

**NATIONAL HIGHWAYS INFRA INVESTMENT MANAGERS PRIVATE LIMITED**

Registered Office: G 5 & 6, Sector-10, Dwarka, New Delhi

CIN: U65929DL2020GOI366835

Email: [procurement@nhit.co.in](mailto:procurement@nhit.co.in)

**Request for Proposal (“RFP”) issued by National Highways Infra Investment Managers Private Limited (NHIIMPL) for the selection of a Technology Service Provider to implement Compliance solution at National Highways Infra Investment Managers Private Limited (NHIIMPL), National Highways Infra Trust (NHIT), and SPVs under National Highways Infra Trust.**

<b><u>BID SUMMARY</u></b>		
1.	Last date and time for receipt of Bidding Documents	10 <sup>th</sup> November 2023, 5:00 PM
2.	Date and Time of Opening of Bids	10 <sup>th</sup> November 2023, 6:00 PM
3.	Place of opening of Bids	NHAI – HQ, G 5 & 6, Sector-10, Dwarka New Delhi

**Note: - Bids will be opened in the presence of bidders who choose to attend as above.**

**NATIONAL HIGHWAYS INFRA INVESTMENT MANAGERS PRIVATE LIMITED**

G 5& 6, Sector 10, Dwarka, New Delhi – 110 075

Email: [procurement@nhit.co.in](mailto:procurement@nhit.co.in)

Date: 26 October 2023

<b>TABLE OF CONTENTS</b>	
<b>SUBJECT</b>	<b>PAGE NO</b>
<b>1. Disclaimer</b>	<b>3</b>
<b>1. Section 1 – Notice inviting Tender</b>	<b>4</b>
<b>2. Section 2 – Instructions to Bidders</b>	<b>6</b>
<b>3. Section 3 – Technical Specification Questionnaire</b>	<b>15</b>
<b>4. Section 4 – Form of Technical Proposal</b>	<b>20</b>
<b>5. Section 5 – Form of Financial Proposal</b>	<b>22</b>
<b>6. Section 6 – Undertakings</b>	<b>24</b>

## **DISCLAIMER:**

The information contained in this Request for Proposal ("RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of NHIIMPL, NHIT and SPVs under NHIT by persons authorized to do so, is provided to the interested parties on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by NHIIMPL to interested parties who submit their quote (henceforth "Bidders") in response to this RFP. The purpose of this RFP is to provide Bidders with information that may be useful to them in preparing and submitting their proposals ("Proposal") for selection as Technology Service Provider with **NHIIMPL, NHIT and SPV's Under NHIT** as per notified norms.

NHIIMPL makes no representation or warranty and shall have no liability to any person 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 or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained herein or deemed to form part of this RFP or arising in any way from this process.

A Bidder must warrant that all the information provided by it to NHIIMPL at the time of application & subsequently, is true to the best of its knowledge and belief, and specially warrants that it has duly complied with the provisions of laws applicable to it. Bidder indemnifies NHIIMPL from any liabilities arising out of error or default or negligence or contravention in regard to any of the applicable laws, including, but not limited to, submission of statutory forms & other such documents.

The issue of this RFP does not imply that NHIIMPL is bound to select any Bidder(s) or select any Bidder(s) for any project. NHIIMPL may accept or reject any proposal in its discretion and may ask for any additional information or vary its requirements, add to or amend the terms, procedure and protocol set out in RFP for bona fide reasons, which will be notified to all the Bidders invited to tender. Further NHIIMPL hereby reserves its right to annul the process at any time prior to issuance of Purchase Order without incurring any liability towards the Bidders.

The Bidders shall bear all costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NHIIMPL or any other costs incurred regarding or relating to its Bid. All such costs and expenses will remain with the Bidder and NHIIMPL shall not be liable in any manner for the same or for any other costs or expenses incurred by a Bidders in preparation or submission of the Bid, regardless of the conduct or outcome of this RFP and the related processes.

## **Section 1. Notice Inviting Tender**

1. The National Highways Infra Investment Managers Private Limited (hereinafter referred to as “NHIIMPL”) on behalf National Highways Infra Trust (hereinafter referred to as “NHIT” or “InvIT”), invites bids from reputed parties for selection of Technology Service Provider to Supply software licenses and implementation of a compliance solution at National Highways Infra Investment Managers Private Limited (NHIIMPL), National Highways Infra Trust (NHIT), and SPVs under National Highways Infra Trust.
2. Service Provider will be selected under Quality and Cost Based Selection Method as described in this RFP and in accordance with the practices of InvIT.
3. Service Provider shall initially be appointed for a period of One year. Based on the performance of the Service Provider, NHIIMPL may extend the term of the Service Provider’s appointment at its sole discretion.
4. The RFP includes the following documents:
  - Section 1 – Notice Inviting Tender
  - Section 2 – Instructions to Bidders
  - Section 3 – Technical Specification Questionnaire
  - Section 4 – Form of Technical Proposal
  - Section 5 – Form of Financial Proposal
  - Section 6 – Undertakings
5. The RFP is uploaded on the website of NHAI InvIT at [www.nhaiinvit.in](http://www.nhaiinvit.in)
6. Brief Description of Bidding Process
  - 6.1 NHIIMPL has adopted a two-stage evaluation process for selection of the Bidder(s) for award of the services: the technical bid (the “Technical Bid”) and the financial bid (the “Financial Bid”) containing the amount quoted by the Bidder shall be submitted in physical form in the prescribed format (To clarify, the documents should be serially numbered and hard/spiral bound) in the manner specified, and before the date and time specified herein.
  - 6.2 Only those Bidders whose Technical Bids are found to be responsive and meeting the Minimum Eligibility Criteria (hereinafter referred to as “Technically Qualified Bidders”) in terms of this RFP, shall be invited to participate in the opening of their Financial Bids. The Technically Qualified Bidders may send their authorized representatives along with authorization letter on the letter head of the bidder for participation in the opening of the Financial Bid. The date and time of opening of Financial Bids of such Technically Qualified Bidders, will be informed to them separately by NHIIMPL through email or uploaded on the NHIIMPL website. The Financial Bids will be opened physically at the location provided in such communications. Only one representative of the Technically Qualified Bidder shall be allowed to attend the opening of the Financial Bids.
  - 6.3 The Financial Bid of each technically qualified bidder shall be opened and evaluated.
7. Any queries or request for additional information concerning the RFP shall be submitted in writing and/or e-mail to the officer designated below. The envelope / email communication shall clearly bear the following identification/title:

