

Indian Highways Management Company Limited (IHMCL)

*2<sup>nd</sup> Floor, MTNL Building, Sector 19, Dwarka,*

*New Delhi-110075*

***“24x7 Helpline (Call Centre) for Road Users on National Highways”.***

**Ref: No. IHMCL/Helpline/2014**

***November, 2014***

**REQUEST FOR PROPOSAL (RFP)**

***November, 2014***

Indian Highways Management Co. Ltd.

**NOTICE INVITING TENDER**

Bids are invited for the below mentioned work by Indian Highways Management Company Limited (IHMCL) from eligible bidders:

Name of the Work	EMD/ Bid Security	Document Fee(non refundable)	Contract period	Closing date and time
Engagement of Agencies for <b><i>“24x7 Helpline (Call Centre) for Road Users on National Highways”</i></b> .	INR. 10,000,00/- (Indian Rupees Ten Lakhs only)	INR.10000/- (Indian Rupees Ten thousand only)	5 Years	<b>Up to 1600 Hrs. (IST) on 08.12.2014</b>

The RFP document may be downloaded from the NHAI/MoRTH's website indicated below. The Bids shall be liable for summary rejection unless accompanied by the requisite EMD and bid document fee as indicated above. IHMCL shall not be responsible for any postal delay. Bids submitted after the closing date/time shall be summarily rejected.

Indian Highways Management Co. Ltd. reserves the right to accept or reject any or all bids without thereby incurring any financial or other liability to the affected bidders.

Address for communication and for bid submission:

**CEO**

**Indian Highways Management Co. Ltd. (IHMCL)**

**2<sup>nd</sup> Floor, MTNL Building,**

**Sector 19, Dwarka**

**New Delhi 110 075**

**Phone: +91-11-25074100 Ext.1409**

**Email: [palekar@nhai.org](mailto:palekar@nhai.org)**

**Website: [www.ihmcl.com](http://www.ihmcl.com)**

### **Disclaimer**

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

This RFP document is not an agreement and is neither an offer nor invitation by IHMCL to the prospective Bidders or any other person. The purpose of this RFP document is to provide interested parties with information that may be useful to them in making their technical/ financial offers [“Bid(s)”] pursuant to this RFP document. This RFP document includes statements, which reflect various assumptions and assessments made by IHMCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for IHMCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigation and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document and obtain independent advice from appropriate sources.

Information provided in this RFP document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IHMCL accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.

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

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

The issue of this RFP document does not imply that IHMCL is bound to select a Bidder or to appoint the Successful Bidder for the Project and IHMCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

## Table of Contents

<b>PART – I</b> .....	<b>8</b>
<b>SECTION - I</b> .....	<b>8</b>
Definitions .....	8
<b>SECTION II</b> .....	<b>10</b>
.....	10
<b>SCHEDULE OF IMPORTANT EVENTS / ACTIVITIES</b> .....	<b>10</b>
<b>SECTION III</b> .....	<b>11</b>
<b>INFORMATION TO BIDDERS</b> .....	<b>11</b>
1. BACKGROUND AND REQUIREMENTS.....	11
2. ACCESSING THE RFP DOCUMENT: .....	11
3. ELIGIBILITY CRITERIA:.....	11
4. CONFLICT OF INTEREST .....	14
5. COST OF RFP DOCUMENT AND BID SECURITY .....	16
6.FORFEITURE OF BID SECURITY (EMD) .....	16
7. LAST DATE FOR SUBMISSION OF BIDS .....	17
8. COST OF BIDDING .....	17
9. LANGUAGE OF THE BIDS .....	17
10. CLARIFICATION REGARDING RFP DOCUMENT .....	18
11. PRE-BID MEETING .....	18
12. AMENDMENT OF RFP DOCUMENT .....	19
13. BIDDING PROCESS.....	19
13.1. GENERAL.....	19
13.2. CONTENT OF BIDDING DOCUMENTS .....	20
13.3. PREPARATION AND SUBMISSION OF BID:.....	20
14. CURRENCIES OF BID AND PAYMENT .....	20
15. BID VALIDITY .....	20
16. MODIFICATION / WITHDRAWAL OF BIDS: .....	21
17. INVALID OFFERS.....	21
18. PROCESS TO BE CONFIDENTIAL .....	21

19. OPENING AND EXAMINATION OF BIDS.....	21
20. EVALUATION PROCESS.....	22
21. AWARD OF CONTRACT.....	22
22. NOTIFICATION OF AWARD AND SIGNING OF CONTRACT .....	22
23. PERFORMANCE SECURITY .....	23
24. ADVANCE PAYMENTS.....	23
25. DISQUALIFICATION .....	24
26. IHMCL’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS.....	24
27. CORRESPONDENCE WITH THE APPLICANT.....	24
28. INDEMNITY .....	24
29. PROPRIETARY DATA .....	25
30. CORRUPT OR FRAUDULENT PRACTICES.....	25
31. MISCELLANEOUS.....	26
<b>ATTACHMENT I TO SECTION III.....</b>	<b>28</b>
<b>ATTACHMENT II to SECTION III .....</b>	<b>30</b>
<b>1.ACCESSING OF RFP DOCUMENT:.....</b>	<b>30</b>
<b>2.CONTENT OF BIDDING DOCUMENTS .....</b>	<b>30</b>
<b>3. PREPARATION &amp; SUBMISSION OF BIDS:.....</b>	<b>30</b>
.....	32
<b>4. MODIFICATION /SUBSTITUTION/ WITHDRAWAL OF BIDS: .....</b>	<b>32</b>
<b>5 BID EVALUATION.....</b>	<b>32</b>
<b>SECTION IV – Terms of Reference .....</b>	<b>35</b>
<b>1.BACKGROUND AND REQUIREMENT .....</b>	<b>36</b>
<b>2.OBJECTIVE .....</b>	<b>37</b>
<b>3.SCOPE OF WORK .....</b>	<b>38</b>
<b>4.FUNCTIONAL REQUIREMENTS .....</b>	<b>39</b>
<b>5. DELIVERABLES.....</b>	<b>40</b>
<b>SERVICE LEVEL AGREEMENT .....</b>	<b>41</b>
<b>6.SPECIFIC REQUIREMENTS: .....</b>	<b>43</b>
<b>7. PAYMENT TERMS.....</b>	<b>43</b>
<b>8.SCHEDULE FOR START OF CALL CENTRE SERVICES BY THE SERVICE PROVIDER.....</b>	<b>43</b>
<b>9.MEETINGS .....</b>	<b>44</b>
<b>10. REPORTING .....</b>	<b>44</b>
<b>ATTACHMENT TO TOR.....</b>	<b>46</b>
Attachment ‘A’ .....	46
<b>CALL FLOW DIAGRAM (INDICATIVE).....</b>	<b>46</b>

Attachment 'B' .....	47
.....	<b>47</b>
SERVICE LEVEL AGREEMENT .....	47
SLA01 – System uptime (Voice response available to customer) for all calls .....	47
SLA02 – Accessibility of Call Centre for all calls.....	49
SLA 03 - Repeat calls .....	50
SLA 04 – Average Speed to Answer .....	50
<b>PART – II ANNEXES .....</b>	<b>52</b>
<b>ANNEXURE- I .....</b>	<b>53</b>
Form T-1.....	53
Bid Covering Letter .....	53
Form T-2.....	57
Form T-3 .....	59
Form T-4.....	61
Form T-5.....	62
Form T-6.....	64
Form T-7.....	65
<b>ANNEXURE-II .....</b>	<b>66</b>
Format for Earnest Money Bank Guarantee (EMBG) .....	66
Form-F1.....	71
<b>ANNEXURE-III .....</b>	<b>74</b>
Format for submission of PBG.....	74
<b>PART – III .....</b>	<b>77</b>
<b>FORMAT OF CONTRACT AGREEMENT .....</b>	<b>77</b>
<b>SCHEDULE I - GENERAL CONDITIONS OF CONTRACT .....</b>	<b>82</b>
<b>SCHEDULE – II – SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>109</b>

**PART – I**  
**SECTION - I**

**Definitions**

Bid Security	As defined in Section III
Bid(s)	The complete technical/final offer made by a company in pursuance of this RFP document.
Bidder	Companies bidding in the subject tender with intent to provide services to IHMCL under the contract
Bidding Process	The bidding process as laid down in Section III
Bid Due Date	As laid down in 'Schedule of Important events/activities'.
CCA	Call Centre Agents
Conflict of Interest	As defined in Section III
Employer	Indian Highways Management Company Ltd.
Gol	Government of India
LOA	Letter of Award as defined in SECTION III
MoRTH	Ministry of Road Transport & Highways
NHAI	National Highways Authority of India
IHMCL's web site	<a href="http://www.ihmcl.com">http://www.ihmcl.com</a>
PoA	Power of Attorney
Service Provider	Successful bidder selected by IHMCL for execution of service who signs contract agreement with IHMCL
SLA	Service Level Agreement
Standard Contract (SC)	Part – III of RFP which provide the format of contract agreement to be signed between IHMCL and Service Provider
Successful Bidder	As defined in SECTION III
UAN	Universal Access Number

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

## SECTION II

### SCHEDULE OF IMPORTANT EVENTS / ACTIVITIES

Sl. No.	EVENT	DATE (Unless otherwise notified separately)
1.	Last date for submission of queries/ clarifications by the prospective bidders	21.11.2014 (Friday)
2.	Pre-bid Meeting	11:00 Hrs./25.11.2014 (Tuesday)
3.	Last date/time for submission of bids	08.12.2014 (Monday) / 1600 hrs
4.	Opening of bids (Verification of RFP Document Fee & Bid Security and power of attorney followed by opening of Technical bids)	08.12.2014 (Monday) / 1630 Hrs.
5.	Opening of Financial bids	To be intimated to successful pre-qualified bidders

**NOTE:** The above-mentioned schedule of event(s) may be changed, at the discretion of IHMCL, without assigning any reason. Such change of date(s), if any, will be suitably notified only through IHMCL's website [www.ihmcl.com](http://www.ihmcl.com). Interested persons/ Prospective Bidders are advised to periodically monitor the information relating to this tender on the IHMCL's website.

## SECTION III

### INFORMATION TO BIDDERS

#### 1. BACKGROUND AND REQUIREMENTS

- (a) The National Highways Authority of India (NHAI) was constituted by an Act of Parliament, the National Highways Authority of India Act, 1988. It is responsible for the development, maintenance and management of National Highways entrusted to it and or matters connected or incidental thereto.
- (b) IHMCL intends to provide 24x7 Helpline (Call Centre Services) for Road Users on National Highways. The main purpose of such services is to provide assistance/ relief to distressed road users on NHAI's tolled stretches in case of exigencies. A Four-Digit UAN "1033" is to be used for this purpose. The details of work are elaborated in the Terms of Reference attached to this document.
- (c) Bids are invited from eligible bidders engaged in providing Call Centre Services for domestic processes in India.
- (d) The service provider would be expected to provide 24x7 Helpline (Call Centre Services) to IHMCL in accordance to the conditions laid down in this RFP Document.

#### 2. ACCESSING THE RFP DOCUMENT:

Detailed RFP document including bid forms can be viewed / downloaded from IHMCL website <http://www.ihmcl.com>. Further details may be seen on Attachment II to Section III of this document.

#### 3. ELIGIBILITY CRITERIA:

- (a) An applicant (referred to as "Bidder") should be a Company incorporated and registered in India under the Companies Act, 1956 and should have valid Other Service Provider (OSP) registration from Department of Telecommunications (DOT) for Domestic Call Centre.

*Copies of Certificate of incorporation issued by the Registrar of Companies as well as OSP registration issued by DOT shall be submitted.*

- (b) The Bidder should have at least three years' experience of providing Call Centre Service(s) as on the last date of bid submission. In addition, the Call Centre(s) of the bidder should have handled calls from all the four regions of the country i.e. East, West, North and South.

*Duly filled specified format i.e. Form T-3, along with self certified copy of Documentary proof in the form of copy of contract / work order and / or client's testimonials, if any, shall be submitted.*

- (c) The Bidder's *average annual financial turnover* from Call Centre business should be at least Rs.5 (Five) crore during the last three financial years.

*Documentary proof in the form of a certificate from the Company Secretary or statutory auditor/ chartered accountant as per the specified format (Form T-4) shall be submitted to substantiate the requisite financial turnover/net worth of the Company.*

- (d) The Bidder should have a valid ISO certification or should be a SEI CMMI<sup>1</sup> level 3 or above company

*Copies of documents in support of ISO / CMMI certification to be submitted.*

- (e) The Bidder should have carried out at least 2 (Two) case studies on the following;

- I. Multi-channel (voice, SMS, E-mail, Chat etc.) projects for Call Centre(s)

AND

- II. Providing Critical Services<sup>2</sup> / Customer Support / any other Inbound Call Centre Service(s)

OR;

- III. Business Continuity Plan / Disaster Recovery capability for Call Centre(s)

OR;

- IV. High-level architecture, Customer Relationship Management, Automatic Call Distributor, Geographical Information System / Global Positioning System, Voice Over Internet Protocol, PBX, Computer Telephone Integration, Logger, etc.

