



INDIAN HIGHWAYS MANAGEMENT COMPANY LIMITED

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REQUEST FOR PROPOSAL (RFP)  
FOR  
SELECTION OF VENDOR FOR PILOT OF MULTI-LANE FREE FLOW TOLLING USING RADIO  
FREQUENCY (RFID) TECHNOLOGY SYSTEM ON DELHI-CHANDIGARH PROJECT  
CORRIDOR AT NH-44 ON DESIGN, BUILD AND OPERATE BASIS - 2<sup>nd</sup> Call

**Quotation No.: IHMCL/MLFF/2019/02**

Indian Highways Management Company Limited (IHMCL)  
Sector-19, Dwarka, New Delhi-110075

28- February -2020

**DISCLAIMER**

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

This document is not an agreement and is neither an offer nor invitation by IHMCL to the prospective Bidders or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in making their technical/ financial offers ("Bid(s)") pursuant to this document. This document includes statements, which reflect various assumptions and assessments arrived at by IHMCL in relation to the Project. Such assumptions, assessments, and statements do not purport to contain all the information that each Bidder may require. This document may not be appropriate for all persons, and it is not possible for IHMCL, its employees or advisors to consider the investment objectives, financial situation, and particular needs of each party who reads or uses this document. The assumptions, assessments, statements and information contained in this document, 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 document and obtains independent advice from appropriate sources.

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

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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 document. IHMCL may in its absolute discretion, but without being under any obligation to do so, update, amend, or supplement the information, assessment or assumptions contained in this document.

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

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

## **DOCUMENT COMPOSITION**

This document comprises of the following parts:

PART - I : Letter of Invitation

PART - II : Schedule of the Tender

PART - III : Instructions to Bidders

PART - IV : Scope of Work

PART - V : Conditions of contract

PART - VI : Annexure

## **TABLE OF CONTENTS**

PART – I: LETTER OF INVITATION .....	6
1. INTRODUCTION .....	6
1.1 Objective.....	6
1.2 General Information .....	6
1.3 Definitions .....	7
PART – II: SCHEDULE OF THE TENDER (Key Dates).....	10
PART – III: INSTRUCTIONS TO BIDDERS .....	11
3. BID CONDITIONS .....	11
3.1 Information .....	11
3.2 Bidding Fees.....	11
3.3 General.....	12
3.4 Pre-Bid Meeting.....	16
3.5 Preparation of Proposal .....	16
3.6 Submission, receipt and opening and Evaluation of proposals .....	18
3.7 Imbalanced Bid .....	25
3.8 Process To Be Confidential.....	25
3.9 Clarification and amendment of RFP documents.....	25
3.10 Eligibility Of Bidder .....	26
3.11 Award of Contract.....	27
3.12 Key Activity Timelines .....	28
3.13 Payment Terms.....	29
3.14 Damages .....	29
3.15 PERFORMANCE SECURITY .....	30
3.16 BANK GUARANTEE (BG).....	31
3.17 Corrupt or Fraudulent Practices.....	31
3.18 Miscellaneous .....	32
PART – IV: SCOPE OF WORK .....	34
4. TERMS OF REFERENCE.....	34
4.1 Background .....	34
4.2 Objective.....	35
4.3 Scope of Work .....	36
4.4 NHAI/ IHMCL’s Responsibility .....	39
4.5 Contractor’s Responsibility/Obligation .....	40
4.6 Service Levels .....	41
4.7 Project Duration:.....	42
PART – V: Conditions of Contract.....	43
PART – VI: ANNEXURE .....	56
Annexure A: Covering Letter .....	56
Annexure D: Bidder’s Annual Turnover.....	61
Annexure E: Power of Attorney.....	62
Annexure F: Format for Power of Attorney for Lead Member of Consortium.....	64
Annexure G: Format for Performance Security (Bank Guarantee).....	66
Annexure H: Format for Financial Bid Submission .....	70

**PART – I: LETTER OF INVITATION****1. INTRODUCTION****1.1 OBJECTIVE**

IHMCL intends to engage agencies/service providers, with prior experience in ETC tolling or Multi lane free flow tolling, to provide RFID based multi lane free flow (MLFF) tolling solution on selected stretch. The primary objective of Multi-lane free flow (MLFF) RFID gantry-based tolling pilot is to develop a proof of concept and establish the effectiveness of RFID technology, with the exact same ISO 18000-6C standard as currently used in India, to enable tolling at high speed and high traffic highway road networks with significant level of accuracy.

The information is required to be captured by gantries for analysis purpose only and for establishing comparison with data at nearest toll plaza. The pilot gantries shall not be used for toll amount deduction of passing vehicle.

**1.2 GENERAL INFORMATION**

- a) Bids are invited by the Indian Highways Management Company Limited (IHMCL) for the following:

Name of the Work	Document Fee(non-refundable)	EMD (Earnest Money Deposit)	Closing date and time
Pilot of Multi-Lane Free Flow barrier-less tolling using Radio Frequency (RFID) technology system on Delhi-Chandigarh project corridor at NH-44 on Design, Build, Finance, Operate and Maintain basis	INR 5,000/- (INR Five Thousand) Non-refundable	INR 5,00,000/- (INR Five Lakh)	08 April 2020 (Upto 1500 Hrs IST)

- b) All clarifications/ corrigenda will be published only on the e-procurement portal <http://etenders.gov.in>, IHMCL website [www.ihmcl.com](http://www.ihmcl.com).
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- c) The complete Bidding Documents can be viewed / downloaded from e-procurement portal <http://etenders.gov.in> .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.
- d) The eligibility criteria of the agency/service provider are elaborated in subsequent sections.
- e) IHMCL reserves the right to accept or reject any or all bids received before signing of Contract Agreement without thereby incurring any financial or other liability to the affected Bidders.

### **1.3 DEFINITIONS**

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

**“ANPR camera”** means Automated Number Plate Recognition camera.

**“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 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

**“FASTag”** is RFID sticker affixed to the windshield of the vehicle and used for toll collection.

**“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 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

**“MLFF”** means Multi Lane Free Flow.

**“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.

**“Passive RFID reader”** means RFID reader for passive RFID tags

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

**“POC”** means Proof of Concept.



**“RFP”** shall mean this limited Request for Proposal dated 28<sup>th</sup> Feb 2020 issued by IHMCL.

**“RFID”** means Radio Frequency Identification.

**“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

Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

**PART – II: SCHEDULE OF THE TENDER (KEY DATES)**

<b>Sl. No.</b>	<b>Event Description</b>	<b>Date (Tentative)</b>
1.	Invitation of RFP / Publishing of RFP	28 <sup>th</sup> Feb 2020
2.	Last date for receiving queries	11 <sup>th</sup> March, 2020
3.	Pre-Bid meeting at IHMCL office, Sector-19 Dwarka	12 <sup>th</sup> March, 2020
4.	IHMCL to response to queries latest by	19 <sup>th</sup> March, 2020
5.	Bid Due Date	08 <sup>th</sup> April, 2020 Up to 1500 Hrs IST
6.	Physical submission of Bid Security, EMD, Power of Attorney etc.	08 <sup>th</sup> April, 2020 Up to 15:30 Hrs
7.	Opening of Technical Bids	09 <sup>th</sup> April, 2020 at 16:00 Hrs
8.	Declaration eligible / qualified Bidders	within 30 days from Bid Due Date
9.	Opening of Financial Bid	within 60 days from Bid Due Date
10.	Letter of Award (LOA)	Within 90 days of Bid Due Date
11.	Validity of Bid	180 days from Bid Due Date
12.	Signing of Agreement	Within 30 days of award of LOA

## PART – III: INSTRUCTIONS TO BIDDERS

### 3. BID CONDITIONS

#### 3.1 INFORMATION

The Bidders are invited to submit Technical, and Financial Proposals (collectively called as “The Proposal”), as specified in this RFP, for providing “Pilot of Multi-Lane Free Flow barrier-less tolling using Radio Frequency (RFID) technology system on Delhi-Chandigarh project corridor at NH-44 on Design, Build, Finance, Operate and Maintain basis”. Details on the format(s) of submission and list of necessary supporting documents are provided in following sections.

Website for accessing RFP is <http://etenders.gov.in>. The Bidders shall submit the proposal as per criteria laid down in the RFP. The tender process timelines are mentioned in the section – “Part – II: Schedule of the Tender” above.