“Queries/Request for Additional Information: RFP issued by National Highways Infra Investment Managers Private Limited for selection Technology Service Provider to Supply software licenses and implementation of a compliance solution at National Highways Infra Investment Managers Private Limited (NHIIMPL), National Highways Infra Trust (NHIT), and SPVs under National Highways Infra Trust.”

8. **Address for Communication:**

National Highways Infra Investment Managers Private Limited,  
G-5 & 6, Sector-10, Dwarka, New Delhi, 110075  
E mail: [procurement@nhit.co.in](mailto:procurement@nhit.co.in)

9. **Schedule of Bidding Process.**

The NHIIMPL shall endeavor to adhere to the following schedule: Any changes to the following schedule shall be informed to the Bidders through email communication.

Sl. No.	Description of Events	Date
1	Last date for receiving queries from bidders	6 <sup>th</sup> November 2023
2	NHIIMPL's response to queries latest by	8 <sup>th</sup> November 2023
3	Bid due date (Last date for bid submission)	10 <sup>th</sup> November 2023, 5:00 PM
4	Opening of Technical bids	10 <sup>th</sup> November 2023, 6:00 PM
5	Letter of Award (LOA)	Will be intimated later
6	Technical Presentation	Will be intimated later
7	Validity of proposals	120 days from Bid Due Date

## **Section 2. Instructions to the Bidders**

### **1. Introduction:**

National Highways Authority of India (“NHA”), being the Sponsor of NHIT settled the National Highways Infra Trust on October 19, 2020, as a contributory irrevocable trust, pursuant to the Trust Deed executed under the provisions of the Indian Trusts Act, 1882. The NHIT was registered with SEBI on October 28, 2020, as an infrastructure investment trust under Regulation 3(1) of the InvIT Regulations having registration number IN/InvIT/20-21/0014. The NHA settled NHIT for an initial sum of ₹ 10,000. NHIIMPL has been appointed as the Investment Manager of the NHIT.

The InvIT had pursuant to an initial Private Placement raised Unit capital from various investors on the 3rd of November 2021 and purchased the National Highways Infra Projects Private Limited (“NHIPPL”) from NHA. The said Units were listed on both BSE and NSE on the 10th of November 2021.

National Highways Infra Investment Managers Private Limited (NHIIMPL) was incorporated as a private limited company on July 25, 2020, under the Companies Act, 2013. The Investment Manager was initially incorporated as a wholly owned subsidiary of NHA. Subsequently, NHA transferred its entire shareholding in the Investment Manager to the President of India, acting through the Ministry of Road Transport and Highways, Government of India. Accordingly, at present, the Investment Manager is a government company as defined under the Companies Act, 2013, as amended.

The NHIPPL is a private limited company incorporated on July 23, 2020, at New Delhi, under the Companies Act, 2013. The current paid up capital of the NHIPPL is 1294.10 Cr. The NHIT (jointly with its nominee) holds 100% of the issued, subscribed and paid-up share capital of NHIPPL.

The NHIPPL had entered into five (5) independent Concession Agreements with the NHA for concessions of each of the Toll Roads. The Concession Agreements provide the NHIPPL the right to collect tolls for a period of 30 years from users of each Toll Road w.e.f Dec. 16 2021.

Subsequently NHIPPL had entered into Three (3) independent Concession Agreements with the NHA for concessions of each of the Toll Roads. The Concession Agreements provide the NHIPPL the right to collect tolls for a period of 20 years from users of each Toll Road w.e.f. October 29 2022.

### **2. Proposal**

- 2.1 NHIIMPL seeks proposal for the appointment of a Technology Service Provider to Supply software licenses and implementation of a compliance solution at National Highways Infra Investment Managers Private Limited (NHIIMPL), National Highways Infra Trust (NHIT), and SPVs under National Highways Infra Trust. Detailed scope of work as given in Section 3 – Scope of Work of the RFP document (“Services”).

### **3. Clarification and Amendment of RFP Documents**

- 3.1 Bidders may request for clarifications on any of the RFP documents up to the time mentioned in Section 1. Any request for clarification must be sent in writing to NHIIMPL’s address indicated in the RFP or by e-mail to [procurement@nhit.co.in](mailto:procurement@nhit.co.in) NHIIMPL will respond in writing, or by e-mail/ uploading responses on website or will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should NHIIMPL deem it

necessary to amend the RFP as a result of a clarification, it shall do so following the established procedure and inform the Bidders of the same through written communication or by uploading it on the website of NHIT.

