

Request for proposal
(RFP) for Selection of
Agency for Setting up
and Operationalizing
24x7 NH Helpline
1033 (Toll Free) for
Road Users on
National Highways

Tender Ref No.: IHMCL/NH HELPLINE/2022/01

Date : 05 January 2022



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 Agency for Setting up and Operationalizing 24x7 NH Helpline 1033 (Toll Free) for Road Users on National Highways	INR 10,00,000/-	INR 10,000/-	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. **“CCA”** means Call Centre Agents
- vi. **“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.
- vii. **“ETC”** means Electronic Toll Collection
- viii. **“NHAI”** means National Highways Authority of India
- ix. **“IHMCL”** means Indian Highways Management Company Limited.
- x. **“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.
- xi. **“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.
- xii. **“Local Currency”** means the Indian Rupees.
- xiii. **“MoRTH”** means Ministry of Road Transport and Highways.
- xiv. **“Party”** shall mean IHMCL or Bidder individually and “Parties” shall mean IHMCL and Bidder collectively.
- xv. **“Personnel”** means persons hired by the Successful bidder as employees and assigned to the performance of the Services or any part thereof.
- xvi. **“Purchaser” or “Authority”** means Indian Highways Management Company Limited (IHMCL), as applicable.
- xvii. **“RFID”** means Radio Frequency Identification.

- xviii. **“RFP”** shall mean this Request for Proposal dated 5 January 2022, including the written clarifications & Corrigendum/Addendum issued by IHMCL in respect of the RFP from time to time.
- xix. **“Services”** means requirements defined in this RFP including all additional services associated thereto to be delivered by the Successful Bidder.
- xx. **“Successful Bidder”** means the Service Provider, who, after the complete evaluation process, has been issued the Letter of Award by IHMCL.
- xxi. **“Total Project Cost”** is the estimated amount payable by IHMCL to the Service Provider as per the contract pursuant to award of the same, as calculated on the day of award, and excluding contingencies or penalties whose provisions exist in the contract, but whose values cannot be determined on the day of signing the contract.
- “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

ACD	:	Automatic Call Distributor
CAD	:	Computer Aided Dispatcher
CRM	:	Customer Relationship Management
CTI	:	Computer Telephony Integration
ETC	:	Electronic Toll Collection
FTE	:	Full Time Equivalent
GIS	:	Geo graphic information system
GPS	:	Global Positing System
IHMCL	:	Indian Highways Management Company Limited
LBS	:	Location Based Service
LoA	:	Letter of Award
MDT	:	Mobile Data Terminal
POS	:	Point of Sales
PRI	:	Primary Rate Interface
RFP	:	Request for Proposal
UAN	:	Universal Access Number

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 Contract 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	BIDDING ENTITY	<p>a. The Bidder should be a Company incorporated under the Companies Act, 1956/2013</p> <p>And</p> <p>b. Should have a valid Other Service Provider (OSP) registration from Department of Telecommunications (DOT), Govt. of India for Call Centre for setting up a call center.</p> <p>JV/Consortium is Not Allowed.</p>	<p>i. Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013</p> <p>ii. Registration Certificate from DoT.</p> <p>iii. Power of Attorney/Letter of Authorization as per Annexure 5</p>
2	Annual Turnover	<p>Bidder should have an average Annual turnover of minimum INR 40 Crores from BPO business, in the last 3 financial years (FY 2018-19, 2019-20 and 2020-21).</p> <p><i>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.</i></p>	<p>i. Certificate from the Statutory Auditor/CA clearly specifying the annual turnover for the specified years in Annexure 4</p>
3	Net worth	<p>The bidders should have positive net worth for the last three financial years (FY 2018-19, 2019-20 and 2020-21).</p> <p>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</p>	<p>i. Certificate from the Statutory Auditor/CA clearly specifying the net worth of the firm as per format provided in Annexure 4.</p>