#### 3.2 BIDDING FEES

**a. Document Fee:** The document fee shall be submitted, as a part of the proposal, in the form of Bank Draft of INR 5,000/- (INR Five Thousand only) from a scheduled Indian Bank approved by RBI drawn in favour of “Indian Highways Management Company Limited” payable at New Delhi, India, as a non-refundable processing fee. Proposals not containing the document fees will be rejected.

**b. Bid Security/Earnest Money Deposit (EMD):** The bid security/Earnest Money Deposit (EMD) for a sum of INR 5,00,000/- (INR Five Lakh) shall be submitted, as a part of the proposal, in the form of a Demand Draft, from a scheduled Indian Bank approved by RBI drawn in favour of “Indian Highways Management Company Limited”, valid up to 180 (one hundred and eighty) days from the date of receipt of proposal, payable at New Delhi. Proposals not containing the earnest money deposit will be rejected.

IHMCL will not be liable to pay any interest on bid security deposits. Bid security of technically qualified but unsuccessful Bidders shall be returned, without any interest, within two months after acceptance of LOA by selected Bidder or when the selection process is cancelled by the IHMCL. The Successful Bidder’s Bid Security shall be

returned, without any interest, post the Successful Bidder signing the contract and furnishing the Performance Security in accordance with provisions of the RFP and contract.

IHMCL will be entitled to forfeiture and appropriation of the bid security as mutually agreed loss and damage payable to IHMCL in regard to the RFP without prejudice to the IHMCL's any other right or remedy under the following conditions:

- (i) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of Contract);
- (ii) If any Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time,
- (iii) In the case of the Successful Bidder, if the Successful Bidder fails to sign the contract or provide the Performance Security within the specified time limit, or
- (iv) If the Bidder commits any breach of terms of this RFP or is found to have made a false representation to IHMCL.

### **3.3 GENERAL**

IHMCL defines, for the purposes of this provision, the terms set forth below:

- a. IHMCL reserves the right to make inquiries with any of the Clients listed by the Bidders in their previous experience record. If it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process, IHMCL will, without prejudice to its any other rights or remedies, consider forfeiture and appropriation of the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to IHMCL for, inter alia, time, cost and effort of IHMCL, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- b. IHMCL will reject a proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent activities in competing for the contract in question.

- c. IHMCL will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the contract.
- d. For the purposes of this RFP, the following terms shall have the meaning hereinafter respectively assigned to them:
  - (i) “Corrupt Practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of IHMCL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of IHMCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of IHMCL in relation to any matter concerning the Project;
  - (ii) “Fraudulent Practice” means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to IHMCL, and includes collusive practices among suppliers (prior to or after submission of proposals) detailed designed to establish prices at artificial, non-competitive levels and to deprive the IHMCL of the benefits of free and open competition.
  - (iii) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

- (iv) “Undesirable practice” means establishing contact with any person connected with or employed or engaged by IHMCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or having a Conflict of Interest;
  - (v) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- e. Confidentiality: Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.
- f. Right to reject any or all Proposals:
  - (i) Notwithstanding anything contained in this RFP, IHMCL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
  - (ii) Without prejudice to the generality of above, IHMCL reserves the right to reject any Proposal if:
    - at any time, a material misrepresentation is made or discovered, or
    - The Bidder does not provide, within the time specified by IHMCL, the supplemental information sought by IHMCL for evaluation of the Proposal.
  - (iii) Such misrepresentation/improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Proposals have been opened and highest-ranking Bidder gets disqualified/rejected, then IHMCL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of IHMCL, including annulment of the Selection Process.
- g. The Bidder is required to follow the highest level of work ethics, if any member of the Bidder’s organization has a Conflict of Interest or indulge in “Prohibited Practices”; the proposal is liable to be disqualified. Further, in the event any entity has been barred by

the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Proposal submission Date, it would not be eligible to submit a Proposal.

- h. Bidders shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by IHMCL or any other costs incurred in connection with or relating to its Proposal. The IHMCL is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability.
- i. After submission of the proposals by the Bidder, to the satisfaction of IHMCL, if clarifications are required or doubt arises as to the interpretation of anything included in the submitted documents, the bidder shall, on receipt of written request from IHMCL, furnish such clarification to the satisfaction of IHMCL within five (05) working days without any extra charge.
- j. The Successful Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of IHMCL and the Project.
- k. Acknowledgement by Bidder:
  - (i) It shall be deemed that by submitting the Proposal, the Bidder has:
    - made a complete and careful examination of the RFP;
    - accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of IHMCL;
    - satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
    - acknowledged that it does not have a Conflict of Interest; and
    - agreed to be bound by the undertaking provided by it under and in term hereof.

- (ii) IHMCL and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by IHMCL and/ or its advisors.

### **3.4 PRE-BID MEETING**

- a. Pre-Bid Meeting of the Bidders will be convened at the designated date, time as specified in the Key Dates at IHMCL Office, 2nd Floor, MTNL Building, Sector-19, Dwarka, New Delhi – 110075 or any other location as specified by IHMCL. A maximum of two representatives of each Bidder will be allowed to participate on production of an authorization letter from the Bidder.
- b. The Bidders who are interested in attaining the pre-bid meeting should confirm IHMCL about the participation one day prior to the schedule. The confirmation can be sent to ***tenders@ihmcl.com***.
- c. During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of IHMCL. IHMCL will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

### **3.5 PREPARATION OF PROPOSAL**

- a. Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. IHMCL will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- b. In preparing their Proposal, Bidders are expected to thoroughly examine the RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- c. Client certifications or Purchase orders for the projects listed under the experience section: The certifications and/or PO must confirm the project attributes (size, fee, duration etc.) and the scope of work of the projects. The self-certification of the Bidder



is also permitted accompanied by certified copy of work order/document certifying release of performance bank guarantee/ certified copy of payment received or any other document certifying the completion/part completion of the project as the case may be. Bidders are required to submit the details of project completion Self Certificate as per Annexure – I.

- d. The technical proposal must not include any information on the financial bid.
- e. Failure to comply with the requirements spelt out in this RFP shall lead to the disqualification of the bidder.
- f. Bidders should note the Proposal Due Date, as specified in the section – “Part II: Schedule of the Tender”, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by IHMCL, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in the section – “Part II: Schedule of the Tender”. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, IHMCL reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- g. The Financial Proposal should be inclusive of all the costs of pilot including applicable taxes, duties, levies, permit, fees, entry fees, manpower, transportation charges, equipment insurance fees, custom duty, handling charges etc., except the Goods and Services Tax (GST) which shall be paid as per applicable rates. While submitting the Financial Proposal on e-tender portal, the Bidder shall ensure the following:
  - (i) All the costs associated with the Assignment shall be included in the Financial Proposal.
  - (ii) 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. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
  - (iii) The proposal should be submitted on e-tender portal as per the standard Financial Proposal submission forms prescribed in this RFP.

- (iv) Bidders shall express the price in Indian Rupees.
  - (v) Bidders must do their due diligence about the tax implications and IHMCL will not be liable for any incident.
- h. The Proposals must remain valid for a period of 120 days from date of submission of proposal. During this period, the selected bidder is expected to keep available the professional staff proposed for the assignment. If IHMCL wishes to extend the validity period of the proposals, it may ask the bidders to extend the validity of their proposals for a stated period. The bidder will be required to extend the validity period without any additional financial implication to IHMCL.

### **3.6 SUBMISSION, RECEIPT AND OPENING AND EVALUATION OF PROPOSALS**

- a. IHMCL has adopted the following process (referred to as the "Bidding Process") for selection of the qualified Bidder. All documents need to be submitted on e-tender portal. If any documents are to be submitted physically (certificate, forms, drafts, Power of Attorney) they have to be submitted at the following address as per schedule defined in the RFP

*General Manager,  
Indian Highways Management Company Limited.  
2nd Floor, MTNL Building, Sector-19, Dwarka,  
New Delhi – 110075  
Phone: 011-20427810  
Email: tenders@ihmcl.com*

**b. Opening of Physical Documents**

- i. Physical Documents submitted will be opened as per schedule of the tender defined under RFP with key dates at IHMCL Office, 2nd Floor, MTNL Building, Sector-19, Dwarka, New Delhi – 110075.
- ii. Bidder's authorized representative may attend the opening, and those who are present shall sign the Attendance Sheet evidencing their attendance.
- iii. 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.

- iv. Physical Documents shall be opened first and based upon the evaluation of these documents, 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.