At any time before the submission of the Bids, NHIIMPL shall have the right to amend the RFP by issuing an addendum/ amendment in writing or by standard electronic means. The addendum/ amendment shall be uploaded on the website of NHA InvIT at <https://nhaiinvit.in/> and NHA at <https://nhai.gov.in> which will be binding on all Bidders. To give Bidders reasonable time for considering the addendum/ amendment in their Bids, NHIIMPL may, if the addendum/ amendment is substantial, at its discretion, extend the deadline for the submission of Bids.

- 3.2 It will be the responsibility of the Bidders to keep track of any uploaded addendum/ amendment before submission of the Bid.

#### **4. Submission of Proposal**

- 4.1 The proposal shall be submitted as indicated below:

4.1.1 Envelope I containing the Technical Bid of the “Service Provider”. The proposal should be in the manner and format as prescribed in RFP Section 4 - Form of Technical Bid.

4.1.2 Envelope II containing the Financial Bid of the “Service Provider”. The proposal should be in the manner and format as prescribed in Section 5 – Form of Financial Bid. The financial proposal of only those Bidders shall be opened which meet the technical criteria. Please note that proposals with any conditionality will be summarily rejected.

- 4.2 Proposals (i.e. the aforesaid two envelopes put in a single sealed envelope marked as “Bid - Proposal for selection of Technology Service Provider to Supply software licenses and implementation of a compliance solution at National Highways Infra Investment Managers Private Limited (NHIIMPL), National Highways Infra Trust (NHIT), and SPVs under National Highways Infra Trust.” should reach the undersigned, latest by date/time mentioned in the Section 1 - Notice inviting Tender, in hard copies/in original and shall remain valid for 120 days thereafter. The proposal should be signed by the authorized signatory the Bidder, supported by the relevant authorization document. No Proposal will be entertained after the due time and date, as stated above. NHIIMPL shall not be responsible for any delay whatsoever in nature. The proposals received after the due time and date, will be summarily rejected.

- 4.3 NHIIMPL reserves the right to accept or reject any or all the offers received without assigning any reason. For any clarification, you may feel free to contact the undersigned.

#### **5. Modification/Substitution/Withdrawal of Bids**

- 5.1 The Bidder may substitute or withdraw its bid after submission prior to the Bid due date. No Bid shall be allowed to be substituted or withdrawn by the Bidder on or after the Bid due date.

- 5.2 Any alteration/modification in the Bid or additional information

supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by NHIIMPL, shall be disregarded.

- 5.3 Partial modification of the Bid is not allowed. The Bidder will have to submit the revised bid again in a sealed envelope, as per clause 4 above, mentioning "Revised Bid" on the top of the sealed envelope and the original bid envelope will be returned to the Bidder. No Technical or Financial Bid may be modified after the Bid Due Date. Withdrawal or modification of Technical or Financial Bids between the Bid Due Date and Expiration of Bid validity shall result into disqualification from the bidding process.

## **6. Opening and Evaluation of the Bids**

- 6.1 The Technical Bids will be opened after the due date at the time prescribed in the RFP document in the presence of the Bidders who choose to attend. NHIIMPL will subsequently examine and evaluate the Bids in accordance with the provisions set out herein.
- 6.2 Financial Bid of non-responsive Bidders shall not be opened.
- 6.3 To assist in the examination, evaluation, and comparison of Bids, NHIIMPL may, at its discretion, ask any Bidder for clarification of its Bid. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by NHIIMPL in the evaluation of the Bids.
- 6.4 The Bidders would be evaluated on the criteria mentioned in Section 4 of this RFP and shortlisted for the purpose of opening of their Financial Bids.
- 6.5 Except in case any clarification is asked by NHIIMPL, no Bidder shall contact NHIIMPL on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded. If any Bidder wishes to bring additional information to the notice of NHIIMPL, it should do so in writing at the address prescribed in the Notice Inviting Tender.
7. Prior to evaluation of the Bids, the NHIIMPL shall determine as to whether each Bid is responsive to the requirements of this RFP document. A Bid will be declared non-responsive in case:
- a. If a Bidder submits more than one Bid against this RFP.
  - b. The physical bid submissions are incomplete/ inadequate to the requirements of the RFP Documents.
  - c. Documents are submitted loose. (To clarify, the documents should be serially numbered and be submitted in hard bound / spiral bound).
  - d. If in case the Power of Attorney or the Authority Letter is not provided as per Paragraph 16 of this Section.
  - e. If a Bidder submits a conditional Bid or makes changes in the terms and conditions given in this RFP document.
  - f. Failure to comply with all the requirements of RFP document by a Bidder.
  - g. If the Bid is not submitted in the formats prescribed in the RFP document.
  - h. If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the bids and the same may lead to Bid being declared as non- responsive.
  - i. If the envelope containing physical submission is not sealed and marked as prescribed in the RFP document.
  - j. A Bid valid for a period of time shorter than prescribed in the RFP document.



