was constituted by an act of Parliament, the National Highways Authority of India Act, 1988. It is responsible for the development, maintenance and management of National Highways entrusted to it and for matters connected thereto.
- 1.1.2 Govt. of India has launched National Highways Development Project (NHDP) to address the need of fast growing vehicular traffic on National highways and to bring about safety and efficiency in road travel. The total length of National Highways (NH) in the country is about 96,000 km. NHAI has already completed 4/6 laning of around 18,000 Kms of National Highways, which are presently under Operations and Maintenance.
- 1.1.3 During Operations and Maintenance of tolled stretches of National Highways, the Concessionaire/OMT Contractors/User Fee collection agencies have been mandated to collect toll/user fee from road users.
- 1.1.4 The Concessionaire/OMT Contractors/User Fee collection agencies select and deploy the toll management system and the required supporting hardware in accordance to broad provisions prescribed in the contract agreement with NHAI. To build a coherent and robust backbone to handle the anticipated surge in digital transactions and ensure a seamless integration with existing disparate TMS /ETC software, NHAI intends to develop an “Integrated Toll Management System” (ITMS) which will be a cloud based solution that shall perform middleware operations related to ETC transactions.
- 1.1.5 NHAI shall follow a two stage bidding process for selection of an entity to whom the Project may be awarded. Brief particulars of the Project are as follows:

| Name of the Work                                    | Document Fee (non-refundable)             | Time period of assignment   | Closing date and time  |
|---|---|---|--|
| Development of an Integrated Toll Management System | Rs.50,000/- (Indian National Rupees only) | 5 Years (extendible by another 5 years based on satisfactory performance of contractor and continued requirement of NHAI) | Up to 1100 Hrs. (IST) as per schedule indicated in Section 1.3 |

- 1.1.6 The Selected Bidder (the “**Contractor**”) shall be responsible for System Requirement Study (SRS), design, development, implementation, O&M, and provide online and



offline support of an Integrated Toll Management System in accordance with the provisions of a contract agreement (the “**Agreement**”) to be entered into between the Contractor and the Authority.

- 1.1.7 The scope of work would broadly include SRS, design, development, implementation, O&M, and provide online and offline support of an Integrated Toll Management System as prescribed in the Appendix A – About the Project.
- 1.1.8 The statements and explanations contained in this RFQ are intended to provide a better understanding to the Applicants about the subject project and the RFQ and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Contractor or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Contract to be awarded pursuant to this RFQ or the terms thereof or herein contained.
- 1.1.9 The Authority shall receive Applications pursuant to and in accordance with the terms set forth in this RFQ and other documents to be provided by the Authority pursuant to this RFQ, and all Applications shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the “**Application Due Date**”).

## **1.2. Brief description of Bidding Process**

- 1.2.1 The Authority shall adopt a two stage bidding process (referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project, viz, (i) Qualification Stage and (ii) Bidding Stage. The first stage (the “**Qualification Stage**”) of the process involves qualification (the “**Qualification**”) of interested applicants who make an Application in accordance with the provisions of this RFQ (the “**Applicant**”, which expression shall, unless repugnant to the context, include the Members of the Consortium). At the end of this stage, the Authority expects to announce a short-list of suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the “**Biding Stage**”) comprising Request for Proposals (the “**Request for Proposals**” or “**RFP**”).
- 1.2.2 In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are pre-qualified and short-listed by the Authority shall be invited to submit their Bids for the Project during second stage. The Authority is likely to provide a comparatively short time span for





submission of the Bids for the Project. The Applicants are, therefore, advised to familiarise themselves with the Project.

- 1.2.3 The Contractor shall not be entitled to levy, charge or lay claim to any part of user fee under collection from users of National Highways.
- 1.2.4 Further details of the process to be followed at the second stage, i.e., Bidding Stage and the terms thereof will be spelt out subsequently.
- 1.2.5 Any queries or request for additional information concerning this RFQ shall be submitted by e-mail<sup>2</sup> with subject identification/ title: "Queries/Request for Additional Information: "Development of an Integrated Toll Management System"

### 1.3. Schedule of Bidding Process

The Authority shall adhere to the following schedule under first stage (RFQ).

| Sl. No. | Event Description   | Date  |
|---------|---|---|
| 1.      | Invitation of RFQ (NIT)   | 27 <sup>th</sup> September 2017                   |
| 2.      | Last date for receiving queries                                   | 9 <sup>th</sup> October 2017                      |
| 3.      | Pre-Application Conference  | 11 <sup>th</sup> October 2017, 11:00 AM           |
| 4.      | Authority response to queries latest by                           | 18 <sup>th</sup> October 2017                     |
| 5.      | Application Due Date (online submission)                          | 27 <sup>th</sup> October 2017 (Upto 1100 Hrs IST) |
| 6.      | Application Due Date (physical submission of mandatory documents) | 27 <sup>th</sup> October 2017 (Upto 1100 Hrs IST) |

### 1.4. Late Applications

E-procurement portal <http://etenders.gov.in> shall not allow submission of any Application after the prescribed date and time. Physical receipt of documents of the RFQ after the prescribed date and time shall not be considered and the Application shall be summarily rejected.