**c. Examination and Evaluation of Bids**

- i. 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.

- ii. **Phase-1: Physical Evaluation**

The following documents shall be verified as part of physical evaluation

Document fee: - The document fee (non-refundable) of Rs. 5,000/- (Rupees Five Thousand only) in the form of a demand draft drawn in favour of "Indian Highways Management Company Limited" drawn on any Scheduled bank payable at New Delhi shall be submitted by the Applicant.

EMD: - The envelope containing EMD and other relevant documents as required by this RFP will be opened. All the documents shall require to be as per format prescribed in the RFP. At any stage during the entire Bid evaluation process, if the EMD is found to be invalid, the respective Bidder's Bid shall be summarily rejected. If Physical Documents submitted by the Bidder has the Financial Bid details, the Bid shall be summarily rejected.

The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD) for an amount INR 5,00,000/- (Rupee Five 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.

The Earnest Money shall be in the form of a demand draft drawn in favour of “Indian Highways Management Company Ltd.” on any Scheduled bank payable at New Delhi.

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.

**iii.** Other documents as specified the RFP

The Technical Bids will be evaluated by an Evaluation Committee. The Bidder shall have to fulfil all the Eligibility Criteria as specified in the RFP. The Bidder shall have to submit all the required documents and forms specified as per Annexure A – Annexure G (excluding Financial Proposal) physically. 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 Bids by the Evaluation Committee 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.

**iv.** Evaluation of submitted bids:

- a. The evaluation committee appointed by IHMCL will carry out the technical evaluation of Proposals of bidders based on the documents submitted, as mentioned in subsequent sections.
- b. The technical proposal should contain a technical presentation in PDF format, which can showcase the Bidder’s experience at all projects of implementing Multi Lane Free Flow (MLFF) Tolling System or RFID based ETC tolling system.

**v. Phase-2: Technical Evaluation****a) Technical score:**

The technical score (ST) shall be given as follows:

Sl. #	Technical Evaluation Criteria	Maximum Marks										
A.	Sole bidder/Lead Member Profile	20										
A1	<div>Average annual turnover of the Sole Bidder/Lead Member in case of a Consortium, per annum during the last three (03) financial years, i.e. FY 2016-17, FY 2017-18 and FY 2018-19.</div> <div>Marks shall be allotted as given below:</div> <table><tr><th>Average Annual Turnover (last 3 FY)</th><th>Marks</th></tr><tr><td>Below Rs. 5 Crore</td><td>0</td></tr><tr><td>&gt; Rs. 5 Crore to &lt;= Rs. 10 Crore</td><td>5</td></tr><tr><td>&gt; Rs. 10 Crore to &lt;= Rs. 20 Crore</td><td>10</td></tr><tr><td>&gt;20 Crore</td><td>20</td></tr></table>	Average Annual Turnover (last 3 FY)	Marks	Below Rs. 5 Crore	0	> Rs. 5 Crore to <= Rs. 10 Crore	5	> Rs. 10 Crore to <= Rs. 20 Crore	10	>20 Crore	20	20
Average Annual Turnover (last 3 FY)	Marks											
Below Rs. 5 Crore	0											
> Rs. 5 Crore to <= Rs. 10 Crore	5											
> Rs. 10 Crore to <= Rs. 20 Crore	10											
>20 Crore	20											
B.	Relevant Project Experience	80										
B1	<div>Experience of implementing Multi Lane Free Flow (MLFF) Tolling System for commercial operations anywhere in the world: -</div> <table><tr><th>No. of projects</th><th>Marks</th></tr><tr><td>0 projects</td><td>0</td></tr><tr><td>Up to 2 projects, OR, Relevant Experience of implementation in 2 countries</td><td>10</td></tr><tr><td>3 to 5 projects, OR, Relevant Experience of implementation in 3 countries</td><td>15</td></tr><tr><td>&gt;5 projects, OR Relevant Experience of implementation in 4 countries</td><td>20</td></tr></table>	No. of projects	Marks	0 projects	0	Up to 2 projects, OR, Relevant Experience of implementation in 2 countries	10	3 to 5 projects, OR, Relevant Experience of implementation in 3 countries	15	>5 projects, OR Relevant Experience of implementation in 4 countries	20	20
No. of projects	Marks											
0 projects	0											
Up to 2 projects, OR, Relevant Experience of implementation in 2 countries	10											
3 to 5 projects, OR, Relevant Experience of implementation in 3 countries	15											
>5 projects, OR Relevant Experience of implementation in 4 countries	20											

Sl. #	Technical Evaluation Criteria	Maximum Marks
B2	<p>Presentation to be provided to Bid Evaluation Committee, including but not limited to following parameters: -</p> <ul style="list-style-type: none"> <li>(i) Understanding of context and objectives</li> <li>(ii) Proposed methodology</li> <li>(iii) Technology to be used</li> <li>(iv) Specifications of equipment to be used</li> <li>(v) Success in previous projects</li> <li>(vi) Work plan</li> </ul>	60
<b>ST = Sum of marks obtained in A1, B1 and B2</b>		

**Important: Minimum technical score (ST) to qualify for Financial Proposal evaluation is 60 marks out of total 100 marks.**

**vi. Phase 3: - Financial Evaluation**

**a) Financial score: -**

- i. The Financial Bids of ONLY the Bidders who are declared as qualified in Phase 1 and have Technical Score of minimum 60 marks after Technical Evaluation will be opened.
- ii. The Financial Bid Evaluation will be based on the “Total Cost of Pilot”, quoted by the Bidder which would be the basis for total pay-outs, but will exclude the GST (if applicable).
- iii. 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.
- iv. The Evaluation Committee shall determine if the financial bid is complete and without computational errors. The financial quotes shall be provided on e-tender portal only.
- v. **The Bidder who has quoted the least Total Financial Bid shall be given a Financial Score of 100 marks. The Financial Scores of Bidders shall be computed as follows:**

$$SF \text{ (Financial Score of a Bidder)} = 100 \times [\text{lowest Total Financial Bid quoted (in INR)} / \text{Total Financial Bid quoted by the Bidder (in INR)}]$$

**vii. Composite Score: -**

Combined evaluation of Technical and Financial Proposals. Proposals will finally be ranked according to their combined technical (ST) and Financial (SF) scores using the weights indicated below:

$$S = ST \times 0.8 + SF \times 0.2$$

Where,

S= Combined Bid Score,

ST= Technical Score out of 100

SF= Financial Score out of 100

**d. Selection and award criteria: -**

The Bidders shall be ranked based on their Composite Scores. The Bidder who has secured the highest Composite Score shall be considered to be the Successful Bidder.

**e. Responsiveness of Bids: -**

IHMCL shall determine as to whether each bid is responsive to the requirements of this RFP document. A bid will be declared non-responsive in case:

- a) If the Authorized Signatory holding Power of Attorney and Signatory are not the same
- b) If a bidder submits a conditional bid or makes changes in the terms and conditions given in this RFP document
- c) Failure to comply with all the requirements of RFP document by a bidder
- d) If the financial bid is not submitted in the formats prescribed in the RFP document
- e) If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the Bids and the same may lead to Bid being declared as non-responsive.  
and
- f) The bid contains any pre-condition, assumption or qualification;

- f.** No proposal shall be accepted after the due date and time for submission of Proposals as specified in "Part – II: Schedule of the Tender".

- g.** After the Proposal submission until the contract is awarded, if any Bidder wishes to contact IHMCL on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence IHMCL during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the Bidder's proposal.
- h.** The bidder can use the experience of a company which controls, is controlled by, or is under the common control with such bidder. The 'control' means the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such bidder, as on the Bid Due Date. In such case, the bidder shall submit the following documents:
- A certificate from the bidder's statutory auditor/ chartered accountant certifying the relationship between the bidder and the company whose experience is being shown along with the percent of voting shares under common control.
  - A letter of support, in form of undertaking, from the company whose experience is being shown as relevant experience that it will provide necessary technical and financial support to the Bidder in implementation of the project.



### **3.7 IMBALANCED BID**

If the Bid of the Successful Bidder is seriously imbalanced in relation to 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 the RFP 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.

