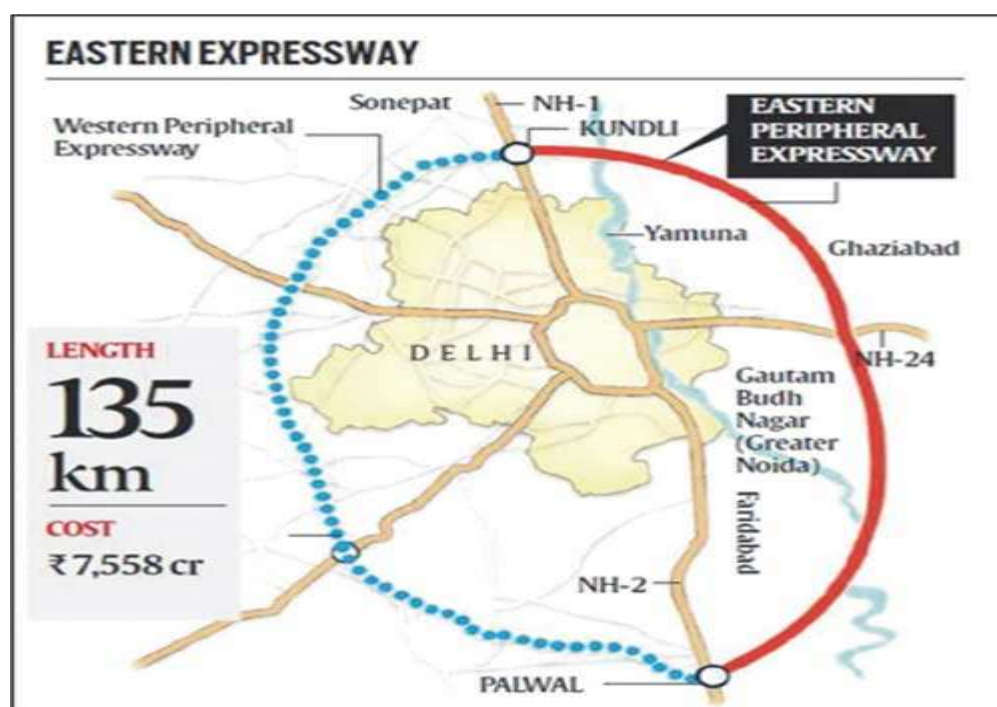


# Indian Highway Management Company Limited (IHMCL)

## RFP for Conducting Origin Destination Study and Traffic Survey on Eastern Peripheral Expressway (EPE)



\* Picture shown above is only for representation purpose.

Tender No. IHMCL/EPExp/2018/OD Survey  
Indian Highways Management Company Limited (IHMCL)  
Regd Office: Room No.402, NHAI HQ, G5&6, Sector-10, Dwarka,  
New Delhi-110075

(CIN- U74140DL2012PLC246662  
Corporate Office Sector-19, Dwarka, New Delhi-110075

Phone : email: web site:www.ihmcl.com

16-May-18

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## DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to prospective 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 and such other terms and conditions subject to which such information is provided.

This RFP does not constitute an Agreement between IHMCL or prospective Bidders or any other Party and is neither an offer nor invitation by the IHMCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparation of Technical and Financial qualification and making their financial offers (the “Bids”) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by IHMCL in relation to the project

The assumptions, assessments, statements and information contained in the RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP 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 for 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 Bidder under any law whether written or otherwise, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP 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. 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.

The issue of this RFP does not imply that IHMCL is bound to select a Bidder or to award the project to the Successful Bidder

## PART-I: NOTICE INVITING TENDER

### 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)	Agreement period	Closing date and time
Conducting Origin Destination Study and Traffic Study at Eastern Peripheral Expressway (EPE)	INR 1,00,000/- (Rupees One Lakh Only)	INR 5,000/- (Rupees Five Thousand Only)	03 (three) months or till the completion of surveys whichever is later	28.05.18 till 03:00 PM

The RFP document to be downloaded from the NHAI/IHMCL 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.

IHMCL 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:

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

## PART II

### 2.0 DEFINITIONS

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

**“Applicable Law”** means the laws, rules or regulations and any other instruments, having the force of law in Republic of India, as in force from time to time.

**“Authorized Representative”** means any person/agency authorized by IHMCL.

**“Bidder”** means, a company which participates in the Bid process and submits its proposal pursuant to this RFP.

**“Commencement date”** means the date upon which the Service Provider receives the notice to commence the work issued by the IHMCL.

**“Contract”** shall mean & include RFP, Notice for Inviting Tender (NIT), the tender documents and letter of acceptance thereof and the formal agreement, to be executed between IHMCL and the Service Provider together with the complete documents referred to therein including the conditions with appendices and any special conditions, the specifications, designs, drawings, bill of quantities with rates and amounts. All these documents taken together shall be deemed to form one Contract and shall be complementary to each other

**“IHMCL”** means Indian Highways Management Company Ltd.

**“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.

**“Letter of Award (LOA)”** means the issue of a signed letter by the IHMCL to Successful Bidder conveying its intention to accept the offer of Successful Bidder and awarding the work mentioning the total Contract Value.

**“Local Currency”** means the Indian Rupees

**“MoRTH”** means Ministry of Road Transport and Highways

**“NHAI”** means National Highways Authority of India ..

**“Party”** shall mean IHMCL or Bidder individually and “Parties” shall mean IHMCL and Bidder collectively.

**“Personnel”** means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.

“RFP” shall mean this Request for Proposal dated...., including the written clarifications & Corrigendum/Addendum issued by IHMCL in respect of the RFP from time to time.

“Services” means requirements defined in this RFP including all additional services associated thereto to be delivered by the Successful Bidder.

“Successful Bidder” means the Bidder, who, after the complete evaluation process, has been issued the Letter of Award by IHMCL

**Service Provider**” means the Successful Bidder who has executed the contract with IHMCL and has complied with other requirements as specified in this RFP to the satisfaction of IHMCL

### PART-III INSTRUCTIONS TO BIDDERS

#### 3. Bid Conditions

##### 3.1 Eligibility to Bid: -

Bidders who fulfil following eligibility criteria are eligible to bid- A Bidder shall have experience of conducting minimum 10 Origin Destination surveys of minimum 3 days duration each (roadside interview based) as on 31-03-2018.

- i. A Bidder shall have experience of conducting atleast 50 traffic surveys using Portable Automatic Traffic Counter and Classifier system of minimum one week duration each, as on 31-03-2018.
- ii. A Bidder shall have experience of conducting network modelling, traffic projections and APC (Annual Potential Collection Calculation) of atleast 2 projects as on 31-03-2018.
- iii. A Bidder shall have positive networth in each of the last three consecutive financial years, the last financial year being taken as financial year ended on 31<sup>st</sup> March-2017.

*(A certificate from Chartered Accountant as proof for the above in the enclosed format)*

iv. A Bidder shall have average annual turnover of Rupees 4 Crore for last three Financial Years the last financial year being taken as financial year ended on 31<sup>st</sup> March-2017.*(A certificate from Chartered Accountant as proof for the above in the enclosed format)*

iv. The Bidder shall be, a Company incorporated and registered in India under the Companies Act, 2013 or any other previous Company Law.  
*(Documentary proof (copy of certificate of incorporation) shall be submitted as part of the eligibility documents)*

- v. No Joint Venture or Consortium is allowed for this project.
- vi. The documentary proof in support of the experience(in the form of copy

of work order and completion certificate from its clients indicating the names of projects undertaken, scope of work of each project, name of client, start date, date of completion, value of the project etc.) shall be submitted as part of the eligibility documents. The details of the said proofs of experience should be submitted in the format prescribed below .

Name of Work	Client	Project Type ( Traffic Survey/OD Survey/Network Modelling)	Survey Duration (In case of Traffic Survey/OD Study)	Certificate Placed at

vii. A subsidiary Company registered in India (Indian co)of such Foreign Company as fulfills the eligibility criteria and is otherwise eligible to bid under this RFP but for being a Foreign Company (Holding company) may also participate,. For considering the experience of the Holding Company, the Indian Co should provide a Deed of Guarantee from the Holding Company confirming thereby:

- (i) perpetual and unconditional access to expertise, personnel and facilities of the Holding Company to the Indian Co;
- (ii) sharing of risks and profits of the Indian Co by the Holding Company; and
- (iii) that the Holding Company is holding and shall continue to hold 51% (Fifty one percent) shareholding in Indian Co at all times during the Contract period and sufficient representation in the management of Indian Company to control the activities of such Indian Company.

