# Request for proposal (RFP) for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System (PCMS)

Tender Ref No. : IHMCL/PCMS/2021/01

Date : 12 April 2021

INDIAN HIGHWAYS MANAGEMENT COMPANY LTD.

(a company promoted by NHAI)



#### **DISCLAIMER**

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

This RFP is not an agreement and is neither an offer nor invitation by IHMCL to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFP (the "Application"). This RFP includes statements, which reflect various assumptions and assessments arrived at by IHMCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for IHMCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

IHMCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the Bidding Process.

IHMCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

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

The issue of this RFP does not imply that IHMCL is bound to select and short-list one of the Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and IHMCL reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses

associated with any demonstrations or presentations which may be required by IHMCL or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and IHMCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

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### 1. NOTICE INVITING TENDER

1. Bids are invited for the below mentioned work by Indian Highways Management Company Limited (IHMCL):

Name of the Work	EMD/ Bid Security	Document Fee (non-refundable)	Closing date and time for Online bid Submission
Request for proposal (RFP) for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System (PCMS)	INR 21,00,000/- (Rupees Twenty One Lakh Only)	INR 10,000/- (Rupees Ten Thousand Only)	See Key Dates

- 2. 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.
- 3. 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.

Address for communication:

Chief Operating Officer,

Indian Highways Management Company Limited (IHMCL)

G - 5 & 6 Sector -10 Dwarka

New Delhi 110 075

Phone: +91-11- 20427810; Email: tenders@ihmcl.com Website: www.ihmcl.co.in

#### 2. DEFINITIONS AND ABBREVIATIONS

#### 2.1. **Definition**

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

- i. "Applicable Law" means the laws, rules or regulations and any other instruments, having the force of law in Republic of India, as in force from time to time.
- ii. "Authorized Representative" means any person/agency authorized by IHMCL.
- iii. "Applicant" or "Bidder" means, an entity/company which participates in the Bid process and submits its proposal/bid pursuant to this RFP.
- iv. "Commencement date" means the date upon which the Successful bidder receives the notice to commence the work issued by IHMCL.
- v. "Contract" shall mean & include RFP, Notice for Inviting Tender (NIT), the tender documents and letter of acceptance thereof and the formal agreement, to be executed between IHMCL and the Successful bidder together with the complete documents referred to therein including the conditions with appendices and any special conditions, the specifications, designs, drawings, bill of quantities with rates and amounts. All these documents taken together shall be deemed to form one Contract and shall be complementary to each other.
- vi. "ETC" means Electronic Toll Collection
- vii. "NHAI' means National Highways Authority of India
- viii. "IHMCL" means Indian Highways Management Company Limited.
- ix. "Law" or "Legislation" shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India or State Government or regulatory authority.
- x. "Letter of Award (LOA)" means the issue of a signed letter by IHMCL to Successful Bidder conveying its intention to accept the offer of Successful Bidder and awarding the work mentioning the total Contract Value.
- xi. "Local Currency" means the Indian Rupees.
- xii. "MoRTH" means Ministry of Road Transport and Highways.
- xiii. "Party" shall mean IHMCL or Bidder individually and "Parties" shall mean IHMCL and Bidder collectively.
- xiv. **"Personnel"** means persons hired by the Successful bidder as employees and assigned to the performance of the Services or any part thereof.
- xv. **Purchaser" or "Authority"** means Indian Highways Management Company Limited (IHMCL), as applicable.
- xvi. "RFID" means Radio Frequency Identification.

- xvii. "RFP" shall mean this Request for Proposal dated [.] April 2021, including the written clarifications & Corrigendum/Addendum issued by IHMCL in respect of the RFP from time to time.
- xviii. "Services" means requirements defined in this RFP including all additional services associated thereto to be delivered by the Successful Bidder.
- xix. "Successful Bidder" means the Service Provider, who, after the complete evaluation process, has been issued the Letter of Award by IHMCL.

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

### 2.2. Abbreviations

ASB : Amber Siren Beacon

ALB : Automatic Lane Exit Barrier

AVC : Automatic Vehicle Classifier

CCTV : Closed Circuit Television

CLSD : Canopy Lane Status Display

CSC : Contactless Smart Card

CSCRW : Contactless Smart Card Reader/Writer

DDR : Dual Data Rate

NVR : Network Video Recorder

ECC : Error Correcting Code

ETC : Electronic Toll Collection

FSW : Emergency Footswitch

GBIC : Gigabit Interface Converter

HP&MC : High Personage & Military Convoy

IHMCL : Indian Highways Management Company Limited

ISCU : Intercom Slave Communication Unit

ITB : Instructions to Bidders

IUID : Integrated User Information display

LC : Lane Computer-Industrial PC

LGD : Load Gauge Detector

LoA : Letter of Award

LSDU : Lane Status Display Unit
MBC : Manual Booth Controller

MCBF : Mean Cycle Between Failures

MCU : Master Communication UnitMLB : Manual Lane Entry BarrierMTBF : Mean Time Between Failures

MTTR : Mean Time to Repair

NHAI : National Highways Authority of India

OHLS : Over Head Lane Sign
PDB : Power Distribution Board

POS : Point of Sales

RAID : Redundant Array of Inexpensive Disks

RFID : Radio Frequency Identification

RFP : Request for Proposal

RPR : Receipt Printer

SFTP : Secure File Transfer Protocol

Staff Id: Staff Identification

T&G : Touch & Go

FCC : FES Control Centre

TCD : Toll Collector Display

TCK : Toll Collector Keyboard

TCT : Toll Collector's Terminal

TL: Traffic Light

TLC : Toll Lane Controller

TOD : Tour of Duty

UPS : Uninterrupted Power Supply

#### 3. INSTRUCTIONS TO BIDDERS

### 3.1. Scope of Bid

- 3.1.1. IHMCL invites proposals/bids from eligible entities having the requisite technical and financial capabilities.
- 3.1.2. 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.
- 3.1.3. Terms used in this RFP Document which have not been defined herein shall have the meaning recognized thereto in the draft Contract Conditions.
- 3.1.4. 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.
- 3.1.5. 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.
- 3.1.6. 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.
- 3.1.7. 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.
- 3.1.8. Conditional or incomplete proposals are liable to be treated as non-responsive and, therefore may be rejected at the sole discretion of IHMCL.

### 3.2. Eligibility/Pre-Qualification criteria

3.2.1. 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:

SI#	Requirement Parameter	Eligibility Conditions/Conditions	Supporting Document to be provided	
1.	Legal Entity	Bidder, including any member of a Consortium must be incorporated:  In India under the Companies Acts of 1956 or 2013 or the Limited Liability Partnerships Act, 2008.  Outside India, any analogous law of the country in which the entity is incorporated, so long as such entity is a 'body corporate', i.e. where the entity is legally separate from its constituents.  In case of a consortium, the following norms must apply:  The maximum number of members in the Consortium shall not exceed two;  The lead member has to be incorporated under an Indian law (as indicated above); such lead member must be jointly nominated by either member  all members in the Consortium shall be jointly and severally liable;  A member of a Consortium cannot apply separately as part of another bid, individually or part of another Consortium.	<ul> <li>Copy of Certificate of Incorporation / Registration under Companies Act, 1956 or 2013, Limited Liability Partnership Act, 2008 or any equivalent foreign act – in which case the statutory document indicating the incorporation/ recognition of the body corporate must be provided.</li> <li>Power of Attorney for Lead Member of Consortium as per the format enclosed at Annexure 5. Letter of Authorization as per Annexure 6</li> <li>GST Registration Certificate (in case of foreign entity, an undertaking on GST registration, as applicable – as per which the foreign entity must acquire a GST registration in India within 30 days after receiving an intent of award of work)</li> </ul>	
2.	Annual Turnover	The bidder including one that is leading a consortium should have an average annual turnover of minimum Indian Rupees 10 (Ten)  Crore during any three consecutive financial years between 01 April 2017 through 31 March 2021 (the specified period).  For the purpose of this criterion, annual turnover of only the bidding entity will be considered. Annual turnover of any parent, subsidiary, associated or other related entity will not be considered.	<ul> <li>Certificate from the Statutory         Auditor/CA clearly specifying the         annual turnover for the specified         period in Annexure 4         And</li> <li>Audited and certified copies of         Balance Sheet and profit &amp; loss         statement of the specified period.</li> </ul>	

SI#	Requirement Parameter	Eligibility Conditions/Conditions	Supporting Document to be provided
3.	Net worth	The bidder including one that is leading a consortium as well as all members of the consortium must have positive Net worth in Indian Rupees as on 31 March, 2020.  For the purpose of this RFP, net worth (the "Net Worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.  For the purpose of this criterion, net-worth of only	Certificate from the statutory auditor/CA clearly specifying the net worth of the firm as on 31 March 2020.  As per format provided in Annexure 4.
		the bidding entity will be considered. Net-Worth of any parent, subsidiary, associated or other related entity will not be considered.	
4.	Relevant Experience	The Bidder including any member of the Consortium individually or combined (in case of Consortium) should have been successfully awarded and implemented at least one project that involves the following nature/ type of work:  (i) Usage of Satellite based Maps or similar mapping API (e.g. Google Maps, OpenStreet Maps, Bhuvan etc.) to determine traffic congestion using data from mobile devices; and/or  (ii) Usage of video analytics in order to detect, monitor, analyze and report vehicular congestion using video feeds at intersections, toll plazas etc. and/or  Such project(s) should have been done for any public authority or any agency duly authorized/ provided a concession by a public authority, whether in India or any other country.  The project(s) should have been either completed or ongoing. For an ongoing project the completion certificate by Client should specify the value of the work completed.	For Sole Bidder or any Member(s) in case of a Consortium  a) Work order/ Contract clearly highlighting the relevant scope of work, and contract value, year of execution.  AND  b) Completion Certificate issued & signed by the competent authority of the client on the entity's letterhead  IHMCL reserves the right to contact the afore-mentioned competent authority.  Note: In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful execution and in-operation status of a part of the order meeting the requirement. The format of the self-certificate is provided in RFP at Annexure 8.

SI#	SI # Requirement Parameter Eligibility Conditions/Conditions		Supporting Document to be provided
		It is clarified that for any ongoing project the contract value as above shall mean the value of the work completed as on the bid due date. The completion certificate issued by the Client shall clearly mention the value of work completed.	
5.	Undertaking of No- blacklisting/ debarment	The Bidder should not have been black listed by any State / Central Government Department or Central /State PSUs as on Bid Due Date.	Affidavit certifying non-blacklisting as per format given in Annexure 9

### 3.2.2. Additional Requirements for Bid/Proposal Submitted by a Consortium

The MoU between Consortium members should, inter alia,

- i. clearly outline the proposed roles and responsibilities of each member of the Consortium;
- ii. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the Project in accordance with the terms of the Concession Agreement; and
- iii. clearly refer to the Project for which the arrangement is made.

A copy of the MoU signed by all members should be submitted with the Proposal. The MoU entered into between the members of the Consortium should be specific to the Project and should contain the above requirements, failing which the Proposal shall be considered non-responsive and liable for disqualification.

### **Lead Member of the Consortium**

- i. If awarded, each member of the Consortium shall be responsible for its respective role/expertise during project execution, and it would be deem to have acknowledged that it was selected on the basis of the technical/financial capacity considered during the bidding phase. IHMCL may debar/blacklist all the members of the Consortium or any member of the Consortium if any of the members fail to carry out any obligation under the Contract.
- ii. The lead member should be liable for the entire scope of work and risks involved thereof (the liability should be for the entire value of the contract).
- iii. The lead member shall be sole interaction point for IHMCL, and shall be represent the Consortium in all project-related meeting, correspondences, etc.
- iv. The non-lead member should be liable for the scope of work for which they are responsible along with the lead bidder; while the lead member still carries the liability for the entire scope of work.
- v. Any change in the consortium member at a later date shall not be allowed.

### 3.2.3. Minimum Shareholding Obligation

- a) By submitting the Bid, each members of the Consortium shall be deemed to have acknowledged that it was short-listed on the basis of the technical and financial capacity of the Consortium Members. The lead member should be liable for the entire scope of work and risks involved thereof. The non-lead bidders shall be liable for the scope of work for which they are responsible along with the lead bidder, while the lead bidder still carries the liability for the entire scope of work.
- b) The Bidder Consortium and each of the Consortium members shall further by submitting the Proposal be deemed to have acknowledged and undertaken that any breach of the shareholding obligation shall, notwithstanding anything to the contrary contained in the Contract Agreement, be deemed to be a breach of the Contract Agreement and dealt with as such thereunder.
- 3.2.4. The MoU signed by all members should be submitted with the Proposal. The MoU should be specific to the Project and should contain the above requirements, failing which the Proposal shall be considered non-responsive.

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- 3.2.5. For the purpose of this RFP, the net worth ("Net Worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
- 3.2.6. The bidder can use the experience of a company which controls, is controlled by, or is under the common control with such bidder. The 'control' means the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such bidder, as on the Bid Due Date. In such case, the bidder shall submit the following documents:
  - i. A certificate from the bidder's statutory auditor/ chartered accountant certifying the relationship between the bidder and the company whose experience is being shown along with the percent of voting shares under common control.
  - ii. A letter of support, in form of undertaking, from the company whose experience is being shown as relevant experience that it will provide necessary technical and financial support to the Bidder in implementation of the project
- 3.2.7. 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.
- 3.2.8. The Bidders must provide all supporting documents specified above in support of each eligibility requirement in line with the criteria stipulated in Clause 3.2 Only those Bidders who meet all the above pre-qualification criteria shall be considered for further evaluation of their Technical Proposals.
- 3.2.9. No applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.
- 3.2.10. The following conditions shall be adhered to while submitting an Application:
  - a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
  - Information supplied by an Applicant must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms;

3.2.11. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

### 3.3. Change in composition of the Consortium

- 3.3.1. Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by IHMCL during the Bid Stage, only where:
  - a) the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date:
  - b) the Lead Member continues to be the Lead Member of the Consortium:
  - the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who
    is sought to be substituted and the modified Consortium shall continue to meet the short-listing
    criteria for Applicants; and
  - d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.
- 3.3.2. Approval for change in the composition of a Consortium shall be at the sole discretion of IHMCL and must be approved by IHMCL in writing.
- 3.3.3. The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Bid Due Date.
- 3.3.4. Notwithstanding anything to the contrary contained in clause 3.2, a Bidder may, within 10 (ten) days after the Bid Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

#### 3.4. Number of Applications and costs thereof

- 3.4.1. No Applicant shall submit more than one Application for the Project.
- 3.4.2. The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. IHMCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

### 3.5. Power of Attorney

3.5.1. The Bidder should submit a notarized Power of Attorney in the format provided at Annexure 5 and Annexure 6 or Letter of Authorization for authorizing the signatory of the Bid to sign the Bid and all related documents. It is clarified that Bidders may submit equivalent documents (for example, delegation of power, board resolution copy), in lieu of this document, as applicable.

#### 3.6. Content of RFP

- 3.6.1. The RFP should be read in conjunction with any addenda or clarifications issued subsequent to publication of RFP.
- 3.6.2. Bidders are advised to study the RFP carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the RFP with full understanding of its implications. Bids not complying with all the stipulations and requirements as set forth in this RFP are liable to be rejected at the sole discretion of IHMCL. Failure to furnish all information required in the RFP or submission of a bid not substantially responsive to the RFP in all respects will be at the Bidder's risk and may result in the rejection of the bid.

#### 3.7. Site visit and verification of information

- 3.7.1. Applicants are encouraged to submit their respective Bid/Applications after visiting the Project site and ascertaining for themselves the site/fee plaza conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. The costs of visiting the site or sites shall be at the Bidder's own expense.
- 3.7.2. The Bidder shall be deemed to have examined the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract.
- 3.7.3. Any bidder interested in carrying out a site visit may write to IHMCL. On receipt of request, IHMCL shall issue an Authorization letter for site visit to such bidder.

#### 3.8. Acknowledgement by Applicant

- 3.8.1. It shall be deemed that by submitting the Application, the Applicant has:
  - a) made a complete and careful examination of the RFP;
  - b) received all relevant information requested from IHMCL;
  - c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of IHMCL relating to any of the matters referred to in Clause 3.7 above; and
  - d) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 3.8.2. IHMCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by IHMCL.
- 3.9. Right to accept or reject any or all Applications/ Bids

- 3.9.1. Notwithstanding anything contained in this RFP, IHMCL reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that IHMCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.9.2. IHMCL reserves the right to reject any Application and/ or Bid if:
  - a) at any time, a material misrepresentation is made or uncovered, or
  - b) the Applicant does not provide, within the time specified by IHMCL, the supplemental information sought by IHMCL for evaluation of the Application.
- 3.9.3. If the Applicant/Bidder is disqualified/ rejected and if such disqualification/ rejection occurs after the Bids have been opened and the Lowest/Successful Bidder gets disqualified/ rejected, then IHMCL reserves the right to:
  - a) invite the remaining Bidders to match the Lowest/Successful Bidder in ascending order sequence; or
  - b) take any such measure as may be deemed fit in the sole discretion of IHMCL, including annulment of the Bidding Process.
- 3.9.4. In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by IHMCL, that one or more of the conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Successful bidder either by issue of the LOA or entering into of the Contract Agreement, and if the Applicant has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by IHMCL to the Applicant, without IHMCL being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which IHMCL may have under this RFP, the Bidding Documents, the Contract Agreement or under applicable law.
- 3.9.5. IHMCL reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or lack of such verification by IHMCL shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of IHMCL thereunder.

#### 3.10. Clarifications

3.10.1.Applicants requiring any clarification on the RFP may notify IHMCL by e-mail (<a href="mailto:tenders@ihmcl.com">tenders@ihmcl.com</a>). They should send in their queries in .xlsx format before the date specified in the schedule of Bidding Process. The responses will be sent by published on e-tender portal .

- 3.10.2.IHMCL shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, IHMCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring IHMCL to respond to any question or to provide any clarification.
- 3.10.3. IHMCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by IHMCL shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on IHMCL.
- 3.10.4. To facilitate evaluation of Applications, IHMCL may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by IHMCL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

#### 3.11. Amendment of RFP

- 3.11.1.At any time prior to the deadline for submission of Application, IHMCL may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of Addenda.
- 3.11.2. Any Addendum thus issued will be published on e-procurement portal.
- 3.11.3. In order to afford the Applicants a reasonable time for taking an Addendum into account, or for any other reason, IHMCL may, in its sole discretion, extend the Bid Due Date.

### 3.12. Language

3.12.1. The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

### 3.13. Bid 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.

### 3.14. Bid Security

- a) The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD) /Bid Security for an amount INR 21,00,000/- (Rupees Twenty-One Lakh Only). The Successful Bidder's EMD will be returned, without any interest, upon the Successful Bidder signing the Contract and furnishing the Performance Security in accordance with the provisions thereof. IHMCL may, at the Successful Bidder's option, adjust the amount of EMD in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract.
- b) The Earnest Money shall be in the form of a demand draft / pay order/ Bank Guarantee drawn in favor of "Indian Highways Management Company Limited." Drawn on any Scheduled bank payable at New Delhi. The format for providing EMD in the form of Bank Guarantee is provided at Annexure-19.
- 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 -
  - iv. sign the Contract; and/or
  - v. Furnish the required Performance Security; or
  - vi. if the Bidder is found to be engaged in corrupt or fraudulent practices.

### 3.15. Alternative Proposals by Bidders

- 3.15.1. 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.
- 3.16. Submission, Format and signing of Application

- 3.16.1.All documents including Application Fee, EMD, Power of Attorney, relevant annexures, 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.
- 3.16.2. 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.
- 3.16.3. The Applicant shall submit following documents physically at IHMCL office as per timeline provided in Clause 4.1 'Key Dates':
  - Document/Application Fee
  - EMD/Bid Security
  - Power of Attorney/Letter of Authority
- 3.16.4. The Document/Application Fee needs to be transferred in IHMCL bank account as per details provided below and payment receipt/proof needs to be submitted in the Technical Bid document uploaded on e-tender portal. IHMCL bank account detail for transferring document fee is as follows: -
  - 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
- 3.16.5. 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 initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application.

#### 3.17. Deadline for Submission of Bid

- a) Complete Bid documents as specified in the RFP must be uploaded as specified on or before the date and time specified under "Key Dates". In the event of the specified date for the submission of Bids being declared a Non-working day for IHMCL, the Bids will be received up to the specified time on the next working day.
- b) 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.
- c) Offer by fax / e-mail will not be accepted and shall be treated as void ab-initio.

#### 3.18. Late Applications

3.18.1. Bids received after the deadline shall not be considered and shall be rejected. No representation or communication would be entertained in this regard from any Bidder. Modifications/ substitution/ withdrawal of Applications.

### 3.19. Modifications/ substitution/ withdrawal of Applications

- 3.19.1. 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.
- 3.19.2. 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.

### 3.20. Opening and Evaluation of Applications

- 3.20.1. 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.
- 3.20.2. Applications for which a notice of withdrawal has been submitted in accordance with Clause 3.19 shall not be opened.
- 3.20.3. IHMCL will subsequently examine and evaluate Applications in accordance with the provisions set out in this RFP.
- 3.20.4. 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.
- 3.20.5. 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.
- 3.20.6. 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.
- 3.20.7. 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.
- 3.20.8. 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.

#### 3.21. Examination and Evaluation of Bids

a) Opening of Bids will be done through online process only.

- b) IHMCL shall open Technical Bids as per schedule specified in Key Dates, in the presence of the authorized representatives of the Bidders, who choose to attend. IHMCL will examine and evaluate the Bids in accordance with the provisions of this RFP.
- c) 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.

### 3.21.1. Phase - 1: Pre-Qualification Stage: -

- 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 Annexures.
- b) The Bidder shall have to submit all the required documents as per various formats provided in Annexures. 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.
- d) Based upon the evaluation of these documents and the conditions specified in the RFP, IHMCL shall announce the names of the Bidders who have qualified for 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.

### 3.21.2. Phase - 2: Technical Qualification: -

The Technical Proposals of the Bidders shall be evaluated based on the Technical Evaluation Framework as listed in the Table below:

Section # Evaluation Criteria		Total Marks
A Bidder profile		30
В	Relevant Project Experience	50
С	Approach & Methodology	20
Overall Tech	nical Score Total	100

### 3.21.3. Evaluation Parameters for Technical Proposal

The Technical evaluation of the bids shall be carried out as per criteria provided below

S. No	Criteria Description	Max Marks	Marking Criteria & marks	Supporting Documents	
1	Bidder Profile (Maximum Marks = 30 marks)				
1.1	Average annual sales turnover generated from software development, deployment & operations for any three consecutive financial years between 01 April 2017 and 31 March 2021	15	Equal to or above INR 20 15 marks Crore Equal to or above INR 15 12 marks Crore, but below INR 20 Crore Equal to or above INR 10 10 marks Crore, but below INR 15 Crore	Extracts from the audited     Balance sheet and Profit &     Loss for the three     consecutive financial years     as specified; AND     Certificate from the Statutory     Auditor/CA	
1.2	The sole bidder or the lead member (in case of a Consortium), is expected to provide a copy of a valid certificate of any or all of the following certifications  CMMi Level 3 or above ISO 20000 for IT Service Management ISO 27001:2013 for Information Security Management System	15	<ul> <li>Marks shall be allotted as below:</li> <li>CMMi Level 3 or 4 – 10 marks</li> <li>CMMi Level 5 – 15 marks</li> <li>ISO 20000 for IT Service Management – 10 marks</li> <li>ISO 27001:2013 for Information Security Management System – 10 marks</li> <li>One or more certificates may be considered for evaluation, subject to maximum 15 marks.</li> </ul>	Valid copies of certificates	
2	Relevant Past Experience (Maximum Marks = 50)				
2.1	Experience of secured the contract for & having successfully implemented projects that have involved		3 projects or more 30 marks	Extracts of Work Order +     Completion Certificates from	
	(i) Usage of Satellite based Maps or similar mapping		2 projects 20 marks	the client;	
	API (e.g. Google Maps, OpenStreet Maps, Bhuvan etc.) to determine traffic congestion using data from mobile devices; and/or	30	One project only 10 marks	Or  Copy of completion certificate issued by the Client	

S. No	Criteria Description	Max Marks	Marking Criteria & m	narks	Supporting Documents
	(ii) Usage of video analytics in order to detect, monitor, analyze and report vehicular congestion using video feeds at street intersections, toll plazas etc. and/or Note:  Project should have been awarded by public authority or any agency duly authorized/ having been provided a concession by a public authority, whether in India or any other country.  Project should have been awarded and implemented by the bidding entity only, and no project experience of parent entity, or sister concern shall be considered for evaluation.  Ongoing projects may also be considered; in which case bidder must produce a letter or certificate from the Client specifying the nature of work having been undertaken.				IHMCL reserves the right to seek further explanation or supporting documents in case any clarification is required during evaluation of any information submitted by the Bidder.
2.2	Experience in projects that involve design, development, deployment and roll-out of camera based video analytics for Government authorities in India or abroad in the last 7 last from the bid due date.  The project shall involve Intelligent Video Analytics used to detect, analyse, track, count and classify objects, such as vehicles, persons, etc.  Ongoing projects may also be considered; in which case bidder must produce a letter or certificate from the Client specifying the nature of work having been undertaken.	20	3 projects or more 2 projects One project only	20 marks 15 marks 10 marks	Extracts of Work Order +     Completion Certificates from     the client;  Or     Copy of completion     certificate issued by the     Client     IHMCL reserves the right to     seek further explanation or     supporting documents in     case any clarification is     required during evaluation of     any information submitted by     the Bidder.

S. No	Criteria Description	Max Marks	Marking Criteria & marks	Supporting Documents
3.1	Algorithm proposed to detect congestion at toll plazas	10		Assessment to be based on
3.2	Risks identified – what is the possibility of false positives or likelihood of missing congestion at a toll plaza & how the bidder proposes to solve it	5	Approach & Methodology Note to be submitted	a note covering all requirements as mentioned
3.3	Usage of video analytics to detect congestion – proposed technology, software proposed to detect congestion from video images; hardware interface(s) in use, requirement for supplemental hardware installation etc.	5	by Bidder not exceeding <b>20 pages.</b>	<ul> <li>Presentation made by</li> <li>Bidder before the Committee</li> </ul>
	TOTAL	100		

3.21.4. The Minimum technical score to qualify for Financial Proposal evaluation (ST) is 70 marks out of total 100 marks. 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.

#### 3.21.5. 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.

#### 3.21.6. 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 = 80% \* ST + 20% \* 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 higher technical score as the Preferred Bidder for award of the Project.

Take any such measure as may be deemed fit at its sole discretion, including annulment of the bidding process.

#### 3.22. Award Criteria

IHMCL will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has scored Highest Composite Score as per the process outlined above.

### 3.23. Confidentiality

3.23.1. Information relating to the examination, clarification, evaluation, and recommendation for the Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising IHMCL in relation to, or matters arising out of, or concerning the Bidding Process. IHMCL will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. IHMCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or IHMCL or as may be required by law or in connection with any legal process.

### 3.24. Tests of responsiveness

- 3.24.1. Prior to evaluation of Applications, IHMCL shall determine whether each Application is responsive to the requirements of the RFP. An Application shall be considered responsive only if:
  - a) If the Authorized Signatory holding Power of Attorney and Signatory are not the same
  - b) If a bidder submits a conditional bid or makes changes in the terms and conditions given in this RFP document
  - c) Failure to comply with all the requirements of RFP document by a bidder.
  - d) If the financial bid is not submitted in the formats prescribed in the RFP document
  - e) If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the Bids and the same may lead to Bid being declared as nonresponsive.

and

f) The bid contains any pre-condition, assumption or qualification.

- g) it is not non-responsive in terms hereof.
- 3.24.2.IHMCL reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by IHMCL in respect of such Application.
- 3.24.3. Any entity (the Bidder, its Member or Associate was, either by itself or as member of a Consortium) which has been barred by the Central Government, or any entity controlled by it, from participating in any project by any govt. organization or PSU and the bar subsists as on the date of Application, or has been declared by IHMCL as non-performer/blacklisted would not be eligible to submit an Application.

### 3.25. Bids that are overpriced or undervalued

3.25.1. If the Bid of the Successful Bidder appears significantly overpriced or undervalued with respect to IHMCL's estimate of the cost of work to be performed under the Contract, IHMCL may require the Bidder to produce detailed price analysis for any or all items of the Services/Bill of Quantities, to demonstrate the internal consistency of the proposed System/Proposal. After evaluation of the price analyses, IHMCL may require that the amount of the Performance Security set forth in the RFP be increased and an additional Performance Security may be obtained at the expense of the Successful Bidder to a level sufficient to protect IHMCL against financial loss in the event of default of the Successful Bidder under the Contract. The amount of the additional increased Performance Security shall be equal to the seriously imbalanced amount, which shall be final, binding and conclusive on the Bidder.

### 3.26. Submission of Bids

- a) The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.
- b) IHMCL is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are therefore advised to visit the site and familiarize themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by IHMCL.

### 3.27. Proprietary data

3.27.1. All documents and other information supplied by IHMCL or submitted by an Applicant to IHMCL shall remain or become the property of IHMCL. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. IHMCL will not return any Application or any information provided along therewith.

#### 3.28. Correspondence with the Applicant

3.28.1. Save and except as provided in this RFP, IHMCL shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

#### 3.29. Notification of Award of Contract

a) Prior to the expiration of the Bid validity, IHMCL will notify the Successful Bidder that his Bid has been accepted. IHMCL will mention the contract value in the LOA.

- b) The Contract will incorporate all agreements between IHMCL and the Successful Bidder. It will be signed by IHMCL and the Successful Bidder after the performance security is furnished by the Successful Bidder. IHMCL will issue notice to commence the work after signing of Contract Agreement or submission of Performance Security as the case maybe.
- c) Upon furnishing of the Performance Security by the Successful Bidder, IHMCL will promptly notify the other Bidders that their Bids have been unsuccessful. EMDs of unsuccessful Bidders will be returned back to them after signing of Contract with the Successful Bidder or after the expiry of the validity period of the Bids, whichever is earlier.

### 3.30. Signing of Contract

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

### 3.31. Performance Security

- a) Within 15 (Fifteen) days of the receipt of the Letter of Award, the Successful Bidder shall submit an irrevocable and unconditional Bank guarantee issued in the name of IHMCL for an amount equal to 3% of Total Project Cost, issued by a Bank described under this RFP which shall be verified at any branch located in the National Capital territory of Delhi and through SFMS mode as performance security for the due performance of its obligations under the Contract.
- b) The aforesaid Bank Guarantee shall be as per the format given in format provided in this RFP and will be valid for a period of 180 days after the expiry of Contract period and shall also have a minimum claim period of 1 year. Format for submission of Performance Bank Guarantee is placed at Annexure 7.

### 3.32. Bank Guarantee (BG)

- a) The Bank Guarantee in the name of IHMCL issued by the following banks would only be accepted:
  - i. Any Nationalized Bank
  - ii. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 crores as per the latest Audited Balance Sheet of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account
  - iii. III. A Foreign Bank (issued by a branch outside India) with a counter guarantee from any Indian Nationalized Bank.
  - iv. Export Import Bank of India
- b) The acceptance of the Bank Guarantees shall also be subject to the following conditions:
  - i. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI
  - ii. The bank guarantee issued by a Cooperative Bank shall not be accepted.

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### 3.33. Corrupt or Fraudulent Practices

- a) IHMCL will reject a proposal for award and appropriate the EMD or the Performance Security, as the case may be, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- b) IHMCL will declare the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract by IHMCL if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.
- c) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or employee of IHMCL in the procurement process or in Contract execution.
- d) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of IHMCL and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive IHMCL of the benefits of free and open competition.

### 3.34. Conflict of Interest

- 3.34.1. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, the time, cost and effort of the Purchaser including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.
- 3.34.2. The Purchaser requires that the Successful bidder provides solutions which at all times hold the Purchaser's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Successful bidder 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 the Purchaser.
- 3.34.3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
  - a) the Bidder, or Associates (or any constituent thereof) and any other Bidder or Associates, have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
- a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

#### 3.35. Miscellaneous

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) IHMCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
  - i. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - ii. consult with any Bidder in order to receive clarification or further information;
  - iii. retain any information and/ or evidence submitted to IHMCL by, on behalf of, and/ or in relation to any Bidder; and/ or
  - iv. independently verify, disqualify, reject and/ or accept any or all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases IHMCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) If the Bidder has committed a transgression under this RFP such as to put its reliability or credibility into question, IHMCL shall be entitled to blacklist and debar such Bidder for any future tenders/contract award process in its sole and absolute discretion.
- e) Inclusion of MSMEs in Project Delivery Bidders are encouraged to include Micro, Small and Medium Enterprises (MSMEs) in the delivery of the project. Bidders should earmark a minimum of 20 % of the total contract for procuring goods and services from MSMEs. The MSME partner should be registered under the Micro Small Medium Enterprise Act, 2006. The procurement

- through MSMEs should be in line with Order dated 23rd March 2014 or any latest Order/Directions regarding procurement policy for Micro and Small Enterprises (MSMEs).
- f) Compliance to be ensured w.r.t. Office Memorandum of Department of Expenditure, dated 23 July 2020, and any related clarifications, subsequent guidelines issued by Department of Expenditure, as applicable, regarding insertion of Rile 144 (xi) in the General Financial Rules (GFRs), 2017. Bidder may visit website of Department of Expenditure (https://doe.gov.in/) for more details on the said Office Memorandum.
- g) Compliance to be ensured w.r.t. Public Procurement (Preference to Make in India) Order 2017 Notification of Telecom Products, Services or Works" (in short DoT PPP MII notification, 2018) dated 29th August issued by Department of Telecommunications. Bidder may visit website of Department of Telecom (https://dot.gov.in > Investment Promotion > Telecom Equipment Manufacturing) for more details on the said notification.

#### 4. 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) Bidders/Applicants are advised to go through the FAQs, guidelines, instructions, manuals, policies, system setting procedures etc. as provided in the e-Procurement portal.
- c) Tender form and relevant documents will not be sold /issued manually from offices.
- d) 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.
- e) All documents including Application Fee, EMD, Power of Attorney, relevant annexures, 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.
- f) 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.
- g) 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.

### 4.1. KEY DATES

SI. No.	Event Description	Date		
1.	Invitation of RFP	12 April 2021		
2.	Last date for receiving queries	16 April 2021		
3.	Pre-Bid meeting <sup>1</sup>	19 April 2021 @ 11:00 AM		
4.	Bid Due Date for submission on e-tender portal	26 April 2021; 16:00 hrs IST		
5.	Bid Due date for physical submission of following documents at IHMCL office:  • Document Fee  • EMD/Bid Security  • Power of Attorney/Letter of Authorization	26 April 2021; 16:30 hrs IST		
6.	Opening of Technical Bids	27 April 2021; 17:00 hrs IST		
7.	Validity of Bid	180 days from Bid Due Date		

<sup>&</sup>lt;sup>1</sup> 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.

#### 5. CONDITIONS OF CONTRACT

#### 5.1. Conditions of Contract

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

### 5.2. Governing Language

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

#### 5.3. Applicable Law

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

#### 5.4. Interpretation

- 5.4.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.
- 5.4.2. The Bidders are expected to examine all terms and instructions included in the RFP Document. During preparation of the technical proposal, the bidders shall make their own assessment of staff to undertake the assignment.

#### 5.5. Right to Amend Project Scope

- 5.5.1. IHMCL reserves the right to include new fee plazas in the scope of Successful bidder which shall be made operational by NHAI during the Project duration. IHMCL also reserves the right to reduce the number of the fee plazas up to 10% of the total number of fee plazas at the time of Contract Signing, without assigning any reason at any time during the Contract Period, and no compensation shall be paid to the Successful bidder on account of de-scoping of these fee plazas.
- 5.5.2. IHMCL, may at any time, at its sole discretion defer the implementation at certain fee plazas as per its requirements.

### 5.6. Payment Terms & Timelines

- 5.6.1. Payments will be made in Indian Rupees only.
- 5.6.2. Payment shall be released on quarterly basis subject to deduction of penalty.
- 5.6.3. Total Quarterly Payments

The quarterly payment shall be calculated as below:

$$Q_{Total} = Q_A + Q_B + Q_C - D$$

#### Where

- Q Total = Total payment for the quarter post Go-Live of PCMS software. No payments shall be done before Go-Live of PCMS software.
- Q<sub>A</sub> = Quarterly payments for Operations & Maintenance cost for Plaza Congestion Monitoring System (PCMS) Software for each toll plaza Live in the quarter; calculated as under:
  - $O \sum Q_A = (Q_{TP1} + Q_{TP2} + .... + Q_{TPn})^* AF$
  - The payments Q<sub>TP1</sub>, Q<sub>TP2</sub>, ..... Q<sub>TPn</sub> etc. shall be made pro-rata for t. Nhe no. of days for which toll plazas were Live in the quarter;
  - $\circ$  Q<sub>TP1</sub>, Q<sub>TP2</sub>, Q<sub>TPn</sub>— pro-rata payment for a toll plaza 1,2.. n for the quarter { Per toll plaza O&M quoted unit price \* ( no. of days plaza was live in the quarter/ total no. of days in the quarter }
  - o AF = Adjustment Factor as defined in SLA section 6.3.
- **Q** <sub>B</sub> = Quarterly payments for Operations & Maintenance cost Plaza Lane Queue Length Determination using **existing camera system** installed at NH toll plazas for each toll plaza Live in the quarter; calculated as under:
  - O  $\sum Q_B = (Q_{TP1} + Q_{TP2} + .... + Q_{TPn})^* AF$
  - o The payments Q<sub>TP1</sub>, Q <sub>TP2</sub>, ..... Q<sub>TPn</sub> etc. shall be made pro-rata for the no. of days for which toll plazas were Live in the quarter;
  - Q<sub>TP1</sub>, Q<sub>TP2</sub>, Q<sub>TPn</sub>- pro-rata payment for a toll plaza 1,2.. n for the quarter { Per toll plaza O&M quoted unit price \* ( no. of days plaza was live in the quarter/ total no. of days in the quarter }
  - o AF = Adjustment Factor as defined in SLA section 6.3.
- Q c= Quarterly payments for Operations & Maintenance cost Plaza Lane Queue Length
  Determination using new camera system installed by the CTS Vendor at NH toll plazas for each
  toll plaza Live in the quarter; calculated as under:

$$\circ$$
  $\sum Q_C = (Q_{TP1} + Q_{TP2} + .... + Q_{TPn})^* AF$ 

- The payments Q<sub>TP1</sub>, Q<sub>TP2</sub>, ..... Q<sub>TPn</sub> etc. shall be made pro-rata for the no. of days for which toll plazas were Live in the quarter;
- Q<sub>TP1</sub>, Q<sub>TP2</sub>, Q<sub>TPn</sub>- pro-rata payment for a toll plaza 1,2.. n for the quarter { Per toll plaza O&M quoted unit price \* ( no. of days plaza was live in the quarter/ total no. of days in the quarter }
- o AF = Adjustment Factor as defined in SLA section 6.3.
- D = Deductions for penalty as defined in SLA section 6.3.

The payments for **One-time Integration cost** with each application such as My FASTag App, Sukhad Yatra App etc. – shall be made upon completion of the integration with the mobile App/portal and Go-Live of the integration

#### 5.6.4. Timeline Implementation phase –

Activity	Timelines
Date of Acceptance of LOA	Т
System Requirement and design document	T + 7 days
UAT of PCMS software and web-portal	T + 21 days
Go-Live of PCMS software on Mobile App and Web-portal	T + 60 days

For integration of PCMS software with other mobile App such as My FASTAg App, Sukhad Yatra App or other Apps should be carried out in 1 months period.

#### 5.7. Prices

- 5.7.1. GST as applicable, which will be levied on the goods and services invoiced by the Successful bidder to IHMCL, will be reimbursed on actual basis.
- 5.7.2. IHMCL reserves the right to ask the Successful bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- 5.7.3. All payments shall be made subject to adjustment of applicable damages.
- 5.7.4. No amount or cost shall be payable for holding discussion, as considered necessary by IHMCL, for any purpose with IHMCL's Officials at IHMCL's Head Office or elsewhere, prior, during or after the conduct of an assignment.
- 5.7.5. Quoted Value by the bidder shall be excluding GST and fixed for the entire Contract period.

### 5.8. Start of Assignment

- 5.8.1. Successful bidder shall commence development, deployment and integration of Plaza Congestion Monitoring System and Plaza Queue Length Determination System as the case may be from the 15 days of acceptance of LOA issued by IHMCL.
- 5.8.2. The Successful bidder shall have sufficient teams to complete the assignment and submit the deliverables as per scope of work defined in RFP. Non-fulfillment of this requirement or delay in submission of reports would attract penalties.

### 5.9. Damages

5.9.1. As defined in Section 6 of this RFP.

#### 5.10. Contract Period

- 5.10.1.The Contract Period for the Project shall be **26 months** from date of signing of Contract Agreement.
- 5.10.2. The period of Contract duration may be further extendable on yearly/half-yearly basis up to additional **12 months** at the sole discretion of IHMCL on the same terms and conditions as defined in RFP.

#### 5.11. Insurance

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

### 5.12. Force Majeure

- 5.12.1. Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence of a Force Majeure event which is beyond the control of any of the Parties, including, but without limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, pandemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.
- 5.12.2. If a Force Majeure arises, the Successful bidder shall promptly notify IHMCL in writing of such condition and the cause thereof. Unless otherwise directed by IHMCL, the Successful bidder shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Parties shall be excused from performance of their respective obligations in whole or part as long as such Force Majeure event continues to prevent or delay such performance by the Parties. However, in case such Force Majeure event lasts for a continuous period of 60 days, either Party may terminate the Contract.

### 5.13. Indemnification

- 5.13.1. The Successful Bidder shall indemnify, defend, save and hold harmless, IHMCL, NHAI and MoRTH and their officers, employees, servants, and agents (hereinafter referred to as the "IHMCL Indemnified Persons") against any direct loss, damage, claims, cost and expense of whatever kind and nature (including without limitation, legal fees, claims and expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of or are based upon any order passed by any statutory authority including Courts, tribunals or other judicial/quasi-judicial authorities, on account of breach of the Successful Bidder's obligations under this Contract or any other related agreement or otherwise, any fraud or negligence attributable to the Successful bidder or its Agents under contract or tort or on any other ground whatsoever, all eventualities of theft, dacoity, robbery, etc., except to the extent that any such suits, proceedings, actions, demands and claims has arisen due to any breach or default of this Contract on the part of IHMCL Indemnified Persons.
- 5.13.2. The Successful Bidder shall indemnify IHMCL Indemnified Persons from all legal obligations in respect of professionals deployed by the Successful Bidder. IHMCL Indemnified Persons shall also stand absolved of any liability on account of death or injury sustained by the Successful Bidder's workmen, staff/employees during the performance of their work and also for any damages or compensation due to any dispute between the Successful Bidder and its workmen, staff/employees.

- 5.13.3. In addition to the aforesaid, the Successful bidder shall fully indemnify, hold harmless and defend IHMCL Indemnified Persons from and against any and all direct loss, damage, cost and expense of whatever kind and nature (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Successful Bidder or by its Agents in performing the Successful bidder's obligations or in any way incorporated in or related to this Contract. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Successful bidder shall make every reasonable effort, by giving a bond (of the type and value as required) or otherwise, to secure the revocation or suspension of the injunction or restraint order and continue to perform its obligations hereunder. If the Successful bidder is unable to secure such revocation within a reasonable time, it shall, at its own expense, and without impairing the Specifications and Standards, shall rectify such defaults and shall also be liable for damages to IHMCL for the corresponding loss during the interim period on this account.
- 5.13.4. The provisions of Clause 5.13 shall survive Termination.
- 5.13.5. The remedies provided under Clause 5.13 are not exclusive and shall not limit any rights or remedies that may otherwise be available to IHMCL Indemnified Persons at law or in equity.

### 5.14. Termination

- 5.14.1. **ON EXPIRY OF THE CONTRACT**: Subject to the condition mentioned under Clause 5.10, the Agreement shall be deemed to have been automatically terminated on the expiry of the Contract Period unless IHMCL has exercised its option to further renew the Contract Period in accordance with the provisions, if any, of the Contract.
- 5.14.2. **ON ACCOUNT OF FORCE MAJEURE:** Either Party shall have the right to terminate the Contract on account of Force Majeure, as set forth in Clause 5.12.
- 5.14.3. ON BREACH OF CONTRACT: IHMCL may terminate the Contract if the Successful bidder causes a Fundamental Breach of the Contract. Fundamental Breach of Contract includes, but shall not be limited to, the following:
  - a) The Successful bidder fails to carry out any obligation under the Contract.
  - b) The Successful bidder submits the IHMCL a statement which has a material effect on the rights, obligations, or interests of the IHMCL and which the Successful Bidder knows to be false.
  - c) The Successful bidder without reasonable excuse fails to commence the work in accordance with relevant clauses.
  - d) Has failed to furnish the required securities or extension thereof in terms of the Contract.
  - e) The Successful bidder stops work and the stoppage has not been authorized by IHMCL;

- f) The Successful bidder at any time during the term of the Contract becomes insolvent or winds up its business or makes a voluntary assignment of its assets for the benefit of its creditors.
- g) If the Successful bidder, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract.
- h) Repeated occurrence of any SLA parameter as mentioned in RFP.
- i) Notwithstanding anything stated in this Agreement, in the event that any of the defaults ("Fundamental Breach") specified below shall have occurred, IHMCL shall provide 30 days' notice period to the Successful Bidder [hereinafter referred to as "Cure Period Notice").
- j) If the Successful Bidder fails to cure the default within the Cure Period, the Successful Bidder shall be deemed to be in default of this Agreement [the "Successful Bidder's Default"), unless the default has occurred solely as due to Force Majeure or for reasons not attributable to the Successful Bidder. The Cure Period under this Clause shall be calculated from the date of issuance of the notice to the Successful Bidder or when the default comes into the knowledge of the Service Provider, whichever is earlier.
- 5.14.4. The Successful bidder sub-contracts any assignment under this Agreement without written approval of IHMCL.
- 5.14.5. Any other fundamental breaches as specified in the RFP.
- 5.14.6. Notwithstanding the above, IHMCL may terminate the Contract in its sole discretion by giving 30 days prior notice without assigning any reason. In the event of such a termination, compensation to the successful bidder shall be calculated based on the Termination Payment clause.
- 5.14.7. Upon Termination (except on account of expiry of Term of this Agreement, Force Majeure or under clause 5.14.6 above), IHMCL shall be entitled at the sole discretion to:
  - a) appropriate the entire Performance Security or part thereof as Damages; and
  - b) Debar/Blacklist the Successful bidder from participating in any other project/assignment/work of IHMCL for a period as determined by IHMCL in its sole discretion.
- 5.14.8. Without prejudice to any other rights or remedies which IHMCL may have under this Agreement, upon occurrence of Successful bidder's Default, IHMCL shall be entitled to terminate this Agreement by issuing a Termination Notice to the Successful bidder; provided that before issuing the Termination Notice, the IHMCL shall by a notice inform the Successful bidder of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Successful bidder to make a

representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

### 5.15. Appropriation of Performance Security

- 5.15.1. Upon failure of the Successful bidder to commence the services, for any reason whatsoever, within the period set forth in this Contract or the extended period thereunder, IHMCL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to levy Damages as per Clause 5.9 hereinabove.
- 5.15.2. IHMCL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to en-cash and appropriate the relevant amounts from the Performance Security as Damages or any other amounts payable to IHMCL under this Contract as and when such Damages or other amounts become due and payable. Upon such encashment and appropriation from the Performance Security, the Successful bidder shall, within 10 days thereof, replenish, in case of partial appropriation, to its original level of the amount guaranteed under the Performance Security, and in case of appropriation of the entire Performance Security, provide a fresh Performance Security, as the case may be failing which IHMCL shall be entitled to terminate this Agreement in accordance with clause 5.14 hereof.

#### 5.16. Change Control Note (CCN)

- 5.16.1. This applies to and describes the procedure to be followed in the event of any proposed change to contract, site Implementation, and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services provided by Successful bidder and changes to the terms of payment.
- 5.16.2. Change requests in respect of the contract, the site implementation, or the Service levels shall emanate from the Parties' representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process and shall complete Part A of the CCN (Annexure 18). CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the Purchaser.
- 5.16.3. Successful bidder and Authority while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required
- 5.16.4. The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.

#### 5.17. Insurance

### 5.17.1. Insurance during the Contract Period

The Successful bidder shall, at its cost and expense, purchase and maintain during the Contract Period, such insurances as are necessary including but not limited to the following:

- (a) Hardware delivered and installed to the extent possible at the replacement value with IHMCL as beneficiary.
- (b) Successful bidder's all risk insurance with IHMCL as co-beneficiary;
- (c) Comprehensive third party liability insurance with the IHMCL as co-beneficiary;
- (d) Workmen's compensation insurance with the IHMCL as co-beneficiary;
- (e) Any other insurance that may be necessary to protect the Successful bidder, its employees and the Project against loss, damage or destruction at replacement value including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (d) with IHMCL as beneficiary/co-beneficiary;

#### 5.17.2. Evidence of Insurance Cover

- (a) The Successful bidder shall, from time to time, provide to IHMCL copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with Contract Agreement.
- (b) If Successful bidder shall fail to effect and keep in force the insurance for which it is responsible pursuant hereto, IHMCL shall have the option to take or keep in force any such insurance, and pay such premium and recover all costs thereof from Service Provider or to forfeit deposit/ Performance guarantee from the Successful bidder and pay or restoration for the same.

#### 5.17.3. Application of Insurance Proceeds

- (a) All moneys received under insurance policies shall be promptly applied by the Successful bidder towards repair or renovation or restoration or substitution of the Project or any hardware/equipment/device thereof which may have been damaged or required repair/modification.
- (b) The Successful bidder shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the Project, or any part thereof, shall, after such repair or renovation or restoration or substitution be as far as possible in the same condition as they were before such damage or destruction, normal wear and tear excepted.
- (c) For insurance policies where IHMCL is the beneficiary and where it received the insurance proceeds, only such sums are required from the insurance proceeds for restoration, repair and renovation of the Project.

#### 5.17.4. Validity of Insurance Cover

The Successful bidder shall pay the premium payable on such insurance Policy/Policies so as to keep the insurance in force and valid throughout the Contract Period and furnish copies of the same to IHMCL for each year/policy period. If at any time the Successful bidder fails to purchase, renew and maintain in full force and effect, any and all of the Insurances required under the Contract Agreement, IHMCL may at its option purchase and maintain such insurance and all sums incurred by IHMCL therefore shall be reimbursed by the Successful bidder forthwith on demand, failing which the same shall be recovered by IHMCL by encashment of Performance Security, exercising right of set off or otherwise.

#### 5.18. Miscellaneous

#### 5.18.1. Standard of Performance

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

### 5.18.3. Representations and Warranties of the Parties

- a) The Parties represents and warrants to the each other that:
  - i. it is duly organized and validly existing under the applicable laws, and has full power and authority to execute and perform its obligations under this Contract and to carry out the Scope of Work/transactions contemplated herein this Contract and nothing material has been concealed by the Successful bidder;
  - ii. it has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this Contract and to validly exercise its rights and perform its obligations under this Contract;
  - iii. this Contract constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Contract will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
  - iv. the information furnished in the Bid and as updated on or before the date of this Contract is true and accurate in all respects as on the date of this Contract;
  - v. the execution, delivery and performance of this Contract will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
  - vi. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Contract or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Contract;

### 5.18.4. Waiver of immunity

- a) Each Party unconditionally and irrevocably:
  - agrees that the execution, delivery and performance by it of this Contract constitute commercial acts done and performed for commercial purpose;

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

#### 5.18.5. Waiver

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

### 5.18.6. Liability for review of Documents

- a) Except to the extent expressly provided in this Contract:
  - i. no review, comment or approval by IHMCL, any document submitted by the Successful bidder nor any observation or inspection of the Services performed by the Successful bidder nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Successful bidder from its obligations, duties and liabilities under this Contract, the Applicable Laws and applicable permits; and
  - ii. IHMCL shall not be liable to the Successful bidder by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

### 5.18.7. Exclusion of implied warranties etc.

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

#### 5.18.9. Survival

- a) Termination shall:
  - i. not relieve the Successful bidder or IHMCL, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
  - ii. except as otherwise provided in any provision of this Contract expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.
- b) All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

#### 5.18.10. Entire Agreement

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

#### 5.18.11. **Severability**

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

### 5.18.12. **No partnership**

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

### 5.18.13. Third parties

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

### 5.18.14. Successors and assigns

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

### 5.18.15. **Dispute resolution procedure**

- i. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably.
- ii. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith. In the first instance, the Dispute shall be referred to the Chairman of the IHMCL and the Chairman of the Board of Directors (or equivalent) of the Successful Bidder or their nominees for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) business day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration.
- iii. Any Dispute which is not resolved amicably shall be finally settled by arbitration to be conducted in accordance with the rules of arbitration of the Society For Affordable Redressal Of Disputes (SAROD).
- iv. The venue of such arbitration shall be Delhi.
- v. The rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. The parties unconditionally acknowledge and agree that notwithstanding any dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with the procedure agreed herein.

### 5.18.16. Compensation for Breach

### a) Compensation for default by the Successful Bidder

- i. In the event of the Successful Bidder being in breach of this Contract, unless such default or delay is on account of Force Majeure, the Selected Bidder shall pay to IHMCL, by way of compensation, all direct costs suffered or incurred by the IHMCL as a consequence of such breach, within 30 days of receipt of the demand from the IHMCL.
- ii. Without limiting generality of the Clause 5.16.17 (i), the Successful Bidder shall pay to IHMCL by way of compensation, all direct costs suffered or incurred by IHMCL incurred as a result of any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or based upon:

- a) any untrue statement or misrepresentation of a material fact provided by the Successful Bidder or an omission to state a material fact required to be communicated.
- any non-performance or breach of the roles, responsibilities, representations, warranties, undertakings, and declarations contained herein by the Successful Bidder or its directors, employees, personnel or representatives, as the case may be.
- c) Negligence, fraud or misconduct of the Successful Bidder or any of its employees, agents, affiliates or advisors.

### 5.18.17. **Limitation of Liability**

- 5.18.17.1. The Successful Bidder's liability under this Contract shall be determined as per Applicable law. The Successful Bidder shall be liable to IHMCL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Successful Bidder its affiliates, subsidiaries, stockholders, subcontractors, suppliers, directors, officers, employees, assigns and agents, including loss caused to IHMCL on account of defect in goods or deficiency in services on the part of Successful Bidder or his agents or any person / persons claiming through or under said Successful Bidder.
- 5.18.17.2. Notwithstanding anything stated herein above, the liability for Successful bidder shall NOT exceed ten times the value of Performance Bank Guarantee amount.
- 5.18.17.3. This limitation of liability shall not affect Successful bidder's liability, if any, for direct loss or damage to Third Parties caused by Successful bidder or any person or company acting on behalf of Successful bidder in carrying out the Services. The Successful bidder is advised to take necessary measures, such as insurance, etc. to cover any direct loss or damages to third party impacted by the services of Successful bidder.

### 5.18.18. Intellectual Property Rights

All Intellectual Property of the respective Parties shall continue to vest with the respective Party and one Party may make use of the Intellectual Property only with the express consent of the other Party. However, it shall be agreed and acknowledged by the Successful bidder that intellectual property rights in the Proprietary Information as well as any other data or information/reports generated during the performance of services as set out in this RFP by the Successful bidder shall always vest with IHMCL and Successful bidder will not have any right in such IPR whatsoever.

All products and related solutions and fixes provided pursuant to the Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of which shall continue to vest with the product owner. Implementation Agency would be responsible for arranging any licenses associated with products.

"Product" shall mean any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to Purchaser for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

### 5.18.19. Limitation of purpose of data supplied/ acquired

The successful bidder shall acquire data exclusively for the purpose of the tasks defined in this scope of works. Use of raw data, whether acquired by the bidder or supplied by IHMCL or the toll operator (e.g. video feed) for any other purposes shall not be permitted.

#### 5.18.20. **Notices**

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

### 5.18.21. **Sub-Contracting**

The Successful bidder shall not sub-contract any assignment to a third party. However, following non-core activities may be sub-contracted with prior approval of IHMCL: -

L3 & L4 support of equipment from OEMs or their authorized distributors/partners

However, successful bidder shall remain solely responsible for all sub-contracted works under this Agreement.

### 5.18.22. Confidentiality of the Assignment/Findings

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

### 5.18.23. **Modification**

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

### 5.18.24. **Language**

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

### 6. Scope of Work

### 6.1. **Project Background**

- 6.1.1. 100% cashless tolling via FASTag implemented w.e.f. midnight of 15/16 Feb 2021. The use of FASTag has been made mandatory at all National Highway toll plazas, and the usage of any other form of currency or legitimate mechanism of payment such as cards or UPI entailing twice the toll ordinarily payable for such vehicle.
- 6.1.2. The Electronic Toll Collection (ETC) infrastructure comprising ETC readers, TMS software, Servers, Internet connectivity, WIM, etc. at user fee plazas are supplied, installed, tested, commissioning and managed by different System Integrators (SI) across over 590 NH fee plazas.
- 6.1.3. IHMCL is also in process of implementing Toll Data Lake which will have enterprise monitoring and recording of all toll related data. The Toll Data Lake will also have functionality to monitor the health check-up of above critical devices through IOT device being installed at toll plazas.
- 6.1.4. As on date, more than 650 toll plazas are live on FASTag programme, which includes approx. 590 NH toll plazas and 60 state toll plazas. The command control room at NHAI HQs is able to view live toll plaza view by accessing the PTZ cameras installed at Toll Plazas.
- 6.1.5. The FASTag penetration have crossed more than 90% and is improving day by day. However, still at some of the toll plazas, it has been observed that the highway users may have to wait for some time.
- 6.1.6. In order to monitor the real-time traffic congestion at toll plazas IHMCL envisages to have a solution which will be able to provide real-time congestion at the toll plazas for effective monitoring.

### 6.2. Scope Overview

There is a need to have a real-time system for monitoring of traffic congestion at NH toll plazas, use cloud-based data analytics and raise alarms to nodal officers. The key features required from the proposed solution are as below:-

- 6.2.1. To record congestion at toll plaza and display the traffic congestion on a web-based and/or mobile-based app.
- 6.2.2. The app should be able to indicate real-time waiting time at toll plazas.
- 6.2.3. The geo-coordinates of the toll plaza will be provided to the successful bidder.
- 6.2.4. The toll plaza dashboard should have functionality to showcase the following:
  - i. 24x7 alerts and queue length tracking of more than 300 meters
  - ii. Worst toll plaza having long waiting time.
  - iii. Toll Plaza with waiting time for more than 3 mins.
  - iv. Daily/ Weekly Report with peak congestion hours and recommendations for improvement of traffic congestion
  - v. Raise alert to Nodal Officer of NHAI where waiting time is more than 3 mins. and track the case till the congestion is not reduced less than 1 km. The alerts should be form of SMS, Email etc. as per directions of IHMCL.
  - vi. Populate the congestion data through automated APIs to Toll Data Lake software.
  - vii. the gathered data as plain lists of records, as graphs, or as charts.
- 6.2.5. Any proposed satellite feed used in the solution should have all the requisite regulatory and security compliances for operation in India.
- 6.2.6. The dashboard should be able to provide a range of visualization options at disposal including graphs, dials, and other unique display options that provide the essential data at a glance.
- 6.2.7. The geospatial view should show on a geographical map where congestion may be depicted.
- 6.2.8. The dashboards should provide a live display of Toll Plaza performance, on-line and historical traffic statistics and predictions.
- 6.2.9. The successful bidder has to provide the proposed solution on Software-as-a-Service (SAAS) model. All the services viz. app development, Al analytics, cloud hosting, API calls, integration with Toll Data Lake, etc. are required to be provided as part of SAS model. This will provide

- applications/tools to process and carry out various analyses of high-volume data by using cloud computing tools.
- 6.2.10. It shall be hosted 'on cloud' and shall be accessible to all users authorized by IHMCL on desktop, laptop workstations as well as on Mobile devices like Smart Phones & Tablets.
- 6.2.11. The functionality will be opened up to all the highway users at free of cost.
- 6.2.12. The accuracy of proposal solution should be 99.5%, failing which there will be penalty shall be applicable as per provision in this RFP. The accuracy of the traffic congestion/ waiting time will be cross checked with the NH live feed available in Command Control Room.
- 6.2.13. The proposed solution will be required initially for a period of two years which can be extended for another one year on the tendered approved rates.
- 6.2.14. The data needs to be hosted on MEITY empaneled Cloud Service Provider. The Successful bidder shall be required to estimate the space requirement as per information provided in RFP. All the associated cost for procurement of cloud space, domain name purchase, SSL certificates, Google API hit etc. shall be borne by Successful bidder. The successful bidder shall be responsible for arranging the cloud based servers, and all data and applications etc. should migrate to server provided by IHMCL as per requirement.
- 6.2.15. The Successful bidder shall be responsible for maintaining the cloud space and backup services. The Successful bidder shall liaison with the cloud service provider for all kind of cloud hosting services. The Successful bidder will administer the cloud services so that the Plaza Congestion Monitoring System remains operational.
- 6.2.16. The Successful bidder shall be responsible for provisioning the underlying system software and bandwidth for deployment/migration, and hosting of the applications. The successful bidder is expected to compute, storage, and bandwidth requirements which may be auto-scaled (additional capacity based on the demand and auto-scaling rules) over the period of the contract. The application must be architected and designed to leverage the cloud characteristics such as rapid elasticity and handle transient and hardware failures without downtime.
- 6.2.17. The Successful bidder shall ensure the availability of the software in excess of 99.99 per cent (service level for uptime) with redundancies and mirror sites, as may be needed to ensure adherence to the same.
- 6.2.18. The Successful bidder should update the software regularly for bugs or other infirmities, if any, at periodic intervals, including the organization of an annual or semi-annual security audit to ensure that the system data cannot be edited without authorization.
- 6.2.19. Compliance process to the defined international standards and security guidelines such as ISO 27001, ISO 20000:1, for maintaining operations of cloud and ensuring privacy of IHMCL data.
- 6.2.20. Ensuring Uptime and utilization of the cloud resources as per SLA's defined in this RFP.
- 6.2.21. The Successful bidder shall develop appropriate policy, checklists in line with ISO 27001 & ISO 20000 framework for failover. The Successful bidder needs to ensure that the data is replicated

- as per latest guideline provided by MEITY in case of failure, Successful bidder should be able to restore the complete system in another data center.
- 6.2.22. The Successful bidder shall conduct vulnerability and penetration test (from a third-party testing agency which may be CERT-IN empaneled) on the Cloud facility every year and reports should be shared with IHMCL. The Successful bidder needs to update the system in response to any adverse findings in the report, without any additional cost to IHMCL.
- 6.2.23. Upgrades Any required version/Software /Hardware upgrades, patch management etc. at the Cloud Site will be supported by the Successful bidder for the entire contract period at no extra cost to IHMCL.
- 6.2.24. The Successful bidder shall handover the database backup including source code periodically to IHMCL, as per instructions. The ownership of entire data collected during the project shall be of IHMCL.
- 6.2.25. The Successful bidder may be required to integrate the application with any other application such as MY FASTag App, Sukhad Yatra App etc, as provided by IHMCL. In such cases one time integration cost as mentioned in Financial Bid form shall be paid by IHMCL for each such integration.
- 6.2.26. Plaza Lane Queue Length Determination System Software -
  - 6.2.26.1. The Successful bidder shall develop an application software to demonstrate the real-time queue length and congestion at each lane of the toll plaza.
  - 6.2.26.2. Currently, PTZ video feeds from around 500+ toll plazas, are available from different plazas at the Command-and-Control Centre of NHAI.
    - The Successful bidder may either use the available video data feeds or may need to deploy the new setup for installation of cameras at the plaza at their own cost to demonstrate the real-time queue length at each lane of the toll plaza.
  - 6.2.26.3. Internet connectivity is available at the plaza, however, to ensure effective operation of Application, the Successful bidder shall make provision for required internet connectivity at the plaza at no additional cost to IHMCL.
- 6.2.27. At the end of the Contract Period, the source code and requisite documentation should be handed over to IHMCL at no additional cost. The process of handing over should start 6 months prior to Contract expiry.