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

### **3.9 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS**

- a. Bidders may seek clarification on this RFP document no later than the date specified in the Schedule of the Tender. IHMCL reserves the right to not entertain any queries post that date. The Bidders are requested to submit the queries in electronic format (both PDF and MS Excel file). Any request for clarification must be sent by standard electronic format (both PDF and MS Excel file) to the IHMCL's office addressed to:

*General Manager,  
Indian Highways Management Company Limited.  
2nd Floor, MTNL Building, Sector-19, Dwarka,  
New Delhi – 110075  
Phone: 011- 20427810  
Email: tenders@ihmcl.com*

b. The format for sending the queries is as mentioned below:

Sl No	RFP reference	Query related to	Explanation of the Query	Suggestion (If any)

c. IHMCL will endeavour to respond to the queries not later than the date mentioned in this RFP. IHMCL will post the reply to all such queries on websites mentioned in RFP.

d. At any time before the submission of Proposals, IHMCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted only on the Official Website: <https://etenders.gov.in>, [www.ihmcl.com/tenders](http://www.ihmcl.com/tenders). In order to provide the Bidders reasonable time for taking an amendment into account, or for any other reason, IHMCL may at its sole discretion extend the proposal submission date.

e. The bidder's confirmation on participating in the pre-bid meeting must be sent to [tenders@ihmcl.com](mailto:tenders@ihmcl.com) as per schedule of events.

### 3.10 **ELIGIBILITY OF BIDDER**

Sl #	Requirement Parameter	Eligibility Conditions/Conditions
1.	<b>Legal Entity</b>	<p>1. The bidder shall be one of the following:</p> <p>(i) A company registered in India and incorporated under the Companies Act 1956/2013.</p> <p>(ii) A company of foreign origin incorporated under (i) above or equivalent law/Act in the country of jurisdiction subject to point (iii) below.</p> <p>(iii) Consortiums, or Joint Ventures are allowed to bid subject to following conditions:</p> <ol style="list-style-type: none"> <li>The lead member of the Consortium should be registered under the Companies Act 2013/56</li> <li>maximum number of partners in the Consortium shall be two (2);</li> <li>the parties in the Consortium shall be jointly and severally liable;</li> <li>No applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant.</li> <li>The Application should contain the information required for each member of the Consortium;</li> <li>members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall be responsible for all interactions with IHMCL;</li> <li>the Application should include a brief description of the roles and responsibilities of individual members; and</li> </ol>

Sl #	Requirement Parameter	Eligibility Conditions/Conditions
		h. The eligibility/ experience of any partner of JV or Consortium shall be considered only if the partner is proposed to hold at least twenty-six percent (26%) of capital contribution in the JV/ Consortium.
2.	<b>Annual Turnover</b>	The Sole Bidder or the Lead Member in case of consortium should have an average annual turnover of minimum Rupees Five Crores (Rs. 5,00,00,000) over the past three financial years i.e. FY 2016-17, FY 2017-18 and FY 2018-19. Certificate from the Statutory Auditor in the prescribed format should be submitted in technical bid.
3.	<b>Net worth</b>	The Sole Bidder or the Lead Member, in case of a Consortium must have positive Net worth in Indian Rupees as on 31 March, 2019. Certificate from the Statutory Auditor in the prescribed format should be submitted in technical bid.
4.	<b>Relevant Experience</b>	<p>The Sole Bidder, or the Lead Member (in case of Consortium) or any member of consortium, should have following experience in order to be eligible for bidding:</p> <ol style="list-style-type: none"> <li>1. Successfully executed end to end deployment (from planning to construction to operation &amp; maintenance for at least 6 months) of RFID based ETC Tolling System for commercial operations anywhere in the world or Multi Lane Free Flow tolling system anywhere in the world on at-least 5 project having 100 lanes cumulatively.</li> <li>2. Should have an agreement for supply of RFID transceiver and ANPR camera from the OEM which have been deployed at least 2 RFID based MLFF tolling system or ETC tolling system approved by government agency anywhere in the world.</li> </ol> <p>In case of a Consortium, only one member needs to necessarily satisfy the above project experience.</p>
5.	<b>Undertaking of Blacklisting</b>	<p>The Sole Bidder or the Lead Member and each member of the consortium, in case of a Consortium, should not have been black-listed by any State / Central Government Department or Central /State PSUs as on Proposal Due Date. (Undertaking to be provided by the Authorized Signatory of the Bidder on its letterhead)</p> <p>Complete details of relevant work experience along with copy of documentary proof shall be submitted as part of the proposal as per relevant Annexures.</p> <p>Note: *In case of currently running projects, the proposed/scheduled completion date to be mentioned.</p>

### **3.11 AWARD OF CONTRACT**

- a. After selection, a Letter of Award (the "LOA") will be issued by IHMCL to the Successful Bidder and the Successful Bidder shall, within 7 (Seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the IHMCL may, unless it consents to extension of time for submission thereof, appropriate the EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by IHMCL on account of failure of the Successful Bidder to

acknowledge the LOA, and the second lowest cost (i.e. L2) Bidder may be proposed to perform the work as per rates quoted by L1 bidder.

- b. Performance Security: Within 15 (Fifteen) 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 equal to 10% of the Total Bid Price (value of awarded work), issued by a Bank described under this RFP which shall be verified at any branch located in the National Capital territory of Delhi and through SFMS mode as performance security for the due performance of its obligations under the Contract.

The aforesaid Bank Guarantee shall be as per the format given in format provided in this RFP and will be valid for a period till Contract period after the expiry of Contract period and shall also have a minimum claim period of 1 year.

- c. Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Bidder, it shall execute the Agreement within 30 (Thirty) days from the date of issue of LOA. The Successful Bidder shall not be entitled to seek any deviation in the Agreement.
- d. Commencement of Services: The Successful Bidder is expected to commence the Services as per key activity timelines prescribed in the RFP. If the Successful Bidder fails to either sign the Agreement, commence the services), as specified herein, IHMCL may invite the second lowest cost (i.e. L2) Bidder for contract signing as may be deemed fit. In such an event, the EMD/ Performance Security, as the case may be, of the first ranked Bidder shall be liable to be forfeited.

### **3.12 KEY ACTIVITY TIMELINES**

<b>S.No.</b>	<b>Description</b>	<b>Timeline</b>
(a)	Issuance of LOA by IHMCL	T
(b)	Acceptance of LOA by successful Bidder	T+7 days
(c)	Submission of Performance Bank Guarantee by successful Bidder	T+15 days
(d)	Letter for Commencement of Services issued by IHMCL post verification of Bank Guarantee or Contract Agreement Signing Date	M

### **3.13 PAYMENT TERMS**

- a) Payments will be made in Indian Rupees only.
- b) The payment milestones shall be as per the following table:

#### **Payment Milestones**

<b>Sr. No.</b>	<b>Milestone Description</b>	<b>Percentage Payout<sup>1</sup></b>	<b>Milestone Due Date</b>
Milestone 1.	Detailed Design Report (After acceptance of Report)	20%	M + 30 days
Milestone 2.	After Go-Live of MLFF RFID gantry based Pilot	40%	M + 90 days Go-Live date should be within 90 days from M.
Milestone 3.	Final Performance Review Report III (After acceptance of report)	40%	M + 06 month

*\* As percentage of total bid price*

- c) All payment will be subject to penalty and/or adjustments as per conditions mentioned in this document and shall be released within 30 days from the date of undisputed invoice.

### **3.14 DAMAGES**

- a. Delay in design, engineering & installation: - If service contractor fails to supply, design, and engineer and install the gantry based design as per timelines, penalty of Rs. 50,000/- per day upto maximum of Rs. 50,00,000/- shall be applied.
- In case of delay beyond 20 days, IHMCL may consider termination of contract or forfeiture of the performance security or both.

- b. Each issue/concern highlighted during the contract period must be addressed within 24 hours of written notice/email from IHMCL. For which start time shall be the time of email forwarded/issued by IHMCL.
- c. Any delay in rectification of issue during the service period, except in Force Majeure situations, shall attract penalty of INR 5,000/- (Five Thousand Indian Rupees) per day subject to a maximum of INR 50,000/- (Fifty Thousand Indian Rupees) for each instance.
- d. 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 Contractor or from the Performance Security as deemed appropriate by IHMCL.
- e. At any time during Contract Period, if IHMCL observes that there are significant variations in observed results and the performance level required (specified in relevant sections of RFP), IHMCL shall have the right to terminate the Contract Agreement and consider forfeiture of the security deposit. In such case, IHMCL may consider, at its sole discretion, any of the following recourse:
  - (i) instruct the successful bidder to install Corrective measures (ref. Annexure A) at no additional cost to IHMCL (failure to comply to the same by the successful bidder will be considered a breach of contract conditions), or
  - (ii) award the contract/work to the next lowest cost bidder (i.e. L2), or
  - (iii) Take any action as may be deemed fit to IHMCL.
- f. The Vendor needs to ensure that the Civil work involved in laying of gantries and other relevant equipment is done with minimal disruption to traffic on the highway. In case the Vendor's plan requires disruption to traffic, the same has to be submitted to IHMCL for approval and the work should not be started without approval from IHMCL on the matter. Also, the work should not cause any damage to the highway. If the work plan involves potential damages to the highway, a detailed plan regarding damage and course for correction should be submitted to IHMCL and approval be sought before proceeding with the same.