### 3.2 POWER OF ATTORNEY:-

The Bidder should submit a notarized Power of Attorney in the format provided at Para 6.4 authorizing the signatory of the Bid to sign the Bid and all related documents.

### 3.3 CONTENT OF RFP

- a. The RFP should be read in conjunction with any addenda or clarifications issued subsequent to publication of RFP.
- b. Bidders are advised to study the RFP 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 RFP with full understanding of its implications. Bids not complying with all the stipulations and requirements as set forth in this RFP are liable to be rejected at the sole discretion of IHMCL. Failure to furnish all information required in the RFP or submission of

a bid not substantially responsive to the RFP in all respects will be at the Bidder's risk and may result in the rejection of the bid.

### **3.4 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.

### **3.5 CLARIFICATION ON RFP**

- a. All Bidders are required to go through the RFP document and submit their queries/ clarifications to IHMCL in writing within 03 days from the date of publication of this RFP. IHMCL will neither acknowledge nor respond to any queries received after this date.
- b. Pre-Bid meeting(s) will be held at NHAI's office at G 5 & 6, Sector-10, Dwarka, New Delhi-110075 or 2<sup>nd</sup> Floor MTNL Building Sector-19 Dwarka, New Delhi - 110078 on 21.05.2018 at 11.00 AM
- c. IHMCL will publish the clarifications to the bidders' queries on NHAI/IHMCL website only. No separate information or communication will be sent to any particular Bidder in this regard.
- d. Save and except as provided in this RFP, IHMCL shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.
- e. Bids shall be deemed to be under consideration immediately after the Bids are opened and until such time IHMCL makes official intimation of qualification or disqualification to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under this RFP, from approaching or contacting through any means, IHMCL and/ or their employees/ representatives on matters related to the Bids under consideration.

### **3.6 AMENDMENT OF RFP**

- a. At any time prior to the closure of time 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 RFP by issuing amendment(s) or Corrigendum.
- b. Any Corrigendum /Addendum issued as aforesaid shall be part of the RFP and shall be displayed /communicated on website [www.ihmcl.com](http://www.ihmcl.com), [www.nhai.org](http://www.nhai.org). No separate information will be passed to any Bidder in this regard.

### **3.7 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 language only.

### **3.8 SUBMISSION OF BID**

The bids shall be submitted in a sealed envelope superscripted "Bid for conducting



OD Study and Traffic Survey on Eastern Peripheral Expressway”, which should contain following sealed envelopes:

**Envelope 1: Superscripted Technical Bid**

- i. Application fee of Rs. 5,000 in the form of DD
- ii. EMD of Rs. 1,00,000 (Rupees One Lakh only) in the form of DD
- iii. Technical Bid.

The technical bid shall contain the following:

- a. Index of documents with page number;
- b. A cover letter on the letter head of the Bidder in the prescribed format at 6.1
- c. Power of Attorney (in original) in favor of the authorized signatory of the bidder in the prescribed format at 6.4; 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 in support of justifying the eligibility criteria prescribed in this document.

**Envelope 2: Financial Bid**

- (i) Financial Bid(s) for conducting OD Study and Traffic Survey on Eastern Peripheral Expressway superscribing “Financial Bid”

3.9 For the avoidance of doubt, the Technical and Financial Bids should be placed in separate sealed envelopes superscribing “Technical Bid” and “Financial Bid” respectively, which shall be then placed in a sealed master envelope.

Technical Bid shall be submitted in hard binding cover duly indexed with all page numbers.

**3.10 BID PRICE**

3.10.1 The Bidder shall indicate the prices in Indian Rupees only.

3.10.2 Prices quoted by the Bidder shall be fixed for the entire Contract period. Bids submitted with adjustable price quotations will be rejected.

**3.11 BID VALIDITY**

3.11.1 Bids shall remain valid for a period of 180 days from the last date of Bid submission. Any Bid valid for a shorter period shall be rejected as non-responsive.

3.11.2 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; however, no modification to such bid shall be permitted.

**3.12 DOCUMENT FEE AND BID SECURITY**

3.12.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD) /Bid Security for an amount INR 1,00,000/- (Rupees One Lakh only) The Successful Bidder's EMD will be

returned, without any interest, upon the Successful Bidder signing the Contract and furnishing the Performance Security in accordance with the provisions thereof. IHMCL may, at the Successful Bidder's option, adjust the amount of EMD in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract.

3.12.2 Document fee: The document fee (non-refundable) of Rs. 5000/- (Rupees Five thousand only) in the form of a demand draft / pay order drawn in favour of "Indian Highways Management Company Limited ." Drawn on any Scheduled bank payable at New Delhi shall be submitted by the Bidder.

3.12.3 The Earnest Money shall be in the form of a demand draft / pay order drawn in favour of "Indian Highways Management Company Limited ." Drawn on any Scheduled bank payable at New Delhi.

3.12.4 Any bid not accompanied by an acceptable Earnest Money Deposit and Document Fee shall be rejected by IHMCL as non-responsive.

3.12.5 The Earnest Money Deposit of unsuccessful bidders will be returned as promptly as possible, after expiry of the period of Bid Validity prescribed by IHMCL.

3.12.6 The Earnest Money of the Successful Bidder will be discharged when the Successful Bidder has furnished the required Performance Security and signed the Contract.

3.12.7 The Bid Security / Earnest Money will be forfeited:

3.12.7.1 if the Bidder withdraws or modifies the Bid during the period of Bid validity;

3.12.7.2 if the Bidder does not accept the correction of the bid price, pursuant to clause 3.23 ;

3.12.7.3 in the case of a Successful Bidder, if the Bidder fails within the specified time limit to -

- a. sign the Contract; and/or
- b. Furnish the required Performance Security; or
- c. if the Bidder is found to be engaged in corrupt or fraudulent practices.

### **3.13 ALTERNATIVE PROPOSALS BY BIDDERS**

Bidder shall submit only one offer that fully complies with the requirement of the RFP including conditions of Contract. Conditional offer or alternate offer will not be considered further in the process of tender evaluation.

### **3.14 FORMAT FOR SIGNING OF BID**

- 3.14.1 The Bidders are required to fill up and submit all the formats.
- 3.14.2 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.
- 3.14.3 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.

### **3.15 FORMAT FOR SUBMISSION OF PROPOSALS**

- 3.15.1 Technical Bid 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 binding will summarily be rejected. Spiral bound document shall be summarily rejected.
- 3.15.2 The outer envelope shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is received after Bid Submission Time is over and is, therefore declared “Late Received”.
- 3.15.3 If the envelopes containing Bid Documents are not sealed and/or marked as required herein above , IHMCL will assume no responsibility for the Bid’s misplacement or premature opening.

### **3.16 DEADLINE FOR SUBMISSION OF BID**

- 3.16.1 Complete Bid containing all envelopes as specified under Clause 3.8 must be received by IHMCL at the address specified in the NIT on or before 28.05.2018 up to 15:00 Hrs(IST). In the event of the specified date for the submission of Bids being declared a Non-working day for IHMCL, the Bids will be received up to the specified time on the next working day.
- 3.16.2 IHMCL may, at its discretion, extend the deadline for submission of Bids by issuing an amendment in which case all rights and obligations of the IHMCL and the Bidders previously subject to the original deadline will thereafter be subject to the deadline extended.
- 3.16.3 Offer by fax / e-mail will not be accepted and shall be treated as void ab-initio.

### **3.17 LATE SUBMISSION**

Bids received after the deadline shall not be considered and shall be rejected and returned to the Bidder unopened. No representation or communication would be

entertained in this regard from any Bidder.

### **3.18 MODIFICATION AND WITHDRAWAL OF BIDS**

- 3.18.1 Bidders may modify or withdraw their Bid before the deadline.
- 3.18.2 The modifications or withdrawal shall be submitted in a separate sealed envelope and marked as 'Modifications or withdrawal' as appropriate. No Bid shall be modified or withdrawn after the deadline for submission of Bids. In case a Bidder withdraws its Bid after the deadline for submission, the EMD of such Bidder would be forfeited .