SI #	Requirement Parameter	Eligibility Conditions/Conditions	Supporting Document to be provided
		<p>assets, write back of depreciation and amalgamation.</p> <p><i>For the purpose of this criterion, net-worth of only the bidding entity will be considered. Net-Worth of any parent, subsidiary, associated or other related entity will not be considered.</i></p>	
4	Technical Capability	<p>i. The Bidder should have at least Five years of experience in setting up and operationalizing of Call Centre Service(s) in India as on bid due date.</p> <p>ii. Bidder should have experience in call center operation with minimum 100 seats for In-bound calls during last 5 years as on bid due date.</p> <p>iii. Bidder should have experience in call center operation with minimum 200 seats for BPO with Outbound Calls facility and other related work such as non- voice process, tech support, data entry work etc. in last 5 years as on bid due date.</p> <p>All Above project experience should be complete or in-operation phase as on bid due date.</p>	<p>a) Work order/ Contract / Experience Certificate clearly highlighting the relevant scope of work, Number of Inbound & Other Seats and year of execution.</p> <p>AND</p> <p>b) Completion/In-Operation phase Certificate issued & signed by the competent authority of the client on the entity's letterhead OR, Self-certificate from the bidder signed by authorized signatory for this bid holding written special power of attorney on stamp paper along with the official contact details of the competent authority of the client.</p> <p>IHMCL reserves the right to contact the afore-mentioned competent authority.</p> <p>The format of the self-certificate is provided in RFP at Annexure 8 and Annexure -10.</p>
5	Non – Blacklisting/ Debarment	<p>The Bidder should not have been blacklisted or debarred by any State / Central Government Department or Central /State PSUs in India or Abroad as on Bid Due Date.</p> <p>Bidder declared ineligible by IHMCL or NHAI or Ministry of Road Transport & Highways, Government of India or any other State or Central government agency or Public Sector</p>	<p>Undertaking as provided in Annexure -1.</p>

SI #	Requirement Parameter	Eligibility Conditions/Conditions	Supporting Document to be provided
		Undertakings for indulging in corrupt or fraudulent practices shall be ineligible to Bid in this tender.	

- 3.2.2. 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.
- 3.2.3. 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.
- 3.2.4. 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 do provision for incorporation of the requested information;
 - b) 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;
- 3.2.5. 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. Number of Applications and costs thereof

- 3.3.1. No Applicant shall submit more than one Application for the Project.
- 3.3.2. 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.

3.4. Power of Attorney

- 3.4.1. The Bidder should submit a notarized Power of Attorney in the format provided at Annexure 5 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.

3.5. Content of RFP

- 3.5.1. The RFP should be read in conjunction with any addenda or clarifications issued subsequent to publication of RFP.
- 3.5.2. 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.

3.6. Stands Deleted

- 3.6.1. Stands deleted

3.7. Acknowledgement by Applicant

- 3.7.1. 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 3.6 above; and
 - d) Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 3.7.2. 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.

3.8. Right to accept or reject any or all Applications/ Bids

- 3.8.1. 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.

3.8.2. 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.

3.8.3. 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.

3.8.4. 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.

3.8.5. 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.

3.9. Clarifications

3.9.1. Applicants requiring any clarification on the RFP may notify IHMCL by e-mail (tenders@ihmcl.com). They should send in their queries in .xlsx format before the date specified in the schedule of Bidding Process as per format provided in Annexure 11. The responses will be sent by published on e-tender portal .

3.9.2. 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.

3.9.3. 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.

3.9.4. 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.

3.10. Amendment of RFP

3.10.1. 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.

3.10.2. Any Addendum thus issued will be published on e-procurement portal.

3.10.3. 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.

3.11. Language

3.11.1. 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.

3.12. Bid Validity

- a) Bids shall remain valid for a period of 120 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 120 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.

3.13. Bid Security

- a) The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD) /Bid Security for an amount **INR 10,00,000/- (Rupees Ten 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-13.
- 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.

3.14. Alternative Proposals by Bidders

- 3.14.1. 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.

3.15. Submission, Format and signing of Application

- 3.15.1. 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.
- 3.15.2. 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.
- 3.15.3. 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
- 3.15.4. 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
- 3.15.5. 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.

3.16. 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.

3.17. Late Applications

- 3.17.1. 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.

3.18. Modifications/ substitution/ withdrawal of Applications

- 3.18.1. 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.
- 3.18.2. 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.

3.19. Opening and Evaluation of Applications

- 3.19.1. 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.
- 3.19.2. Applications for which a notice of withdrawal has been submitted in accordance with Clause 3.18 shall not be opened.
- 3.19.3. IHMCL will subsequently examine and evaluate Applications in accordance with the provisions set out in this RFP.
- 3.19.4. 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.
- 3.19.5. 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.
- 3.19.6. 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.
- 3.19.7. 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.

3.19.8. 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.

3.20. 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.

3.20.1. Phase - 1: Pre-Qualification Stage

- a) The Technical Bids will be evaluated by an Evaluation Committee. The Bidder shall have to fulfill 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 fulfill 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.