### **3.15 PERFORMANCE SECURITY**

Within 15 (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 equal to 10% of the Total Bid Price (value of awarded work) issued by a Bank described under this RFP which shall be verified at any branch located in the National Capital territory of Delhi and through SFMS mode as performance security for the due performance of its obligations under the Contract.

The aforesaid Bank Guarantee shall be as per the format given in format provided in this RFP and will be valid for a period till Contract period after the expiry of Contract period and shall also have a minimum claim period of 1 year.

### **3.16 BANK GUARANTEE (BG)**

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

- i. Any Nationalized Bank
- ii. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 crores 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 considered
- iii. A Foreign Bank (issued by a branch outside India) with a counter guarantee from any Indian Nationalized Bank.
- iv. Export Import Bank of India

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

The capital adequacy of the Bank shall not be less than the norms prescribed by RBI. The bank guarantee issued by a Cooperative Bank shall not be accepted.

### **3.17 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.

### **3.18 MISCELLANEOUS**

a. The Selection 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 Selection Process. IHMCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (i) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- (ii) consult with any Bidder in order to receive clarification or further information;
- (iii) retain any information and/or evidence submitted to IHMCL by, on behalf of and/or in relation to any Bidder; and/or
- (iv) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

#### **b. Force Majeure**

- (i) No Party shall be considered in default of performance of its obligations under the terms of this Agreement, if such performance is prevented or delayed for any causes beyond the reasonable control of the Party affected by such event (hereinafter referred to as “Affected Party”), including, but not limited to, fire, flood, explosion, acts of God, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions which substantially bars the performance of obligations of the Affected Party (hereinafter referred to as “Force Majeure Event”)

- (ii) **Reporting of Force Majeure:** If a Force Majeure Event arises in the aforesaid manner, the Affected Party shall maximum within 24 hours notify the other Party



in writing of such condition and the cause thereof. However, in case the Service Provider claims to have suffered force Majeure Event, the Service Provider shall continue to perform its obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance, unless otherwise directed by the IHMCL.

- (iii) **Mitigating the Force Majeure Event:** Upon occurrence of Force Majeure Event, the Affected Party shall immediately take steps as are reasonably necessary to remove the causes resulting in Force Majeure if within its control and to mitigate the effect thereof. Any costs incurred and attributable to such event or curing of the Force Majeure Event shall be solely borne by the Affected Party.

## **PART – IV: SCOPE OF WORK**

### **4. TERMS OF REFERENCE**

#### **4.1 BACKGROUND**

1. The total length of National Highways (NHs), the primary arterial road network in the country, at present is about 1,20,510 km. There has been phenomenal increase in length of NHs since Independence when the total length was about 21,378 km only. While, the total length of the primary arterial road network in the country is only about 1.9 % of the total length of road network of about 54.82 lakh kilometres, it carries more than ~40 % of the total traffic.
2. National Highways Authority of India was set up by an act of the Parliament, NHAI Act, 1988 “An Act to provide for the constitution of an Authority for the development, maintenance and management of national highways and for matter connected therewith or incidental thereto”. It has been entrusted with National Highways Development Project, which along with other minor projects, has vested in it 50329 kms of National Highways for development, maintenance and management.  
  
NHAI jointly with its Concessionaires and Financial Institutions incorporated Indian Highways Management Company Limited (IHMCL) on 26.12.2012 under the Companies Act, 1956 to carry out Electronic Tolling and other ancillary projects of NHAI.
3. The National Highways Act allows the Government of India to collect toll fare from the road users. Thus, the main sources of financing Road projects include cess levied on petrol and High Speed Diesel (HSD) and Tolling (either, by Government for public funded projects, or, by private concessionaires for BOT (Toll) / OMT projects). Of these, the revenue from tolling forms a major chunk to the overall financing budget of new such projects. Thus, the NHAI awards works for design, construction, operation and maintenance of highways to Concessionaires / Contractors. These Concessionaires / Contractors in turn collect the toll fares from vehicles at physical toll plaza booths across national highways.

4. Currently, the toll payment at toll plazas is either through cash or through Electronic Toll Collection (ETC) mode. This ETC mode is enabled by RFID based technology, wherein, an RFID sticker (FASTag) is affixed to the windshield of the vehicle and it is read by an RFID reader equipment installed at the toll plazas. Currently, these toll plazas are operated in barrier tolling mode.
5. The current toll design causes frequent disruption to traffic, especially on highly congested networks. This leads to an overall significant socio-economic loss to the country on account of toll plazas due to factors such as fuel cost of vehicles while waiting at toll plazas, passenger time value lost, opportunity cost of inventory due to toll plaza wait time, etc.
6. Moreover, the current design is incidence-based tolling where vehicles end up paying toll fare only if they cross a physical toll plaza. Thus, several vehicles using significant section of national highway do not pay any fare if they exit the highway just prior to encountering a plaza. On the other hand, some vehicles may end up paying toll fare for the entire project stretch even for using a small section of the highway, if the plaza falls on that small section used.
7. To address the problem of traffic disruption, NHAI/ IHMCL is exploring the option of RFID based Multi-lane Free Flow gantry system in India. Under this barrier-less gantry system, vehicles can cruise through tolling points without the need to slow down. At the same time, placing a gantry on every sub-stretch of a project will enable an effective implementation of pay-as-you-use tolling design.
8. To this extent, IHMCL now wishes to conduct a pilot for gantry based free flow tolling in India.

#### **4.2 OBJECTIVE**

1. The primary objective of Multi-lane free flow (MLFF) RFID gantry-based tolling pilot is to develop a proof of concept and establish the effectiveness of RFID technology, with the exact same ISO 18000-6C standard as currently used in India, to enable tolling at high speed and high traffic highway road networks with significant level of accuracy.

The information is required to be captured by gantries for analysis purpose only and for establishing comparison with data at nearest toll plaza. The pilot gantries shall not be used for toll amount deduction of passing vehicle.

2. The scope of pilot consists of:

- a. Designing the architecture of barrier-less gantries.
- b. Installation of required equipment at points identified by IHMCL/NHAI.
- c. Tracking and reporting of vehicles in the required data format.
- d. Operating and maintaining both gantry software and hardware during the course of pilot duration.
- e. Dismantling the infrastructure post the project is over and restoration of site to original condition.
- f. Closing of all cases of damage, restoration etc.
- g. Submit the report of handover of data to IHMCL with undertaking of no data held with them and the data collected by them shall not be used for any other purpose, except as provided in the RFP.

The detailed scope of the work is given in subsequent pages.

#### **4.3 SCOPE OF WORK**

IHMCL has outlined the following project stretch for the purpose of Multi-lane free flow RFID gantry-based tolling pilot.

The Pilot Project stretch will be on the Delhi-Chandigarh national highway corridor between the towns of Panipat and Ambala. The entire project stretch (a 6 lane highway) will include 3 sites where an MLFF barrier-less gantry will be placed at each point. The project stretch will include the required Right of Way (RoW) of Section of NH 44 on the Panipat to Karnal sub-stretch, Karnal to Nilokheri sub-stretch, Nilokheri to Kurukshetra sub-stretch, Kurukshetra to Shahbad sub-stretch and Shahbad to Ambala sub-stretch. A sub-stretch here is defined as the intersection of any National or State Highway with the NH 44, where major traffic flows would enter/exit.

2. One Multi-lane free flow gantry should be placed at the selected site on either side of the road on each of these 3 sub-stretches. This would mean a total of 6 such gantries might be required for the scope of this pilot project. The bidders are advised to visit the project stretch under consideration and create their own independent analysis of the number and size of gantries required.

3. The locations are tentative. The same is to be finalized in consultation with NHAI based on final design of the system. Tentative location will be 1 Km from the Toll Plaza.