<sup>2</sup> deepaksaxena@rediffmail.com



## **2.0: Instructions to Applicants**

### **2.1 Eligibility of Applicants**

2.1.1 For determining the eligibility of Applicants for their qualification hereunder, the following criteria shall apply:

|          | <b>Eligibility Criteria</b>   |
|----------|---|
| <b>A</b> | <p><b>Firm Details:</b></p> <p><b>(a) Field of Business</b><br/>The Applicant, or the Lead Member, in the case of a Consortium, should be in the Information Technology/ IT consulting / IT System Integration/ ICT Solutions/ Financial Services for at least 5 years as on 31 March 2017. Information regarding the same should be provided along with documentary evidence.</p> <p><b>(b) Registration Status</b><br/>The Applicant, or each Consortium Member, must be Company incorporated / registered in India under the Companies Act 1956 (or its successor), or LLP Act 2008, or must be an registered Indian subsidiary of an international entity incorporated as per the laws of the parent country.</p> <p><b>(c) Consortium:</b><br/>A Consortium is permissible subject to fulfilling following conditions:</p> <ul style="list-style-type: none"><li>(i) maximum number of partners in the Consortium shall be three;</li><li>(ii) the parties in the Consortium shall be jointly and severally liable;</li><li>(iii) no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant.</li><li>(iv) The Application should contain the information required for each member of the Consortium;</li><li>(v) members of the Consortium shall nominate one member as the lead member (the “<b>Lead Member</b>”), who shall be responsible for all interactions with the Authority;</li><li>(vi) the Application should include a brief description of the roles and responsibilities of individual members;</li></ul> |
| <b>B</b> | <p><b>Technical Capacity:</b></p> <ul style="list-style-type: none"><li>i. The Applicant or any partner in Consortium, should be a <b>CMM level 5</b> or a <b>CMMi level 5</b> organization as on 31 March 2017. Information regarding the same should be provided along with documentary evidence.</li><li>ii. The Applicant should have the <b>experiences of System Integration on ICT projects</b> and should provide <b>at least three client references</b> in support of</li></ul>   |



| <b>Eligibility Criteria</b> |  |
|-----------------------------|--|
|                             | <p>their credentials for having experience of similar nature of work involving (i) software development and, (ii) system maintenance and technical helpdesk support for at least two (2) years for all the three projects</p> <p>Note: The three client references submitted by the Applicant or a related entity should fulfill the following conditions:</p> <p>(a) A least one of the projects should be with a Government of India (GOI) agency, or a Public Sector Undertaking owned by the Government of India or State Government(s) or both, or an Authority/ Regulatory Body of the Govt. of India.</p> <p>(b) The completion date of software system development should be within the last five (5) years from the Qualification Documents Submission Date.</p> <p>(c) The minimum revenue receipt for at least of one (1) project out of the three (3) projects should be at least Rupee Fifty Crore (Rs. 50,00,00,000.00) per project.</p> <p>Further, the three (3) projects listed above should collectively include all the following components:</p> <p>(d) Database setup of a minimum of ten million (10,000,000) unique records in any of the mentioned projects</p> <p>(e) Workflow Management System/ Document Management System</p> <p>(f) Electronic Toll Collection System of a minimum of fifty thousand (50,000) transactions per month</p> <p>(g) Electronic payment integration handling minimum transactions of Rupees Fifty Crores (INR 50,00,00,000.00 )per month</p> |
| <b>C</b>                    | <p><b>Financial Capacity:</b></p> <p>The firm should have a positive net worth of INR 50 Crore in each of the last 3 financial years. Certificate from the Statutory Auditor in the prescribed format should be submitted in technical bid.</p>  |
| <b>D.</b>                   | <p><b>Exclusions:</b></p> <p>(i) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.</p> <p>(ii) An Applicant including any Consortium Member should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority</p>  |



| <b>Eligibility Criteria</b> |  |
|-----------------------------|--|
|                             | or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Applicant, Consortium Member or Associate. |

The Applications not meeting the prescribed eligibility criteria specified above shall be summarily rejected.

In computing the Technical Capacity and Financial Capacity of the Applicant, the Technical Capacity and Financial Capacity of their respective Associates would also be considered.

For purposes of this RFQ, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

## **2.2 Conflict of Interest:**

2.2.1 An Applicant shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- (i) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25% (twenty five per cent) of the paid up and subscribed capital; of such Applicant, Member or Associate, as the case may be) in the other Applicant, its Member or



Associate, is not more than 25% (Twenty five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) A constituent of such Applicant is also a constituent of another Applicant; or
- (iii) Such Applicant, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or
- (iv) Such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- (v) Such Applicant, or any Associate thereof, has a relationship with another Applicant, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's' information about, or to influence the Bid of either or each other; or
- (vi) Such Applicant or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- (vii) Such Applicant or any Associate thereof has appointed any official of the Authority, Ministry of Road Transport & Highways, Technical Advisors of Authority for the Project, Legal Advisors of Authority for the Project, Financial Advisors of Authority for the Project, dealing with the Project, within a period of 1 years from the date of award of the Project to that Bidder.



**Explanation:**

In case an Applicant is a Consortium, then the term Applicant as used in this Clause, shall include each Member of such Consortium.