*Duly filled specified format i.e. Form T-5, along with copy of case study document, if any, shall be submitted.*

**Note:**

<sup>1</sup> Software Engineering Institute, Capability Maturity Model Integration.

<sup>2</sup> Critical Services involving incidents related to Health, Life and Financial risk.

- a. A Bidder declared ineligible by IHMCL or NHAI or Ministry of Road Transport & Highways, Government of India or any other State or Central government agency or Public Sector Undertakings for indulging in corrupt or fraudulent practices shall be ineligible to Bid in this tender.*
- b. A Bidder debarred or declared non-performing by MoRTH or NHAI or IHMCL shall also not be eligible to Bid during the period so determined.*

#### 4. CONFLICT OF INTEREST

- 4.1 A Bidder shall not have a conflict of interest that may affect the bidding process (the ***“Conflict of Interest”***). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, IHMCL shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to IHMCL for, inter alia, the time, cost and effort of IHMCL including consideration of such Bidder’s Bids, without prejudice to any other right or remedy that may be available to IHMCL hereunder or otherwise.
- 4.2 IHMCL requires that the selected bidder provides professional, objective, and impartial advice and at all times hold IHMCL’s interest’s paramount, avoid conflicts with other assignments or its own interests. The selected bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of IHMCL.
- 4.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at *Attachment-I, Section – III*. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:
- (a) a constituent<sup>3</sup> of applicant Bidder is also a constituent of another Bidder; or
  - (b) such Bidder or its associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its associate; or
  - (c) such Bidder has the same legal representative for purposes of this application as any other Bidder; or
  - (d) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about the bids, or if they actually share or access each other’s information regarding the bids or to influence the bid of either or each of the other Bidder; or
  - (e) there is a conflict among this and other assignments of the Bidder (including its personnel and subordinates) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to IHMCL for

<sup>3</sup> For the purpose of this clause the word *“constituent”* shall include Promoter, Director, Shareholder, Agent, Partner, representative etc.

this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- (f) a firm which has been engaged by the IHMCL to provide goods or works or services for a project, and its associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 4.4; conversely, a firm hired to provide services for the preparation or implementation of a project, and its associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (g) the bidder, its associate (or any constituent thereof), and the Consultant, if any, for the Project, have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an bidder, its associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such bidder or associate(s), if any, or its contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such bidder; provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause, indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above. For purposes of this RFP Document, associate means, in relation to the bidder, a person who controls, is controlled by, or is under the common control with such bidder. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

4.4 A bidder eventually appointed to provide services for this Project, and its associates, shall be disqualified from subsequently providing services related to the Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment; provided further that this restriction shall not apply to services performed for IHMCL in continuation of the services hereto or to any subsequent services performed for IHMCL in accordance with the rules of IHMCL. For the avoidance of doubt, an entity affiliated with the bidder shall include a partner in the bidder or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the bidder, as the case may be, and any Associate thereof.

## 5. COST OF RFP DOCUMENT AND BID SECURITY

- (a) Bidder should pay **cost of RFP document** (non-refundable) **Rs.10,000/- (Rupees ten thousand)** only in the form of Demand Draft / Banker's Cheque /Pay order, drawn on a scheduled bank in India and payable to **"Indian Highways Management Company Ltd."** at **New Delhi**.
- (b) The **Bid Security of Rs.10,00,000 (Rupees Ten lakh only)** shall be furnished in the form of Demand Draft/ Banker's Cheque/ Pay order of requisite amount, drawn on a scheduled bank in India and payable to **"Indian Highways Management Company Ltd."** at **New Delhi**. IHMCL shall not pay any interest on the Bid Security deposit.
- (c) Any Bid not accompanied by an acceptable Bid Security and / or cost of RFP document in the prescribed manner shall be summarily rejected.
- (d) The Bid Security of unsuccessful bidders as well as the successful bidder shall be returned without interest normally within 30 days after finalization of the tender process i.e. signing of the contract agreement with the successful bidder. The Bidder should indicate details of their bank account number for crediting the refund of bid security through ECS (RTGS/NEFT). This information should be provided in the technical bid.

## FORFEITURE OF BID SECURITY (EMD)

The Bid Security shall be forfeited as mutually agreed genuine pre-estimated compensation and damages payable to IHMCL for, inter-alia, time, cost and effort of IHMCL without prejudice to any other right or remedy that may be available to IHMCL under the provisions in the RFP and/or under the Contract, or otherwise, under the following circumstances:

- (a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; or
- (b) If the Bid is withdrawn during the intervening period between the last date & time for submission of bids and the expiration of the Validity Period; or
- (c) If the bidder tries to influence the evaluation process; or
- (d) If a Bidder having been notified Successful Bidder by IHMCL with the issuance of LOA during the Validity Period:
  - (i) Fails or refuses to execute/sign the Contract within the stipulated time frame; or
  - (ii) Fails or refuses to furnish the Performance Security, in accordance with the tender conditions.

## 7. LAST DATE FOR SUBMISSION OF BIDS

- (a) Bids, complete in all respects, must be submitted before the Bid Due Date i.e. the last date and time specified in the schedule of events.
- (b) IHMCL may, at its own discretion, extend the last date for submission of bids. In such a case, all the eligibility requirements shall get automatically modified for the extended timeframe.

## 8. COST OF BIDDING

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

## 9. LANGUAGE OF THE BIDS

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

## 10. CLARIFICATION REGARDING RFP DOCUMENT

- (a) A prospective Bidder requiring any clarification regarding the RFP may notify IHMCL in writing or by fax or e-mail at IHMCL's address indicated in the invitation to Bid. IHMCL will respond to any request for clarification which is received up to the date specified in the SCHEDULE OF IMPORTANT EVENTS / ACTIVITIES.
- (b) To assist in the examination, evaluation, and comparison of Bids, IHMCL may, at its discretion, ask any Bidder for clarification of its Bid. The request for clarification and the response shall be in writing or by fax or e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by IHMCL in the evaluation of the Bids.
- (c) Except in case any clarification is asked by IHMCL, no Bidder shall contact IHMCL on any matter relating to its Bid from the time of the Bid opening to the time the Contract is awarded. If any Bidder wishes to bring additional information to the notice of IHMCL, it should do so in writing at the address prescribed in the Notice Inviting Tender.

## 11. PRE-BID MEETING

- a. The Bidder or his authorized representative is invited to attend a pre-Bid meeting which will take place at Indian Highways Management Co. Ltd. (IHMCL), 2<sup>nd</sup> Floor, MTNL Building, Sector 19, Dwarka, New Delhi-110 075 as mentioned in the Schedule of Important Events / Activities.
- b. The purpose of the meeting will be to clarify issues and to answer questions on any matter pertaining to this RFP document. All Bidders are requested to go through the RFP document carefully and submit any queries/ clarifications addressed to the CEO, IHMCL<sup>4</sup>. The Bidder is requested to submit any questions / queries in writing or by email so as to reach IHMCL by the date specified in the Schedule of Important Events/ Activities.
- c. Minutes of the meeting including the text of the questions (without identifying the source of enquiry) and the responses will be hosted on IHMCL's website only.
- d. Any modification in the RFP document which may become necessary as a result of the deliberations in the pre-Bid meeting shall be made by IHMCL separately through issue of an Addendum/ Amendment and not through the minutes of the pre-Bid meeting and the same will also be hosted on IHMCL's website.

## 12. AMENDMENT OF RFP DOCUMENT

- (a) At any time prior to the last date for receipt of bids, IHMCL, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the conditions specified in the RFP document by an amendment. The amendment will be notified on IHMCL's web site and should be taken into consideration by the prospective Bidders while preparing their Bids. IHMCL will not be required to indicate any reason for any amendment.
- (b) Any amendment/ addendum thus issued shall be part of the RFP document and shall be communicated by hosting the same on IHMCL's web site **only**. Bidder will provide acceptance and confirmation of such amendment / addendum also by submitting the signed copy as part of their technical bid.
- (c) In order to give prospective Bidders reasonable time to take the amendment into account in preparing their proposal, IHMCL may, at its discretion, extend the Bid Due Date, if considered necessary.

### **13. BIDDING PROCESS**

#### **13.1. GENERAL**

- (a) Bidders are advised to study the RFP document carefully. Submission of the bid will be deemed to have been done after careful study and examination of ground realities as well as all the instructions, eligibility norms, terms & conditions, requirements and specifications available in the RFP document with full understanding of its implications. The Bidder is expected to examine carefully all the instructions, conditions of Contract, forms for submitting Technical and Financial Bids and scope of work in the RFP document before submitting their Bids. Failure to comply with all the requirements of RFP document shall be at the Bidder's own risk. Bids, which are not substantially responsive to the requirements of the RFP document, shall be declared non-responsive and shall not be considered for evaluation.
- (b) The Bidders are advised to use the prescribed forms for submission of their Technical as well as Financial Bids. The Bidders are further advised to cross-check the completeness of their Bid before submission. The Technical and Financial Bid shall be signed by the Authorized Signatory of the bidder. The authorized signatory holding Power of Attorney shall only be the Signatory. In case authorized signatory holding Power of Attorney and Signatory are not the same, the bid shall be considered non-responsive.
- (c) No change in the terms and conditions given in this RFP document by the Bidder is permissible. In case any Bidder submits a conditional Bid, the same shall be declared non-responsive.

#### **13.2. CONTENT OF BIDDING DOCUMENTS**

Please refer to relevant 'Attachment' of this document.

#### **13.3. PREPARATION AND SUBMISSION OF BID:**

Please refer to relevant 'Attachment' of this document.

### **14. CURRENCIES OF BID AND PAYMENT**

The prices shall be quoted by the Bidder in Indian National Rupees (INR). All payment shall be made in Indian Rupees.

### **15. BID VALIDITY**

- (a) The Bid must be valid for a period of 120 days from the last date of submission of the bid ("Validity Period"). The quoted rates shall prevail during the Contract period. No

request will be considered for price revision during this period for any reason whatsoever.

- (b) A bid valid for a shorter period shall be declared as non-responsive.
- (c) IHMCL will make its best effort to complete the bidding process within bid validity period. In exceptional circumstances, prior to expiry of the time limit, IHMCL may request the Bidder(s) to extend the period of validity for a specified additional period beyond the original validity of 120 days. Such request and the bidders' responses shall be made in writing. The bidder(s) not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

#### **16. MODIFICATION / WITHDRAWAL OF BIDS:**

Please refer to relevant 'Attachment' of this document.

#### **17. INVALID OFFERS**

The Bids submitted in any manner other than that prescribed above shall be deemed to be invalid proposal and shall not be considered. No correspondence will be entertained on this matter.

#### **18. PROCESS TO BE CONFIDENTIAL**

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the Successful Bidder has been announced. Any effort by a Bidder to influence IHMCL's processing of Bids or award decisions may result in the rejection of his Bid. IHMCL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. IHMCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or IHMCL or as may be required by law or in connection with any legal process.

#### **19. OPENING AND EXAMINATION OF BIDS**

- (a) The bids will be opened on-line in the presence of the bidders who choose to attend on the time and date specified in "SCHEDULE OF IMPORTANT EVENTS / ACTIVITIES".
- (b) The Tender Evaluation Committee (hereinafter called 'TEC') constituted by IHMCL, shall examine and evaluate the bids in accordance with the provisions set out. Prior to

evaluation of the bids, IHMCL shall determine as to whether each bid is responsive to the requirements of this RFP document. If at any time during the evaluation process, the TEC requires any clarification in order to carry out the evaluation, it reserves the right to request information / clarification from any Bidder, and the Bidder concerned shall be obliged to respond to any request for such information/ clarification and to supply the same to the TEC within such reasonable timeframe as TEC may require.

- (c) Financial bid of non-responsive/ ineligible bidders shall not be opened.
- (d) This RFP confers neither the right nor expectation on any party to participate in the selection process. IHMCL reserves the right to reject any or all of the bids, if it considers necessary to do so, or to vary any of its terms at any time without giving any reason or incurring any liability thereto.
- (e) A two-stage selection procedure will be adopted:

Stage-1: Pre-qualification-cum-Technical Stage

Stage-2: Financial Stage

## **20. EVALUATION PROCESS**

Please refer to relevant 'Attachment' of this document.

## **21. AWARD OF CONTRACT**

Letter of Award (LOA) shall be issued by IHMCL to the Successful Bidder and he shall be asked to submit a Performance Security and sign the Contract within the specified timeframe as per the LOA, failing which, the offer will be treated as withdrawn and the Bid Security will be forfeited.

## **22. NOTIFICATION OF AWARD AND SIGNING OF CONTRACT**

- (a) The Successful Bidder shall be notified of the award of work by IHMCL in writing through email or facsimile confirmed by post/ courier through issue of a LOA.
- (b) Upon receipt of LOA, the Successful Bidder, shall comply with the conditions of LOA and submit a Letter of Acceptance along with Performance Security of Rs.50 lakh (Rupees Fifty lakh only) within the specified timeframe, failing which, the LOA shall stand cancelled and also lead to annulment of the award and forfeiture of the Bid Security. IHMCL shall be entitled to take any other remedy as per law.
- (c) Upon furnishing of the Letter of Acceptance along-with Performance Security by the Successful Bidder, he shall be asked to sign the Contract.

## **23. PERFORMANCE SECURITY**

- (a) On receipt of the LOA, the Successful Bidder shall deliver to IHMCL an unconditional and irrevocable Performance Security in the form of a Performance Bank Guarantee (PBG) in the format given in Annexure-IV, Part III. The PBG shall be for an amount of Rs.50 Lakh (Rupees Fifty Lakh only) and should be in favour of “**Indian Highways Management Company Ltd.**”, payable at New Delhi. The Performance Security shall be valid for a period of 66 months.
- (b) In case the difference between the lowest financial bid (L1) and that of the second lowest financial bid (L2) happens to be more than 25% of L2, then the Successful Bidder shall also be required to submit **additional performance security** of Rs.50 Lakh (Rupees Fifty Lakh only) in the manner prescribed above. The additional performance security in this case shall be required to be submitted by the Successful Bidder to ensure that it shall perform the contractual obligations to the satisfaction of IHMCL despite such lower remuneration and this additional performance security shall also be treated as performance security for encashment/ forfeiture.
- (c) The PBG from following banks shall only be accepted:-
  - (i) State Bank of India or its subsidiaries.
  - (ii) Any Indian Nationalized Bank.
  - (iii) IDBI or ICICI Bank.
  - (iv) A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank.
  - (v) Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 Crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (issued by the branch of India) the net worth in respect of the Indian operations shall only be taken into account.
- (d) The acceptance of the PBG shall also be subject to the following conditions:-
  - (i) The capital adequacy of the Bank shall not be less than the norms prescribed by RBI.
  - (ii) The bank guarantee issued by a Cooperative Bank shall not be accepted.

## 24. ADVANCE PAYMENTS

IHMCL will **not** make any Advance Payment or provide any financial security against the work order/ Contract.

## 25. DISQUALIFICATION

IHMCL may at its own sole discretion and at any time during the process, disqualify any applicant, if the applicant has:

- (a) made misleading or false representations in the forms or false statements and attachments submitted in support of proof of eligibility requirements;

- (b) exhibited a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation, or financial failures, etc.;
- (c) submitted a bid which is not accompanied by required documentation and non-refundable cost of RFP document or is non-responsive;
- (e) failed to provide clarifications, when sought;
- (f) found to be involved in anti-national activity, corruption, political or other type of canvassing in its favor;
- (g) violated any law or infringed any third party copyright.

Any effort by the Bidder to influence IHMCL Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidders' Bid.

## **26. IHMCL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

IHMCL reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for IHMCL's action.

## **27. CORRESPONDENCE WITH THE APPLICANT**

Save and except as provided in this RFP, IHMCL shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid. IHMCL is not bound to reply/respond to any representation/letter or request for change in scope of the works, eligibility criteria or any relaxation in respect of the RFP conditions. No correspondence will be entertained on this matter.

## **28. INDEMNITY**

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

## **29. PROPRIETARY DATA**

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

## **30. CORRUPT OR FRAUDULENT PRACTICES**

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

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution;
  - (ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of IHMCL, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive IHMCL of the benefits of free and open competition;
  - (iii) "Coercive Practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the bidding process;
  - (iv) "Undesirable Practice" means (i) Establishing contact with any person connected with or employed or engaged by IHMCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and
  - (v) "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.
- (b) will reject a bid for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or coercive or undesirable or restrictive practices in competing for the Contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any Contract by IHMCL if it at any time determines that the firm has engaged in corrupt or fraudulent or coercive or undesirable or restrictive practices in competing for, or in executing, an IHMCL Contract.

### **31. MISCELLANEOUS**

- (a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

- (b) IHMCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - i. Suspend and/or cancel the bidding process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - ii. Consult with any Bidder in order to receive clarification or further information;
  - iii. Retain any information and/ or evidence submitted to IHMCL by, on behalf of, and/ or in relation to any Bidder; and/or;
  - iv. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- (c) IHMCL is not bound to reply/ respond to any representation/ letter or request for change in scope of the works, eligibility criteria or any relaxation in respect of the tender conditions. No correspondence will be entertained on this matter.
- (d) It shall be deemed that by submitting the Bid, the Bidder agrees and releases IHMCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the bidding process and waives, to the fullest extent permitted by applicable Law, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- (e) Prior to expiry of validity period of the bids, IHMCL may, before issue of Letter of Award (LOA), invite the successful bidder for negotiation (if required). The negotiations shall not cover any financial aspect of the bidding process. The aim of negotiation is to reach agreement and common understanding on all points under the scope of work. The negotiations shall commence with a discussion of the technical bid, the methodology and work plan proposed by the bidder and to ascertain the suitability thereof including any suggestions that the bidder and / or IHMCL may have to improve upon the TOR. Agreement then must be reached on final TOR, and Bar chart / PERT chart, logistics and reporting to timely commissioning of the contractual services. IHMCL shall not be responsible for any wrong assessment by the bidder and shall not in any case bear any additional cost there from.

**ATTACHMENT I TO SECTION III**

**Guidance Note on Conflict of Interest**

*(Refer Clause 4.3)*

1. This Note further explains and illustrates the provisions of Clause 4.3 Part-I of the RFP and shall be read together therewith in dealing with specific cases.
2. Bidders should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Bidders should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between IHMCL and a Bidder. Some of the situations that would involve conflict of interest are identified below:
  - (a) IHMCL and Bidders:
    - (i) Potential service provider should not be privy to information from IHMCL which is not available to others; or
    - (ii) Potential service provider should not have defined the project when earlier working for IHMCL; or
    - (iii) Potential service provider should not have recently worked for IHMCL overseeing the project.
  - (b) The participation of companies that may be involved as investors or consumers and officials of IHMCL who have current or recent connections to the companies involved, therefore, needs to be avoided.
4. The normal way to identify conflicts of interest is through self-declaration by the Bidder. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of IHMCL. All conflicts must be declared as and when the Bidder becomes aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the Bidder’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of IHMCL.

6. Another form of conflict of interest called “scope–creep” arises when Bidder advocate either an unnecessary broadening of the TOR or make recommendations which are not in the best interests of IHMCL but which will generate further work for the Bidders. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Bidders to extend the length of their assignment.
7. Every project contains potential conflicts of interest. Bidders should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to IHMCL at the earliest. Officials of IHMCL involved with the project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

**ATTACHMENT II to SECTION III**

**1. ACCESSING OF RFP DOCUMENT:**

Detailed RFP document as well as bid forms for bid submission can be viewed / downloaded from IHMCL website.

Bidder(s) have to pay the prescribed cost of RFP document (non-refundable) in the form of Demand Draft/ Banker's Cheque issued from a scheduled Bank in India in favour of "Indian Highways Management Company Ltd." payable at New Delhi.

**2. CONTENT OF BIDDING DOCUMENTS**

The set of bidding documents shall comprise the following:

Demand Drafts against cost of RFP Document and Bid Security  
Power of Attorney<sup>5</sup> in original.

Technical Bid in the prescribed form downloaded from the IHMCL web site along with requisite documents in support of fulfillment of eligibility criteria. 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.

Any other document providing additional information in respect of financial strength as well as technical experience etc.

Financial Bid in the prescribed form.

**3. PREPARATION & SUBMISSION OF BIDS:**

3.1.1 The Bid shall remain valid for 120 days w.e.f. the Bid Due Date and comprise of the following:

3.1.2 The Bid Envelope shall be marked as "***Setting up a 24x7 Helpline (Call Center) for Road Users on National Highways***".

3.1.3 The Bid Envelop- shall be addressed to:

ATTN OF: Shri R. C. Palekar

DESIGNATION: CEO IHMCL, GM(Electronics)-NHAI

<sup>5</sup> Copy of Board Resolution or Power of Attorney in the prescribed format / any other supporting document indicating that the person signing the bid has the required authority to sign on behalf of the bidder.

ADDRESS: Indian Highways Management Company Ltd  
2<sup>nd</sup> Floor, MTNL Building, Sector 19, Dwarka, New Delhi  
– 110075.

3.1.4. The envelope should also bear the bidder's name & address. If the envelope is not sealed and marked as above, IHMCL will assume no responsibility for the misplacement or premature opening/disclosure of the contents of the envelope and consequent losses, if any, suffered by the Bidder. Such Bids may also be declared non-responsive.

**3.2 The Bid envelope shall contain the Bid documents in manner described below:**

**3.2.1 PART 1 (Eligibility Bid) – Envelope-1**

The Documents specified below shall be serially marked, filed and placed in a sealed envelope. The envelope should bear the following identification: *“Eligibility Bid for Tender Ref:- ”*

**List of Documents**

- i. Bid Covering Letter
- ii. Demand Draft / Pay Order of Tender Application Fee of prescribed amount
- iii. Bid Security (EMD) of appropriate amount and in the prescribed manner;
- iv. Original Power of Attorney<sup>6</sup> in favor of authorized signatory in the prescribed format ;
- v. Company Incorporation certificate, MoA / AoA etc
- vi. Documentary proof of shareholding details
- vii. Documentary proof for access to parent company's assets, in case of subsidiaries of foreign companies.
- viii. Power of Attorney in favor of Lead bidder, in case of Consortium

6 Copy of Board Resolution and/ or Power of Attorney in the prescribed format / any other supporting document indicating that the person signing the bid has the required authority to sign on behalf of the bidder.

### **3.2.2 PART 2 (Technical Bid) – Envelope-2**

The Documents specified below shall be serially marked, bound and placed in a sealed envelope. The envelope should bear the following identification: “*Technical Bid for Tender Ref:-*” \_\_\_\_\_

### **3.2.3 PART 3 (Financial Bid) – Envelope-3**

Financial Bid Envelop-3 shall be marked as “Financial Bid for Tender Ref:- \_\_\_\_\_”

The above three sealed envelopes shall be kept in Envelope-4, Which shall also be duly sealed and marked as “Bid for Tender Ref:- \_\_\_\_\_”.

## **4. MODIFICATION /SUBSTITUTION/ WITHDRAWAL OF BIDS:**

- i. The Bidder may modify, substitute or withdraw its bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- ii. 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 the IHMCL, shall be disregarded.
- iii. For withdrawal of bid, bidder has to give written application to IHMCL.
- iv. Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit the bid again.
- v. The invitation and submissions of bids under this RFP shall not be binding on IHMCL in any manner. Further, IHMCL shall reserve the right to reject any or all of the bids received or cancel the tender process without assigning any reasons whatsoever, without incurring any liability on this account.

## **5 BID EVALUATION**

5.1 Prior to evaluation of bids, IHMCL shall determine whether each Bid is responsive to the requirements of this RFP. The Technical bid of only those bidders shall be opened who

submit documents in True copies / Originals as prescribed in this RFP. 'Technical Bid' of non-responsive bidders shall not be opened.

5.2 IHMCL reserves the right to reject any bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by IHMCL in respect of such bids.

5.3 In the first stage the Evaluation Committee shall examine the statement of qualification, furnished by the Bidder in support of their fulfillment of eligibility against the criteria prescribed in this RFP. A Bid shall be considered Responsive & Pre-Qualified only if:

- ➔ The '*prescribed documents*' in prescribed formats, are received by IHMCL on or before the Bid Due Date and time with proper seal and signature.
- ➔ Tender application fee is submitted as prescribed in the RFP document.
- ➔ Bid security is submitted and is of appropriate amount and furnished as specified in this RFP document.
- ➔ The technical bid contains all the required documents and information in the prescribed manner.
- ➔ The bidder satisfies the eligibility criteria specified in the RFP document.
- ➔ The bid does not contain any pre - condition, assumption or qualification; and
- ➔ It is not non-responsive in terms hereof.

5.4 In the second stage, subsequent to technical evaluation, financial bids of only shortlisted Bidders shall be opened. The financial bids shall be opened in presence of all bidders (who choose to be present) and the date of opening shall be intimated to pre - qualified bidders.

5.5 The "Successful Bidder" shall be chosen as described below:

Financial bids of qualified bidders shall be opened.

Lowest Bidder(L1) shall be selected as Successful Bidder.

5.6 The Financial Proposal Evaluation will be based on the “Total Cost”, which would be the total payouts including all taxes etc.

5.7 If there is a discrepancy between the unit price & the total price, the unit price shall prevail and IHMCL shall correct the total price. If there is a discrepancy between words & figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, his bid shall be rejected and the EMD will be forfeited.

5.8 The Successful Bidders shall be awarded the work subject to IHMCL verifying the documents submitted by it. Letter of Award (LoA) shall be issued by IHMCL to the Successful Bidders.

5.9 IHMCL reserves the right to ask for further clarification and/or justification for the quoted prices from the Lowest bidder.

5.10 In case, the lowest bidder is not able to justify the Quoted prices to IHMCL's satisfaction, IHMCL reserves the right to reject the Bid of Lowest bidder and adopt any other method to select another bidder for that particular zone. In this case, the EMD of such rejected bidder shall be forfeited.

5.12 Upon receipt of LOA, the Successful Bidder, shall comply with the conditions of LOA and give his written acceptance and Performance Security within the specified time frame, failing which, the LOA shall stand canceled and also lead to annulment of the work award and forfeiture of the Bid Security. IHMCL shall be entitled to take any other remedy as per law.

5.13 Upon furnishing of the acceptance by the Successful Bidder, he shall be asked to sign the Contract contained here in at Annexure-1, within 30 days or as per the time frame mentioned in LoA, failing which, the offer will be treated as withdrawn and the Performance Security shall be forfeited.

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#### **SECTION IV – Terms of Reference**

Indian Highways Management Co. Ltd.

## Terms of Reference (ToR)

### 1. BACKGROUND AND REQUIREMENT

- 1.1 The total length of National Highways (NH) in the country is about 95000 km. The National Highways Authority of India (NHAI) was constituted by an Act of Parliament, the National Highways Authority of India Act, 1988. It is responsible for the development, maintenance and management of National Highways entrusted to it and for matters connected or incidental thereto. NHAI is mandated to implement National Highways Development Project (NHDP).
- 1.2 With the expansion in road network, motorization and urbanization in the country, the number of road accidents have surged. Road traffic injuries and fatalities have emerged as a major public health concern and one of the leading causes of deaths, disabilities and hospitalizations imposing severe socio-economic costs across the world. According to the Ministry of Road Transport and Highways data, during the year 2013, there were 4,86,476 road accidents, which resulted in deaths of 1,37,572 people and injury of 4,94,893 persons in India. These numbers translate into one (1) road accident every minute, and one (1) road accident death every four minutes.
- 1.3 NHAI awards works for construction and maintenance of highways to BOT Concessionaires. During operations and maintenance of tolled stretches, in order to provide relief and rescue measures in the aftermath of accidents concessionaires have been mandated to provide tow away cranes for removing the breakdown/damaged vehicles; ambulances to provide immediate first-aid during golden hour to the accident victims and subsequent transfer of the accident victim to the nearest hospital/trauma care Centre; route patrolling vehicles to check unauthorized activities/guide the road users. These facilities are normally available at every 50 km of sections of operation on an average. Emergency phone numbers are displayed at every 5 km on either side of highways and are also printed on Toll Tickets. Boards depicting names of contact person and emergency contact number are also displayed at prominent locations on toll plazas. However, these emergency numbers are different for different tolled stretches, making it difficult for the road user to memorize and recollect during emergency. Therefore a unique 4-digit toll free universal access number is envisaged to provide immediate help to road accident victims during the golden hour by making available ambulance, treatment facilities and cranes to remove wrecked vehicles from the accident site.
- 1.4 The completed NH stretches have their Concessionaires who manage incidents in their corresponding tolled stretch and each Concessionaire has their specific mobile number advertised for incident management along the corresponding highway stretch. As per preliminary assessment, currently Concessionaire(s) receive(s) approximately 7 or 8 calls

per day on an average for every 50 km of completed NH. At present, completed stretches under tolling is approximately 16000 km.

1.5 Help to accident victims on other NH stretches is provided by the state authorities through various call centres having different telephone numbers. Calls for help received from these stretches will have to be routed to appropriate agencies providing emergency relief. In a few stretches, the MoRTH has launched pilot projects for “Cashless Treatment of Road Accident Victims”.

1.6 The call volume (connect minutes) is expected to grow gradually increase depending upon various factors including adoption of a single Universal Access Number (UAN). It may also be noted that, calls can emanate from any part of the country including areas outside NH jurisdiction. The actual connect minutes serviced shall be reviewed by IHMCL on quarterly basis . The service provider will be required to take into account possible fluctuations in call volume while preparing their proposal.

## 2. OBJECTIVE

Recognizing the importance of improving safe travel along National Highways as these roads are often characterized as high speed, high volume traffic with large number of fatal accidents and the fact that timely treatment of the injured will save many lives as well as reporting of information like obstruction of highways due to falling of tree, *dharnas*, flat tyres, bad road condition etc., and to help IHMCL in taking preventive measures & improve maintenance of road and facilitate to serve the road users, IHMCL intends to provide a 24x7x365 Call Centre Services to road users on National Highways. A single 4 digit Toll Free Universal Access Number (UAN) i.e. “1033” will be provided to the distressed road users for reporting Road Accidents and other issues related to National Highways. On receiving calls from the road users, the Call Centre Agents will *alert the staff of Control Centre of respective sections who in turn will provide necessary help to distressed road users using Ambulance, Patrol Vehicle, Crane, etc. depending on the need.* The call Centre will handle calls on 4-digit UAN “1033” from road users of tolled stretches on National Highways as well as other roads including NH and State Roads. It will be a single point contact for public and help them when they meet with accidents and other emergencies on the highways. The services shall be provided in English, Hindi and regional languages and the following access channels will be utilised:

- a. **Inbound channels:** Telephone, mobile, e-mail, SMS
- b. **Outbound channels:** Telephone, e-mail, SMS

### 3. SCOPE OF WORK

*(Description of Services mentioned in this section, gives **an insight of IHMCL's expectation towards Call Centre Service Delivery**)*

- (a) Six Call Centers will be set up in the country – one each in the Eastern, Western, North-Eastern and Southern parts of the country (exact locations to be decided by the selected Agency with the approval of IHMCL) and one each at Delhi and Chandigarh.
- (b) The Call Centres will provide the services to the distressed road users to meet the above objective in accordance to the various service level parameters mentioned in this TOR. The Call Centre will attend calls from the users of the entire length of NHs and route the calls to the concerned Ambulance / Trauma Centre/ Police Patrol/ Control Room / Toll Plaza. The details of the telephone numbers of Ambulance / Trauma Centre/ Police Patrol/ Control Room Toll Plaza / on other roads would be obtained by the service provider and approved by IHMCL. The Service Provider should maintain a GIS based map/data and should divert the calls to the concerned Ambulance / Trauma Centre/ Police Patrol/ Control Room / Toll Plaza within a maximum time limit of 3 minutes.

The Call Centre service provider shall assign / transfer the emergency calls from road users *on other than NHAI's tolled stretches* to the State Govt/NGO operated/aided ambulance / police and fire emergencies services viz. CATs/ "108 Emergency service" or similar such services in various States.

- (c) The bidders are required to assess the expected call volume based on the information provided above and design the call Centre in such a way that every call received on the UAN "1033" could be answered within 3 rings. To ensure this requirement, the occupancy of the call Centre agents as well as Telephone/ PRI lines should not exceed 80% during the busiest hour of the day. While designing the call centre, the service provider should make sufficient provisions, so that the capacity augmentation may not be required during first six months of operation.
- (d) The service provider will be responsible for providing all infrastructure for Call Centre Services viz. Premises, CCA's, Agent Software Licenses, Supervisor Licenses, PRI lines for Inbound, PRI line for Outbound, Internet connection, switches, Media Gateway, GIS/GPS integration, CRM Software, CRM and Database server and software at the Call Centre location, LAN, head set, PCs, SMS server, other hardware / software etc. as well as all the required skilled manpower.
- (e) The security of the entire Infrastructure/Call Centre equipment, buildings and employees etc., will be the responsibility of Service Provider; IHMCL will not be responsible for any damage or loss to the same.

#### 4. FUNCTIONAL REQUIREMENTS

A list of basic minimal functional requirements envisaged by IHMCL for the Call Centre service is as under and the service provider shall comply with these requirements:

- (a) The Call Centre operations (including telecom network, Call Centre setup, agents services etc.) shall have a minimum service uptime of 98% per month.
- (b) Call Centre service shall be operational on 24x7 basis.
- (c) There should not be any call queue and no call should be abandoned. The calls should be answered by the CCA's within first three (3) rings.
- (d) GIS/GPS based system need to be integrated for tracing caller's location details and facilitate the Incident Manager<sup>7</sup> to deploy ambulance / crane / route patrol effectively.
- (e) **Languages Serviced:**  
Hindi and English as well as all Regional Languages specified in the Eighth Schedule to the Constitution of India may be required to be used to service the calls from Road Users. Therefore, besides Hindi and English, the Call Centre Agents should have proficiency in Regional Languages spoken in the relevant region so that calls from the users are attended without any difficulty to the calling party.
- (f) **Service Provider Responsibility:**  
The Service Provider shall work closely with IHMCL in developing work flow, escalation procedures and reporting mechanism for resolution of all calls in the form of a **"Process Manual"** to be submitted to IHMCL before start of services for approval. The Process Manual may be modified as per need from time to time, with the approval of IHMCL. The Service Provider shall be responsible for providing services as per the approved Process Manual w.e.f. the effective date.
- (g) An indicative Call flow diagram is given as *Attachment 'A' of this ToR* for reference.

#### 5. DELIVERABLES

- (a) The Call Centre shall receive call/s through the 4-digit UAN **"1033"**. The CCA shall attend these calls and provide a docket number to the caller.
- (b) The CCA shall record the details of the caller as per the guidelines framed in a suitable format prescribed in the approved Process Manual.
- (c) The CCA on capturing the desired information from the caller would make outbound calls as required.

<sup>7</sup> Incident Manager controls deployment of ambulance/crane/route patrol on tolled National Highway stretches under the jurisdiction of the concerned Concessionaire.

- (d) The CCA shall take follow up action by contacting the concerned Incident Manager / Control Room Officer / caller and close the Docket. Unique Docket number will be generated by the Call Centre system which will capture all relevant details.
- (e) The Operator shall maintain a daily record for the entire Term of the Agreement of the calls that are taken in the Emergency Response Centre and the nature of response that is given to every call. The Call Recordings for all Inbound and Outbound calls to be stored for at least 90 days or settlement of bill for the respective period whichever is later.
- (f) There should not be any call queue at any given point, if the occupancy of all the CCAs or Telephone/ PRI Lines reaches 80% or above over a period of time and not due to Force Majeure or abnormal conditions, the service provider shall dynamically scale up the capacity as per requirements of SLA parameters without any additional cost to IHMCL.
- (g) The CCAs shall have fluency in dialects and communication skills so that they are able to communicate with and understand the caller. IHMCL and / or its appointed Consultant shall have the right to evaluate at any stage the CCA appointed by the Service provider as per industry standards. If the CCA is not found suitable as per industry standard, the service provider shall replace the CCA within one week without any further reference to IHMCL.
- (h) The 4-digit UAN "1033" will be used by the service provider in the name of IHMCL and shall be handed over to IHMCL after the contract period. No rights shall vest in the service provider in respect of the use of the number after the expiry of the contract term.
- (i) Service provider shall be responsible for procuring the requisite PRI lines for inbound and outbound calls on its own cost.
- (j) Service provider is responsible for interaction and resolution of day-to-day issues related to breakdowns, billing, disconnections, and disruption etc. with the Telecom service provider. Any disputes with the telecom service provider would be handled by the Service Provider.
- (k) All the personnel / equipment deployed by the Service Provider for providing the services shall conform to the statutory requirements. The Bidder shall be responsible to comply with all the Acts/ Rules of Government of India, the State Governments and Rules/ Regulations framed by any other Local/ Regulatory bodies.
- (l) **Confidentiality of Information**  
The Service Provider has to keep all medical and other information collected from a Victim/User/ Volunteers/paramedics/Police staff during the course of providing any service under this Agreement completely confidential. No information, in whole or in part, recorded under this Agreement can be shared by the Operator, a sub contractor or an ~~employee with any person who is not directly concerned with providing services to a~~

Victim/User under this Agreement. It is hereby clarified that the Operator shall not be permitted to keep any duplicate copies in print, electronic or any other form of the information collected and recorded after the expiry of the Term. At the end of the Term, the Service Provider has to ensure that all information that is collected and recorded including any duplicate copies made of such information under this Agreement is handed/ transferred to IHMCL in accordance with the terms and conditions of this Agreement.

## SERVICE LEVEL AGREEMENT

Service Level Agreement is to clearly define the levels of service which shall be provided by the Service Provider for the duration of this contract.

<b>Benefits of this SLA</b>	<p>Makes explicit the expectations that IHMCL has and agreed upon threshold levels for performance of services.</p> <p>Helps IHMCL control the service levels and performance of Service Provider.</p> <p>IHMCL and Service Provider shall maintain a periodical contact to monitor the performance of the services being provided by the Service Provider and the effectiveness of this SLA.</p>
<b>SLAs &amp; Targets</b>	<p>This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof.</p> <p>The services provided by the Service Provider shall be reviewed by IHMCL and IHMCL shall:</p> <ul style="list-style-type: none"><li>a) Check performance of the Service Provider against SLAs and consider any key issues in performance statistics including major incidents, service trends, etc.</li><li>b) Discuss escalated problems, new issues and matters still outstanding for resolution.</li><li>c) Review of statistics related to rectification of outstanding faults and agreed changes.</li><li>d) Provide suggestions for changes to improve the service levels.</li></ul> <p>If desired, IHMCL may initiate an interim review to check the performance and the obligations of the Service Provider.</p> <p>IHMCL reserves the right to engage a Consultant for assisting it in smooth conduct of the above-mentioned and other items of work.</p>

<b>SLA Change Control</b>	IHMCL reserves the right to modify the existing SLA or add new SLA as per requirement from time to time to improve the functioning of the call centre services in the general public interest. The service provider shall abide by the modified SLA parameter without any additional cost to IHMCL during the contract period.
<b>Service Level Agreement Applicability</b>	The parameters in the Service Level Agreement will be applicable w.e.f date of start of services.  IHMCL reserves the right to re-visit SLAs at a later date based on learning from experience and stabilization of operations.
<b>Service Level Agreement (SLA) Parameters</b>	The Service Provider agrees to the following service level agreement (SLA) parameters while providing services to callers. These SLAs shall be tracked on a periodic basis and are envisaged to have incorporated penal provisions and / or liquidated damages for non-adherence to any of them.  List of SLAs: -  SLA01 – System uptime SLA02 – Accessibility of Call Centre for all calls SLA 03 – Percentage of repeat calls. SLA 04 – Average Speed to Answer (ASA)

## 6. SPECIFIC REQUIREMENTS:

- (a) If the Call Centre services are proposed to be provided from any existing Call Centre setup of the Service Provider, then a distinctly separate unit/ enclosure for IHMCL Call Centre operations should be ensured.
- (b) Further, the proposed Call Centre shall have capability to logically partition the switching system to avoid interference with other set of users.

## 7. PAYMENT TERMS

- (a) Payment for the services (including inbound and outbound call charges) shall be made on aggregate connect minutes obtained after aggregating duration of individual calls in seconds as per detailed call records supplied by the telecom service provider. However, calls that last for less than 10 seconds shall not be considered for aggregation for payment purposes. On the other hand, calls exceeding 6 minutes shall be restricted to 6 minutes only while aggregating the connect minutes for payments purpose. Also, the contact minutes shall not be counted while aggregating the call duration for repeat calls exceeding three calls in a day from the same telephone number.
- (b) IHMCL will not make any Advance Payment or provide any financial security against the work order / Contract. The service provider will raise the invoice every quarter after

successful commissioning and start of services.

- (c) The invoice will be paid by IHMCL in arrears wherein 75% of the invoice amount shall be paid within 15-20 working days and the balance 25% after verification of services rendered with respect to Service Level Agreements. Service Tax shall be reimbursed separately on production of proof of payment by the Service Provider.
- (d) The 4-digit Universal Access Number "1033" will be toll free for the road users. The called party is required to pay for inbound calls to this number. Payment of the bills of Telecom Service Provider for such inbound calls as well as out bound calls for addressing/resolving the called party's requirements shall be the responsibility of Call Centre Service Provider as the same is included in the per connect minute charges payable to the Service Provider by IHMCL.

## **8. SCHEDULE FOR START OF CALL CENTRE SERVICES BY THE SERVICE PROVIDER**

- (a) The Service Provider should ensure that all relevant technology and trained resources are in place to provide services as mentioned in the Scope of Work. The Call Centre should be operational within 30 calendar days from the date of signing of contract. The Service Provider shall inform IHMCL in writing upon start of service.
- (b) If the Service Provider is not able to start the services as envisaged in the contract within the stipulated period, IHMCL may impose Liquidated Damages @ Rs.4 (FOUR) lakh per week of delay or part thereof subject to a maximum of 5% of the contract price. In case of a delay of more than six weeks, IHMCL may consider termination of contract and/or forfeit the performance security or both.

## **9. MEETINGS**

IHMCL or its appointed Consultant may review the performance of the Service Provider periodically. Such review meetings will normally be held in IHMCL Head Office or at site under review. IHMCL or the service provider shall make necessary arrangements for such meetings at their respective places.

## **10. REPORTING**

- (a) The service provider shall submit report to substantiate that the SLA parameters are met. Such reports shall be submitted along with the quarterly invoices. The reporting formats would be designed by the Service Provider post signing of the contract agreement and finalized by IHMCL.
- (b) The reports shall include among other details such as information on call volume, Log-in details etc. The report shall primarily capture and analyze data pertaining to number of

calls, average handling time, inbound and outbound call minutes with quality details, achieved uptime which will be of key relevance for settlement of payments and contract's performance management.

(c) The reports should highlight stretches where higher number of critical incidents are reported. Analytical reports indicating region wise volume of calls / nature of calls etc. should also be made available.

(d) The invoices shall also be supported by the following reports:

- i. CDR from Telecom Service Provider.
- ii. Voice recording from Call Centre Service Provider for verification
- iii. Reports against service levels achieved against parameters provided under SLA 01, SLA 02, SLA 03 and SLA 04 etc.

7. IHMCL reserves the right to modify this TOR in public interest, security of the Nation and proper conduct of services.

**ATTACHMENT TO TOR**

**Attachment 'A'**

**CALL FLOW DIAGRAM (INDICATIVE)**  
**(To be finalized after discussion with the Service Provider)**

**ATTACHMENT TO TOR****Attachment 'B'****SERVICE LEVEL AGREEMENT**

SLA01 – System uptime (Voice response available to customer) for all calls		
Objective	To measure the period in which no road user could be serviced due to fault in the system, which includes Hardware, Software & Voice infrastructure. This SLA implies that Call Centre services are fully available and system is not down for any reason. Down time duration & its accountability will be jointly decided within 24 hours and signed by IHMCL or its Consultant & Service provider representatives based on system logs & reports.	
Definition	It will be calculated based on formula “Total up time minutes / Total minutes in a month”. For example, the system was down for 2 hours in July 12; Uptime will be $[100- \{120/ (31 \text{ days} \times 24 \text{ hours} \times 60 \text{ minutes})\} \times 100 ]= 99.73\%$ .	
Method		
Data Capture	System down time should be captured by the IT systems/MIS at the Call Centre.	
Measurement Interval	Monthly	
Reporting Period	Quarterly /Immediate information on request should also be given	
Service Level		
S. no.	System down time for a quarter	Penalty in percentage on quarterly billed amount
1	up to 2%	Nil
2	Between 2% to 5%	5%
3	Between 5% to 10%	8%
4	more than 10%	10% of bill amount with a warning;
<b>Note:</b> Two consecutive warnings shall lead to forfeiture of PBG and if the services do not improve thereafter, IHMCL may consider termination of the Contract.		

Indian Highways Management Co. Ltd.

SLA02 – Accessibility of Call Centre for all calls	
<b>Objective</b>	To measure the % of callers that fail to connect to Call Centre. The purpose is to ensure that most road users attempting to contact Call Centre should be able to connect to it.
<b>Definition</b>	Percentage of calls getting rejected at MSC or Telecom provider switch directly connected to the Call Centre during day Time Consistent Busy Hour (TCBH) <sup>8</sup> averaged over the month. Percentage of calls getting rejected could be for want of Call Centre capacity or fault in some element of the Call Centre that is attributable to the Service Provider
Method	
<b>Data Capture</b>	The Call Centre in-charge & representative of Telecom Service Provider will carry out daily reconciliation after obtaining report from all connecting MSCs/ Telecom Service provider switches and the Call Centre system. Reconciled figures for all days in a month will be totaled to arrive at monthly call failure figure.
<b>Measurement Interval</b>	Daily

Service Level		
S no	% of Calls not able to Connect to Call Centre (averaged over a period of one quarter)	Penalty on quarterly billed amount
1	<= 3%	Nil
2	> 3% but < = 5%	5%
3	> 5% but < = 10%.	8%
4	> 10%	10%

8

TCBH is the busy hour observed during maximum number of days during the month.

SLA 03 - Repeat calls	
<b>Objective</b>	<p>To measure the number of road users who call the Call Centre more than once in a specified time period.</p> <p>High percentage of repeat calls indicates problems at satisfying road users at first call.</p>
<b>Definition</b>	<p>Repeat calls will be defined as the calls made by callers who have already called the call Centre on the same date (from 0.00 hrs to 24.00 Hrs).</p> <p>The purpose is to ensure that call Centre operators are handling calls in satisfactory manner to ensure minimum need for road users to call again.</p>
Method	
<b>Data Capture</b>	Service Provider should monitor and report on repeat calls, as defined above, on daily basis. The reasons for repeat calls shall be analyzed by the service provider.
<b>Measurement Interval</b>	Daily
<b>Reporting Period</b>	Quarterly

Service Level	
Repeat Calls exceeding 3 calls in a day from the same telephone number	The contact minutes shall not be counted while aggregating the call duration for repeat calls exceeding 3 calls in a day from the same telephone number.

SLA 04 – Average Speed to Answer	
<b>Objective</b>	This is the percentage of calls that are answered by the Call Centre operators within a specified time period during TCBH (Time Consistent Busy Hours).
<b>Definition</b>	It provides the waiting time in Automatic Call Distributor (ACD) queue after being connected by a caller to the Call Centre but before being answered by the CCA.
Method	

<b>Data Capture</b>	Number of calls answered within 3 rings as well as total number of calls should be captured by the IT systems/MIS at the Call Centre on daily basis. The reasons along with achieved levels reported.
<b>Measurement Interval</b>	Daily
<b>Reporting Period</b>	Quarterly

<b>Service Level</b>		
<b>Sr No</b>	<b>%age of calls that are attended within 3 rings</b>	<b>Penalty on quarterly billed amount</b>
<b>1</b>	More than 90 %	Nil
<b>2</b>	85 to 90 %	5%
<b>3</b>	80% to 85%	10%
<b>4</b>	Less than 80%	10% of bill amount with a warning;
<b>Note:</b> Two consecutive warnings shall lead to forfeiture of PBG and if the services do not improve thereafter, IHMCL may consider termination of the Contract.		

**PART – II ANNEXES**

**FORMATS FOR BID DOCUMENTS**

**Bid Covering Letter**

*(To be prepared on letterhead of the Bidder)*

To  
CEO  
Indian Highways Management Company Ltd  
2<sup>nd</sup> Floor, MTNL Building  
Sector-19, Dwarka,  
New Delhi - 110075

**Subject: RFP for *Setting up of 24x7 Helpline (Call Centre) for Road Users on National Highways***

**Projects – Tender Ref No:** \_\_\_\_\_

Dear Sir,

1. I/We, the undersigned, have carefully examined the contents of the above referred RFP document including amendments/ addendum (if any) thereof and undertake to fully comply and abide by the terms and conditions specified therein and hereby submit our Bid for the aforesaid service. Our bid for the subject RFP is unconditional and unqualified.
2. I/We offer to execute the work in accordance with the Scope of work and the Conditions of Contract of this RFP both explicit and implied.
3. I/We undertake that, in competing for (and, if the award is made to us), for executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

4. /We understand that :

4.1 this bid, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite Bid Security, shall be summarily rejected.

4.2 if at any time, any averments made or information furnished as part of this bid is found incorrect, then the bid will be rejected and the contract if awarded on the basis of such information shall be canceled. IHMCL is not bound to accept any/ all Bid(s) it will receive.

4.3 Until a contract is executed, this bid together with RFP Document as well as notification of Letter of Award issued by IHMCL shall constitute a binding Contract between us.

2. I/We declare that :

5.1 I/We have not been *declared ineligible* by IHMCL, NHAI or Ministry of Road Transport & Highways, Government of India or any other agency for indulging in corrupt or fraudulent practices.

5.2 I/We also confirm that I/We have not been *declared as non- performing or debarred* by IHMCL, NHAI or Ministry of Road Transport & Highways, Government of India.

5.3 I/We *haven't been blacklisted* by a Central/ State Government institution/ Public Sector Undertaking/ Autonomous body and there has been *no litigation* with any Government Department/ PSU/ Autonomous body on account of similar services.

5.4 I/We have *not* directly or indirectly or through an agent *engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice*, as defined in the Contract Agreement, in respect of any tender or request for proposal issued by or any Contract entered into with IHMCL or any other Public Sector Enterprise or any Government, Central or State;

5.5 I/We hereby certify that we have taken steps to ensure that in conformity

with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

**5.6** I/We have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the subject work or which relates to a grave offense that outrages the moral sense of the community.

**5.7** Neither the bidder nor any of its Directors are the subject of criminal or civil proceedings that could be expected to adversely affect its business or its ability to bid in the present tender.

**5.8** No investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees.

**5.9** The information provided in this technical bid (including the attachments) as well as the financial bid is true, accurate and complete to the best of my knowledge and belief. Nothing has been omitted which renders such information misleading; and all documents accompanying my/our bid are true copies of their respective originals.

**5.10** I/We shall be liable for disqualification or termination of contract at any stage, if any information/declaration is found to be incorrect or false.

**6.** In the event of my / our bid being declared as successful bid, I/we agree to enter into a contract agreement in accordance with the format of the contract agreement. I/We agree not to seek any change in the aforesaid format of the contract agreement and agree to abide by the same.

**7.** I/We offer the Bid Security in accordance with the RFP document as per the details furnished below:

BG/DD/Banker's Cheque/Pay Order No.	BG Validity	Date	Amount	Issuing Bank/ Branch

8.The documents in original accompanying the bid document have been submitted in a separate envelope as envisaged in the RFP document and marked appropriately.

9. I am the Director / Authorized Signatory of the aforesaid company / firm and I am authorized to sign this bid on behalf of the firm / company.

10. I am submitting this bid after carefully reading all the terms and conditions contained in the RFP document and its addendum/ amendment, if any, and undertake to abide by the same.

11. It is also certified that the bid is being submitted in the prescribed formats without any addition / deviation / alteration and our bid is unconditional.

Yours sincerely,

Name .....

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



**ANNEXURE- I**

**Form T-2**

**Brief Information about the Bidder(s)**

*(To be prepared on letterhead of the Bidder)*

1. (a) Name of Bidder :

(b) Year of establishment:

(c) Registered Address:

(d) Constitution of the bidder entity e.g. Government enterprise, private limited company, limited company, proprietorship / partnership firm etc.

(e) In case of a Government enterprise, please indicate as to whether legally and financially autonomous and operate under commercial law.

**Yes/ No/ Not applicable**

(f) Name(s) of Directors/ Proprietors/ Partners

.....

.....

2. Address for correspondence with Telephone/ Fax numbers/ e-mail address:

(a) Complete postal address:

(b) Fixed telephone number

(c) Mobile telephone number

(d) E-mail address

3. Name & Address of the principal banker<sup>9</sup>:

(a) Bank A/c Number

(b) Branch Address

(c) IFSC /MICR Code:

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

Name .....

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

4(a) Bank A/c Number

IFSC /MICR Code:

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

6. Whether in the ordinary course of its business, the Company is engaged in providing similar services:

**Yes/ No**

Date: Place:

Signature of the Authorized Signatory

Name & Designation/ Title of the Authorized Signatory

(Company's Seal)

9 These details are required for refund of Bid Security.

**Annexure- I**

**Form T-3**

**EXPERIENCE IN CALL CENTRE SERVICES**

S. No.	Name of the Client	Contract Value	Start Date	End Date (Leave blank if project is ongoing )	Brief Scope of Work	Regions covered (North, East, South, West)	Whether Copies of Purchase Orders / Contracts from the Client attached? (Yes/No)

We are attaching the required copies of the Purchase Orders / Contracts/ testimonials from the respective client Organizations.

Authorized Signatory:

Name & Title of Signatory:

Indian Highways Management Co. Ltd.

Name of Bidder

***Important Notes Please mention the experience in above table in decreasing order of project/contract cost.***

**ANNEXURE- I**

**Form T-4**

**Format of Certificate in respect of Bidder's Annual Turnover *and* Net worth**

Dated: ..... /...../2014

**Certificate of Annual Turnover**

It is certified that we have examined the books of accounts of M/s. \_\_\_\_\_ (*name and address of the bidder*) \_\_\_\_ and the requested financial details of the company, during last three financial years are as under:

**1. Annual Turnover**

Amount in **INR (Lakhs)**

Financial Year	Amount in figures	Amount in words
<b>FY 2011-12</b>		
<b>FY 2012-13</b>		
<b>FY 2013-14</b>		
<b>Average</b>		

**2. Annual Net Worth**

Amount in **INR (Lakhs)**

Financial Year	Amount in figures	Amount in words
<b>FY 2013-14</b>		

(Signature of Statutory Auditor/ Chartered Accountant)

Name:

Seal:

**Important Note:**

- (i) In the above table, *Financial Year (FY)* means a period from 1<sup>st</sup> April of preceding year to 31<sup>st</sup> March of the succeeding year.

**ANNEXURE - I**

Form T-5

**FORMAT FOR CASE STUDY DETAILS**

S.no	Title of Case study	Conducted on (DD/MM/YY)	Team Size of process studied	Key outcomes of the case study	Brief details of Process for which case study has been done
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

We hereby declare that the above information is correct and best of our knowledge.

Authorized  
Signatory:

Name & Title  
of Signatory:

Name of  
Bidder

Indian Highways Management Co. Ltd.

***Important Notes:***

- I. ***The above information should relate only to the processes managed by the Bidder.***
- II. ***Please mention case studies of inbound processes first.***

**ANNEXURE - I**

**Form T-6**

**Brief Methodology and Work Plan**

The Bidder should prepare a write-up/ paper and provide a copy thereof as a part of this form. The write-up/ paper should clearly demonstrate

1. the understanding of the scope of work
2. proposed methodology and work plan including handling of emergency / critical situations on priority given the fact that any call could be critical / emergency among the stream of incoming calls.
3. location of the proposed call Centre with relevant details like proposed connectivity, call routing etc.
4. Activities/ services/infrastructure etc. that the bidder intends/chooses to subcontract/ outsource<sup>10</sup> in the interest of the services.
5. Focus on Innovation proposed beyond requirements

<sup>10</sup> The details of the activities / services / infrastructure intended to be outsourced by the bidder and mentioned under their technical bid shall be deemed to have been accepted by IHMCL if contract is awarded to him. Thereafter any subsequent subcontracting of any part of service provider's obligations, duties or responsibilities under this contract shall not be permitted.

**ANNEXURE-I**

**Form T-7**

**Power of Attorney**

Know all men by these presents, we, ..... (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife of..... and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “**Authorised Signatory or Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for selection as the Service Provider for *24x7 Call Centre Services (Helpline) for Road Users on National Highways*, proposed by Indian Highways Management Company Ltd., including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses to IHMCL, representing us in all matters before IHMCL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with IHMCL in all matters in connection with or relating to or arising out of our Proposal for the said Tender and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Signatory or Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, .....THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS

POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2013

For .....  
(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

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

**Notes:**

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be registered or duly notarised by a notary public.*

*Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

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

**ANNEXURE-II**

**Format for Earnest Money Bank Guarantee (EMBG)**

B.G. No.

Dated:

To,  
The CEO,  
Indian Highways Management Company Ltd (IHMCL)  
2<sup>nd</sup> Floor, MTNL Building,  
Sector-19, Dwarka,  
New Delhi – 110075

1. WHEREAS M/s..... (a company registered under the Companies Act, 1956) and having its registered office at ..... (and acting on behalf of its Consortium of \_\_\_\_\_ & \_\_\_\_\_) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant

to the subject or context thereof include its/their executors, administrators, successors and assigns) desires to submit bids for “\_\_\_\_\_” against IHMCL’s RFP No. \_\_\_\_\_

2. AND WHEREAS the said RFP requires the bidder(s) to furnish an Earnest Money Bank Guarantee (EMBG) along with their bids for the sum specified therein as security for compliance with his obligations in accordance with the said RFP.

3. AND WHEREAS at the request of the Bidder, we (..... Name of the Bank) having our registered office at..... and one of its branches at ..... (hereinafter referred to as the “Bank”), have agreed to issue such a Bank Guarantee.

4. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder for the sum of ` **Rs. 10 Lakhs (Rupees Ten Lakhs)** only, and we undertake to pay you, upon your first written demand and without cavil or argument, and without reference to the Bidder, any sum or sums within the limits of ` **Rs. 10 Lakhs (Rupees Ten Lakhs)** only as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

5. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RFP Documents (hereinafter referred to as “Bidding Documents”) shall be final, conclusive and binding on the Bank.

6. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set-forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

7. This Guarantee shall be irrevocable and remain in full force for a period of **120 (one hundred and twenty) days** after the Bid Due Date. The claim period shall be **60 (sixty) days** thereafter or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

8. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

9. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

10. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other

forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

11. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

12. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim. This guarantee shall also be operable at our \_\_\_\_\_ branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

13. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

14. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

15. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

16. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **`Rs. 10 Lakhs (Rupees Ten Lakhs)**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 12 hereof, on or before ..... (indicate date falling 120+60 days after the Bid Due Date).

(Signature of the Authorized Signatory)

(Official Seal)

Name:

Date :

Designation:

Employee Code Number:

Telephone Number:

Name of issuing bank branch \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of bank branch at New Delhi \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of controlling bank branch \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

E-mail: \_\_\_\_\_

**ANNEXURE-II**

**Form-F1**

**Financial Bid Submission Form**

(To be submitted on letterhead of the Bidder)

To

The Chief Executive Officer,  
Indian Highways Management Company Ltd. (IHMCL),  
2<sup>nd</sup> Floor, MTNL Building,  
Sector 19, Dwarka  
New Delhi-110 075

**Subject: Financial Bid for “Setting up of 24x7 Helpline (Call Centre) for Road Users on National Highways”**

Dear Sir

I/We, the undersigned having examined the above referred RFP including addendum thereof and, hereby offer to submit our bid to undertake the subject assignment with scope of work mentioned in the said RFP Document with quarterly payments as under:

Pricing Component	Rate Per Connect Minute (in Rs.)
Charges for providing Call Centre Services for Road Users.  (Inbound and Outbound)	(In Figures)
	(In Words)

1. I/We hereby confirm that the quoted rates include all the charges payable in full compliance to the Scope of Work and other terms specified in the RFP document. No additional charges have been envisaged. I/We also understand that apart from quarterly payments against the services provided to IHMCL in compliance to the prescribed scope of work, IHMCL is not liable to make any other payments whatsoever.
2. I/We do hereby confirm that my/ our bid price includes all statutory taxes/ levies but excluding service tax. Service tax shall be reimbursed separately on proof of payment.
3. I/We also declare that any tax, surcharge on tax and / or any other levies, if altered in future and payable under the law, the same shall be borne by me/ us.
4. This bid is **valid** for a period of **120 calendar days** from the bid due date.
5. I/We understand that the applicable service tax shall be reimbursed by IHMCL separately on production of proof of payment;
6. I/We understand that the applicable TDS will be deducted against payments as per Applicable Law.
7. In case of any difference in figures and words, the amount mentioned in words will prevail.

Yours sincerely,

Indian Highways Management Co. Ltd.

Name .....

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

**(Company's Seal)**

**Notes:**

1. The financial evaluation shall be based on the above Financial Bid..
2. The payment to the bidder shall be limited to the actual connect minutes based on above rates (subject to deduction pertaining to penalty, if any).

**ANNEXURE-III**

**Format for submission of PBG**

To,

The Chief Executive Officer,  
Indian Highways Management Company Ltd. (IHMCL),  
2<sup>nd</sup> Floor, MTNL Building,  
Sector 19, Dwarka  
New Delhi-110 075  
India

1. WHEREAS \_\_\_\_\_[Name and address of Service Provider] (hereinafter called "the Service Provider") has undertaken, in pursuance of Letter of Award (LOA) No. \_\_\_\_\_ dated \_\_/\_\_/2014 for "Setting up of 24x7 Helpline (Call Centre) for Road Users on National Highways" (hereinafter called the "Contract").

2. AND WHEREAS it has been stipulated by you in the said LOA that the Service Provider shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

3. AND WHEREAS we have agreed to give the Service Provider such a Bank Guarantee:

4. NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider up to a total of Rs. \_\_\_\_\_ [amount of Guarantee] \_\_\_\_\_ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

5. We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

6. We further agree that no change or addition to or other modification of the terms of the service provider or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

7. We undertake to pay to the IHMCL any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider(s) shall have no claim against us for making such payment.

8. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Service Provider or of the Bank.

9. This guarantee shall also be operable at our \_\_\_\_\_ branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

10. This bank guarantee shall be valid from .....

11. Notwithstanding anything contained herein:

- (i) Our liability under this Bank Guarantee shall not exceed ` ...../-
- (ii) The Bank Guarantee shall be valid up to.....
- (iii) We are liable to pay the Guarantee amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand on or before .....

Name:

Date :

Designation:

Employee Code Number:

Telephone Number:

Name of issuing bank branch \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of bank branch at New Delhi \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

E-mail: \_\_\_\_\_

Name of controlling bank branch \_\_\_\_\_

Address \_\_\_\_\_

Telephone number \_\_\_\_\_

E-mail: \_\_\_\_\_

**PART – III**

**FORMAT OF CONTRACT AGREEMENT**

## CONTRACT AGREEMENT

No. ....

This Contract Agreement (hereinafter called the "Contract") is made on this \_\_\_\_ day of the month of \_\_\_\_\_, 2014.

BETWEEN

Indian Highways Management Company Ltd (IHMCL), a company incorporated under the provisions of the Companies Act, 1956 and having its head office at 2<sup>nd</sup> Floor, MTNL Building, Sector 19, Dwarka, New Delhi-110075 (hereinafter referred to as the "IHMCL", which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the first part.

AND

M/s \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956 or a firm established in India and having its registered office at \_\_\_\_\_ (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the OTHER PART. Each of the parties mentioned above are hereinafter collectively referred to as "**Parties**" and individually as a "**Party**".

WHEREAS

(a) the Service Provider, in the ordinary course of its business, is engaged in providing similar services to their clients, and have represented to IHMCL through their bid, against RFP No. \_\_\_\_\_ . dated \_\_\_\_\_ for (hereinafter called the "Tender") that they have the required professional skills, personnel, technical & financial resources to provide the required services;

(b) on the basis of the said Tender, after evaluation of Bids, IHMCL has selected & accepted the Bid of the Service Provider and issued Letter of Award (LoA) No. .... dated

\_\_\_\_.\_\_\_\_.2014 for providing the required services, to the selected bidder requiring *inter alia*, to convey its acceptance to the LOA within 15 days of the date of issue thereof.

(c) the Service Provider has conveyed its acceptance of the LOA to IHMCL including the obligation to enter into this Agreement pursuant to the LOA, with his letter Ref no.....dated.....

(d) The Service Provider, in accordance with the terms of the LOA and Clause 2.17 of the RFP, has also submitted the Performance Security in the form of Bank Guarantee equivalent to Rs. \_\_\_\_\_in Words (\_\_\_\_\_) valid for a period of 180 after the expiry of Agreement Period as per prescribed format.

**NOW, THEREFORE**, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

The mutual rights and obligations of the Service Provider and IHMCL shall be as set forth in this Contract, in particular:

The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and IHMCL shall make payments to the Service Provider in accordance with the provisions of the Contract.

The following schedules/ appendices shall be deemed to form and be read and construed as part of this Contract viz.

Appendix A	Copy of RFP & subsequent amendments & clarifications if any
Appendix B	Copy of Financial Bid of the Service Provider
Appendix C	Letter of Award issued by IHMCL.
Appendix D	Letter of Acceptance submitted by the Service Provider

Indian Highways Management Co. Ltd.

Appendix E      Copy of the Performance Security submitted by the Service  
Provider

Appendix F      Copy of the Technical Bid and/or any subsequent correspondence  
of the Service Provider/ IHMCL

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

FOR AND ON BEHALF OF

(Indian Highways Management Company Ltd)

(Authorized Representative)

Name : \_\_\_\_\_

Designation \_\_\_\_\_ Indian

Highways Management Company Ltd

2<sup>nd</sup> Floor, MTNL Building, Sector – 19,

Dwarka, New Delhi – 110075

FOR AND ON BEHALF OF

(M/s \_\_\_\_\_)

(Authorized Representative)

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

M/s \_\_\_\_\_

Address : \_\_\_\_\_

In the presence of following witnesses:

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Indian Highways Management Co. Ltd.

Designation \_\_\_\_\_

Indian Highways Managment Company Ltd

2<sup>nd</sup> Floor, MTNL Building, Sector – 19,

Dwarka, New Delhi – 110075

Designation : \_\_\_\_\_

M/s \_\_\_\_\_

Address : \_\_\_\_\_

Name : \_\_\_\_\_

Designation \_\_\_\_\_

Indian Highways Managment Company Ltd

2<sup>nd</sup> Floor, MTNL Building, Sector – 19,

Dwarka, New Delhi – 110075

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

M/s \_\_\_\_\_

Address : \_\_\_\_\_

## **SCHEDULE I - GENERAL CONDITIONS OF CONTRACT**

### **General Conditions of Contract**

#### **1.1 Definitions:**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India.
- (b) “Bidder” means Companies bidding in the subject tender with intent to provide services to IHMCL under the contract.
- (c) “Contract” means the Agreement entered into between IHMCL and the Service Provider, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause GC 6, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract
- (e) Date of Start of Service – as provided in GC 2.3
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Employer” or “IHMCL” means Indian Highways Management Co. Ltd.
- (h) “GC” mean these General Conditions of Contract.
- (i) “Government” means the Government of India.
- (j) “In writing” means communication in written form with proof of receipt.
- (k) “Party” means IHMCL or the Service Provider, as the case may be, and “Parties” means both of them.
- (l) “Personnel” means persons hired by the Service Provider and assigned to the performance of the Services or any part thereof.
- (m) “Resident” means resident of India as defined in the Income Tax Act 1961.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Scope of Work at Section-IV of RFP hereto.
- (p) “Service Provider” means any private or public entity that will provide the Services to IHMCL under the Contract. The Service Provider is the entity, whose bid to perform the Contract has been accepted by IHMCL and is named as such in the Contract.

#### **1.2 Relationship between the Parties:**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between IHMCL and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. IHMCL has no liability w.r.t. the CCA and representatives of the Service Provider.

### **1.3 Law Governing Contract:**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of India.

### **1.4 Language:**

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

### **1.5 Notices:**

1.5.1 Any notice, request or consent required or permitted be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

### **1.6 Location:**

The Services shall be performed at such locations, as per undertaking given by the Service Provider in their bid.

### **1.7 Authorized Representatives:**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by IHMCL or the Service Provider may be taken or executed by the officials specified in the SC.

### **1.8 Taxes and Duties:**

The Service Provider and their Personnel shall pay all such direct and indirect taxes, duties, fees, and other impositions levied under the Applicable Law of India.

## **1.9 Corrupt or Fraudulent practice :**

### **1.9.1 Definitions**

It is IHMCL's policy to require that IHMCL as well as Service Providers observe the highest standard of ethics during the selection and execution of such contracts. IHMCL also requires that the Service Provider does not demand any service charges from the Resident unless the same is agreed with IHMCL in advance. In pursuance of this policy, IHMCL: (a) defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to IHMCL; and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive IHMCL of the benefits of free and open competition
- (iii) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of IHMCL, designed to establish prices at artificial, non-competitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;

### **1.9.2 Measures to be taken by IHMCL**

- (a) IHMCL may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to IHMCL to remedy the situation;
- (b) IHMCL may also sanction against the Service Provider, including declaring the Service Provider *ineligible*, either indefinitely or for a stated period of time, to be awarded a

contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an IHMCL financed contract.

### **1.9.3 Commissions and Fees:**

(a) IHMCL will require the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

### **1.10 Interpretation:**

In this Contract unless a contrary intention is evident:

- (a) the clause headings are for convenient reference only and do not form part of this Contract;
- (b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- (c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- (d) a word in the singular includes the plural and a word in the plural includes the singular;
- (e) a word importing a gender includes any other gender;
- (f) a reference to a person includes a partnership and a body corporate;
- (g) a reference to legislation includes legislation repealing, replacing or amending that legislation;
- (h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- (i) in the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date, the Contract comes into effect is defined as the Effective Date.

### **2.2 Termination of Contract for Failure to Become Effective:**

(a) If the selected Service Provider is unable to commence the service within the specified period, as per the scope of work of RFP, IHMCL may declare this Contract null and void and in the event of such a declaration, the Performance Bank Guarantee is liable to be forfeited by IHMCL.

(b) Notwithstanding the duration of contract stated in GC 2.4, IHMCL without prejudice or liability reserves the right to terminate the contract as stipulated in GC 2.9.1. In the event IHMCL terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, IHMCL may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Service Provider shall be liable to IHMCL for any additional costs for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

### **2.3 Commencement of Services:**

The Service Provider shall begin providing the Services w.e.f. effectiveness of the Contract as defined in SC.

### **2.4 Expiration of Contract:**

Unless terminated earlier pursuant to Clause GC 2.2 hereof, this Contract shall expire at the end of such time period, after the Effective Date, as specified in the SC. The Contract may be extended, subject to satisfactory performance by the Service Provider and continued requirement by IHMCL.

### **2.5 Entire Agreement:**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

## **2.6 Modifications or Variations:**

a) Any amendment or modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, shall be valid and binding on the parties only if made in writing and signed on behalf of both the parties by their respective authorized signatories.

(b) IHMCL reserves the right to modify at any time the terms and conditions of the contract, if in the opinion of IHMCL it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the services. The decision of IHMCL shall be final in this regard.

## **2.7 Force Majeure**

### **2.7.1 Definition:**

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include;

(i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor

(ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

### **2.7.2 No Breach of Contract:**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.7.3 Measures to be taken**

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event,

and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by IHMCL, shall either:

(i) Immobilize; or

(ii) Continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

## **2.8 Suspension**

IHMCL may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension. On occurrence of such situation, IHMCL reserves the right to procure the said services from third parties at the risk and cost of the service provider.

## **2.9 Termination**

### **2.9.1 By IHMCL**

IHMCL may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (l) of this Clause GC 2.9.1. In such an occurrence IHMCL shall give a not less than thirty (30) days' written notice of termination to the Service Provider.

(a) if the Service Provider fails to deliver either the whole or part of the 'Service' within the time frame specified in the Contract or any extension thereof granted by the authority

or;

If the Service Provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or

within any further period as IHMCL may have subsequently approved in writing.

(b) If the Service Provider becomes (or, if the Service Provider consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Service Provider, in the judgment of IHMCL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the Service Provider submits to IHMCL a false statement which has a material effect on the rights, obligations or interests of IHMCL.

(f) If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to IHMCL.

(g) If the Service Provider fails to provide the quality services as envisaged under this Contract. IHMCL may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. IHMCL may decide to give one chance to the Service Provider to improve the quality of the services.

(h) If the Service Provider has been blacklisted by IHMCL or disqualified for any reason.

(i) If the Service Provider fails to fulfill its obligations under Clause G.C 3 hereof.

(j) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

(k) In the event of Service Provider found:

(i) Sub-contracting of work/services

(ii) Provided incorrect information to IHMCL.

(iii) Non co-operative during audits conducted by IHMCL or auditing agencies appointed for the purpose.

l) If IHMCL, in its sole discretion and for any reason whatsoever, decides to terminate this Contract for convenience.

### **2.9.2 By the Service Provider:**

The Service Providers may terminate this Contract, by not less than thirty (30) days' written notice to IHMCL, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.9.2:

- (a) If IHMCL fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.
- (b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If IHMCL fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

### **2.9.3 Cessation of Rights and Obligations:**

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.4 hereof;
- (iii) the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof; and
- (iv) any right which a Party may have under the Law.

### **2.9.4 Cessation of Services:**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Service Provider and equipment and materials furnished by IHMCL, the Service Provider shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

#### **2.9.5 Payment upon Termination:**

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, IHMCL shall take following action:

(a) If the Contract is terminated pursuant to Clause GC 2.9.1 (a), (d), (g), (i), k(i) to k(iii) and (l) or 2.9.2, remuneration may be paid by IHMCL pursuant to Clause GC 6.3(c)(i) hereof for Services satisfactorily performed prior to the effective date of termination.

(b) If the Contract is terminated pursuant of Clause GC 2.9.1 (b), (c), (e), (f), (h), (j), the Service Provider shall not be entitled to receive any payments upon termination of the contract.

However, IHMCL may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to IHMCL. Under such circumstances, IHMCL may also impose liquidated damages as per the provisions of Clause GC 9 of this Contract. Any payments by IHMCL upon termination shall be made only after necessary adjustments.

#### **2.9.6 Disputes about Events of Termination:**

If either Party disputes whether an event specified in Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof. The resulting arbitral award shall be binding upon the parties.

### **3. OBLIGATIONS OF THE SERVICE PROVIDER**

#### **3.1 Standard of Performance**

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to IHMCL, and shall at all times support and safeguard IHMCL's legitimate interests in any dealings with third Parties.

### **3.2 Service Providers Not to Benefit from Commissions, Discounts, etc.**

The payment of the Service Provider pursuant to Clause GC 6 shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and agents or either of them similarly shall not receive any such additional payment.

### **3.3 Prohibition of Conflicting Activities:**

The Service Provider shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

a) The Service Provider shall keep safe, secure and confidential and protect from unauthorized access, loss or damage all demographic information, and all documents, data and information of any nature provided to the Service Provider for the discharge of services.

b) The Service Provider shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from IHMCL, other than required for discharge of services.

c) The Service Provider shall not give access to the information or data collected and received from IHMCL in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by IHMCL.

(d) The Service Provider shall not, without IHMCL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of IHMCL in connection therewith, to any person other than a person employed by the service provider engaged in the performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only so far as may be necessary for purposes of such performance. The Service Provider shall ensure that no information about the software, hardware, database and the policies of IHMCL is taken out in any form including electronic form or otherwise, from any of the work site by the manpower posted by them. The obligations of confidentiality under this section shall survive termination or expiration of this Contract.

(e) At all times during the performance of the Services, the Service Provider shall abide by all applicable IHMCL's security rules, policies, standards, guidelines and procedures. The Service Provider agrees that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this Contract and such rules, policies, standards, guidelines and procedures of IHMCL, which is followed by IHMCL's employees or agents.

### **3.4 General Confidentiality:**

Except with the prior written consent of IHMCL, the Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from IHMCL in the course of the Services, nor shall the Service Provider and the Personnel make public the information generated in the course of, or as a result of, the Services.

### **3.5 Insurance to be Taken Out by the Service Provider:**

The Service Provider:

- (a) shall take out and maintain, at their own cost, insurance against the risks, and for the coverage, as shall be specified in the SC; and
- (b) at IHMCL's request, shall provide evidence to IHMCL showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **3.6 Accounting, Inspection and Auditing:**

(a) The Service Provider (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit IHMCL or its designated representative and/or IHMCL, and up to seven years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by IHMCL or IHMCL, if so required.

(b) IHMCL shall have the right to carry out inspection checks, audits of the Service Provider's premises and/ or locations, facilities, or point of delivery of services performed under this contract.

(c) IHMCL shall have the right to carry out scheduled/ unscheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Service Provider.

### **3.7 Subcontracting:**

The details of the activities / services / infrastructure intended to be outsourced by the bidder and mentioned under their technical bid shall be deemed to have been accepted by IHMCL if contract is awarded to him. Thereafter any subsequent subcontracting of any part of service provider's obligations, duties or responsibilities under this contract shall not be permitted.

### **3.8 Reporting Obligations:**

The Service Provider shall submit to IHMCL the reports and documents specified in RFP, in the form, in the numbers and within the time periods set forth in the said Appendix. IHMCL reserves the right to modify the list of reports / their frequencies specified in Schedule III at any point of time without incurring any additional liability.

### **3.9 Rights of Use:**

(a) All rights of use of any process, product, service, or data developed, generated, or collected, received from IHMCL or any other task performed by the Service Provider under the execution of the contract, would lie exclusively with IHMCL or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favor of IHMCL or its nominated agencies.

(b) The Service Provider shall, not later than upon termination or expiration of this contract, deliver/return all such documents / data / information / software to IHMCL together with a detailed inventory thereof.

### **3.10 Safety & Security of Data, Premises, Location / site:**

(a) The Data, information, documents provided by IHMCL to the Service Provider is the property of IHMCL. The Service Provider shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.

(b) The Service Provider shall not use the information, the name or the logo of IHMCL and or Government of India except for the purposes of providing the services as specified under this contract.

(c) The Service Provider shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by IHMCL, without prior written permission from IHMCL.

(d) The Service Provider shall follow the Security Guidelines issued by IHMCL.

(e) The Service Provider would be governed by the provisions of the Law of the Land, including but not limited to the IT Act, NHAI Act and other relevant Acts.

(f) IHMCL reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements.

(i) The rogue behavior of the employees of Service Provider shall fall under the 'Unlimited liability' to the Service Provider.

### **3.11 Equipment & Materials Provided by the Service Providers**

Equipment or materials brought into India by the Service Provider and the Personnel and used either for the Project or personal use shall remain the property of the Service Provider or the Personnel concerned, as applicable. However, equipment or materials bought/ provided by IHMCL for the use of Service Provider shall remain the sole property of IHMCL and shall be kept in good working condition.

### **3.12 Intellectual Property Rights (IPR)**

The intellectual property rights to all the outputs, deliverables, data, and reports developed during the execution of this Contract shall remain sole property of IHMCL.

### **3.13 Assignment**

The Service Provider shall not assign, in whole or in part, any of their obligations under this Contract.

#### **4. SERVICE PROVIDER'S PERSONNEL**

##### **4.1 General:**

The Service Provider shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

##### **4.2 Project Manager:**

If required by IHMCL, the Service Provider shall ensure that at all times during the Service Provider's performance of the Services, a 'Project Manager', acceptable to IHMCL, shall take charge of the performance of such Services. The Project Manager shall act as a single point of Contact.

#### **5. OBLIGATIONS OF IHMCL**

##### **5.1 Assistance and exemptions**

Unless otherwise specified in the SC, IHMCL shall use its best efforts to ensure that the Government shall:

- (a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (b) Provide to the Service Provider and Personnel any such other assistance as may be specified in the SC.
- (c) IHMCL may exempt the penalties, which are applicable on the basis of SLAs and levied on the service provider's invoices, on the written justifications provided by the service provider.

##### **5.2 Change in the applicable Law Related to Taxes and Duties:**

If, after the date of this Contract, there is any change in the Applicable Law of India with respect to taxes and duties, which are directly payable by the Service Provider for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Service Provider in performing the Services. IHMCL will reimburse the Service Tax component only upon proof of such payment by the Service Provider.

##### **5.3 Services, Facilities and Property of IHMCL:**

For efficient discharge of services, IHMCL may make available to the Service Provider and its Personnel, the services, facilities and property, as mutually agreed.

#### **5.4 Payment:**

In consideration of the Services performed by Service Provider under this Contract, IHMCL shall make to the Service Provider such payments and in such manner as is provided by Clause GC 6 of this Contract.

### **6. PAYMENTS TO THE SERVICE PROVIDER**

#### **6.1 Payment for Services:**

- (a) IHMCL will not make any Advance Payment or provide any financial security against the work order / Contract. The service provider will raise the invoice every quarter after successful commissioning and acceptance of services by IHMCL.
- (b) Payment for the services (including inbound and outbound call charges) shall be made on aggregate connect minutes obtained after aggregating duration of individual calls in seconds as per detailed call records supplied by the telecom service provider. However, calls that last for less than 10 seconds shall not be considered for aggregation for payment purposes. On the other hand calls exceeding 6 minutes shall be restricted to 6 minutes only while aggregating the connect minutes for payments purpose.
- (c) The 4-digit Universal Access Number "1033" will be toll free for the road users however the called party shall be required to pay for inbound calls to this number. Payment of the bills of Telecom Service Provider for such inbound calls as per prevailing tariff shall be responsibility of the Call Centre Service Provider as the same is included in the per connect minute charges payable to the service provider.
- (d) The amount due for providing the Services shall be payable quarterly in arrears on satisfactory performance and submission of pre-receipted bills in triplicate subject to following conditions:
  - 1) All payments to the Service Provider shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income Tax Act, 1961.

2) Service Tax will be reimbursed separately by IHMCL on production of proof of payment for the same by the service provider.

- (e) The invoice will be paid by IHMCL in arrears wherein 75% of the invoice amount shall be paid within 15-20 working days and the balance 25% after verification of services rendered with respect to Service Level Agreements. Service Tax shall be reimbursed separately on production of proof of payment by the Service Provider.
- (f) The amount payable shall be finalized after taking into account the Penalties and Exemptions, if any applicable.
- (g) No interest shall be payable for delayed payments in case the Service Provider fails to submit invoices along with requisite documents in time.

## **6.2 Currency of Payment:**

All payments shall be made in Indian Rupees

## **6.3 Terms of Payment**

The payments in respect of the Services shall be made as follows:

- (a) The Service Provider shall submit the invoice for payment on 'Quarterly' basis' as per the agreed terms.
- (b) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.
- (c) In the event of any wrong payment to Service Provider, the difference shall be adjusted in the subsequent payments.
- (d) Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of IHMCL, any work done or supply made or service rendered by Service Provider is deficient in any manner in comparison to the prescribed standards, IHMCL shall be at liberty to withhold a reasonable portion of the payments due to the Service Provider, till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the IHMCL under this contract.
- (e) All payments under this Contract shall be made to the accounts of the Service Provider specified in the SC.

(f) In case of early termination of the contract, the payment shall be made to the Service Provider as mentioned here with.

(g) Assessment should be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Service Provider shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the specified rate/s.

(h) IHMCL will not be responsible for any payments to any of the Call Centre Agents, employees and other agents/ contractors of the service provider apart from the payments expressly stipulated in the contract agreement.

## **7. GOOD FAITH**

### **7.1 Good Faith:**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

### **7.2 Operation of the Contract:**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause GC 8 hereof.

## **8. SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute

cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

## **8.2 ARBITRATION/ RESOLUTION OF DISPUTES**

8.2.1 In the event of any dispute or difference arising out of or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to a sole arbitration of the Chairman of the Indian Highways Management Company Ltd. (IHMCL) or his nominee and the decision of the Arbitrator shall be final and binding upon the parties. The arbitration shall **be in Delhi** and the Arbitrator shall give his award in accordance with "The Arbitration and Conciliation Act, 1996".

8.2.2 Both the parties know that sole Arbitrator might have dealt with the contract/agreement in question and is an employee or officer of IHMCL but the same shall also not disqualify him in any manner from acting as a Sole Arbitrator.

8.2.3 In this clause the expression Chairman " , Indian Highways Management Co. Ltd." shall also include any person who for the time being is the administrative head of Indian Highways Management Co. Ltd. or any person who for the time being is officiating as Chairman, Indian Highways Management Co. Ltd.

8.2.4 In the event of death of arbitrator or the arbitrator neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the CEO, Indian Highways Management Co. Ltd. or his nominee to appoint another arbitrator in place of outgoing arbitrator in the manner aforesaid.

8.2.5 The proceedings of arbitration shall be in English language.

## **9. LIQUIDATED DAMAGES**

9.1 If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements within 14 days of being informed by IHMCL, IHMCL shall be free to impose any penalty as deemed fit. In addition, IHMCL shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Service Provider.

9.2 The Service Provider is liable to IHMCL for payment of penalty as specified in the SLA

9.3 In addition, liability of liquidated damages specified in the SC.

9.4 The amount of liquidated damages for services under this Contract shall not exceed the Contract Price.

## **10. ADHERENCE TO RULES & REGULATIONS**

### **10.1 Adherence to Safety Procedures, Rules, Regulations, & Restrictions**

(a) The Service Provider shall comply with the provisions of all laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by IHMCL shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws.

(b) Access to the 'sites' and IHMCL's other related locations shall be restricted to only essential personnel belonging to the Service Provider who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by IHMCL. The Service Provider shall maintain a log of all activities carried out by each of its personnel.

(c) The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of NHAI/IHMCL during the execution of the work.

(d) The Service Provider shall take all measures to ensure compliance with all applicable Law and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof) and all laws related to Labor.

(e) The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

(f) The Service Provider shall at all times indemnify and keep indemnified IHMCL and NHAI for any situation arising out of this clause while providing its services under the Project.

## **11. LIMITATION OF LIABILITY**

### **11.1 Limitation of Liability**

Except in case of gross negligence or willful misconduct:

- (a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to IHMCL; and
- (b) The aggregate liability of the Service Provider to IHMCL whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify IHMCL with respect to patent infringement.
- (c) IHMCL shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per section 2.2 b of GC of this contract.

## **12. MISCELLANEOUS PROVISIONS**

### **12.1 Miscellaneous Provisions**

- (i) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (ii) The Service Provider shall notify IHMCL of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iii) The Service Provider shall at all times indemnify and keep indemnified IHMCL NHAI and MoRTH against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (iv) The Service Provider shall at all times indemnify and keep indemnified IHMCL, NHAI and MoRTH against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider

- (v) The Service Provider shall at all times indemnify and keep indemnified IHMCL, NHAI and MoRTH against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation, ESI, EPF or the like .
- (vi) The Service Provider hereby agrees to indemnify and hold harmless the IHMCL, NHAI and MoRTH from and against any and all liability, loss, cost, damages and expenses (including legal, experts and other fee) cause of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomsoever made, sustained, incurred, brought or prosecuted, including third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its Directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Service Provider's obligations under, or otherwise in connection with, the Contract. The Service Provider further agrees to indemnify and hold harmless IHMCL for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Ministry, claimed or resulting from such claims.
- (vii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (viii) All materials provided to IHMCL by bidder are subject to Indian and New Delhi public disclosure laws such as RTI etc.
- (ix) The Service Provider shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from IHMCL.

## SCHEDULE – II – SPECIAL CONDITIONS OF CONTRACT

### SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SC) shall supplement the General Conditions of Contract (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.5	<p>The addresses for service of Notice shall be:</p> <p><b>IHMCL:</b> The Chief Executive Officer,  Indian Highways Management Co. Ltd.,  2<sup>nd</sup> Floor, MTNL Building,  Sector 19, Dwarka,  New Delhi-110075  E-mail: palekar@nhai.org</p> <p><b>Service Provider:</b>  Attention: _____  &lt;Address&gt;  Facsimile: _____  E-mail: _____</p> <p>The mode of service of any notice shall be either courier or registered post or e-mail or fax or by hand.</p>
1.6	The Services shall be carried out at the site/s as agreed to by the IHMCL.
1.7	<p>The Authorized Representatives are:</p> <p>For IHMCL: The CEO, IHMCL</p> <p>For the Service Provider:</p>
2.1	Effective date of contract: 30 <sup>th</sup> day after signing of the contract agreement.

2.3	The date for the commencement of Services: From effective date of contract ,The Service Provider is expected to commission the services within this period after mobilization of resources and customization etc.
2.4	The duration of contract (the “Contract Period”) will be of 5 (Five) years. The Employer however reserves the right to terminate the contract before expiration of the period of five years, in terms of the provisions of the contract/ extend the Contract beyond the initial Contract Period subject to satisfactory performance of the Service Provider and continued requirement of the Employer. The rate per connect minute as per the financial proposal of the bidder shall remain unchanged for a period of one year from the effective date of the Contract Agreement. In case of extension of contract beyond a period of one year, an annual escalation of 5% (five per cent) on the approved rate per connect minute may be allowed.
3.5	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party liability insurance, with a minimum coverage of the value of the contract</p> <p>(b) Professional liability insurance, with a minimum coverage of the value of the contract</p> <p>(c) Service Provider’s liability and worker’s compensation insurance in respect of the Personnel of the Service Provider and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(d) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider’s property used in the performance of the Services, and (iii) any outputs prepared by the Service Provider in the performance of the Services.</p>
6.2	The amount is in Indian Rupees (INR)
6.3	<p>1) All eligible payments shall be made by IHMCL in favor of the Service Provider</p> <p>2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.</p> <p>3) All payments under this Contract shall be made to the account of the</p>

	Service Provider with (Bank & A/c No.): .....
8.2 (a)	The Authority shall vest in Chairman, IHMCL.
8.2 (b)	The Arbitration proceedings shall take place in Delhi/New Delhi.
9.3	If the Service Provider is not able to start the services from the effective date of contract, IHMCL may consider imposition of Liquidated Damages @ Rs 4 (FOUR) lakh per week of delay or part thereof subject to a maximum of 5% of the contract price. In case of a delay of more than six weeks, IHMCL may consider termination of contract and/or forfeit the performance security or both.

**SCHEDULE – III - TERMS OF REFERENCE**

**Terms of Reference**

*(Reproduce ToR of RFP document ref. Section IV)*

## **Appendices**

### **Appendix A**

#### **Copy of Financial bid of the Service Provider**

**Appendix-B**

**Copy of Financial Bid of the Service Provider**

**Appendix-C**

**Copy of Letter of Award issued by IHMCL**

## **Appendix-D**

### **Letter of Acceptance submitted by the Service Provider**

**Appendix-E**

**Copy of the Performance Security Submitted by the Service Provider**

**Appendix-F**

**Copy of the Technical Bid and/or any  
Subsequent Correspondence of the Service Provider/IHMCL**