4. The contractor shall design and develop systems pertaining to the following minimum specifications:

- The gantry equipment should consist of passive RFID readers which can capture and uniquely identify all the ETC FASTag enabled vehicles passing through the gantry during the entire duration of pilot.
- The gantry equipment should also consist of ANPR cameras which can capture license plate image of all vehicles passing through the gantry and perform 'Optical Character Recognition' on these images to uniquely identify the vehicle.
- The RFID readers shall be capable of reading ETC FASTags currently deployed, at normal running speeds of vehicles
- The exact quantity and specifications of each equipment can be at the discretion of the contractor while ensuring that the accuracy of data captured is as per requirements as mentioned in the RFP.

5. The gantry equipment installation should include, but not restricted to, the following components:

a. **RFID reader with below specifications or any higher specifications as per project requirement**

- Standard: ISO 18000-6C
- Polarization pattern: Circular/ Linear
- Frequency range: 865-867 MHz
- Reading distance: 10-15 metres

- Any other specifications as deemed necessary by the contractor for capturing and identifying ETC-enabled vehicles at speed of maximum 150 km/hour with an accuracy of 99% (ninety-nine percentage) at least.

**b. Automatic Number Plate Recognition (ANPR) -enabled camera with below specifications or any higher specifications as per project requirement**

- Frames per second: 60
  - Megapixel: 3.0
  - Any other specifications as deemed necessary by the contractor for capturing and identifying ETC-enabled vehicles at speed of maximum 150 km/hour with an accuracy of 80% at least on standard license number plates.
- c. Physical gantry hardware required to support the necessary mounted equipment (as per standard NHAI specifications)
- d. Cabling as necessary
- e. Hardware enclosure box for protection of cable and server equipment, as required
- f. Power and internet connectivity source to support the installation and integration of gantry design
- g. Any other component as per technical solution proposed by the contractor that may be required for uniquely identifying the ETC-enabled vehicles passing through the gantry and establishing the MLFF RFID barrier-less gantry based proof-of-concept.
- h. RFID system shall have an anti-collision function, to read multiple RFID tags at the same time.
- i. Channel Switching should be done within 6 milliseconds or faster.
- j. RFID Reader shall be capable to read the tag of moving vehicle with speed of up to 150 km/h.
- k. RFID Reader shall support minimum 4 radio channels for connecting 4 Antenna. Not more than 4 Antennas shall be connected to one RFID Reader.
- l. The RFID channel switching should be customizable at the Control room application side.
- m. All the tags should be stored to reader internal memory before sending on the network.
- n. Air Interface Protocols - ISO 18000-6C (EPC Class 1 Gen 2), ISO 18000-6C
- o. The reader shall operate only on the frequency of 865-867 MHz as specified in India.

- p. The equipment shall be designed to withstand the adverse climatic conditions that can arise on the location of installation of the road side equipment and shall be Suitable for 24x7 operations in open environment.
- q. The RFID reader and antenna shall have all applicable type approvals from WPC wherever relevant.

Any functionality not expressly stated in this bidding document but required to meet the needs of the project to ensure successful functioning of the system shall essentially be under the scope of the Successful Bidder and for that no extra charges shall be admissible for the same.

6. The performance tracking reports for each of the gantries should include data of each vehicle captured at the gantries in the following format:

- Timestamp
- ETC Tag ID (as per RFID reader data)
- Vehicle number (as per ANPR camera)
- Direction of movement of vehicle

7. The reports should also integrate the information captured from different gantries and the nearby physical toll plazas to create a vehicle-level database in the following format:

- Date
- ETC Tag ID (as per RFID readers data)
- ETC Tag ID (as per nearest toll plaza)
- Direction of movement of vehicle

8. Compliance reporting: Contractor shall validate the vehicles passing by against the report database on ETC vehicles crossing the nearest toll plaza as provided by NHAI.

#### **4.4 IHMCL'S RESPONSIBILITY**

IHMCL will make available following to the successful bidder:

- Assistance (if so required) from the concerned highway concessionaire(s) for procuring the right-of-way on concerned stretches for placing on-road gantry units, including coordination with officers of NHAI at concerned Project Implementation Unit / Regional Office, etc.
- Required approvals and relevant documentation from NHAI and / or other stakeholders concerned with the highway stretch
- Intervening / calling meetings with the MLFF RFID Pilot Contractor on need basis to jointly discuss / finalize / brief the desired system / operational / functional requirement for achieving the desired results
- Providing ETC vehicle database from the nearest toll plaza for validation of vehicles passing by in order for Contractor to create the compliance report
- Provide sign-off on various reports, designs, etc. in course of the pilot POC.

#### **4.5 CONTRACTOR'S RESPONSIBILITY/OBLIGATION**

The MLFF RFID Pilot Contractor agrees and undertakes to fulfill the minimum service requirements/obligations. Broadly, these shall inter-alia include

- Covering the entire Service Area as prescribed under Section 4.3.
- Setting up Multi-Lane Free Flow System based on Passive-RFID Gantry based design including the RFID on-road reader, ANPR-enabled camera as per requirements including all related civil and mechanical works on the highway.
- Using the same components of RFID reader/transceiver and ANPR camera from the OEM which have been deployed at least 2 RFID based MLFF tolling system approved by government agency anywhere in the world as referred in Section 3.10
- The Contractor shall be responsible for arrangement and provision of all sources of electrical power including back-up, internet and communication for setting up the entire system.
- Strictly comply to the prescribed timelines and specifications.
- Operating and maintaining the MLFF RFID gantry system to meet the Service Level Requirement (SLR) prescribed under Section 4.6.
- Compliance reporting: Shall provide all reports on time and in the frequency and format as following:



- Toll Plaza Data – The Vendor will be required to setup its system to accept ETC data from selected Toll Plazas. The Data shall be transmitted at the end of day in the format shall be specified by IHMCL.
- Data Match report – The Vendor shall generate the report to capture the match/mismatch between FASTag data read by the Gentries and corresponding Plaza data. The reports shall be generated on a daily frequency and shall capture the following data, at a minimum:
  - Aggregate count of Vehicles read by Gantry in the day
  - Aggregate count of Vehicles read by Plaza (basis data shared by IHMCL) in the day
  - Details of vehicle that could NOT be read by Gantry, but were detected at Plaza– count, class, time of operations
- Vendor Data – The Vendor will also develop API to push the Gantry data to IHMCL on an hourly frequency. This report should have the following data – Number of FASTag, number of vehicle, time of operation. IHMCL may choose to randomly verify the Data Match report against this data and its own data sources.
- The MLFF RFID Gantry Pilot Contractor shall be responsible to comply with all statutory requirements concerning the subject matter viz. compliance to Labour Laws, Tax (es), employee insurance etc.
- The MLFF RFID Gantry Pilot Contractor to own the physical infrastructure (including but not limited to the readers, cameras and gantry crane) and dismantle the system and restore the site to original condition at the end of pilot duration.

#### **4.6 SERVICE LEVELS**

4.6.1 Contractor to submit a detailed gantry design architecture report within 30 days from the date of signing of contract agreement or date of issuance of instruction for commencement notice issued by IHMCL

4.6.2 Contractor shall complete the necessary installation and integration of all gantries, along with the required equipment, on the selected corridor within 60 days of submission of Gantry Architecture Report

4.6.3 Maximum gantry downtime, due to power failure or any other reason, to be not more than 15 minutes per day at each gantry

4.6.4 Maximum gantry downtime, due to power failure or any other reason, to be not more than 7 hours cumulative per month at each gantry

4.6.5 RFID readers to demonstrate at least 99% accuracy of ETC-enabled vehicle identification at each gantry

- Data captured to be corroborated with the ETC data collected from the nearest physical toll plaza as per data available with IHMCL on the same sub-stretch. Data accuracy compared to nearest toll plaza to be suitably modified to account for instances where tags not read at toll plazas but read at barrier-less gantries due to valid reasons.

4.6.6 ANPR cameras to demonstrate at least 80% accuracy of ETC-enabled vehicle identification at each gantry.

4.6.7. In case the System is not able to achieve an accuracy levels as specified in Clause 4.6.5 and 4.6.6 for consecutive three weeks of operations, IHMCL may choose to adopt the following

- a. Notice to the Vendor regarding unacceptable system performance and to fix the system by ensuring the discrepancy does not exceed 5% of the specified levels. Within a period of two (2) weeks ("Curing Period")
- b. If the Bidder is not able to bring the system as per specifications within the Curing Period, IHMCL reserves the right to terminate the Contract with the Vendor as per conditions specified in the Contract.