An Applicant shall be liable for disqualification and forfeiture of Bid Security if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the Letter of Award or (ii) execution of the Contract Agreement. In the event any such adviser is engaged by the Contractor after issue of the LOA or execution of the Contract Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Contract Agreement and without prejudice to any other right or remedy of the Authority, which the Authority may have thereunder or otherwise, the LOA or the Contract Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Contractor for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

2.2.2 The normal way to identify conflicts of interest is through self-declaration by the Applicant. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of NHAI. All conflicts must be declared as and when the Applicant becomes aware of them.

**2.3 Other Relevant Details**

**2.3.1 Cost of Bidding**

The Applicants shall be responsible for all of the costs associated with the preparation of their Applications/Bids and their participation in the Bidding Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

**2.3.2 Verification of information**

- i. Applicants are encouraged to submit their respective Applications after ascertaining for themselves the actual conditions, applicable laws and regulations, and any other matter considered relevant by them.



- ii. The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFQ, including any error or mistake therein or in any information or data given by the Authority.

### **2.3.3 Disqualification**

- i. The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFQ and the Applicant shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
- ii. The Authority reserves the right to reject any Application if:
  - (a) at any time, a material misrepresentation is made or uncovered, or
  - (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

Such misrepresentation/ improper response shall lead to the disqualification of the Applicant. If the Applicant is a Consortium, then the entire Consortium and each Member of the Consortium may be disqualified/rejected. If such disqualification/rejection occurs after the Bids have been opened and the lowest Applicant gets disqualified/rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.

### **2.3.4 Clarifications**

- i. Applicants requiring any clarification on the RFQ may notify the Authority in writing or by e-mail in accordance with Clause 1.3. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Application Due Date. The Authority shall issue clarifications on its web site without identifying the source of these queries.
- ii. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.



- iii. The Authority may also on its own volition, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

### **2.3.5 Amendment of RFQ**

- i. At any time prior to the Application Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Addenda.
- ii. Any Addendum issued hereunder will be hosted on the Authority's web site for common understanding.
- iii. In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Application Due Date.

## **2.4 PREPARATION AND SUBMISSION OF APPLICATIONS**

### **2.4.1 Accessing/ Purchasing of Bidding Documents**

2.4.1.1 The RFQ document may be accessed online on NHAI's web site <http://www.nhai.org> or its e-procurement portal <http://etenders.gov.in>

2.4.1.2 It is mandatory for all the Applicants to have class-III Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or organisation) from any of the licensed Certifying Agency (Applicants can see the list of licensed CAs from the link [www.cca.gov.in](http://www.cca.gov.in)) to participate in e-tendering of the Authority.

DSC should be in the name of the authorized signatory of the Applicant.

2.4.1.3 To participate in the bidding, it is mandatory for the Applicants to get registered their firm / Consortium with e-procurement portal of the Authority <http://etenders.gov.in> to have user ID & password which may be obtained at free of cost.

- a) Registration with e-procurement portal of the Authority should be valid at least up to at least 6 months from the date of submission of Application.
- b) Applications can be submitted only during the validity of registration.

2.4.1.4 If the firm / Consortium is already registered with e-tendering service provider of the Authority, and validity of registration is not expired, the firm / Consortium is not required a fresh registration.





2.4.1.5 The complete Bidding Documents can be viewed and downloaded by the Applicant from e-procurement portal of the Authority: <http://etenders.gov.in>.

#### 2.4.2 Format and Signing of Applications

- i. The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received online in the prescribed formats and complete in all respects.
- ii. The Application shall be typed and digitally signed as indicated above by the authorised signatory of the Applicant.

#### 2.4.3 Documents comprising Application

##### 2.4.3.1 Online Application:

- i. The Applicant shall submit the Application online through e-procurement portal <http://etenders.gov.in> comprising of the following documents along with supporting documents as appropriate:
  - (a) Covering Letter – Form 1
  - (b) Details of the Applicant – Form 2
  - (c) Power of Attorney/Board Resolution for Signing the Application – Form 3
  - (d) Letter(s) of Association – Form 4
  - (e) Business Plan – Form 5
  - (f) Copy of CMM Level 5 or CMMi Level 5 Certificate – Form 6
  - (g) Format for Applicant's Experience – Form 7
  - (h) Financial Capacity of the Applicant – Form 8

##### 2.4.3.2 Physical submission of mandatory documents:

The Applicant shall submit the following documents physically:

- (a) if applicable, original Letter of Association for Lead Member of Consortium;
- (b) Application fee (non-refundable) in the form of demand draft of Rs. Fifty Thousand Only (INR 50,000.00/-) in favor of "National Highways Authority of India" payable at New Delhi.

The documents listed at clause 2.4.3.2 shall be placed in an envelope, which shall be sealed and clearly bear the identification: *Development of ITMS - REQUEST FOR QUALIFICATION (RFQ) submission of Mandatory Documents*

The envelope shall also clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand top corner of the envelope.



2.4.4 The envelope shall be addressed to one of the following officer and shall be submitted at the following address:

ATTN. OF: Deepak Saxena; General Manager (P&IS),  
National Highways Authority of India  
G 5&6, Sector-10, Dwarka, Delhi, 110075

2.4.5 If the envelopes is not sealed and marked as instructed above, the Authority assumes no responsibility for its misplacement or premature opening of the contents of the Application submitted and consequent losses, if any, suffered by the Applicant.

2.4.6 Applications submitted by any other means shall not be entertained and shall be summarily rejected.

**2.4.7 Preparation & Submission of e-applications:**

2.4.7.1 The Applicant may submit his Application online following the instruction appearing on the screen. A buyer manual containing the detailed guidelines for e-procurement is also available on e-procurement portal of the Authority.