### **3.19 OPENING OF BIDS**

- 3.19.1 Technical Bids will be opened at 16:00 Hrs(IST) on 28.05.2018 at IHMCL Corporate Office , 2nd Floor , MTNL Building, Sector -19,Dwarka,New Delhi-110075/NHAI HQ G 5 & 6,Sector -10,Dwarka,New Delhi-110075 .
- 3.19.2 Bidder's authorized representative may attend the opening, and those who are present shall sign the Attendance Sheet evidencing their attendance.
- 3.19.3 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.
- 3.19.4 Technical Bids shall be opened first and based upon the evaluation of Technical Bids , IHMCL shall announce the names of the Bidders who have qualified for opening of Financial Bids. It is hereby clarified that Financial Bids of only such Bidders who are declared qualified as stated herein shall be opened.

### **3.20 EXAMINATION AND EVALUATION OF BIDS**

- 3.20.1 Any time during the process of evaluation, IHMCL may seek for clarifications from any or all Bidders. Failure of any Bidder to provide the required clarifications within the stipulated timeline may result in rejection of its Bid, at the sole discretion of IHMCL.

#### 3.20.2 Phase-1: Document Fee & EMD/Bid Security:

First, the envelope containing Document fee and Bid Security will be opened and if both are found to have been furnished by the Bidder in the prescribed manner to the satisfaction of IHMCL, then the second envelope containing Technical Proposal documents shall be opened. At any stage during the evaluation, if the EMD is found to be invalid, the respective Bidder's Bid shall be summarily rejected.

#### 3.20.3 Phase-2: Technical Proposal Evaluation:

The Technical Bids will be evaluated by an Evaluation Committee. The Bidder shall have to fulfil all the Eligibility Criteria as specified here in, in totality and submit all the required documents. These documents will be scrutinized in this phase of evaluation. 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.

#### 3.20.4 Phase-3:Financial Proposal Evaluation:

The Financial Proposals of ONLY the Bidders who are declared as qualified in accordance with Para 3.19.4 will be evaluated. The Financial Proposal Evaluation will be based on the "Total Cost", which would be the total payouts, but will exclude the applicable GST,.

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, its 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.

### **3.21 Tests of responsiveness**

As part of Bid evaluation process, IHMCL shall first determine whether each Bid is responsive to the requirements of this RFP. A bid shall be considered responsive only if:

- (a) Technical and Financial qualification Bid is received as per the format required under this RFP;
- (b) Bid is accompanied by the EMD and the application fee as specified in Clause 3.12.1 and 3.12.2
- (d) Bid is accompanied by the Power of Attorneys in the format as required under this RFP;
- (e) Bid contains all the information as required (complete in all respects);
- (f) Bid does not contain any condition or qualification;
- (g) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding.
- (h) it is not non-responsive in terms hereof

3.22 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 thereof.

### **3.23 IMBALANCED BID**

If the Bid of the Successful Bidder is seriously imbalanced in relation to the IHMCL's estimate of the cost of work to be performed under the Contract, IHMCL may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of the proposed System. After evaluation of the price analyses, IHMCL may require that the amount of the Performance Security set forth in [Clause 3.30](#) be increased and an additional Performance Security may be obtained at the expense of the Successful Bidder to a level sufficient to protect IHMCL against financial loss in the event of default of the Successful Bidder under the Contract. The amount of the additional increased Performance Security shall be equal to the seriously imbalanced amount, which shall be final, binding and conclusive on the Bidder.

### **3.24 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 IHMCL's processing of Bids or award decisions may result in the rejection of his Bid.

### **3.25 AWARD CRITERIA**

- 3.25.1 Subject to [Clause 3.26](#), the IHMCL will award the Contract to the Bidder whose Bid has been determined to be responsive in terms of this RFP and the Bid price has been found to be lowest.
- 3.25.2 IHMCL reserves the right to order for increased or decreased quantity, by up to 40%, of survey locations specified in the BOQ without any change in unit price.

### **3.26 IHMCL 'S RIGHT TO REJECT ANY OR ALL BIDS**

Notwithstanding anything contained herein, 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.

### **3.27 NOTIFICATION OF AWARD OF CONTRACT**

- 3.27.1 Prior to the expiration of the Bid validity, IHMCL will notify the Successful Bidder that his Bid has been accepted. IHMCL will mention the contract value in the LOA.
- 3.27.2 The Contract will incorporate all agreements between IHMCL and the Successful Bidder. It will be signed by IHMCL and the Successful Bidder after the performance security is furnished by the Successful Bidder. IHMCL will issue notice to commence the work after signing of Contract.
- 3.27.3 Upon furnishing of the Performance Security by the Successful Bidder, IHMCL 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 with the Successful Bidder or after the expiry of the validity period of the Bids, whichever is earlier.

### **3.28 CONFIDENTIALITY**

- 3.28.1 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.
- 3.28.2 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising IHMCL in relation to, or matters arising out of, or concerning the bidding process. 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 as may be required by law or in connection with any legal process or such information which would be available in public domain.
- 3.28.3 At all times during the performance of the Services, the Bidder shall abide by all applicable IHMCL ,NHAI/ 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 .
- 3.28.4 The Successful Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract, 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 as part of signing of the Contract.

The obligations of confidentiality under this section shall survive termination of the Contract.

- 3.28.5 Bidders shall not be under a declaration of ineligibility or blacklisting 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.

### **3.29 SIGNING OF CONTRACT**

IHMCL shall ask the Successful Bidder to furnish the Performance Guarantee and also to execute the Contract Agreement.

### **3.30 PERFORMANCE SECURITY**

- 3.30.1 Within 10 (Ten) days of the receipt of the Letter of Award, the Successful Bidder shall submit an irrevocable and unconditional Bank guarantee issued in the name of IHMCL for an amount of Rs. 2,00,000/- (Rupees Two Lakh only) issued by a Bank described under [clause no: 3.31](#) which shall be verified at any branch located in the National Capital territory of Delhi as performance security for the due performance of its obligations under the Contract.
- 3.30.2 The aforesaid Bank Guarantee shall be as per the format given in [Para -6.5](#) and will be valid for a period of 180 days after the expiry of Contract period and shall also have a minimum claim period of 1 year.

### **3.31 BANK GUARANTEE (BG)**

3.31.1 The Bank Guarantee in the name of IHMCL issued by the following banks would only be accepted:-

3.31.1.1 Any Nationalized Bank

3.31.1.2 Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 crore as per the latest Audited Balance Sheet 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

3.31.1.3 A Foreign Bank (issued by a branch outside India) with a counter guarantee from any Indian Nationalized Bank.

3.31.1.4 Export Import Bank of India

3.31.2 The acceptance of the Bank Guarantees shall also be subject to the following conditions:-

3.31.2.1 The capital adequacy of the Bank shall not be less than the norms prescribed by RBI

3.31.2.2 The bank guarantee issued by a Cooperative Bank shall not be accepted.

### **3.32 CORRUPT OR FRAUDULENT PRACTICES**

IHMCL will reject a proposal for award and appropriate the EMD or the Performance Security, as the case may be, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

IHMCL will declare the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract by IHMCL if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.



“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or employee of IHMCL 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 IHMCL 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 IHMCL of the benefits of free and open competition.

### **3.33 MISCELLANEOUS**

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

3.33.2 IHMCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

3.33.2.1 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;

3.33.2.2 consult with any Bidder in order to receive clarification or further information;

3.33.2.3 retain any information and/ or evidence submitted to IHMCL by, on behalf of, and/ or in relation to any Bidder; and/ or

3.33.2.4 independently verify, disqualify, reject and/ or accept any or all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

3.33.3 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 laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

3.33.4 If the Bidder has committed a transgression under this RFP such as to put its reliability or credibility into question, IHMCL shall be entitled to blacklist and debar such Bidder for any future tenders/contract award process in its sole and absolute discretion.

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## **PART 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 as in force in Republic 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 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.