#### **4.7 PROJECT DURATION:**

The initial phase ("Go-Live") of pilot engagement shall be 03 months from date of signing of Contract Agreement for designing and installing the MLFF gantries. The second phase of pilot duration shall be 03 months from the date of pilot Go-Live for operating & maintaining the gantry hardware and software and reporting the performance of these gantries as per the Terms of Reference of this pilot. The period of pilot duration may be further extendable by upto 06 months at the sole discretion of IHMCL/MoRTH at mutually agreed terms and conditions.

## **PART – V: CONDITIONS OF CONTRACT**

### **5.1 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.

### **5.2 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.

### **5.3 APPLICABLE LAW**

Appropriate laws as in force in Republic of India shall apply.

### **5.4 Project Scope**

The scope of project shall include activities as specified in RFP.

### **5.5 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.

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

### **5.6 RIGHT TO AMEND PROJECT SCOPE**

IHMCL retains the right to amend the Project Scope without assigning any reason at any time during the Contract Period. IHMCL makes no commitments, express or implied, that the full scope of work as described in this RFP will be commissioned.

### **5.7 PAYMENT TERMS**

a) Payments will be made in Indian Rupees only.

b) The payment milestones shall be as per the following table:

## Payment Milestones

Sr. No.	Milestone Description	Percentage Payout <sup>1</sup>	Milestone Due Date
Milestone 1.	Detailed Design Report (After acceptance of Report)	20%	M + 15 days
Milestone 2.	After Go-Live of MLFF RFID gantry based Pilot	40%	M + 45 days
Milestone 3.	Final Performance Review Report III (After acceptance of report)	40%	M + 06 month

*\* As percentage of total bid price*

*\*\* where M is the date of Contract signing or letter of commencement issued by IHMCL post verification of performance bank guarantee.*

- c) All payment will be subject to penalty and/or adjustments as per conditions mentioned in this document and shall be released within 30 days from the date of undisputed invoice.

## 5.8 Damages

- a. Delay in design, engineering & installation: - If service contractor fails to supply, design, and engineer and install the gantry based design as per timelines, penalty of Rs. 50,000/- per day upto maximum of Rs. 50, 00,000/- shall be applied.  
In case of delay beyond 20 days, IHMCL may consider termination of contract or forfeiture of the performance security or both.
- b. Each issue/concern highlighted during the contract period must be addressed within 24 hours of written notice/email from IHMCL. For which start time shall be the time of email forwarded/issued by IHMCL.

- c. Any delay in rectification of issue during the service period, except in Force Majeure situations, shall attract penalty of INR 5,000/- (Five Thousand Indian Rupees) per day subject to a maximum of INR 50,000/- (Fifty Thousand Indian Rupees) for each instance.
- d. 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 Contractor or from the Performance Security as deemed appropriate by IHMCL.
- e. At any time during Contract Period, if IHMCL observes that there are significant variations in observed results and the performance level required (specified in relevant sections of RFP), IHMCL shall have the right to terminate the Contract Agreement and consider forfeiture of the security deposit. In such case, IHMCL may consider, at its sole discretion, any of the following recourse:
  - (i) instruct the successful bidder to install Corrective measures (ref. Annexure A) at no additional cost to IHMCL (failure to comply to the same by the successful bidder will be considered a breach of contract conditions), or
  - (ii) award the contract/work to the next lowest cost bidder (i.e. L2), or
  - (iii) Take any action as may be deemed fit to IHMCL.

## 5.9 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.

#### 5.10 CONTRACT PERIOD

The initial phase ("Go-Live") of pilot engagement shall be 03 months from date of signing of Contract Agreement for designing and installing the MLFF gantries. The second phase of pilot duration shall be 03 months from the date of pilot Go-Live for operating & maintaining the gantry hardware and software and reporting the performance of these gantries as per the Terms of Reference of this pilot. The period of pilot duration may be further extendable by upto 06 months at the sole discretion of IHMCL/MoRTH at mutually agreed terms and conditions.

#### 5.11 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, theft, accidental damage, vandalism, fire, flood, and Force Majeure events.

#### 5.12 FORCE MAJEURE

- a) 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.
- b) 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.

#### 5.13 INDEMNIFICATION

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- a) 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 IHMCL Indemnified Persons.
- b) The Service Provider shall indemnify IHMCL Indemnified Persons from all legal obligations in respect of professionals deployed by the Service Provider. 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.
- c) In addition to the aforesaid, the Service Provider shall fully indemnify, hold harmless and defend 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.

- d) The provisions of this Clause shall survive Termination.
- e) The remedies provided under the Clause 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.

#### 5.14 TERMINATION

- a) ON EXPIRY OF THE CONTRACT: Subject to the condition mentioned under the RFP, the Agreement shall be deemed to have been automatically terminated on the expiry of the Contract Period unless IHMCL has exercised its option to further renew the Contract Period in accordance with the provisions, if any, of the Contract.
- b) ON ACCOUNT OF FORCE MAJEURE: Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in the RFP.
- c) ON ACCOUNT OF NON PERFORMANCE: If IHMCL observes performance is not as per service levels specified in RFP, IHMCL shall ask the Solution Provider to fix the issue within seven (7) days of the incidence. In case the Solution Provider is not able to resolve the issue within seven (7) days, IHMCL may choose to terminate the Contract.
- d) ON BREACH OF CONTRACT: IHMCL may terminate the Contract if the Service Provider causes a fundamental breach of the Contract. Fundamental breach of Contract includes, but shall not be limited to, the following:
  - i. The Service Provider fails to carry out any obligation under the Contract.
  - ii. The Service Provider without reasonable excuse fails to commence the work in accordance with relevant clauses.
  - iii. Has failed to furnish the required securities or extension thereof in terms of the Contract.
  - iv. the Service Provider stops work and the stoppage has not been authorized by IHMCL;
  - v. 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
  - vi. 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.

- e) The Service Provider sub-contracts any assignment under this Agreement without approval of IHMCL.
- f) Any other fundamental breaches as specified in the RFP.
- g) Notwithstanding the above, IHMCL may terminate the Contract in its sole discretion by giving 30 days prior notice without assigning any reason.
- h) Upon Termination (except on account of expiry of Term of this Agreement, Force Majeure), IHMCL shall be entitled at the sole discretion 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.

#### 5.15 Appropriation of Performance Security

- a) 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, IHMCL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to levy Damages as per relevant Clause hereinabove.
- b) 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 relevant clause hereof.

#### 5.16 MISCELLANEOUS

##### **a) 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,

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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.

**b) Representations and Warranties of the Parties**

The Parties represents and warrants to the each other that:

- i. 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;
- ii. 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;
- iii. 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;
- iv. 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;
- v. 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;
- vi. 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;

**c) Waiver of immunity**

Each Party unconditionally and irrevocably:

- i. Agrees that the execution, delivery and performance by it of this Contract constitute commercial acts done and performed for commercial purpose;
- ii. 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;)
- iii. 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
- iv. 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).

**d) Waiver**

- i. 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:
  - 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;
  - Shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
  - Shall not affect the validity or enforceability of this Contract in any manner.
- ii. 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.

**e) Liability for review of Documents**

Except to the extent expressly provided in this Contract:

- i. No review, comment or approval by IHMCL, any document submitted by the Service 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
- ii. 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.

**f) 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.

**g) Survival**

- i. Termination shall:
  - Not relieve the Contractor or IHMCL, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
  - 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.
- ii. All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination

**h) 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

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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.

**i) 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.

**j) 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.

**k) 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.

**l) Successors and assigns**

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

**m) 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:

- i. 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;
- ii. in the case of IHMCL, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the 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
- iii. 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

**n) 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.

**o) 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 IHMCL's business or operations without prior written consent of IHMCL.

**p) 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.

**q) 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

Signature

Name

Address

For & behalf of

(Contractor)

Witness

1.

Signature

Name

Address

By

Authorised Representative

2.

