



***Request for Proposal for Selection
of Consultant for Technical
Architecture Review and Business
Modelling of NETC Programme***

***RFP Reference – IHMCL/Consultant/2020/02
Dated 13 January 2021***

INDIAN HIGHWAYS MANAGEMENT COMPANY LTD.



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1. Fact Sheet

| Clause Reference | Topic |
|----------------------|---|
| Cause 5.4 | The method of selection is: QCBS (70:30) |
| Clause 3.1 | RFP can be Downloaded from http://etenders.gov.in . Document Fee of Rs. 10,000 to be paid online and proof of payment to be submitted as per terms defined in the RFP. |
| Clause 4.5.3 | EMD of Rs. 5 lakhs in the form of Demand Draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS). |
| Section 2, Key dates | A pre-Bid meeting will be held as per timeline mentioned in Key Dates |
| Clause 4.6.2 | Proposals should be submitted in the following language(s): English |
| Clause 4.12 | Proposals must remain valid 180 days after the submission date |
| Clause 4.5.4 | Bidders must upload and submit on the eProcurement portal http://etenders.gov.in all the items (documents), as per the folder structure specified on the eProcurement portal. |
| | The proposal address to: Chief Operating Officer, Indian Highways Management Company Limited (IHMCL) G- 5& 6, NHAI HQ New Delhi 110 075 Phone: +91-11- 20427810; Email: tenders@ihmcl.com Website: www.ihmcl.co.in |
| Clause 4.6.3 | Proposals must be submitted no later than the date and time as mentioned in Key Dates. Proposals submitted after due date will not be accepted by the eProcurement portal |

2. Schedule of the Tender (Key dates)

| Sl. No. | Event Description | Date |
|---------|--|----------------------------------|
| 1. | Invitation of RFP | 13.01.2021 |
| 2. | Last date for receiving queries | 20.01.2021 |
| 3. | Pre-Bid meeting ¹ | 21.01.2021 @ 11:00 AM |
| 4. | Bid Due Date | 03.02.2021 (Up to 15:00 Hrs IST) |
| 5. | Due Date for physical submission of following documents at IHMCL office: - <ul style="list-style-type: none"> • Document Fee • Bid Security/EMD • Power of Attorney | 03.02.2021 (Up to 16:00 Hrs IST) |
| 6. | Opening of Technical Bids | 04.02.2021 (16:00 Hrs IST) |
| 7. | Validity of Bid | 180 days from Bid Due Date |

¹ In case of a VC – Meeting details shall be sent to those email IDs from whom queries have been received by due date. Interested bidders may ask for meeting details one day prior to the pre-bid meeting.

3. Letter of Invitation and Background Information

3.1. Notice Inviting Application

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

| Name of Work | Document Fees (Non-refundable) | EMD (Earnest Money Deposit) | Closing Date and Time |
|---|-----------------------------------|--------------------------------|-------------------------------------|
| Selection of Consultant for Technical Architecture Review and Business Modelling of NETC Programme | Rs. 10,000/- | Rs. 5 lakhs | 03.02.2021 (Up to 15:00 Hrs IST) |

- b) Any contract that may result from this public procurement competition will be issued for a term of 6 months ("the Term").
- c) The IHMCL reserves the right to extend the Term for a period by additional 6 months on the same terms and conditions.
- d) 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 as indicated above. IHMCL shall not be responsible for any postal delay, or network/system failure at bidder's end, as applicable. Bids submitted after the closing date/time shall be summarily rejected.
- e) IHMCL reserves the right to accept or reject any or all bids received before signing of Contract Agreement without thereby incurring any financial or other liability to the affected Bidders.

4. Instructions to the Bidders

4.1. General

- a) IHMCL invites proposals/bids from eligible entities having the requisite technical and financial capabilities.
- b) The Bids would be evaluated on the basis of the evaluation criteria set out in this Request for Proposal (RFP) Document in order to identify the Successful Bidder for providing the services envisaged under this RFP.
- c) Terms used in this RFP Document which have not been defined herein shall have the meaning recognized thereto in the draft Contract Conditions.
- d) Pursuant to the release of this RFP Document, IHMCL shall receive bids, prepared and submitted in accordance with the terms set forth in this RFP Document and other documents provided by IHMCL pursuant to this RFP Document including annexure/ Appendix hereto (collectively referred to as the "Bid Documents"), as modified, altered, amended and clarified from time to time by IHMCL.
- e) This RFP Document and all attached documents are and shall remain the property of IHMCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective bids in accordance herewith. Bidders shall not use it for any purpose other than for preparation and submission of their bids.
- f) The statements and explanations contained in this RFP Document are intended to provide an understanding to the Bidders about the subject matter of this RFP Document and shall not be construed or interpreted as limiting, in any way or manner whatsoever, the scope of services, work and obligations of the Successful Bidder to be set forth in the RFP or IHMCL right to amend, alter, change, supplement or clarify the scope of service and work, the Contract conditions to be awarded pursuant to the RFP Document including the terms thereof, and this RFP Document including terms herein contained. Consequently, any omissions, conflicts or contradictions in the Bid Document are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by IHMCL.
- g) Bidders may note that IHMCL will not entertain any material deviations from the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the terms and conditions of the draft Master Service Agreement. Any conditional Proposal is liable for outright rejection.
- h) Conditional or incomplete proposals are liable to be treated as non-responsive and, therefore may be rejected at the sole discretion of IHMCL.
- i) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- j) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by IHMCL on the basis of this RFP
- k) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of IHMCL. Any notification of preferred bidder status

by IHMCL. IHMCL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of IHMCL

- i) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2. Preparation and submission of application

- a) Bid must be submitted online only at <http://etenders.gov.in> during the validity of registration with the e-Tendering Portal being managed by National Informatics Centre (NIC), i.e. <http://etenders.gov.in>. To participate in e-tendering, the intending participants shall register themselves in the website of URL.

b) The Authorized Signatory holding Power of Attorney and the person whose DSC is used for submission of bids must be the same.

- c) Bidders/Applicants are advised to go through the FAQs, guidelines, instructions, manuals, policies, system setting procedures etc. as provided in the e-Procurement portal.
- d) Tender form and relevant documents will not be sold /issued manually from offices.
- e) Bidders are required to upload scanned copies of Bid Security, proof of online payment of cost Bidding Documents, Power of Attorney and other relevant document on the e-procurement portal.
- f) All documents including Application Fee, EMD, Power of Attorney, relevant Appendices eligibility documents etc. need to be submitted on e-tender portal. The Bidder shall submit the scanned copy of the original documents as mentioned in the RFP along with the bid on or before due date of submission. Evaluation of bids shall be carried out with the available scanned copy of original document submitted by bidder as per RFP requirement. However, the successful bidder has to submit the original documents physically with IHMCL before the issue of LOA.
- g) The date and time for online submission as mentioned in the section RFP document shall be strictly followed in all cases. The bidder/Applicants should ensure that their tender is submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Tender(s) not submitted online will not be entertained.
- h) If for any reason, any interested bidder fails to complete any online stages during the complete tender cycle, IHMCL shall not be responsible for that and any grievance regarding that shall not be entertained.

4.3. Eligibility/Pre-Qualification Criteria

The bidder qualifying the following criteria shall be considered eligible to bid for this RFP. The Technical Proposals of the Bidders shall be evaluated for meeting the eligibility/pre-qualification criteria based on the parameters listed below:

| S. NO. | Basic Requirement | Specific Requirements | Supporting Documents required |
|--------|-------------------|--|--|
| 1) | Legal Entity | The Bidder should be Company registered under the Companies Act, 1956/2013 or a partnership firm registered under LLP Act, 2008 and registered | <ul style="list-style-type: none">• Copy of Certificate of Incorporation• Copy of GST |

| S. NO. | Basic Requirement | Specific Requirements | Supporting Documents required |
|--------|----------------------------------|---|--|
| | | with the GST Authority in India. | Certificate |
| 2) | Relevant Business Continuity | The Bidder should have been operating in the last 07 years as on the 31 st March 2020. | <ul style="list-style-type: none"> Copy of Certificate of Incorporation/ Partnership Deed, as applicable |
| 3) | Sales Turnover in Consulting | <p>Average Annual Sales Turnover generated from consulting services in the last three financial years i.e. FY 2017-18, 2018-19 and 2019-20 should be at least Rs. 10 Cr.</p> <p>This turnover should be on account of Consulting only and should not comprise of sales revenues related to supply of hardware/IT infrastructure and their associated maintenance services, implementation of packaged software etc.</p> | <ul style="list-style-type: none"> Extracts from the audited Balance sheet and Profit & Loss for the last 3 years as specified; AND Certificate from the Statutory Auditor |
| 4) | Net Worth | The Net Worth of the Bidder must be positive as on 31 st March 2020 | <ul style="list-style-type: none"> Certificate from the Statutory Auditor |
| 5) | Relevant Experience - Category 1 | <p>The Bidder must have experience of implementing projects of '<i>similar nature</i>' in India or abroad for Government or International funding agencies in the last 07 years as on bid due date as below:</p> <ul style="list-style-type: none"> At least 1 project of contract value of Rs. 1 Crore or more (excluding taxes), Or, At least 2 projects of contract value of Rs. 60 lakhs or more (excluding taxes), Or, At least 3 projects of contract value of Rs. 50 lakhs or more (excluding taxes) <p>'<i>Similar nature</i>' for this criterion shall mean consulting assignments in the field of IT strategy, road map, design & architecture/As-Is study and Business Process Re-engineering/ IT system audit of large/medium scale projects in the fields of ICT or Intelligent Transport system/Smart Mobility/Transit payments.</p> <p>Project experience of only the Bidding entity shall be considered for evaluation.</p> | <ul style="list-style-type: none"> Extracts of Work Order + Completion Certificates from the client; <p>OR</p> <ul style="list-style-type: none"> Extracts of Work Order + Self Certificate of Completion (Certified by the Statutory Auditor) or the Authorized Signatory holding Power of Attorney for the bid) <p>The extracts of Work Order or the Self-Certificate should clearly demonstrate the relevant area of work/activities as required in the criterion. IHMCL reserves the right to seek further explanation or</p> |

| S. NO. | Basic Requirement | Specific Requirements | Supporting Documents required |
|--------|----------------------------------|---|--|
| | | Ongoing projects may also be considered if the relevant work/deliverable as required in this criterion has been completed as on the bid release date. For such ongoing projects, the certificate from client or self-certificate by the bidder shall clearly mention the work completion as on the bid release date | supporting documents in case any clarification is required during evaluation of a Self-certificate submitted by the Bidder |
| 6) | Relevant Experience – Category 2 | <p>The Bidder must have experience of implementing at least one project of 'similar nature' of Contract value not less than the amount INR 40 Lakhs (excluding taxes) in India or abroad for Government or International funding agencies in the last 07 years as on bid due date.</p> <p>'Similar nature' for this criterion shall mean consulting assignments in the field of Business/Financial Modelling of large-scale project in field of ICT/digital transformation sector, Transportation & Highways sector</p> <p>Project experience of only the Bidding entity shall be considered for evaluation.</p> <p>Ongoing projects may also be considered if the relevant work/deliverable as required in this criterion has been completed as on the bid release date. For such ongoing projects, the certificate from client or self-certificate by the bidder shall clearly mention the work completion as on the bid release date</p> | <ul style="list-style-type: none"> Extracts of Work Order + Completion Certificates from the client; <p>OR</p> <ul style="list-style-type: none"> Extracts of Work Order + Self Certificate of Completion (Certified by the Statutory Auditor) or the Authorized Signatory holding Power of Attorney for the bid) <p>The extracts of Work Order or the Self-Certificate should clearly demonstrate the relevant area of work/activities as required in the criterion. IHMCL reserves the right to seek further explanation or supporting documents in case any clarification is required during evaluation of a Self-certificate submitted by the Bidder.</p> |
| 7) | Consortiums | Consortiums are not allowed . | |
| 8) | Debarment/Blacklisting | The Bidder shall not be under a declaration of ineligibility for corrupt or fraudulent practices and should not be blacklisted by any State Govt./ Central Govt./ PSU in India for any reason. | Self-declaration from authorized signatory |

4.3.1. For projects where contract value or any amount is in any currency other than Indian Rupees, than the foreign currency conversion rate available on Reserve Bank of India's portal as on the date of release of the RFP document shall be used for conversion of amount in foreign currency to Indian Rupees equivalent.

4.3.2. The Bidders must provide all supporting documents specified above in support of each eligibility requirement in line with the criteria stipulated in eligibility and technical evaluation criteria.

4.4. Pre-Bid Meeting & Clarifications

4.4.1. Bidders Queries

- a) IHMCL shall hold a pre-bid meeting with the prospective bidders on date & time as mentioned in Key Dates.
- b) The Bidders will have to ensure that their queries for Pre-Bid meeting should be emailed one day before pre-bid meeting on email id tenders@ihmcl.com.
- c) In case of a VC – Meeting details shall be sent to those email IDs from whom queries have been received by due date. Interested bidders may ask for meeting details one day prior to the pre-bid meeting.
- d) The queries should necessarily be submitted in the following format:

| S.No. | RFP Document Reference(s) (Section & Page Number(s)) | Content of RFP requiring Clarification(s) | Points of Clarification/Suggestion |
|--------------|---|--|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |

- e) Queries should be sent in excel format only.
- f) IHMCL shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by IHMCL.

4.4.2. Responses to Pre-Bid Queries and Issue of Corrigendum

- a) IHMCL will endeavour to provide timely response to all queries. However, IHMCL makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does IHMCL undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, IHMCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the e-tender website.
- d) Any such corrigendum shall be deemed to be incorporated into this RFP.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, IHMCL may, at its discretion, extend the last date for the receipt of Proposals.

4.5. Key Requirements of the Bid

4.5.1. Right to Terminate the Process

- a) IHMCL may terminate the RFP process at any time and without assigning any reason. IHMCL makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by IHMCL. The bidder's participation in this process may result IHMCL selecting the bidder to engage towards execution of the contract.

4.5.2. RFP Document Fees

- a) The RFP documents have been made available to be downloaded without any fee from the website www.etenders.gov.in.
- b) the demand draft of RFP document fees (if any, as mentioned in the Fact Sheet) should be submitted along with the bidder's proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.
- c) The document fee should be deposited in IHMCL bank account and proof of payment (receipt, UTR details etc.) shall be submitted in Bid Proposal. IHMCL bank account details for deposit of Document Fee is as mentioned below: -
 - A/c Holder Name = Indian Highways Management Company Limited
 - Bank Name = Canara Bank
 - A/c No. = 8598201006217
 - IFSC = CNRB0008598
 - Branch = Delhi NHAI Dwarka Branch New Delhi-110075

4.5.3. Earnest Money Deposit (EMD)

- a) Bidders shall submit, along with their Proposals, an EMD of Rs. 5 Lakhs only, in the form of a demand draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS). The payment transfer related information is as follows:
 - i. EMD BG in the format specified in Appendix I: Form 3 issued by a commercial bank in favour of Account details as mentioned below. The EMD BG should remain valid for a period of 60 days beyond the final tender validity period.
 - ii. Demand Draft/Banker cheque drawn on any schedule bank: Payable at Indian Highways Management Company Limited, New Delhi
 - iii. Electronic Bank Guarantee under Structured Financial Messaging System (SFMS)

A/c Holder Name = Indian Highways Management Company Limited
Bank Name = Canara Bank
A/c No. = 8598201006217
IFSC = CNRB0008598
Branch = Delhi NHAI Dwarka Branch New Delhi-110075
- b) 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.
- c) Any bid not accompanied by an acceptable Earnest Money Deposit and Document Fee shall be rejected by IHMCL as non-responsive.

- d) The Earnest Money Deposit of unsuccessful bidders will be returned upon written request from the unsuccessful bidder, after expiry of the period of Bid Validity prescribed by IHMCL or Signing of Contract Agreement between IHMCL and successful bidder.
- e) The Earnest Money Deposit of the Successful Bidder will be discharged when the Successful Bidder has furnished the required Performance Security and signed the Contract Agreement.
- f) The Bid Security / Earnest Money will be forfeited:
 - i. if the Bidder withdraws or modifies the Bid during the period of Bid validity;
 - ii. if the Bidder does not accept the correction of the bid price, pursuant to clause pertaining to imbalance bid;
 - iii. in the case of a Successful Bidder, if the Bidder fails within the specified time limit to sign the Contract; and/or
 - iv. Furnish the required Performance Security; or
 - v. if the Bidder is found to be engaged in corrupt or fraudulent practices.

4.5.4. Submission of Proposals

- a) All documents including Application Fee, EMD, Power of Attorney, relevant appendices, eligibility documents etc. need to be submitted on e-tender portal. The Bidder shall submit the scanned copy of the original documents as mentioned in the RFP along with the bid on or before due date of submission. Evaluation of bids shall be carried out with the available scanned copy of original document submitted by bidder on e-portal as per RFP requirement. However, the successful bidder has to submit the original documents physically with IHMCL before the issue of LOA.
- b) Bidders should submit their responses as per the procedure specified in the e-Procurement portal (<http://etenders.gov.in>) being used for this purpose. Generally, the items to be uploaded on the portal would include all the related documents mentioned in this RFP, such as:
 - Tender Fee
 - EMD
 - Pre-qualification response
 - Technical Proposal
 - Financial proposal
 - Additional certifications/documents E.g. Power of Attorney, certificates on turnover, etc.
 - All relevant appendices and supporting documents as required on RFP
- c) Below-mentioned documents needs to be submitted physically at IHMCL office as per schedule of the tender (Key dates): -
 - Document Fee
 - Bid Security/EMD
 - Power of Attorney
- d) However, each of the above documents must be uploaded in the format specified for this purpose and as per the specified folder structure in the e-Procurement portal.
- e) The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted within the submission timelines. IHMCL will in no case be responsible if the bid is not submitted online within the specified timelines.
- f) All the pages of the Proposal document must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bidder's Proposal.

- g) The Applicant shall provide all the information sought under this RFP. IHMCL will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.
- h) The Application/Bid Documents uploaded on e-tender portal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions or any other amendments made to the Application shall be initialled by the person(s) signing the Application.

4.5.5. Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal.

4.6. Preparation and submission of Proposal

4.6.1. Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. IHMCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.6.2. Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

4.6.3. Deadline for Submission of proposals

The bid must be submitted on the eProcurement portal <http://etenders.gov.in> by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. IHMCL shall not be responsible for any delay in the submission of the documents.

IHMCL may, at its discretion, extend the deadline for submission of Bids by issuing an amendment in which case all rights and obligations of IHMCL and the Bidders previously subject to the original deadline will thereafter be subject to the deadline extended.

Offer by fax / e-mail will not be accepted and shall be treated as void *ab-initio*.

4.6.4. Late Bids

Bids submitted after the due date will not be accepted by the eProcurement system (<http://etenders.gov.in>) and hence will automatically be rejected. IHMCL shall not be responsible for any delay in the online submission of the proposal.

4.7. Alternate Proposals by the Bidders

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

4.8. Deviations

The bidder may provide deviation to the contents of the RFP document. It may be noted that once the deviation is provided, the bidder would not be allowed that to withdraw the deviation submitted.

The Evaluation Committee would evaluate and classify them as “material deviation” or “nonmaterial deviation “. In case of any material deviations, the Committee would be entitled to reject the bid.

4.9. Evaluation process / Selection procedure

- a) IHMCL will constitute an Evaluation Committee to evaluate the responses of the bidders.
- b) The Evaluation Committee constituted by IHMCL shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d) The Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e) The Evaluation Committee 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.
- f) The Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- g) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

4.10. Modifications/ substitution/ withdrawal of Applications

- a) The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by IHMCL prior to the Bid Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Bid Due Date.
- b) Any alteration/ modification in the Application or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by IHMCL, shall be disregarded.

4.11. Tender Opening

- a) IHMCL shall open the Applications as per Key Timelines mentioned in RFP, at the place specified in RFP and in the presence of the Applicants who choose to attend.
- b) Applications for which a notice of withdrawal has been submitted in accordance with Clause 4.10 shall not be opened.

- c) IHMCL will subsequently examine and evaluate Applications in accordance with the provisions set out in this RFP.
- d) Applicants are advised that selection of Applicants will be entirely at the discretion of IHMCL. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- e) Any information contained in the Application shall not in any way be construed as binding on IHMCL, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- f) IHMCL reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- g) If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, IHMCL may, in its sole discretion, exclude the relevant project from computation of the Eligible Score of the Applicant.
- h) In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by IHMCL as incorrect or erroneous, IHMCL shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material representation, IHMCL reserves the right to reject the Application and/ or Bid.

4.12. Tender Validity

- a) Bids shall remain valid for a period of 180 days from the Bid due date. Any Bid valid for a shorter period shall be rejected as non-responsive. IHMCL has sole discretion to extend the period beyond 180 days.
- b) In exceptional circumstances, IHMCL may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing; however, no modification to such bid shall be permitted.

4.13. Tender Evaluation

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
 - Are not submitted in as specified in the RFP document
 - Received without the Letter of Authorization (Power of Attorney)
 - Are found with suppression of details
 - With incomplete information, subjective, conditional offers and partial offers submitted
 - Submitted without the documents requested in the RFP
 - Have non-compliance of any of the clauses stipulated in the RFP
 - With lesser validity period
- b) All responsive Bids will be considered for further processing as below.
- c) IHMCL will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.
- d) During evaluation and comparison of bids, IHMCL may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing via email, asking the Bidder to respond by a specified date, and also mentioning therein that, if the Bidder does not comply or respond by the date, his tender will be liable to be rejected. No post bid

clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents shall be sought only in case of historical documents which pre-existed at the time of the bid opening and which have not undergone change since then.

4.14. Award Criteria

IHMCL will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

4.15. Right to Accept Any Proposal and To Reject Any or All Proposal(s)

IHMCL reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for IHMCL's action.

4.16. Notification of Award

- a) Prior to the expiration of the validity period, IHMCL will notify the successful bidder in writing or by email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, IHMCL, may like to request the bidders to extend the validity period of the bid.
- b) The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee and signing of Contract Agreement, IHMCL will notify each unsuccessful bidder and return their EMD.

4.17. Performance Guarantee

- a) IHMCL will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 3% of the total cost of quoted by bidder. The Performance Guarantee should be valid for a period of 6 months after expiry of Contract Agreement and also should have claim period of 1-year post expiry. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, IHMCL at its discretion may cancel the order placed on the selected bidder without giving any notice.
- b) IHMCL shall invoke the performance guarantee in case the selected bidder fails to discharge their contractual obligations during the period or IHMCL incurs any loss due to selected bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.

4.18. Signing of Contract

Post submission of Performance Guarantee by the successful bidder, IHMCL shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder.

4.19. Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the Proposed Contract terms and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event IHMCL may award the contract to the next best value bidder or call for new proposals from the interested bidders.

In such a case, IHMCL shall invoke the PBG of the most responsive bidder.

4.20. Downstream work

The Consultant shall not be eligible to bid for the activities relating to the implementation of this project. Further, the consultant shall give a declaration that they do not have any interest in downstream business, which may ensue from this assignment.

4.21. Substitution of Key Personnel –

If any of the Key Personnel become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Personnel.

4.22. Complaint Proposals/ Completeness of Response

- a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.
 - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.
 - iii. Include all supporting documentations specified in this RFP.

4.23. Change Request

The following would constitute a Change request

- a) Any work which has not been specifically mentioned in the scope of work.
- b) Any changes in the deliverables post approval by the client.
- c) Bid Process Management in case of re-tendering is to be done for reasons for which the consultants are not responsible.
- d) Any delay in the project timelines beyond the calendar time mentioned in the tender document for which Bidder is not directly responsible. In such a case, the additional effort estimated by the bidder and its costs would be discussed and finalized in discussions with the Bidder. The basis of this cost would be the commercial bid.

4.24. Fraud and Corrupt Practices

- a. The Applicants/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, IHMCL shall reject a Proposal without being liable in any manner whatsoever to the Applicant, 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. In such an event, IHMCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, 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 Applicant’s Proposal.
- a. Without prejudice to the rights of IHMCL under Clause above and the rights and remedies which IHMCL may have under the LOI or the Contract, if an Applicant or Consultant, as the case may be, is found by IHMCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Contract, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by IHMCL during a period 3 years of from the date such Applicant or Consultant, as the case may be, is found by IHMCL to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- b. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. “corrupt practice” means (i) 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 LOI or has dealt with matters concerning the Contract 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 the IHMCL , shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) 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 Contract, as the case may be, any person in respect of any matter relating to the Project or the Award or the Contract, 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 or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - 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 (i) establishing contact with any person connected with or employed or engaged by IHMCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.25. Conflict of Interest

- a. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the IHMCL shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to IHMCL for, inter alia, the time, cost and effort of IHMCL including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to IHMCL hereunder or otherwise.
- b. IHMCL requires that the Consultant provides professional, objective, and impartial advice and at all times hold IHMCL’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of IHMCL.
- c. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;
 - ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others’ information about, or to influence the Proposal of either or each of the other Bidder; or
 - iv. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to IHMCL for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
 - v. A firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;
- d. An Bidder eventually appointed to provide Consultancy for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for IHMCL in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for IHMCL where the conflict of interest situation does not arise.
- e. In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to IHMCL as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure

shall be construed as Conflict of Interest. IHMCL shall, upon being notified by the Consultant under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

5. Evaluation Criteria

5.1. Phase-1: - Pre-Qualification Criteria

- a) 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. Following documents shall be evaluated as per part of Pre-Qualification stage: - Document Fee, EMD/Bid Security, PoA and other Eligibility Documents and Appendices.
- b) The Bidder shall have to submit all the required documents as per various formats provided in Appendices. 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.
- c) 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.

5.2. Phase-2: - Technical Qualification Criteria

Based upon the evaluation of the documents and the conditions specified in the RFP, IHMCL shall announce the names of the Bidders who have qualified for Phase-2 Technical Qualification. It is hereby clarified that Technical Qualification evaluation of only such Bidders who are declared qualified as stated herein shall be performed.

5.2.1. Technical Qualification Criteria - Technical Score

- 5.2.2. The Technical Proposals of the Bidders shall be evaluated based on the Technical Evaluation Framework as listed in the Table below and marks (ST) shall be provided accordingly:

| Section # | Evaluation Criteria | Total Marks |
|-------------------------------|------------------------|-------------|
| 1 | Bidder Profile | 15 |
| 2 | Relevant Experience | 30 |
| 3 | Approach & Methodology | 20 |
| 4 | Resource Profile | 35 |
| Overall Technical Score Total | | 100 |

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5.2.3. Detailed Technical Scoring Criteria are as below -

| S. No | Criteria Description | Max Marks | Marking Criteria | Marks | Supporting Documents |
|-------|---|-----------|--|-------------------------------|--|
| 1 | Bidder Profile (Maximum Marks = 15) | | | | |
| 1.1 | Average Annual Sales Turnover generated from consulting services in the last three financial years FY 2017-18, 2018-19 and 2019-20 | 15 | <p>More than INR 20 Crore</p> <p>More than INR 15 Crore up to INR 20 Crore</p> <p>INR 10 Crore up to INR 15 Crore</p> | <p>15</p> <p>12</p> <p>10</p> | <p>•Extracts from the audited Balance sheet and Profit & Loss for the last 3 years as specified; AND</p> <p>•Certificate from the Statutory Auditor</p> |
| 2 | Relevant Past Experience (Maximum Marks = 30) | | | | |
| 2.1 | <p>The Bidder must have experience of implementing projects of 'similar nature' in India or abroad for Government or International funding agencies in the last 07 years as on bid due date.</p> <p>'Similar nature' for this criterion shall mean consulting assignments in the field of IT strategy, road map, design & architecture/As-Is study and Business Process Re-engineering/ IT system audit of large/medium scale projects in the fields of ICT or Intelligent Transport system/Smart Mobility/Transit payments.</p> <p>Project experience of only the Bidding entity shall be considered for evaluation.</p> <p>Ongoing projects may also be considered if the relevant work/deliverable as required in this criterion has been completed as on the bid release date. For such ongoing projects, the certificate from client or self-certificate by the</p> | 20 | <p>Marks shall be allotted on the basis of number of projects cited by the Bidder, subject to maximum 20 marks.</p> <p>Marks shall be allotted as below –</p> <ul style="list-style-type: none"> Each project of contract value of at least Rs. 1 Crore or more (excluding taxes) – 10 marks Each project of contract value of at least Rs. 60 lakhs or more (excluding taxes) – 7 marks Each project of contract value of at least Rs. 50 lakhs or more (excluding taxes) – 5 marks | | <p>•Extracts of Work Order + Completion Certificates from the client;</p> <p>Or</p> <p>•Extracts of Work Order + Self Certificate of Completion (Certified by the Statutory Auditor or the Authorized Signatory holding Power of Attorney for the bid)</p> <p>The extracts of Work Order or the Self-Certificate should clearly demonstrate the relevant area of work/activities as required in the criterion.</p> <p>IHMCL reserves the right to seek further explanation or supporting documents in case</p> |

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| S. No | Criteria Description | Max Marks | Marking Criteria | Marks | Supporting Documents |
|--|--|-----------|--------------------|-------|---|
| | bidder shall clearly mention the work completion as on the bid release date | | | | any clarification is required during evaluation of a Self-certificate submitted by the Bidder. |
| 2.2 | The Bidder must have experience of implementing project(s) of 'similar nature' of Contract value not less than the amount INR 40 Lakhs (excluding taxes) in India or abroad for Government or International funding agencies in the last 07 years as on bid due date. 'Similar nature' for this criterion shall mean consulting assignments in the field of Business/Financial Modelling of large-scale project in field of ICT/digital transformation sector, Transportation & Highways sector Project experience of only the Bidding entity shall be considered for evaluation. Ongoing projects may also be considered if the relevant work/deliverable as required in this criterion has been completed as on the bid release date. For such ongoing projects, the certificate from client or self-certificate by the bidder shall clearly mention the work completion as on the bid release date | 10 | 3 or more projects | 10 | •Extracts of Work Order + Completion Certificates from the client; Or •Extracts of Work Order + Self Certificate of Completion (Certified by the Statutory Auditor or the Authorized Signatory holding Power of Attorney for the bid) |
| | | | 2 projects | 9 | The extracts of Work Order or the Self-Certificate should clearly demonstrate the relevant area of work/activities as required in the criterion. |
| | | | 1 project | 7 | IHMCL reserves the right to seek further explanation or supporting documents in case any clarification is required during evaluation of a Self-certificate submitted by the Bidder. |
| 3. Approach and Methodology (Maximum Marks = 20) | | | | | |

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| S. No | Criteria Description | Max Marks | Marking Criteria | Marks | Supporting Documents |
|--|---|-----------|---|-------|---|
| 3.1 | Demonstration of understanding of the Project Objective, requirements, challenges likely to be encountered, scope of work, etc. | 10 | Approach & Methodology Note to be submitted by Bidder not exceeding 20 pages . | 10 | <ul style="list-style-type: none">Assessment to be based on a note covering all requirements as mentioned |
| 3.2 | Project work break down structure showcasing Overall Timelines, Resource assignments (relevance to the task assigned) and dependencies. | 10 | | 10 | & <ul style="list-style-type: none">Presentation made by Bidder before the Committee |
| 4. Adequacy and Quality of Resources proposed for Deployment (Maximum Marks = 30) (Minimum requisite qualification provided in Resource requirement section) | | | | | |
| 4.1 | Team Leader | 15 | More than 15 years’ experience | 15 | CV to be submitted in prescribed format counter-signed by authorized signatory |
| | | | From 13 years – up to 15 years’ experience | 12 | |
| | | | From 10 years – up to 12 years’ experience | 10 | |
| 4.2 | Subject Matter Specialist (Electronic Toll Collection) | 10 | More than 15 years’ experience | 10 | CV to be submitted in prescribed format counter-signed by authorized signatory |
| | | | From 13 years – up to 15 years’ experience | 8 | |
| | | | From 10 years – up to 12 years’ experience | 7 | |
| 4.3 | Digital Payment Expert | 5 | 12 or more years experience | 5 | CV to be submitted in prescribed format counter-signed by authorized signatory |
| | | | 10 to 11 years experience | 4 | |
| | | | 8 to 9 years experience | 3 | |
| 4.4 | Business modelling & Financial Expert | 5 | 12 or more years experience | 5 | |

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| S. No | Criteria Description | Max Marks | Marking Criteria | Marks | Supporting Documents |
|-------|----------------------|-----------|---------------------------|-------|--|
| | | | 10 to 11 years experience | 4 | CV to be submitted in prescribed format counter-signed by authorized signatory |
| | | | 8 to 9 years experience | 3 | |

- a) Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score (ST) at least 70 marks out of total 100 from the technical evaluation criteria would be considered technically qualified.
- b) Evaluation Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information has to be supplied within the set out time frame as provided by Evaluation Committee, otherwise Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the bidders and the proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal. For verification of information submitted by the bidders, the committee may visit bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples and reference information as desired by the committee. The bidders shall also assist the committee in getting relevant information from the bidders' references.

5.2.4. Resource Requirement

a) Key Resource Requirement - (CVs to be submitted for evaluation)

| Sl # | Resources required | Minimum Total Years of Work Experience | No. of Resources | Estimated man-month |
|------|--|--|------------------|---------------------|
| 1. | Team Leader | 10 years | 1 | 6 |
| 2. | Subject Matter Specialist (Electronic Toll Collection) | 10 years | 1 | 6 |
| 3. | Subject Matter Specialist (Digital Payment Expert) | 8 years | 1 | 6 |
| 4. | Business modelling & Financial Expert | 8 years | 1 | 2 |

b) Minimum requisite Qualification & Experience –

| S.No. | Key personnel | Requisite Minimum Qualification and Experience |
|-------|--|--|
| 1. | Team Leader | <ul style="list-style-type: none"> B.E/B. Tech in Computer Science / IT / Electronics and Communication Engineering or in any Stream and MBA from a reputed and recognized university or institution. Minimum 10 years of professional experience in IT and digital transformation sector, and with minimum 08 years working experience Intelligent Transport System and Transit Payment fields. Minimum one project related to digital transformation in Government Department/Ministries/PSU, preferably in Roads / Highways/Transport sector in India. |
| 2. | Subject Matter Specialist (Electronic Tolling) | <ul style="list-style-type: none"> B.E/B.Tech in IT/Computer Science/Electronics or MCA or post - graduate in IT Minimum 10 years of total professional experience in IT/telecom and Intelligent Transport System (ITS) field Should have at least 4 years working experience in the field of electronic toll collection system in India or abroad. |

| S.No. | Key personnel | Requisite Minimum Qualification and Experience |
|-------|--|--|
| | | <ul style="list-style-type: none"> At least one project involving implementation of FASTag based Electronic Toll collection system/Technical and Operational Evaluation in India. |
| 3. | Subject Matter Specialist (Digital Payment Expert) | <ul style="list-style-type: none"> Post graduate degree in finance, banking, technology or Management fields Minimum 8 years of relevant experience in technology, banking or financial sectors and at least 5 years of experience in designing and implementing projects/strategies on digital payment services and developing and/or supervising payment reconciliation and central clearing house (CCH) system, database access, etc. Should have worked on at least 2 projects with a bank or non-bank deployment in the area of digital payment services Should have adequate understanding of legal and regulatory issues related to digital payment services, such as PPI, KYC, AML rules, etc. |
| 4. | Business modelling & Financial Expert | <ul style="list-style-type: none"> MBA from a reputed and recognized university or institution Should have 8 years of experience in the fields of strategic planning and management, financial modelling etc. and at least 5 years of consultancy experience in carrying out Financial Business Modelling of large-scale ICT/E-Governance/digital transformation projects with Government/PSUs Should have carried out at least 3 financial modelling project of large-scale Government programme in India or abroad. |

c) Other Resource Requirement – (CV not required to be submitted at bidding stage, to be submitted before on-boarding during project execution)

| SI # | Resources required | Minimum Qualification | Minimum Work Experience | No. of Resources | Estimated man-month |
|------|--|-------------------------------|-------------------------|------------------|---------------------|
| 1. | Solution Architect | M. Tech / B. Tech / B. E./MCA | 10 years | 1 | 3 |
| 2. | ETC Infrastructure engineer | B. Tech / B.E. | 5 years | 2 | 6 (2*3) |
| 3. | Data Security Specialist | M. Tech / B. Tech / B. E./MCA | 10 years | 1 | 3 |
| 4. | Data Management/Analytics Expert | B. Tech / B. E./MCA | 10 years | 1 | 3 |
| 5. | Digital Payments Associate | B.E/B.Tech + MBA | 5 years | 1 | 6 |
| 6. | Business modelling & Financial Associate | MBA | 5 years | 1 | 2 |

5.3. Phase-3: - Financial Bid Evaluation

- a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b) If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- c) The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 bidders will be evaluated using the following formula:
- d) Financial Score of a Bidder (SF) = {(Lowest Total Financial Bid Quoted / Total Financial Bid Quoted by the Bidder) X 100}% (Adjusted to two decimal places)
- e) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- f) The bid price will include all taxes and levies except GST and shall be in Indian Rupees.
- g) Any conditional bid would be rejected
- h) Errors & Rectification: Arithmetical errors will be rectified on the following basis:
"If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail". If the bidder does not accept the correction of errors, its Bid shall be rejected and the EMD will be forfeited.

5.4. Combined and Final Evaluation

- a) The technical and financial scores secured by each bidder will be added using weightage as mentioned in the RFP and respectively to compute a Composite Bid Score.
- b) The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows: -

$$S = 70\% * ST + 30\% * SF$$

Where S = overall score of bidder.

- ST = Technical score of the bidder (out of maximum of 100 marks)
 - SF = Normalized financial score of the bidder
- c) In the event the bid composite bid scores are 'tied', IHMCL may: -
 - i. Declare the bidder securing the highest technical score as the Preferred Bidder for award of the Project.
 - ii. Take any such measure as may be deemed fit at its sole discretion, including annulment of the bidding process.

6. Conditions of Contract

As provided in Appendix – IV of this RFP.

7. Terms of Reference

7.1. About Indian Highways Management Company Ltd.

Indian Highways Management Company Limited (IHMCL) was incorporated on 26.12.2012 under the Companies Act, 1956. It was incorporated to carry out Electronic Tolling and other allied works by NHAI jointly with its Concessionaires and Financial Institutions. The shareholding pattern of stakeholders is NHAI-41.38%, Concessionaires-33.81% and Financial Institutions 24.81%.

For more information on IHMCL please visit www.ihmcl.co.in

7.2. National Electronic Toll Collection programme

7.2.1. NETC programme, the flagship initiative of Ministry of Road Transport & Highways, Government of India (MoRTH) and National Highways Authority of India (NHAI), provides a unified and interoperable electronic toll collection (ETC) solution for National Highways in India. through a RFID-based tag called FASTag. FASTag is a device that employs Radio Frequency Identification (RFID) technology and is affixed on the windscreen of the assigned vehicle and enables a customer to make the toll payments directly from the account which is linked to FASTag.

7.2.2. NETC programme is one of the key projects being implemented by Indian Highways Management Company Ltd. (IHMCL), a company promoted by NHAI.

7.2.3. NETC Programme Objectives:

- To implement Electronic Toll Collection (ETC) solution for National Highways in India based on RFID technology
- To facilitate seamless movement by offering ETC services across all tolled roads in India

7.2.4. Key Stakeholders of the NETC Programme

NHAI, IHMCL, NPCI, 26 Issuer banks, 12 Acquirer banks, Concessionaires/Toll Operators, System Integrators, Tag manufacturers, etc.

7.2.5. Scaling up Electronic Toll Collection infrastructure across toll plazas

In order to remove the bottlenecks associated with manual toll collection and ensure seamless movement of traffic and collection of toll as per the notified rates, the Government had introduced Electronic Toll Collection (ETC) across National Highways in India. Electronic Toll Collection (ETC) entails payment of highway tolls electronically without stopping at the toll plazas. The unique number of the RFID Tag affixed on the wind shield of the vehicle is read by the Readers fitted in the dedicated “ETC” lanes of plazas and sent to the Central Clearing House (CCH) for financial settlement. Interoperable ETC offers the convenience of electronically paying toll at any toll collection point on a national highway across the country through a single ETC account.

7.2.6. Current Status

As on date, over 690 toll plazas are Live under the NETC programme, which includes 71 state toll plazas as well. More than 1.8 Crore FASTags have been issued till date and the

average electronic toll collection in the month of Feb 2020 was approx. INR 64 Crores per day, average FASTag transaction count was 38 lakhs. Till 31st March 2021, in general, a programme management fees of 4% of FASTag transaction value is provisioned for issuer banks, acquirer bank, NPCI (CCH provider) and IHMCL.

Ministry of Road Transport and Highways has mandated that all the lanes in Fee Plazas across India shall be declared as “FASTag lanes of Fee Plaza”. However, in order to facilitate and monitor the oversized vehicles, one lane at every toll plaza will be Hybrid lane accepting FASTags and other modes of payment.

7.3. Scope of Work

Broad scope of the Consultant shall be to provide **technical and programme management support** in implementation of NETC programme and other initiatives by IHMCL. The detailed scope of work is described in the sub-sections as below –

7.3.1. Task 1 – Carry out technical review and assessment of existing NETC system architecture and suggest improvement

- a) Review the existing NETC system architecture, operating procedures, service level agreement parameters of NETC Programme and suggest recommendation for overall improvement
- b) Review and carry out IT system audit of the current ETC system (at minimum 2 toll plazas identified by IHMCL/NHAI), comprising of hardware equipment, software including database installed at toll plazas to identify possible risks/threats and recommend steps for overall improvements of the ETC system at toll plaza.
- c) Review the Interface Control Document (ICD) 2.5 of NETC programme and provide input for improvement in consultation with various stakeholders such as System Integrator, Acquirer banks and NPCI
- d) Review transaction processing from toll plazas to backend system and design the roadmap for roll out of real-time transaction processing at all NH Toll plazas across India.
- e) Review the existing specifications of FASTag (RFID tag) and RFID readers and suggest mechanism for adherence of quality and specifications by various tag manufacturers and OEMs under NETC programme.
- f) Review the existing process of certification of issuer banks and acquirer banks process by NPCI, suggest improvement, and lay down standard procedure and requirements of certifications of member banks (issuer & acquirer).
- g) Suggest mechanism for improvement in overall programme management, MIS, etc. by use of data analytical tools. Review availability of MIS reports / dashboards for ETC project and suggest improvement in overall project monitoring and management along with recommendation of analytical tools for further improvements.
- h) Review the existing Procedural Guidelines (PG) of NETC programme and submit revised document with suggested improvement

- i) Review of scope of the existing CCH Provider (NPCI) and provide recommendations for future, including necessary changes in the existing Agreement with NPCI.
- j) Perform market scan and suggest measures to improve FASTag adoption and penetration
- k) Suggest measures to handle customer complaint / grievance and propose redressal mechanism
- l) Suggest measures for improvements in service of NH Helpline 1033 and Quality assurance in handling of customer complaints
- m) Prepare project report comprising of the above technical review.

7.3.2. Task 2 - Development of new Business Model for NETC programme

- a) Understand, review, and evaluate the pros & cons of the existing business model of NETC Programme while bringing out the requirement of each stakeholders (NETC/ IHMCL, acquirer & issuer banks, concessionaries, NPCI)
- b) Review the existing business model and existing distribution of programme management fees among Issuer banks, Acquirer banks, CCH provider (NPCI) and IHMCL and suggest new Business Model with a detailed business case and estimated costing
- c) Conduct a consultation workshop with the various stakeholders to assess and deliberate the buy-in of the stakeholders for the proposed business model
- d) Compare different suggested business models and assist NETC stakeholders to finalize the appropriate business model, which fulfils all requirements.
- e) Formulation and finalization of an optimal programme management fees beyond 31st March 2021 and timelines for the new business model
- f) Facilitate the roll-over process to new Business model

7.3.3. Task 3 - Formulate Data Governance Framework for NETC programme based on global standard practices

- a) Review ETC system data transfer, data storage and data maintenance at toll plaza and backend systems, highlight challenges and suggest recommendations.
- b) Review Data Security Aspect of NETC programme and suggest measures for enhancement of overall data security of the entire NETC programme eco-system.
- c) Recommend a holistic framework and protocol for data collection, management, securing, sharing and storing in line with the guidelines of Ministry of Electronics & Information technology, Govt. of India.
- d) Design a roadmap/ detail plan for implementation of suggested recommendations for existing NETC program.
- e) Considering availability of different segment of data, suggest tools for analytical data processing and enabling decision support by Management.

- f) Draft the Data Sharing Agreement for sharing of NETC data with any third party entity(ies).

7.3.4. Task 4 – Way forward FASTag 2.0

- a) Formulate and finalize the approach for different use of FASTag such as: -
- Parking payment
 - Fuel payment
- b) Prepare technical specification document for extending FASTag to parking payments and fuel payments
- c) Formulate business model for parking and fuel payments.
- d) Assist in carrying out Proof of Concept (POC) of different initiatives of IHMCL.
- e) Suggest IHMCL way forward for FASTag i.e. different use cases of FASTag.

7.4. Project Duration

The overall duration of the Consultancy Assignment shall be **6 months**, extendable up to **additional 6 months** at sole discretion of IHMCL and mutual consent.

7.5. Deliverables & Timelines

The Consultant shall submit the following deliverables as per timelines provided as below:

| Deliverable | | Timelines for submission |
|---|--|--|
| Report on Task 1 - Review & carry out Technical Assessment of existing NETC system architecture and suggest improvement | Submission & Presentation on of 1 st Draft Report | T + 4 months |
| | Submission of Final Report & Presentation | Within 1 month of presentation of 1 st Draft Report |
| Report on Task 2 - Development of new Business Model for NETC programme | Submission & Presentation on of 1 st Draft Report | T + 1 month |
| | Submission of Final Report & Presentation | Within 15 days of presentation of 1 st Draft Report |
| Report on Task 3 - Formulate Data Governance Framework for NETC programme based on global standard practices | Submission & Presentation on of 1 st Draft Report | T + 2 months |
| | Submission of Final Report & Presentation | Within 1 month of presentation of 1 st Draft Report |
| Report on Task 4 – Way Forward FASTag 2.0 | Submission & Presentation on of 1 st Draft Report | T + 5 months |

| Deliverable | | Timelines for submission |
|-------------|---|--|
| | Submission of Final Report & Presentation | Within 1 month of presentation of 1 st Draft Report |

T is the date of Acceptance of Letter of Award by the Consultant.

7.6. Payment Milestones

The Payment Milestones shall be as below:

| Deliverable | Amount payable (in Rs.) | Payment Terms |
|---|--------------------------------|--|
| Report on Task 1 - Review & carry out Technical Assessment of existing NETC system architecture and suggest improvement | 50% of (I) in Form 2B | a) 50% of payable amount for the deliverable - On Submission of Final Report b) Remaining 50% of payable amount for the deliverable – Upon approval of the Final Report |
| Report on Task 2 - Development of new Business Model for NETC programme | 20% of (I) in Form 2B | a) 50% of payable amount for the deliverable - On Submission of Final Report b) Remaining 50% of payable amount for the deliverable – Upon approval of the Final Report |
| Report on Task 3 - Formulate Data Governance Framework for NETC programme based on global standard practices | 15% of (I) in Form 2B | a) 100% of payable amount for the deliverable - Upon approval of the Final Report |
| Report on Task 4 – Way Forward FASTag 2.0 | 15% of (I) in Form 2B | a) 100% of payable amount for the deliverable - Upon approval of the Final Report |

7.7. Support to be provided by IHMCL

IHMCL will provide the following support, post the award of the contract to the successful bidder:

1. Provide requisite information and data
2. Provide the information on current NETC architecture
3. The aspirations / expectation of the system which is planned to be procured
4. Any technical infrastructure support

8. Appendix I- Pre-Qualification & Technical Bid Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following forms as provided in subsequent sections.

8.1. Form 1: Bid Covering Letter

(In the letterhead of the Bidder)

To

Chief Operating Officer

Indian Highways Management Co. Ltd. (IHMCL)

2nd Floor, MTNL Building,

Sector 19, Dwarka

New Delhi 110 075

Subject: Request for proposal (RFP) for _____

Ref. No. RFP. No. _____ dated _____ -

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 Bid/Proposal, 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 Bid (s) it will receive.

4. I/We declare that:

- a) We do not have any conflict of interest in accordance with relevant clause and we or the our parent / subsidiary /sister concern company are NOT currently engaged by NHAI for user fee collection, tolling operations or system integrator at any NH Fee plazas across the country as on RFP release date. We further undertake that we shall not take up activities such as user fee collection, tolling operations or system integration at NH fee plazas allocated during the Contract period.
- b) I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for _____, without incurring any liability to the Bidders, in accordance with relevant clause of the RFP Document
- c) We undertake that in case, due to any change in facts or circumstances during the Bidding Process, we become liable to be disqualified in terms of the provisions of disqualification, we shall intimate IHMCL of the same immediately.
- d) We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the contract is not awarded to us or our Proposal is not opened.

- e) We undertake that none of the hardware/software/other component being proposed by us infringes on any patent or intellectual property rights as per the applicable laws.
- f) **I/We have not been declared ineligible** by IHMCL, NHAI or Ministry of Road Transport & Highways, Government of India or any other agency for indulging in corrupt or fraudulent practices. I/We also confirm that I/We have not been *declared as non-performing or debarred* by NHAI or Ministry of Road Transport & Highways, Government of India.
- g) **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.....

8.2. Form 2: Brief Information about the Applicant

(To be prepared on letterhead of the Applicant)

Subject: Selection of _____

1. Bidder Details
 - 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.
 - e) UTR No. of Document Fee
2. Address for correspondence with Telephone/ Fax numbers/ e-mail address:
 - a) Authorized Person with Complete postal address:
 - b) Fixed telephone number
 - c) Mobile number
 - d) E-mail address
 - e) Official Bank (for returning EMD)
 - f) Bank Account Name, Number, IFSC Code (for returning EMD)
3. Name of the Statutory Auditor certifying the documents along with his/ her Membership number, if applicable:
4. Applicant details

| Required Info | Documentary Evidence Attached (Yes/No, along with page no.) |
|--|--|
| Field of business | |
| Registration Status | |
| Qualifying Projects – value, client, key features | (Summary of projects to be submitted for each Technical Evaluation criteria) |
| Average Turnover | |
| Is Bidder debarred by any Government entity (Yes/No) | |

5. Financial details/projects meeting the qualifying criteria

Name

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

8.3. Form 3: Bank Guarantee for Earnest Money Deposit (EMD)

B.G. No. Dated:

To,
Chief Operating Officer,
Indian Highways Management Company Ltd (IHMCL)
2nd Floor, MTNL Building,
Sector-19, Dwarka,
New Delhi – 110075

1. WHEREAS M/s..... (a company registered under the Companies Act, 2013) and having its registered office at) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns) desires to submit bids for "<RFP Name>" against IHMCL's RFP No. _____

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

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

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

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

6. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding

Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set-forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

7. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days after the Bid Due Date. The claim period shall be 60 (sixty) days thereafter or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

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

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

10. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

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

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

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

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

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

16. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR (Rupees). The Bank shall be liable to pay the said amount or any part thereof only if.

the Authority serves a written claim on the Bank in accordance with relevant paragraph hereof, on or before (indicate date falling 180+60 days after the Bid Due Date).

(Signature of the Authorized Signatory)

(Official Seal)

Name:

Date :

Designation:

Employee Code Number:

Telephone Number:

| |
|-----------------------------------|
| Name of issuing bank branch _____ |
| Address _____ |
| Telephone number _____ |
| E-mail: _____ |

| |
|--|
| Name of bank branch at New Delhi _____ |
| Address _____ |
| Telephone number _____ |
| E-mail: _____ |

| |
|---------------------------------------|
| Name of controlling bank branch _____ |
| Address _____ |
| Telephone number _____ |
| E-mail: _____ |

IHMCL bank account details for SFMS package is mentioned as below: -

A/c Holder Name = Indian Highways Management Company Limited

Bank Name = Canara Bank

A/c No. = 8598201006217

IFSC = CNRB0008598

Branch = Delhi NHAI Dwarka Branch New Delhi-110075

8.5. Form 5: Power of Attorney/Letter of Authorization

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 RFP Name -----, 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 PURSUANT TO THE RESOLUTION DATED OF THE BOARD OF DIRECTORS IN THAT BEHALF CAUSED ITS COMMON SEAL, 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.

8.6. Form 6: Summary of Project Experience Submitted by Bidder

RFP Reference –

Name of Bidder - _____

| Sl. No. | Name of Project | Client Name | Contract Value of Project (in Rs. Cr) | Start Date of Work | Completion Date of Work | Status (Completed/Ongoing) | Reference for Documentary Evidence to the Technical Proposal/Bid Submitted (Page no., Document name) |
|-------------------|-----------------|-------------|---------------------------------------|--------------------|-------------------------|----------------------------|--|
| For Experience PQ | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| For Experience | | | | | | | |
| | | | | | | | |
| | | | | | | | |

8.7. Form 7: Format for Submission of Performance Bank Guarantee

To,
Chief Operating Officer,
Indian Highways Management Company Ltd
2nd Floor, MTNL Building,
Sector-19, Dwarka,
New Delhi – 110075, India

WHEREAS _____ [Name and address of Agency] (hereinafter called “the Consultant”) 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** _____” (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 Consultant such a Bank Guarantee:
3. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant 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 Consultant before presenting us with the demand.
5. We further agree that no change or addition to or other modification of the terms of the Consultant or of the works to be performed there under or of any of the Contract documents which may be made between you and the Consultant 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 Consultant(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 Consultant(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 Consultant 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.

8.8. Form 8: Proposed Approach & Methodology

Approach and Methodology divided into the following sections:

- a) Understanding of the project
- b) Potential initiatives given the priorities
- c) Technical Approach and Methodology

Bidder should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. Bidder should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach

8.9. Form 9: Proposed Work Schedule & Project Plan

In this section the Bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Purchaser), and delivery dates of the reports.

The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports to be delivered as final output, should be included here.

The above should be substantiated with the project plan, as per the following template. The project plan should be consistent with the Work Schedule

| No. | Activity1 | Dependenc y | Calendar Months | | | | | | | | | | | | |
|-----|-----------|----------------|-----------------|---|---|---|---|---|---|---|---|----|----|----|---|
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n |
| 1 | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| N | | | | | | | | | | | | | | | |

- Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- Duration of activities shall be indicated in the form of a bar chart.

8.10. Form 10: Deviations/Assumptions

This section should contain any assumption on areas which have not been provided in the RFP OR any changes to the existing provisions of the RFP

A - On the Terms of Reference < Suggest and justify here any modifications or improvement to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal>

B – Any other areas

8.11. Form 11-Team Composition and their Availability

Organization and Staffing. In this chapter the Bidder should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical staff.

Form 9.1: Team composition and Key Tasks

| Name of Staff with Qualification and Experience | Area of Expertise | Position Assigned | Task Assigned | Time Committed for the Engagement |
|---|-------------------|-------------------|---------------|-----------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

8.12. Form 12: Curriculum Vitae (CV) of Key Personnel

| | | | | |
|-----|---|---|--------------------------------|-----------------|
| 1. | Proposed position | | | |
| 2. | Name of firm | | | |
| 3. | Name of staff | [First] [Middle] [Surname] | | |
| 4. | Date of birth | [] | | |
| 5. | Nationality | | | |
| 6. | Education | [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree] | | |
| | Name of Institution | Degree(s) / Diploma(s) obtained | Year | |
| | | | | |
| | | | | |
| | | | | |
| 7. | Membership of Professional Organizations | | | |
| 8. | Training & Publications | [Indicate significant training since education degrees (under 5) were obtained] | | |
| 9. | Countries of Work Experience | List countries where staff has worked in the last 10 years) | | |
| 10. | Languages | Language | Proficiency (Good/ Fair/ Poor) | |
| | | | Speaking | Reading Writing |
| | | English | | |
| | | | | |
| | | | | |
| 11. | Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation] | Name of Organization | Position held | Duration |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| 12. | Details of tasks assigned | | | |
| 13. | Work Undertaken that Best Illustrates Capability to | [Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the | | |

| | | |
|-----|---|---|
| | Assigned Handle the Tasks Assigned | tasks assigned] |
| | <p>Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed:</p> <p>Name of assignment or project: Year: Location: Client: Project Cost: Main project features: Positions held: Activities performed:</p> | |
| 14. | <p>Certification</p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.</p> | |
| | <p>Signature Date: [dd/mm/yyyy] Name of staff member:</p> | <p>Signature Date: [dd/mm/yyyy] Name of Authorized Signatory:</p> |

8.13. Form 13: Deployment of Personnel

| No | Name of Staff | Deliverables Involved | Staff input in Months (in the form of a bar chart) ² | | | | | | | | | | | | | Total Staff man-Months Proposed | |
|----|---------------|-----------------------|---|---|---|---|---|---|---|---|---|-------|----|----|---|---------------------------------|--|
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | N | Total | |
| 1 | | | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | | | |
| N | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | Total | | | | | |

- a. Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category
- a. Months are counted from the start of the assignment.

8.14. Form 14: Format for Self -Certificate of Relevant Experience by bidder

(i) Self-Certificate for Project Experience

Name of Bidder - _____

| | |
|--|------------------------|
| Relevant project experience – (Bidder to specify the relevant clause for project experience to be considered.) For ex. S.No. 6 or 7 of Clause 4.3 - Eligibility/Pre-Qualification Criteria or S.No. 2.1 to 2.3 of clause 5.2.3. Technical Qualification Criteria. | |
| General Information | |
| Name of the project | |
| Client for which the project was executed | |
| Name and contact details of the client | |
| Project Details | |
| Description of the project | |
| Project Start Date | |
| Project End Date | |
| Project Status | (Completed or Ongoing) |
| Scope of services | |
| Total project cost (in Rs.) excluding taxes as applicable | |

(ii) Summary of Project Experience by Bidder

Name of Bidder - _____

| Sl. No. | Name of Project | Client Name | Contract Value of Project (in Rs. Cr) | Start Date of Work | Completion Date of Work | Status (Completed/Ongoing) | Reference for Documentary Evidence to the Technical Proposal/Bid Submitted (Page no., Document name) |
|----------------------|-----------------|-------------|---------------------------------------|--------------------|-------------------------|----------------------------|--|
| For Experience in PQ | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| For Experience PQ – | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| For Experience TQ – | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| For Experience TQ - | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| For Experience TQ – | | | | | | | |
| | | | | | | | |
| | | | | | | | |

*PQ – Eligibility/Pre-Qualification Criteria, TQ – Technical Qualification Criteria

9. **Appendix II :Financial Proposal**

The bidders are expected to respond to the RFP using the forms given in this section for Financial Proposal.

Form 1: Covering Letter - Deleted

Form 2: Financial Bid

9.1. Form 1: Covering Letter

(Deleted)

9.2. Financial/Commercial Bid Format

9.2.1. Form 2A : Summary of Costs

| S. No. | Particulars | Amount (in Rs.) |
|--------|--|-----------------|
| A | Total Amount of Financial Proposal - (A) (refer Form 2B) | |
| B | Out of Pocket Expenses - (B) (refer Form 2D) | |
| C | Miscellaneous Expenses - (C) (refer Form 2E) | |
| D | GST as applicable (Applicable rate * (A+B+C)) | |
| | Total (A+B+C), excluding GST | |

9.2.2. Form 2B: Breakdown of Price

| S. No. | Particulars | Qty | Unit Rate (in Rs.) | Amount (in Rs.) |
|--------|--|-----|--------------------|-----------------|
| 1 | Deliverable Task 1, 2, 3 and 4 - (I) | NA | NA | |
| | Total (Should be equal to "A" in Form 2 A) | | | |

9.2.3. Form 2C: Breakdown of Remuneration (man month rate)

| S. No. | Name of Resource | Position | Deliverables Involved | Unit Cost (per man month rate) | Total Man-month required / Total Remuneration | Amount (in Rs.) |
|--------|---|----------|-----------------------|--------------------------------|---|-----------------|
| 1 | <Bidder to put all the resources as mentioned in section 5.2.4> | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| .. | | | | | | |
| .. | | | | | | |
| | Total (Should be equal to (I) SI # 1 in Form 2B) | | | | | |

9.2.4. Form 2D: Estimate of Out of Pocket Expenses

| S. No. | Description | Unit | Quantity | Unit Price (in Rs.) | Amount (in Rs.) |
|--|-------------|------|----------|---------------------|-----------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| ... | | | | | |
| Total (Should be equal to "B" in Form 2 A) | | | | | |

9.2.5. Form 2E: Miscellaneous Expenses

| S. No. | Description | Unit | Quantity | Unit Price (in Rs.) | Amount (in Rs.) |
|--|-------------------------------|------|----------|---------------------|-----------------|
| 1 | < Any others, please specify> | | | | |
| 2 | | | | | |
| 3 | | | | | |
| ... | | | | | |
| Total (Should be equal to "C" in Form 2 A) | | | | | |

10. **Appendix IV – Conditions of Contract**

CONTRACT AGREEMENT

This Agreement (hereinafter called the “Agreement”) is made on this XX day of the month of XXX, 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 “IHMCL”), which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the FIRST PART.

AND

_____ a company incorporated under the provisions of the Companies Act, 1956/2013 and having its registered office _____ (hereinafter referred to as the “.....”

(hereinafter collectively referred to as “**Consultant/Consultant**” which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the OTHER PART

WHEREAS

- (A) IHMCL is a company incorporated under the Companies Act, 1956 with equity participation from NHAI, concessionaires and financial institutions for implementation of Electronic Toll Collection and other Intelligent Transportation System and allied works in road transport sector in India.
- (B) In this regard, IHMCL had invited bids (hereinafter referred to as the RFP NAME or “**RFP**”) for RFP NAME (hereinafter referred to as the “**Services**”).
- (C) The Consultant, in the ordinary course of its business, is engaged in providing similar services to their clients, and had represented to IHMCL through their bid against the RFP (hereinafter called the “**Bid**”) that they have the required professional skills, personnel and technical resources to undertake the Project;
- (D) After evaluation of the bids received, IHMCL had accepted the Bid of the Consultant and issued its Letter of Award No. _____ dated _____, (hereinafter called the “**LOA**”) to the selected bidder requiring, *inter alia*, to convey its acceptance to the LOA.
- (E) By its letter dated _____ the Consultant has conveyed its acceptance of the LOA to IHMCL including the obligation to enter into this Agreement pursuant to the LOA.
- (F) The Consultant, in accordance with the terms of the LOA and Clause ____ of the RFP, has also submitted the Performance Security in the form of Bank Guarantee, _____ dated _____ of _____ (Rupees _____) drawn on _____, as per prescribed format.

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

1. The mutual rights and obligations of the Contractor and IHMCL shall be as set forth in this Contract Agreement, in particular:
 - (a) The Contractor shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) IHMCL shall make payments to the Contractor in accordance with the provisions of the Contract.
2. The following schedules/ appendices shall be deemed to form and be read and construed as part of this Contract Agreement viz.

- | | |
|-----------------|--|
| (a) Schedule A: | Conditions of Contract |
| (b) Schedule B: | Terms of Reference (TOR) and Payment Terms |
| (c) Appendices: | |
| Appendix A | Copy of Financial Bid of the Contractor |
| Appendix B | Letter of Award issued by IHMCL. |
| Appendix C | Letter of Acceptance submitted by the Contractor |
| Appendix D | Copy of the Performance Security submitted by the Contractor including copies of confirmation provided by the respective bank. |
| Appendix E | Copy of the Technical Bid and/or any subsequent correspondence of the Contractor/ IHMCL |
| Appendix F | Copy of RFP Document and subsequent amendment / addendum including Minutes of Pre-bid Meeting, if any |

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

FOR AND ON BEHALF OF
Indian Highways Management Company
Ltd.
(Authorized Representative)

Name : _____
Designation _____
Indian Highways Management Company
Ltd. G-5&6, Sector-10 Dwarka New Delhi –
110 075

FOR AND ON BEHALF OF
M/s _____
(Authorized Representative)

Name : _____
Designation : _____
M/s _____
Address : _____

In the presence of following witnesses:

Name: _____
Designation: _____
Indian Highways Management Company
Ltd.
G-5&6, Sector-10 Dwarka New Delhi – 110
075

Name : _____
Designation: _____
M/s _____
Address : _____

Name : _____
Designation _____
Indian Highways Management Company
Ltd.
G-5&6, Sector-10 Dwarka New Delhi – 110
075

Name : _____
Designation : _____
M/s _____
Address : _____

10.1. Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of IHMCL shall be final and binding.

10.2. Relationship between the Parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between IHMCL and the Consultant. The Consultant subject to this contract for selection has complete charge of its personnel in performing the services under the Project from time to time. The Consultant shall be fully responsible for the services performed by it or any of its personnel on behalf of the Consultant hereunder.

10.3. Standards of Performance

The Consultant shall perform the services and carry out its obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Consultant shall always act in respect of any matter relating to this contract as faithful advisor to the IHMCL. The Consultant shall always support and safeguard the legitimate interests of the IHMCL, in any dealings with the third party. The Consultant shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Consultant shall conform to the standards laid down in the RFP in totality.

10.4. Consultant's Downstream Business Interest

The Consultant shall not be eligible to bid for the activities relating to the implementation of this project. Further, the consultant shall give a declaration that they do not have any interest in downstream business, which may ensue from the RFP prepared through this assignment.

10.5. Consultant Personnel

- 10.5.1. Bidders would deploy on-site team consisting of members / consultants as proposed in the bid. No separate/ additional payment shall be made for any type of off-site deployment.
- 10.5.2. The Consultant shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the project. It is desirable from the Consultant to deploy the domain/ subject specialists, from time to time, who have adequate experience in the domain related with the project.
- 10.5.3. Each member of the team must be a full- time employee of the bidder, either on its payroll or as retainer/contract.
- 10.5.4. The team shall be deployed on an exclusive basis; no resource deployed under this project will work on any other engagement during Contract Period and a declaration for the same to be provided.

- 10.5.5. In addition to the minimum manpower & manpower profiles asked for, Consultant may take any kind of specialized/ expert advice/resources, at his own cost, during the currency of the project to meet the project deliverable/ Timelines.
- 10.5.6. The successful bidder shall ensure confidentiality of the information/data provided by IHMCL/NHAI and shall not share any data with any external 3rd party without explicit written approval of IHMCL.
- 10.6. Working Hours / Days
- 10.6.1. When engaged, the consultant will keep to the normal working schedule of IHMCL/NHAI. However, IHMCL will have the right to decide the working schedule of the resources deployed keeping in view the exigencies of the work.
- 10.6.2. The daily attendance of consultant on-site resources will be marked in the register maintained by IHMCL at its premises or as advised by IHMCL.
- 10.7. Reporting
- 10.7.1. Consultant shall submit a fortnightly/weekly report update regarding the status updates of deliverables, as required by IHMCL.
- 10.7.2. Consultant shall maintain complete record for any delay along with clearly mentioned reasons for each delay in any milestone. Any delay shall be reported to the IHMCL within the timelines of concerned milestone duly in writing along with documentary proof immediately.
- 10.8. Outsourcing
- 10.8.1. Consultant shall not generally outsource any work related to the project or the part thereof to any other associated/franchisee/third party. However, in case of any skill gap in requisite niche area such as electronic tolling, etc. within the organization, the bidder can go in for Sub-Contracting to out-source **maximum one resource from the key resources (section 5.2.4 (a)) and maximum 3 resources from Other resource requirement (section 5.2.4 (c))** to bridge the gap as per provisions in this RFP. In case of any outsourcing or sub-contracting of key resources, the Bidder shall clearly mention the out-sourced resources in their Proposal along with the CVs.
- 10.8.2. If the Consultant outsources any resources without prior approval from IHMCL, then IHMCL shall impose penalty as deemed fit. This may also lead to termination of contract along with forfeiture of PBG.
- 10.8.3. However, Consultant may be allowed to outsource only geographical survey related work only after award of contract.
- 10.9. Applicable Law
- 10.9.1. Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Delhi.
- 10.10. Intellectual Property Rights

No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify IHMCL from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, IHMCL shall be defended in the defence of such proceedings.

10.11. Governing Language

The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

10.12. Penalty

10.12.1. Deliverable Timelines:

Consultants need to adhere the deliverable timelines as specified in contract / any related document failing which penalties shall be levied as below:

| Sr. No. | Parameter | Penalty |
|---------|---|--|
| 1 | Delay in deliverables | 1% of the consultancy fees payable for the deliverable for each week delay |
| 2 | Replacement of Key Personnel during Contract period for any reasons other those mentioned in Clause 10.12.3 | <ul style="list-style-type: none">Rs. 1,00,000/- per replacementRs. 3,00,000/- per replacement if the Key Personnel is one of those being evaluated in Technical Evaluation stage |

10.12.2. If the delay in any of above deliverable is beyond 10 weeks, then IHMCL reserves the right to terminate the Contract and forfeit the PBG. Further, IHMCL shall be free to get the work done from some other source at the risk and costs of the Consultant. The Consultant may be debarred for applying in future project consultancy assignments with IHMCL.

10.12.3. The substitution of Key Personnel at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to resignation, death or medical incapacity. In such case, the Consultant shall offer a substitute Key Personnel within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

10.12.4. Any replaced / substituted must qualify the RFP criteria and shall be approved/evaluated by the IHMCL. The required documents for evaluation must be provided to the IHMCL as

per standard format of technical bid. IHMCL may ask for extra documentation for support wherever required.

10.12.5. All above penalties shall be levied on the consultant for any failure happened on consultant part in any of the agreed Timelines/ SLAs/ Terms & Condition. However, in any case, the total penalty value shall not be greater than 15% of the total contract value.

10.13. Payment Terms

10.13.1. Milestone based payment will be made as per the schedule defined in Clause 7.6 Payment Milestone.

10.14. Taxes and Duties

10.14.1. All taxes, duties and any statutory levies etc. payable by the Consultant during the contract tenure shall be the sole responsibility of the Consultant.

10.14.2. All taxes, duties and statutory levies payable to the Consultant shall be paid as per prevailing rates.

10.15. Termination of Contract

Following reasons shall lead to the termination of contract:

10.15.1. Failure of the successful bidder to accept the contract and furnish the Performance Bank Guarantee within specified time period

10.15.2. The term of Contract expires

10.15.3. Termination of Contract by the IHMCL due to non-adherence of contract/RFP terms and conditions

10.16. Termination for Insolvency, Dissolution etc

10.16.1. IHMCL may at any time terminate the Contract by giving written notice to the Consultant, if the Consultant becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without compensation to the Consultant, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to IHMCL.

10.17. Termination for Convenience

10.17.1. IHMCL reserves the right to terminate, by prior written notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for IHMCL's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

10.18. Force Majeure

10.18.1. The Consultant shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

10.18.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Consultant and not involving the Consultant's fault or negligence, and not foreseeable.

Such events may include, but are not restricted to, acts of IHMCL in their sovereign capacity, wars or revolutions, riot or commotion, earthquake, fires, floods, epidemics, and quarantine restrictions.

- 10.18.3. If a Force Majeure situation arises, the Consultant shall promptly notify IHMCL in writing of such condition and the cause thereof. Unless otherwise directed by IHMCL in writing, the Consultant shall continue to perform its 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.

10.19. Resolution of Disputes

If any dispute arises between parties, then these would be resolved in following ways:

10.19.1. Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then the second Sub_clause of resolution of disputes shall become applicable.

10.19.2. Arbitration

Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed the provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or reenactments thereof. The Arbitration proceedings will be held at Delhi, India."

10.20. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Delhi only.

10.21. Indemnity

- 10.21.1. Subject to Clause 10.21.2 below, Consultant (the "Indemnifying Party") undertakes to indemnify IHMCL (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the

Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d) Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) *procure the right for Indemnified Party to continue using it*, (ii) *replace it with a non-infringing equivalent*, (iii) *modify it to make it noninfringing*. *The foregoing remedies constitute Indemnified Party's sole and exclusive remedies and Indemnifying Party's entire liability with respect to infringement.*

- 10.21.2. The indemnities set out in Clause 10.21.1 shall be subject to the following conditions:
- 10.21.3. the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- 10.21.4. the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- 10.21.5. if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- 10.21.6. the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- 10.21.7. all settlements of claims subject to indemnification under this Clause will:
- 10.21.7.1.1. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
- 10.21.7.1.2. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

10.21.8. the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

10.21.9. the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;

10.21.10. in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

10.21.11. if a Party makes a claim under the indemnity set out under Clause 10.21 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

10.22. Liability

10.22.1. The liability of Consultant (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Contract Value. The liability cap given under this Clause 10.22.1 shall not be applicable to the indemnification obligations set out in Clause 10.21.

10.22.2. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.

10.22.3. The allocations of liability in this clause 10.22 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.