

INDIAN HIGHWAYS MANAGEMENT COMPANY LIMITED

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REQUEST FOR PROPOSAL(RFP)  
FOR

Design, Development, Operations and Maintenance of a  
Comprehensive Toll Information System along with Mobile App.



**RFP Reference No.: IHMCL/TIS & Mobile App/2020/01**  
Indian Highways Management Company Limited (IHMCL)  
Sector-19, Dwarka, New Delhi-110075

12-Mar-20

### **DISCLAIMER**

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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.

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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

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## **PART - I: LETTER OF INVITATION**

### **1. INTRODUCTION**

In order to remove the bottlenecks and ensure seamless movement of traffic and collection of tolls as per the notified rates Electronic Toll Collection (ETC) system has been implemented on national highways with passive Radio Frequency Identification (RFID) based on EPC, Gen-2, ISO 18000-6C Standards tags.

For implementing ETC across the country, a new company under Company's Act, 1956, "Indian Highways Management Company Limited" (IHMCL), was constituted in 2012 with equity partnership from highway developers, financial institutions and National Highways Authority of India (NHAI).

During operations and maintenance of tolled stretches of National Highways (NHs), the Concessionaires/ OMT Contractors/ User Fee collection agencies have been mandated to collect toll from road users. The Concession Agreement also provides for the target traffic and target date for a project highway. Average daily traffic in the accounting year verses design capacity of the project highway also requires to be monitored.

The applicable toll fee rates for various categories of vehicles are normally displayed at the respective Toll Plaza. However, IHMCL/NHAI has made a mechanism in the form of a website ([tis.nhai.gov.in](http://tis.nhai.gov.in)) whereby the road users can ascertain through public domain the exact toll amount for a particular plaza or a particular journey between two stations through a selected route. Often, there are complaints/ instances about under reporting of traffic, overcharging of fee rates, not giving concessions/ discounts to local and frequent users, non-provision/ sub-standard provision and poor maintenance of various facilities.

In order to address the above issues and to provide authentic and dynamically updated information to public/ road users, the existing Toll Information System (TIS) has served a good purpose.

To further enhance the existing features in Toll Information System and to provide authentic and dynamically updated more information to public/ road users about various other aspects of direct relevance to them is given below under Scope of Work. The system is to be deployed in Software as a Service (SaaS) or Application Service Provider (ASP) Model. Bidder shall be responsible for Design, Development, Implement, Host, Operations and Maintenance of Toll Information System and Mobile Application.

### **1.1 GENERAL INFORMATION**

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

<b>Name of the Work</b>	<b>Document Fee(non-refundable)</b>	<b>EMD (Earnest Money Deposit)</b>	<b>Closing date and time</b>
RFP for Design, Development, Operations and Maintenance of a Comprehensive Toll Information System along with Mobile App.	INR 5,000/- (INR Five Thousand) Non-refundable	INR 60,000/- (INR Sixty Thousand)	As per schedule of event

- b) All clarifications/ corrigenda will be published only on the e-procurement portal <http://etenders.gov.in>, IHMCL website [www.ihmcl.co.in](http://www.ihmcl.co.in).
- 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 pages.
- e) The time period of the project is 36 months and shall start from the date of signing of Contract Agreement. Upon completion of 36 months, IHMCL may consider extending the engagement on yearly basis upto a maximum of 5 years from the date of signing of Contract Agreement with same “Total Cost” as quoted by the Bidder for the RFP.



## 1.2 Definitions

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

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

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

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

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

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

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

**“Law” or “Legislation”** - shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India or State Government or regulatory authority.

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

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

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

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

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

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

**“Total Cost”** shall refer to the cost quoted by successful bidder in the Financial Bid for the RFP.

**“RFP”** shall mean this limited Request for Proposal dated 12<sup>th</sup> March, 2020 issued by IHMCL.

**“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

**“TIS”** means Toll Information System, the application at present.

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)**

Sl. No.	Event Description	Key Dates / Time
1.	Invitation of RFP	12.03.2020
2.	Last date for receiving queries	20.03.2020
3.	Pre-Bid meeting at IHMCL/NHAI HQ	23.03.2020
4.	IHMCL to response to queries latest by	01.04.2020
5.	Bid Due Date	09.04.2020
6.	Physical submission of Bid Security/ Power of Attorney etc.	09.04.2020 working days (Upto 1500 Hrs IST)
7.	Opening of Technical Bids	13.04.2020 (at 1500hr IST)
8.	Declaration eligible / qualified Bidders	Within 30 days from Bid Due Date
9.	Opening of Financial Bid	Within 45 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 “**Design, Development, Operations and Maintenance of a Comprehensive Toll Information System along with Mobile App**”. Details on the format(s) of submission and list of necessary supporting documents are provided in following sections. The term “Bidder” refers to the entity participating in this bidding. The Proposal will form the basis for contract signing with the selected bidder.

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”.

#### 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 60,000/- (INR Sixty Thousand Only) 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/NHAI HQ. 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 attending 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.
- 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 including applicable taxes, duties, levies, permit, fees, entry fees, manpower, transportation charges, equipment insurance fees, custom duty, handling charges, hosting charges, publishing charges and all other charges to keep application and Mobile App functioning with no expenses of IHMCL except payment term etc., except the Goods and Services Tax (GST) which shall be paid as per



applicable rates. While submitting the Financial Proposal on eportal, 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 180 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 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 etc.) 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 defined under key dates at IHMCL Office.
- 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 as per conditions specified in the RFP, 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

- (i) 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.

- (ii) 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 60,000/- (Rupee Sixty Thousand 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.

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 I (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.

Based upon the evaluation of these documents and the conditions specified in the RFP, 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.

iii. Phase-2: Financial Bid Evaluation:

- i. Post completion of the evaluation in Phase 1, IHMCL will open the Financial bids of qualified bidders on the date and time prescribed. Prior to evaluation of the 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;
  - ii. The Financial Bid Evaluation will be based on the "Total Cost" quoted by the bidder which would be the total payouts for various tasks/heads inclusive of all levies and taxes like Excise Duty, Custom Duty, packing, forwarding, Octroi/Entry Tax, permit, fees, entry fees, manpower, transportation charges, equipment insurance fees, handling charges, hosting charges, publishing charges, Charges for GIS Map & other API, Google & iOS registration, and charges for necessary licenses and other proprietary rights and all other charges to keep application and Mobile App functioning with no expenses of IHMCL except payment term etc., except the Goods and Services Tax (GST) which shall be paid as per applicable rates.
  - 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 bids are complete and without computational errors. The Bid with the lowest "Total Cost" (L1) will be selected.
  - v. The financial quotes shall have to be provided on e-tender portal only.
- d. Submission address:  
*General Manager,*

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

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

### **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 (MS Excel file format only). Any request for clarification must be sent by standard electronic format (MS Excel file only) 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](mailto:tenders@ihmcl.com)

- b. The format for sending the queries is as mentioned below, in MS Excel format only:

Sl No	RFP reference and Pg. No.	Existing RFP Clause	Clarification sought	Suggestion /Remark (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.co.in/tenders](http://www.ihmcl.co.in/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**

- (a) An applicant (referred to as "Bidder") may be a Company incorporated and registered in India under the Companies Act, 1956 or any substitute thereof.  
*Documentary proof (copy of certificate of incorporation) shall be submitted as part of the technical bid.*
- (b) The main objects of the Memorandum of Association of the Bidder should substantiate that in the ordinary course of its business, the Company is engaged in providing similar services in the information technology field.  
*Documentary proof (copy of Memorandum of Association & Article of Association) shall be submitted as part of the technical bid.*
- (c) Financial Strength: The Bidder should have consolidated financial turnover of 05 (Five) Crore or more during last three financial years i.e. FY 2016-17 to 2018-19 from Information Technology Services/ Business.  
*Documentary proof in the form of a certificate from the Company Secretary or statutory auditor/ as per the specified format shall be submitted as part of the technical bid.*
- (d) Technical Strength: The Bidder should have experience of providing similar services in the information technology field i.e. projects relating to design, development, maintenance of web based application for e-governance for Government / Public Sector

units / autonomous bodies / universities / institution / reputed organization / companies, etc. in India and should have completed at least three similar works of consolidated value not less than 50 (Fifty) Lakhs during last three financial years i.e. FY 2016-17 to 2018-19.

*For each work completed, a self-declaration in prescribed format (Form F6) containing information e.g. name of the client, details of work performed, its value, date of completion of the work etc. signed by authorized signatory of the bidder shall be submitted as part of the technical bid along with supporting papers viz. copy of work order, contract agreement or certificate from its client(s) against successful completion of project.*

- (e) A Bidder declared ineligible by NHAI or Ministry of Road Transport & Highways, Government of India for indulging in corrupt or fraudulent practices shall be ineligible to Bid in this tender.
- (f) A Bidder determined non-performing by NHAI shall not be eligible to Bid during the period so determined.
- (g) Consortiums, or Joint Ventures are not allowed to bid.

### **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, as per timelines given above, of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof within 7 working days. 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.

Performance Security: Performance Security of 10% of ‘Total Cost’ quoted by bidder shall be furnished from a Nationalized/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee substantially in the form specified in the RFP. For the successful bidder the Performance Security will be retained by IHMCL until the completion of the Contract Agreement by the supplier and be released 180 (One hundred eighty) days after the completion of the Contract Agreement.

- b. 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.
- c. Commencement of Services: The Successful Bidder is expected to commence the Services as per activity timelines prescribed in the RFP. If the Successful Bidder fails to either sign the Agreement, commence the services or fails to demonstrate proof of performance, as specified herein, IHMCL may invite the second lowest cost (i.e. L2) Bidder for contract

signing. 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 PERFORMANCE SECURITY**

Within 10 (ten) days of the receipt of the Letter of Award, the Successful Bidder shall submit an irrevocable and unconditional Bank Guarantee issued in the name of IHMCL for an amount equal to 10% of 'Total Cost' quoted in financial bid 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.

### **3.13 BANK GUARANTEE (BG)**

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

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- i. Any Nationalized Bank
- ii. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 crore as per the latest Audited Balance Sheet of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account
- 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.

### **3.14 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 practices specified in clause 3.3 (d) of this RFP 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.

### **3.15 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.



## PART - IV: SCOPE OF WORK

### 1. Background

During operations and maintenance of tolled stretches of National Highways (NHs), the Concessionaires/TOT/ OMT Contractors/ User Fee collection agencies have been mandated to collect toll from road users. The Concession Agreement also provides for the Target Traffic and Target Date for a project highway. Average daily traffic in the accounting year versus design capacity of the project highway also requires to be monitored.

Often, there are complaints/ instances about under reporting of traffic, overcharging of fee rates, not giving concessions/ discounts to local and frequent users, non-provision/ sub- standard provision and poor maintenance of various facilities.

The applicable toll fee rates for various categories of vehicles are normally displayed at the respective Toll Plaza. However, IHMCL/NHAI has made a mechanism in the form of a website ([tis.nhai.gov.in](http://tis.nhai.gov.in)) whereby the road users can ascertain through public domain the exact toll amount for a particular plaza or a particular journey between two stations through a selected route.

In line with Hon'ble Prime Minister vision on improving public service by leveraging Digital India platform for organizational activities, NHAI had launched Toll Information System (TIS) portal and mobile application to enhance transparency in public interface between road users and NHAI.

To further enhance the functionalities of the aforementioned software and to offer better facilities to the road users, NHAI has now entrusted IHMCL to expand the functionalities of the aforementioned software.

The updated version of the software should have features pertaining enable users to raise issues regarding highway condition that would automatically be highlighted to concerned officials and escalated if not resolved within the defined timelines.

In addition to providing the above functionalities, the Service Provider is also expected to provide for data storage as per project requirements. Towards the same, the Service Provider may either act as the Data Center Operator, or appoint another person or entity as the Data Center Operator, to establish the Data Centers on a Ministry of Electronics & Information Technology (MEITY) approved cloud vendor compliant<sup>1</sup> with ISO 27017 and ISO 27018 standards, or a co-location based model.

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<sup>1</sup> Cloud Service Providers having “Compliant” STQC Audit Status at <http://meity.gov.in/content/gi-cloud-meghraj>

## 2. The present system details are given below: -

### A) Toll Information System

NHAI's Toll Information System (TIS) website is operational at the URL <http://tis.nhai.gov.in/>. The software offers the following features to the end users:

1. Details of Toll Plazas on GIS map - along with categories of Plazas (Public Funded, BOT, OMT, TOT and Bridges)
2. Option to select Toll Plazas between two stations
3. Display following information with regards to selected Plaza
  - a. Plaza Location
  - b. Toll Fees as per vehicle category and journey type (return, pass, single journey)
  - c. Available concessions at the Plaza
  - d. Facilities Available Near Toll Plaza
  - e. Announcement
  - f. Important Information
    - i. Helpline No.
    - ii. Emergency Services
    - iii. Nearest Police Station
    - iv. Highway Administrator (Project Director)
    - v. Project Implementation Unit(PIU)
    - vi. Regional Office(RO)
    - vii. Representative of Consultant
    - viii. Representative of Concessionaire
    - ix. Nearest Hospital(s)
  - g. Gazette Information
  - h. Rate Revision Order
  - i. Exempted Vehicle details
4. User Manual regarding features to use the website
5. Copies of Gazette and other orders related to NH fees rules
6. FAQs for users
7. Contact details of MoRTH and NHAI

The site also has admin privileges for various NHAI officials who are responsible for updating Toll revisions for their respective plazas that are subsequently visible to the public.

### B) Mobile Application

The Mobile Application should be available on Apple's App Store and Google Play Store. The key features in the existing application are as follows

1. GIS Interface. The Toll Information System (TIS) is capable of providing information on electronic maps via the Internet and/ or customized software with following features:
  - a. Toll Information System
    - i. Web based interactive application linking GIS maps & spatial database compatible with all major browsers and accessible from any internet
    - ii. enabled device (including hand held devices) accessible through an easy to use web-based system that shows easy to read electronic maps.
    - iii. User friendly free access to the web-based system for road users/ public.

- iv. Capable of providing information regarding
  1. Toll Plaza location
  2. Date of Toll Fee Notification
  3. Commercial Operation Date (COD)
  4. Capital Cost of the project Rs. .... Crores
  5. Cumulative Toll (user fee) revenue upto dd,mm,yyyy Rs. .... (to be updated on quarterly basis)
  6. Traffic at Toll Plaza ..... PCUs/per day (as on dd,mm,yyyy)  
Target traffic .....PCUs : Target date: .....
  7. Design Capacity of the Project Highway ..... PCUs per day
  8. Name of Concessionaire/ OMT Contractor
  9. Name and contact details of Toll Plaza in-charge
  10. Effective date of current toll rates and due date of further revision
  11. Current Toll rates for various category of vehicles for single journey, multiple journey or monthly pass at each toll plaza
  12. Number of Toll Plaza between given stations/ towns/ cities and total toll charges payable for a particular category of vehicle
  13. Provision for downloading of the copy of Gazette Notification (Toll Fee Notification) in pdf format for any toll plaza user fee.
- v. The Application has provision to show more than 600 plazas on National Highways Map as a label/place holder with IHMCL's logo to help distinguish from adjacent items.
2. Integration with SMS Gateway: The application is integrated with SMS gateway to provide services to any user via SMS query. SMS query shall include toll information and rate of toll plaza.
3. Development and Hosting Platform: The application has been developed/hosted on following platforms, or above:
  - a. Microsoft Windows Server 2012 or above
  - b. Microsoft Visual Studio 2012 or above, HTML 5 or above
  - c. SQL 2012 or above
4. Demo/ On-line User Training including You Tube Video of features hosted on the TIS web-based system depicting complete tour of the features and ways to use features
5. Languages for the Web based system: The solution is bilingual in Hindi and English.

The subsequent sections capture further details regarding the software features and functionalities. Accordingly, the Selected Vendor is required to expand the functionality of the software as per details captured in the subsequent sections.

### 3. SCOPE OF WORK

The Service Provider shall design and develop an enhanced & advanced version of existing web based TIS, and develop a Mobile App for road users. After successful deployment, the Service Provider shall be responsible for its Operation and Maintenance (O&M).

The existing features of TIS may be seen on [tis.nhai.gov.in](http://tis.nhai.gov.in). For reference purpose key existing web pages (screen shots) may be seen at Appendix-I of TOR in this document. Successful bidder has to sign Non-Disclosure Agreement (NDA) as mentioned in Annexure-2 with IHMCL.

**GIS Interface:** The Toll Information System (TIS) shall be capable of providing information on electronic maps via the Internet and/ or customized software, which shall, inter-alia have following features:

**(A) TOLL INFORMATION SYSTEM**

- (i) Web based interactive application linking GIS maps & spatial database and compatible with all major browsers and accessible from any internet enabled device (including hand held devices) accessible through an easy to use web-based system that shows easy to read electronic maps.
- (ii) GIS Maps and services will be arranged by the Service Provider from Google Map<sup>1</sup>.
- (iii) User friendly free access to the web-based system for road users/ public.
- (iv) Capable of providing information regarding
  - Toll Plaza location
  - Date of Toll Fee Notification
  - Commercial Operation Date (COD)
  - Capital Cost of the project Rs. .... Crores
  - Cumulative Toll (user fee) revenue upto dd,mm,yyyy Rs. .... (to be updated on quarterly basis)
  - Traffic at Toll Plaza ..... PCUs/per day (as on dd,mm,yyyy)
  - Target traffic .....PCUs : Target date: .....
  - Design Capacity of the Project Highway ..... PCUs per day
  - Name of Concessionaire/ OMT Contractor
  - Name and contact details of Toll Plaza in-charge
  - Effective date of current toll rates and due date of further revision
  - Current Toll rates for various category of vehicles for single journey, multiple journey or monthly pass at each toll plaza
  - Number of Toll Plaza between given stations/ towns/ cities and total toll charges payable for a particular category of vehicle
  - Provision for downloading of the copy of Gazette Notification (Toll Fee Notification) in pdf format for any toll plaza user fee.
- A system to be completely user friendly even for a layman to operate and interact to get the desired information.
- System to show more than 600 plazas<sup>10</sup> on National Highways Map as a label/place holder with IHMCL/NHAI's logo to help distinguish from adjacent items.
- Show brief information about location of the plaza as "bubble window" on mouse scroll over.

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<sup>10</sup> Kindly note that number of plazas increase with the passage of time (approx. 20 to 80 every year). In addition if any state government also willing to become stakeholder and intends to include its plazas into the scope, the same will also be incorporated.

<sup>1</sup> Any GIS Mapping Platforms Services subject to the condition while choosing a GIS platform and its scale, bidder should ensure that it fully satisfies the requirement in IHMCL in the RFP document for the entire period of contract

- On further click to show detailed information in full page on a separate tab/window

Like:

- Picture of Plaza .jpg file
- Summary of tabulated fee rate for categories of vehicles
- Fee effective date from dd/mm/yyyy upto dd/mm/yyyy
- Copy of Gazette Notification .pdf file
- Have query to provide total fee applicable for travel <choose vehicle type> for travel from place <choose place1> to < choose place2> and also blink the concerned toll plaza en-route the NH stretches along with live information of traffic status and estimated waiting time at each toll plaza.

#### **(B) INTEGRATION WITH SMS GATEWAY**

The system should be integrated with SMS gateway such that any person having mobile phone is able to send query in a pre-defined format and get the desired information through SMS response. For this purpose, the service provider shall be required to obtain a “short code” and define a specific “key word” viz. “IHMCL/NHAI” such that the SMS traffic to the said short code using the said key word is routed to the specified server from where the mobile user gets the desired information through SMS. The exact pre-defined SMS formats for query and their response structure shall be finalized after interactions between the Service Provider and IHMCL/NHAI during System Requirement Study (SRS). SMS charges shall be borne by Service Provider.

#### **(C) DEVELOPMENT AND HOSTING PLATFORM:**

##### **(i) Development Platform**

The site will be developed using open source platform and development tool.

##### **(ii) Hosting Platform**

Hosting platform shall be on Govt. Cloud in terms of hardware and operating system (Linux/Windows as required) and domain name will be provided on gov.in by IHMCL/NHAI. Whereas Service Provider shall bear all cost.

#### **(D) SERVICE AND CUSTOMER SUPPORT**

- (i) Integrated service provider capable of providing end-to-end service for web-based system / and Mobile App services, etc.
- (ii) On-call customer support 24x7 for internal services
- (iii) Maintenance support for entire contract period and have minimum service uptime 98%;
- (iv) Rectification any fault/ correction of any information reported on the TIS should not exceed 24 hours.
- (v) Demo/ On-line User Training to include:
  - a. You Tube Video of features hosted on the TIS web-based system depicting complete tour of the features and ways to use features
  - b. Downloading of documents viz. Gazette Notification or other related document of each toll plaza.

**(E) LANGUAGES FOR THE WEB BASED SYSTEM**

As the road users / public shall view/ access the information available on the Toll Information System, the Web based system shall be bilingual (i.e. in English and Hindi).

**(F) ADDITIONAL FEATURES TO BE INCORPORATED:**

Following is a summarized requirement of additional feature in TIS:

- (i) Full Mobile App (Android & IOS) incorporating all features on the TIS web-based system on Windows.
- (ii) In addition to full web site there should also be a Low bandwidth site as well.
- (iii) While using the query for finding toll plazas in between a source and destination, the system to ask option for details on Map or without Map to minimize time taken for output as per choice of the user.
- (iv) Query based output for information between any two places in the country presently shows on GIS Map the (i) Names, (ii) toll fee applicable for each plazas, (iii) total fee payable and the traffic status at each plaza enroute, (live as well as typical traffic on any chosen day and time 00:00 hrs to 24:00 hrs Monday - to Sunday). The advance feature of TIS sought shall provide following additional items on website as well as Mobile App

- (i) Distance in-between and Estimated Travel time between two adjacent plazas enroute, as well as Total distance covered between source and destination.
- (ii) Mobile App to work as navigator and facilitate road user with all relevant information on route. One such information could be system triggered welcome message on toll plaza ahead 500 meters, estimated waiting time, if not FASTag user, prompt the user to enter cash lane and strictly avoid ETC lane to avoid penalty. Next time use FASTag to avoid waiting time and save as applicable cash back, if any.

Or other relevant system driven preset messages to be dynamically passed on to road user through App.

- (iii) Upon click on any plaza, the present system shows, entire NHs as much as the display screen may accommodate, modified system should show:
  - a. The Tollable stretch of NH on GIS map.
  - b. Wayside amenities like petrol / pump, hospitals, police station, dhabas or food joints, toilets, truck and bus lay-bys, Bank ATM, FASTag PoS or other items of road user's interest which may be added later and shall be incorporated by Service Provider.
  - c. The GIS Map to be used, should be higher resolution than the existing one. GIS Map should be as latest as possible, It should keep updating at least every 3 months.
- (iv) Existing TIS App as well mobile app on android and IOS fetches all toll plazas within 100 km radius and provides result in terms of (I) Name of plaza, it's radial distance, and plaza code. This facility charges SMS charges to be borne by bidder. In the new App this output to be received within the App without involving SMS charges and

with option for the user to choose the plaza for fetching further information without the user manually entering plaza code.

- (v) The App should have an option to make emergency call on '1033' help line (toll free number) for National Highways. While the call is made to 1033, the App should capture two things (I) the mobile number and (II) GPS coordinates (actual location of the caller) and pass it on to 1033 call Centre Service Provider systematically while the call is in progress. This is to facilitate the Call Centre Service provider to quickly allocate the incident with location and caller details to the concerned stakeholder.
- (vi) Feature to facilitate to IHMCL/NHAI to broadcast at any point of time/ on case to case basis important messages to its entire registered users of Mobile App to disseminate urgent information affecting all such users in a particular geographical area of the country. This is intended to facilitate disaster / incident management as users can receive important communication from IHMCL/NHAI of direct / context relevance;
- (vii) Necessary Google APIs, any other APIs, IOS registration and any other registration for TIS and Mobile App will be done by service provider in the name of IHMCL and charges shall also be borne by service provider. Registration credentials including user id & password need to be handed over to authorized person of IHMCL before end of the contract period.
- (viii) Necessary licenses and proprietary rights for TIS and Mobile App needs to be purchased and cost to be borne by service provider in the name of IHMCL and all credentials including user id & password shall be handed over to authorized person of IHMCL.
- (ix) Present mobile app of NHAI features to be developed into this mobile app. Highway Geofencing and validation for reporting any issue. Only a National highway issue shall be entertained through validation imbibed in the Mobile App. 1033 integration. Dashboard for Issue tracing and escalation. Existing mobile app to new app transformation (includes new look and feel, Screen design character.). Data integration. Know your highway functionality. News Ticker on Home Screen and News feed integration with NHAI feeds. User notifications for on/off on Highway, Upcoming toll plaza and rating. Facebook and Google login integration. Estimated waiting time for all plazas-feature on demand. Increase Google hits to paid version at expense of bidder. Enable Speech to control basic functionality of Mobile app while driving. NHAI Nest Mini and other locations of NHAI showing on App.

**(G)IMPROVEMENT / ADDITIONAL FEATURES REQUIRED IN ADMN. MODULE:**

- (a) Admin panel to have a master of vehicle categories and for each toll plaza there should be facility to dynamically add vehicle category applicable out of the master category.
- (b) Rate of user fee change with passage of time w.r.t WIP and accordingly IHMCL/NHAI HQ issues user fee revision order every year for enforcing revised rates applicable w.e.f described day and time. Bidder/vendor is responsible to update and coordinate with IHMCL & NHAI CO Division and also provide module (with user id & password) for IHMCL & NHAI CO Division to update it. The system should be able to retain old rates, their order

copies (PDF Files), as well as duration of applicability for analysis and MIS purpose. Similarly administrator panel should also be able to store and display amendments to gazette notifications in addition to the original (if applicable).

- (c) Rates to display on the web site on defined date time (w.e.f.) so that revisions in rates may be uploaded in advance, which will become applicable w.e.f. prescribed date and time.
- (d) All rate revision shall be uploaded by NHAI CO Division automatically and relevant entry module/form/method to be provided by Service Provider.
- (e) Rates applicable as well as concessions allowed on toll plazas are not uniform and are plaza specific due to different fee rule applicable, therefore display panel of user fee and the concessions i.e. Return journey, monthly pass, discounts to commercial vehicles be rationalized for display purpose so that only applicable categories are displayed thus avoiding redundancies.
- (f) Some plazas need to be discontinued after a time period, facility to handle such cases so that correct information is displayed on web-based system and archive data is retained for internal reference.
- (g) Sometimes toll collection is suspended after in vogue for some time at any toll plaza till such time a decision / judgement is received from a competent authority. Facility to dynamically update such information on the web-based system and disseminate to all registered users of mobile App be provided.
- (h) Once a plaza is entered in TIS system, wherein all information is fed into the system including the controlling regional office as well as project implementation units, the Admn panel while allocating roles and privileges for PIUs and ROs should not ask again the toll plazas under a particular PIU / RO.
- (i) Some toll plazas have closed tolling i.e. Fee charges to user is in proportion to the distance travelled by them. Such NH stretches have many toll plazas enroute for exit - entry to main carriageway which is access controlled. These plazas are not stand alone like many other toll plazas where open tolling is in place and fee charged is irrespective of the distance travelled. The upgraded system should be able to accommodate such cases in user friendly manner, for road user as well as administrator for correct display and calculation of user fee. Examples of such peculiarity of toll fee applicability viz. as per length of stretch travelled by a vehicle include (i) Allahabad Bypass (five plazas along the stretch), (ii) Ahmedabad Vadodara Expressway (five plazas along the stretch), (iii) four side plazas at Km.32/7 on NH-7 on Silk Board Junction - Hosur and (iv) Eastern Peripheral Expressway. In future more toll plazas may come-up in such a manner.
- (j) The field 'Cumulative toll revenue (in Rs. Cr.) as on <dd:mm:yyyy>' to be further upgraded so that this field is able to show cumulative collection till 00:00 hrs of previous day on every toll plaza. In addition, to capture actual cumulative collection data till mid- night of preceding day an interface may be provided on TIS web-based system so that one .xml / batch file may be sent on a pre-defined time from every toll plaza to update this field regularly on daily basis. This interface to facilitate each PIU update revenue collected on closer of each calendar day and will be provided by Service Provider through TIS system.
- (k) Provision for "Admin User" to extract year-wise cumulative toll revenue from the system



through a suitable query.

- (l) Provision should be made to archive the toll rates while new rates are updated. In case of requirement, admin user should be able to fetch old/year-wise toll rates through a suitable query / interface screen.
- (m) Administrator module to be also user friendly, facility to create multiple administrator with privileges to address the need of:
  - Project Implementation Units (PIUs) of IHMCL/NHAI
  - Regional offices, (RO) of IHMCL/NHAI
  - Facility to take more stake holders on board like state governments for management of their own plazas so that road user gets more information about plazas en-route without discrimination to Centre Govt. State Govt. IHMCL/NHAI or other plazas.
  - Every stakeholder to be able to monitor plazas under his / her jurisdiction in terms of every information shown in the TIS Web based system so that he may update it easily as well as create MIS and print them.

#### **(H) OTHER FEATURES**

##### **(a) Application updates**

The Service Provider is required to update the application and mobile application (in both iOS and Android versions). The updated applications should have all the above features as available in the previous sections; Additionally, they should have the following additional features as captured in the subsequent section.

##### **(b) Integrated Database**

The updated application should have an integrated database capturing the information required for both the TIS System and the Mobile Application. The database should capture the following information, at a minimum:

1. Toll Plaza Details - The following details regarding a Toll Plaza with storage capacity for approximately 1000 Toll Plazas
  - a. Toll Plaza location - including the Toll location as per kilometer details and GIS location
  - b. Toll Plaza Code - To be provided by IHMCL
  - c. Plaza District
  - d. State
  - e. Project name
  - f. Corridor
  - g. NPCI Toll Plaza Code
  - h. Toll name
  - i. PIU Name
  - j. RO Name
  - k. New Plaza code
  - l. From Date
  - m. To Date
  - n. Agency name
  - o. Commercial Operation Date (COD)
  - p. Name and contact details of Toll Plaza in-charge

- q. Effective date of current toll rates and due date of further revision
  - r. Current Toll rates for various category of vehicles for single journey, multiple journey or monthly pass at each toll plaza
  - s. Gazette Notification (Toll Fee Notification) in pdf format
  - t. Other emergency details, points of interest nearby (along with contact details)
2. The database should have features to provide database details to additional applications as desired by IHMCL, NHAI, or any agency authorized by IHMCL.
  3. If any requirement received from IHMCL before completion of development work TIS & Mobile App, Service Provider has to integrate the database/links of any other Mobile App & Web portal managed/owned by IHMCL/NHAI in this proposed TIS & Mobile App during development work, with no additional cost to IHMCL. Necessary database/links will be provided by IHMCL.
  4. TIS & Mobile App should have option to show icons of IHMCL/NHAI's other Mobile Apps & Web portals with their URLs with a feasibility to redirect the user on desired Mobile App & Web Portal of IHMCL/NHAI.

**(c) User feedback**

The updated app should follow the features to automatically capture the issues raised by the users and highlight them to the concerned officer(s). Similarly, there should be features to capture information that is no longer relevant and has not been updated at regular intervals. The app should have backend escalation matrix to ensure that the issues are automatically escalated to next officer level if not resolved/updated within the defined timeframe.

**(d) MIS Application**

As mentioned in the preceding sections, there should be an integrated MIS application with following features

1. In-built dashboard to track the number of unresolved issues raised by the consumers and sort it as per PIU/RO/application type, etc.
2. Application availability details (total downtime at the server level basis date range)<sup>2</sup>.

**4. CERTIFICATION FOR SECURITY**

The web-application developed by the service provider shall be got security audited and “Certified for Security” before launch. Before launching the web-application, the service provider would be expected to get a security audit from empanelled security Auditors on Indian Computer Emergency Response Team (CERT-In), under the Department of Information Technology, Government of India, having a valid empanelment certificate. The auditor will

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<sup>2</sup> The functionality to view/edit/check this feature should be available only with officials designated by IHMCL.

have to carry out an assessment of the vulnerabilities, threats and risks that exist in the web-application through Internet Vulnerability Assessment and Penetration Testing etc. This will include identifying remedial solutions and recommendations to be complied for mitigating all identified risks, with the objective of enhancing the security of the system. The service provider will also be expected to propose a risk mitigation strategy. The web-application should be audited as per the Industry Standards and guidelines issued by CERT-In from time to time. Documentary evidence in respect of security compliance as mentioned above shall be required to be submitted to IHMCL/NHAI for obtaining clearance for launch of the Toll Information System (TIS). The security audit may be required to be repeated every year (12 months) to ensure that the web application has a tag of “Certified for Security” during the entire contract period.

## **5. SCHEDULE OF COMPLETION**

**Phase I:** The Service Provider shall be allowed a period of 90 days to design, develop and deploy the system from the date of work award and all certifications, hosting and allied works shall be within scope of bidder. The following milestones are envisaged during this phase:

1. Submission of System Requirement Study (SRS) Report including (i) final design of web-based system; (ii) brief methodology for implementation; and (iii) timelines for each activity;
2. After approval of SRS Report by IHMCL/NHAI, temporary hosting of system on resources of the service provider and loading / migrating the data/ information on existing system and operationalizing the new one;
3. Completion of modification/ amendments as per initial observations of IHMCL/NHAI;
4. Migrating to system from production server to actual hosting environment on NIC platform without public access. (Limited access to key persons of service provider and NHAI)
5. Testing the application software and successful demonstration; For system acceptance the service provider shall demonstrate the successful operation of all features as per the ToR.
6. Completion of modifications and incorporation of suggestions on better presentation after final review, submission of report thereupon;
7. Furnishing of “Cyber Security” report of the web-application through a security auditor agency empanelled with CERT-In / NIC; and
8. Successful security audit report and acceptance thereof by NIC before launch of application with public access.

**Phase II:** The Service Provider shall ensure its proper operation and maintenance including cyber security for a period of 3 years from the date of launch / deployment on NIC. A team of at least two persons to be deployed (one on site and one off site) during entire period of O&M, one off-site and one on-site location. The names resources with their

resume shall be approved from IHMCL/NHAI before deployment. The technical skills and experience shall be commensurate to the work requirement.

1. The Service Provider shall be responsible to comply with all statutory requirements concerning the subject matter viz. compliance to Labor Laws, Tax(es), employee insurance etc.
2. Removal and/or Replacement of Personnel
  - (a) Except as IHMCL/NHAI may otherwise agree, no changes shall be made in the above Key Personnel. If, for any reason beyond the reasonable control of the service provider, it becomes necessary to replace any of the Personnel, the service provider shall forthwith provide as a replacement a person of equivalent or better qualifications.
  - (b) If IHMCL/NHAI (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the service provider shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

## **6. ASSIGNMENT**

The activities / services / infrastructure and / or any obligations in whole or in part under this contract may not be assigned/ subcontracted/ outsourced by the service provider without prior approval of IHMCL/NHAI.

## **7. PERFORMANCE STANDARDS:**

The service provider shall undertake to perform the services with the highest standards of professional and ethical competence and integrity. Keeping in view the sensitivity involved, the personnel deployed should maintain confidentiality/ integrity at all times and work in a professional manner to protect the interest of IHMCL/NHAI. The firm shall promptly replace any personnel assigned under this contract that IHMCL/NHAI considers unsatisfactory.

## **8. PAYMENT TERMS**

### **8.1 Phase-I (Design, Development, Deployment)**

- (a) No Advance Payment
- (b) 50% upon completion of design and development including hosting on Service Provider's facility under scope of bidder.
- (c) 50% upon third party security audit by agencies empanelled with NIC, completion of successful operations after hosting on NIC platform or Meity empanelled hosting platform if desired by IHMCL.

### **8.2 Phase-II (Operations and Maintenance as per SLA (System operational on 24x7 basis and have minimum service uptime 98%))**

- (a) Quarterly payment in arrears

- (b) Invoice to be supported with backup of source code, APIs, Google Map, android & ios registration detail and related database files.

## 9. SERVICE LEVELS TO BE ADHERED BY THE SERVICE PROVIDER

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

<b>Benefits of this SLA</b>	Makes explicit the expectations that IHMCL/NHAI has for agreed upon threshold levels for performance of services. Helps IHMCL/NHAI control the service levels and performance of Service Provider. IHMCL/NHAI and Service Provider shall maintain a periodical contact to monitor the performance of the services being provided by the Service Provider and the effectiveness of this SLA.
<b>SLAs &amp; Targets</b>	This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The services provided by the Service Provider shall be reviewed by IHMCL/NHAI and IHMCL/NHAI shall: <ul style="list-style-type: none"> <li>a) Check performance of the Service Provider against SLAs and consider any key issues in performance statistics including major incidents, service trends, etc.</li> <li>b) Discuss escalated problems, new issues and matters still outstanding for resolution.</li> <li>c) Review of statistics related to rectification of outstanding faults and agreed changes.</li> <li>d) Provide suggestions for changes to improve the service levels.</li> </ul> If desired, IHMCL/NHAI may initiate an interim review to check the performance and the obligations of the Service Provider.
<b>SLA Change Control</b>	IHMCL/NHAI reserves the right to modify the existing SLA or add new SLA as per requirement from time to time. The service provider shall abide by the modified SLA parameter without any additional cost to IHMCL/NHAI during the contract period.
<b>Service Level Agreement Applicability</b>	The parameters in the Service Level Agreement will be applicable w.e.f date of start of services. IHMCL/NHAI reserves the right to re-visit SLAs at a later date based on learning from past experience and stabilization of operations.
<b>Service Level Agreement (SLA) Parameters</b>	The Service Provider agrees to the following service level agreement (SLA) parameters while providing services under the agreement. “The entire system / web-based system shall be operational on 24x7 basis and have a minimum service uptime of 98% per month”. Bidder to provide system generated report in support of all SLA’s mentioned above or undertaking as per SLA to effect the same.

SLA01 - Web based System uptime	
<b>Objective</b>	To measure the period in which no user could be serviced due to fault in the system, which includes Hardware, Software or other infrastructure put in place by the Service Provider. This SLA implies that contractual services are fully available and system is not down for any reason. Down time duration & its accountability will be jointly decided within 24 hours and signed by IHMCL/NHAI or its Consultant & Service provider representatives based on system logs & reports.
<b>Definition</b>	It will be calculated based on formula “Total up time minutes / Total minutes in a month”. For example, the system was down for 2 hours in July 19; Uptime will be $[100 - \{2 \times 60 \text{ minutes} / (31 \text{ days} \times 24 \text{ hours} \times 60 \text{ minutes})\} \times 100] = 99.73\%$ .
Method	
<b>Data Capture</b>	System down time should be captured by the system log / or other such means as finalized / decided by IHMCL/NHAI
<b>Measurement Interval</b>	Monthly
<b>Reporting Period</b>	Quarterly / Immediate information on request should also be given

Service Level		
S. no.	System down time for a quarter	Penalty in percentage on quarterly billed amount
1	up to 2%	Nil
2	Between 2% to 5%	5%
3	Between 5% to 10%	8%
4	more than 10%	10%; with a warning
<b>Note: After two consecutive warnings, IHMCL/NHAI may consider termination of the Contract without prior notice</b>		

10. The app should have following features: -

- (a) In-built escalation matrix
- (b) API based integration with NHAI's Command and Control Centre
- (c) Automatic update of Toll Fees data by merging the TIS application with Mobile App
- (d) Features to enable customers to purchase NHAI FASTag
- (e) Expand features offered via Voice Assistant functionality
- (f) Emergency response features by integrating 1033, ambulance tracking and related

features

(g) Features enables users to track and report plantations along the highway.

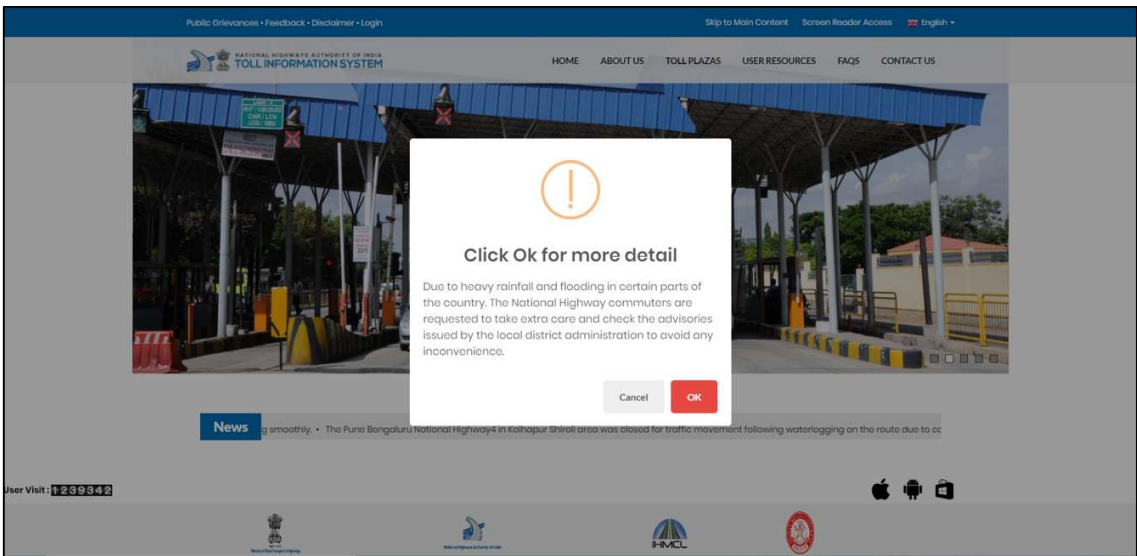
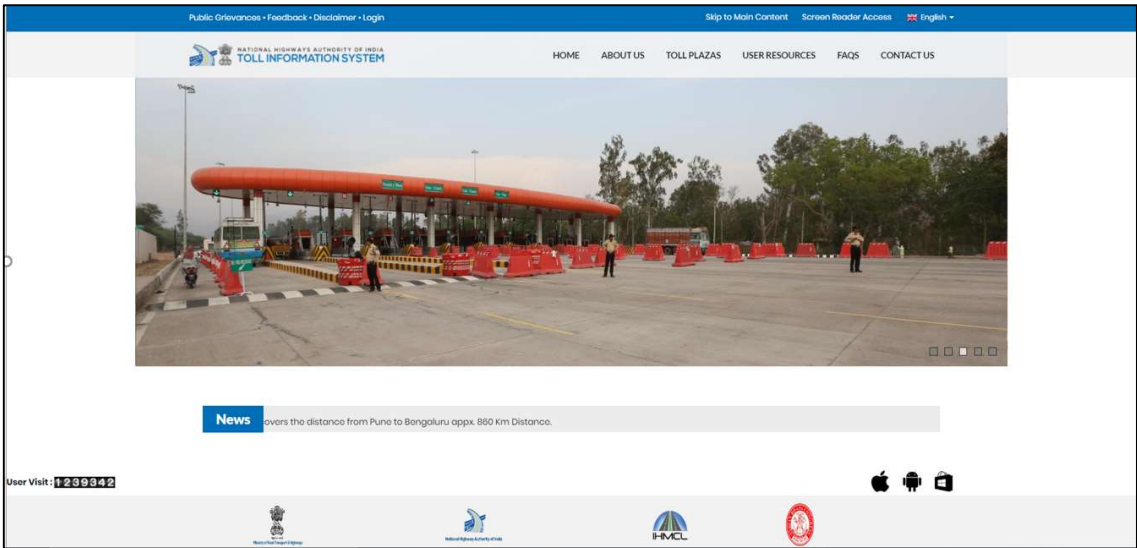
11. IHMCL/NHAI reserves the right to modify this TOR in public interest, security of the Nation and proper conduct of services.

## APPENDIX-I to ToR



For User:


Home Page & tabs for other pages.



# Toll Plaza Search


Public Grievances • Feedback • Disclaimer • Login

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NATIONAL HIGHWAYS AUTHORITY OF INDIA  
TOLL INFORMATION SYSTEM




HOMEABOUT USTOLL PLAZASUSER RESOURCESFAQSCONTACT US




News


National Highway 4 in Kolhapur Shiradi from Pune to Bengaluru is Pune to Solapur NH409 New NH85 Solapur to Vijayapura NH43 New NH52 Vijayapura to Chitradurga

User Visits: 1239345







National Highways Authority of India



National Highways Authority of India



HMCL



Indian Railways

tis.nhai.gov.in/index?language=en#

## Toll Plaza At Map:-

**NATIONAL HIGHWAY AUTHORITY OF INDIA**  
**TOLL INFORMATION SYSTEM**

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[USER RESOURCES](#)
[FAQS](#)
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Public Funded
BOT
OMT
Bridges

Search Toll Plaza

Search

Toll Plaza(s) Between Two Stations

Source Name
Destination Name
Add More Destination

Select mode of travel
Car/Jeep/Van

Car/Jeep/Van

LCV

Bus/Truck

Upto 3 Axle Vehicle

4 to 6 Axle

7 or more Axle

HCM/EME

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Search Toll Plaza

Search

Toll Plaza(s) Between Two Stations

Source Name
Destination Name
Add More Destination

Select mode of travel
Car/Jeep/Van

Toll Plazas on Map

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Public Funded
BOT
OMT
Bridges

Search Toll Plaza

Search

Toll Plaza(s) Between Two Stations

Source Name
Destination Name
Add More Destination

Select mode of travel
Car/Jeep/Van

Total Distance:		281 km	
Total Time:		4 hours 58 mins	
Sr No.	Toll Plaza	Car/Jeep/Van(Rs.)	
1	Kherki Daula	65 (Live Traffic) • ET	
2	Shahjahanpur	135 (Live Traffic) • ET	
3	Manoharpur	65 (Live Traffic) • ET	
4	Daulatpura	65 (Live Traffic) • ET	
Total Charges(Rs.)		320	

tiis.nhai.gov.in/map1.htm#

## Toll Plaza(s) at a Glance

Public Grievances - Feedback - Disclaimer - Login
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English

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### Toll Plazas – At a Glance

[On Map](#)
[At a Glance](#)

List of Toll Plazas

Sr No.	State	NH No.	Toll Plaza Name	Toll Plaza Location	Section / Stretch
1	Andhra Pradesh	16	Aganampudi	Kn 726.055	Vishakhapatnam - Ankupalli [Km 2,637 to & Km 395,870 to Km 358,000 New Chaiage From Km 700,544 to Km 740,255]
2	Andhra Pradesh	7 (new 44)	Anukathadu	Kn 250.700	Hyderabad Bangalore (Km 211,000 to Km 462,164)
3	Andhra Pradesh	221	Badava	35,800	Imbrahmapatnam to AP Telangana Border
4	Andhra Pradesh	NH 67	Basapuram	Kn 604.450	Kn 589,000 to Km 641,000
5	Andhra Pradesh	5	Belkupati	Kn 473.632	Ichapuram - Pulintola (Km 477,054 to Km 615,600)

## Toll Plaza Detail

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Public Funded BOT OMT Bridges

### Search Toll Plaza

#### MANOHARPUR

Manoharpur NH-6 Of Rajasthan  
Km 211.000

Fee Effective Date : 01-Sep-2019

Type of vehicle	Single Journey	Return Journey	Monthly Pass	Commercial Vehicle Registered within the district of plaza
Car/Jeep/Van	65.00	95.00	1905.00	NA
LCV	115.00	170.00	3385.00	NA
Bus/Truck	225.00	340.00	6765.00	NA
Upto 3 Axle Vehicle	365.00	545.00	10875.00	NA
4 to 6 Axle	365.00	545.00	10875.00	NA
HCMEME	365.00	545.00	10875.00	NA
7 or more Axle	365.00	545.00	10875.00	NA

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Rest Areas :0  
Truck Lay byes :0  
Static Weigh Bridge :0

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### Toll Plaza Information

**Toll Plaza Information**

Manoharpur NH-6 Of Rajasthan  
Km 211.000

Fee Effective Date : 01-Sep-2019

Type of vehicle	Single Journey	Return Journey	Monthly Pass	Commercial Vehicle Registered within the district of plaza
Car/Jeep/Van	65.00	95.00	1905.00	NA
LCV	115.00	170.00	3385.00	NA
Bus/Truck	225.00	340.00	6765.00	NA
Upto 3 Axle Vehicle	365.00	545.00	10875.00	NA
4 to 6 Axle	365.00	545.00	10875.00	NA
HCMEME	365.00	545.00	10875.00	NA
7 or more Axle	365.00	545.00	10875.00	NA

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**Comments**

Comments for Manoharpur toll plaza are as follows:

1. Comments for Manoharpur toll plaza are as follows:

2. Comments for Manoharpur toll plaza are as follows:

3. Comments for Manoharpur toll plaza are as follows:

4. Comments for Manoharpur toll plaza are as follows:

5. Comments for Manoharpur toll plaza are as follows:

6. Comments for Manoharpur toll plaza are as follows:


7. Comments for Manoharpur toll plaza are as follows:

8. Comments for Manoharpur toll plaza are as follows:

9. Comments for Manoharpur toll plaza are as follows:

10. Comments for Manoharpur toll plaza are as follows:

## Admin Panel:-



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण  
National Highways Authority of India

टोल सूचना प्रणाली  
Toll Information System

LOGIN TO TOLL INFORMATION SYSTEM

User Name :

Password :

Login

Forgot Password ?

Developed & Designed by C-Net Infotech Pvt. Ltd., Bhopal

## Dashboard :-



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

Toll Information System

Date : 7/8/2016 12:00:00 AM | Logout

Welcome : SuperAdmin | Change Password

Home > Dashboard

Dashboard

Search Toll Plaza

Edit/Delete Plaza Information

Create New Admin

Assign User Rights

User Reports

Common Public Grievance

Toll Free Due Date Revision

Add News


Important Links




Add New Toll Plaza



Search Toll Plaza



Edit/Delete Toll Plaza Information



Create New Admin



State / PIU / RO wise toll plaza



Announcements



User Login Details



State wise Toll Plaza List

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This site is best viewed in Firefox 2.0 or higher and Chrome at a screen resolution of 1024 X 768 or higher.

Add New Toll plaza :at Mid Link

Dashboard

Search Toll Plaza

Edit/Delete Plaza Information

Create New Admin

Assign User Rights

User Reports

Common Public Grievance

Toll Free Due Date Revision

Add News

Home > Dashboard

Add New Toll plaza

State/Union territory

Controlling Regional office

Controlling PIU:

Stretch

NH No

Toll Plaza Name

Toll Plaza Location

Tollable / Effective Length

Type Of Project

Toll Plaza Latitude

Toll Plaza Longitude

Date Of Fee Notification

Commercial Operation Date (COD)

Capital cost of Project

Commulative Toll Revenue

Traffic at Toll Plaza

Target Traffic

Design Capacity of the project highway

Name of Plaza Incharge

Contact Details Of toll Plaza Incharge

Name of concessionaire/OMT Contractor

Name of Concessionaire's Promoter

Effective Date of current toll rates

Due Date toll rates revision

..Select..

select

DDMMYYYY

Sr No.

DDMMYYYY

(Crores)

Remark

as on Date

DDMMYYYY

DDMMYYYY

Commulative Toll Revenue

Remark

as on Date

DDMMYYYY

Traffic at Toll Plaza

as on Date

DDMMYYYY

Target Traffic

as on Date

DDMMYYYY

Design Capacity of the project highway

Name of Plaza Incharge

Contact Details Of toll Plaza Incharge

Name of concessionaire/OMT Contractor

Name of Concessionaire's Promoter

Effective Date of current toll rates

DDMMYYYY

Due Date toll rates revision

DDMMYYYY

	Single Journey	Multiple Journey	Monthly Pass	Commercial Registered Vehicle
Current toll rates for car/jeep/van				
Current toll rates for LCV				
Current toll rates for Bus/Truck				
Current toll rates Upto 3 Axle				
Current toll rates 4 to 6 Axle				
HCM/EME				
Current toll rates > 7 Axle				

Current toll rates 4 to 6 Axle				
HCM/EME				
Current toll rates > 7 Axle				

Concessions Period (Years):

Concessions :

ParagraphFontSizeColorBBIUOLX

DesignHTML

Nearest Hospital(s)

Rest Areas

Truck Lay byes

Static Weigh Bridge

HelplineNumber Crane

HelplineNumber Ambulance

HelplineNumber Route Petrol

Emergency Services

	Name	Contact No	Email ID
Nearest Police Station			
Highway Administrator			
Representative of Concessionaire			



Truck Lay byes

Static Weigh Bridge

HelplineNumber Crane  HelplineNumber Ambulance  HelplineNumber Route Petrol  Emergency Services

	Name	Contact No	Email ID
Nearest Police Station	<input type="text"/>	<input type="text"/>	<input type="text"/>
Highway Administrator	<input type="text"/>	<input type="text"/>	<input type="text"/>
Representative of Concessionaire	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of toll plaza Manager/Contractor Representative	<input type="text"/>	<input type="text"/>	<input type="text"/>
Representative of Consultant	<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Regional officer	<input type="text"/>	<input type="text"/>	<input type="text"/>

Upload Image

Upload Gazette Notification  [View Gazette](#)

Upload Toll Free Due Rate Revision ( PDF)  No file chosen [View List](#)

Upload Exempted vehicles List ( PDF)  No file chosen [View VehiclesList](#)

## Edit / Delete Toll Plaza Information:- At Mid Lik

Home > Dashboard

**Edit/Delete Toll plaza Information**

Enter toll plaza location

Plaza ID	Location	Toll PLaza Name					
220	Km 795.498	Vempadu	<a href="#">Edit</a>	<a href="#">Edit Monthly Inspection report</a>	<a href="#">Edit Public Grievances</a>	<a href="#">Export to Excel</a>	<a href="#">Delete</a>
246	Km 656.704	Nathavalasa/ Vizianagaram	<a href="#">Edit</a>	<a href="#">Edit Monthly Inspection report</a>	<a href="#">Edit Public Grievances</a>	<a href="#">Export to Excel</a>	<a href="#">Delete</a>

Home > Dashboard

**Update Toll Plaza**

State/Union territory

Controlling Regional office

Controlling PIU:

Stretch

NH No

Toll Plaza Name

Toll Plaza Location

Tollable / Effective Length

Type Of Project

Toll Plaza Latitude

Toll Plaza Longitude

Date Of Fee Notification    Sr No.

Commercial Operation Date (COD)

Capital cost of Project  (Crores)

Commulative Toll Revenue  Remark  as on Date

Traffic at Toll Plaza  as on Date

Target Traffic  as on Date

Cumulative Toll Revenue	161.10	Remark	With Discounting	as on Date	31	12	2014
Traffic at Toll Plaza	26441	as on Date	31	12	2013		
Target Traffic	0	as on Date	31	12	2017		
Design Capacity of the project highway	40000						
Name of Plaza Incharge	C.P. Rama Rao						
Contact Details Of toll Plaza Incharge	9848195252						
Name of concessionaire/OMT Contractor	M/s TGV Projects & Investments						
Name of Concessionaire's Promoter							
Effective Date of current toll rates	01	04	2016				
Due Date toll rates revision	31	03	2017				

	Single Journey	Multiple Journey	Monthly Pass	Commercial Registered Vehicle
Current toll rates for car/jeep/van	100.00	145.00	3250.00	50.00
Current toll rates for LCV	160.00	235.00	5255.00	80.00
Current toll rates for Bus/Truck	330.00	495.00	11005.00	165.00
Current toll rates Upto 3 Axle	360.00	540.00	12010.00	180.00
Current toll rates 4 to 6 Axle	520.00	775.00	17260.00	260.00
HCM/EME	520.00	775.00	17260.00	260.00
Current toll rates > 7 Axle	630.00	945.00	21015.00	315.00

Concessions Period (Years):

Current toll rates > 7 Axle: 630.00, 945.00, 21015.00, 315.00

Concessions Period (Years):

Concessions :

Paragraph Font Size Color

Monthly pass applicable local non-commercial vehicles: 235/- at radius of 20 Km

Design HTML

Nearest Hospital(s): 1)Srinivasrao Hosp Nakkapalli, Andhra Pradesh 531081

Rest Areas

Truck Lay byes

Static Weigh Bridge

HelplineNumber Crane: HelplineNumber Ambulance: HelplineNumber Route Petrol: Emergency Services: 1033, 108

	Name	Contact No	Email ID
Nearest Police Station			
Highway Administrator	V.Srinivasa Rao	9000699399,0891-2707600	vis@nhai.org, nhaipluvsp@gmail.c
Representative of Concessionaire			
Name of toll plaza Manager/Contractor Representative	Mr. Naidu	9246665505	
Representative of Consultant			
Name of Regional officer	Sh.J.C.S.Reddy	07032222270,040-23551774	rohyderabad@nhai.org, nhairohyd@

Rest Areas

Truck Lay byes

Static Weigh Bridge

HelplineNumber Crane: HelplineNumber Ambulance: HelplineNumber Route Petrol: Emergency Services: 1033, 108

	Name	Contact No	Email ID
Nearest Police Station			
Highway Administrator	V.Srinivasa Rao	9000699399,0891-2707600	vis@nhai.org, nhaipluvsp@gmail.c
Representative of Concessionaire			
Name of toll plaza Manager/Contractor Representative	Mr. Naidu	9246665505	
Representative of Consultant			
Name of Regional officer	Sh.J.C.S.Reddy	07032222270,040-23551774	rohyderabad@nhai.org, nhairohyd@

Upload Image: Attach

Upload Gazette Notification: Attach View Gazette

Upload Toll Free Due Rate Revision ( PDF): Choose File No file chosen View List

Upload Exempted vehicles List ( PDF): Choose File No file chosen View VehiclesList

Update Clear



Dashboard

Search Toll Plaza

Edit/Delete Plaza Information

Create New Admin

Assign User Rights

User Reports

Common Public Grievance

Toll Free Due Date Revision

Add News

Home > Dashboard

Edit/Delete Monthly Inspection Report

Cable Stayed Naini Bridge

Km 0.00 (211.700 on NH-2) - to km 5.410(New Aligment of NH-27) Section on NH -2 & 27

Sequence No :

File Name :

File :

Upload Report :  No file chosen

	Squence No.	File Name	File	
Edit	1	August,2014	Naini Toll Plaza.pdf	Delete
Edit	2	December 2014	Naini TP.pdf	Delete
Edit	3	January 2015	Naini TP.pdf	Delete
Edit	4	February 2015	FEb 2015Naini TP.pdf	Delete
Edit	5	Sept 2014	Naini TP Sep 2014.pdf	Delete
Edit	6	Oct 2014	Naini TP OCT 2014.pdf	Delete
Edit	7	March 2015	NainiTP March 2015.pdf	Delete
Edit	8	April 2015	Naini Bridge April 2015.pdf	Delete
Edit	9	May 2015	Naini May 2015.pdf	Delete

	Squence No.	File Name	File	
Edit	1	August,2014	Naini Toll Plaza.pdf	Delete
Edit	2	December 2014	Naini TP.pdf	Delete
Edit	3	January 2015	Naini TP.pdf	Delete
Edit	4	February 2015	FEb 2015Naini TP.pdf	Delete
Edit	5	Sept 2014	Naini TP Sep 2014.pdf	Delete
Edit	6	Oct 2014	Naini TP OCT 2014.pdf	Delete
Edit	7	March 2015	NainiTP March 2015.pdf	Delete
Edit	8	April 2015	Naini Bridge April 2015.pdf	Delete
Edit	9	May 2015	Naini May 2015.pdf	Delete
Edit	10	June 2015	Naini June 2015.pdf	Delete
Edit	11	July 2015	Naini July 2015.pdf	Delete
Edit	12	August 2015	Naini August 2015.pdf.pdf	Delete
Edit	13	Sept 2015	Naini Sept 2015.pdf	Delete
Edit	14	Oct 2015	Naini Oct 2015.pdf	Delete
Edit	15	Dec 2015	Naini Dec 2015.pdf	Delete
Edit	16	Jan 2016	Naini Jan 2016.pdf	Delete
Edit	17	March 2016	Naini March 2016.pdf	Delete
Edit	18	April 2016	Naini April.pdf	Delete
Edit	19	May 2016	naini may 2016.pdf	Delete
Edit	20	June 2016	Naini June 2016.pdf	Delete

When Click Edit:-

Dashboard

Search Toll Plaza

Edit/Delete Plaza Information

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Edit/Delete Monthly Inspection Report

Cable Stayed Naini Bridge

Km 0.00 (211.700 on NH-2) - to km 5.410(New Aligment of NH-27) Section on NH -2 & 27

Sequence No :

File Name :

File :

Upload Report :  No file chosen

	Squence No.	File Name	File	
Edit	1	August,2014	Naini Toll Plaza.pdf	Delete
Edit	2	December 2014	Naini TP.pdf	Delete
Edit	3	January 2015	Naini TP.pdf	Delete
Edit	4	February 2015	FEb 2015Naini TP.pdf	Delete
Edit	5	Sept 2014	Naini TP Sep 2014.pdf	Delete
Edit	6	Oct 2014	Naini TP OCT 2014.pdf	Delete
Edit	7	March 2015	NainiTP March 2015.pdf	Delete
Edit	8	April 2015	Naini Bridge April 2015.pdf	Delete
Edit	9	May 2015	Naini May 2015.pdf	Delete

## Public Grievance: -

Home > Dashboard

**Edit/Delete Public Grievance**

Vempadu Ankapalli - Tuni [Km 358.00 to Km 272.00(New Chainage From Km 830.525 to Km 741.255)] Section on NH -16 (Old 5)

Sequence No :

Grievance:

Reply :

File :

Upload File :  No file chosen

Sequence No.	Grievance	Reply	Related file
No Records Found			

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## Create New Admin: At Left Menu and Create New Admin

Home > Dashboard

**Create New Admin**

Admin ID:

EmailID:

## State / PIU / RO wise toll plaza:

Home > Dashboard

**Toll plaza report**

☐ State wise ☐ PIU wise ☐ RO wise

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Home > Dashboard

**Toll plaza report**

☐ State wise ☐ PIU wise ☐ RO wise

Select State

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Toll plaza report

State wisePIU wiseRO wise

Select StateSelect

Andaman and Nicobar Islands

Andhra Pradesh

Arunachal Pradesh

Assam

Bihar

Chandigarh

Chhattisgarh

Dadra and Nagar Haveli

Daman and Diu

Delhi

Goa

Gujarat

Haryana

Himachal Pradesh

Jammu and Kashmir

Jharkhand

Karnataka

Kerala

Lakshadweep

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Toll plaza report

State wisePIU wiseRO wise

Select StateAndhra Pradesh

State	PIU Name	RO Name	Toll PLaza Name
Andhra Pradesh	Morth State National Highways,Hyderabad	MORTH Hyderabad	Patancheru (Progressive Construction Toll)
Andhra Pradesh	PIU Anantapur	RO Hyderabad	Kasepalli
Andhra Pradesh	PIU Anantapur	RO Hyderabad	Amakathadu
Andhra Pradesh	PIU Anantapur	RO Hyderabad	Marur
Andhra Pradesh	PIU Bangalore	RO Bengaluru	Gaddurur
Andhra Pradesh	PIU Chennai	RO Chennai	S V puram
Andhra Pradesh	PIU Hyderabad	RO Hyderabad	Chillakallu
Andhra Pradesh	PIU Nellore	RO Hyderabad	Tangutur
Andhra Pradesh	PIU Nellore	RO Hyderabad	Budanam
Andhra Pradesh	PIU Nellore	RO Hyderabad	Venkatachallam (Old Nellore)
Andhra Pradesh	PIU Nellore	RO Hyderabad	Bolapalli
Andhra Pradesh	PIU Nellore	RO Hyderabad	Sunambatti (Musunur)
Andhra Pradesh	PIU Nellore	RO Hyderabad	Sullurpet

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Toll plaza report

State wisePIU wiseRO wise

Select PIUSelect

PIU Aligarh

PIU Allahabad

PIU Ambala

PIU Amravati

PIU Anantapur

PIU Bangalore

PIU Begusarai

PIU Berhampur

PIU Bhubaneswar

PIU Bongaigaon

PIU Chandigarh

PIU Chennai

PIU Chhindwara

PIU Chitradurga

PIU Chittoorgarh

PIU Cochin

PIU Coimbatore

PIU Darbhanga

PIU Dausa

PIU Dhanbad

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- Common Public Grievance
- Toll Free Due Date Revision
- Add News

Toll plaza report

State wise PIU wise RO wise

Select PIU PIU Jaipur

State	PIU Name	RO Name	Toll PLaza Name
Rajasthan	PIU Jaipur	RO Jaipur	Barkheda (Chandlai)
Rajasthan	PIU Jaipur	RO Jaipur	Daulatpura
Rajasthan	PIU Jaipur	RO Jaipur	Kishangarh (Badgaon)
Rajasthan	PIU Jaipur	RO Jaipur	Manoharpur
Rajasthan	PIU Jaipur	RO Jaipur	Shahjahanpur
Rajasthan	PIU Jaipur	RO Jaipur	Sonwa (Sonva)
Rajasthan	PIU Jaipur	RO Jaipur	Thikariya (Jaipur)

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### Toll plaza report

☐ State wise
☐ PIU wise
☒ RO wise

Select RO: ...

- RO Patna
- RO Bengaluru
- RO Bhopal
- RO Bhubaneswar
- RO Chandigarh
- RO Chennai
- RO Delhi
- RO Gandhinagar
- RO Guwahati
- RO Hyderabad
- RO Jaipur
- RO Jammu
- RO Kolkata
- RO Lucknow
- RO Mumbai
- RO Nagpur
- RO Patna
- RO Ranchi
- RO Telangana
- RO Thiruvananthapuram

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### Toll plaza report

☐ State wise
☐ PIU wise
☒ RO wise

Select RO: RO Jaipur

State	PIU Name	RO Name	Toll Plaza Name
Rajasthan	PIU Ajmer	RO Jaipur	Gegal
Rajasthan	PIU Ajmer	RO Jaipur	Pipalaz
Rajasthan	PIU Chittorgarh	RO Jaipur	Kanwalias
Rajasthan	PIU Chittorgarh	RO Jaipur	Bassi
Rajasthan	PIU Chittorgarh	RO Jaipur	Dhaneshwar
Rajasthan	PIU Chittorgarh	RO Jaipur	Aroli
Rajasthan	PIU Chittorgarh	RO Jaipur	Rithola
Rajasthan	PIU Chittorgarh	RO Jaipur	Jojro Ka Khera
Rajasthan	PIU Dausa	RO Jaipur	Amoli
Rajasthan	PIU Dausa	RO Jaipur	Ludhawai
Rajasthan	PIU Dausa	RO Jaipur	Korai
Rajasthan	PIU Dausa	RO Jaipur	Sikandra
Rajasthan	PIU Dausa	RO Jaipur	Rajadhok

## Announcements:

Dashboard
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Home > Dashboard

### Add/Update News

Select Toll: ...

News Heading:

Description: 

Paragraph
Font
Size
Color

B
I
U
Link
Image

List
Table

Save

Clear

Toll Name	Heading	Description	CreatedDate	Delete
Ahmedabad Vadodra Expressways	Ahmedabad, Ring Road, Nadiad, Anand, Vadodra		15 Jun 2016	<a href="#">Delete</a>
Dahalapara	Toll Plaza not operational due to Law And Order problems		18 Dec 2015	<a href="#">Delete</a>

Information

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Add News

Select Toll

--Select--

News Heading

Paragraph

Font

Size

Color

B

I

U

Link

Image

Table

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×

↶

↷

Description

Design

HTML

Save

Clear

Toll Name	Heading	Description	CreatedDate	Delete
Ahmedabad Vadodra Expressways	Ahmedabad, Ring Road, Nadiad, Anand, Vadodra		15 Jun 2016	<a href="#">Delete</a>
Dahalapara	Toll Plaza not operational due to Law And Order problems		18 Dec 2015	<a href="#">Delete</a>
Chirle	Toll Plaza hand over to state govt.		04 Jul 2016	<a href="#">Delete</a>
Karanjade	Toll Plaza hand over to state govt.		04 Jul 2016	<a href="#">Delete</a>
Raha(Saragaon)	Toll Plaza not operational due to Law And Order problems		18 Dec 2015	<a href="#">Delete</a>
Diaboka	Toll Plaza not operational due to Law And Order problems		18 Dec 2015	<a href="#">Delete</a>
Nazira Khat	Toll Plaza not operational due to Law And Order problems		18 Dec 2015	<a href="#">Delete</a>

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## User Login Details: At Mid Link

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Toll Free Due Date Revision

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Home > Dashboard

User Details

User Name	Password	Email ID
admin	747d810e	surendra.dangi@cn-net-india.com
PIU_Agra	90d24271	agra@nhai.com
PIU_Anantapur	fb8bb737	anantapur@nhai.org
PIU_Ambala	25cfc7a7	amb@nhai.org
PIU_Chandigarh	68704346	chandigarh@nhai.org
PIU_Begusarai	6170d2fe	piubegusarai@nhai.org
PIU_Berhampur	bd96b578	ber@nhai.org
PIU_Chennai	da43ba07	chennai@nhai.org
PIU_Chitradurga	chitradurga	chi@nhai.org
PIU_Chittorgarh	9279ff8a	chit@nhai.org
PIU_Cochin	cochin#111	cochin@nhai.org
PIU_Bhubaneshwar	9f768191	bhu@nhai.org
PIU_Dausa	01427224918	dausa@nhai.org
PIU_Dhanbad	a1e3ffa0	dhan@nhai.org
PIU_Darbhanga	71c7b495	ansingh@nhai.org

## State wise Toll Plaza: List At Mid Link

Dashboard

Search Toll Plaza

Edit/Delete Plaza Information

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Toll Free Due Date Revision

Add News

Home > Dashboard

State wise Toll Plaza List

Total Plaza : 390

S.No.	State Name	No. of Plaza
1	Andhra Pradesh	28
2	Assam	6
3	Bihar	14
4	Chandigarh	1
5	Chhattisgarh	10
6	Delhi	2
7	Gujarat	32
8	Haryana	9
9	Jammu and Kashmir	3
10	Jharkhand	3
11	Karnataka	30
12	Kerala	7
13	Madhya Pradesh	27
14	Maharashtra	43

➤ Toll Free Due Date Revision	3	Bihar	14
➤ Add News	4	Chandigarh	1
	5	Chhattisgarh	10
	6	Delhi	2
	7	Gujarat	32
	8	Haryana	9
	9	Jammu and Kashmir	3
	10	Jharkhand	3
	11	Karnataka	30
	12	Kerala	7
	13	Madhya Pradesh	27
	14	Maharashtra	43
	15	Meghalaya	2
	16	Odisha	9
	17	Punjab	12
	18	Rajasthan	40
	19	Tamil Nadu	43
	20	Telangana	14
	21	Uttar Pradesh	41
	22	Uttarakhand	1
	23	West Bengal	13

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When Click : Search Toll Plaza at left Menu and Mid Link

➤ Dashboard	Home > Dashboard
➤ Search Toll Plaza	
➤ Edit/Delete Plaza Information	
➤ Create New Admin	
➤ Assign User Rights	
➤ User Reports	
➤ Common Public Grievance	
➤ Toll Free Due Date Revision	
➤ Add News	

Edit/Delete Toll plaza Information							
Enter toll plaza location				search			
Plaza ID	Location	Toll Plaza Name					
220	Km 795.498	Vempadu	Edit	Edit Monthly Inspection report	Edit Public Grievances	Export to Excel	Delete
246	Km 656.704	Nathavalsala/ Vizianagaram	Edit	Edit Monthly Inspection report	Edit Public Grievances	Export to Excel	Delete
251	Km 1326.000	Sunambatti (Musunur)	Edit	Edit Monthly Inspection report	Edit Public Grievances	Export to Excel	Delete
253	Km 1264.000	Tangutur	Edit	Edit Monthly Inspection report	Edit Public Grievances	Export to Excel	Delete
252	Km 1200.000	Bolapalli	Edit	Edit Monthly Inspection report	Edit Public Grievances	Export to Excel	Delete
450	Km 946.300	Eethakota	Edit	Edit Monthly Inspection report	Edit Public Grievances	Export to Excel	Delete
247	Km 1072.230	Pottipadu	Edit	Edit Monthly Inspection report	Edit Public Grievances	Export to Excel	Delete

When click Left Menu: Edit/Delete Toll plaza Information:-

➤ Dashboard	Home > Dashboard
➤ Search Toll Plaza	
➤ Edit/Delete Plaza Information	
➤ Create New Admin	
➤ Assign User Rights	
➤ User Reports	
➤ Common Public Grievance	
➤ Toll Free Due Date Revision	
➤ Add News	

Edit/Delete Toll plaza Information							
Enter toll plaza location				search			
Plaza ID	Location	Toll Plaza Name					
220	Km 795.498	Vempadu	Edit	Edit Monthly Inspection report	Edit Public Grievances	Export to Excel	Delete
246	Km 656.704	Nathavalsala/ Vizianagaram	Edit	Edit Monthly Inspection report	Edit Public Grievances	Export to Excel	Delete
251	Km 1326.000	Sunambatti (Musunur)	Edit	Edit Monthly Inspection report	Edit Public Grievances	Export to Excel	Delete
253	Km 1264.000	Tangutur	Edit	Edit Monthly Inspection report	Edit Public Grievances	Export to Excel	Delete
252	Km 1200.000	Bolapalli	Edit	Edit Monthly Inspection report	Edit Public Grievances	Export to Excel	Delete
450	Km 946.300	Eethakota	Edit	Edit Monthly Inspection report	Edit Public Grievances	Export to Excel	Delete
247	Km 1072.230	Pottipadu	Edit	Edit Monthly Inspection report	Edit Public Grievances	Export to Excel	Delete



When click Left Menu: Create New Admin:-

Dashboard

Search Toll Plaza

Edit/Delete Plaza Information

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Add News

Home > Dashboard

Create New Admin

Admin ID:

EmailID:

SubmitClear

When click Left Menu: Assign User Rights:-

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Add News

Home > Dashboard

Assign UserRights

User name: SuperAdmin

Toll Location:

Search

Save

Toll Plaza Name	Incharge Name	Select All
Anantram	Stayavir Yadav	<input checked="" type="checkbox"/>
Chullimada Hamlet (Pampampallam)	A Veman Reddy	<input checked="" type="checkbox"/>
Thakurtola	Jai Raj Singh Raghuvanshi	<input type="checkbox"/>
Bankapur	Shri Rajesh	<input type="checkbox"/>
Hirebagewadi	Mr. T. George	<input type="checkbox"/>
Durg Bypass (Dhamdanaka)	NA	<input type="checkbox"/>
Hattargi	Shrishail S Patil	<input type="checkbox"/>
Kognoli	Shrishail S Patil	<input type="checkbox"/>
Toll Plaza	Ch. Anil Aravind	<input type="checkbox"/>

Dashboard

Search Toll Plaza

Edit/Delete Plaza Information

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Add News

Home > Dashboard

Assign UserRights

User name: SuperAdmin

Toll Location:

Save

Toll Plaza Name	Incharge Name	Select All
Anantram	Stayavir Yadav	<input checked="" type="checkbox"/>
Chullimada Hamlet (Pampampallam)	A Veman Reddy	<input checked="" type="checkbox"/>
Thakurtola	Jai Raj Singh Raghuvanshi	<input type="checkbox"/>
Bankapur	Shri Rajesh	<input type="checkbox"/>
Hirebagewadi	Mr. T. George	<input type="checkbox"/>
Durg Bypass (Dhamdanaka)	NA	<input type="checkbox"/>
Hattargi	Shrishail S Patil	<input type="checkbox"/>
Kognoli	Shrishail S Patil	<input type="checkbox"/>
Toll Plaza	Ch. Anil Aravind	<input type="checkbox"/>



Eethakota	0	<input type="checkbox"/>
Unguturu	0	<input type="checkbox"/>
Chagalmari	RoyalSeema Expressway Pvt. Ltd.	<input type="checkbox"/>
Palempalli	0	<input type="checkbox"/>
Pahammawlein	M/S Sahakar Global Ltd. Mumbai	<input type="checkbox"/>
Rohad	0	<input type="checkbox"/>
Kishorpur	0	<input type="checkbox"/>
Mandawada (Gomati)	0	<input type="checkbox"/>
Negadiya	0	<input type="checkbox"/>
Surathkal	0	<input type="checkbox"/>
Bhiknoor	0	<input type="checkbox"/>
Kunwarpur	Nil	<input type="checkbox"/>
Nuruddinpur	Anguluri Satyanarayana	<input type="checkbox"/>
Chhuhipali	0	<input type="checkbox"/>
Dhank	0	<input type="checkbox"/>
Vasad		<input type="checkbox"/>
Radhvanaj (Kheda)		<input type="checkbox"/>

Save

When click Left Menu: User Report:-

Dashboard

Search Toll Plaza

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Add News

Home > Dashboard

Edit/Delete Admin User

Enter Admin User name

search

Created on	User Name	Email ID	Last Login		
05-Apr-2014	admin	surendra.dangi@cnet-india.com	6/6/2016 1:57:36 PM	Edit Rights	Delete
15-Apr-2014	PIU_Agra	agra@nhai.com	7/4/2016 3:53:32 PM	Edit Rights	Delete
15-Apr-2014	PIU_Anantapur	anantapur@nhai.org		Edit Rights	Delete
15-Apr-2014	PIU_Ambala	amb@nhai.org	6/16/2016 1:00:14 PM	Edit Rights	Delete
15-Apr-2014	PIU_Chandigarh	chandigarh@nhai.org	6/16/2016 1:18:01 PM	Edit Rights	Delete
15-Apr-2014	PIU_Begusarai	piubegusarai@nhai.org	7/5/2016 5:46:11 PM	Edit Rights	Delete
15-Apr-2014	PIU_Berhampur	ber@nhai.org		Edit Rights	Delete
15-Apr-2014	PIU_Chennai	chennai@nhai.org	6/27/2016 11:52:45 AM	Edit Rights	Delete
15-Apr-2014	PIU_Chitradurga	chi@nhai.org	5/19/2014 10:50:49 AM	Edit Rights	Delete
15-Apr-2014	PIU_Chittorgarh	chit@nhai.org	6/24/2016 12:37:06 PM	Edit Rights	Delete
15-Apr-2014	PIU_Cochin	cochin@nhai.org	11/8/2014 12:31:49 PM	Edit Rights	Delete
15-Apr-2014	PIU_Bhubaneshwar	bhu@nhai.org	7/7/2014 1:05:08 PM	Edit Rights	Delete
15-Apr-2014	PIU_Dausa	dausa@nhai.org	6/27/2016 4:33:24 PM	Edit Rights	Delete
15-Apr-2014	PIU_Dhank	dhank@nhai.org	7/4/2016 3:04:04 PM	Edit Rights	Delete

After Click Edit Right:

- Dashboard
- Search Toll Plaza
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## Edit/Delete Admin User

Enter Admin User name

search

Created on	User Name	Email ID	Last Login		
05-Apr-2014	admin	surendra.dangi@cnet-india.com	6/6/2016 1:57:36 PM	Edit Rights	Delete
15-Apr-2014	PIU_Agra	agra@nhai.com	7/4/2016 3:53:32 PM	Edit Rights	Delete
15-Apr-2014	PIU_Anantapur	anantapur@nhai.org		Edit Rights	Delete
15-Apr-2014	PIU_Ambala	amb@nhai.org	6/16/2016 1:00:14 PM	Edit Rights	Delete
15-Apr-2014	PIU_Chandigarh	chandigarh@nhai.org	6/16/2016 1:18:01 PM	Edit Rights	Delete
15-Apr-2014	PIU_Begusarai	piubegusarai@nhai.org	7/5/2016 5:46:11 PM	Edit Rights	Delete
15-Apr-2014	PIU_Berhampur	ber@nhai.org		Edit Rights	Delete
15-Apr-2014	PIU_Chennai	chennai@nhai.org	6/27/2016 11:52:45 AM	Edit Rights	Delete
15-Apr-2014	PIU_Chitradurga	chi@nhai.org	5/19/2014 10:50:49 AM	Edit Rights	Delete
15-Apr-2014	PIU_Chittorgarh	chit@nhai.org	6/24/2016 12:37:06 PM	Edit Rights	Delete
15-Apr-2014	PIU_Cochin	cochin@nhai.org	11/8/2014 12:31:49 PM	Edit Rights	Delete
15-Apr-2014	PIU_Bhubaneshwar	bhu@nhai.org	7/7/2014 1:05:08 PM	Edit Rights	Delete
15-Apr-2014	PIU_Dausa	dausa@nhai.org	6/27/2016 4:33:24 PM	Edit Rights	Delete
15-Apr-2014	PIU_Dhank	dhank@nhai.org	7/4/2016 3:04:04 PM	Edit Rights	Delete

When click Left Menu: Public Grievance:-

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Edit/DeletePublic Grievance

Sequence No :

Grievance:

Reply :

File :

Upload File :

Choose File

 No file chosen

Add

	Squence No.	Grievance	Reply	Related file	
Edit	1	E-Mail Date 18.08.2014	NHAI/CO/2014/PG-21/56546 Dated 15.09.2014 By Email.	1.pdf	Delete
Edit	2	Letter Date 05.09.2014	NHAI/CO/2014-15/PG-20/56547 Dated 15.09.2014	2.pdf	Delete
Edit	3	Letter Date 26.09.2014	NHAI/CO/2014-15/PG-22/57250 Dated 08.10.2014	3.pdf	Delete

When Click Edit

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Edit/DeletePublic Grievance

Sequence No :

Grievance:

Reply :

File :

Upload File :

Choose File

 No file chosen

Add

	Squence No.	Grievance	Reply	Related file	
Edit	1	E-Mail Date 18.08.2014	NHAI/CO/2014/PG-21/56546 Dated 15.09.2014 By Email.	1.pdf	Delete
Edit	2	Letter Date 05.09.2014	NHAI/CO/2014-15/PG-20/56547 Dated 15.09.2014	2.pdf	Delete
Edit	3	Letter Date 26.09.2014	NHAI/CO/2014-15/PG-22/57250 Dated 08.10.2014	3.pdf	Delete

When click Left Menu: Toll Free Due Date Revision:-

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Date

State

..Select..

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Date

State

..Select..

Show

July - 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

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Select..

Andaman and Nicobar Islands

Andhra Pradesh

Arunachal Pradesh

Assam

Bihar

Chandigarh

Chhattisgarh

Dadra and Nagar Haveli

Daman and Diu

Delhi

Goa

Gujarat

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Kerala

Lakshadweep

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Toll Free Due Date Revision

Date

01/04/2017

State

Andhra Pradesh

Show

Plaza ID	Location	Toll Plaza Name	State Name	Date Effective Rates	Due Date Revision
233	Km 473.632	Bellupada	Andhra Pradesh	01/04/2016	31/03/2017
236	Km 728.055	Aganampudi	Andhra Pradesh	01/04/2016	31/03/2017
173	Km 865.553	Krishnavaram	Andhra Pradesh	01/04/2016	31/03/2017
203	Km 530.404	Laxmipuram	Andhra Pradesh	01/04/2016	31/03/2017
205	Km 616.704	Chilakapalem	Andhra Pradesh	01/04/2016	31/03/2017
230	Km 376.075	Manur	Andhra Pradesh	01/04/2016	31/03/2017
235	Km 589.554	Madapam	Andhra Pradesh	01/04/2016	31/03/2017
220	Km 795.498	Vempadu	Andhra Pradesh	01/04/2016	31/03/2017
240	Km 9.158	Main Toll (Gosthani Gate) (Sheela Nagar)	Andhra Pradesh	01/04/2016	31/03/2017
228	Km 416.800	Kaza	Andhra Pradesh	01/09/2015	31/08/2016
247	Km 1072.230	Pottipadu	Andhra Pradesh	01/04/2016	31/03/2017
248	Km 1050.780	Kalaparru	Andhra Pradesh	01/04/2016	31/03/2017

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Add/Update News

News Heading

Upload File

Choose File

No file chosen

Save

News Heading	File Name	Update	Delete
Year wise Toll Colection since inception - As per available data for all projects	2106201659PM21_33859.pdf	Select	Delete
Amendment to fee rules (Notification No. G.S.R. 585(E) dated 08.06.2016 on exemption from payment of user fee	1406201604PM23_95376.pdf	Select	Delete
Arriving user fee on ODC / OWC on National Highways	2502201611PM35_72308.pdf	Select	Delete
Amendments to the Fee Rules on Overloaded Vehicles – Tolerance upto 5% of Maximum GVW under CMV Rules / MV Act vide notification dated 7.1.2016.	Tolerance_5_of_GVW_06.02.16.PDF	Select	Delete
Policy Circular on Standardization of uniform of toll collection staff; user fee receipts, user fee display boards at toll booths at both NHAI and Concessionaires Toll Plazas.	PM_20160202171754.PDF	Select	Delete
Womg Collection Of User Fee From LMV Category vehicles as LCV	TIS.PDF	Select	Delete
Prevention of Overloading at Toll Plaza On NH Sections	t-192_15.pdf	Select	Delete
Toll Booth Abolished on 62 Public Funded Bridges	Toll_Both_Abolish_List.PDF	Select	Delete
List of Toll Booth Abolished on 62 Public Funded Bridges	File1637.PDF	Select	Delete

Modification No. 0

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Posted 14 11 2014

modified National Highway Fee Determination Of Data and

When click Select:

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**Add/Update News**

News Heading  
Year wise Toll Collection since inception - As per available data for all projects

Upload File  
[Choose File](#) No file chosen

[Save](#)

News Heading	File Name	Update	Delete
Year wise Toll Collection since inception - As per available data for all projects	2106201659PM21_33859.pdf	Select	Delete
Amendment to fee rules (Notification No. G.S.R. 585(E) dated 08.06.2016 on exemption from payment of user fee	1406201604PM23_95376.pdf	Select	Delete
Arriving user fee on ODC / OWC on National Highways	2502201611PM35_72308.pdf	Select	Delete
Amendments to the Fee Rules on Overloaded Vehicles – Tolerance upto 5% of Maximum GVW under CMV Rules / MV Act vide notification dated 7.1.2016.	Tolerance_5_of_GVW_06.02.16.PDF	Select	Delete
Policy Circular on Standardization of uniform of toll collection staff; user fee receipts, user fee display boards at toll booths at both NHAI and Concessionaires Toll Plazas.	PM_20160202171754.PDF	Select	Delete
Wrong Collection Of User Fee From LMV Category vehicles as LCV	TIS.PDF	Select	Delete
Prevention of Overloading at Toll Plaza On NH Sections	t-192.15.pdf	Select	Delete
Toll Booth Abolished on 62 Public Funded Bridges	Toll_Booth_Abolish_List.PDF	Select	Delete
List of Toll Booth Abolished on 62 Public Funded Bridges	File1637.PDF	Select	Delete

When Click Change Password At Header Menu

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**Change Password**

Old Password

New Password

Confirm New Password

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Please enter old Password  
Please enter new Password  
Please enter new confirm Password

Old Password

New Password

Confirm New Password

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

### **4.1 CONDITIONS OF CONTRACT**

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

### **4.2 GOVERNING LANGUAGE**

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

### **4.3 APPLICABLE LAW**

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

### **4.4 Project Scope**

The scope of project shall include activities as specified in the document.

### **4.5 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.

### **4.6 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.

### **4.7 PAYMENT TERMS**

As mentioned in relevant section of RFP

### **4.8 SLA/ PENALTY**

As mentioned in relevant section of RFP

### **4.9 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.

#### 4.10 CONTRACT PERIOD

The time period of the project is 36 months and shall start from the date of signing of Contract Agreement. Upon completion of 36 months, IHMCL may consider extending the engagement on yearly basis upto a maximum of 5 years from the date of signing of Contract Agreement with same "Cost" as quoted by the Bidder for the RFP.

#### 4.11 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.

#### 4.12 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.

#### 4.13 INDEMNIFICATION

- a) The Service Provider shall indemnify, defend, save and hold harmless, IHMCL, 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.

#### 4.14 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 BREACH OF CONTRACT: IHMCL may terminate the Contract if the Service Provider causes a fundamental breach of the Contract. Fundamental breach of Contract include, but shall not be limited to, the following:
  - 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.
- d) The Service Provider sub-contracts any assignment under this Agreement without approval



of IHMCL.

- e) Any other fundamental breaches as specified in the RFP.
- f) Notwithstanding the above, IHMCL may terminate the Contract in its sole discretion by giving 30 days prior notice without assigning any reason.
- g) 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.
- h) IHMCL shall terminate the Contract Agreement for any default for which termination is specified in the RFP.

#### 4.15 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.

#### 4.16 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, 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 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 [•] of IHMCL with a copy delivered to the Authority

Representative or such other person as IHMCL may from time to time designate by notice to the Contractor; provided that if the Contractor does not have an office in Delhi it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and

- 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

Signature

Authorised Representative

Name

Address

For & behalf of

Witness

(Contractor)

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 110 078

**Subject: Design, Development, Operations and Maintenance of a Comprehensive Toll Information System along with Mobile App.**

**Ref. No.**        RFP. No. IHMCL/TIS & Mobile App/2020/01

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, IHMCL/NHA 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 IHMCL/NHA 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: Design, Development, Operations and Maintenance of a Comprehensive Toll Information System along with Mobile App.**

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
  - (e)    Bank Account Name, Number and IFSC Code for returning EMD
  
3.    Name of the Statutory Auditor certifying the documents along with his/ her Membership number, if applicable:
  
4.    Financial details/projects meeting the qualifying criteria

Name .....

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

**Annexure C: Brief Information about the project (Not to exceed 10 pages)**

**Subject: Design, Development, Operations and Maintenance of a Comprehensive Toll Information System along with Mobile App.**

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

- i. technical, operational and environmental compatibility of the proposed Solution with existing IHMCL/NHAI Application (specification conformance),
- ii. proposed solution architecture,
- iii. proposal to conduct integration testing with following stakeholders
- iv. Approach for upgrading the solution and for conducting the testing of the same.

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

RFP Ref \_\_\_\_\_ (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:** -----

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:

## 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 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 PROJECT NAME**  
**" (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 G: Format for Financial Bid Submission

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

RFP Ref: IHMCL/TIS & Mobile App/2020/01

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 per milestone and break-up furnished below.

Financial Proposal

Sr. No.		Project Cost Head	Unit	Unit Rate (Rs.)	Amount (Rs.)
		(A)	(B)	(C)	(D)
Phase 1	1.1	Completion of design and development including hosting on Service Provider's facility.	One-time Lumpsum	C 1.1	= C1.1
Phase 2	2.1	Operations and Maintenance as per SLA (System operational on 24x7 basis and have minimum service uptime 98%) (a) Quarterly payment in arrears (b) A team of at least two person to be deployed during entire period of O&M, one on off-site and one on on-site location.	Per quarter	C2.1	=C2.1 x 12
Total Amount (Bid Value) Rs.					
Total Bid Value in words: Rs. 'Total Cost'					

Note :

- After acceptance of services by IHMCL, Invoice will be raised quarterly and shall be paid in arrears.
- For any additional work, payment shall be made as per following:
  - For minor work = Rs.10,000/- + GST for each instance.
  - For major work (viz creation of new module) = Rs. 25000/- + GST for each instance.
- The amount quoted above is inclusive of all taxes, levies, manpower cost, development cost, server cost, licenses & registration cost, security certificates, necessary APIs cost, network & connectivity cost, maintenance cost and all other cost to associated with the completion of services required under this RFP, but is exclusive of GST.

## Annexure H: Format of submission of Work Experience / Technical Strength of Applicant

Sub.: Design, Development, Operations and Maintenance of a comprehensive Toll Information System along with Mobile App

Ref: IHMCL/TIS & Mobile App/2020/01

Client Details Client Name: ..... Address: ..... ..... ..... Name of Contact Person: ..... Contact No. .... Contact E-mail ID. .... <b>(official e-mail ID)</b>		Name of Work / Project <sup>9</sup>
		Location:
		Approximate Value of Work / Project (INR)
Start Date		Present Status of Project (as per the applicants mandate)
Completion Date		
Present Status		
Application Users		
Name of Persons Deployed (Key Persons only)		
Detailed features of Project Executed:		

Name .....  
Designation/ Title of the Authorized Signatory.....  
Dated: .... / ... /2020

<sup>9</sup> Please furnish duly filled prescribed form in support of each project experience claimed.

#### Annexure -I Non-Disclosure Agreement

This Non-Disclosure Agreement (hereinafter called the “NDA”) is made on this XXth day of the month of XXXXXXX, 2020.

**BETWEEN**

Indian Highways Management Company Limited (IHMCL), constituted under Companies Act, 1956 and having its registered office at NHAI, G 5 & 6, Sector 10, Dwarka, New Delhi-110075 and Corporate Office at 2nd Floor, MTNL Building, Sector-19, Dwarka, New Delhi - 110075 (hereinafter referred to as the "Disclosing Party").

AND

XXXXXXXXXXXXXXXXXXXXXXXXXXXXa company incorporated under the provisions of the Companies Act, 1956 and having its registered office at XX (hereinafter referred to as "Receiving Party") (collectively referred to as "the parties")

#### WHEREAS

In connection with "**Agreement for Project Name XXXXXXXXXXXXXXXXXXXX**)" dated XXXXXXXX, the Receiving Party was engaged as **Service Provider** by the Disclosing Party, the Parties have agreed to execute this Non-Disclosure Agreement to ensure that all information provided by the Disclosing Party to the Receiving Party in the course of above said engagement shall be kept confidential Receiving Party as **Service Provider**.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

a) "**Purpose**" shall mean "**Project Name**" XX )", by the Receiving Party to the Disclosing Party.

a) "Confidential Information" shall mean all discussions, documents, paper, discs, technology, procedure and other information of a confidential nature pertaining to, generated or disclosed by either party in any form including in writing, electronically, computerized orally or otherwise marked as "Confidential" or informed to be 'Confidential' or relating to the Purpose, including, without limitation:

(i) All financial details investment plans, price specifications, schemes, technology know-how, techniques and information relating to business, investments, transactions or affairs, services being rendered, plans for business investments or for improving services and discussions on future services; and all other information, material or data relating to the current and /or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Receiving Party arising out of the Confidential Information.

(ii) the terms of this or any other agreement or document signed or to be signed by or between the Parties and the provisions thereof.

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

- i. is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party; or
- ii. the Receiving Party can show (a) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Disclosing Party and was not previously acquired by the Receiving Party from the Disclosing Party under an obligation of confidence, or (b) to have been developed by or for the Receiving Party at any time independently of any information disclosed to it by the Disclosing Party; or

- iii. the Receiving Party obtains from a source other than the Disclosing Party without breach by the Receiving Party or such source or any obligation of confidentiality or non-use towards the Disclosing Party; or
- iv. is hereafter furnished by the Disclosing Party to a third party without restriction on disclosure or use; or
- v. is disclosed by the Receiving Party (a) with the prior written approval of the Disclosing Party, or (b) without such approval, after a period of one (1) year from the date of receipt thereof.

2. Handling of Confidential Information

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

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

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

3. Limitations and Warranty

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

4. Disclaimer

All rights in Confidential Information are reserved by the Disclosing Party and no rights or obligations other than those expressly recited herein are granted or to be implied from this Agreement. In particular, no licence is hereby granted directly or indirectly under any invention, discovery, patent, copyright or other intellectual property right now or in the future held, made, obtained or licensable by either party. Nothing in this Agreement or its

operation shall constitute an obligation on either party to enter into the aforesaid business relationship or shall preclude, impair or restrict either party from continuing to engage in its business otherwise than in breach of the terms of this Agreement.

5. Notices

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

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

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

On its part the Receiving Party shall ensure, confirm and warrant that neither the Receiving Party nor any of its group companies will mis-use the information available to it in the course of the advisory mandate to derive an unfavourable advantage in bidding / participation in any projects initiated by the Disclosing Party. The Disclosing Party on its part shall not summarily debar or reject the bid/participation of the Receiving Party on the ground that the Receiving Party was privy to confidential information and it has derived undue advantage, unless reasonable opportunity is given to the Receiving Party to put forth its say.

7. Non-Assignment

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

8. Forbearance

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

9. Indemnity

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

10. Non-Publicity

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

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

12. The Receiving Party agrees that the obligations contained in this Agreement shall extend to the affiliated companies of the Receiving Party and to all its advisors and consultants. In this respect the Receiving Party represents that an agreement to keep such information confidential, on terms similar to this Agreement, is in place before disclosing any Confidential Information to such affiliate, advisor or consultant.
13. Entire Agreement  
This Agreement constitutes the entire agreement and understanding between the parties in respect of Confidential Information and supersedes all previous agreements, understandings and undertakings in such respect. This Agreement cannot be amended except by written agreement signed on behalf of each party by their authorized signatories.
15. Governing Law and Jurisdiction  
This Agreement shall be governed by and construed in all respects in accordance with the laws of India

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

On behalf of **Disclosing Party**

On behalf of **Receiving Party**

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Title : \_\_\_\_\_

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Title : \_\_\_\_\_