Signature

Name

Address

## **PART – VI: ANNEXURE**

### **Annexure A: Covering Letter**

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

To

The General Manager

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

**Subject:** SELECTION OF VENDOR FOR PILOT OF MULTI-LANE FREE FLOW TOLLING USING RADIO FREQUENCY (RFID) TECHNOLOGY SYSTEM ON DELHI-CHANDIGARH PROJECT CORRIDOR AT NH-44 ON DESIGN, BUILD AND OPERATE BASIS

RFP. No. **IHMCL/MLFF/2019/02**

Dear Sir,

1. I/We, the undersigned, have carefully examined the contents of the document including amendments/ addendums (if any) thereof and undertake to fully comply and abide by the terms and conditions specified therein and hereby submit our application. Our application is unconditional and unqualified.
2. I/We undertake that, in competing for (and, if the award is made to us), for executing the above contract, we will strictly observe the laws against fraud and corruption in force in India.



3. I/We understand that:

- a. this application, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite application fee and/ or prescribed supporting document shall be summarily rejected.
- b. if at any time, any averments made or information furnished as part of this application is found incorrect, then the application will be rejected
- c. IHMCL is not bound to accept any/ all application(s) it will receive.

4. I/We declare that:

(a) **I/We have not been *declared ineligible*** by IHMCL, NHAI or Ministry of Road Transport & Highways, Government of India or any other agency for indulging in corrupt or fraudulent practices. I/We also confirm that I/We have not been *declared as non-performing or debarred* by NHAI or Ministry of Road Transport & Highways, Government of India.

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

5. I/We declare that our bid is valid for 180 days.

Name .....

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

**Annexure B: Brief Information about the Applicant(s)**

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

**Subject:** SELECTION OF VENDOR FOR PILOT OF MULTI-LANE FREE FLOW TOLLING USING RADIO FREQUENCY (RFID) TECHNOLOGY SYSTEM ON DELHI-CHANDIGARH PROJECT CORRIDOR AT NH-44 ON DESIGN, BUILD AND OPERATE BASIS

RFP. No. **IHMCL/MLFF/2019/02**

1.     (a)     Name of Applicant:  
         (b)     Year of establishment:  
         (c)     Registered Address:  
         (d)     Constitution of the Applicant entity e.g. Government enterprise, private limited company, limited company, etc.
  
2.     Address for correspondence with Telephone/ Fax numbers/ e-mail address:  
         (a)     Complete postal address:  
         (b)     Fixed telephone number  
         (c)     Mobile number  
         (d)     E-mail address
  
3.     Name of the Statutory Auditor certifying the documents along with his/ her Membership number, if applicable:
  
4.     Details of Project meeting the qualifying criteria<sup>1</sup>

Sl. No.	Name of Work	Client	Scope of Work	Value of Project (in INR)	Period of Work	Proof of Experience	
						Document type	Placed at

---

<sup>1</sup> Please include additional sheets if required.

					(Start Date and Completion Date*)	(e.g. contract / work order, completion certificate, and/or client's testimonials, etc.)	

Name .....

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

**Annexure C: Brief Information about the product**

**Subject:** SELECTION OF VENDOR FOR PILOT OF MULTI-LANE FREE FLOW TOLLING USING RADIO FREQUENCY (RFID) TECHNOLOGY SYSTEM ON DELHI-CHANDIGARH PROJECT CORRIDOR AT NH-44 ON DESIGN, BUILD AND OPERATE BASIS

**Ref. No. : IHMCL/MLFF/2019/02**

The technical proposal should contain a technical presentation in PDF format, which can justify the Bidder's proposal on following aspects:

- i. the Bidder's experience at all projects of implementing Multi Lane Free Flow (MLFF) Tolling System or RFID based ETC tolling system.

**Annexure D: Bidder's Annual Turnover**

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

From,

(Name & Address of the Bidder)

\_\_\_\_\_

\_\_\_\_\_

Dwarka

To,

General Manager,

Indian Highways Management Co. Ltd.

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

New Delhi 110 075

**Subject:** -----

**RFP Ref. No.: IHMCL/MLFF/2019/02**

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 (2016-2017)	FY (2017-2018)	FY (2018-2019)	Average

**Yours Sincerely,**

**(Signature of Statutory Auditor)**

**Name of the Statutory Auditor:**

**Name of the Statutory Auditor Firm:**

**Seal:**

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### Annexure E: 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 authorize 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 “**Authorized 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 Authorized 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 Authorized 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 ....., 2020

For .....

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized

---

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 notarized 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 favor 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 legalized by the Indian Embassy and notarized 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 legalized by the Indian Embassy if it carries a conforming Apostles certificate.*

## **Annexure F: Format for Power of Attorney for Lead Member of Consortium**

Whereas the Indian Highways Management Co. Ltd. (the “IHMCL”) has invited bids from interested parties for the (Name of the Project \*\*\*\*\*). (“the Project”).Whereas, ....., ....., and ..... (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., M/s. ...., having our registered office at ....., and M/s. ...., having our registered office at ....., (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s....., having its registered office at ....., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the IHMCL, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Contract is entered into with the IHMCL.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20.....

For .....



(Signature, Name & Title)

For .....

(Signature, Name & Title)

For .....

(Signature, Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

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

**Annexure G: Format for Performance Security (Bank Guarantee)**

To,

General Manager,  
Indian Highways Management Company Ltd  
2<sup>nd</sup> Floor, MTNL Building,  
Sector-19, Dwarka,  
New Delhi – 110075, India

WHEREAS \_\_\_\_\_[Name and address of Agency] (hereinafter called “the Service Provider”) has decided to apply to IHMCL for providing services, in pursuance of IHMCL letter of work award No.\_\_\_\_\_ dated dd/mm/yyyy for **“REQUEST FOR PROPOSAL(RFP) FOR SELECTION OF VENDOR FOR PILOT OF MULTI-LANE FREE FLOW TOLLING USING RADIO FREQUENCY (RFID) TECHNOLOGY SYSTEM ON DELHI-CHANDIGARH PROJECT CORRIDOR AT NH-44 ON DESIGN, BUILD AND OPERATE BASIS”** *(hereinafter called the “Contract”)*.

1. AND WHEREAS it has been stipulated by IHMCL in the said letter that the Service Provider shall furnish a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the terms & conditions of the Contract Agreement.
2. AND WHEREAS we have agreed to give the Service Provider such a Bank Guarantee:
3. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider up to a total of ` ...../- (Rupees ..... ) only, 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 ` ...../- as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

4. We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.
5. We further agree that no change or addition to or other modification of the terms of the service provider or of the works to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
6. We undertake to pay to the IHMCL any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider(s) shall have no claim against us for making such payment.
7. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Service Provider or of the Bank.
8. This guarantee shall also be operable at our \_\_\_\_\_ branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
9. This bank guarantee shall be valid from .....
10. Notwithstanding anything contained herein:
  - (i) Our liability under this Bank Guarantee shall not exceed ` ...../-
  - (ii) The Bank Guarantee shall be valid up to.....

(iii) We are liable to pay the Guarantee amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand on or before .....

Name:

Date :

Designation:

Employee Code Number:

Telephone Number:

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

Address \_\_\_\_\_

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

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

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

Address \_\_\_\_\_

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

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

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

Address \_\_\_\_\_

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

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

\* The bank guarantee shall be verified through SFMS package.

**Annexure H: Format for Financial Bid Submission**

*(For sample only, actual Format to be downloaded from e-tender portal for on-line submission)*

**Ref: IHMCL/MLFF/2019/02**

Dear Sir,

I/We, the undersigned having examined the above referred RFP including addendums thereof and, hereby offer to submit our bid to undertake the subject assignment with total bid value as furnished below.

**Financial Proposal**

<b>Sl.No.</b>	<b>Item</b>	<b>Duration of pilot (A)</b>	<b>Total Cost (Excluding GST) (in Rs.)</b>
1	PILOT OF MULTI-LANE FREE FLOW TOLLING USING RADIO FREQUENCY (RFID) TECHNOLOGY SYSTEM ON DELHI-CHANDIGARH PROJECT CORRIDOR AT NH-44 ON DESIGN, BUILD AND OPERATE BASIS	3 months	
Total Costs			

Annexure I: Self Certificate - Format for Project Citation by the Bidder

The details of projects executed by the Bidder:

Name of the Project & Location	
Client's Name Contract Details Complete Address	
Brief narrative description of Project – highlighting relevant scope of work such as Software Application developed, etc.	
Contract Value for the Project (in INR)	
Date of Start of Project	
Date of Completion of Project/Status of Completion	
Activities undertaken by Lead Member or Consortium member	

(Copies of Work orders/Contract Agreement/Client certificate with relevant pages to be attached along with)

Signature & Seal:

Name:

Designation:

Bidding entity's name

Address:

Date: