

Indian Highways Management Company Limited (IHMCL)

*2nd Floor, MTNL Building, Sector 19, Dwarka,
New Delhi-110075*



**TIME & MOTION STUDIES AT ALL INTER-STATE CHECK
POSTS AND INTERNATIONAL CHECK POSTS FOR BBIN
(BANGLADESH BHUTAN INDIA NEPAL) CORRIDOR**

Ref: No. IHMCL/TIME&MOTION STUDY/BORDER CHECK POST/2016

REQUEST FOR PROPOSAL (RFP)

July, 2016

TABLE OF CONTENTS

SECTION I- NOTICE INVITING TENDER.....	3
SECTION II- DEFINITIONS	4
SECTION III- INSTRUCTION TO BIDDERS	5
SECTION IV- CONDITIONS OF CONTRACT	14
SECTION V- TERMS OF REFERENCE	18
SECTION VI- BOQ & FORMAT FOR SUBMISSION OF FINANCIAL BID	27
SECTION VII- FORMATS FOR SUBMISSION OF BIDS.....	30
SECTION VIII- APPENDIX.....	42

SECTION I- 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/ Security Bid	Document Fee(non refundable)	Contract period	Closing date and time
Engagement of Agency for Conducting "Time & Motion Study at all Indian Interstate & International border Check posts".	INR. 10,000,00/- (Indian Rupees Ten Lakhs only)	INR. 10,000/- (Indian Rupees Ten thousand only)	4 Months	Up to 1100 Hrs. (IST) on 29.08.2016

The RFP document to be downloaded from the IHMCLs website indicated below. The Bids shall be liable for summarily 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.

The Indian Highways Management Company Limited 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)
2nd Floor, MTNL Building,
Sector 19, Dwarka
New Delhi 110 075

Phone: +91-11-25074100 Ext.1409

Email: tenders@ihmcl.com

Website: www.ihmcl.com

SECTION II- DEFINITIONS

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

- a. **“Authorized Representative”** means any person/agency authorized by IHMCL.
- b. **“Bidder”** means a firm or JV or Consortium which participates in the tender and submits its proposal.
- c. **Client / Employer / Purchaser** shall mean the Indian Highways Management Co. Ltd.
- d. **“Commencement date”** means the date upon which the Contractor receives the notice to commence the work issued by the Employer.
- e. **“Contract”** means the agreement entered into between the Employer and the Contractor, as recorded in the Contract documents signed by the parties, including all attachments and appendices thereto and all documents incorporated by references therein
- f. **“IHMCL”** means Indian Highways Management Co. Ltd.
- g. **“Law” or “Legislation”** - shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India or State Government or regulatory authority or political subdivision of government agency.
- h. **“Letter of Award (LOA)”** means the issue of a signed letter by the Employer of its intention to accept the offer of successful bidder and awarding the work mentioning the total Contract Value.
- i. **“Local Currency”** means the Indian Rupees
- j. **“MoRTH”** means Ministry of Road Transport and Highways
- k. **“NHAI”** means National Highway Authority of India, New Delhi.
- l. **“Party”** shall mean IHMCL or Bidder individually and “Parties” shall mean IHMCL and Bidder collectively.
- m. **“Personnel”** means persons hired by the Contractors as employees and assigned to the performance of the Services or any part thereof.
- n. **“RFP”** shall mean Request for Proposal, Tender Document or Bidding Document including the written clarifications & Corrigendum/Addendum issued by IHMCL in respect of the RFP.
- o. **“Services”** means requirements defined in this Request for Proposal including all additional services associated thereto to be delivered by the Service Provider/Contractor.
- p. **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, gets the Letter of Award. The Successful Bidder shall be deemed as **“Contractor”** appearing anywhere in the document.

SECTION III- INSTRUCTION TO BIDDERS

3.1 INTRODUCTION

NHAI got a new Company “Indian Highways Management Company Ltd. (IHMCL)” incorporated with equity participation of NHAI (25%), Concessionaires (50%) and Financial Institutions (25%) for implementation of Electronic Toll Collection (ETC) and **other Intelligent Transportation System (ITS) / transportation related activities** on highways in India.

MoRTH assigned IHMCL for conducting a Time-and-Motion Study at all Indian interstate borders & international borders adjoining Bangladesh, Nepal & Bhutan. The study is expected to aid improvement of freight logistics in India, through highlighting best practices and inefficiencies that exist in current document verification procedures at border check posts. In that direction, IHMCL invites bids from eligible agencies to conduct a Time-and-Motion Study at all Indian interstate borders & international borders adjoining Bangladesh, Nepal & Bhutan.

3.2 ELIGIBILITY CRITERIA

- 3.2.1 The applicant shall be a Company incorporated and registered in India under the Companies Act, 1956.

(Documentary proof (copy of certificate of incorporation) shall be submitted as part of the eligibility documents)

- 3.2.2 The average annual turnover should be more than Rs. 3 cr. in the last consecutive three financial years

(A certificate from the statutory auditor as proof for the above in the enclosed format)

- 3.2.3 The net worth of the bidder, as on 31.03.2016, should be profitable and positive.

(A certificate from the statutory auditor as proof for the above in the enclosed format)

- 3.2.4 Consultant should be empanelled with Ministry of Road Transport & Highways (MORTH) under “Category V – Traffic and Transportation Studies”.

(Letter of empanelment from MoRTH)

- 3.2.5 Should have experience of conducting traffic studies for minimum 5 years upto March 2016.

(Proof in the form of Work Orders / completion certificates)

- 3.2.6 Should have conducted minimum 20 video based traffic study assignments for any Govt. or Semi Govt. Organisation/ Authority

(Proof in the form of Work Order / completion certificates)

- 3.2.7 Should have experience in conducting traffic study assignments simultaneously at minimum 4 locations under the same project.

(Certificate from the client)

3.3 Power of Attorney

The Bidder should submit a notarised Power of Attorney authorizing the signatory of the Bid to commit the Bidder.

3.4 Project Approach (Work Plan) and Methodology

The Bidder should submit a brief methodology and work plan to execute the project based on the scope defined in this RFP.

3.5 CONTENT OF TENDER DOCUMENT

- 3.5.1 The Tender document should be read in conjunction with any addenda or clarifications issued.
- 3.5.2 Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.

3.6 COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of the Bid and IHMCL will in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

3.7 CLARIFICATION ON TENDER DOCUMENT

- 3.7.1 All Bidders are required to go through the tender document (RFP document) and submit their queries/ clarifications to IHMCL in writing within 7 days from the date of publication of this tender. IHMCL will not respond to any queries received after this date.
- 3.7.2 **Pre-Bid meeting** will be held at IHMCL Office, Dwarka, New Delhi on **09.08.2016** at **11.00AM**.
- 3.7.3 IHMCL will publish the clarifications to the bidders' queries on IHMCLs website only. No separate information will be sent to any individual Bidder in this regard.

3.8 AMENDMENT OF TENDER DOCUMENT

- 3.8.1 At any time prior to the deadline for submission of bids, IHMCL, for any reason, whether at its own initiative or in response to the clarifications requested by prospective Bidders may modify the bidding documents by issuing amendment(s).

- 3.8.2 Any Corrigendum /Addendum thus issued shall be part of the bidding documents and shall be communicated on website www.ihmcl.com only. No separate information will be passed to any individual Bidders in this regard.

3.9 LANGUAGE OF BID

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and IHMCL shall be written in English.

3.10 SUBMISSION OF BID

- 3.10.1 The bids shall be submitted in a sealed envelope superscripted “**Bid for conducting Time & Motion Study at all Indian interstate borders & international borders**”, which should contain following sealed envelopes:

- (i) Application fee of Rs. 10,000 in the form of DD
- (ii) EMD of Rs. 5,00,000 (Rupees Five Lakhs only) in the form of DD / BG
- (iii) Technical Bid
- (iv) Financial Bid

- 3.10.2 The technical bid shall contain the following:

- a. Index of documents with page number;
- b. A cover letter and Bidder's undertaking on the letter head of the Applicant in the prescribed format at 7.1 and 7.2
- c. Power of Attorney (in original) in favour of the authorized signatory of the bidder in the prescribed format at **7.4**; the Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be registered or duly notarized by a notary public.
- d. Documents substantiating eligibility of the bidder.

3.11 BID PRICE

- a) The bidder shall indicate the prices in Indian Rupees only.
- b) Prices quoted by the bidder shall be fixed for the entire **Contract period**. Bids submitted with adjustable price quotations will be rejected.

3.12 BID VALIDITY

- a) Bids shall remain valid for a period of **120 days** from the last date of bid submission. Any Bid valid for a shorter period shall be rejected as non- responsive.
- b) In exceptional circumstances, IHMCL may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder granting the request is neither required nor permitted to modify the Bid.

3.13 DOCUMENT FEE AND BID SECURITY

3.13.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD) /Bid Security for an amount **INR 5,00,000/-**-(Rupees Five Lakhs only)

3.13.2 **Document fee:** The document fee (non-refundable) of Rs. 10000/- (Rupees Ten thousand only) in the form of a demand draft / pay order drawn in favour of “Indian Highways Management Company Ltd.” on any Scheduled bank payable at New Delhi shall be submitted by the bidder.

3.13.3 The Earnest Money at the Bidder’s option shall be in the form of a demand draft / pay order drawn in favour of “Indian Highways Management Company Ltd.” on any Scheduled bank payable at New Delhi.

The bid security in any other form shall not be accepted and the bid shall be rejected.

3. 13.4 Any bid not accompanied by an acceptable Earnest Money Deposit shall be rejected by the Employer as non-responsive.

3. 13.5 The Earnest Money of unsuccessful bidders will be returned as promptly as possible, after expiry of the period of Bid Validity prescribed by the Employer.

3.13.6 The Earnest Money of the **successful Bidder** will be discharged when the Bidder has furnished the required Performance Security and signed the Contract Agreement.

3.13.7 not accept the correction of the bid price, pursuant to [Clause 3.22](#); or The Bid Security / Earnest Money will be forfeited:

- (i) if the Bidder withdraws or modifies the Bid during the period of Bid validity;
if the Bidder does
- (ii) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - a. sign the Agreement; and/or
 - b. Furnish the required Performance Security.

3.14 ALTERNATIVE PROPOSALS BY BIDDERS

Bidder shall submit offers that fully comply with the requirement of the tender document including conditions of contract. **Conditional offer or alternate offer** will **not be** considered further in the process of tender evaluation.

3.15 FORMAT FOR SIGNING OF BID

3.15.1 The Bidders are required to fill up and submit all the formats.

3.15.2 The Bid shall be signed by a duly authorized person to sign on behalf of the bidder. All pages of the bid except any un-amended printed literature shall be signed and sealed by the person signing the bid.

3.15.3 The Bid shall contain no overwriting, alterations or additions. If it is necessary to correct errors made by the Bidder, in which case such corrections shall be made by

scoring out the cancelled portion, **writing the correction and signing** by the authorised signatory of the Bid.

3.16 FORMAT FOR SUBMISSION OF PROPOSALS

- 3.16.1 All the Bids (Technical & Financial bids) will have to be submitted **ONLY in HARD BOUND** (Hard bound implies such binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document) form with all pages sequentially numbered either at the top or at the bottom right corner of each page. It should also have an index giving page wise information of above documents. **Bids without hard bound will summarily be rejected. The spiral bound document is not hard bound and will be summarily rejected.**
- 3.16.2 The outer envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late”.
- 3.16.3 If these envelopes are not sealed and marked as required, IHMCL will assume no responsibility for the bid’s misplacement or premature opening.

3.17 DEADLINE FOR SUBMISSION OF BID

- 3.17.1 Complete Bid containing the entire Envelope as specified must be received by the Employer at the address specified in the RFP on or before **29.08.2016 up to 1500 Hrs(IST).**
- 3.17.2 The Employer may, at his discretion, extend the deadline for submission of bids by issuing an amendment in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline extended.

3.18 LATE SUBMISSION

Bids received after the deadline will be rejected and returned to the bidder unopened. This will be strictly followed.

3.19 MODIFICATION AND WITHDRAWAL OF BIDS

- 3.19.1 Bidders may modify or withdraw their bid before the deadline.
- 3.19.2 The modifications or withdrawal shall be submitted in a separate sealed envelope and marked as 'Modifications or withdrawal’ as appropriate.
- 3.19.3 No bid shall be modified after the deadline for submission of Bids.

3.20 OPENING OF BIDS

- 3.20.1 Technical Bids will be opened at **1530Hrs(IST) on 29.08.2016** at the address mentioned in this RFP.
- 3.20.2 Bidder’s representative may attend the opening, and those who are present shall sign evidencing their attendance.
- 3.20.3 The Bidder’s names, Bid modifications or withdrawals and such other details as IHMCL at its discretion, may consider appropriate, will be announced at the time of opening.

3.20.4 The Financial Bids of ONLY the Bidders who are technically qualified will be opened.

3.21 EXAMINATION AND EVALUATION OF BIDS

3.21.1 The Purchaser reserves the right to modify the Evaluation Process at any time during the Tender Process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

3.21.2 Any time during the process of evaluation, the Purchaser may seek for clarifications from any or all Bidders.

3.21.3 **Phase-1: Document Fee & EMD/Bid Security:** First, the envelope containing Document fee and Bid Security will be opened and if both are found furnished by the bidders in the prescribed manner, then the second envelope containing Technical Proposal documents shall be opened. At any stage during the evaluation, if the EMD is found invalid, the respective Bidder's bid will be summarily rejected.

3.21.4 **Phase-2: Technical Proposal Evaluation:**

The Bidder shall have to fulfil all the Eligibility Criteria as specified, in totality and submit all the required documents. Those bidders who do not fulfil the terms and conditions of Eligibility Criteria as specified in this tender will not be eligible for further evaluation.

Evaluation of Technical Proposals by IHMCL shall not be questioned by any of the Bidders. IHMCL may ask Bidder(s) for additional information, visit to Bidder's site and/ or arrange discussions with their professional, technical faculties to verify claims made in Technical Bid documentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal.

3.21.5 **Phase-3: Financial Proposal Evaluation:**

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

In preparing the financial bid, bidders are expected to take into account the requirements and conditions of the bid documents. The financial bid should include all the costs associated with the scope of work defined in the RFP document including manpower, application development expenses, equipment cost etc.

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.

The Evaluation Committee shall determine if the financial proposal is complete and without computational errors. The proposal with the **lowest price** will be selected.

3.22 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 attempt by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

3.23 AWARD CRITERIA

Subject to Clause 3.24, the Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Tender documents and who quoted the lowest.

3.24 IHMCL 'S RIGHT TO REJECT ANY OR ALL BIDS

IHMCL reserves the right to reject any Bid, and to annul the bidding process and reject all bids at any time, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

3.25 NOTIFICATION OF AWARD OF CONTRACT

- 3.25.1 Prior to the expiration of the Bid validity, the Employer will notify the successful bidder that his Bid has been accepted. The Employer will mention the contract value in the Letter of Award (LOA).
- 3.25.2 The Contract Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and the successful Bidder after the performance security is furnished. The Employer will issue notice to commence the work after signing of contract.
- 3.25.3 Upon furnishing of the Performance Security by the successful Bidder, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful. EMDs of unsuccessful bidders will be returned back to them after signing of contract agreement with the successful bidder.

3.26 CONFIDENTIALITY

- 3.26.1 The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.
- 3.26.2 As used herein, the term "Confidential Information" means any written information, including without intimation, information created by or for the other party, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, Source Code, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its

disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

- 3.26.3 At all times during the performance of the Services, the Bidder shall abide by all applicable IHMCL / MoRTH's security rules, policies, standards, guidelines and procedures. The Bidder should note 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 tender and such rules, policies, standards, Guidelines and procedures by its employees or agents.
- 3.26.4 The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.

A copy of **Non Disclosure Agreement** as per the enclosed format at section -7 has to be signed by the successful bidder during signing of the contract agreement.

The obligations of confidentiality under this section shall survive rejection of the contract.

- 3.26.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

3.27 SIGNING OF AGREEMENT

At the same time that the Employer notifies the successful bidder that his bid has been accepted, the Employer will direct him to submit the Performance Security and inform the bidder for signing of the Contract Agreement.

3.28 PERFORMANCE SECURITY

- 3.28.1 Within 7 (Seven) days of the receipt of the Letter of Award, the successful Bidder shall submit performance security for an amount equal to 10% of the contract value in the form of Bank Guarantee.
- 3.28.2 The Performance Security shall be submitted in the form of Bank Guarantee issued in the name of Employer by a bank mentioned under clause no: 3.29 as per the format given in Section -7 and will be valid for a **period of 90 days after the expiry of contract period**.
- 3.28.3 The Performance Guarantee shall be payable to the Employer as a compensation for any loss resulting from the Contractor's failure to complete its obligations under the contract.

3.29 BANK GUARANTEE (BG)

3. 29.1 The Bank Guarantee in the name of the Employer issued by the following banks would only be accepted:-

- (i) State Bank of India or its subsidiaries,
- (ii) Any Indian Nationalised 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 Nationalised Bank.
- (v) Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 crore as per the latest Annual Report of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account.
- (vi) Export Import Bank of India

3.29.2 The acceptance of the guarantees 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 (presently 9, with effect from 31st March, 2003, 10).
- (ii) The bank guarantee issued by a Cooperative Bank shall not be accepted.

3.30 CORRUPT OR FRAUDULENT PRACTICES

The Employer will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Employer will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by National Highways Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or during execution.

“Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

----- XXXX -----

SECTION IV- CONDITIONS OF CONTRACT

4.1 CONDITIONS OF CONTRACT

These Conditions shall supplement or amend the other parts of the Bidding Documents and whenever there is a conflict; provision herein shall prevail over those in the other parts of the Bidding Documents.

4.2 GOVERNING LANGUAGE

All correspondence and other documents to be exchanged by the parties shall be written in the English language. The version written in English language shall govern its interpretation.

4.3 APPLICABLE LAW

Appropriate laws of Government of India shall apply.

4.4 INTERPRETATION

In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

4.5 The Contractor shall indemnify the IHMCL against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in IHMCL.

4.6 The Bidders are expected to examine all terms and instructions included in the RFP Document. During preparation of the technical proposal, the bidders shall make their own assessment of staff to undertake the assignment.

4.7 PAYMENT TERMS

4.7.1 Payments will be made in Indian Rupees only

4.7.2 The payment shall be made after successful completion of Time & Motion Study at the designated locations and submission of deliverables as per clause **5 of Section-V**. The schedule of payment shall be as under:

- (a) 25% payment on acceptance of Inception Report (detailing project approach and methodology) and development of App for conducting Time & Motion Study by IHMCL.

- (b) 75% payment on successful completion of Time & Motion study and acceptance of complete deliverables.

4.8 PRICES

- a) Prices quoted by the bidder shall be fixed for the entire Contract period. The rate quoted should be inclusive of all the taxes, duties, fees, levies, and other charges imposed under the applicable law and include all the costs associated with the scope of work defined in the RFP document, on the bidder except service tax.
- b) Service Tax shall be paid separately by IHMCL.
- c) Mandatory taxes/ duties etc. as applicable will be deducted by IHMCL.
- d) All payments shall be made subject to adjustment of applicable penalties.
- e) No amount or cost shall be payable for holding discussion, as considered necessary by the Client, for any purpose with Client's Officials at Client's Head Office or elsewhere, prior, during or after the conduct of an assignment.
- f) TDS will be applicable on all the payments made by IHMCL.

4.9 START OF ASSIGNMENT

4.9.1 Commencement and timelines for time & motion survey shall be as per clause 5.7

4.9.2 The Contractor, if faced with problems in timely commencement of assignments, shall immediately inform IHMCL in writing/Email, about the causes of the problem /delay and tentative duration of such delay etc.

4.10 PENALTY

4.10.1 Delay in commencement of assignment: Penalty of Rs. 5000/- per day upto to a maximum of 10% of contract value will be imposed.

4.10.2 Delay in submission of reports

i. Inception Report: Penalty of Rs. 5000/- per day upto to a maximum of 10% of contract value.

ii. Study Report: Penalty of Rs. 5000/- per day per location upto to a maximum of cumulative of 10% of contract value.

4.10.4 In case of delay due to reasons beyond the control of the agency, suitable extension of time will be granted without imposing any penalty.

4.11 CONTRACT PERIOD

The total contract period will be **four (4) months**.

4.12 INSURANCE

The Contractor shall have necessary insurances, as appropriate.

4.13 FORCE MAJEURE

- (i) Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but without limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.
- (ii) If a Force Majeure arises, the Contractor shall promptly notify IHMCL in writing of such condition and the cause thereof. Unless otherwise directed by IHMCL, the Contractor shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Bidder shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

4.14 INDEMNIFICATION

The successful bidder shall at all time indemnify IHMCL and MoRTH against all claims of losses and damages etc. of any kind which may be made by third party in respect of infringement of any protected right. Provided always that in the event of any claim in respect of alleged breach being made against IHMCL and MoRTH, the IHMCL shall notify the successful bidder of the same and the successful bidder shall at its own expense either settles any such dispute or conduct and litigation that may arise there from.

The successful bidder will indemnify IHMCL and MoRTH of all legal obligations of its professionals deployed. IHMCL and MoRTH also stand absolved of any liability on account of death or injury sustained by the Contractor's staff during the performance of their work and also for any damages or compensation due to any dispute between the agency and its staff.

4.15 TERMINATION

- 4.15.1 **ON EXPIRY OF THE CONTRACT:** The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the IHMCL has

exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract.

4.15.2 **ON ACCOUNT OF FORCE MAJEURE:** Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in **clause 4.13.**

4.15.3 **ON BREACH OF CONTRACT:** The Employer may terminate the Contract if the Contractor causes a fundamental breach of the Contract.

Fundamental breach of Contract include, but shall not be limited to, the following:

- a) The contractor fails to carryout any obligation under the contract.
- b) The contractor without reasonable excuse fails to commence the work in accordance with **clause 4.9.**
- c) Has failed to furnish the required securities or extension thereof in terms of the contract.
- d) the Contractor stops work and the stoppage has not been authorized by the Employer;
- e) the Contractor at any time during the term of the Contract becomes **insolvent** or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt
- f) If the Contractor, in the judgement of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract.
- g) Any other fundamental breaches as specified in the Tender.

4.15.4 Notwithstanding the above, the Employer may terminate the Contract for convenience by giving 30 days prior notice without assigning any reason.

4.16 ARBITRATION/ RESOLUTION OF DISPUTES

In the event of any dispute or difference arising out 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 Co. 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”.

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SECTION V- TERMS OF REFERENCE

5.1 Background

5.1.1 Introduction

- a. Road Transport is vital to the economic development and social integration of the country. Easy accessibility, flexibility of operations, door-to-door service and reliability has earned road transport an increasingly higher share of both passenger and freight traffic vis-a-vis other transport modes.
- b. India's growing economy has witnessed a rapid increase in demand for transport infrastructure and allied services for movement of freight and passengers. Logistics costs in India are a higher proportion of the total value of goods as compared to developed nations – 13-14% in 2015¹, compared to other developed economies (7 – 8%), like US. This points to inherent inefficiency in the way passenger and freight movement happens in the country.
- c. Freight movement in India is marked by multiple inefficiencies – delays at interstate borders being one of the key ones, contributing to loss of 5-10% of total travel time.
- d. “Indian Highways Management Company Ltd. (IHMCL)”, a company promoted by NHAI with equity participation of NHAI (25%), Concessionaires (50%) and Financial Institutions (25%) for implementation of Electronic Toll Collection (ETC) and other Intelligent Transportation System (ITS) / transportation related activities on highways in India.
- e. MoRTH assigned IHMCL for conducting a Time-and-Motion Study at all Indian interstate borders & international borders adjoining Bangladesh, Nepal & Bhutan. The study is expected to aid improvement of freight logistics in India, through highlighting best practices and inefficiencies that exist in current document verification procedures at border check posts. In that direction, IHMCL invites bids from eligible agencies to conduct an application based Time-and-Motion Study at all Indian interstate borders & international borders adjoining Bangladesh, Nepal & Bhutan (Indicative list is given in Appendix 6.1).

5.1.2 BORDER CHECK-POST

5.1.2.1 Border Check posts were traditionally put in place to monitor the movement of goods and prevent smuggling, as well as the illegal entry of spurious products. Gradually, check posts were established under the aegis of commercial tax/sales departments. While check posts are not directly a serious hindrance to the movement of goods, the associated regulations, lack of automation (with the exception of a few states), inadequate staffing, unexplained and inordinate delays in clearance of consignments, unbridled powers of the check post officer to detain goods/levy penalty, detention of goods for inconsequential reasons, etc., have, for decades, burdened transporters. This

¹ As per ISID report on Freight Logistics and Intermodal transportation, TCI – IIM C report on Operational Efficiency of freight transportation by road in India, 2014-15

has prevented the free movement of goods across the country for the purpose of trade and commerce.

5.1.2.2 Objective of State Border Check Post

- a. To avoid illegal movement of Trucking Operation and to verify the validity of vehicle fitness, Licenses, Registration, PUC etc. under MVA.
- b. To verify the compliance (Verification of Permits/ Certificates issued by line departments & for duty/Tax Paid)
- c. States are majorly interested to find whether incoming truck has paid tax & carry valid time bound permission letter/certificate on goods imported/transit to respective states.

5.1.2.3 Current Issues at Border Check Post

- i. Congestion around access roads
- ii. Average 20-30 minutes waiting time for an individual truck.
- iii. Decreased road asset utilization, roads worthiness,
- iv. Increased pollution on road. Wastage of fuel.
- v. Multiple permits for single journey of multiple States.
- vi. Lack of authenticated information of 3M's (Man-Driver, Machine-Truck, Material-Commodity Info.) on Highways.
- vii. Limited network connectivity is one of the key challenges, requires internet to be able to carry out at with seamless bandwidth at check post for challan payment & receipt generation and backend integration with line department portals.
- viii. To integrate various type of weighbridge under common interface for online permit generation, because there are various weighbridge vendor with different software interface/code.
- ix. Corruption due to unstructured sector- Governance issue.
- x. Unstructured trucking operations promoted lot of leakages in Tax Submission.
- xi. Due to manual governance of check post operations, it is difficult to gather operational data to support planning, investment & policy actions.

5.1.3 Check-post Agencies

5.1.3.1 A typical truck operator has to normally face seven different agencies for either obtaining clearances for carrying goods or paying certain charges at the check post. These agencies are mainly:

1. Sales Tax (Central Tax Officer (CTO))
2. Regional Transport Officer (RTO)
3. Excise
4. Forest
5. Regulated Market Committee
6. Civil Supplies (for check on the movement of essential commodities, black marketing, weights and measures, food adulteration)
7. Geology and Mining.

These checks are generally conducted by respective departments at separate points, resulting in more than one detention. Detention of vehicles causes lower speed, loss of time, high fuel consumption and idling of vehicles, leading to underutilization of transport capacity and adversely affecting their operational viability. Besides, it imposes economy wide costs which are not easy to assess. Better roads and faster speeds may be offset by Inter State Check Posts (ISCPs). The system in vogue hinders rather than facilitates smooth flow of freight and passenger movement across the country and has thwarted the formation of single common market.

5.1.3.2 Each of these departments has their own documentation and procedures to ensure compliance. There is variation in documentation and verification procedures across states as well as across borders within the same state.

5.1.3.3 In addition to domestic freight movement, significant transportation of goods also happens for inter-country trade between India and its neighboring nations. The BBIN (Bangladesh, Bhutan, India, and Nepal) nations have created a sub-regional framework to achieve better cross-border connectivity, boost trade among member nations, and strengthen economic integration.

5.1.3.4 Land is the dominant mode of transport for trade in the region, accounting for 70-80% of India's trade with other BBIN nations (in terms of value of goods traded). Land based trade happens through 60-70 designated entry/exit points dispersed on the inter-country borders called Land Custom Stations (LCS) or land ports.

5.2 Objectives of Time & Motion Study

- (1) The Time-and-Motion study intends to facilitate the overall objective of revamping interstate & international border check post verification procedures.

- (2) The study aims to identify bottlenecks in current document verification procedures at various border check posts across India and identify best practices across checkpoints to further implement standardized procedures across various borders.
- (3) As a starting point, IHMCL wishes to adopt a consultant to conduct a time & motion study to detail out current verification procedures adopted and time taken to carry them out at interstate & international border check posts.

5.3 Scope of Work

The scope of work for the “Survey Company” (hereby referred to as “Consultant”) is classified into two distinct category of activities, to be completed within a period of 4 months from the start of service:

5.6.1 Inception Report detailing project approach & methodology development:

Inception report shall contain the following, but not limited to:

5.6.1.1 Checkpost baselining

- (i) Validate locations of all interstate and international border checkpoints (indicative list mentioned in the Appendix 6.1)
- (ii) Identify departments/organizations (Interstate borders: RTO, CTO, Forestry, Mining; International: Customs, BRO, etc.) situated at all border checkpoints.

5.6.1.2 Development of detailed approach methodology

- (i) Development of detailed approach & methodology to accurately conduct Time-and-Motion Study and capture required information at all interstate & international border check posts.
- (ii) Prepare work methodology/ plan to execute Time & Motion Study (should not be more than 5 pages).
- (iii) Develop methodology to accurately record and report time required for each step in all verification procedures involved at border check posts.
- (iv) Plan for development of Web based/ Mobile Application.
- (v) Tentative team deployment plan with survey schedule at all the identified check posts.

- (vi) Composition of team along with single page CV's with photograph, ID proof, and contact details. The Contractor shall provide this information 3 (three) days prior to the survey assignment commencement at each location.

5.6.2 Execution of Time-and-Motion study

Time-and-Motion study is to be executed for inbound/import and outbound/export vehicles at each checkpost. For each direction (in/out), time-and-motion study should be conducted for 4 batches (in case of International Border Check posts) over the course of a **continuous 12 hour period** (during working hours at the International Border Checkpost) and 8 batches (in case of Interstate border check posts) over **continuous 24 hour period**. Each batch should be formed within a time period of 3 hours (non-overlapping with each other) and should have 5 commercial vehicles in each batch, separated by at least 10 mins. The study needs to be conducted at ~50 interstate & 17 international border check posts. The tasks expected from the Consultant in each of these areas are listed below.

5.6.2.1 Inter-state border check-posts

The Time-and-Motion study at identified interstate borders is to be conducted in 8 batches (1 batch every 3 hours; batches to be non-overlapping) at each border check post for 5 commercial vehicles in each batch. Each commercial vehicle in a batch should have a time gap of at least 10 minutes.

Framework for execution

The framework for the proposed Time-and-Motion study to comprehensively understand the process, from the time when the truck reaches the inter-state border check post to the time when it exits the check post has been laid out below.

- a) **Waiting time:** From start of waiting queue (if any) to first booth at border check post
 - i. Time taken to move from first point of congestion (speed<5 kmph for vehicle) to stopping of vehicle near first booth of border check post
- b) **Time of travel for driver post reaching the CTO check post**
 - i. Time taken to travel to border check post from the vehicle after stopping the vehicle nearby
 - ii. Waiting time for driver in queue at CTO booth/window
 - iii. Time taken by CTO officials to validate documents
 - iv. Time taken to travel back to vehicle after getting the documents verified
- c) **Document verification process at CTO check post**

All process steps followed for verification of documents, and time taken in each step. Steps will include

 - i. Entry of form number in IT system
 - ii. Display of online form on screen
 - iii. Matching of particulars on hard copy vs document on screen
 - iv. Digital/ stamp verification and approval of documents
 - v. Recourse taken in case of non-approval of documents, along with reason for non-approval

d) **Documentation requirements at CTO check post**

- i. Number and name/title of documents submitted at the booth
- ii. Details verified by the officials

e) **For subsequent booths:** In case there are multiple checkpoints within 30 kms from the first checkpoint inside the state operated by different authorities (e.g. RTO, Animal Husbandry Department, Forest Department) , steps (1) to (4) should be noted for each booth. For subsequent booths, time taken to travel from previous booth to first point of congestion/slow-down near next booth will also need to be noted.

In certain cases, there might be additional processes that may be followed at the checkpoint. For e.g., at RTO checkpoint, 2 additional processes are followed

- i. Vehicle needs to stand on a weigh-bridge to measure the vehicle weight
- ii. Vehicle dimensions are validated to ensure compliance to state RTO norms

In such cases, the surveying authority should make a note of all such processes being followed and time taken in each of them

The time and motion study should be carried out in a transparent manner, and documented proof of each step of the process shall be ensured (through video clips)

5.6.2.2 **Inter-country border check-posts**

The study for international border posts will be carried out in a manner similar to the inter-state check-posts with a total of 4 batches (1 batch every 3 hours; batches to be non-overlapping) of 5 vehicles each. Each commercial vehicle in a batch should have a time gap of at least 10 minutes. A key difference from inter-state check-posts is that exports and imports will need to be tabulated as separate work-flows. Hence, 4 batches will be recorded for exports and an equal number for imports. An indicative list of inter-country border check post at which the survey needs to be done is mentioned in Appendix 6.1.

Framework for execution

The framework for the proposed study to understand the export process, from the time when the truck reaches the inter-country border checkpoint to the time when it exits has been laid out below. Imports follow a very similar pattern, with the exception that processes related to inspection of goods become more stringent. However, the general tenets of the framework detailed would still be applicable for imports.

- a) **Waiting before vehicle stoppage:** From start of waiting queue (if any) to stoppage point at the border post
 - i. Time taken to move from first point of congestion (speed<5 kmph for vehicle) to stopping of vehicle near the customs office. The stop is usually near clearing and forwarding agents / custom house agents who assist in document submission
- b) **Preparation and submission of customs related documentation**
 - i. Time taken for preparation of documents and submission on the online systems such as ASYCUDA (Automated SYstem for CUsoms DAta) (if operational)
 - ii. Time spent in the waiting queue for physical submission of documents at the customs office

- iii. Number and name/title of documents required e.g. Invoice
- c) **Document verification process at the customs office**
 - i. All process steps followed for verification of documents, and time taken in each step (similar to inter-state check-posts)
 - ii. Number and name/title of documents submitted such as Invoice, Bill of Exports etc. and other details verified by the officials
- d) **Inspection of goods** (if required)
 - i. Time taken for vehicle to be moved from initial parking spot to inspection area (if applicable)
 - ii. Time required for inspection of goods and issuance of the clearance (or detaining) of the goods being transported
 - iii. Details (% of sample, HS codes of goods checked, responses from Risk Management System etc.) and step-wise description of the inspection process including number and name / title of supporting documentation required, recourse taken in case of non-approval etc.
- e) **Other subsequent checks**
 - i. Time taken as well as step-wise process details in case of subsequent checks before final clearance is issued (typically called Let Export Order). These checks could include weight, dimensions etc.
- f) **Final exit from border check-post**
 - i. Time taken once all checks are done for issuance of gate pass.
 - ii. Time taken for the freight vehicle to make its way to the border gate
 - iii. Waiting time at the exit gate in case of queues
 - iv. Time taken for the authorized personnel at the border gate (e.g. Preventive units) to verify the gate-pass information and allow the vehicle to pass

5.7 Deliverables and Timelines

5.7.1 Key deliverables and timelines for the program are mentioned below:

S. No.	Deliverable	Timelines
1	Inception report detailing project approach and methodology (As per Clause 5.6.2)	T* + 2 weeks
2	Design, development and deployment of web based application for Data Entry & Report generation (As per Clause 5.7.2)	T* + 1 months (Refer point x of Clause 5.7.2)
3	Draft consolidated report having detailed Time-and-Motion Study findings at all Interstate and International borders	T* + 3 months
4	Final reports along with the Database having detailed Time-and-Motion Study findings at all Interstate and International borders	T* + 4 months

* - T will be the date of Letter of Award.

5.7.2 A list of basic minimal functional requirements envisaged by IHMCL is as under and the survey agency shall comply with these requirements:

The survey agency shall design, develop and deploy a web & Mobile application for conducting time and motion study. Survey agency shall make this App accessible to IHMCL to fetch survey reports, videos etc. IHMCL will conduct random checking of the survey report(s).

The app shall have the following functionality:

- i. Recognizes the GPS coordinates of the location and time zones.
- ii. Shall have an option to manually add location of the site (wherever connectivity is not there)
- iii. Shall be able to record video of the entire process of time & motion study with following features:
 - a. Option to auto-stabilize so that pictures are perfectly level.
 - b. Capturing Photos while making videos (Photos of all the relevant documents, receipts, Vehicle with License Plate)
 - c. Video recording (recording from the start of the queue waiting to exit i.e; clearance from the check post).
 - d. GPS location tagging (geo tagging) of photos and videos
 - e. Apply a date and timestamp, location coordinates, and custom text to photos.
 - f. Picture as well as videos quality will be taken care of, so that clear view of the evidences as well as documents to be uploaded shall be in record.
- iv. Shall have a unified Dashboard with Check in at and Check out at option for multiple departments;
- v. Shall record the total time starts from check in at Check post to check out i.e. exit from check post along with time taken at different departments individually.
- vi. Adequate storage capacity (memory card, hard disk, etc.) shall be made available to the teams for continuous recording of the survey process for individual survey, batch as well as total survey at each location.
- vii. The Contractor shall make his own arrangements for all Portable devices (Tablet/ Mobile) for application usage, Internet connection, GPS integration, Web based application, Software, and Database server, other hardware / software etc. as well as all the required skilled manpower for conducting the time and motion study.
- viii. The quality of video recording and photographs shall be acceptable to IHMCL. Accordingly, prior approval of the device as well the video and photograph quality (resolution, pixel density, etc.) shall be taken from IHMCL.
- ix. The Contractor shall provide adequate training to the manpower for conducting Time & Motion Survey.
- x. The contractor shall develop the application and report formats in close co-ordination with IHMCL. **The contractor shall submit the application, Report Formats and Process Manual to run the application within T+21 days to IHMCL for approval, and propose for User Acceptance Test within T+24 days. The modifications in the App and other formats, if required, shall be carried out by the Contractor within T+ 30 days to enable final run.**

5.8 Team Composition

The Contractor will be required to produce single-page CVs (including education details, contact details etc.) of all team members conducting the survey along with the Inception report at T*+2 weeks. The list of team members conducting the survey at each border check post will need to be declared upfront.

5.8.1 Minimum team size requirement

Each team shall have at least 5 members for conducting the time and motion study for each batch at any border check post, one for each truck in each batch. Multiple such teams may be deployed simultaneously at border check posts to conduct surveys for inbound and outbound vehicles (for inter-state check posts) and import and export vehicles (for inter-country check posts). Additionally, a team leader must be assigned to each team. The team leader may coordinate multiple teams for a state or a zone.

Contractor shall analyse the team size based on the outcomes after Border Checkpost Baselineing and development of detailed approach methodology. The team size may vary on such basis. Accordingly, in the Inception Report, Contractor shall submit Team Deployment Plan for conducting survey in time.

5.8.2 Minimum qualifications for team members

Each team member in any team shall be a graduate from an accredited undergraduate college. Each team member shall be well-versed with both hardware and software involved in conducting the survey including laptop, tablet, mobile app, etc. Adequate training must be provided to each team member for effective execution of survey.

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**SECTION VI- BOQ & FORMAT FOR SUBMISSION OF
FINANCIAL BID**

6.1 FINANCIAL PROPOSAL SUBMISSION FORM

Zone :

From,
(Name & Address of the Bidder)

To,
CEO

Indian Highways Management Co. Ltd.
2nd Floor, MTNL Building, Sector –19, Dwarka
New Delhi 110 075

_____ (Date)

Dear Sir,

Subject:

Tender Ref No: _____

We, the undersigned, offer to provide the services as required in accordance with your tender document Ref no. _____ and our Proposal (Technical and Financial). Our attached financial proposal is for the sum of Rs. _____ (*Amount in words*) for ----- . This amount is inclusive of the all taxes, duties etc.

Our Proposal is binding upon us up to expiration of the validity period of the Proposal.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorised signatory:

Name and title of Signatory:

Name of Bidder:

Address:

Encl. Bill of Quantities.

6.2 BILL OF QUANTITIES

S. No	Description	Unit Price in INR	Total no. of Check post	Total Amount in INR
1	Time-and-Motion Study at interstate borders	<i>(Price to be quoted here for per check post)</i>	48	
2	Time-and-Motion Study at international	<i>(Price to be quoted here for per check post)</i>	17	
	Total Amount			
	Total Amount (In Words)			

The Employer reserves the right to order for increased or decreased quantity, by up to 25%, locations specified in the BOQ without any change in unit price.

(Authorized Signatory)

SECTION VII- FORMATS FOR SUBMISSION OF BIDS

7.1 BID FORM

_____ (Date)

From,
(Name & Address of the Bidder)

To,
CEO
Indian Highways Management Co. Ltd.
2nd Floor, MTNL Building, Sector –19, Dwarka
New Delhi 110 075

Subject: _____

Ref.: Tender No _____

Dear Sir/Madam,

After examining/reviewing the Bidding Documents for _____ etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to bid to execute the whole of the Job for the item in conformity with, the said RFP Documents, including Corrigendum / Addenda Nos. _____.

We confirm that this bid is valid for a period of **120 days** from the date of opening of Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the required performance guarantee as per the tender document.

Until a final Contract is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Signature of the Authorized signatory):

Name and Designation of the Authorized signatory:

Name and Address of Bidder:

Phone, Fax & E-Mail

7.2 UNDERTAKING

(should be on Bidder's Letterhead)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s_____ have abandoned any work of IHMCL/NHAI/MoRTH nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Employer to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Employer.
4. We confirm that we have not been blacklisted /debarred by any central/state Government department/organization or Quasi Government agencies of PSU.
5. We confirm that no criminal proceeding is pending any court of law.
6. We also confirm that we have not been convicted by any court of law for any of the offenses under any Indian laws

(Signed by an Authorized Officer of the bidder)

Title of Officer

Name of bidder

DATE

7.3 BIDDER'S ANNUAL TURNOVER

_____ (Date)

From,
(Name & Address of the Bidder)

To,
CEO
Indian Highways Management Co. Ltd.
2nd Floor, MTNL Building, Sector –19, Dwarka
New Delhi 110 075

Subject: -----

Tender Ref. No.:-----

Dear Sir/Madam,

We hereby certify that the average annual turnover of M/s. _____ (name of the bidder) for the last three financial years (ending 31st March of the previous financial year) is as given below:

Annual Turnover for the last 3 Financial Years (FYs) in Indian Rupees (INR)			
FY (2013-2014)	FY (2014-2015)	FY (2015-2016)	Average

The net worth of M/s _____ as on 31.03.2016 is profitable and positive.

Yours Sincerely,

(Signature of Statutory Auditor)

Name of the Statutory Auditor:

Name of the Statutory Auditor Firm:

Seal:

7.4 Power of Attorney

Know all men by these presents, we, M/s (name of Firm/ Company 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 quotation for empanelment as the agency for -----, proposed by Indian Highways Management Co. 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 assignment 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, 2014

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 Applicant 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 Applicant.

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.

7.5 FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

To,

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

1. WHEREAS _____[Name and address of Ad-Agency] (hereinafter called "the Service Provider") has undertaken, in pursuance of Letter of Award (LOA) No. _____ dated __/__/2016 for "Conducting application based Time & Motion Study at all Indian interstate borders & international borders adjoining Bangladesh, Nepal & Bhutan" (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: _____

Note:

* Give names of **all partners** if the Contractor is a Joint Venture/consortium.

** An amount is to be inserted by the Guarantor, representing the percentage of the contract price specified in the Contract and denominated in Indian Rupees.

7.6 Format for Non Disclosure Agreement

This Non Disclosure Agreement dated the day of _____, 2014

BETWEEN

Indian Highways Management Co. Ltd., 2nd Floor, MTNL Building, Sector-19, Dwarka, New Delhi-75
(hereinafter referred to as the “**Disclosing Party**”)

AND

_____, a company incorporated under the laws of India and having
its registered office at _____ (hereinafter referred to as
“**Receiving Party**”) (collectively referred to as “**the parties**”)

WHEREAS

In connection with “_____”, the Receiving Party as **Contractor** by the Disclosing Party, the Parties have agreed to execute this Non Disclosure Agreement to ensure that all information provided by the Disclosing Party to the Receiving Party in the course of engagement of the Receiving Party as **Contractor** is kept confidential

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

- a) “**Purpose**” shall mean “_____”, by the Receiving Party to the Disclosing Party.
- b) “**Confidential Information**” shall mean all discussions, documents, paper, discs, technology, procedure and other information of a confidential nature pertaining to, generated or disclosed by either party in any form including in writing, electronically, computerized orally or otherwise marked as “Confidential” or informed to be ‘Confidential’ or relating to the Purpose, including, without limitation:
- (i) All financial details investment plans, price specifications, schemes, technology know-how, techniques and information relating to business, investments, transactions or affairs, services being rendered, plans for business investments or for improving services and discussions on future services; and all other information, material or data relating to the current and /or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Receiving Party arising out of the Confidential Information.
 - (ii) the terms of this or any other agreement or document signed or to be signed by or between the Parties and the provisions thereof.

However, “Confidential Information” shall exclude any part of such disclosed information or data which:

- i. is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party; or
- ii. the Receiving Party can show (a) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Disclosing Party and was not previously acquired by the Receiving Party from the Disclosing Party under an obligation of confidence, or (b) to have been developed by or for the Receiving Party at any time independently of any information disclosed to it by the Disclosing Party; or
- iii. the Receiving Party obtains from a source other than the Disclosing Party without breach by the Receiving Party or such source or any obligation of confidentiality or non-use towards the Disclosing Party; or
- iv. is hereafter furnished by the Disclosing Party to a third party without restriction on disclosure or use; or
- v. is disclosed by the Receiving Party (a) with the prior written approval of the Disclosing Party, or (b) without such approval, after a period of one (1) year from the date of receipt thereof.

2. Handling of Confidential Information

The Receiving Party shall maintain the Disclosing Party's Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which the Receiving Party applies to its own Confidential Information which the Receiving Party warrants as providing adequate protection against unauthorized disclosure, copying or use. The Receiving Party shall ensure that disclosure of such Confidential Information is restricted to those employees, directors, officers, representatives, advisors, consultants or agents (collectively referred to as "**Representatives**") of the Receiving Party having the need to know the same for the Purpose. Copies or reproductions shall not be made except to the extent reasonably necessary for the Purpose and all copies made shall be the property of the Disclosing Party. All Confidential Information and copies thereof shall be returned to the Disclosing Party within seven (7) days of receipt of a written request from the Disclosing Party

The Receiving Party shall not attempt to reverse engineer, decompile, disassemble or reverse translate any Confidential Information provided by the Disclosing Party or discover the source code or trade secrets in any such Confidential Information.

Nothing in this Agreement shall limit the ability of a party to disclose such Confidential Information of the other party if such disclosure is (a) required to be made pursuant to any law or regulation, government authority, duly authorized subpoena or court order, whereupon that party shall provide prompt notice to the Disclosing Party of the Confidential Information in question, who will thereof have the opportunity to respond prior to such disclosure; (b) required to be made by a court or other tribunal in connection with the enforcement of such Disclosing Party's rights under this Agreement, or (c) is approved by the prior written consent of the Disclosing Party of the Confidential Information.

3. Limitations and Warranty

a) The Receiving Party shall (i) not divulge the Disclosing Party's Confidential Information, in whole or in part, to any third party without the prior written consent of the Disclosing Party, (ii) use the same only for the Purpose, and (iii) make no commercial use of the same or any part thereof without the prior written consent of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party shall be entitled to make any disclosure required by law of the Disclosing Party's Confidential Information.

b) The Disclosing Party warrants its right to disclose its Confidential Information to the Receiving Party and to authorize the Receiving Party to use the same for the Purpose.

4. Disclaimer

All rights in Confidential Information are reserved by the Disclosing Party and no rights or obligations other than those expressly recited herein are granted or to be implied from this Agreement. In particular, no licence is hereby granted directly or indirectly under any invention, discovery, patent, copyright or other intellectual property right now or in the future held, made, obtained or licensable by either party. Nothing in this Agreement or its operation shall constitute an obligation on either party to enter into the aforesaid business relationship or shall preclude, impair or restrict either party from continuing to engage in its business otherwise than in breach of the terms of this Agreement

5. Notices

All notices under this Agreement shall be in writing, sent by facsimile or first-class registered or recorded delivery post to the party being served at its address specified above or at such other address of which such party shall have given notice as aforesaid, and marked for the attention of that party's signatory of this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

6. No Bar on Participation in Projects initiated by the Disclosing Party

The Disclosing Party acknowledges that the advisory mandate awarded to the Receiving Party will not bar the Receiving Party or any of its group companies from bidding or participating in any projects initiated by the Disclosing Party on the ground that the Receiving Party was privy to information which was not within the public domain.

On its part the Receiving Party shall ensure, confirm and warrant that neither the Receiving Party nor any of its group companies will mis- use the information available to it in the course of the advisory mandate to derive an unfavorable advantage in bidding /participation in any projects initiated by the

Disclosing Party. The Disclosing Party on its part shall not summarily debar or reject the bid/participation of the Receiving Party on the ground that the Receiving Party was privy to confidential information and its has derived undue advantage, unless reasonable opportunity its given to the Receiving Party to put forth its say.

7. Non-Assignment

This Agreement is personal to the parties and shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other party.

9. Forbearance

No relaxation, forbearance or delay by a party in enforcing any of the terms of this Agreement shall prejudice, affect or restrict its rights, nor shall waiver by a party of any breach hereof operate as a waiver of any subsequent or continuing breach.

10. Indemnity

The Receiving Party agrees to indemnify the Disclosing Party for any loss or damage suffered due to any breach by it of its obligations under this Agreement. Damages shall include all costs, expenses and attorney's fees incurred by the Disclosing Party in the enforcement of this Agreement. PROVIDED ALWAYS THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, LOST BUSINESS, LOST SAVINGS OR LOST PROFITS OR REVENUES RESULTING FROM A BREACH OF THIS AGREEMENT EVEN IF THE BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE OCURENCE OF SUCH DAMAGES.

11. Non-Publicity

The parties shall not make any announcement or disclosure of any kind whatsoever concerning this Agreement, including without limitation the existence of this Agreement, without the other Party's prior written consent unless such announcement and/or disclosure is required by law.

12. Notwithstanding anything contained herein to the contrary, the obligations of the Parties herein shall continue for a period of one (1) year from the date of this Agreement or if a further agreement is entered into, the termination of such further agreement, whichever is the later.

13. The Receiving Party agrees that the obligations contained in this Agreement shall extend to the affiliated companies of the Receiving Party and to all its advisors and consultants. In this respect the Receiving Party represents that an agreement to keep such information confidential, on terms similar to this Agreement, is in place before disclosing any Confidential Information to such affiliate, advisor or consultant.

14. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties in respect of Confidential Information and supersedes all previous agreements, understandings and undertakings in such respect. This Agreement cannot be amended except by written agreement signed on behalf of each party by their authorized signatories.

15. Dispute Resolution

The parties shall attempt to resolve any dispute arising out of or in connection with this Agreement by mutual consultation, failing which such dispute shall be referred to and finally resolved by arbitration in India under the auspices and governed by the provisions of the Arbitration and Conciliation Act, 1996. The arbitration shall be at **Delhi** and only the courts at **Delhi** shall have the jurisdiction to try any matters arising from the arbitration. The language of the arbitration shall be in English.

16. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the laws of India

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written

On behalf of **Disclosing Party**

On behalf of Receiving Party

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

SECTION VIII- APPENDIX

6.1 Interstate border checkposts (Indicative list)

S. No.	State	Border Checkpost	Neighboring State
1	Andhra Pradesh	Tungabhadra	Karnataka
2	Andhra Pradesh	Ichchapuram	Odisha
3	Andhra Pradesh	Tada	Tamil Nadu
4	Assam	Bakshirat	West Bengal
5	Bihar	Barachatti	Jharkhand
6	Bihar	Rajauli	Jharkhand
7	Bihar	Mohania	Uttar Pradesh
8	Chhattisgarh	Chichola	Maharashtra
9	Chhattisgarh	Singhora	Odisha
10	Goa	Ramnagar	Maharashtra
11	Gujarat	Bhilad	Maharashtra
12	Gujarat	Songadh	Maharashtra
13	Gujarat	Samalaji	Rajasthan
14	Himachal Pradesh	Baddi	Haryana
15	Jammu Kashmir	Lakhanpur	Punjab
16	Jharkhand	Chordaha	Bihar
17	Jharkhand	Meghatori	Bihar
18	Jharkhand	Baharagora	West Bengal
19	Jharkhand	Chirkunda	West Bengal
20	Karnataka	Nipani	Maharashtra
21	Karnataka	Zalki	Maharashtra

22	Karnataka	Attibele	Tamil Nadu
23	Kerala	Muthanga	Karnataka
24	Kerala	Walayar	Tamil Nadu
25	Madhya Pradesh	Burhanpur	Maharashtra
26	Madhya Pradesh	Sendhwa	Maharashtra
27	Madhya Pradesh	Morena	Rajasthan
28	Madhya Pradesh	Nayagaon	Rajasthan
29	Maharashtra	Achchad	Gujarat
30	Maharashtra	Kagal	Karnataka
31	Maharashtra	Palasner	Madhya Pradesh
32	Odisha	Girisola	Andhra Pradesh
33	Odisha	Sohela	Chhattisgarh
34	Odisha	Jamsola	Jharkhand
35	Odisha	Jaleswar	West Bengal
36	Punjab	Lalru	Haryana
37	Punjab	Sambhu	Haryana
38	Rajasthan	Shahjahanpur	Haryana
39	Tamil Nadu	Gummudipoondi	Andhra Pradesh
40	Tamil Nadu	Thiruthani	Andhra Pradesh
41	Tamil Nadu	Hosur	Karnataka
42	Telangana	Adilabad	Maharashtra
43	Uttar Pradesh	Naubatpur	Bihar
44	Uttar Pradesh	Kosi Kalan	Haryana
45	West Bengal	Dalkhola	Bihar
46	West Bengal	Asansol	Jharkhand
47	West Bengal	Chichra	Jharkhand

48	West Bengal	Sonakania	Odisha
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6.2 International border checkpoints

S. No.	State	Border Checkpost	Neighboring Country
1	West Bengal	Petrapol	Bangladesh
2	West Bengal	Hilli	Bangladesh
3	West Bengal	Mahadipur	Bangladesh
4	West Bengal	Fulbari	Bangladesh
5	West Bengal	Changrabandha	Bangladesh
6	Meghalaya	Dawki	Bangladesh
7	Assam	Sutarkandi	Bangladesh
8	Tripura	Agartala	Bangladesh
9	Mizoram	Kawarpuchia	Bangladesh
10	West Bengal	Jaigaon	Bhutan
11	Assam	Hatisar	Bhutan
12	West Bengal	Panitanki	Nepal
13	Bihar	Jogbani	Nepal
14	Bihar	Raxaul	Nepal
15	Uttar Pradesh	Sonauli	Nepal
16	Uttar Pradesh	Rupaidiha	Nepal
17	Manipur	Moreh	Myanmar