### **4.6 PAYMENT TERMS**

4.6.1 Payments will be made in Indian Rupees only

4.6.2 The payment shall be made after successful completion of surveys at the designated locations and submission of deliverables as per clause 5.5 The schedule of payment shall be as under:

- (a) 100% payment normally within 60 days of submission of undisputed invoice.
- (b) 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 their 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 request the Contractor to remedy such failure within a period not exceeding seven (07) days after receipt by the Service Provider of such notice of suspension.

### **4.7 PRICES**

- a) GST as applicable, which will be levied on the goods and services invoiced by the Service Provider to IHMCL, will be reimbursed on actual basis.
- b) IHMCL reserves the right to ask the Service Provider to submit proof of payment

against any of the taxes, duties, levies indicated.

- c) All payments shall be made subject to adjustment of applicable damages.
- d) No amount or cost shall be payable for holding discussion, as considered necessary by IHMCL, for any purpose with IHMCL's Officials at IHMCL's Head Office or elsewhere, prior, during or after the conduct of an assignment.
- e) Prices quoted by the bidder shall be excluding GST and fixed for the entire Contract period.

#### **4.8 START OF ASSIGNMENT**

- 4.8.1 Service Provider shall submit survey schedule of all locations within 07 days of issuance of the letter of commencement of works, and survey shall be commenced within 07 days after approval of survey schedule by IHMCL.
- 4.8.2 The Service Provider shall have sufficient teams to complete the surveys and submit the deliverables as per clause 5.5 for the locations awarded to him. Non-fulfillment of this requirement or delay in completion of traffic survey assignments would attract penalties.

#### **4.9 DAMAGES**

- 4.9.1 Delay in commencement of assignments (as per 4.8.1): Damages of Rs. 5000/-per day upto to a maximum of Rs. 50,000/- shall be imposed.
- 4.9.2 Delay in submission of survey reports as per clause 3.5: Damages of Rs. 5000/- per day upto to a maximum of Rs. 50,000/- per assignment shall be imposed.
- 4.9.3 Non-completion of survey assignments: Each number of survey shortfall shall attract Damages of Rs. 1,00,000 (Rupees One Lakh only).
- 4.9.4 IHMCL will conduct random checking of the survey report(s). In case the accuracy levels fall below the specified limit indicated in **Part V**, Damages shall be imposed as below:

(a) 1<sup>st</sup> attempt: The Contractor will be asked to correct the report. Damages of Rs. 5000/- per day per assignment will be imposed after 02 days from the date of notice for correction till receipt of corrected report.

The contractor shall provide the corrected report(s) in the manner and quantity specified in **Part V**.

(b) 2<sup>nd</sup> attempt: If IHMCL finds any inaccuracies in the corrected report, no payment will be made for that assignment

- 4.10 In case IHMCL is of the view that the delay is due to reasons beyond the control of the Service Provider, suitable extension of time may be granted to the Service

Provider with or without imposing any Damages on such Service Provider in the absolute discretion of IHMCL.

Damages shall be payable by the Service Provider within 5 days of imposition thereof by IHMCL, failing which the same shall be deducted from the payments to be made to the Service Provider or from the Performance Security as deemed appropriate by IHMCL.

The Damages payable, as set forth in this Contract, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “Damages”).

#### **4.11 CONTRACT PERIOD**

The total contract period shall be for a period of 03 (three) months or till the completion of surveys whichever is later.

#### **4.12 INSURANCE**

The Service Provider shall effect and maintain at its own cost, during the Contract period, such insurances for such maximum sums as may be required under the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice to cover third party claims and Force Majeure events.

#### **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 of a Force Majeure event 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 Service Provider shall promptly notify IHMCL in writing of such condition and the cause thereof. Unless otherwise directed by IHMCL, the Service Provider 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 Parties shall be excused from performance of their respective obligations in whole or part as long as such Force Majeure event continues to prevent or delay such performance by the Parties. However, in case such Force Majeure event lasts for a continuous period of 60 days, either Party may terminate the Contract.

#### **4.14 INDEMNIFICATION**

4.14.1 The Service Provider shall indemnify, defend, save and hold harmless, IHMCL, NHAI and MoRTH and their officers, servants, agents (hereinafter referred to as the “IHMCL Indemnified Persons”) against any direct loss, damage, claims, cost and expense of whatever kind and nature (including without limitation, legal fees, claims and expenses incurred in

connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of or are based upon any order passed by any statutory authority including Courts, tribunals or other judicial/quasi judicial authorities, on account of breach of the Service Provider's obligations under this Contract or any other related agreement or otherwise, any fraud or negligence attributable to the Service Provider or its Agents under contract or tort or on any other ground whatsoever, all eventualities of theft, dacoity, robbery, etc., except to the extent that any such suits, proceedings, actions, demands and claims has arisen due to any breach or default of this Contract on the part of the IHMCL Indemnified Persons.

- 4.14.2 The Service Provider shall indemnify IHMCL Indemnified Persons from all legal obligations in respect of professionals deployed by the Service Provider. The IHMCL Indemnified Persons also stand absolved of any liability on account of death or injury sustained by the Service Provider's staff during the performance of their work and also for any damages or compensation due to any dispute between the Service Provider and its staff.
- 4.14.3 In addition to the aforesaid, the Service Provider shall fully indemnify, hold harmless and defend the IHMCL Indemnified Persons from and against any and all direct loss, damage, cost and expense of whatever kind and nature (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Service Provider or by the Agents in performing the Service Provider's obligations or in any way incorporated in or related to this Contract. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Service Provider shall make every reasonable effort, by giving a bond (of the type and value as required) or otherwise, to secure the revocation or suspension of the injunction or restraint order and continue to perform its obligations hereunder. If the Service Provider is unable to secure such revocation within a reasonable time, it shall, at its own expense, and without impairing the Specifications and Standards, shall rectify such defaults and shall also be liable for damages to IHMCL for the corresponding loss during the interim period on this account.
- 4.14.4 The provisions of this Clause 4.14 shall survive Termination.
- 4.14.5 The remedies provided under this Clause 4.14 are not exclusive and shall not limit any rights or remedies that may otherwise be available to IHMCL Indemnified Persons at law or in equity.

#### **4.15 TERMINATION**

- 4.15.1 ON EXPIRY OF THE CONTRACT: Subject to the condition mentioned under Clause 4.11 ,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 further renew the Contract Period 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: IHMCL may terminate the Contract if the Service Provider causes a fundamental breach of the Contract. Fundamental breach of Contract include, but shall not be limited to, the following:

- a) The Service Provider fails to carry out any obligation under the Contract.
- b) The Service Provider without reasonable excuse fails to commence the work in accordance with [clause 4.8](#).
- c) Has failed to furnish the required securities or extension thereof in terms of the Contract.
- d) the Service Provider stops work and the stoppage has not been authorized by IHMCL;
- e) the Service Provider 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 Service Provider, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract.
- g) The Service Provider sub-contracts any assignment under this Agreement without approval of IHMCL.
- h) Any other fundamental breaches as specified in the RFP.

4.15.4 Notwithstanding the above, IHMCL may terminate the Contract in its sole discretion by giving 30 days prior notice without assigning any reason.

4.15.5 Upon Termination (except on account of expiry of Term of this Agreement, Force Majeure or for Clause 4.15.4), the IHMCL shall be entitled to:

- (i) appropriate the entire Performance Security or part thereof as Damages; and
- (ii) Debar/Blacklist the Service Provider from participating in any other project/assignment/work of IHMCL for a period as determined by IHMCL in its sole discretion.

#### **4.16 ARBITRATION/ RESOLUTION OF DISPUTES**

4.16.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to the Contract (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 4.16.4.

4.16.2 The Parties agree to use their best efforts for resolving all Disputes arising

under or in respect of the Contract promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

#### **4.16.3 Mediation**

In the event of any Dispute between the Parties, either Party may call upon the Chairman in case of IHMCL or his nominee and the Managing Director/ /CEO/Director , as the case may be, in case of the Service Provider to mediate in arriving at an amicable settlement thereof. If after expiry of 30 days of receipt of the documents in relation to the Dispute or such extended period as the Parties may agree in writing, the Dispute remains unresolved, the Parties shall attempt to resolve the dispute through conciliation and/or Arbitration under the Arbitration and Conciliation Act, 1996, in accordance with the procedure specified in Clause 4.16.4 and Clause 4.16.5

#### **4.16.4 Conciliation**

The Parties shall attempt to select one of the experts from the list of empanelled arbitrators of the Society for Affordable Redressal of Disputes (“SAROD”) as the Conciliator to mediate and assist the Parties in arriving at an amicable settlement thereof. If the Parties fail to agree on nominating a conciliator within 15 (fifteen) days or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 60 (sixty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 4.16.5.

#### **4.16.5 Arbitration**

Any Dispute which is not resolved amicably by conciliation, as provided in Clause 4.16.4, shall be finally settled by arbitration as set forth below:

- i. The Dispute shall be referred to the SAROD. The dispute shall be dealt with in terms of Rules of SAROD. The detailed procedure for conducting Arbitration shall be governed by the Rules of SAROD and provisions of Arbitration & Conciliation Act, 1996, as amended from time to time.
- ii. The seat of Arbitration shall be New Delhi and the language for all documents and communications between the parties shall be English.
- iii. The expenses incurred by each party in connection with the preparation, presentation, etc., of arbitral proceedings shall be borne by each party itself.

4.16.6 The arbitrators shall make a reasoned award (the “Award”).

4.16.7 The Service Provider and IHMCL agree that an Award may be enforced against the Service Provider and/or IHMCL, as the case may be, and their respective assets wherever situated.

4.16.8 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending any proceedings hereunder. Further, the

Parties unconditionally acknowledge and agree that notwithstanding any Dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with this Clause.

#### **4.17 Appropriation of Performance Security**

- 4.17.1 Upon failure of the Service Provider to commence the services, for any reason whatsoever, within the period set forth in this Contract or the extended period thereunder, the IHMCL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to levy Damages as per Clause 4.9 hereinabove.
- 4.17.2 The IHMCL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages or any other amounts payable to IHMCL under this Contract as and when such Damages or other amounts become due and payable. Upon such encashment and appropriation from the Performance Security, the Service Provider shall, within 10 days thereof, replenish, in case of partial appropriation, to its original level of the amount guaranteed under the Performance Security, and in case of appropriation of the entire Performance Security, provide a fresh Performance Security, as the case may be failing which IHMCL shall be entitled to terminate this Agreement in accordance with clause 4.15 hereof.

#### **4.18 MISCELLANEOUS**

##### **4.18.1 Standard of Performance**

The Service Provider shall undertake to perform the services with the highest standards of professional and ethical competence and integrity which are, amongst others, ESSENCE of this assignment. Keeping in view the sensitivity involved in such assignments, the personnel deployed should maintain confidentiality/integrity at all times and should work in a professional manner to protect the interest of IHMCL. The firm shall promptly replace any personnel deployed under this contract that IHMCL considered unsatisfactory.

##### **4.18.2 Representations and Warranties of the Parties**

The Parties represents and warrants to the each other that:

- (a) it is duly organized and validly existing under the applicable laws, and has full power and authority to execute and perform its obligations under this Contract and to carry out the transactions contemplated hereby;
- (b) it has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this Contract and to validly



- exercise its rights and perform its obligations under this Contract;
- (c) this Contract constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Contract will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
  - (d) the information furnished in the Bid and as updated on or before the date of this Contract is true and accurate in all respects as on the date of this Contract;
  - (e) the execution, delivery and performance of this Contract will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association [or those of any member of the Consortium] or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
  - (f) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Contract or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Contract;

#### **4.18.3 Waiver of immunity**

Each Party unconditionally and irrevocably:

- (a) agrees that the execution, delivery and performance by it of this Contract constitute commercial acts done and performed for commercial purpose;
- (b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Contract or any transaction contemplated by this Contract, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;)
- (c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- (d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

#### **4.18.4 Waiver**

- 4.18.4.1 Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Contract:
- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Contract;
  - (b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
  - (c) shall not affect the validity or enforceability of this Contract in any manner.
- 4.18.4.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Contract or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

**4.18.5 Liability for review of Documents**

Except to the extent expressly provided in this Contract:

- (a) no review, comment or approval by IHMCL, any document submitted by the CService Provider nor any observation or inspection of the Services performed by the Contractor nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Contractor from its obligations, duties and liabilities under this Contract, the Applicable Laws and applicable permits; and
- (b) IHMCL shall not be liable to the Service Provider by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

**4.18.6 Exclusion of implied warranties etc.**

This Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

**4.18.7 Survival**

4.18.7.1 Termination shall:

- a. not relieve the Contractor or IHMCL, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- b. except as otherwise provided in any provision of this Contract expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the

effectiveness of such Termination or arising out of such Termination.

4.18.7.2 All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination

#### **4.18.8 Entire Agreement**

This Contract, the RFP and the Sections hereto together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Contract are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Contractor arising from the Request for Proposals shall be deemed to form part of this Contract and treated as such.

#### **4.18.9 Severability**

If for any reason whatever any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Contract or otherwise.

#### **4.18.10 No partnership**

This Contract shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

#### **4.18.11 Third parties**

This Contract is intended solely for the benefit of the Parties and their respective successors and permitted assigns and nothing in this Contract shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Contract.

#### **4.18.12 Successors and assigns**

This Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

#### **4.18.13 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Contract shall be in writing and shall:

- (a) in the case of the Contractor, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Contractor may from time to time designate by notice to IHMCL; provided that notices or other communications to be given to an address outside Delhi may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Contractor may from time to time designate by notice to IHMCL;
- (b) in the case of IHMCL, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the [•] of IHMCL with a copy delivered to the Authority Representative or such other person as IHMCL may from time to time designate by notice to the Contractor; provided that if the Contractor does not have an office in Delhi it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- (c) any notice or communication by a Party to the other Party given in accordance herewith shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery

#### **4.18.14 Sub-Contracting**

The Service Provider shall not sub-contract any assignment to a third party. The Service Provider shall remain solely responsible for all works under this Agreement.

#### **4.18.15 Confidentiality of the Assignment/Findings**

The agency shall not, during the term of assignment and within two years after its expiration, disclose any propriety or confidential information relating to the services, this assignment or the IHMCL's business or operations without prior written consent of IHMCL.

**4.18.16 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties as the case may be, has been obtained.

**4.18.17 Language**

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English language.

For & behalf of IHMCL

By  
Authorised Representative

2. Signature  
Name  
Address

For & behalf of  
(Contractor)

Witness

1. Signature  
Name  
Address

By  
Authorised Representative

2. Signature  
Name  
Address

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xxxx

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**Section – V**  
**Scope of Work**

**5.1 Background: -**

The Eastern Peripheral Expressway project (NH No. NE-II) having total length of 135 kilometers is full access controlled 6 – lane divided carriageway starting at km 36.083 near Kundli on NH – 1 and ending at km 64.330 near Palwal on NH-2 passing through the states of Haryana (Sonapat and Faridabad Districts) & Uttar Pradesh (Baghpat, Ghaziabad and Gautam Budh Nagar Districts) excluding complete interchange at the junction with NH – 1 and including complete interchange at the junction with NH-2 besides provisions of other interchanges as described in the following paras.

**5.2 Scope of Work: -**

EPE being a new green field facility, currently no traffic is in existence. However, based on the traffic on various National Highways / State Highway and other roads radiating from Delhi and adjoining cities, the Successful bidder shall be required to estimate the traffic projections based on the O-D and traffic surveys conducted on the various intersecting roads from where the traffic is likely to get diverted.

The brief scope of work involves the following:

- i) The Service Provider shall carry out 7-day (24 hour, both directions) traffic surveys using portable ATCC System alongwith videography of complete duration simultaneously at all the 8 intersection roads of the EPE project. Details of EPE intersection points is as follows:-

S. No.	Location of Toll Booth / Toll Plaza (chainage)	Location of Survey (chainage)
1.	(Main Plaza) (Village Jakhauli/ Distt. Sonapat)	5.500 Km
2.	(VillageMawikalan/ Distt. Baghpat)	15.36 Km
3.	(VillageDuhai/ Distt. Ghaziabad)	44.512 Km
4.	(VillageDasna/ Distt. Ghaziabad)	52.192 Km
5.	(VillageBilakbarpur/ Distt. GB Nagar)	72.724 Km
6.	(VillageFatehpur Rampur/ Distt. GB Nagar)	83.005 Km
7.	(VillageMaujpur/ Distt. Faridabad)	108.570 Km
8.	(Main Plaza) (Village Chhajju Nagar/ Distt. Palwal)	132.085 Km

- ii) The Service Provider shall carry out 3-day (24 hour, both directions) O-D surveys using road side interview method at all the 8 intersection roads of the EPE project.

- iii) OD Survey should be commenced from 3<sup>rd</sup> day of ATCC survey and OD survey needs to be conducted in between time period of ATCC Survey.
- iv) OD survey shall be conducted preferably at two working day, one week off day so as to assess the traffic variation
- v) This survey would cover both passenger and goods vehicles. Roadside interview method shall be used for conducting O-D survey. Vehicles for O-D survey shall be selected in both directions.
- vi) Each day of OD Study has to cover atleast 75% of the Average Daily Traffic of that location as estimated using the ATCC traffic survey.
- vii) During the O-D survey, the information related to trip origin, destination, distance of origin and destinations from the toll plaza (for assessing local traffic), and trip frequency on the route shall be elicited. In addition, purpose, and occupancy of passenger vehicles and commodity type, and load carried by goods vehicles shall also be collected. As per format provided in Annxure-B
- viii) Cameras on both direction shall be installed in a way to record the enumerators while questioning the road users.
- ix) Cameras should be placed at locations in such a way that the registration number plates during day and night are clearly visible.
- x) Videos shall be recorded to mention the Time Stamp and Vehicle Registration Numbers.
- xi) The Service Provider shall deploy sufficient enumerators shift-wise for O-D survey at each location which should be trained in advance.
- xii) Formats used by enumerators to collect OD data shall required to be approved by IHMCL.
- xiii) The location of origin and destination zones shall be determined in relation to each individual station.
- xiv) Commercial Vehicles registered within the district of toll plaza/survey location without national permit should be counted separately.
- xv) The Successful bidder must take photograph of Bilty paper of commodity vehicles. Images of Bilty paper shall be submitted to the IHMCL along with reports through external hard disk.
- xvi) Based on OD Matrices and data collected from ATCC survey shall be used to derive the following segmentation of classwise traffic:-
  - (a) Daily pass
  - (b) Exempted vehicle
  - (c) District vehicle

- (d) Monthly pass
- (e) Return journey vehicle
- (f) Single journey vehicle

Service Provider shall also find out potentially divertible traffic with the help of OD surveys.

Based on traffic calculated from ATCC Survey and OD Survey, Successful bidder has to estimate the traffic likely to pass through EPE project and calculate APC (Annual Potential Collection of each toll plaza location).

### 5.3 Key Personnel

5.3.1 The Service Provider shall deploy one Team Leader for the purpose of establishing coordination with IHMCL, who should be employed with the agency / firm whose CV shall be approved by IHMCL.

The Team Leader shall be overall in-charge of project and shall interact with IHMCL with reference to each assignment and shall also be responsible for certification of report. He should be Graduate in Engineering with minimum 10 years of specific experience in undertaking and analysis of traffic surveys on highways.

The Service Provider shall deploy enumerators to count the vehicles on round the clock manner.

5.3.2 The Contractor shall be fully responsible to provide security to their persons deputed on traffic survey site including their insurance, wherever required under the law or considered prudent.

### 5.4 ATCC System

5.4.1 The Contractors may select the portable ATCC system based on any sensor technologies.

5.4.2 The final uploaded data on the system should meet the following accuracy levels.

- (i) Classification of vehicles : better than 95%
- (ii) Counting of vehicles : better than 98%

Post completion of survey, successful bidder shall submit the traffic survey data and OD survey data alongwith with complete video to IHMCL for verification. IHMCL may at its sole discretion may appoint a third party agency to validate the data as submitted by successful bidder. For verification of the above mentioned accuracy levels, IHMCL will compare the ATCC & OD Survey data with the video captured and other supporting documents as provided by successful bidder.



After data is found inline with accuracy levels as mentioned in clause 3.4.2, IHMCL shall ask the successful bidder to submit the Final Report.

- i) ATCC system shall be provided for identifying and recording all types of vehicles on the highway for data collection.
- ii) The system shall be capable of classifying any other vehicle category as per user needs.
- iii) Vehicle classification should be user selectable based on length of vehicle and number of axles and/or detuning of the loop inductivity.
- iv) The system shall be robust and be capable of operating under all weather conditions.
- v) The system shall have the capability of accommodating multiple installations through installation of detectors/sensors taking inputs from portable sensors and should be modular in design.
- vi) The system should be able to count and classify vehicle by each lane.
- vii) Should be capable of producing vehicle level reports so that vehicle count and classification, if required, can be cross checked with video easily.
- viii) The system shall be capable of recording, for later analysis, on an individual vehicle basis, time/date, speed, direction. Number of axles, axle spacing, and site identification.
- ix) Classification of vehicles shall be as per the relevant Standards of IRC. The ATCC system shall be able to classify following vehicles, but not limited to:
  - (i) Bicycle
  - (ii) 2 Wheeler
  - (iii) 3 Wheeler
  - (iv) Tractor
  - (v) Tractor with Trailer
  - (vi) 2 Axle Small Commercial Vehicle
  - (vii) LMV -2 Axle Light Motor Vehicle
  - (viii) LCV -2 Axle Light Commercial Vehicle
  - (ix) 2 Axle Truck or Bus
  - (x) 3 Axle Truck or Bus
  - (xi) Multi Axle Vehicles (MAV)
  - (xii) Oversized Vehicle (OSV)
  - (xiii) Cycle Rickshaw
  - (xiv) Earth Moving Equipment (EME)

5.4.3 **Video Camera:** Color video camera with the IR flash capable of capturing video during night/dark. Captured video should enable employer to identify and classify vehicles visually. Camera must be installed in such a way so that ATCC equipment must be visible in the recording also captured video must have Location name, date of survey, Latitude Longitude.

- i) Video camera shall be mounted in such a way that occlusions do not generally obstruct view of the traffic.
- ii) Separate cameras to capture upstream and downstream traffic shall be used. There will be total two cameras in each direction of traffic.
- iii) The mounting height shall be such that the axle configuration of the vehicle shall be clearly visible.
- iv) For videography, colour video camera with IR flash capable of capturing

video during night/dark shall be used. The traffic in the captured video during night time should be clearly visible for counting, classification and cross checking.

- v) It shall be ensured that no vehicle is stopped/parked in front of the camera obstructing view of the camera.
- vi) Camera angle shall be such that the headlight glare from vehicles does not impact quality of the video.
- vii) The camera to be used shall have a resolution of at-least 640x480 pixels and shall have frame rate of 25FPS. In case IR enabled camera is used, the IR range shall be at-least 15m so that direction wise traffic from roadside can be captured without loss of quality. Cameras to be used shall have weather proof housing/casing so that video capture is uninterrupted by weather conditions.

#### 5.4.4 The System:

- a) should be able to work as true Multi-lane free flow operation in which the Lane crossing classification should be possible together with simultaneous passages. The system should be capable of recognizing the flow of traffic in either direction.
- b) shall separately detect and classify vehicles passing at the same time – side by side
- c) Trailers with the shafts shall be detected and classified as one vehicle and not classified and counted as separate vehicles.
- d) should be able to classify and count standard vehicles travelling up to 100 kmph.

#### 5.5 Deliverables: -

The successful bidder shall furnish to the IHMCL following reports, documents and soft copies in addition to those mentioned in scope of work in the number of copies stated. All reports, documents & soft copies shall be in English as applicable. Further, IHMCL reserves the right to demand Soft Copies of report & documents submitted as hard copies.

The Traffic Survey reports shall be submitted as per timeline mentioned below at the site and will constitute the basis for the payments. The report should meet the objectives set-out in the Scope of Work. T = Traffic Completion Date

- (i) **Data Collection – OD Survey 3 (Three) Hard/Soft Copies:** The Successful bidder shall submit soft copies of OD survey data within 10 days from the completion of survey.
- (ii) **Data Collection – ATCC 3 (Three) Hard/Soft Copies:-** The Successful bidder shall submit ATCC files of the data collection exercise conducted at identified locations within 10 days from the completion of survey.

- (iii) **Data Collection – Videography 2 (Two) soft Copies:-** The Successful bidder shall submit raw video files of the data collection exercise conducted at identified locations within 10 days from the completion of survey.
- (iv) **Draft Final Report 4 (Four) Hard/Soft Copies:-** The Successful bidder shall submit the Draft Final Report acceptable to IHMCL, within 15 days post successful validation of data from IHMCL. The draft final report shall include but not limited to following for each survey location: -
- a) Methodology for conducting ATCC, OD Survey, Network modelling/Traffic projections.
  - b) From ATCC Survey: -
    - i) Daily Traffic Composition data
    - ii) Average Daily Traffic including PCU (Passenger Car Unit) counts
    - iii) Peak hour and Lean hour traffic
    - iv) Directional distribution traffic
  - c) From OD Survey: -
    - i) Daily pass
    - ii) Exempted vehicle
    - iii) District vehicle
    - iv) Monthly pass
    - v) Return journey vehicle
    - vi) Single journey vehicle
    - vii) Number of vehicles which will use EPE project
  - d) Network Modelling and Traffic Projections
    - i) Based on data collected from ATCC survey and OD survey, successful bidder shall forecast the probable traffic flow from existing roads to EPE project for next 1 year from each intersection point.
    - ii) Overall classwise traffic that that will pass through EPE project for next 1 year.
    - iii) Calculation of Annual Potential Collection for each toll plaza.
- (v) **Final Report 4 (Four) Hard/Soft Copies:** The Successful bidder shall submit the Final Report after obtaining approval from the IHMCL on Draft Final Report and incorporating any changes or feedback as advised by the IHMCL.
- (vi) All the reports and videos need to be submitted in softcopies in Hard disk drives (separate for each deliverables) as well and if required IHMCL may ask agency to upload the data on web-server with credentials provided by IHMCL.

**PART VI – Annexures and Forms**

ANNEXURE-A  
Details of Toll Plazas

S.no	Package	Location	Type	Type of Tolling planned	# of Plaza	No. of Lanes
1	Pkg-I	Ch.5 + 500	Main Carriage	Closed system of toll collection	1	18
2	Pkg-I	Ch.15+360	Interchange	Closed system of toll collection	4	12
3	Pkg-II	Ch.44+537	Interchange	Closed system of toll collection	6	17
4	Pkg-III	Ch. 52 + 174	Interchange	Closed system of toll collection	6	18
5	Pkg-IV	Ch.72 + 724	Interchange	Closed system of toll collection	8	20
6	Pkg-IV	Ch. 83 + 005	Interchange	Closed system of toll collection	2	6
7	Pkg-V	Ch. 108 + 875	Interchange	Closed system of toll collection	4	12
8	Pkg-VI	Ch.132+085	Main Carriage	Closed system of toll collection	1	18
9	Pkg-VI	Ch. 134 + 946	Interchange	Closed system of toll collection	2	8
<b>Total</b>					<b>34</b>	<b>129</b>

- Close loop tolling is proposed for EPE project.

6.1 BID FORM

\_\_\_\_\_  
(Date)

From,  
(Name & Address of the Bidder)

\_\_\_\_\_

\_\_\_\_\_

To,  
Chief Operating Officer  
Indian Highways Management Co. Ltd.  
2<sup>nd</sup> 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 180 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 between us, 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" and other applicable law. 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

6.2 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 Company M/s \_\_\_\_\_ have abandoned any work of National Highways Authority of India/IHMCL 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 IHMCL to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that IHMCL may ask for further qualifying information, and agrees to furnish any such information at the request of IHMCL.
5. We confirm that we have not been blacklisted /debarred by any central/state Government department/organization or Quasi Government agencies of PSU.
6. We confirm that no criminal proceeding is pending against our company/firm or any of its Directors/ Partners in any court of law.
7. 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

6.3 BIDDER'S ANNUAL TURNOVER

\_\_\_\_\_  
(Date)

From,  
(Name & Address of the Bidder)

\_\_\_\_\_

\_\_\_\_\_

To,  
Chief Operating Officer  
Indian Highways Management Co. Ltd.  
2<sup>nd</sup> 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 31<sup>st</sup> March of the previous  
financial year) is as given below:

Annual Turnover for the last 3 Financial Years (FYs) in Indian Rupees (INR)			
FY (2014-2015)	FY (2015-2016)	FY (2016-2017)	Average

Yours Sincerely,

(Signature of Statutory Auditor)

Name of the Statutory Auditor:

Name of the Statutory Auditor Firm:

Seal:

6.4 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 ....., 2017

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.*

6.5 FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

To  
Indian Highways Management Co. Ltd.  
2<sup>nd</sup> Floor, MTNL Building, Sector- 19,  
Dwarka, New Delhi- 110 075

WHEREAS \_\_\_\_\_ (Name and address of Contractor) (hereinafter called “the Contractor”)\* has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ (Name of contract and brief description of works) ( hereinafter called the “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor up to a total of

\_\_\_\_\_ (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.

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

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

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

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_)and the guarantee shall remain valid till \_\_\_\_\_. Unless a claim or a demand in writing is served on us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

Signature and seal of the Guarantor \_\_\_\_\_

In presence of

Name and Designation \_\_\_\_\_ 1. \_\_\_\_\_

(Name, signature & Occupation)

Code no. of the officer(s) signing the guarantee(s)

Name of the Bank \_\_\_\_\_

Address \_\_\_\_\_ 2. \_\_\_\_\_

(Name, signature & Occupation)

Date \_\_\_\_\_

Controlling Office of the Bank:

Contact Person: \_\_\_\_\_

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

Tel. No : \_\_\_\_\_

Note:

\*\* 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.

6.6 Format for Financial Bid Submission  
(To be submitted on letterhead of the Bidder)

To  
COO,  
Indian Highways Management Company Ltd. (IHMCL),  
2nd Floor, MTNL Building,  
Sector 19, Dwarka  
New Delhi-110 075

**Subject: Financial Bid for RFQ for Conducting OD study and Traffic Survey on Eastern Peripheral Expressway (EPE).**

**Ref: Tender Ref No IHMCL/EPExp/2018/OD Survey**

Dear Sir,

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 quotes as under:

Sno	Type of work	No. of Locations (a)	Unit Price (in Rs.) (b)	Total Amount in (Rs.) C = (a) * (b)
1.	Conducting OD Survey for a continuous period of 3 days	8		
2.	Conducting Traffic Survey using ATCC equipments for continuous period of 7 days	8		
3.	Conducting Videography during survey duration	8		
Total Amount in (Rs.) Excluding GST				

1. This bid is **valid** for a period of **180 calendar days** from the bid due date.
2. We understand that the applicable TDS will be deducted against payments as per Applicable Law.
3. In case of any difference in figures and words, the quantity mentioned in words will prevail

Indian Highways Management Company Ltd

and in case of difference in unit price and total price, the amount mentioned in unit price shall prevail.

Yours sincerely,

For.....

Name .....

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

**Annexure- B  
ORIGIN-DESTINATION SURVEY FOR GOODS VEHICLES**

**Client Name**

**NAME OF SECTIONS :**

**LOCATION:**

**SHEET NO.**

**SHIFT**

**DIRECTION : FROM:** \_\_\_\_\_

**TO:** \_\_\_\_\_

**DATE**

**WEAT  
HER**

Sr. No.	Time of Interview	Vehicle Type	Commodity Type	Load in Tonnes	Vehicle Registration no.	National Permit (Y/N)	Origin Zone	Destination Zone	Trip Purpose	Trip Frequency	Trip Length (Km)	Return Within 24 Hours (Yes/No)
							Place	Place				
1												
2												
3												

4												
5												
6												
7												
8												
9												
10												

<b>Vehicle Type</b>
1-Light Com. Vehicle
2-Two Axle Trucks
3-Three Axle Trucks
4-Multi-Axle Vehicle

<b>Trip Purpose</b>		<b>Trip Frequency</b>
1-Loading	4-Maintenance	1-Daily
2-Unloading	5-Home Based	2-Weekly
3-Through	6Others	3-Monthly

<b>Commodity Type</b>	
<b>1-Food Grain &amp; Perishable Items</b>	<b>5- Minerals</b>
<b>2-Oil and Natural Gas</b>	<b>6-Crop and Forest Product</b>
<b>3-Grocery Items</b>	<b>7- Others</b>
<b>4-Building materials &amp; Manufacturing Items</b>	
<b>8- Empty</b>	



**ORIGIN-DESTINATION SURVEY FOR PASSENGER VEHICLES**

**NAME OF SECTIONS :** \_\_\_\_\_ **LOCATION:** \_\_\_\_\_ **SHEET NO.** \_\_\_\_\_ **SHIFT** \_\_\_\_\_  
 \_\_\_\_\_  
**DIRECTION :** \_\_\_\_\_ **FROM:** \_\_\_\_\_ **TO:** \_\_\_\_\_ **DATE** \_\_\_\_\_ **WEATHER** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Sr. No.	Time of Interview	Vehicle Type	Occupancy	District of Registration (Registered RTA Address)	Type of Registration (Personal/Commercial) (P/C)	National Permit (Y/N)	Origin Zone		Destination Zone		Trip Purpose	Trip Frequency	Trip Length (Km)	Return Within 24 Hours (Yes/No)
							Place	Zone code	Place	Zone code				
1														
2														

3														
4														
5														
6														
7														
8														
9														

10														
11														

**Vehicle Type**

1- Car/Jeep/Van	4- Mini Bus
2- Bus Govt	5- Other s
3- Bus Pvt	

Trip Purpose		Trip Frequency
1-Work	4-Home	1-Daily
	5Others	2-Weekly
2Education		3-Monthly
3-Business		

**Name of Surveyor :**

**Name of Supervisor :**

### Calculation of Annual Protential Collection

7 Days Traffic Census done by .....for the period from \_\_\_\_\_ to \_\_\_\_\_ at  
Toll Plaza Location at Km \_\_\_\_\_ on NH- \_\_\_\_\_

Name of  
 PIU  
 Stretch  
 Location  
 NH No.

Sr. No.	Type of Vehicle	No. ADT	Rate (Rs.)	Amount (Rs.)
<b>(A)</b>	<b><u>Fee Paying Traffic (Single Journey)</u></b>			
	1. Car/Jeep/Van/Light Motor Vehicle			
	2. Light Comm. Vehicle/Light Goods Vehicle or Mini Bus			
	3. Bus/Truck (Two Axles)			
	4. Commercial Vehicle (Three Axles)			
	5. a) Heavy Construcion Machinery(HCM)/Earth Moving Equipment(EME)			
	b) Multi Axle Vehicles (MAV) (Four to Six Axles)			
	6. Oversized Vehicles (Seven or More Axles)			
	<b>Total (A)</b>			<b>0.00</b>
<b>(B)</b>	<b><u>Fee Paying Traffic (Daily Pass)</u></b>			
	1. Car/Jeep/Van/Light Motor Vehicle			
	2. Light Comm. Vehicle/Light Goods Vehicle or Mini Bus			
	3. Bus/Truck (Two Axles)			
	4. Commercial Vehicle (Three Axles)			
	5. a) Heavy Construcion Machinery(HCM)/Earth Moving Equipment(EME)			
	b) Multi Axle Vehicles (MAV) (Four to Six Axles)			
	6. Oversized Vehicles (Seven or More Axles)			
	<b>Tota (B)</b>			<b>0.00</b>
<b>(C)</b>	<b><u>Fee Paying Traffic (Local Comm. Veh. Registered within the District where plaza is located)</u></b>			
	1. Car/Jeep/Van/Light Motor Vehicle			
	2. Light Comm. Vehicle/Light Goods Vehicle or Mini Bus			
	3. Bus/Truck (Two Axles)			
	4. Commercial Vehicle (Three Axles)			
	5. a) Heavy Construcion Machinery(HCM)/Earth Moving Equipment(EME)			
	b) Multi Axle Vehicles (MAV) (Four to Six Axles)			
	6. Oversized Vehicles (Seven or More Axles)			
	<b>Total (C)</b>			<b>0.00</b>
<b>(D)</b>	<b><u>Fee Paying Traffic Local Personal Traffic (Monthly Pass)</u></b>			
	1. Car/Jeep/Van/Light Motor Vehicle			
	2. Light Comm. Vehicle/Light Goods Vehicle or Mini Bus			
	3. Bus/Truck (Two Axles)			
	4. Commercial Vehicle (Three Axles)			

	5. a) Heavy Constructon Machinery(HCM)/Earth Moving Equipment(EME)			
	b) Multi Axle Vehicles (MAV) (Four to Six Axles)			
	6. Oversized Vehicles (Seven or More Axles)			
	<b>Total (D)</b>			<b>0</b>
<b>(E)</b>	<b><u>Fee Paying Traffic (Monthly Pass) Other than Local Commercial Vehicle registered within the district where plaza is located</u></b>			
		1. Car/Jeep/Van/Light Motor Vehicle		
		2. Light Comm. Vehicle/Light Goods Vehicle or Mini Bus		
		3. Bus/Truck (Two Axles)		
		4. Commercial Vehicle (Three Axles)		
		5. a) Heavy Constructon Machinery(HCM)/Earth Moving Equipment(EME)		
		b) Multi Axle Vehicles (MAV) (Four to Six Axles)		
		6. Oversized Vehicles (Seven or More Axles)		
	<b>Total (E)</b>			<b>0</b>
<b>(F)</b>	<b><u>Monthly Pass Reuse</u></b>			
		1. Car/Jeep/Van/Light Motor Vehicle		
		2. Light Comm. Vehicle/Light Goods Vehicle or Mini Bus		
		3. Bus/Truck (Two Axles)		
		4. Commercial Vehicle (Three Axles)		
		5. a) Heavy Constructon Machinery(HCM)/Earth Moving Equipment(EME)		
		b) Multi Axle Vehicles (MAV) (Four to Six Axles)		
		6. Oversized Vehicles (Seven or More Axles)		
	<b>Total (F)</b>			<b>0.00</b>
<b>(G)</b>	<b><u>Daily Pass Reuse</u></b>			
		1. Car/Jeep/Van/Light Motor Vehicle		
		2. Light Comm. Vehicle/Light Goods Vehicle or Mini Bus		
		3. Bus/Truck (Two Axles)		
		4. Commercial Vehicle (Three Axles)		
		5. a) Heavy Constructon Machinery(HCM)/Earth Moving Equipment(EME)		
		b) Multi Axle Vehicles (MAV) (Four to Six Axles)		
		6. Oversized Vehicles (Seven or More Axles)		
	<b>Total (G)</b>			<b>0.00</b>
<b>(H)</b>	<b><u>Exempted Vehicles</u></b>			
		1. Car/Jeep/Van/Light Motor Vehicle		
		2. Light Comm. Vehicle/Light Goods Vehicle or Mini Bus		
		3. Bus/Truck (Two Axles)		
		4. Commercial Vehicle (Three Axles)		
		5. a) Heavy Constructon Machinery(HCM)/Earth Moving Equipment(EME)		
	b) Multi Axle Vehicles (MAV) (Four to Six Axles)			

	6. Oversized Vehicles (Seven or More Axles)			
	<b>Total (H)</b>			<b>0.00</b>
	<b>Grand Total(A to H)</b>			<b>0</b>
<b>a)</b>	<b>Average Daily Collection</b>			<b>0.00</b>
<b>b)</b>	<b>Annual Expected Collection</b>			<b>0.00</b>
<b>c)</b>	<b>Effect of Seasonal Variation @ (-)2.874%</b>			<b>0.00</b>
<b>d)</b>	<b>Total Collection ( b +/- c )</b>			<b>0.00</b>
<b>e)</b>	<b>Add. Effect of Traffic Growth 2.5% (on d)</b>			<b>0.0</b>
<b>f)</b>	<b>Net Expected Collection ( d + e )</b>			<b>0.00</b>
<b>g)</b>	<b>Less Admn. Charges</b>			
<b>h)</b>	<b>Less Provision for Stamp Duty @ 5% on (f-g)</b>			
<b>i)</b>	<b>Less: Contractor's Profit @ 5% on (f-g-h)</b>			
<b>j)</b>	<b>Net Expected Potential Collection ( f - g - h-i )</b>			

