RAAJMARG INFRA INVESTMENT MANAGERS PRIVATE LIMITED

Registered Office: G 5 & 6, Sector-10,

Dwarka, New Delhi

CIN: U66309DL2025PTC453624,

Website: **www.riimpl.in**

Request for Proposal ("RFP") issued by Raajmarg Infra Investment Managers Private Limited (RIIMPL) for appointment of Internal Auditor for Raajmarg 1 Projects Private Limited (R1PPL), RIIMPL and Raajmarg Infra Investment Trust (RIIT)

BID SUMMARY		
1	Last date and time for receipt of Bidding Documents	Date: 27.08.2026 up to 15:00 Hrs
2	Date and Time of Opening of Bids	Date: 27.08.2026 up to 16.00 Hrs
3	Place of opening of Bids	G 5 & 6, Sector-10, Dwarka New Delhi

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

RAAJMARG INFRA INVESTMENT MANAGERS PRIVATE LIMITED

G 5& 6, Sector 10, Dwarka, New Delhi – 110075

Phone: 91-011-25074100/ 200; Extn. 3526/3638

Mobile- 9871092019

Date: 12.08.2026

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Section 1. Notice Inviting Tender

1. The Raajmarg Infra Investment Managers Private Limited (hereinafter referred to as "RIIMPL") on behalf of itself, Raajmarg Infra Investment Trust (hereinafter referred to as "RIIT" or "InvIT"), and Raajmarg 1 Projects Private Limited hereinafter referred to as "R1PPL") invites bids from reputed Chartered Accountants firms for selection of Internal Auditor(s) for internal audit for RIIMPL, R1PPL & RIIT as detailed in this RFP.
2. Internal Auditor(s) will be selected under Quality and Cost Based Selection Method as described in this RFP.
3. Internal Auditor(s) thus selected shall follow in strict adherence, various SIAs (Standards of Internal Audit) issued from time to time by Internal Audit Standard Board of the ICAI
4. The Internal Auditor(s) shall be appointed for a period of one (1) year. However, RIIMPL may extend the period further upto two years (1+1 year) subject to performance and internal approvals with mutual consent.
5. The RFP includes the following documents:

   Section 1 – Notice Inviting Tender

   Section 2 – Instructions to Bidders

   Section 3 – Scope of work

   Annexure 1 – Form of Technical proposal

   Annexure 2 – Form of Financial proposal

   Annexure 3 – Undertaking

   Annexure 4 – Curriculum Vitae (CV)

   Annexure 5 – Pre-Bid Query Format

   Annexure 6 – Declaration of Authorised Signatory of Bidder

   Annexure 7 – Power of Attorney

   Annexure 8 – Technical Submission Checklist

   Annexure 9 – Non-Disclosure Agreement

   Annexure 10 – Escalation Matrix

   The RFP is uploaded on the website of RIIMPL at https://raajmarginfratrust.in
6. Brief Description of Bidding Process

6.1 RIIMPL has adopted a two-stage evaluation process for selection of the Bidder(s) for award of the work, comprising the Technical Bid ("Technical Bid") and the Financial Bid ("Financial Bid"). The Technical and Financial Bids are to be submitted in physical form only. The Technical bid must be serially numbered and properly hard bound. The Financial Bid, containing the amount quoted by the Bidder, shall be submitted strictly in physical form in a sealed envelope clearly marked as "Financial Bid" at the RIIMPL HQ Address: G – 5 & 6, National Highways Authority of India, Sector 10, Dwarka, New Delhi – 110075, India, in the manner prescribed herein and before the date and time specified in this document.

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 Bidders, will be intimated to them separately by RIIMPL through email or uploaded on Raajmarg Infra trust website. The Financial Bids will be opened physically at the location provided in this document. Only one representative of the Technically Qualified Bidder shall be allowed to attend the opening of the Financial Bids.

6.3 The financial proposal 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 Raajmarg Infra Investment Managers Private Limited for appointment of Internal Auditor(s)”

8. Address for Communication:

   Sh. Mridul Dubey, CFO

   Raajmarg Infra Investment Managers Private Limited (RIIMPL)

   Plot Nos. G-5 & 6, Sector-10, Dwarka, New Delhi – 110075

   Tel No. 011- 25074100/200 Extn 3526/3638 Mobile- 9871092019

   E mail: tenders@riimpl.in

9. Schedule of Bidding Process

   The RIIMPL shall endeavor to adhere to the following schedule:

Sl. No	Description of Events	Date
1	Last date for receiving queries from bidders	17.08.2026 up to 15:00 Hrs
2	Pre-bid queries	No pre-bid meeting. The bidders must submit their queries through email which will be replied at RIIMPL website/ through email.
3	RIIMPL’s response to queries latest by	19.08.2026 up to 15:00 Hrs
4	Bid due date (Last date for bid submission)	27.08.2026 up to 15:00 Hrs
5	Opening of Technical bids	At 16:00 Hrs on 27.08.2026 at RIIMPL Office, New Delhi
6	Opening of Technical bids	Will be informed to technically qualified bidders through E mail/ Website.
7	Validity of proposals	120 days from Bid Due Date

Section 2. Instructions to the Bidders

1. Introduction

1.1. National Highway Authority of India (“NHAI”/ “Authority”) is an autonomous body of the Government of India (“GoI”) under the Ministry of Road Transport and Highways (“MoRTH”) and was constituted on June 15, 1989 by an Act of Parliament. The functioning of NHAI is governed by NHAI Act and rules, and regulations framed thereunder.

1.2. NHAI has set up an Infrastructure Investment Trust namely Raajmarg Infra Investment Trust ("InvIT") and is acting as its Sponsor to the said InvIT. Raajmarg Infra Investment Trust (RIIT) was registered under Indian Trusts Act, 1882, on November 24, 2025, and registered as an infrastructure investment trust under the Securities and Exchange Board of India (Infrastructure Investment Trusts) Regulations, 2014, on December 22, 2025, having registration number IN/InvIT/25-26/0034.

1.3. Raajmarg Infra Investment Managers Private Limited (“RIIMPL”) has been incorporated on 22.08.2025 and has been appointed as the Investment Manager to the InvIT.

1.4. To hold the assets, an SPV, named Raajmarg 1 Projects Private Limited (R1PPL) was incorporated on 21.11.2025 as a wholly owned subsidiary of RIIT.

1.5. Raajmarg 1 Projects Private Limited (“R1PPL”) has entered into 5 concession agreements with NHAI for 5 road projects having total concession value of Rs 9500 Crores for the concession period of 15 years during the year 2025-26. The appointed date was declared wef 01.04.2026.