## 8. Conflict of Interest

- 8.1 Bidders at all times shall provide professional, objective, and impartial advice and at all times hold the NHIIMPL, NHIT and SPVs under NHIT interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work, No two Bidders can have same constituents or any such arrangement pursuant to which any third party is in a position to have access to confidential information of each other.
- 8.2 NDA clause to be signed between NHIT entities and the vendor post release of the LOI.

## 9. Fraud & Corruption

- 9.1 Bidders would be required to observe the highest standard of ethics during the selection and execution of such work NHIIMPL defines:
- 9.1.1 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
- 9.1.2 "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the NHIIMPL and includes collusive practices among bidders (prior to or after submission of proposals) and to deprive the NHIIMPL of the benefits of free and open competition.
- 9.2 NHIIMPL will reject a proposal for appointment if it determines that the bidder recommended for engagement has engaged in corrupt or fraudulent activities in competing for the work in question.
- 9.3 NHIIMPL will declare a bidder ineligible, either indefinitely or for a stated period of time, to be engaged if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in the bidding process for engagement for the subject work.
- 9.4 The bidder declared ineligible for corrupt and fraudulent practices by NHIIMPL in accordance with the above paras shall not be eligible for selection.

10. Consortium of Bidders is not allowed.

11. Minimum Eligibility Criteria:

Sr. No.	Basic Requirement	Eligibility Criteria	Document to be submitted
1	Legal Entity	The bidder should be a Legal Entity registered under the Companies Act, 2013 or the Companies Act, 1956 OR a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932.	Copy of Certificate of Incorporation/Registration /Partnership deed
2	Office	The bidder must have a local office in India.	Copy of address proof

<b>Sr. No.</b>	<b>Basic Requirement</b>	<b>Eligibility Criteria</b>	<b>Document to be submitted</b>
3	Compliance	The bidder should be compliant with IT Act 2000 (including 43A).	Letter from authorized signatory on the letter head of bidder mentioning the compliance.
4	Turnover	The bidder should have average annual turnover of at least 5 Crore in last three audited financial years. (FY 2019-2020, 2020-2021 & 2021-2022)	Certificate from the Statutory Auditor/Chartered Accountant
5	Net worth	The bidder should have positive net worth as per last audited financial report.	Certificate from the Statutory Auditor/Chartered Accountant
6	Blacklisting	The bidder should not be debarred/blacklisted by any Government/PSU in India as on date of submission of the Bid.	Letter signed by the Authorized in format given in the RFP.
7	Legal	The bidder should not be subjected to any legal action for any cause in any legal jurisdiction in the last five years.	Letter signed by the Authorized Signatory
8	Capability	The bidder should have completed or be currently executing projects related to implementing a compliance solution for equal or over 250 users for any two central government of India/state government of India/PSU/government body of India in the last ten financial years.	Work Order / Completion certificate from client
9	Manpower Strength	The bidder must have a workforce of at least 50 professionals, including experts in data center management, networking, system administration, cloud services, and cloud security, on their payroll as of the submission date of this bid. At least 10 of these professionals must have experience (of minimum 5 years) in maintenance of Software Products/ cloud solution / DR Management / virtual server administration / system administration, Virtualization, security, database etc.). The service provider should have experienced compliance lawyers with a minimum of 2 years' experience in interpreting relevant laws and regulations.	Certificate from HR on the letter head of the bidder certifying the availability of the resources on their payroll as on date of submission of the bid as per the requirement.

Sr. No.	Basic Requirement	Eligibility Criteria	Document to be submitted
		Additionally, the provider should designate a project manager with over 20 years of experience in compliance management.	
10	Tax Payment	The bidder must have a valid GST Registration and PAN in India.	Valid copy of the certificate
11	ISO Certifications	The bidder should hold valid certifications for ISO 27001	Copy of certifications
12	Helpdesk	The bidder should have a functional 24*7 Helpdesk support with dedicated Toll-Free number to provide technical support over telephone, chat, and ticketing system.	Copy of support matrix with mention of contact details
13	O&M Support	The bidder is required to provide O&M support with 24X7 TAC support. On demand on-site technical support is also to be provided by the vendor at the location where required.	Copy of support contract with O&M
14	Land Border	The bidder should not be from a country which shares a land border with India unless the bidder is registered with the Competent Authority (as detailed in Office memorandum- F.No.6/18/2019-PPD of Dept. of Expenditure, Ministry of Finance). Bidder from a country which shares land border with India means: a. An entity incorporated, established, or registered in India; or b. subsidiary of an entity incorporated, established in India or c. An entity substantially controlled through entities incorporated, established, or registered in India; or d. An entity whose beneficial owner is situated in India; or e. An Indian (or other) agent of such an entity;	A declaration on letter head of bidder duly signed by Authorized Signatory stating the following is to be submitted: “We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that we are not from such a country. or if from such a country, have been registered with the Competent Authority. We hereby certify that we fulfil all requirements in this regard and are eligible to be considered”.

#### 12. Dis-qualification Criteria:

The company may at its sole discretion and at any time during the

evaluation of proposal, disqualify any respondent, if the respondent:

- 12.1 Submitted the proposal documents after the response deadline;
- 12.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- 12.3 Failed to provide related clarifications, when sought;
- 12.4 Respondent declared ineligible by CPSU/SPSU/Government companies/ Government organizations/ regulatory authorities for corrupt and fraudulent practices or blacklisted;
- 12.5 Bidders who submit their bid as JV to meet eligibility criteria will not be considered as qualified bidder. JV bidder will be considered ineligible bidder.

### **13. Technical Evaluation Criteria**

- 13.1 Technical Evaluation shall be based on the Technical Bid submitted by the Bidders as per Section 4 - Form of Technical Proposal.
- 13.2 The evaluation of the Technical Proposals shall be carried out on a maximum score of 100 as per the methodology mentioned in Section 4 – Form of Technical Proposal. For the computation of combined score, the technical scores will be given a weightage of 70% as follows:  
  
Weighted technical scores (TS) = Total technical score x 0.70  
Where Total technical scores would be as computed under section 4.
- 13.3 The Technical Proposal shall be submitted in physical form along with all supporting documentation/ information as mentioned along with the criteria.
- 13.4 The presentation need not be included in the Technical Proposal. The Presentation shall be made as per schedule communicated by NHIIMPL and a copy of presentation to be submitted on email at the time of presentation.

### **14. Financial Proposal**

- 14.1 After the short listing of Bidders based on their Technical Proposal including the presentation, the Financial Proposals of only Technically Qualified Bidders would be opened. The Technically Qualified Bidders, if they so desire, may remain present at the time of opening of the Financial Proposals. The date and time of opening of the Financial Proposals would be shared with the Technically Qualified Bidders.
- 14.2 The Financial Proposal of the Technically Qualified Bidders will be given a weightage of 30%. The lowest price bid shall be given a financial score of 30 and the financial score of other bidders shall be made inversely proportionate to their prices as follows:

The Lowest Financial Proposal (“LFP”) will be given a Financial Score(“FS”) of 30 points.

$FS \text{ (other bidders)} = 30 \times LFP / F$  (F= Amount of Financial Proposal)

**15. Procedure for Selection of Consultant/Consultancy Firm**

- 15.1 Post qualification of the minimum eligibility criteria, the bidder(s) will be selected under Quality and Cost Based Selection method as described in this section and in accordance with the practices of NHIIMPL.
- 15.2 Proposals will finally be ranked according to their combined technical score (TS) and Financial Score (FS) as follows:  
$$S = TS + FS$$
- 15.3 The combined score based on Quality and Cost Based System (QCBS) of technical and financial proposals will determine the H1, H2, H3 and so on. The bidder scoring the highest points/marks (H1) based on the above principles would be selected as the Consultant/Service Provider for Providing Services to Establish Technology Ecosystem.
- 15.4 NHIIMPL proposes to appoint one Service provider.
- 15.5 In case two or more Bidders have a tie in their combined scores, the relative rankings would be determined such that the Bidder with higher technical score (as computed in Section 4 (Technical Proposal) will get higher ranking.
- 15.6 Timelines & Payment Schedule:  
Payment shall be Invoice based and shall be made only post submission of invoice as per following milestones:

SN	Category	Milestone	Payment
1	Supply of Software license	On Sign off Supply of all licenses	100% payment of cost of licenses.
2	Implementation of Solution	Submission of Monthly Report	Monthly rate quoted as per BOQ
3	Support	Submission of Monthly Report	Monthly rate quoted as per BOQ

**16. Documents to be submitted along with the Technical Bids**

- 16.1 Either power of attorney or an authority letter from Partner/ Board / Managing Committee of the Bidder entity should be provided for authentication of the authorized signatory signing the Bid document.
- 16.2 Technical bid in the form provided in the RFP duly signed by the authorized representative of the bidder on all pages.
- 16.3 Detailed profile of the Bidder certified by Authorized Signatory of the Bidder
- 16.4 Documents in support of the claims of Bidder regarding eligibility/ experience duly signed by the authorized representative of the bidder on all pages. NHIIMPL may ask for 3rd. party certificates from the Bidder(s), at a later stage.
- 16.5 Undertaking in the format provided in the RFP duly signed by the authorized representative of the bidder on all pages.

**17. Financial Bids / Fees**

- 17.1 The Bidder is required to submit financial proposal as per Section 5 – Form of Financial Proposal.
- 17.2 The fee quoted should be unconditional.
- 17.3 Letter of Award (LoA) shall be issued from the respective entity and the respective entity shall pay the Service Provider the fees as per the Financial Proposal of the Bidder, as sole compensation for the performance of the Services.
- 17.4 The fees shall be payable as per payment schedule after submission of appropriate tax invoice.

#### **18. Dispute Resolution**

- 18.1 Any dispute arising out of the RFP, which cannot be amicably settled between the parties, shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 through a panel of three arbitrators, with each of NHIIMPL and the remaining disputing party(s) appointing one arbitrator and the two arbitrators so appointed appointing a third arbitrator. Provided that in the event that any disputing parties fail to appoint an arbitrator within 15 days from the dispute being referred to arbitration, the other parties shall be at liberty to appoint an arbitrator for such disputing party(s) and such appointment shall be final and binding on the other disputing parties. The venue of the arbitration shall be at New Delhi.

#### **19. Governing Law and Jurisdiction**

This RFP and the subsequent agreement between the parties shall be interpreted by and shall be governed and construed in accordance with the laws of India. The Courts at New Delhi, India shall have sole jurisdiction over all matters arising out of or relating to this agreement.

## **Section 3: - Technical Specification**

### **Compliance Solution Requirements**

The scope includes implementation & support for a compliance solution at NHIT. The details of the requirements are as below:

#### **Solution Requirements Overview**

- NHIT is seeking a cloud-based SaaS compliance solution hosted securely within India, designed to accommodate 25 users. This system should offer a unified dashboard for NHIT's leadership team to monitor compliance across India, with the flexibility to migrate the solution and data to NHIT servers as required.
- The service provider should incorporate all necessary compliances into the compliance management system, while the relevant stakeholder from NHIT should be responsible for updating and aligning these compliances as needed, ensuring they are mapped to the corresponding stakeholder as required.
- The service provider shall generate monthly MIS reports to keep stakeholders informed about the organization's compliance status. These reports will encompass information on Complied Tasks, Not Complied Tasks, Delayed Reporting, as well as any instances of incorrect or incomplete documentation uploaded, among other relevant details.
- The solution should be accessible via a web browser, without the need for on-premises infrastructure or software installation.
- **The compliance solution should be mobile-friendly, allowing users to access checklists and notifications from any device with an internet connection.**
- The solution should be scalable, with the ability to support many users and documents. The current user base is 25, and the solution should be able to scale as and when required to accommodate additional users and increased document volume.

#### **Compliance Solution Specific Features:**

- **Compliance Management tool features:** Here are some critical features to look for in a comprehensive compliance management tool:
  1. **Centralized Repository:** Maintain a single, easily accessible location for storing all compliance-related documentation, encompassing policies, procedures, and regulatory standards.
  2. **Task Assignments and Tracking:** Assign compliance-related tasks to the appropriate personnel and closely track their progress. These tasks may encompass activities like training, audits, or policy reviews.
  3. **Audit Management:** Efficiently plan, conduct, and oversee audits, incorporating features such as checklist creation, evidence collection, and comprehensive reporting capabilities.
  4. **Incident Management:** Thoroughly document and track compliance incidents or breaches, conduct root cause analysis, and ensure their timely resolution.

5. **Automated Alerts and Reminders:** Implement automated notifications for forthcoming deadlines, tasks, or alterations in compliance regulations.
6. **Reporting and Analytics:** Create tailored reports for in-depth analysis of compliance status, performance metrics, and areas of potential risk.
7. **Document Management:** Establish a robust system for document control, including versioning, approval workflows, and archiving, to manage all compliance-related documents effectively.
8. **Role-based Access Controls:** Implement user roles and permissions to safeguard sensitive information, allowing access solely to authorized personnel based on their roles.
9. **Dashboard and Visualization Tools:** Provide an intuitive dashboard for a swift overview of compliance status, areas of high risk, and the progress of compliance-related tasks.
10. **Workflow Automation:** Implement automation for routine tasks, approval processes, and workflows to minimize manual intervention and maintain consistency in compliance procedures.
11. **Third-party Vendor Management:** Evaluate and continuously monitor the compliance status of third-party vendors, partners, or suppliers to ensure adherence to standards.
12. **Preparation of Compliance Checklist for Audit:** The compliance management system should have the capability to automatically generate a comprehensive compliance checklist for audit purposes based on the finalized responses from the compliance questionnaire. This checklist should include all relevant compliances to be assessed, documented, and mapped within the system.
13. **Integration Capabilities:** The system should offer APIs or integration options to connect with other organizational software, facilitating data exchange and workflow automation.
14. **Notification Customization:** Allow users to configure personalized notification settings, ensuring that alerts are tailored to their specific compliance responsibilities.
15. **Compliance Calendar:** Incorporate a compliance calendar or scheduling feature for users to plan, track, and receive alerts on compliance-related deadlines and activities.
16. **Compliance Risk Assessment:** The system should provide tools for conducting risk assessments related to compliance, identifying high-risk areas, and developing mitigation strategies.
17. **Automatic Regulatory Updates:** Implement a mechanism to automatically receive and apply updates to compliance regulations, standards, and requirements.



18. The Internal Control Tracker within the solution should enable the recording, monitoring, and timely renewal of Fixed Deposits, Bank Guarantees, and Insurance policies, providing visibility into their status and expiration dates.
19. The regulations and acts falling within the scope of the solution include the following but are not restricted to these.
- Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014 (“InvIT Regulations”) read with applicable SEBI Circulars
  - The Securities Contracts (Regulation) Act, 1956 (“SCRA”) and the rules made there under.
  - The Securities and Exchange Board of India Act, 1992 (“SEBI Act”) and all the applicable Regulations, circulars, and guidelines issued thereunder.
  - Securities and Exchange Board of India (“SEBI”) (Listing Obligations and Disclosure Requirements) Regulations, 2015 (“LODR Regulations”) (to the extent applicable to debt listed entity)
  - Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 (“PIT Regulations”)
  - The Securities and Exchange Board of India (Issue and Listing of Non-Convertible Securities) Regulations, 2021
  - The Depositories Act, 1996 and the Regulations and Bye-laws framed there under;
  - Foreign Exchange Management Act, 1999 to the extent of External Commercial Borrowings, Foreign Direct Investments, and Overseas Direct Investment (FEMA) (if applicable)
  - Companies Act, 2013
  - RBI Regulations
  - Direct Tax law/ Indirect Tax Law/CAG/ESI Act/PF Act
  - Labour Law/ Shops and Establishments
  - BOCW
  - Pollution Control Board
  - Occupational Health and Safety Code issued by Govt. of India
  - ESIC
  - EPFO
  - Environmental Protection Act
  - Child Labour (Prohibition & Regulation) Act, 1986
  - The Contract Labour (R & A) Act, 1970
  - Interstate Migrant Workmen Act, 1978
  - Building & Other construction Workers Act, 1996
  - The Minimum Wages Act, 1948
  - Payment of Wages Act, 1936
  - The Employees’ Provident Funds and Miscellaneous Provisions Act, 1952
  - The Employees’ State Insurance Act, 1948
  - The Professional Tax Act
  - Payment of Bonus Act, 1965
  - Employees’ Compensation Act, 1923
  - Maternity Benefit Act, 1961
  - Payment of Gratuity Act, 1972
  - Equal Remuneration Act
  - Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
  - The Labour Welfare Fund Act
  - Private Security Agency (Regulation) Act, 2005
  - National Highway Act, 1956 (amended in 2013)
  - The Environment (Protection) Act, 1986(a mended in 1991)
  - The Air (Prevention & Control of Pollution) Act 1981 (amended in 1987)
  - The Noise Pollution (Regulation & Control) Rules, 2000
  - Hazardous and Other Waste (Management and Transboundary Movement) Rules, 2016 (amended in 2022)
  - Solid Waste Management Rules, 2016

- The Manufacture, Storage & Import of Hazardous Chemicals (MSIHC) Rules, 1989(amended in 2000)
- Battery Waste Management Rules, 2022
- E waste (Management) Rules, 2022
- The Plastic Waste Management Rules, 2016 (amended in 2018 and 2022)
- Bio-Medical Waste Management Rules, 2016
- Forests (Conservation) Act, 1980 and Rules 1981
- Wildlife (Protection) Act, 1972 and subsequent amendments in 2002 and 2003.
- The National Green Tribunal Act, 2010
- Central Motor Vehicle Rules, 1989
- Petroleum Rules, 1976
- The Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act 1996
- The Public Liability Insurance Act, 1991
- Central Electricity Authority (Measures relating to Safety and Electricity Supply) Regulations, 2010
- National Disaster Management Act, 2005
- Inter-state Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979;
- The Contract Labour (Regulation & Abolition) Act, 1970 and Rules
- The Bonded Labour System (Abolition Act), 1976
- The Child Labour (Prohibition and Regulation) Act, 2012
- Minimum Wages Act, 1948 and Rules 1980
- Payment of Wages Act, 1936
- Equal Remuneration Act, 1976
- Payment of Bonus Act 2015
- Payment of Gratuity Act 1972
- Workmen's Compensation Act, 1923
- ESI Act ,1948 (Employees State Insurance Act, 1948)
- Employee Provident Fund and Miscellaneous Provisions Act, 1952 and Rules, 2015
- Maternity Benefit Act, 1961, amended 2008 and Rules, 1961
- The Rights of Persons with
- Disabilities Act, 2016
- Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013
- Land Acquisition, Rehabilitation, and resettlement as per National Highways Act, 1956 and amendment in 2013.
- The Panchayati Raj (extended to Scheduled Areas) Act (PESA) 1996
- Scheduled Tribes and Other Traditional Forest Dwellers (Recognition of Forest Rights Act, 2006)
- Fifth Schedule of the Constitution of India
- Ancient Monuments and Archaeological Sites and Remains Act 1958
- Shops and Establishment Act 1953

## Security

- The compliance should provide secure data transmission and storage, adhering to industry-standard encryption protocols.
- The solution should comply with relevant data privacy and protection regulations.
- The solution should support secure authentication and authorization mechanisms when accessing external systems or retrieving data from integrated sources.
- The solution should be regularly updated and maintained to ensure security and compliance.
- Implement robust security protocols, including encryption, user authentication, and intrusion detection, to protect sensitive compliance data.

## **Implementation and Support**

- The solution provider shall assist with the implementation of the compliance including creation of the user accounts, configuration of the system and integration with relevant applications.
- The compliance management system should include integrated training modules designed to educate and update employees on compliance matters. The system must be capable of tracking and reporting on training completion rates, enabling timely refresher training when necessary.
- Post implementation, the solution provider should conduct trainings for the relevant users.) at NHIT enabling them to effectively utilize the compliance solution.
- Additionally, the solution provider shall prepare documentation and share with NHIT (user training document, SOPs, and processes etc.)
- The solution provider should provide ongoing technical support, including assistance with resolution of user queries, issues, and incidents within mutually agreed SLAs.

## **Section 4: - Form of Technical Proposal**

(On the letter head of the bidder)

### **Section A: General Information**

- (i) Profile of the Service Provider with full particulars of the constitution, ownership and business activities of the prospective Service Provider.
- (ii) Commitment(s) which shall act either as a constraint or as a conflicting interest in the proposed assignment (if any).

### **Section B: Technical Information**

(i) **Technical Evaluation Criteria:**

Technical Evaluation shall be based on the Technical Bid submitted by the Bidders and the presentation made by the Bidder and shall be carried out on a maximum score of 100 as per the details/break up brought out hereunder.

Sr. No.	Criteria	Compliance	Max Marks	Document to be submitted
1	Certifications	<p>The bidder should be certified minimum with following certificates:</p> <ol style="list-style-type: none"> <li>1. ISO 27001</li> </ol> <p>Any of the below certifications would be awarded an additional 5 marks:</p> <ol style="list-style-type: none"> <li>1. ISO 9001</li> <li>2. ISO 20000</li> <li>3. ISO 22301</li> <li>4. CMMI 3 or above</li> </ol> <p>Marks: If only ISO 27001: 10 Marks</p>	20	Valid Copy to be submitted
2	O&M	<p>The Bidder should have technical staff with the following skill sets (Software Development, System (Windows, Linux) / Network / Database / Security Administrators, Middleware / Application technical support experts, etc.)</p> <p>Marks: &lt;25: 0 Marks 26 - 50: 3 Marks &gt;51 - 100: 5 Marks More than 100: 10 Marks</p>	10	Undertaking by HR
3	Technical Certifications	<p>Bidder has at least 2 compliance lawyers with minimum 2 years of experience and a project manager with more than 20 years of experience in compliance.</p> <p>Marks: &gt; 2 lawyers and &gt;1 Manager: 5 marks =2 lawyers and =1 manager: 3 marks &lt; minimum: 0 marks</p>	5	Copy of resource certifications

<b>Sr. No.</b>	<b>Criteria</b>	<b>Compliance</b>	<b>Max Marks</b>	<b>Document to be submitted</b>
4	Technical Support	The bidder should have functional 24*7 Helpdesk support with dedicated Toll-Free number to provide technical support over telephone, chat and ticketing system.  Marks: Yes = 10 marks, No = 0 marks	10	Copy of support matrix with mention of contact details
5	Vendor Capability	The bidder should have completed or be currently executing projects related to implementing a compliance solution for equal or over 250 users for any 4 central government of India/state government of India/PSU/government body of India in the last ten financial years. For satisfying minimum qualification- 10 Marks If any of the claimed project is for equal or more than 1000 users- Additional 10 Marks	20	
6	Solution Capability	Technical Presentation and Quality of Proposal. Presentation should be strictly made on the given points.	35	Technical Presentation
		<b>TOTAL</b>	<b>100</b>	

The Technical Proposal shall be submitted along with all relevant proofs and supporting documentation/ information for each response.

12.3.3 The Bidders would be required to make a presentation of their Technical Proposal, as brought out at table above, for the proposed transaction, at the premises of National Highways Authority of India, G 5&6, Sector-10, Dwarka, New Delhi - 110 075. The time of the presentation will be separately intimated to the Bidders through e-mail in due course.

12.3.4 The Bidder should have a minimum technical score of 50 marks as per their Technical Bid submitted. The financial bid of only those bidders shall be opened who score minimum 50 qualifying marks.”

## **Section 5: - Form of Financial Proposal**

(On the letter head of the bidder)

Financial Proposal From (Name & Address of the bidder)

To  
Chief Financial Officer,  
NHIIMPL,  
G 5 & 6, Sector 10,  
Dwarka,  
New Delhi

**Sub: Request for Proposal (“RFP”) issued by National Highways Infra Investment Managers Private Limited (NHIIMPL) for the selection of a Technology Service Provider to Supply software licenses and implementation of a compliance solution at National Highways Infra Investment Managers Private Limited (NHIIMPL), National Highways Infra Trust (NHIT), and SPVs under National Highways Infra Trust.**

Financial offer on firm basis must be submitted in the following manner (as given below): -

We, Quote below our Fees for supply of licenses and implementation of solution as under:

S. No.	Particulars	Rate in INR (Exclusive of GST)	Qty.	UOM	Total in INR
1	Annual Workspace License Fee			Numbers	
2	Installation, Implementation & Configuration			One Time Fee	
3	Support			Months	
<b>Gross Total Excluding Tax:</b>					
<b>Amount in Words:</b>					

- I. Quotes should be exclusive of GST which shall be paid extra (as applicable from time to time).
- II. All payments are subject to TDS, if any, applicable as per the law in force.
- III. In the event of any discrepancy in between figures and words, the amount quoted in words will be considered.
- IV. NHIIMPL, NHIT, SPVs under NHIT reserves the right to pause the engagement in the duration of the contract subject to maximum gap of 03 months.

**Name & Signature of Consultant  
Authorized Signatory**

**Notes for the bidder**

1. Minimum amount of fee to be quoted is Rs. 1.
2. All the sums payable shall be subject to deduction of applicable taxes.
3. On payment milestones payment would be released less the GST component.
4. The GST component would be released on production of proof of payment.

## **Section 6: -Undertakings**

(On the letter head of the bidder)

### **To be provided with the financial bid.**

We undertake that: -

1. We are eligible to supply software licenses and implementation of Intelligent Process Automation (IPA) solution.
2. We have a valid registration certificate, issued by the Competent Authorities.
3. We have not been blacklisted or declared as ineligible to act as Consultant/ Consultancy Firm by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.
4. The proposal submitted hereunder shall remain valid for a period of at least 120 days from the last date for submission of proposal.
5. No other cost/ expenses/taxes/levies shall be payable by NHIIMPL, NHIT and SPVs under NHIT except mentioned in financial proposal.
6. Submission of the proposal by the Bidder shall constitute acceptance by the Bidder of all the terms and conditions mentioned in this Request for Proposal. In the event of any contradiction in the terms and conditions as mentioned in RFP, NHIIMPLs decision shall prevail.

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We accept all the terms & conditions as mentioned in the RFP. In the event of any contradiction in the terms and conditions as mentioned in the RFP and our proposal/ offer to NHIIMPL, the NHIIMPL's decision shall prevail.

**Date & Place:**

**Signature(s) and name(s) of  
Authorized Signatory with Seal**