2.4.7.2 The documents listed above shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 5 MB) and uploaded during the on-line submission of Application.

2.4.7.3 Application must be submitted online through e-procurement portal of the Authority <http://etenders.gov.in> using the digital signature of authorised representative of the Applicant as per the schedule indicated in this RFQ.

**2.4.8 Modifications/ Substitution/ withdrawal of Applications**

2.4.8.1 The Applicant may modify, substitute or withdraw its Application after submission prior to the Application Due Date. No Application can be modified, substituted or withdrawn by the Applicant on or after the Application Due Date & Time.

2.4.8.2 For modification of Application, Applicant has to detach its old Application from e-procurement portal and upload / resubmit digitally signed modified Application. For withdrawal of Application, an Applicant has to click on withdrawal icon at e-procurement portal and can withdraw its Application. Before withdrawal of an Application, it may specifically be noted that after withdrawal of an Application for any reason, Applicant cannot re-submit an Application again.

**2.4.9 Correspondence with the Applicant**

Save and except as provided in this RFQ, the Authority shall not entertain any correspondence with any Applicant in relation to acceptance or rejection of any Application.

### **3.0: Opening & Evaluation of Applications**

#### **3.1 Opening and Evaluation of Applications**

- 3.1.1 The Authority shall open the Applications received online as per the schedule indicated in this RFQ, and in the presence of the Applicants who choose to attend.
- 3.1.2 The Authority will subsequently examine and evaluate the Applications in accordance with the provisions set out in this Section 3.
- 3.1.3 To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Application.

#### **3.2 Tests of responsiveness**

- 3.2.1 As a first step towards evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of this RFQ. An Application shall be considered responsive only if:
- (a) Application is received online as per the format provided in the forms;
  - (b) Mandatory Documents listed at clause 0 are received physically on or before the due date
  - (c) Application is complete in all respects and contains all the information sought in the RFQ
  - (d) Application is not non-responsive in terms hereof.
- 3.2.2 The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.

#### **3.3 Evaluation parameters**

- 3.3.1 Only those Applicants who meet the eligibility criteria specified in Clause 2 shall qualify for evaluation under this Section 3. Applications of firms/ consortia who do not meet these criteria shall be rejected.

#### **3.4 Correspondence with Applicant**

Save and except as provided in this RFQ, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.

The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

#### **4.0: Fraud and corrupt practices**

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the \ execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFQ, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
  - (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts;

- (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.



### **5.0: Pre-Application Conference**

- 5.1 Pre- Application conference of the Applicants shall be convened at the designated date, time and place. A maximum of two representatives of prospective Applicants shall be allowed to participate on production of authority letter from the Applicant.
- 5.2 The prospective applicants shall ensure that their queries have been sent to the Authority well in advance by e-mail as prescribed.
- 5.3 During the course of Pre-Application conference, the Applicants will be free to seek clarifications on the RFQ document and give suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. Authority is not bound to accept the suggestions given the prospective applicants.
- 5.4 The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Application Due Date. The Authority shall issue clarifications on its web site without identifying the source of these queries.
- 5.5 For other details kindly refer clause 2.3.4



## **6.0: Miscellaneous**

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further Information;
  - (c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Applicant; and/ or
  - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Applicant.
- 6.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

## Appendix A - About the Project

### 1. About FASTag

Electronic Toll Collection (ETC) is one of the important projects of NHAI, being implemented through IHMCL. NHAI/IHMCL launched the ETC program under the brand name “FASTag” on 31<sup>st</sup> October 2014, with two (2) participating entities – ICICI Bank and Axis Bank. A FASTag is a Radio Frequency Identification (RFID) technology based tag that is affixed on the windscreen of participating vehicle and enables the users to drive through toll plazas, without stopping for cash transactions while the payments are deducted from User’s e-wallet<sup>3</sup>.

The FASTags are issued by Banks after due KYC and according to the vehicle classification. The ETC infrastructure at Toll Plazas is the responsibility of NHAI. The deduction of Toll charges is done by the acquirer banks and settlement is processed by National Payment Corporation of India (NPCI). Out of 371 Toll Plazas, 122 Toll Plazas are Public Funded, and 249 are with PPP Concessionaires.

Before Demonetisation (08.11.2016), the ETC transactions contributed 2% to the toll revenue with 1% usage in number of operations. After resumption of the user fee in December 2016, the ETC transaction value increased significantly and stood at around 15% with robust growth projections. Similarly, FASTag adaptability has also increased more than four folds from one lakh users in Nov 2016 to around five lakh users currently<sup>1</sup>.

Post Demonetization, the program was further expanded with additional partners on 3<sup>rd</sup> December 2016 under the aegis of ‘Digital India’ program to promote cashless transactions. The new functionalities envisioned under the program include interoperable, multiple-issuer multiple-acquirer model of RFID-based Electronic Toll Collection (ETC) working across 400+ toll plazas on National Highways in India<sup>4</sup>.

To continue with the momentum and align the program with the vision of a “Less Cash” society, NHAI has also launched an active campaign to further increase the penetration of the program. For example, the following programs have been initiated to increase the FASTag penetration:

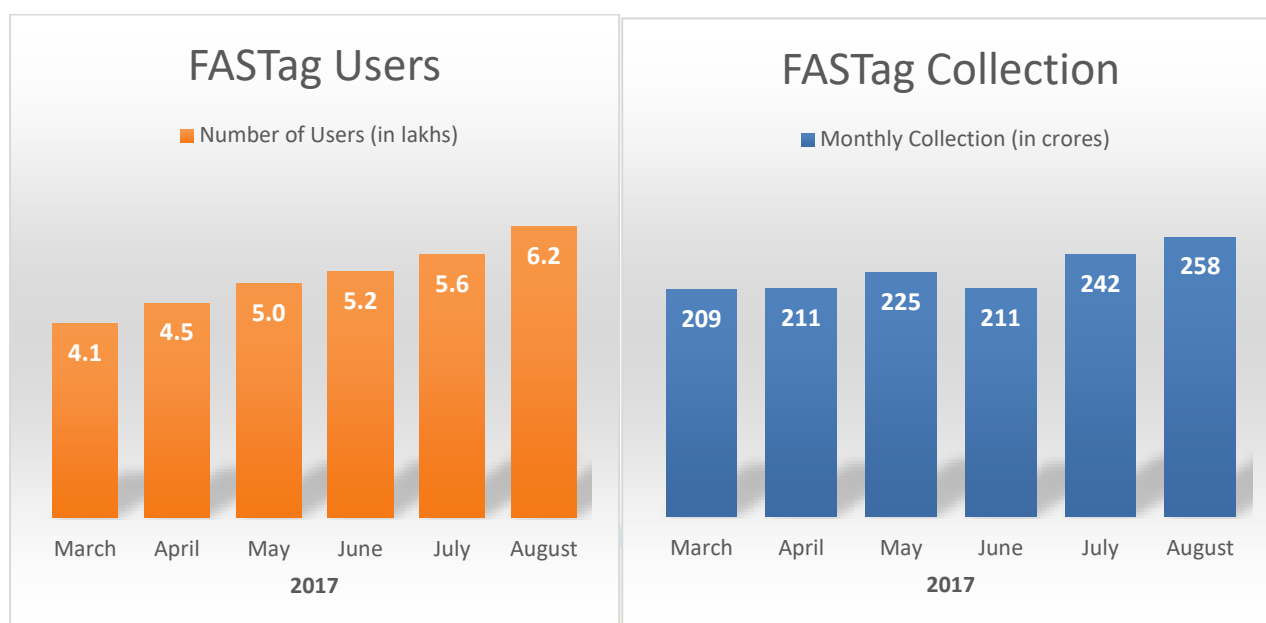
- NHAI launched the online sale of FASTag and ensured delivery at user’s doorstep.
- NHAI launched “My FASTag” mobile application to ensure online availability of the FASTags.
- Common Service Center (CSC) has been engaged to facilitate the offline sales of the FASTags at various Toll Plazas.
- Awareness campaign has been launched using Hoardings, Leaflets, Radio advertisements, print media, etc.

<sup>3</sup> <http://www.ihmcl.com/wp-content/uploads/2014/07/eoi-fastag-sales-1.pdf>

<sup>4</sup> [http://www.nhai.org/doc/19jan17/20160116\\_EOI\\_RFID%20Infrastructure%20Enhancement\\_vFinal.pdf](http://www.nhai.org/doc/19jan17/20160116_EOI_RFID%20Infrastructure%20Enhancement_vFinal.pdf)



The following charts capture the ETC growth story over the past few months



Besides the increase in sales, NHAI has also taken initiatives to fix the infrastructure of all Toll Plazas to improve the overall customer experience with the program. Some of the key initiatives in the area include:

- To ease the operational issues, multiple agencies working at Toll Plazas have been subsumed in a single nodal agency.
- For faster settlements, real-time processing is being implemented from batch processing.
- A Decision has been taken by MoRTH to enhance the infrastructure and install ETC equipment in all lanes of Toll Plaza from existing one lane. Accordingly, work is in progress on more than 3500 Toll Lanes covering all existing Toll Plazas throughout the country. The work is likely to be completed by 30 November 2017.

NHAI now aims to continue with the efforts and achieve the following targets

- Target of FASTag sale - 50 lakh by March 2018
- ETC Penetration of total Toll collection - 45% by Mar 2018 (Current Toll Collection including cash and ETC collections: INR 20,000 Crores per annum)

## 2. Integrated Toll Management System (ITMS)

To help achieve the above targets, and to develop a robust backbone to handle the anticipated surge in digital transactions, NHAI intends to develop a Software "Integrated Toll Management System" (ITMS). The ITMS shall offer a centralized, real-time, bank neutral platform for all the ETC related operations conducted by NHAI. The crucial requirements of the ITMS are as follows:

- a. ITMS Database creation – Create a database that is capable of handling at least two (2) billion plus FASTag records and ensuring that the queries from around One Thousand plazas regarding the transaction against a given FASTag are resolved within one (1) second. The key elements of the database shall include – Operator Data, Toll Data, Toll Fare Data, FASTag Data, Financial Data, and Customer Data.
- b. Data Migration – Migrate the data from existing disparate systems (spread across Acquirer and Issuer Banks, NHAI, IHMCL, and system integrators at toll plazas) to the ITMS Database. As discussed earlier, ITMS Database shall a unified database capable of carrying various toll related operations. The key components of the data migration shall include merging the vehicle classification, toll rates, user data, etc.
- c. Registration Module – The Registration Module shall handle all aspects regarding registering a new user in the ITMS. The user details in the ITMS database shall be associated with the TID Memory stored within the FASTag. The TID shall be a mandatory number for performing any application related activity with the ITMS.
- d. Toll Fee Calculation – The ITMS shall have the capabilities to calculate the actual toll payable by any vehicle. The key inputs for the calculations shall include journey type, fee details, vehicle class, applicable discounts, permissible vehicle weight, actual vehicle weight, etc.
- e. Toll Operations – The ITMS shall have features to process the FASTag details once the tag details have ‘read’ at the Toll Plaza and transmitted to the ITMS. Post processing, ITMS shall pass details of the transaction to the Toll Plaza. Some of the typical results of the ITMS processing could include ETC transaction approved, Cash transaction required, Vehicle overweight, etc.
- f. Payment Reconciliation – Payment reconciliation Transfer the money to the concerned Concessionaire account, after deducting the same from customer’s account. The reconciliation shall adhere to the timelines as defined by the NHAI.
- g. Third party interface – The ITMS should also have interfaces with various systems to collect data from multiple financial partners regarding account recharge by the customer. Some of the key systems could include – My FASTag Mobile App, FASTag Partner App, Bank Systems, Payment Gateways, System Integrators, Customer Complaint System, Vahan System, NHAI eRAHI application, NHAI’s MIS system, and NHAI Employee Management Systems.
- h. Dispute Resolution – ITMS should also have features to handle disputes that raised either by the Concessionaire or by the FASTag user regarding the charges, for example, incorrect vehicle class, double charges, settlement delays, etc.

The following diagram broadly illustrates the overall information flow expected within the ITMS

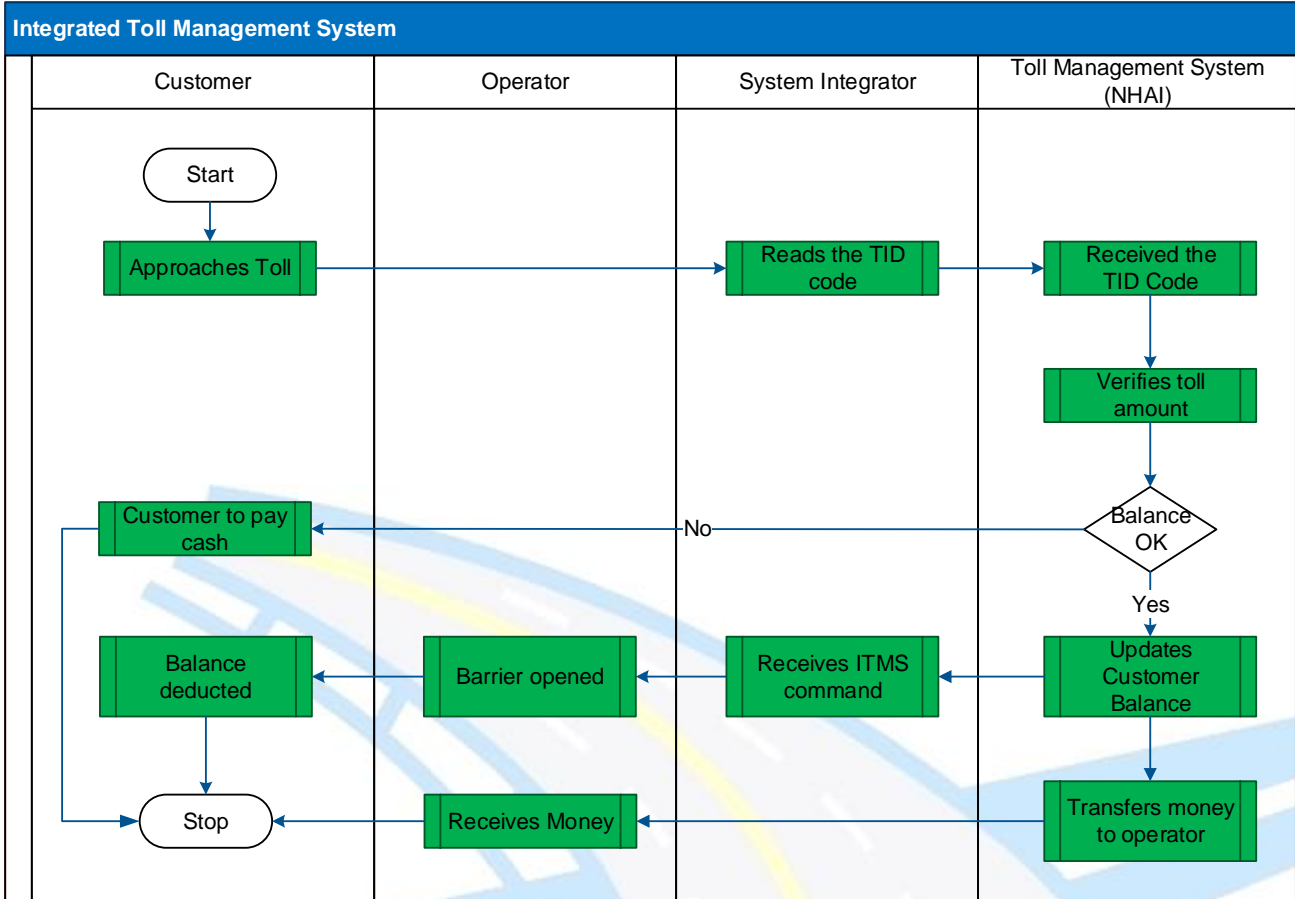


Figure 1: ITMS Information Flow



**Appendix B – Proforma for submitting written queries**

Sub.: RFQ for Development of Integrated Toll Management System (ITMS)

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

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

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

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

| S. | Page Number of RFQ | Clause Ref | RFQ Statement | Query | Remarks (if any) |
|----|--------------------|------------|---------------|-------|------------------|
|    |                    |            |               |       |                  |
|    |                    |            |               |       |                  |
|    |                    |            |               |       |                  |
|    |                    |            |               |       |                  |



## **Appendix C – Forms for Submission of Application**

### **Form 1 – Covering Letter**

To,  
The General Manager (P&IS)  
National Highways Authority of India  
G-5&6, Sector 10, Dwarka,  
New Delhi - 110 075

**Sub: Development of Integrated Toll Management System (ITMS)**

**Ref: RFQ dated 27.09.2017 on above subject**

Dear Sir,

1. With reference to your RFQ document dated .....<sup>5</sup>, I/we, having examined the RFQ document and understood its contents, hereby submit my/our Application for the aforesaid project. The Application is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for selection of the Contractor for the aforesaid Project, and we certify that all information provided in the Application and in Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as a Contractor for the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Application.
5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

---

<sup>5</sup> All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.

7. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority.
  - (b) I/ We do not have any conflict of interest in accordance with the RFQ document; and
  - (c) 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 Clause 4 of the RFQ document, in respect of any tender or Request for Qualification issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ 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.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFQ document.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for this Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates 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 Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate the Authority of the same immediately.
15. I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection as Contractor under and in accordance with the RFQ, I/We shall inform the Authority

forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be.

16. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Applicant, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.
18. {We undertake that all our Consortium Members will be jointly and severally liable throughout the project duration}.
19. The documents accompanying the Application, as specified in Clause 2.11.2 of the RFQ, have been submitted in a separate envelope and marked as “Enclosures of the Application”.
20. I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.

I/we submit this Application under and in accordance with the terms of the RFQ document.

Yours faithfully,

Date:

(Signature of the Authorised signatory)

Place:

(Name and designation of the of the Authorised signatory)

Name and seal of Applicant/Lead Member

**Note:** Paragraphs in curly parenthesis may be omitted by the Applicants, if not applicable to it, or modified as necessary to reflect Applicant-specific particulars.

**Form 2 – Details of the Applicant**

**Sub: Development of Integrated Toll Management System (ITMS)**

**Ref: RFQ dated 27.09.2017 on above subject**

**Details of Applicant**

- (a) Name:
  - (b) Country of incorporation:
  - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
- (a) Name:
  - (b) Designation:
  - (c) Company:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Applicant:
- (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:
5. In case of a Consortium:
- (a) The information above (1-4) should be provided for all the Members of the Consortium.
  - (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.1.15 (g) should be attached to the Application.
  - (c) Information regarding the role of each Member should be provided as per table below:



Consortium Details (if applicable)

| Sl. No. | Name of Member | Role* |
|---------|----------------|-------|
| 1.      |                |       |
| 2.      |                |       |
| 3.      |                |       |
| 4.      |                |       |

\* The role of each Member in the Consortium, as may be determined by the Applicant, should be indicated. Also specify which member will be the Lead Member for the Consortium.

(d) The following information shall also be provided for the Applicant, and in case of a Consortium, for each Member of the Consortium:

**Name of Applicant/ member of Consortium:**

| No. | Criteria   | Yes | No |
|-----|--|-----|----|
| 1.  | Has the Applicant/ constituent of the Consortium been barred <sup>f</sup> by the Central/ State Government, or any entity controlled by it, from participating in any project.   |     |    |
| 2.  | If the answer to 1 is yes, does the bar subsist as on the date of Bid  |     |    |
| 3.  | Has the Applicant/ constituent of the Consortium paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years? |     |    |

6. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

<sup>f</sup> or has been declared by the Authority as non performer/blacklisted.

**Form 3 – Power of Attorney/Board Resolution for signing the Application**



**Form 4 – Letter(s) of Association**

(In case of Consortium)



## **Form 5 - Business Plan**

1. Name of the Applicant/Lead Member of Consortium:

2. Contact Information of the Applicant/Lead Member of Consortium:

|                |  |
|----------------|--|
| Address        |  |
| Website        |  |
| Contact Person |  |
| i. Telephone   |  |
| ii. Fax        |  |
| iii. E-mail    |  |

3. Information on ongoing/existing ICT Projects (Please add a separate table for each consortium member):

| Sl. No. | Name of Project | Start Date | Scheduled Completion Date | Staff Complement (including experts/consultants) |
|---------|-----------------|------------|---------------------------|--|
|         |                 |            |                           |  |
|         |                 |            |                           |  |

4. Entity which fulfils the Systems Integration Experience Requirement (Please add a separate table for each consortium member):

|  |  |
|--|--|
| Name of Entity                                       |  |
| Relationship to the Applicant/Role in the Consortium |  |
| Address  |  |
| Website  |  |
| Contact Person                                       |  |
| i. Telephone   |  |
| ii. Fax  |  |
| iii. E-mail  |  |

5. Entity which fulfils the Financial Capability Qualification Requirement (Please add a separate table for each consortium member)

|  |  |
|--|--|
| Name of Entity                                       |  |
| Relationship to the Applicant/Role in the Consortium |  |
| Address  |  |
| Website  |  |
| Contact Person                                       |  |
| i. Telephone   |  |
| ii. Fax  |  |
| iii. E-mail  |  |

6. Entity which fulfils the CMM Level 5 or CMMi Level 5 requirement

|  |  |
|--|--|
| Name of Entity                                       |  |
| Relationship to the Applicant/Role in the Consortium |  |
| Address  |  |
| Website  |  |
| Contact Person                                       |  |
| i. Telephone   |  |
| ii. Fax  |  |
| iii. E-mail  |  |

7. Project(s) that specify the Technical Capacity parameters (Please fill the Project details and the checklist, and provide details in Form 7).

| Criteria   | Yes/No |
|--|--------|
| <b>Name of the Project 1:</b>  |        |
| Government of India (GOI) agency, or a Public Sector Undertaking owned by the Government of India, or State Government(s), or both |        |
| Completion date within five (5) years  |        |
| Revenue receipt of Rupee Fifty Crore (Rs. 50,00,00,000.00)   |        |
| Involves Database setup of a minimum of ten million (10,000,000) unique records  |        |

|   |  |
|---|--|
| Involves Workflow Management System/ Document Management System   |  |
| Involves Electronic Toll Collection System of a minimum of fifty thousand (50,000) transactions per month                           |  |
| Involves Electronic payment integration handling minimum transactions of Indian Rupees Fifty Crores (INR 50,00,00,000.00) per month |  |
| <b>Name of the Project 2:</b>   |  |
| Government of India (GOI) agency, or a Public Sector Undertaking owned by the Government of India, or State Government(s), or both  |  |
| Completion date within five (5) years   |  |
| Revenue receipt of Rupee Fifty Crore (Rs. 50,00,00,000.00)  |  |
| Involves Database setup of a minimum of ten million (10,000,000) unique records   |  |
| Involves Workflow Management System/ Document Management System   |  |
| Involves Electronic Toll Collection System of a minimum of fifty thousand (50,000) transactions per month                           |  |
| Involves Electronic payment integration handling minimum transactions of Indian Rupees Fifty Crores (INR 50,00,00,000.00) per month |  |
| <b>Name of the Project 3:</b>   |  |
| Government of India (GOI) agency, or a Public Sector Undertaking owned by the Government of India, or State Government(s), or both  |  |
| Completion date within five (5) years   |  |
| Revenue receipt of Rupee Fifty Crore (Rs. 50,00,00,000.00)  |  |
| Involves Database setup of a minimum of ten million (10,000,000) unique records   |  |
| Involves Workflow Management System/ Document Management System   |  |
| Involves Electronic Toll Collection System of a minimum of fifty thousand (50,000) transactions per month                           |  |
| Involves Electronic payment integration handling minimum transactions of Indian Rupees Fifty Crores (INR 50,00,00,000.00) per month |  |

For and on behalf of (Name of the Applicant - if Consortium,  
Name of Lead Member)

(Signature of Authorized Representative)

\_\_\_\_\_  
(Name, Title, and Date)

**Form 6 – Self Certified Copy of CMM Level 5 or CMMi Level 5 Certificate**



**Form 7 – Format for Applicant’s Experience**

**Sub: Development of Integrated Toll Management System (ITMS)**

**Ref: RFQ dated 27.09.2017 on above subject**

|   |  |
|---|--|
| <b>Assignment name</b>  | <b>Approx. value<sup>7</sup> of the contract :</b>   |
| <b>Country:</b><br><b>Location within country:</b>                                  | <b>Duration of assignment (months):</b>  |
| <b>Name of Client:</b>  | <b>Total No. of staff-months of the assignment:</b>  |
| <b>Address :</b>  | <b>Approximate value of the services provided by your firm under the contract</b>  |
| <b>Start date:</b><br><b>Completion date:</b>                                       | <b>No. of professional staff-months provided by associated Consultants:</b>  |
| <b>Name of associated Consultants, if any:</b>                                      | <b>Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</b> |
| <b>Narrative description of Project:</b>  |  |
| <b>Description of actual services provided by your staff within the assignment:</b> |  |

Each experience should be supported by a copy of Appreciation Letter/Completion Certificate from the client.

<sup>7</sup> Kindly mention INR equivalent of the Value if other than INR



**Form 8 - Financial Capacity of the Applicant**

|                        | <b>Year 1</b> | <b>Year 2</b> | <b>Year 3</b> |
|------------------------|---------------|---------------|---------------|
| <b>Net Worth (INR)</b> |               |               |               |

**Instructions:**

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:
  - (a) reflect the financial situation of the Applicant or Consortium Members and its/ their Associates where the Applicant is relying on its Associate's financials;
  - (b) be audited by a statutory auditor;
  - (c) be complete, including all notes to the financial statements; and
  - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
  
2. Net Worth shall mean 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.
  
3. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year.
  
4. The Applicant shall provide an Auditor's Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with the RFQ document.