### 6.3. SLA/Damages

6.3.1. The Successful bidder shall ensure Go-Live of Plaza Congestion Monitoring System within timelines as specified in section 5.6.4.

Any delay in the activities as mentioned in the Section 5.6.4. shall attract penalty as below:

- Rs. 10,000/- per week of delay in completion of each activity such as
  - o System Requirement and design document

- UAT of PCMS software and web-portal
- o Go-Live of PCMS software on Mobile App and Web-portal
- 6.3.2. The accuracy of proposal solution should be 99.5%. In case of the system underreporting or overreporting instances of congestion, the following penal levies will be deducted.

Event	Penal deduction			
Undercounting/ missing instances of reporting of congestion				
More than ten instances in a month reported by consumers & verified by RO's but does not show up on the application/ dashboard (limited to the plazas where the solution is in operation)	100 per cent deduction of operating charges for the cycle.			
More than three but less than ten instances in a month reported by consumers & verified by RO's but does not show up on the application/ dashboard (limited to the plazas where the solution is in operation)	25 per cent deduction of operating charges			
Up to three instances in a month reported by consumers & verified by RO's but does not show up on the application/ dashboard (limited to the plazas where the solution is in operation)	No deduction of operating charges			
Overcounting/ false positive instances of re	porting of congestion			
Up to 5 instances of false congestion instances in one month (system reports congestion, RO feed shows otherwise)	No deduction of operating charges			
More than 5 but less than 10 instances of false congestion instances in one month (system reports congestion, RO feed shows otherwise)	25 per cent deduction of operating charges			
More than 10 instances of false congestion instances in one month (system reports congestion, RO feed shows otherwise)	100 per cent deduction of operating charges			

Note: 'Per month' instances are based on averaging during one quarter.

- 6.3.3. The cumulative damages as provided in clauses 6.3.1 and 6.3.2 constitute the 'D' (Deductions) in the quarterly payment.
- 6.3.4. The uptime of Plaza Congestion Monitoring System Application shall be 99.9%, below which payment shall be deducted as provided in AF criteria.

AF shall be calculated as follows:

Cumulative Uptime of Plaza Congestion Monitoring System Application	Adjustment Factor
99.9% - 100%	1

Up to 99.5% - Less than 99.9%	0.95
Up to 99.2% - Less than 99.5%	0.90
Up to 99.0% - Less than 99.2%	0.85
Less than 99.0%	0 (Zero)

### 6.3.5. Capping on penalties

The total penalty imposed in a month shall not exceed **10% of total quarterly payments.** In case of imposition of maximum penalty (10%) for 3 successive months, IHMCL may consider termination of the Contract due to continuous default on the part of vendor.

### 6.4. IHMCL's Responsibility

- 6.4.1. IHMCL shall observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, the obligations set forth in this Article:
- 6.4.2. To release payments to Successful bidder in accordance with the Agreement
- 6.4.3. To reasonably cooperate with the Successful bidder to enable it to render its services in terms of the Agreement.

#### 6.5. Successful bidder's Responsibility

The Successful bidder shall observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, the obligations set forth in this clause:

- 6.5.1. To perform the Scope of Work as set out in Section 6.
- 6.5.2. To be responsible for compliance with Applicable Laws;
- 6.5.3. To procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for, inter alia, materials, methods, processes, software, operating systems, designs, trademarks, documents and systems used or incorporated into the ETC system.
- 6.5.4. To provide Performance Security in the form of Bank Guarantee to IHMCL, in accordance with relevant section of RFP;
- 6.5.5. To carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and to observe sound

management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods;

- 6.5.6. To keep sufficient accessories, spares, parts, etc., while discharging Scope of Work;
- 6.5.7. To provide onsite support for the complete system;
- 6.5.8. To reasonably cooperate with IHMCL and other stakeholders concerned in relation to the matters covered under this Agreement; and
- 6.5.9. To be responsible for safety and security of its equipment and staff;
- 6.5.10. To deploy adequate number of resources with qualifications and skills commensurate to the job requirement;
- 6.5.11. To maintain adequate insurance covers to safeguards its interest regarding any loss/damage/theft to its equipment and or personal during conduct of the assignment;
- 6.5.12. Indemnify IHMCL against any damage/loss of property or personal of the agency during conduct of assignment.
- 6.5.13. Sign the Non-Disclosure Agreement (NDA) with IHMCL.

#### 7. ANNEXURE

#### 7.1. Annexure 1: Bid Covering Letter

(In the letterhead of the Bidder)

То
Chief Operating Officer
Indian Highways Management Co. Ltd. (IHMCL)
G-5&6, Sector 10 Dwarka
Sector 19, Dwarka
New Delhi 110 075
Subject:
Ref No REP No dated

**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 clause 3.2.1 (SI. No 7) and we or the our parent / subsidiary /sister concern company are NOT currently engaged by NHAI for user fee collection or tolling operations 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 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 RFP Name \_\_\_\_\_\_, 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 confirm that we are operating in the field of Software development/IT Solutions for at least five (5) years as on 31 March 2020.
- g) **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.
- h) 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 Autl	norized Signat	ory		

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7.2.	Anneyure	2. Rriet In	tormation	ahout the	Applicant(s)
1.4.	Allicauc	Z. Dilei III	ıvınıanı	about the	ADDIIGAIIUSI

	Amioxaro 2. Brior miormatic	- Apprount(0)
	(To be	prepared on letterhead of the Applicant)
Sub	oject: Selection of	
1.	Bidder Details	
	a. Name of Applicant:	
	b. Year of establishment:	
	c. Registered Address:	
	d. Constitution of the Applic limited company, etc.	cant entity e.g. Government enterprise, private limited company
2.	Address for correspondence v	vith Telephone/ Fax numbers/ e-mail address:
(a)	Authorized Person with Comp	lete postal address:
(b)	Fixed telephone number	
(c)	Mobile number	
(d)	E-mail address	
(e)	Official Bank (for returning EN	1D)
(f)	Bank Account Name, Number	r, IFSC Code (for returning EMD)
3.	Name of the Statutory Auditor if applicable:	certifying the documents along with his/ her Membership numbe
4.	Applicant details	
	Required Info	Documentary Evidence Attached (Yes/No, along with page no.)
	Field of business	
	Registration Status	
	CMMi level of organization	

	Qualifying Projects – value, client, key features		
	Average Turnover		
	Is Bidder debarred by any Government entity (Yes/No)		
5. F	inancial details/projects meet	ing the qualifying criteria	
Name	Name		
Desig	nation/ Title of the Authorized	Signatory	

7.3. Annexure 3: Undertaking
Subject: Selection of Bidder for
I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our Company/firm M/s have abandoned any work of National Highways Authority of India/IHMCL nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by IHMCL to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that IHMCL may ask for further qualifying information, and agrees to furnish any such information at the request of IHMCL.
5. We confirm that we have not been blacklisted /debarred by any central/state Government department/organization or Quasi Government agencies of PSU.
6. We confirm that no criminal proceeding is pending against our company/firm or any of its Directors/ Partners in any court of law.
7. We also confirm that we have not been convicted by any court of law for any of the offences under any Indian laws
8. I/We confirm that we do not have a conflict of interest with the toll fee operators/contractors on the concerned toll plaza site as mentioned in eligibility criteria of RFP nor shall we undertake tolling operations during the period of Contract Agreement.
(Signed by an Authorized Officer of the bidder)
Title of Officer
Name of bidder
DATE

	ef	(Date)				
From,			To,			
(Name	e & Address of t	he Bidder)	Chief Operating Officer,			
			Indian Highways Management Co. Ltd. G-5&6, Sector 10 Dwarka Sector –19, Dwarka			
Subje	ct:					
Dear S	ir/Madam,					
	•	the average annual				_ (name of the bidd
for the	last three financ	cial years (ending 31	I <sup>st</sup> March 20	20) is as given be	elow:	
Α	nnual Turnover	for the last 3 Financ	ial Years (F	Ys) in Indian Ruր	ees (IN	IR)
F	Y 2019-20	FY 2018-19		FY 2017-18		Average
		<u> </u>				
,	Annual Net wort	h for the last 3 Fina	ncial Years	(FYs) in Indian Ri	upees (	INR)
F	FY 2019-20	FY 2018-1	9	FY 2017-18		ive /Negative as
					0113	I Watch 2020

7.5. Annexure 5: Power of Attorney/Letter of Authorization		
Know all men by these presents, we, M/s		
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		
2.		

### Notes:

Notarized Accepted

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

(Signature, name, designation and address of the Attorney)

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.

### 7.6. Annexure 6: Power of Attorney for Lead member

(On Non – judicial stamp paper of appropriate value or such equivalent document duly attested by notary public)

### **Power of Attorney**

Whereas Indian Highways Management Company Ltd. (IHMCL), has invited Proposals from eligible entities for of Selection of Master ETC Successful bidder at National Highways Fee Plazas the "Project",

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Proposal (RFP) Document and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium's bid for the Project.

### 

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

### Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure

_			
7.7.	Anne	xure 7: Format for Performance Bank Guarantee	
Т	Ō,		
C	Chief Ope	rating Officer,	
Ir	ndian Hig	hways Management Company Ltd	
G	9-5&6, Se	ector 10 Dwarka	
S	Sector-19,	Dwarka,	
Ν	lew Delhi	- 110075, India	
(I p	ursuance	[Name and address of Agency] [Name and Addres	
,,	" (hereinafter called the "Contract").		
	1.	AND WHEREAS it has been stipulated by IHMCL in the said letter that the Service Provider shall furnish a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the terms & conditions of the Contract Agreement.	
	2.	AND WHEREAS we have agreed to give the Service Provider such a Bank Guarantee:	
	3.	NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider up to a total of `	
	payab rgument,	payable in the types and proportions of currencies in which the Contract Price is ble, and we undertake to pay you, upon your first written demand and without cavil or any sum or sums within the limits of `	
	<b>4.</b> before	We hereby waive the necessity of your demanding the said debt from the Service Provider presenting us with the demand.	
	5.	We further agree that no change or addition to or other modification of the terms of the service provider or of the works to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.	

	6.	We undertake to pay to the IHMCL any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider(s) shall have no claim against us for making such payment.
	7. in the	The liability of the Bank under this Guarantee shall not be affected by any change constitution of the Service Provider or of the Bank.
	thereo	This guarantee shall also be operable at ourbranch at New from whom, confirmation regarding the issue of this guarantee or extension/ renewal f shall be made available on demand. In the contingency of this guarantee being invoked ayment thereunder claimed, the said branch shall accept such invocation letter and make ent 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) and or	We are liable to pay the Guarantee amount or any part thereof under this Guarantee only aly if you serve upon us a written claim or demand on or before
Nar	ne:	
Dat	e:	
	signatio ployee	n: 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:	

<sup>\*</sup> The bank guarantee shall be verified through SFMS package.

7.8. Annexure 8: Self Certificate - Format for Project Citation by the Bidder
---

The details of projects executed by the Bidder:

Name of the Project & Location	
Client's Name, Contract Details Complete Address	
Brief narrative description of Project – highlighting relevant scope of work such as number of ETC Lanes, etc.	
Contract Value for the Project (in INR)	
Date of Start of Project	
Date of Completion of Project/Status of Completion	
Activities undertaken	

N.B - If the project is ongoing, bidder must clearly specify, the stages/phases/milestones

(Copies of Work orders/Contract Agreement/Client certificate to be attached along with
--

Signature & Seal:

Name:

Designation:

Bidding entity's name

Address:

Date:

#### 7.9. Annexure 9: Format for Affidavit Certifying Non-Blacklisting

(On Non-Judicial stamp paper of appropriate value)

Affidavit
I, M/s, (the name and addresses of the registered office of the Bidder(s))hereby certify and confirm that we or any of our promoters, directors are not barred or blacklisted by any state government or central government / department / agency in India from participating in projects, either individually or as member of a Consortium as or the (Not earlier than 3 days prior to the Bid Due Date).
We undertake that, in the event of us or any of our promoters/directors being blacklisted / barred at any time post the date of this affidavit, we shall intimate IHMCL of such blacklisting.
Dated thisDay of, 2020.
Name of the Bidder
Signature of the Authorised Signatory
Name of the Authorised Signatory

7.11. Annexure-10: Consortium Agreement	
DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBE CONSORTIUM	RS OF THE
[On Non-judicial stamp paper of INR 100 duly attested by notary public]	
This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] among (hereinafter referred to as "") and having office at [as Party of the First Part and (hereinafter referred as "") and [Address], as Party of the Second Part and (hereinafter referred having office at [Address], as Party of the Third Part.	Address], India, having office at
The parties are individually referred to as Party and collectively as Parties.	
WHEREAS, Indian Highways Management Company Limited (IHMCL) has issued Proposal dated [Date] (RFP) from the Applicants interested in <b>Request for</b> :	•
AND WHEREAS the Parties have had discussions for formation of a Consortium for said Project and have reached an understanding on the following points with respect rights and obligations towards each other and their working relationship.	•
AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND I FOLLOWS:	DECLARED AS
<ul> <li>i. The purpose of this Agreement is to define the principles of collaboration among</li> <li>a. Submit a response jointly to Bid for the "Request to be a consortium."</li> </ul>	
<ul><li>b. Sign Contract in case of award.</li><li>c. Provide and perform the supplies and services which would be ordered by pursuant to the Contract.</li></ul>	/ the Purchaser
ii. This Agreement shall not be construed as establishing or giving effect to any lega but not limited to, a company, a partnership, etc. It shall relate solely towards th "Request for Proposal for" for and related executive performed pursuant to the Contract and shall not extend to any other activities.	e Purchaser for
iii. The Parties shall be jointly and severally responsible and bound towards the Puperformance of the works in accordance with the terms and conditions of the BID Contract.	

iv.	(Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
a. b. c.	To ensure the technical, commercial and administrative co-ordination of the work package To lead the contract negotiations of the work package with IHMCL. The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties. In case of an award, act as channel of communication between the Purchaser and the Parties to
٧.	execute the Contract  That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
vi.	That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:
	ty A: ty B:
vii.	That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
/iii.	That this MoU shall be governed in accordance with the laws of India and courts in Maharashtra shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.
	vitness whereof the Parties affirm that the information provided is accurate and true and have sed this MoU duly executed on the date and year above mentioned.
(Pa	rty of the first part) (Party of the second part)
Witi i. ii.	ness:

#### 7.12. Annexure 11: Format for Financial Proposal

(To be submitted on in the excel format uploaded on the website)

SI.#	Particulars	Quantity (A)	Unit	Time Period (in quarters) (B)	Unit Rate (in Rs.) Excluding GST (C)	Amount (in Rs.) excluding GST  D = A * B * C (for SI # 1 to 3) D = A * C (for SI. # 4)
1	Per toll plaza Quarterly Operations & Maintenance cost for Plaza Congestion Monitoring System (PCMS) Software	650	Toll plaza	8		
2	Per toll plaza Operations & Maintenance cost Plaza Lane Queue Length Determination using existing camera system installed at NH toll plazas	500	Toll plaza	8		
3	Per toll plaza Operations & Maintenance cost Plaza Lane Queue Length Determination using new camera system installed by the CTS Vendor at NH toll plazas	150	Toll plaza	8		
4	One-time Integration cost with any other application viz. My FASTag App, Sukhad Yatra App etc. – Bidder to quote integration cost for one application	1	Lump sum	NA		
	Total (	Cost, exclu	ding GST			

P.S: The actual number of toll plazas as above may increase or decrease during project implementation. The payment shall be made on a pro-rata basis.

**Bidder Need to fill ONLY the yellow cells** 

#### 7.13. Annexure 12: Details of resources proposed

Summary of resources proposed

SI. No.	Name of the Resource	Proposed Role	Highest degree	Basic Qualification (E.g. B.E. or MCA)	Certifications (ex. PMI or Prince 2 etc.)	Total Experience (in years)

#### **Curriculum Vitae (CV) of Team Members (ONLY Project Director and Project Manager)**

1	Name:						
1.	Proposed position or role	(only one candidate	(only one candidate shall be nominated for each position)				
2.	Date of Birth		Nationality				
3.	Education		Name of School or College or University	Degree Obtained		Year of Passing	
4.	Years of experience						•
5.	Areas of Expertise and no. of years of experience in this area	(as required for the Profile)					
6.	Certifications and Trainings attended						
7.	Employment Record	Employer	Position		From	То	
		[Starting with present position and last 2 firms, list in reverse order, giving for employment: dates of employment, name of employing organization, positions held.]					

1	Name:						
8.	Detailed Tasks Assigned	(List all ta	sks to be performed under this project)				
9. Relevant Work Undertaken		Indertaken	that Best Illustrates the experience as required for the Role)				
Projec	et 1						
Name	of assignment						
Year							
Locati	on						
Emplo	yer						
Main <sub>I</sub>	oroject features						
Position	on held						
Activit	ies performed						
Project 2							
Name	of assignment						
Year							
Location							
Employer							
Main project features							
Position held							
Activit	ies performed						

#### 7.14. Annexure 15: Indicative List of Fee Plazas

SI. #	Plaza Name	Plaza Type (PF/Conc.)	RO	State
1	Manesar Toll Plaza	Conc.	Delhi	Delhi
2	IGI Toll Plaza	Conc.	Delhi	Delhi
3	Srinagar Toll Plaza	Conc.	Delhi	Delhi
4	Mahuvan Toll Plaza	Conc.	Delhi	Delhi
5	Main Plaza Village Jakhauli	PF	Delhi	Delhi
6	Maujpur	PF	Delhi	Delhi
7	Chhajju Nagar	PF	Delhi	Delhi
8	Mavikala	PF	Delhi	Delhi
9	Duhai	PF	Delhi	Delhi
10	Dasana	PF	Delhi	Delhi
11	Bilakbarpur	PF	Delhi	Delhi
12	Fatehpur Rampur	PF	Delhi	Delhi
13	Chhajarsi	PF	Delhi	Delhi
14	L&T Panipat	Conc.	Chandigarh	Haryana
15	Jat Gangaicha Toll Plaza	Conc.	Chandigarh	Haryana
16	Dighal Toll Plaza	Conc.	Chandigarh	Haryana
17	Makrauli Kalan Toll Plaza	Conc.	Chandigarh	Haryana
18	Dahar Toll Plaza	Conc.	Chandigarh	Haryana
19	Gharonda Toll Plaza	Conc.	Chandigarh	Haryana
20	Ghagghar Toll Plaza	Conc.	Chandigarh	Haryana
21	Ladowal Toll Plaza	Conc.	Chandigarh	Haryana
22	Rohad Toll Plaza	Conc.	Chandigarh	Haryana
23	Badarpur Faridabad Toll Plaza	Conc.	Delhi	Haryana
24	Madina Toll Plaza	Conc.	Chandigarh	Haryana
25	Mayar Toll Plaza	Conc.	Chandigarh	Haryana
26	Narwana	Conc.	Chandigarh	Haryana
27	Bado Patti	Conc.	Chandigarh	Haryana
28	Chaudhariwas	Conc.	Chandigarh	Haryana
29	Bhavdeen Plaza	PF	Chandigarh	Haryana
30	Khuian Malkna	PF	Chandigarh	Haryana
31	Bhagan Toll Plaza	PF	Sonepat	Haryana
32	Landhari Toll Plaza	PF	Chandigarh	Haryana
33	Thana Village Toll Plaza	PF	Chandigarh	Haryana
34	Saini Majra Toll Plaza	PF	Chandigarh	Haryana
35	Khatkar Toll Plaza	PF	#REF!	Haryana
36	Jaloli Fee Plaza	PF	Chandigarh	Haryana
37	Dolhu Nallah Fee Plaza	PF	Shimla	Himachal Pradesh
38	Bann Toll Plaza	PF	Jammu	Jammu & Kashmir
39	Mada Fee Plaza	PF	Jammu	Jammu & Kashmir
40	Thandikhui Toll Plaza	PF	Jammu	Jammu & Kashmir
41	Kachkoot Toll Plaza	PF	Jammu	Jammu & Kashmir
42	Ambala Chandigarh	Conc.	Chandigarh	Punjab

SI. #	Plaza Name	Plaza Type (PF/Conc.)	RO	State
43	Ladpalwan Toll Plaza	Conc.	Chandigarh	Punjab
44	Waryam Nangal Toll Plaza	Conc.	Chandigarh	Punjab
45	Jatl Dhilwan Toll Plaza	Conc.	Chandigarh	Punjab
46	Jatl Nijjerpura Toll Plaza	Conc.	Chandigarh	Punjab
47	Chandimandir Toll Plaza	Conc.	Chandigarh	Punjab
48	Chiddan Toll Plaza	PF	Chandigarh	Punjab
49	Bsc-C&C Kurali Toll Plaza	Conc.	Chandigarh	Punjab
50	Harsa Mansar Toll Plaza	Conc.	Chandigarh	Punjab
51	Chollang Toll Plaza	Conc.	Chandigarh	Punjab
52	Milkmajra	PF	Chandigarh	Punjab
53	Badbar	PF	Chandigarh	Punjab
54	Lehra Begga	PF	Chandigarh	Punjab
55	Kalajhar Toll Plaza	PF	Chandigarh	Punjab
56	Usma Toll Plaza	PF	Chandigarh	Punjab
57	Zidda Toll Plaza	PF	Chandigarh	Punjab
58	Dhareri Jattan Plaza	PF	Chandigarh	Punjab
59	Dharer Azizpur Toll Plaza	PF	Chandigarh	Punjab
60	Kot Karora Kalan Plaza	PF	Chandigarh	Punjab
61	Paind Toll Plaza	PF	Chandigarh	Punjab
62	Chak Bamniya Toll Plaza	PF	Chandigarh	Punjab
63	Barajore Toll Plaza	Conc.	Lucknow - West	Uttar Pradesh
64	Anantram Toll Plaza	Conc.	Lucknow - West	Uttar Pradesh
65	Niyamatpur Ekrotiya Toll Plaza	Conc.	Lucknow - West	Uttar Pradesh
66	Thiriya Khetal Toll Plaza	Conc.	Lucknow - West	Uttar Pradesh
67	Tundla Toll Plaza	Conc.	Lucknow - West	Uttar Pradesh
68	Gurau (Formerly Semra Atikabad) Toll Plaza	Conc.	Lucknow - West	Uttar Pradesh
69	Babina Toll Plaza	PF	Lucknow - West	Uttar Pradesh
70	Salemgarh Toll Plaza	Conc.	Lucknow - East	Uttar Pradesh
71	Muzaina Hetim Toll Plaza	Conc.	Lucknow - East	Uttar Pradesh
72	Tendua Toll Plaza	Conc.	Lucknow - East	Uttar Pradesh
73	Chaukadi Toll Plaza	Conc.	Lucknow - East	Uttar Pradesh
74	Mandawnagar Toll Plaza	Conc.	Lucknow - East	Uttar Pradesh
75	Nawabganj Toll Plaza	Conc.	Lucknow - East	Uttar Pradesh
76	Ahmadpur Toll Plaza	Conc.	Lucknow - East	Uttar Pradesh
77	Ronahi Toll Plaza	Conc.	Lucknow - East	Uttar Pradesh
78	Ait Toll Plaza	Conc.	Lucknow - West	Uttar Pradesh
79	Semri Toll Plaza	Conc.	Lucknow - West	Uttar Pradesh
80	Brijghat Toll Plaza	Conc.	Lucknow - West	Uttar Pradesh
81	Joya Toll Plaza	Conc.	Lucknow - West	Uttar Pradesh
82	Itaunja Toll Plaza	Conc.	Lucknow - East	Uttar Pradesh
83	Khairabad Toll Plaza	Conc.	Lucknow - East	Uttar Pradesh
84	Katoghan Toll Plaza	PF	Lucknow - West	Uttar Pradesh
85	Kokhraj (Sirohi) Toll Plaza	Conc.	Lucknow - East	Uttar Pradesh

SI. #	Plaza Name	Plaza Type (PF/Conc.)	RO	State
86	Handiya (Sujala ) Toll Plaza	Conc.	Lucknow - East	Uttar Pradesh
87	Nawabganj Toll Plaza	Conc.	Lucknow - East	Uttar Pradesh
88	Soraon Toll Plaza	Conc.	Lucknow - East	Uttar Pradesh
89	Sahson Toll Plaza	Conc.	Lucknow - East	Uttar Pradesh
90	Lalanagar Toll Plaza	PF	Lucknow - East	Uttar Pradesh
91	Madrak Toll Plaza	Conc.	Lucknow - West	Uttar Pradesh
92	Baros Toll Plaza	Conc.	Lucknow - West	Uttar Pradesh
93	Badauri Toll Plaza	PF	Lucknow - West	Uttar Pradesh
94	Aliyapur Toll Plaza	Conc.	Lucknow - West	Uttar Pradesh
95	Khanna Toll Plaza	Conc.	Lucknow - West	Uttar Pradesh
96	Sivaya Toll Plaza	Conc.	Lucknow - West	Uttar Pradesh
97	Luharli Toll Plaza	Conc.	Lucknow - West	Uttar Pradesh
98	Gabhana Tollplaza	Conc.	Lucknow - West	Uttar Pradesh
99	Nuruddinpur Toll Plaza	PF	Lucknow - East	Uttar Pradesh
100	Kunwarpur	PF	Lucknow - East	Uttar Pradesh
101	Raibha Toll Plaza	PF	Lucknow - West	Uttar Pradesh
102	Aaini Toll Plaza	PF	Lucknow - East	Uttar Pradesh
103	ALEP Ramp Plaza 108	PF	Lucknow - East	Uttar Pradesh
104	ALEP Ramp Plaza 284	PF	Lucknow - East	Uttar Pradesh
105	ALEP Ramp Plaza 204	PF	Lucknow - East	Uttar Pradesh
106	ALEP Ramp Plaza 269	PF	Lucknow - East	Uttar Pradesh
107	ALEP Ramp plaza 101	PF	Lucknow - East	Uttar Pradesh
108	Chamari Toll Plaza	PF	Lucknow - West	Uttar Pradesh
109	Dakhina Shekpur Toll Plaza	PF	Lucknow - East	Uttar Pradesh
110	Vighakhet Toll Plaza	PF	Lucknow - West	Uttar Pradesh
111	Harro Toll Plaza Near Ganne	PF	Lucknow - East	Uttar Pradesh
112	Sahahbpur	PF	Lucknow - East	Uttar Pradesh
113	Nainsar	PF	Lucknow - East	Uttar Pradesh
114	Hadwa	PF	Lucknow - East	Uttar Pradesh
115	Akshda	PF	Lucknow - East	Uttar Pradesh
116	Mohammad Ibrahimpur	PF	Lucknow - West	Uttar Pradesh
117	Belon	PF	Lucknow - West	Uttar Pradesh
118	Amdi Fee Plaza	PF	Lucknow - East	Uttar Pradesh
119	Chapwa	PF	Lucknow - East	Uttar Pradesh
120	Amreha	PF	Lucknow - East	Uttar Pradesh
121	Mungari	PF	Lucknow - East	Uttar Pradesh
122	Pidhi Toll Plaza	PF	Lucknow - East	Uttar Pradesh
123	Andiyari	Conc.	Lucknow - East	Uttar Pradesh
124	Aindhi Toll Plaza	PF	Lucknow - East	Uttar Pradesh
125	Naini Toll Plaza	PF	Lucknow - West	Uttar Pradesh
126	Bharatkhund	PF	Lucknow - East	Uttar Pradesh
127	Sabli Toll Plaza	PF	Lucknow - West	Uttar Pradesh
128	Deoria Toll Plaza	Conc.	Dehradun	Uttarakhand
129	Banushi	PF	Dehradun	Uttarakhand

SI. #	Plaza Name	Plaza Type (PF/Conc.)	RO	State
130	L&T Vadodra	Conc.	Gandhinagar	Gujarat
131	IRB Boriach	Conc.	Gandhinagar	Gujarat
132	IRB Charoti	Conc.	Gandhinagar	Gujarat
133	IRB Bhagwada	Conc.	Gandhinagar	Gujarat
134	IRB Choryasi	Conc.	Gandhinagar	Gujarat
135	Ahmedabad Toll Plaza	Conc.	Gandhinagar	Gujarat
136	Ahmedabad (Ring Road) Toll Plaza	Conc.	Gandhinagar	Gujarat
137	Nadiad Toll Plaza	Conc.	Gandhinagar	Gujarat
138	Anand Toll Plaza	Conc.	Gandhinagar	Gujarat
139	Vadodara Toll Plaza	Conc.	Gandhinagar	Gujarat
140	Kheda	Conc.	Gandhinagar	Gujarat
141	Vasad	Conc.	Gandhinagar	Gujarat
142	Vantada Toll Plaza	PF	Gandhinagar	Gujarat
143	Kathpur Toll Plaza	PF	Gandhinagar	Gujarat
144	Pithai Toll Plaza	Conc.	Gandhinagar	Gujarat
145	Vavadi Toll Plaza	Conc.	Gandhinagar	Gujarat
146	Khaniwade Toll Plaza	Conc.	Gandhinagar	Gujarat
147	Pithadiya Toll Plaza	Conc.	Gandhinagar	Gujarat
148	Bharudi Toll Plaza	Conc.	Gandhinagar	Gujarat
149	Bhatwada Toll Plaza	Conc.	Gandhinagar	Gujarat
150	Khemana Toll Plaza	PF	Gandhinagar	Gujarat
151	Varahi Toll Plaza	Conc.	Gandhinagar	Gujarat
152	Makhel Toll Plaza	Conc.	Gandhinagar	Gujarat
153	Bhiladi Toll Plaza	Conc.	Gandhinagar	Gujarat
154	Bhalgam Toll Plaza	Conc.	Gandhinagar	Gujarat
155	Surajbari Toll Plaza	Conc.	Gandhinagar	Gujarat
156	Vaghasiya Toll Plaza	Conc.	Gandhinagar	Gujarat
157	Vanana Toll Plaza	Conc.	Gandhinagar	Gujarat
158	Dhumiyani Toll Plaza	Conc.	Gandhinagar	Gujarat
159	Samakhiali	Conc.	Gandhinagar	Gujarat
160	Undvariya Toll Plaza	PF	Gandhinagar	Gujarat
161	Bhatia Toll Plaza	Conc.	Gandhinagar	Gujarat
162	Mandal Toll Plaza	Conc.	Gandhinagar	Gujarat
163	Mokha Toll Plaza	Conc.	Gandhinagar	Gujarat
164	Mandva Toll Plaza (Narmada Bridge)	PF	Gandhinagar	Gujarat
165	Gadoi Toll Plaza	PF	Gandhinagar	Gujarat
166	Dari Toll Plaza	PF	Gandhinagar	Gujarat
167	Nandgaon Toll Plaza	Conc.	Nagpur	Maharashtra
168	Mansar Toll Plaza	Conc.	Nagpur	Maharashtra
169	Kamptee Kanhan Bypass Check Toll Plaza	Conc.	Nagpur	Maharashtra
170	Nagpur Bypass Check Toll Plaza	Conc.	Nagpur	Maharashtra
171	Borkhedi Toll Plaza	Conc.	Nagpur	Maharashtra
172	Karanja Toll Plaza	Conc.	Nagpur	Maharashtra

SI. #	Plaza Name	Plaza Type (PF/Conc.)	RO	State
173	Tasawade Toll Plaza	Conc.	Mumbai	Maharashtra
174	Kini Toll Plaza	Conc.	Mumbai	Maharashtra
175	Sawaleshwar Toll Plaza	Conc.	Mumbai	Maharashtra
176	Varwade Toll Plaza	Conc.	Mumbai	Maharashtra
177	Gondkhairi Plaza	Conc.	Nagpur	Maharashtra
178	Patas Plaza	Conc.	Mumbai	Maharashtra
179	Sardewadi Plaza	Conc.	Mumbai	Maharashtra
180	Anewadi Toll Plaza	Conc.	Mumbai	Maharashtra
181	Khed-Shivapur Toll Plaza	Conc.	Mumbai	Maharashtra
182	Daroada	PF	Nagpur	Maharashtra
183	Mathni	Conc.	Nagpur	Maharashtra
184	Sendurwafa Toll Plaza	Conc.	Nagpur	Maharashtra
185	Shirpur	Conc.	Nagpur	Maharashtra
186	Songir	Conc.	Nagpur	Maharashtra
187	Chandwad Toll Plaza	Conc.	Mumbai	Maharashtra
188	Laling Toll Plaza	Conc.	Mumbai	Maharashtra
189	Baswant Toll Plaza	PF	Mumbai	Maharashtra
190	Ghoti Toll Plaza	Conc.	Mumbai	Maharashtra
191	Arjunalli Toll Plaza	Conc.	Mumbai	Maharashtra
192	Khambara Toll Plaza	PF	Nagpur	Maharashtra
193	Patanswangi Toll Plaza	PF	Nagpur	Maharashtra
194	Tamalwadi Toll Plaza	Conc.	Mumbai	Maharashtra
195	Yedashi Toll Plaza	Conc.	Mumbai	Maharashtra
196	Pargaon Tp	Conc.	Nagpur	Maharashtra
197	Padalshingi Tp	Conc.	Nagpur	Maharashtra
198	Maliwadi Tp	Conc.	Nagpur	Maharashtra
199	Dhoki	PF	Mumbai	Maharashtra
200	Dumbarwadi	PF	Mumbai	Maharashtra
201	Husnapur	PF	Nagpur	Maharashtra
202	Hiwargaon Pavasa	Conc.	Mumbai	Maharashtra
203	Milanpur Toll Plaza	PF	Nagpur	Maharashtra
204	Ashiv Fee Plaza	PF	Nagpur	Maharashtra
205	Haladgao Toll Plaza	PF	Nagpur	Maharashtra
206	Kelapur	PF	Nagpur	Maharashtra
207	Phulwadi Toll Plaza	Conc.	Mumbai	Maharashtra
208	Talmod Toll Plaza	Conc.	Mumbai	Maharashtra
209	Chalakwadi Toll Plaza	Conc.	Mumbai	Maharashtra
210	Badewadi	PF	Mumbai	Maharashtra
211	Gegal	Conc.	Jaipur	Rajasthan
212	Pipalaz	Conc.	Jaipur	Rajasthan
213	Jaipur Plaza	Conc.	Jaipur	Rajasthan
214	Kishangarh Plaza	Conc.	Jaipur	Rajasthan
215	Shahjahanpur Toll Plaza	Conc.	Jaipur	Rajasthan
216	Manoharpura Toll Plaza	Conc.	Jaipur	Rajasthan

SI. #	Plaza Name	Plaza Type (PF/Conc.)	RO	State
217	Daulatpura Toll Plaza	Conc.	Jaipur	Rajasthan
218	Jojro Ka Kheda Toll Plaza	Conc.	Jaipur	Rajasthan
219	Narayanpura Toll Plaza	Conc.	Jaipur	Rajasthan
220	Khandi Obri Toll Plaza	Conc.	Jaipur	Rajasthan
221	Korai Toll Plaza	Conc.	Jaipur	Rajasthan
222	Barkheda Toll Plaza	Conc.	Jaipur	Rajasthan
223	Sonwa Toll Plaza	Conc.	Jaipur	Rajasthan
224	Tatiawas Toll Plaza	Conc.	Jaipur	Rajasthan
225	Similiya	PF	Jaipur	Rajasthan
226	Fatehpur	PF	Jaipur	Rajasthan
227	Malera	PF	Jaipur	Rajasthan
228	Gogunda	PF	Jaipur	Rajasthan
229	Ludhwai Toll Plaza	Conc.	Jaipur	Rajasthan
230	Amoli Toll Plaza	Conc.	Jaipur	Rajasthan
231	Sikandra Toll Plaza	Conc.	Jaipur	Rajasthan
232	Rajadhok Toll Plaza	Conc.	Jaipur	Rajasthan
233	Raipur	Conc.	Jaipur	Rajasthan
234	Indranagar	Conc.	Jaipur	Rajasthan
235	Birami	Conc.	Jaipur	Rajasthan
236	Uthman	Conc.	Jaipur	Rajasthan
237	Methoon Toll Plaza	PF	Jaipur	Rajasthan
238	Kishorepura Toll Plaza	Conc.	Jaipur	Rajasthan
239	Mandawara Toll Plaza	Conc.	Jaipur	Rajasthan
240	Negadiya Toll Plaza	Conc.	Jaipur	Rajasthan
241	Rupakheda Toll Plaza	Conc.	Jaipur	Rajasthan
242	Mujras Toll Plaza	Conc.	Jaipur	Rajasthan
243	Doli Toll Plaza	PF	Jaipur	Rajasthan
244	Lasedi	Conc.	Jaipur	Rajasthan
245	Dhadhar	Conc.	Jaipur	Rajasthan
246	Sobhasar	Conc.	Jaipur	Rajasthan
247	Banthri	PF	Jaipur	Rajasthan
248	Tamdoli	PF	Jaipur	Rajasthan
249	Lambiya Kalan	Conc.	Jaipur	Rajasthan
250	Khedi	Conc.	Jaipur	Rajasthan
251	Kondar	PF	Jaipur	Rajasthan
252	Chilla Chond	PF	Jaipur	Rajasthan
253	Nimbayani	PF	Jaipur	Rajasthan
254	Kota Bypass Toll Plaza	PF	Jaipur	Rajasthan
255	Nimbasar	PF	Jaipur	Rajasthan
256	Kair Fakir Ki Dhani Toll Plaza	PF	Jaipur	Rajasthan
257	Nekawala	PF	Jaipur	Rajasthan
258	Salasar Toll Plaza	Conc.	Jaipur	Rajasthan
259	Nokhra Toll Plaza	Conc.	Jaipur	Rajasthan
260	Kheerwa Toll Plaza	Conc.	Jaipur	Rajasthan

SI. #	Plaza Name	Plaza Type (PF/Conc.)	RO	State
261	Hathitala Toll Plaza	PF	Jaipur	Rajasthan
262	Bor Charnan Toll Plaza	PF	Jaipur	Rajasthan
263	Rajora Khurd	PF	Jaipur	Rajasthan
264	Nimbi Jodha	PF	Jaipur	Rajasthan
265	Harimma	PF	Jaipur	Rajasthan
266	Para Plaza	PF	Jaipur	Rajasthan
267	Limdi Toll Plaza	PF	Jaipur	Rajasthan
268	Netra	PF	Jaipur	Rajasthan
269	Tankala	PF	Jaipur	Rajasthan
270	Gumanpura	PF	Jaipur	Rajasthan
271	Jasnathnagar	PF	Jaipur	Rajasthan
272	Khanori	PF	Jaipur	Rajasthan
273	Khachrol	PF	Jaipur	Rajasthan
274	Leelamba Plaza	PF	Jaipur	Rajasthan
275	Lathi	PF	Jaipur	Rajasthan
276	Ramdevara	PF	Jaipur	Rajasthan
277	Akhepura	PF	Jaipur	Rajasthan
278	Mandana Toll Plaza	PF	Jaipur	Rajasthan
279	Hanumangarh	PF	Jaipur	Rajasthan
280	Bassi	PF	Jaipur	Rajasthan
281	Aroli	PF	Jaipur	Rajasthan
282	Dhaneshwar	PF	Jaipur	Rajasthan
283	Morani	PF	#REF!	Rajasthan
284	Titoli	Conc.	Jaipur	Rajasthan
285	Rabawata	Conc.	Jaipur	Rajasthan
286	Pahammawlein Toll Plaza	PF	Guwahati	Assam
287	Pasyih	PF	Guwahati	Assam
288	Lomshinong	PF	Guwahati	Assam
289	Diengpasoh Toll Plaza	PF	Guwahati	Assam
290	Dahalapara	PF	Guwahati	Assam
291	Patgaon Toll Plaza	PF	Guwahati	Assam
292	Mikirati Hawgaon Toll Plaza	PF	Guwahati	Assam
293	Daffi Toll Plaza	Conc.	Patna	Bihar
294	Mohania Toll Plaza	Conc.	Patna	Bihar
295	Sasaram Toll Plaza	Conc.	Patna	Bihar
296	Saukala Toll Plaza	PF	Patna	Bihar
297	Hariabara	Conc.	Patna	Bihar
298	Asanpur Toll Plaza	Conc.	Patna	Bihar
299	Maithi	Conc.	Patna	Bihar
300	Parsoni Khem	PF	Patna	Bihar
301	Maranga	PF	Patna	Bihar
302	Barsoni Toll Plaza	PF	Patna	Bihar
303	Balgudar Toll Plaza	PF	Patna	Bihar
304	Raje Toll Plaza (T-2)	Conc.	Patna	Bihar

SI. #	Plaza Name	Plaza Type (PF/Conc.)	RO	State
305	Runni Shaidpur Toll Plaza	PF	Patna	Bihar
306	Murlitol	Conc.	Patna	Bihar
307	Mahant Maniyari	Conc.	Patna	Bihar
308	Didarganj	Conc.	Patna	Bihar
309	Saidpur Patedha	PF	Patna	Bihar
310	Kharik	PF	Patna	Bihar
311	Sonho Fee Plaza	PF	Patna	Bihar
312	Pokhraira Fee Plaza	PF	Patna	Bihar
313	Chapraitha Fee Plaza	PF	Patna	Bihar
314	Brindawan Fee Plaza	PF	Patna	Bihar
315	Durg Bypass	Conc.	Raipur	Chhattisgarh
316	Thakurtolla Toll Plaza	Conc.	Raipur	Chhattisgarh
317	Chhuhipali Toll Plaza	Conc.	Raipur	Chhattisgarh
318	Dhank Toll Plaza	Conc.	Raipur	Chhattisgarh
319	Lakholi Toll Plaza	Conc.	Raipur	Chhattisgarh
320	Jagtara	PF	Raipur	Chhattisgarh
321	Mashora	PF	Raipur	Chhattisgarh
322	Badaiyiguda	PF	Raipur	Chhattisgarh
323	Mudhipar Toll Plaza	PF	Raipur	Chhattisgarh
324	Bhojpuri Toll Plaza	PF	#REF!	Chhattisgarh
325	Kumhari	PF	Raipur	Chhattisgarh
326	Rasoiya Dhamna Toll Plaza	PF	Ranchi	Jharkhand
327	Hazaribagh-Ranchi Expressway (Pundag)	PF	Ranchi	Jharkhand
328	Tand Balidih	PF	Ranchi	Jharkhand
329	Ghanghri Toll Plaza	PF	Ranchi	Jharkhand
330	Sosokhurd	PF	Ranchi	Jharkhand
331	Navasari	PF	Ranchi	Jharkhand
332	Kokpara Toll Plaza	PF	Ranchi	Jharkhand
333	Brajrajnagar Toll Plaza	PF	Ranchi	Jharkhand
334	Kothiya	PF	Ranchi	Jharkhand
335	Khalghat Toll Plaza	Conc.	Bhopal	Madhya Pradesh
336	Choundha	Conc.	Bhopal	Madhya Pradesh
337	Baretha Or Jajau	Conc.	Bhopal	Madhya Pradesh
338	Mehra	Conc.	Bhopal	Madhya Pradesh
339	Malthone	Conc.	Bhopal	Madhya Pradesh
340	Chitora	Conc.	Bhopal	Madhya Pradesh
341	Titarpani	Conc.	Bhopal	Madhya Pradesh
342	Ramnagar	PF	Bhopal	Madhya Pradesh
343	Raksha	PF	Bhopal	Madhya Pradesh
344	Guna	Conc.	Bhopal	Madhya Pradesh
345	Jamli Toll Pllaza	Conc.	Bhopal	Madhya Pradesh
346	Idtl Toll Plaza-A	Conc.	Bhopal	Madhya Pradesh
347	ldtl Toll Plaza-B	Conc.	Bhopal	Madhya Pradesh

SI. #	Plaza Name	Plaza Type (PF/Conc.)	RO	State
348	Mundiyar	PF	Bhopal	Madhya Pradesh
349	Jungawani	PF	Bhopal	Madhya Pradesh
350	Jaitpur	PF	Bhopal	Madhya Pradesh
351	Sonway Toll Plaza	Conc.	Bhopal	Madhya Pradesh
352	Panihar	Conc.	Bhopal	Madhya Pradesh
353	Mud Kheda	Conc.	Bhopal	Madhya Pradesh
354	Pagara Toll Plaza	Conc.	Bhopal	Madhya Pradesh
355	Jogipur Toll Plaza	Conc.	Bhopal	Madhya Pradesh
356	Purankhedi Toll Plaza	Conc.	Bhopal	Madhya Pradesh
357	Methwada	Conc.	Bhopal	Madhya Pradesh
358	Dattigaon	Conc.	Bhopal	Madhya Pradesh
359	Chapra New Delhi	Conc.	Bhopal	Madhya Pradesh
360	Rojwas	Conc.	Bhopal	Madhya Pradesh
361	Khadda	PF	Bhopal	Madhya Pradesh
362	Sonvarsha	PF	Bhopal	Madhya Pradesh
363	Allonia	PF	Bhopal	Madhya Pradesh
364	Mungwari	PF	Bhopal	Madhya Pradesh
365	Odaki Pipkhar	PF	Bhopal	Madhya Pradesh
366	Kherwasani	PF	Bhopal	Madhya Pradesh
367	Pathoroundi	PF	Bhopal	Madhya Pradesh
368	Majhgawan	PF	Bhopal	Madhya Pradesh
369	Shadol/Dhuwar	PF	Bhopal	Madhya Pradesh
370	Saliwada	PF	Bhopal	Madhya Pradesh
371	Pandutala	PF	Bhopal	Madhya Pradesh
372	Mohtara Toll Plaza	PF	Bhopal	Madhya Pradesh
373	Ujara	PF	Bhopal	Madhya Pradesh
374	Bakori	Conc.	Bhopal	Madhya Pradesh
375	Kelwad	PF	Bhopal	Madhya Pradesh
376	Chikhalikala	PF	Bhopal	Madhya Pradesh
377	Fulara	PF	#REF!	Madhya Pradesh
378	Madai Fee Plaza	PF	Bhopal	Madhya Pradesh
379	Sehatganj	PF	Bhopal	Madhya Pradesh
380	Bahoripar Fee Plaza	PF	Bhopal	Madhya Pradesh
381	Sergarh Toll Plaza	PF	Bhubaneswar	Odisha
382	Manguli Toll Plaza	Conc.	Bhubaneswar	Odisha
383	Gudipada Or Gangapada Toll Plaza	PF	Bhubaneswar	Odisha
384	Gurapali	PF	Bhubaneswar	Odisha
385	Sambalpur Baragarh Tollways	Conc.	Bhubaneswar	Odisha
386	Hasanpur	Conc.	Bhubaneswar	Odisha
387	Kantaghar	Conc.	Bhubaneswar	Odisha
388	Banajodi	Conc.	Bhubaneswar	Odisha
389	Srirampur Toll Plaza	PF	Bhubaneswar	Odisha
390	Panikoili Toll Plaza	PF	Bhubaneswar	Odisha
391	Pipili	PF	Bhubaneswar	Odisha

SI. #	Plaza Name	Plaza Type (PF/Conc.)	RO	State
392	Brajarajnagar (Nuadeeh)	PF	Bhubaneswar	Odisha
393	Laxamannath Plaza	Conc.	Kolkata	West Bengal
394	Rampura Plaza	Conc.	Kolkata	West Bengal
395	Rajchandrapur Toll Plaza	Conc.	Kolkata	West Bengal
396	Jaladhulagori Toll Plaza	Conc.	Kolkata	West Bengal
397	Debra Toll Plaza	Conc.	Kolkata	West Bengal
398	Paschim Madati	PF	Kolkata	West Bengal
399	Sonapetya	Conc.	Kolkata	West Bengal
400	Beliyad Toll Plaza	Conc.	Kolkata	West Bengal
401	Chandermore Plaza	Conc.	Kolkata	West Bengal
402	Shibpur Plaza	Conc.	Kolkata	West Bengal
403	18th Mile Toll Plaza	Conc.	Kolkata	West Bengal
404	Gazole Toll Plaza	Conc.	Kolkata	West Bengal
405	Banskopa Plaza	Conc.	Kolkata	West Bengal
406	Palsit	PF	Kolkata	West Bengal
407	Dankuni	PF	Kolkata	West Bengal
408	Surjapur	PF	Kolkata	West Bengal
409	Guabari Toll Plaza	PF	Kolkata	West Bengal
410	Km 267.250 Of NH 60	PF	Kolkata	West Bengal
411	Km 801.120 Of NH 31	PF	Kolkata	West Bengal
412	Km 114.430 Of NH 117	PF	Kolkata	West Bengal
413	Km 9.640 Of NH 2	PF	Kolkata	West Bengal
414	Km 74.49 of NH 48	PF	Kolkata	West Bengal
415	Km 117.050 of NH 31 C	PF	Kolkata	West Bengal
416	Km 14.550 of NH 60 A	PF	Kolkata	West Bengal
417	Sali Bamandanga	PF	Kolkata	West Bengal
418	Amakthadu Toll Plaza	PF	Vijayawada	Andhra Pradesh
419	Kasepalli Toll Plaza	PF	Vijayawada	Andhra Pradesh
420	Marur Toll Plaza	PF	Vijayawada	Andhra Pradesh
421	Sullurpet Plaza (NH- 16), (Old NH-5)	Conc.	Vijayawada	Andhra Pradesh
422	Budhanam Plaza (NH- 16),(Old NH-5)	Conc.	Vijayawada	Andhra Pradesh
423	Nellore Plaza (NH 16), (Old NH-5)	Conc.	Vijayawada	Andhra Pradesh
424	Keesara Plaza (NH-65), (Old NH-9)	Conc.	Vijayawada	Andhra Pradesh
425	Kaza Toll Plaza Mangalgiri	Conc.	Vijayawada	Andhra Pradesh
426	Bellupada	Conc.	Vijayawada	Andhra Pradesh
427	Madapam	PF	Vijayawada	Andhra Pradesh
428	- Chilakpelam	PF	Vijayawada	Andhra Pradesh
429	Nathavalasa	PF	Vijayawada	Andhra Pradesh
430	Agnampadi	PF	Vijayawada	Andhra Pradesh
431	Vempadu	Conc.	Vijayawada	Andhra Pradesh
432	Krishnavaram	Conc.	Vijayawada	Andhra Pradesh
433	Kalaparru	PF	Vijayawada	Andhra Pradesh
434	Bollapalli Toll Plaza	Conc.	Vijayawada	Andhra Pradesh
435	Tangatur Toll Plaza	Conc.	Vijayawada	Andhra Pradesh

SI. #	Plaza Name	Plaza Type (PF/Conc.)	RO	State
436	Musunur Toll Plaza	Conc.	Vijayawada	Andhra Pradesh
437	Panchvati Colony(Vishakapatnam Port Connectivity)	Conc.	Vijayawada	Andhra Pradesh
438	Laxmipuram	Conc.	Vijayawada	Andhra Pradesh
439	Palempalli Toll Plaza	Conc.	Vijayawada	Andhra Pradesh
440	Chagalmarri Toll Plaza	Conc.	Vijayawada	Andhra Pradesh
441	Unguturu Toll Plaza	Conc.	Vijayawada	Andhra Pradesh
442	Eethakota At Km.946.300	Conc.	Vijayawada	Andhra Pradesh
443	Nannur	Conc.	Vijayawada	Andhra Pradesh
444	Mekalavaripalli	PF	Vijayawada	Andhra Pradesh
445	Raviguntapalli	PF	Vijayawada	Andhra Pradesh
446	Chinthalapalem Toll Plaza	PF	Vijayawada	Andhra Pradesh
447	Rapur Toll Plaza	PF	Vijayawada	Andhra Pradesh
448	Badava	PF	Vijayawada	Andhra Pradesh
449	Bhramanapalli	PF	Vijayawada	Andhra Pradesh
450	Durgamvaripalli Toll Plaza	PF	Vijayawada	Andhra Pradesh
451	Pottipadu	PF	Vijayawada	Andhra Pradesh
452	Chapirevula	PF	Vijayawada	Andhra Pradesh
453	Davaluru	PF	Vijayawada	Andhra Pradesh
454	Basapuram	PF	Vijayawada	Andhra Pradesh
455	Halaharvi	PF	Vijayawada	Andhra Pradesh
456	Millampali	PF	Vijayawada	Andhra Pradesh
457	Gollaprolu	PF	Vijayawada	Andhra Pradesh
458	D C Palli	PF	Vijayawada	Andhra Pradesh
459	Buchireddypalem	PF	Vijayawada	Andhra Pradesh
460	Goshtani Gate Of Navy(Vishakapatnam Port Connectivity)	Conc.	#REF!	Andhra Pradesh
461	Chinaganjam Fee Plaza	PF	Vijayawada	Andhra Pradesh
462	Raha	PF	Vijayawada	Andhra Pradesh
463	Vanagiri	Conc.	Bangalore	Karnataka
464	Shahapur	Conc.	Bangalore	Karnataka
465	Hitnal	Conc.	Bangalore	Karnataka
466	Karjeevanhally Toll Plaza	Conc.	Bangalore	Karnataka
467	Guilalu Toll Plaza	Conc.	Bangalore	Karnataka
468	Electronic City Phase 1	Conc.	Bangalore	Karnataka
469	Attibele Toll Plaza	Conc.	Bangalore	Karnataka
470	Bijapur Toll Plaza	Conc.	Bangalore	Karnataka
471	Nagarhalla Toll Plaza	Conc.	Bangalore	Karnataka
472	Kognoli	PF	Bangalore	Karnataka
473	Hattargi	PF	Bangalore	Karnataka
474	Hirebgewadi Toll Plaza	Conc.	Bangalore	Karnataka
475	Bankapur	PF	Bangalore	Karnataka
476	Chalageri	PF	Bangalore	Karnataka
477	Hebbalu	PF	Bangalore	Karnataka
478	Kulumapalya Toll Plaza	Conc.	Bangalore	Karnataka

SI. #	Plaza Name	Plaza Type (PF/Conc.)	RO	State
479	Chokkenahalli Toll Plaza	Conc.	Bangalore	Karnataka
480	Plaza 1 @ Km 14+825	Conc.	Bangalore	Karnataka
481	Devanahalli Toll Plaza	Conc.	Bangalore	Karnataka
482	Bagepalli Toll Plaza	PF	Bangalore	Karnataka
483	Nelamangala Toll Plaza	Conc.	Bangalore	Karnataka
484	Bellur Toll Plaza	Conc.	Bangalore	Karnataka
485	Hoskote Toll Plaza	Conc.	Bangalore	Karnataka
486	Mulbagal Toll Plaza	Conc.	Bangalore	Karnataka
487	Shantigrama Toll Plaza	Conc.	Bangalore	Karnataka
488	Kadabhalli (Kirasave) Toll Plaza	Conc.	Bangalore	Karnataka
489	Nangli Toll Plaza	Conc.	Bangalore	Karnataka
490	Sasthan Toll Plaza	Conc.	Bangalore	Karnataka
491	Hejamadi Toll Plaza	Conc.	Bangalore	Karnataka
492	Talapady Toll Plaza	Conc.	Bangalore	Karnataka
493	Kamkole	Conc.	Bangalore	Karnataka
494	Kannole	PF	Bangalore	Karnataka
495	Harwal	PF	Bangalore	Karnataka
496	Mangalgi	Conc.	Bangalore	Karnataka
497	Brahamarakotlu	PF	Bangalore	Karnataka
498	Yeddore	PF	Bangalore	Karnataka
499	Kannegala	PF	Bangalore	Karnataka
500	K N Huindy	PF	Bangalore	Karnataka
501	Belekeri	Conc.	Bangalore	Karnataka
502	Holgegadde	Conc.	Bangalore	Karnataka
503	Surathkal Toll Plaza	PF	Bangalore	Karnataka
504	Shirur	Conc.	Bangalore	Karnataka
505	Paliyekkara Toll Plaza	Conc.	Kerala	Kerala
506	Kumbalam Toll Plaza	Conc.	Kerala	Kerala
507	Pampampallam Toll Plaza	Conc.	Kerala	Kerala
508	Poonarimangalam	PF	Kerala	Kerala
509	Sriperumbadur	PF	Chennai	Tamil Nadu
510	Chennasamaduram	PF	Chennai	Tamil Nadu
511	Vikkravandi Toll Plaza	Conc.	Chennai	Tamil Nadu
512	Sengurichi Toll Plaza	Conc.	Madurai	Tamil Nadu
513	Thirumandurai Toll Plaza	Conc.	Madurai	Tamil Nadu
514	Surapattu Toll Plaza	PF	Chennai	Tamil Nadu
515	Vanagaram Toll Plaza	PF	Chennai	Tamil Nadu
516	Kappalur	PF	Madurai	Tamil Nadu
517	Nanguneri	PF	Madurai	Tamil Nadu
518	Omalur Toll Plaza	Conc.	Chennai	Tamil Nadu
519	Samayapuram Toll Plaza	Conc.	Madurai	Tamil Nadu
520	Vijayamangalam Toll Plaza	Conc.	Chennai	Tamil Nadu
521	Vaiguntham Toll Plaza	Conc.	Chennai	Tamil Nadu
522	Ponnambalapatti Plaza	Conc.	Madurai	Tamil Nadu

SI. #	Plaza Name	Plaza Type (PF/Conc.)	RO	State
523	Kozhinjiipatti Plaza	Conc.	Madurai	Tamil Nadu
524	Rasampalayam Plaza	Conc.	Chennai	Tamil Nadu
525	Mettupatti Plaza	Conc.	Chennai	Tamil Nadu
526	Nathakkarai Plaza	Conc.	Chennai	Tamil Nadu
527	Veeracholapuram Plaza	Conc.	Chennai	Tamil Nadu
528	Thiruparaithurai Plaza	Conc.	Chennai	Tamil Nadu
529	Manavasi Plaza	Conc.	Chennai	Tamil Nadu
530	Krishnagiri Plaza	Conc.	Chennai	Tamil Nadu
531	Vaniyambadi Toll Plaza	Conc.	Chennai	Tamil Nadu
532	Pallikonda Toll Plaza	Conc.	Chennai	Tamil Nadu
533	Nallur Toll Plaza	PF	Chennai	Tamil Nadu
534	L&T Krishnagiri Thopur Toll Plaza	Conc.	Chennai	Tamil Nadu
535	Velanchettiyur	Conc.	Madurai	Tamil Nadu
536	Athur	PF	Chennai	Tamil Nadu
537	Valvanthankottai	Conc.	Madurai	Tamil Nadu
538	Elliyarpathy	Conc.	Madurai	Tamil Nadu
539	Pudurpandiyapuram	Conc.	Madurai	Tamil Nadu
540	Pondicherry Tindivanam Toll Plaza	Conc.	Chennai	Tamil Nadu
541	Vagaikulam Toll Plaza	PF	Madurai	Tamil Nadu
542	IVRCL Chengapally Tollways Limited	Conc.	Chennai	Tamil Nadu
543	S.V Puram Toll Plaza	PF	Chennai	Tamil Nadu
544	Pattarai Toll Plaza	PF	Chennai	Tamil Nadu
545	Shenbagampettai Toll Plaza	PF	Madurai	Tamil Nadu
546	Palaya Gandharvakottai Toll Plaza	PF	Madurai	Tamil Nadu
547	Salaipudur	PF	Madurai	Tamil Nadu
548	Paranur	PF	Chennai	Tamil Nadu
549	Lembalakudi	PF	Madurai	Tamil Nadu
550	Lechchumanapatti	PF	Madurai	Tamil Nadu
551	Chittampatti	PF	Madurai	Tamil Nadu
552	Boothakudi	PF	Madurai	Tamil Nadu
553	Etturvattam	PF	Madurai	Tamil Nadu
554	Mathur Toll Plaza	PF	Chennai	Tamil Nadu
555	Tirupachethi	PF	Madurai	Tamil Nadu
556	Bogalur	PF	Madurai	Tamil Nadu
557	Pantangi	Conc.	Hyderabad	Telangana
558	Koralaphad	Conc.	Hyderabad	Telangana
559	Chillakallu	Conc.	Hyderabad	Telangana
560	Raikal Toll Plaza	Conc.	Hyderabad	Telangana
561	Guduru Toll Plaza	Conc.	Hyderabad	Telangana
562	Rolmamda	PF	Hyderabad	Telangana
563	Gamjal	PF	Hyderabad	Telangana
564	Indalwai	Conc.	Hyderabad	Telangana
565	Sakapur Toll Plaza	Conc.	Hyderabad	Telangana
566	Pullur	PF	Hyderabad	Telangana

SI. #	Plaza Name	Plaza Type (PF/Conc.)	RO	State
567	Chinthapally	PF	Hyderabad	Telangana
568	Kadthal	PF	Hyderabad	Telangana
569	Pippalwada	PF	Hyderabad	Telangana
570	Bhiknoor Toll Plaza	PF	Hyderabad	Telangana
571	Manoharabad	PF	Hyderabad	Telangana
572	Konetipuram	PF	Hyderabad	Telangana
573	Muthojipet	PF	Hyderabad	Telangana
574	Dilawarpur Fee Plaza	PF	Hyderabad	Telangana

# 7.15. Annexure 16: Summary of Project Experience Submitted by Bidder

	Name of Bidde	er	<del>-</del>				
SI. 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 TQ - B1							

For E	For Experience TQ - B2						
For E	For Experience PQ						

7.16.	Annexure 17: Pre-bid Query Format
	(To be submitted in Excel Format ONLY)
	670.00
Name	of Bidder:

SI#	Ref to RFP (Clause, Page no.)	Category of Query (Technical/ Legal/ General/ Others)	Original Clause of RFP	Clarification Sought
		Technical		
		Legal		
		General		
		Others		

Bidders are required to submit their queries in the above format ONLY.

#### 7.17. Annexure 18: Change Control Note (CCN)

Change Control Note	CCN Number:				
Part A: Initiation					
Title:					
Originator:					
Sponsor:					
Date of Initiation:					
Details of Proposed Cha	nge				
(To include reason for chetc.)	nange and appropriate details/specifications. Identify any attachments as A1, A2, and A3				
Authorized by Purchaser	Date:				
Name:					
Signature:					
Received by the Bidder	Date:				
Name:					
Signature:					
Change Control Note	CCN Number:				
Part B : Evaluation					
(Identify any attachments as B1, B2, and B3 etc.) Changes to Services, payment terms, payment profile, documentation, training, service levels and component working arrangements and any other contractual issue.					
Brief Description of Solu	Brief Description of Solution:				
Impact:					

Deliverables:	
Timetable:	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (including value-added and acceptance criteria)	
Authorized by the Bidder	Date:
Name:	
Signature:	
Change Control Note	CCN Number :
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved	
Rejected	
Requires Further Information (as follows, or as Attachment 1 etc.)	
For Purchaser and its nominated agencies	For SI
Signature	Signature
Name	Name
Title	Title
Date	Date

7.18. Annexure 19: Format for Bank Guarantee for EMD
B.G. No. Dated:
To,
COO,
Indian Highways Management Company Ltd (IHMCL)
G-5&6, Sector 10 Dwarka
Sector-19, Dwarka,
New Delhi – 110075
1. WHEREAS M/s
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 (
4. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, or behalf of the Bidder for the sum of INR 4,00,00,000 (Rupees Four Crore) 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 4,00,00,000 (Rupees Four Crore) only as aforesaic 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 4,00,00,000 (Rupees Four Crore). 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:	
	1
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