1.6. Under the concession agreements, R1PPL owns, operates and maintain the following 5 toll road assets (the “Toll Roads”) having 7 Toll Plazas:

Sr. No	Project Name	State	Highway	Length (km approx.)
1	Gorhar – Barwa Adda	Jharkhand	NH-19	~80.5 km
2	Chilakaluripet – Vijayawada	Andhra Pradesh	NH-16	~69.4 km
3	Chennai Bypass	Tamil Nadu	NH-32/ NH-48	~32.6 km
4	Chennai – Tada	Tamil Nadu	NH-16	~33 km
5	Neelmangala – Tumkur	Karnataka	NH-48	~44.7 km

1.7. The first year expected toll revenue is about Rs 925 Crores.

1.8. The current scope comprises the Toll Plazas identified in this RFP. However, the InvIT on its discretion reserves the right to include additional Toll Plazas within the scope of the assignment as and when such assets are acquired or brought under concession pursuant to future acquisition rounds.

2. Proposal

2.1. RIIMPL seeks proposal for the appointment of Chartered Accountants firm(s) for conducting internal audit as per the detailed scope of work as given in **Section 3 – Scope of Work** of the RFP document ("Services"). The list of Projects identified for internal audit may be modified by RIIMPL at its discretion before or after the award of work.

3. Clarification and Amendment of RFP Documents

3.1. Bidders may request a clarification on any of the clause of the RFP documents up to time mentioned in Section1. Any request for clarification must be sent as per **Annexure 5: Pre-Bid Query Format** in writing to RIIMPL's address indicated in the RFP or by e-mail to tenders@riimpl.in. RIIMPL 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 RIIMPL deem it necessary to amend the RFP as a result of a clarification, it shall do so following established procedure.

3.2. At any time before the submission of Bids, RIIMPL may 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 InvIT at https://raajmarginfratrust.in will be binding on all participating bidders. To give Bidders reasonable time in which to take an addendum/ amendment into account in their Bids, RIIMPL may, if the addendum/ amendment is substantial, extend the deadline for the submission of Bids.

3.3. 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. Technical Proposal: The Bidder shall submit its Technical Bid in the manner and format prescribed in RFP Annexure 1 - Form of Technical Bid. The Technical Bid is to be submitted in physical form only. In technical bids all documents shall be serially numbered and properly hard bound.

4.1.2. Financial Proposal: Envelope II containing the Financial Proposal of the consultant. The proposal should be in the manner and format as prescribed in Annexure 2 - 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. Your proposal (i.e., the aforesaid two envelopes put in a two different sealed envelope marked as "Bid - Proposal for appointment of Internal Auditor by Raajmarg Infra Investment Managers Private Limited" 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 of your entity. No proposal will be entertained after the due time and date, as stated above. RIIMPL 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. RIIMPL 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 RIIMPL, 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 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. RIIMPL will subsequently examine and evaluate the Bids in accordance with the provisions set out.

6.2. Prior to evaluation of the Technical Bids, the RIIMPL shall determine whether each Bid is responsive to the requirements of this RFP.

6.3. Financial Bid of non-responsive Bidders shall not be opened.

6.4. To assist in the examination, evaluation, and comparison of Bids, RIIMPL 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 RIIMPL in the evaluation of the Bids.

6.5. The Bids would be evaluated on the criteria mentioned in Annexure 1 of this RFP and shortlisted for the purpose of opening of their Financial Bids.

6.6. Except in case any clarification is asked by RIIMPL, no Bidder shall contact RIIMPL 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 RIIMPL, it should do so in writing at the address prescribed in the Notice Inviting Tender.

7. Prior to evaluation of the Bids, the RIIMPL 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).

d) If minimum eligibility criteria could not be met by the bidder as mentioned in the Clause 13 of this section.

e) If in case the Power of Attorney or the Authority Letter is not provided as per clause 21.1 of this Section.

f) If a Bidder submits a conditional Bid or makes changes in the terms and conditions given in this RFP document.

g) Failure to comply with all the requirements of RFP document by a Bidder.

h) If the Bid is not submitted in the formats prescribed in the RFP document.

i) If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the bids and the same may lead to Bid being declared as non- responsive.

j) If the envelope containing physical submission is not sealed and marked as prescribed in the RFP document.

k) A Bid valid for a period 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 RIIMPL's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

9. Fraud & Corruption

9.1. Bidders would be required to observe the highest standard of ethics during the selection and execution of such work. RIIMPL defines:

9.1.1 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of any personnel of R1PPL, RIIMPL & RIIT 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 RIIMPL and includes collusive practices among bidders (prior to or after submission of proposals) and to deprive the RIIMPL of the benefits of free and open competition.

9.2. RIIMPL 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. RIIMPL 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 RIIMPL in accordance with the above paras shall not be eligible for selection.

10. Confidentiality

10.1. The Bidder and the appointed Internal Auditor(s) shall maintain strict confidentiality of all information, records, and data obtained during the course of the engagement. Such information shall not be disclosed to any third party without prior written consent of RIIMPL, except as required under applicable laws.

10.2. This obligation shall survive the termination or completion of the engagement.

10.3. The selected bidder shall execute a Non-Disclosure Agreement (NDA) in the format prescribed under **Annexure 7** prior to the commencement of the engagement.

11. Consortium and networking of Bidders is not allowed.

12. Proposed Team

12.1. The selected Bidder shall deploy a team comprising of minimum one qualified CA professional, one qualified civil engineer and one semi qualified CA/CMA for at least 7 days for every audit cycle at each toll plaza with expertise in carrying out internal audits of roads /Transport Infrastructure projects for CA/CMA and experience in Operations & Maintenance in road sector for civil engineer. Detailed CV of the personnel certified by Authorized Signatory of the Bidder to be provided along with the Bid.

12.2. A team comprising of minimum one qualified CA professional and three assistants for atleast 20 days for every audit cycle for all the three entities at HO situated at New

Delhi. Detailed CV of the Qualified personnel certified by Authorized Signatory of the Bidder to be provided along with the Bid.

12.3. The Internal Auditor shall ensure that a Partner/Team Leader is actively involved in planning, supervision, and review of audit work and shall periodically visit project sites/ HO at New Delhi.

12.4. Partner/Team Leader should also visit the HO for atleast 5 days for every audit cycle for all the three entities.

13. Minimum Eligibility Criteria

13.1. The Bidder/Company should have annual revenue/ turnover of more than INR 5.00 crore in any year during the last three financial years ending 31/03/2024, 31/03/2025 or 31/03/2026. Certified copies of financial statements or certificate of turnover from Statutory Auditor/ Chartered Accountant of the Bidder to be submitted along with the bid.

13.2 Only those bidders shall be eligible to participate who have demonstrated similar experience in conducting internal audit in last three years of a Government/public/ private company having turnover of above Rs 500 Cr (capital expenditure to be considered in case no turnover) of road sector.

13.3 The Bidder should have completed internal audit of atleast 10 projects of expressways/ national highways having atleast 4 lanes and cumulative length of not less than 300 Kms and having atleast 10 operational toll plazas for conducting internal audit since 01.04.2020. Certified copies of completion certificate issued by client or any other documentary proof (signed by Statutory Auditor / Chartered Accountant) of completion to be provided.

13.4 The Bidder should have a minimum technical score of 70 marks as per technical evaluation criteria mentioned below in *Clause 15: "Technical Evaluation Criteria"*. Only those bidders who score minimum 70 marks shall be considered as Technically Qualified Bidder.

14. Dis-qualification Criteria:

The company may at its sole discretion and at any time during the evaluation of proposal, disqualify any bidder, if the bidder:

14.1 Submitted the proposal documents after the response deadline;

14.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;

14.3 Failed to provide related clarifications, when sought;

14.4 Respondent or its partners declared ineligible by CPSU/ SPSU/ Government companies/ Government organizations/ regulatory authorities for corrupt and fraudulent practices or blacklisted;

15. Technical Evaluation Criteria

15.1 Technical Evaluation shall be based on the Technical Bid submitted by the Bidders as per Annexure 1 - Form of Technical Proposal.

15.2 The evaluation of the Technical Proposals shall be carried out on a maximum score of 100 as per the methodology mentioned in **Section 2 Clause 15.4**.

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 score would be as computed under Annexure 1.

15.3 The Technical Proposal shall be submitted in soft copy (via mail)/physical form along with all supporting documentation/ information as mentioned along with the criteria.

15.4 The Bidders would be evaluated on the criteria mentioned below based on their Proposals received and shortlisted for the purpose of opening of their Financial Bids.

No.	Description	Max Points	Criteria
1	Experience in Road Sector	**40**	Experience in conducting internal audit for Road projects (comprising at least one toll in each road stretch) of value at least INR 100 crore (capital expenditure to be considered in case of no turnover) for Govt./ PSU/ Private clients since 01.04.2020 having internal audit fee of above Rs 1.00 Lac. For each completed National Highway project (comprising of at least one toll in each road stretch), marks awarded – **2.5 marks (max 40 marks)** *Certified copies of completion certificate issued by client or any other documentary proof (signed by Statutory Auditor / Chartered Accountant) of completion to be provided*
2	Team Strength and Experience	**60**	Certification of the Authorized Signatory to be provided as proof of Team Strength and Experience
2.1	Team Leader	40	a) Relevant years of experience i) Experience of more than 12 years but less than 15 years - **10 marks** ii) Experience of 15 years to 20 years - **15 marks** iii) Experience of above 20 years - 20 **marks** iv) b) Experience in similar assignment

			i) Experience in internal audit of Road infrastructure (comprising of at least one toll in each road stretch) – **4 mark per project (max 20 marks)** *(Relevant years of experience and a brief description to be provided)*
2.2	Team member	20	**3 marks** each for one such personnel on rolls/ partner of the Bidder with minimum 4 years relevant experience. Atleast one such person should have **DISA Qualification of ICAI (one additional marks for DISA qualification)**. Further, atleast one professional should be Civil Engineer of more than 5 years requisite experience. (Not necessarily on roll of the firm). (Relevant years of experience and a brief description to be provided) **(max 20 marks)**

16. Financial Proposal

16.1 After the short listing of Bidders based on their Technical Proposal, 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.

16.2 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 (other bidders) = 30 x LFP / F (F= amount of Financial Proposal)

17. Procedure for Selection of Internal Auditor

17.1 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 RIIMPL.

17.2 Proposals will finally be ranked according to their combined Technical score (TS) and Financial Score (FS) as follows:

S = TS + FS

17.3 The combined score on the basis of 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 Internal Auditor(s) for RIIMPL.

17.4 RIIMPL proposes to appoint one Internal Auditor. However, RIIMPL reserves the right to empanel additional Internal Auditor(s) at its discretion. If additional Internal Auditor(s) is to be selected, the other Technically Qualified bidders ranked as H2, H3 and so on in that order would be asked to accept the fee quoted by H1 bidder and the party who so accept the fees will also be appointed as Internal Auditor.

17.5 In case, more than one Internal Auditor(s) are empaneled, RIIMPL shall decide the allocation of projects/roads/toll plazas between Internal Auditor(s) at its discretion with each auditor being allocated at least one project/road/toll plaza. It is to be noted that, RIIMPL may also give projects/roads/toll plaza in addition to the projects mentioned in section (1.4).

17.6 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 Annexure 1 (Technical Proposal) will get higher ranking.

17.7 RIIMPL proposes to carry out internal audit in successive quarter for all the seven toll plazas across five road stretches in such a manner that each toll plaza is audited twice in a year (every alternate quarter however, not in succession)

17.8 Internal audit of the functions of RIIMPL and the R1PPL based at the HQ to be audited quarterly and functions relating to RIIT (Investment Trust) based at the HQ to be audited half-yearly.

18. Manpower requirement for the internal audit: -

18.1 Atleast one qualified CA, one B Tech/ BE Civil Engineer and one semi qualified CA/ CMA for atleast 7 days at each toll plaza on every visit (two such visits in a year as per plan). Whenever required, the DISA qualified CA should also be part of the team.

18.2 Atleast 1 qualified CA with 3 (Three) assistants (semi qualified) for at least 20 (Twenty) days for internal audit of each quarter at HQ at Delhi for all the three entities.

18.3 Senior partner/ Sr CA (team Leader) for atleast five days for each quarter and will be associated for planning, drafting of reports, discussion with higher authorities and other coordination activities.

19. Replacement of Audit Team Personnel

19.1 The Internal Auditor shall ensure continuity and stability of the audit team deployed for the engagement. Any change or replacement of any member of the audit team, as proposed in the bid, shall be minimized, and undertaken only with prior approval of RIIMPL.

In the event of any change in audit personnel:

19.1.1 The Internal Auditor shall ensure that the replacement personnel possess equivalent or higher qualifications, relevant experience, and domain expertise as the personnel being replaced.

19.1.2 The Internal Auditor shall submit the curriculum vitae (CV) (as per Annexure 4) of the proposed replacement personnel to RIIMPL and obtain prior written approval before deployment.

19.1.3 The replacement personnel shall be deployed within 7 (seven) working days from the date of such change.

19.1.4 In case the Internal Auditor fails to deploy a suitable replacement with equivalent or higher competency within the stipulated period of 7 (seven) working days, a penalty of 0.5% of the applicable audit fee shall be levied for each day of delay commencing from the eighth day of non-deployment, subject to a maximum of 5% of the applicable audit fee for such instance.

19.1.5 RIIMPL reserves the right to reject any proposed replacement personnel found unsuitable. In such cases, the Internal Auditor shall propose a suitable alternative within a reasonable time as directed by RIIMPL.

20. Timelines & Payment Schedule:

Payment shall be milestone linked and shall be made only post submission of invoice as per following milestones:

S. No	Milestone	Timelines	Payment
1	Red Flag/ Critical issues report	Immediately on notice	-
2	Draft Report	Within 15 days after completion of the quarter/Half Yearly for audit of HQ and within 7 days after completion of site visit for toll plaza audit.	50% of the Audit fees on submission of draft report.
3	Final Report	Within 1 week post receipt of comments. Comments to be submitted within 15 days after receipt of draft report.	50% of the Audit fees on submission of final report

21. Documents to be submitted along with the Technical bids.

21.1 Power of attorney and an authorization letter as per **Annexure 7** & **Annexure 6** respectively from Partner/ Board / Managing Committee of the Bidder entity should be provided for authentication of the authorized signatory signing the bid document.

21.2 Technical bid in the form provided in the RFP duly signed by the authorized representative of the bidder on all pages.

21.3 Detailed CV of the personnel of Proposed Team certified by Authorized Signatory of the Bidder.

21.4 Documents in support of the claims of bidder regarding eligibility/ experience duly signed by the authorized representative of the bidder on all pages.

21.5 Certified copies of completion certificate issued by client or any other documentary proof (signed by Statutory Auditor / Chartered Accountant) of completion to be provided.

21.6 Undertaking in the format provided in the RFP duly signed by the authorized representative of the bidder on all pages.

21.7 The Bidder shall submit a duly filled and signed Technical Bid Submission Checklist as per **Annexure 8** along with the Technical Bid, indicating the documents submitted and corresponding page number(s).

21.8 Escalation Matrix as per **Annexure 10** duly completed and signed by the authorized signatory.

22. Financial Bids / Fees

22.1 The Bidder is required to submit financial proposal as per **Annexure 2 – Form of Financial Proposal**.

22.2 The fee quoted should be unconditional.

22.3 Letter of Award (LoA) shall be issued from the respective entity to the H1 Bidder and the respective entity shall pay the Internal Auditor(s) the fees as per the Financial Proposal of the Bidder, as sole compensation for the performance of the Services.

22.4 The fees shall be payable as per payment schedule after submission of appropriate tax invoice.

22.5 Reasonable and necessary expenses related to site inspection (Air fare of economic class, boarding (Rs 5000 per day maximum) & lodging (Rs 1000 per day maximum) etc.) pre-approved by RIIMPL or any other out-of-pocket expense shall be borne by Auditee. The expenses shall be reimbursed on actuals by Auditee after due verification of the supporting documentation.

23. Post-Evaluation and Award Procedure

23.1 RIIMPL shall issue a Letter of Award ("LoA") to the successful bidder (H1 bidder) within a reasonable period after completion of the evaluation process and approval by the competent authority.

23.2 The successful bidder shall acknowledge and accept the LoA in writing within 7 (seven) days from the date of issuance of the LoA.

23.3 The successful bidder shall execute the contract/agreement with RIIMPL within 15 (Fifteen) days from the date of issuance of the LoA or such extended period as may be permitted by RIIMPL.

24. Failure of Successful Bidder and Award to Next Ranked Bidder

24.1 In the event that the successful bidder (H1) fails to acknowledge the Letter of Award (LoA), execute the contract within the stipulated timelines, withdraws or modifies its bid after award, or otherwise fails to comply with the requirements of the award process, RIIMPL may cancel the award without any further notice.

24.2 Upon such cancellation, RIIMPL reserves the right, at its sole discretion, to invite the next highest ranked technically qualified bidder (H2), and thereafter H3 and so on, to accept the award at the financial terms quoted by the H1 bidder and on the same terms and conditions of the RFP.

24.3 Upon acceptance by such bidder and fulfillment of all pre-award requirements, RIIMPL may issue the Letter of Award and proceed with execution of the contract. RIIMPL's decision in this regard shall be final and binding on all bidders.

25. Dispute Resolution

25.1 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 RIIMPL 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.

25.2 RIIMPL may terminate the engagement at any time in case of non-performance, breach of terms, conflict of interest, or unsatisfactory quality of services, by giving written notice.

25.3 The Internal Auditor(s) shall indemnify and hold harmless RIIMPL, RIIT and associated entities against any losses, damages, liabilities, or claims arising out of negligence, misconduct, or breach of obligations under this engagement.

26. RIIMPL may, at its sole discretion and at any time, terminate the Contract with the successful bidder/ firm by giving a month’s notice, and inform the firm of Company’s decision by written instructions to that effect. Termination could also take place on such breaches as may be specified in the Contract. In the event of the Contract being so terminated, the firm shall take such steps as are necessary to bring the Services to an end, in a cost effective, timely and orderly manner, without making any claim of whatsoever nature, against RIIMPL or any of its officers, employees, directors etc.

Section 3: - Scope of work

1. The proposed objective is to provide the management of RIIMPL with
   (a) Observations, gap assessment, remediation, and corrective action plan for the review of the processes as defined in the scope of coverage section.
   (b) Carrying out follow-up audit of previous audit observations

2. The Internal Auditor(s) shall functionally report to the Audit Committee/Board of Directors of RIIMPL / R1PPL, as applicable, and administratively to the management. Critical observations and high-risk issues shall be escalated immediately.
3. The Internal Auditor(s) shall perform the engagement in accordance with the Standards on Internal Audit (SIA) issued by ICAI, as stated in this RFP, and adopt a Risk-Based Internal Audit (RBIA) approach.

   The work of internal audit includes:

   a) Planning of audit and development of risk-based audit plan
   b) Identification and assessment of key operational, financial, regulatory and fraud risks
   c) Evaluation of adequacy and effectiveness of internal controls
   d) Review of governance processes including oversight functions
   e) Development of audit observations with actionable recommendations
   f) Continuous monitoring and follow-up of audit observations
   g) Monitoring and reporting status of implementation of audit observations and highlighting delays or non-compliance to management.
4. The Internal Auditor shall periodically review the status of implementation of audit observations and provide a summary of open issues and delays in corrective actions to Management.

5. Scope of coverage

The Internal Auditor(s) will be required to carry out internal audit which could include the following assessment parameters. These are expected to be covered through an information review, management meetings with the projects and site assessments.

Sr. No.	Process areas	Sub-process areas	RIIMPL	R1PPL	RIIT
1	Toll and other routine operations	Reconciliation of revenue (Including RFID) as per system and amount deposited	✗	✓	✗
		Review the status of claims filed with NHAI	✗	✓	✗

Sr. No.	Process areas	Sub-process areas	RIIMPL	R1PPL	RIIT
		Review of incidents including toll exemptions, Overweight penalties, violations/ Run through and toll revenue leakages	×	✓	×
		Verification of various registers, smart cards, physical security and various other aspects that are typically peculiar to toll plaza functioning	×	✓	×
		Shift beginning and shift closure process	×	✓	×
		AVC accuracy and compliance with SLA terms with vendor	×	✓	×
		Review the process with transaction walkthrough of toll collection system being used and usage of handheld devices/ RFID reader.	×	✓	×
		Review the process for revenue reconciliation between Toll Management System (TMS) (Daily Information Report) and Transaction Reconciliation and Settlement report (TRS)	×	✓	×
		Issue of Local/ Monthly pass and compliance with the defined process.	×	✓	×
		Annual Toll Pass usage and reconciliation with charge back reconciliation.	×	✓	×
		Monthly/Quarterly compliances in terms of the CA	×	✓	×
2	Operation and Maintenance Review	Review the process for operation & Maintenance in compliance with the Concession Agreement and Transaction Support Agreement, for the following scope areas at asset level, • Review the process for periodic maintenance (Major Maintenance) including • Maintenance Plan preparation and approval, • Execution of Maintenance Activities, • Process for compliance and issuance of Action Taken Report	×	✓	×
		Review process for Emergency/ Incident Management	×	✓	×
		Review process for incident reporting and Monthly Progress Report to NHAI as per CA.	×	✓	×
		Review process for Route patrolling including maintenance of vehicle log- book, Safety & Accidents reports and records as against the Incident Management System.	×	✓	×
		Review process for periodic assessment of signages across the toll road,	×	✓	×

Sr. No.	Process areas	Sub-process areas	RIIMPL	R1PPL	RIIT
		Process for preparation of MIS reports and circulation of the same.	×	✓	×
		Traffic data monitoring process	×	✓	×
		Process for Review and reporting of Encroachments	×	✓	×
		Process for preparation of safety related documents such as Safety audits, accident reports etc.	×	✓	×
		Process for tracking Road furniture and assets across the stretch	×	✓	×
		Review process of O&M activities and compliance including maintenance program (median & avenue plantation, grass cutting, highway & ROW cleaning, watering, signages etc.)	×	✓	×
		Review the process for maintaining highway street lighting as per contractual process.	×	✓	×
		Review the process for invoice certification at site, with review of invoices along with supporting documents (compliance to order terms, verification of certified measurements, price escalation, material reconciliation, diesel reconciliation etc.)	×	✓	×
3	Finance & Accounts	Review of Finance and Accounts with sample review of the following key processes, • Annual budgeting, periodic tracking and reporting, • Process for Cash and Bank Management • Process for Opening and closure of GL's • Process for Book Closure, • Provisioning	✓	✓	✓
		Review of Accounts Payable viz, • Advance approval and payment, • Invoice approval process by the user department, • Review of invoice receipt, invoice review and payment, • Employees reimbursement, • Payment Recording.	✓	✓	✓
		Review of Intercompany transactions	✓	✓	✓
		Managing access rights to accounting system and maintenance of audit trail.	✓	✓	✓
		Advances paid and recovered/ adjusted from the contractors/suppliers/ consultants etc	✓	✓	✓
		Details of BGs, verification of BGS, maintenance of BG records. Process for renewal in time, process for return of BGs.	✓	✓	✓

Sr. No.	Process areas	Sub-process areas	RIIMPL	R1PPL	RIIT
		Assets procurement, installation, capitalization, depreciation & sale,	✓	✓	✓
		Fixed Assets Register, accounting sale of Fixed Assets and process for physical verification.	✓	✓	✓
		Accounts receivables.	✓	✓	✓
		Process for managing short term investment (FD, MF etc) as per guidelines/ rules approvals	✓	✓	✓
		Loan and borrowing management process • Timely repayment of loan and interest. • Adherence to loan covenants • Review of accounting entries in relation to the Same.	✓	✓	✓
4	Reconciliation Statements	Revenue reconciliation	✓	✓	✓
		Form 26AS Reconciliation	✓	✓	✓
		Term loan Reconciliation	✗	✓	✓
		Bank reconciliation statement	✓	✓	✓
		GST reconciliation (Book balance vs Electronic credit ledger)	✓	✓	✓
5	Statutory Compliances	Provident fund (including contractor's employees)	✓	✓	✗
		Professional tax, ESIC (Wherever applicable)	✓	✓	✗
		TDS/TCS	✓	✓	✓
		Goods & Service Tax (Returns and GST sales invoices)	✓	✓	✓
		Demand Notices from Government authorities (GST/ IT notices Etc.)	✓	✓	✓
6	Procurement – work orders & amendments	Selection of Vendor (Review Of quotations & Comparative statement)	✓	✓	✓
		Evaluation Of the vendor(s)	✓	✓	✓
		Approval of The Negotiation Committee and High-power committee (If applicable)	✓	✓	✓
		Verification of performance BGs and Advance BGs.	✗	✓	✓
7	Fixed assets and capex	Physical verification (50% of asset size)	✓	✓	✗
		Review of fixed assets register (addition & deletions)	✓	✓	✗
		Review of depreciation workings	✓	✓	✗

Sr. No.	Process areas	Sub-process areas	RIIMPL	R1PPL	RIIT
		Identification of idle assets	✓	✓	✗
		Fixed assets transfers between SPVs, if any (documentation and approval)	✓	✓	✗
		Review of disposal of assets	✓	✓	✗
8	Insurance	Adequate insurance coverage	✗	✓	✗
		Validity of all the required insurance policies	✗	✓	✗
		Claim submission, receipt and details of pending claims with ageing analysis.	✗	✓	✗
9	Contract staff	Review of recruitment process	✓	✓	✗
		Process of staff allocation plans and rotation	✓	✓	✗
		Review of documents provided by the contractors (attendance register, PF, ESIC etc.)	✓	✓	✗
		Review of adherence to contractual terms by contractor staff	✓	✓	✗
10	Contractor related compliances	Labour license along with workmen compensation policy	✓	✓	✗
		Review of adherence to contractual terms by contractors (BG, Penalty clause etc.).	✓	✓	✗
		Verify whether the SPV obtained certification from the contractors on statutory compliances	✗	✓	✗
		Ambulance related compliance (Adherence to National Ambulance Code)	✗	✓	✗
11	COS and utility shifting	Verification of invoices raised by contractors	✗	✓	✗
12	Related Party Transactions	Review of all Related Party Transactions (RPTs) at arm's length price	✓	✓	✓
		Approvals of Board of Directors and audit committee for all RPTs	✓	✓	✓
13	General safety coverage	General road safety	✗	✓	✗
		Videos showing any irregularities	✗	✓	✗
14	Correspondence with NHAI	Claims from NHAI	✗	✓	✗
		Penalties/NCR raised by NHAI	✗	✓	✗

Sr. No.	Process areas	Sub-process areas	RIIMPL	R1PPL	RIIT
15	EHS&S Policy	Verification and reporting on the compliance on various SOPs adopted by the company	✗	✓	✗
16	Other process areas	Any other process areas that may be decided by RIIMPL	✓	✓	✓

6. The Internal Auditor shall provide value-added recommendations to improve operational efficiency, revenue assurance, cost optimization, and governance practices across the organization.

7. **Concession Agreement Compliance Audit**:

   Internal Auditor(s) shall review compliance with concession agreements including:

   - Revenue share obligations
   - Performance KPIs
   - Penalty triggers
   - O&M obligations

8. **Accountability**:

13.1 The Internal Auditor(s) shall:

- Conduct entry meetings with management
- Conduct exit meetings to discuss audit observations.

13.2 The Internal Auditor(s) shall perform the audit in accordance with applicable professional standards and exercise due professional care and diligence. In case of proven material negligence resulting in failure to report significant revenue leakages or critical audit observations, RIIMPL reserves the right to impose appropriate penalties, subject to materiality thresholds and internal review, including up to **5%** of the annual audit fee.

Annexure 1: - Form of Technical Proposal

(On the letter head of the bidder)

Section A: General Information

(i) Profile of the organization with full particulars of the constitution, ownership, and business activities of the prospective Internal Auditor(s).

(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

No.	Description	Max Points	Criteria
1	Experience in Road Sector	**40**	Experience in conducting internal audit for Road projects (comprising at least one toll in each road stretch) of value at least INR 100 crore (capital expenditure to be considered in case of no turnover) for Govt./ PSU/ Private clients since 01.04.2020. For each completed National Highway project (comprising of at least one toll in each road stretch), marks awarded – **2.5 marks (max 40 marks)** *Certified copies of completion certificate issued by client or any other documentary proof (signed by Statutory Auditor / Chartered Accountant) of completion to be provided*
2	Team Strength and Experience	**60**	Certification of the Authorized Signatory to be provided as proof of Team Strength and Experience
2.1	Team Leader	40	a) Relevant years of experience i) Experience of more than 12 years but less than 15 years - **10 marks** ii) Experience of more than 15 years but less than 20 years - **15 marks** iii) Experience of above 20 years - 20 **marks** b) Experience in similar assignment i) Experience in internal audit of Road infrastructure (comprising of at least one

			toll in each road stretch) – **4 mark per project (max 20 marks)** *(Relevant years of experience and a brief description to be provided)*
2.2	Team member	20	**3 marks** each for one such personnel on rolls/ partner of the Bidder with minimum 4 years relevant experience. Atleast one such person should have **DISA Qualification of ICAI (one additional marks for DISA qualification)**. Further, atleast one professional should be Civil Engineer of more than 5 years requisite experience. (Not necessarily on roll of the firm). (Relevant years of experience and a brief description to be provided) **(max 20 marks)**

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 RIIMPL, RIIMPL's decision shall prevail.

Name & Signature of Bidder's Authorized Signatory

Date:

Annexure 2: - Form of Financial Proposal

(On the letter head of the bidder)

Financial Proposal

From (Name & Address of the bidder)

To

The CFO,

Raajmarg Infra Investment Managers Private Limited,

G 5 & 6, Sector 10, Dwarka, New Delhi

Sub: Request for Proposal ("RFP") issued by Raajmarg Infra Investment Managers Private Limited for appointment of Internal Auditor(s)

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

S. No	Item		Professional Fee (in INR)
1.	Fees to be charged (per toll plaza*), to be audited twice a year as per given scope of work. (rate per Audit per plaza)	**(a)**	
2.	Fees per quarterly audit to RIIMPL as per section 2 (sub-section 17.8) as per given scope of work	**(b)**	
3.	Fees per quarterly audit to R1PPL as per section 2 (sub-section 17.8) as per given scope of work	**(c)**	
4.	Fees per half-yearly audit of RIIT as per section 2 (sub-section 17.8) and per given scope of work	**(d)**	
	Total Annual Fee**	**(a)*7*2 + (b)*4+ (c)*4+ (d)*2**	

*Mentioned in Section 2 (sub-section 1.4) & includes the service rendered as mentioned in Section 2(sub-section 17.8) and as per given scope of work.

** For determining the total fee for the internal audit per year, fee per entity/ toll plaza per audit shall be multiplied by number of audits in a year and number of toll plazas. However, payment will be made on the basis of the actual audit of the toll plazas/ entities.

- **Price Quoted should be inclusive of all taxes/duties except GST.**

Name & Signature of Bidder's Authorized Signatory

Date:

Notes for the bidder

- Minimum amount of fee to be quoted is Re.1/-
- The fee quoted should be limited to 2 (two) decimal points and shall remain FIRM for the first year.
- The fee quoted by the bidder should be inclusive of all charges except applicable GST, which shall be paid extra as applicable. Taxes should be indicated separately while raising the bills for payment of fee. However, travelling, and other out of pocket expenses for audit of toll plazas shall be paid extra as provided in the RFP
- The fee will be payable in Indian Rupees as per payment terms mentioned in the RFP. Withholding taxes, as applicable, will be deducted at the time of making payment.
- The professional fee shall remain fixed for the first year of engagement and shall thereafter be escalated by 5% per annum on the base fee. Accordingly, the fee for the second year shall be 105% of the base fee and the fee for the third year (if contract period gets extended) shall be 110% of the base fee.

Annexure 3: - Undertaking

(On the letter head of the bidder)

To be provided with the technical bid

We undertake that: -

1. The proposal submitted hereunder shall remain valid for a period of at least 120 days from the last date for submission of proposal.
2. No other fees/ cost/ expenses/taxes/levies shall be payable by RIIMPL / InvIT or any of its associated entity for the services rendered by Internal Auditor(s) except as mentioned in Financial Proposal.
3. The Bidder has not been banned/ blacklisted/ de-listed/ disqualified/ debarred by any organization/ government agency/ quasi-government agency/ PSU to participate in their tenders for empanelment. We further certify that there is no investigation pending against us or the CMD/CEO/Directors of our Company and no action has been initiated against us/ our Directors by CVC/ RBI or any other government/ statutory agency with regard to any financial irregularities.
4. The Bidder does not have any conflict of interest which is prejudicial to the scope of work. Further, the bidder will ensure that no such business or professional activities will be carried out by it, which may affect the interest of RIIMPL.
5. The bidder has adequate infrastructure, personnel, and resources to carry out the required Services and are eligible for acting as Internal Auditor(s). The Bidder has understood the scope of work properly and shall comply with the terms of engagement.
6. No bankruptcy/ liquidation proceedings have been initiated against the Bidder by any entity/ government agency/ quasi-government agency/ PSU/ MNC/ Corporate entity and there is no material case/ proceeding against the Bidder/ its Directors that is likely to have significant impact on its business as Internal Auditor(s) or on its deliverables pursuant to this bid/ RFP.
7. All the information submitted as part of the Bid is true and correct.

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 RIIMPL, the RIIMPL's decision shall prevail.

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

Date:

Annexure 4: - CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	Insert Country of Citizenship

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

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

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of ……, advisor/consultant to…		

Membership in Professional Associations and Publications:

Insert Details

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

Insert Language Skills

Adequacy for the Assignment:

Name of project	
Name, Address and phone/email of client	
Position Held	
Brief of activities undertaken	

Expert's contact information: (e-mail Insert Email address phone Insert Phone Number

Certification:

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

Name of Expert:

Signature: ______________________________

Date: {day/month/year}

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

Signature______________________________

Date: {day/month/year}

Annexure 5: - PRE-BID QUERY FORMAT

(To be provided strictly in Excel format)

Sl. No	RFP Page No	RFP Clause No.	Existing Clause	Query/Suggestions

Dated this .... day of 20

____

(Signature)

(Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

____

Seal of the company.

Annexure 6: - Declaration of Authorised Signatory of Bidder

(To be submitted on Bidder's letter head)

To,

The CFP

Raajmarg Infra Investment Managers Private Limited (RIIMPL)

Plot Nos. G-5 & 6, Sector-10, Dwarka

New Delhi – 110075

Subject: Declaration by Authorised Signatory

Ref: Name of Tender and RFP No.

I/We hereby certify that all the information and data furnished by me/us with regard to the above Tender Specification are true and complete to the best of my/our knowledge. I/We have gone through the specifications, condition, stipulations and other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I/We further certify that Signatory person is authorised to represent on behalf of my/our firm/company for the above-mentioned tender and a valid Power of Attorney/Authorization letter to this effect is also enclosed.

Date: [Signature]

Place: (Name of Authorised Signatory)

Designation

[Company Seal]

Annexure 7: - POWER OF ATTORNEY

Know all men by these presents, we, ______________________ (Name of the Company/Firm), having our registered office at __________________________, do hereby constitute, appoint, and authorize Mr./Ms. ______________________ (Name & Designation), as our true and lawful attorney to do the following acts:

1. To sign, submit, and execute the bid and all related documents in connection with the RFP issued by RIIMPL.
2. To attend pre-bid meetings, submit clarifications, and respond to queries.
3. To negotiate and finalize terms, if required.
4. To sign agreements, contracts, undertakings, and any other documents on behalf of the company.

We hereby agree and confirm that all acts, deeds, and things done by the said authorised representative shall be binding on us as if done by us directly.

This Power of Attorney shall remain valid for the entire bidding process and contract period.

Specimen Signature of Authorised Representative

Signature: __________________

Attestation

Signed and executed on this ___ day of ______ 20__

For and on behalf of (Name of the Company/Firm)

Authorised Signatory Name: Designation: Seal

Witnesses

1. Name & Address: __________________

2. Name & Address: __________________

Annexure 8: - Technical Submission Checklist

S. No.	Document Particulars	Submitted (Yes/No)	Page No.(s)
1	Power of Attorney in favour of Authorized Signatory (Annexure 7)		
2	Declaration/Authorization Letter of Authorized Signatory (Annexure 6)		
3	Technical Proposal in the prescribed format (Annexure 1), duly signed		
5	Certified Financial Statements and/or Turnover Certificate from Statutory Auditor/CA evidencing the turnover requirement under Clause 13.1		
6	Documents supporting eligibility under Clause 13.2 (contracts of Projects having turnover of Rs 500 Cr (capital expenditure to be considered in case no turnover) of road sector.		
7	Documents supporting eligibility under Clause 13.3 (Completion of at least 10 similar assignments since 01.04.2020)		
8	Completion Certificates/Work Order issued by clients for claimed assignments		
9	Alternative documentary proof certified by Statutory Auditor/CA, wherever applicable		
10	Details of Road/Highway/Expressway Internal Audit assignments claimed for evaluation		
11	CV of Team Leader as per Annexure 4		
12	CVs of Proposed Team Members as per Annexure 4		
13	Details of Team Strength and Experience certified by Authorized Signatory		
14	Documentary evidence supporting Team Leader's experience		
15	Documentary evidence supporting Team Members' experience		
16	Undertaking as per Annexure 3, duly signed		
17	Details of any commitments/conflicts of interest, if applicable		
18	Escalation Matrix as per Annexure 10		

S. No.	Document Particulars	Submitted (Yes/No)	Page No.(s)
19	All supporting documents relied upon for Technical Evaluation Criteria		
20	Any other document submitted with the Technical Bid		

Certification by Bidder

I/We certify that all documents listed above have been included in Envelope-I (Technical Bid) and the page numbers indicated above correctly correspond to the enclosed documents.

Authorized Signatory: ____________________

Name of Bidder: ____________________

Date: ____________________

Seal: ____________________

Annexure 9: - Non-Disclosure Agreement

(To be signed by Successful bidder(s))

THIS RECIPROCAL NON-DISCLOSURE AGREEMENT (the “Agreement”) is made at New Delhi between:

___________________________________ constituted under the __________ Act, ______ having its Corporate Centre at ___________________________ __________________________________ (hereinafter referred to as “RIIMPL” which expression includes its successors and assigns) of the ONE PART;

And

_____________________________________ (hereinafter referred to as “_______________” which expression shall unless repugnant to the subject or context thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

And Whereas

1. ____ is carrying on business of providing __________________________________, has agreed to ___________________________ for the RIIMPL and other related tasks.

2. For purposes of advancing their business relationship, the parties would need to disclose certain valuable confidential information to each other. Therefore, in consideration of covenants and agreements contained herein for the mutual disclosure of confidential information to each other, and intending to be legally bound, the parties agree to terms and conditions as set out hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS UNDER

1. **Confidential Information and Confidential Materials:**

(a) “Confidential Information” means non-public information that Disclosing Party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. “Confidential Information” includes, without limitation, information relating to installed or purchased Disclosing Party software or hardware products, the information relating to general architecture of Disclosing Party’s network, information relating to nature and content of data stored within network or in any other storage media, Disclosing Party’s business policies, practices, methodology, policy design delivery, and information received from others that Disclosing Party is obligated to treat as confidential. Confidential Information disclosed to Receiving Party by any Disclosing Party Subsidiary and/ or agents is covered by this agreement

(b) Confidential Information shall not include any information that: (i) is or subsequently becomes publicly available without Receiving Party’s breach of any obligation owed to

Disclosing party; (ii) becomes known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; or (iv) is independently developed by Receiving Party.

(c) "Confidential Materials" shall mean all tangible materials containing Confidential Information, including without limitation written or printed documents and computer disks or tapes, whether machine or user readable.

2. **Restrictions**

(a) Each party shall treat as confidential the Contract and any and all information ("confidential information") obtained from the other pursuant to the Contract and shall not divulge such information to any person (except to such party's own employees and other persons and then only to those employees and persons who need to know the same) without the other party's written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Contract, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Receiving Party will have executed or shall execute appropriate written agreements with its employees and consultants specifically assigned and/or otherwise, sufficient to enable it to comply with all the provisions of this Agreement.

(b) Receiving Party may disclose Confidential Information in accordance with judicial or other governmental order to the intended recipients (as detailed in this clause), provided Receiving Party shall give Disclosing Party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The intended recipients for this purpose are:

(1) the statutory auditors of the RIIMPL and

(2) regulatory authorities regulating the affairs of the RIIMPL and inspectors and supervisory bodies thereof

(c) The foregoing obligations as to confidentiality shall survive any termination of this Agreement

(d) Confidential Information and Confidential Material may be disclosed, reproduced, summarized or distributed only in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder. Receiving Party agrees to segregate all such Confidential Material from the confidential material of others in order to prevent mixing.

(e) Receiving Party may not reverse engineer, decompile or disassemble any software disclosed to Receiving Party.

3. **Rights and Remedies**

(a) Receiving Party shall notify Disclosing Party immediately upon discovery of any unauthorized used or disclosure of Confidential Information and/ or Confidential Materials, or any other breach of this Agreement by Receiving Party, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and/ or Confidential Materials and prevent its further unauthorized use.

(b) Receiving Party shall return all originals, copies, reproductions and summaries of Confidential Information or Confidential Materials at Disclosing Party's request, or at Disclosing Party's option, certify destruction of the same.

(c) Receiving Party acknowledges that monetary damages may not be the only and / or a sufficient remedy for unauthorized disclosure of Confidential Information and that disclosing party shall be entitled, without waiving any other rights or remedies (as listed below), to injunctive or equitable relief as may be deemed proper by a Court of competent jurisdiction.

a. Suspension of access privileges

b. Change of personnel assigned to the job

c. Financial liability for actual, consequential or incidental damages

d. Termination of contract

(d) Disclosing Party may visit Receiving Party's premises, with reasonable prior notice and during normal business hours, to review Receiving Party's compliance with the term of this Agreement.

4. **Miscellaneous**

(a) All Confidential Information and Confidential Materials are and shall remain the property of Disclosing Party. By disclosing information to Receiving Party, Disclosing Party does not grant any expressed or implied right to Receiving Party to disclose information under the Disclosing Party patents, copyrights, trademarks, or trade secret information.

(b) Any document provided under this Agreement is provided with RESTRICTED RIGHTS.

(c) Neither party grants to the other party any license, by implication or otherwise, to use the Confidential Information, other than for the limited purpose of evaluating or advancing a business relationship between the parties, or any license rights whatsoever in any patent, copyright or other intellectual property rights pertaining to the Confidential Information.

(d) The terms of Confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire product without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by person who has had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, the foregoing shall not be deemed to grant to either party a license under the other party's copyrights or patents.

(e) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequently to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, its agents, or employees, except by an instrument in writing signed by an authorized officer of Disclosing Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

(f) In case of any dispute, which cannot be amicably settled between the parties, shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any Amendments or Reenactments thereto through a panel of three arbitrators, with each of RIIMPL 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 said proceedings shall be conducted in English language at New Delhi.

(g) Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and assigns.

(h) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

(i) All obligations created by this Agreement shall survive change or termination of the parties' business relationship.

5. **Suggestions and Feedback**

(a) Either party from time to time may provide suggestions, comments or other feedback to the other party with respect to Confidential Information provided originally by the other party (hereinafter "feedback"). Both party agree that all Feedback is and shall be entirely voluntary and shall not in absence of separate agreement, create any confidentially obligation for the receiving party. However, the Receiving Party shall not disclose the source of any feedback without the providing party's consent. Feedback shall be clearly designated as such and, except as otherwise provided herein, each party shall be free to disclose and use such Feedback as it sees fit, entirely without obligation of any kind to other party. The foregoing shall not, however, affect either party's obligations hereunder with respect to Confidential Information of other party.

Dated this __________ day of (month) _________ at (place) __________

For and on behalf of ___________________________

Name		
Designation		
Place		
Signature		

For and on behalf of ______________________________

Name		
Designation		
Place		
Signature		

Annexure 10: - ESCALATION MATRIX

Bidder is required to share the Escalation Matrix on company's letter head.

Level	Name	Designation	Mobile # and Email Id
L1			
L2			
L3			
CEO/CFO/Head of Organization			

Dated this .... day of 2026

(Signature) (Name)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of

Seal of the company.