3.20.2. 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	20
B	Relevant Project Experience	65
C	Approach & Methodology	15
Overall Technical Score Total		100

3.20.3. Evaluation Parameters for Technical Proposal

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

Sl. #	Technical Evaluation Criteria	Maximum Marks	Supporting Document required
A.	Bidder Profile	20	
A1	<p>Bidder's Average Annual Turnover over the last 3 financial years (FY 2018-19, 2019-20 and 2020-21).</p> <p>Marks shall be allotted as given below:</p> <ul style="list-style-type: none"> Equal to or more than INR 40 Crore, but less than INR 50 Crore = 15 marks. For every additional INR 10 Crore beyond INR 40 Crore, additional 1 mark shall be provided up to maximum 5 additional marks. 	20	Certificate from the Statutory Auditor/CA clearly specifying the annual turnover for the specified period as per Annexure-4
B.	Relevant Project Experience	65	
B1	<p>Experience in setting up and operationalizing call center service(s) as on bid due date.</p> <p>Marks shall be allotted as given below:</p> <ul style="list-style-type: none"> 5 Years and more but less than 7 years = 8 marks For every additional 2 year of experience beyond 5 years, additional 1 mark shall be provided up to maximum 2 additional marks. 	10	<p>a) Work order/ Contract agreement/ LOA clearly highlighting the relevant scope of work.</p> <p>AND</p> <p>b) Completion Certificate or In-Operation phase Certificate issued & signed by the competent authority of the client on the entity's letterhead.</p>
B2	<p>Experience in setting up and operationalizing for In-bound calls during last 5 years as on bid due date.</p> <p>Marks shall be allotted as given below:</p> <ul style="list-style-type: none"> Equal to or more than 100 Inbound Seats, but less than 150 Inbound Seats = 15 marks For every additional 50 Inbound seats beyond 100 Inbound seats, 	20	<p>OR,</p> <p>Self-certificate from the bidder signed by authorized signatory for this bid holding written special power of attorney on stamp paper along with the official contact details of the</p>

Sl. #	Technical Evaluation Criteria	Maximum Marks	Supporting Document required
	additional 1 mark shall be provided up to maximum 5 additional marks.		competent authority of the client. The format of the self-certificate is provided in RFP at Annexure 8
B3	<p>Experience in setting up and operationalizing of BPO with Outbound Calls facility and other related work such as non- voice process, tech support, data entry work etc. in last 5 years as on bid due date.</p> <p>Marks shall be allotted as given below:</p> <ul style="list-style-type: none"> Equal to or more than 200 Seats, but less than 250 Seats = 12 marks For every additional 50 seats beyond 200 seats, additional 1 mark shall be provided up to maximum 3 additional marks. 	15	<p>The bidder is required to submit a summary of project as per format in Annexure -10.</p> <p>IHMCL reserves the right to contact the aforementioned competent authority.</p> <p>The completion certificate/self-certificate may specify successful execution or in-operation status of a part of the order meeting the requirement.</p>
B4	Any project experience of Inbound Call Center Service for Highways Users' Assistance and / or Emergency Response implemented for Central/State Government Departments/Entities, including PSUs in India.	10	
B5	Any project experience of Inbound Call Center Service for customer care call center service set up for handling of Customer Complaints/grievances pertaining to FASTag for any Bank/Entity.	10	
	All Above project experience should be complete or in-operation phase as on bid due date.		
C	<p>Approach & Methodology</p> <ul style="list-style-type: none"> Proposed approach & methodology regarding setting up and operationalizing NH Helpline. Understanding of Highway related Complaints Understanding of Highway related FASTag related Complaints 	15	Assessment to be based on Proposal Submitted & Presentation made by Bidder before the Tender Evaluation Committee.

3.20.4. The Minimum technical score to qualify for Financial Proposal evaluation (ST) is 60 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.

3.20.5. 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:

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)

- d) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e) The bid price will include all taxes and levies except GST and shall be in Indian Rupees.
- f) Any conditional bid would be rejected.
- g) 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.

3.20.6. 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 two or more bidders exhibit the same composite bid score, IHMCL may:
 - i. Declare the bidder securing the highest technical score as the preferred bidder for award of the Project.
 - ii. Take any such measure as may be deemed fit at its sole discretion, including annulment of the bidding process.

3.21. 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.

3.22. Confidentiality

- 3.22.1. 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.

3.23. Tests of responsiveness

- 3.23.1. 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 non-responsive.

and

- f) The bid contains any pre-condition, assumption or qualification.
- g) it is not non-responsive in terms hereof.

3.23.2. 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.

3.23.3. 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, either individually or as member of a Consortium.

3.24. Imbalanced Bid

3.24.1. In case where the financial bid of the successful bidder is less than 85% of the average of all bids received, the successful bidder shall have to submit an Additional Performance Security (APS) in the form of a Bank Guarantee for 30% of the differential value between the successful bid and average of all the bids received.

3.24.2. This additional BG shall be as per format and with validity and claim period as mentioned in clause 3.30 (b).

3.25. 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.

3.26. Proprietary data

3.26.1. 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.

3.27. Correspondence with the Applicant

3.27.1. 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.

3.28. 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 may be.
- 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.

3.29. Signing of Contract

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

3.30. 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. The total project cost shall be calculated based on the unit rate quoted by the bidder multiplied by number of FTEs multiplied by number of months in the entire duration of the project (i.e. three years)
- 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.

3.31. 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. 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.

3.32. 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.

3.33. Conflict of Interest

- 3.33.1. 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.
- 3.33.2. 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. **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 Rule 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

Sl. No.	Event Description	Deadline
1.	Invitation of RFP	05.01.2022
2.	Last date for receiving queries	13.01.2022
3.	Pre-Bid meeting ¹	14.01.2022
4.	Bid Due Date	03.02.2022, 17:00 Hours
5.	Due Date for physical submission of following documents at IHMCL office: - <ul style="list-style-type: none">• Document Fee• Bid Security/EMD• Power of Attorney	03.02.2022, 17:30 Hours
6.	Opening of Technical Bids	04.02.2022, 17:00 Hours
7.	Opening of Financial Bids	To be intimated separately to technically qualified bidders

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

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 increase or decrease the number of FTEs up to 50% of the total number of FTE 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.

5.6. Payment Terms & Timelines

- 5.6.1. Payments will be made in Indian Rupees only.
- 5.6.2. IHMCL will not make any Advance Payment or provide any financial security against the work order / Contract. The service provider will raise the invoice every month after successful commissioning of services.
- 5.6.3. The unit for payment shall be per FTE price quoted by the successful bidder for service provided 24x7x365 across 3 shifts per day. One (1) FTE = 240 Hours login with call trends for 30 days Calendar Month and 248 Hours login with call trends for 31 days Calendar Month.
- 5.6.4. Payment for the services provided shall be made on aggregate per FTE and subjected to service levels achieved in accordance with Service Level Agreements (SLAs).
- 5.6.5. The invoices shall also be supported by the following reports:

- 5.6.5.1. Reports against service levels achieved under SLA 01 to SLA 06 etc.
- 5.6.5.2. Biometric attendance of all manpower including CCA, Level-2 team, Backend team and management staff.
- 5.6.5.3. CRM login detail for CCA, Level-2 team, backend and team leaders.
- 5.6.5.4. All above documents should be submitted in both hardcopy and softcopy format (CD/DVD)
- 5.6.5.5. IHMCL can ask for more supporting documents, as per its requirement.
- 5.6.6. The invoice shall be paid by IHMCL within 30 days of the invoice submission date, subject to applicable penalties / deductions, if any.
- 5.6.7. In case more time is required to verify the invoices against the Service Levels, IHMCL may choose to pay 60% of the invoice amount within 30 days and the balance 40% after verification of services rendered with respect to Service Level Agreements.

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 Common Tolling Software as the case may be from the date of signing of contract agreement or date of issuance of instruction for commencement notice 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 3 years from date of signing of Contract Agreement.

5.10.2. IHMCL on its sole discretion may extend the Contract Period on a yearly basis upto 1 year, subject to satisfactory performance of the Service Provider and continued requirement of the IHMCL.

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 Section 6 of this 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 encash and appropriate the relevant amounts from the Performance Security as Damages or any other amounts payable to IHMCL under this Contract as and when such Damages or other amounts become due and payable. Upon such encashment and appropriation from the Performance Security, the 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 12). 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 for the work including but not limited to the following:

- (a) Successful bidder's all risk insurance with IHMCL as co-beneficiary;
- (b) Comprehensive third party liability insurance with the IHMCL as co-beneficiary;
- (c) Workmen's compensation insurance with the IHMCL as co-beneficiary;
- (d) 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

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.

5.18.2. 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;

5.18.3. Waiver of immunity

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

5.18.4. 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.

5.18.5. 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.

5.18.6. Exclusion of implied warranties etc.

5.18.7. 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.

5.18.8. 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.

5.18.9. 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.

5.18.10. 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.

5.18.11. 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.

5.18.12. 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.

5.18.13. Successors and assigns

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

5.18.14. 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 New 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.

5.18.15. 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.
 - b) 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.

5.18.16. Limitation of Liability

- I. 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.
- II. Notwithstanding anything stated herein above, the liability for Successful bidder shall NOT exceed ten times the value of Performance Bank Guarantee amount.

- III. 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.

5.18.17. 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.

5.18.18. 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

5.18.19. Sub-Contracting

The Successful bidder shall not sub-contract any assignment to a third party.

5.18.20. 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.

5.18.21. 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.

5.18.22. 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

- i. The National Highways Authority of India (NHAI) was constituted by an Act of Parliament, the National Highways Authority of India Act, 1988. It is responsible for the development, maintenance and management of National Highways entrusted to it and for matters connected or incidental thereto. NHAI is mandated to implement National Highways Development Project (NHDP). NHAI awards works for construction and maintenance of highways to BOT Concessionaires.
- ii. Indian Highways Management Company Limited (IHMCL) was incorporated on 26.12.2012 under the Companies Act, 1956 to carry out Electronic Tolling and other allied works by NHAI jointly with its Concessionaires and Financial Institutions.
- iii. With the expansion in road network, motorization and urbanization in the country, the number of road accidents have surged. Road traffic injuries and fatalities have emerged as a major public health concern and one of the leading causes of deaths, disabilities and hospitalizations imposing severe socio-economic costs on the society.
- iv. During operations and maintenance of tolled stretches, in order to provide relief and rescue measures in the aftermath of accidents concessionaires have been mandated to provide ambulances to provide immediate first-aid during golden hour to the accident victims and subsequent transfer of the accident victim to the nearest hospital/trauma care Centre; tow away cranes for removing the breakdown/damaged vehicles, route patrolling vehicles to check unauthorized activities/guide the road users.
- v. On the completed NH stretches the Concessionaires manages incidents in their corresponding tolled stretch and each Concessionaire has their specific mobile number advertised for incident management along the corresponding highway stretch.
- vi. A single 4 digit Toll Free Universal Access Number (UAN) i.e. "1033" is envisaged to be established as Help Line Number to facilitate road users of National Highways for reporting of Emergency and Non-Emergency related issues.
- vii. Emergency calls are accident related calls and Non-emergency calls received from NH road users typically include queries related to toll collection issues, FASTag related calls, Electronic Toll Collection related issues and other issues related to toll plazas and facilities along the National Highways.
- viii. Dept. of Telecommunication, M/o Communication and Information Technology has allocated the short code '1033' to MoRTH/NHAI as helpline for NH Helpline.

- ix. Currently 1033 Helpline receive approximately 6000 – 7000 calls per day, including approximately 100-125 accident related calls and rest are other calls like FASTag related Queries & complaints, National Highways and Toll Plaza operation related calls. Increment/decrement in both types of calls may be possible in future.
- x. 1033 Helpline number is displayed along the NH stretch and are also printed on bank neutral NHAH FASTag as customer care number for FASTag issued by NHAH and also displayed at prominent locations on toll plazas.

6.2. OBJECTIVE

- i. Recognizing the importance of improving safe travel along National Highways and to help NHAH in taking preventive measures & improve maintenance of road and facilitate to serve the road users, IHMCL intends to provide a 24x7x365 Call Centre Services to road users on National Highways.
- ii. A single 4 digit Universal Access Number (UAN) i.e. “1033” has been provided to the road users for reporting Emergency and other Non-Emergency issues related to National Highways. On receiving calls from the road users, the Call Centre Agents will alert the staff of Control Centre of respective toll plaza/sections who in turn will provide necessary help to distressed road users using Ambulance, Patrol Vehicle, Crane, etc. depending on the need.
- iii. Non-emergency calls addressed by the Call Centre will include queries & complaints related to toll collection issues, FASTag issues, Electronic Toll Collection related issues and other issues related to toll plazas and facilities along the National Highways.
- iv. The call Centre will handle calls on 4-digit UAN “1033” from road users of tolled stretches on National Highways as well as other roads including NH and State Roads. The services shall be provided in English, Hindi and regional languages and the following access channels will be utilised as per requirement of IHMCL:
 - a. Inbound channels: Mobile phone, Landline phone, e-mail, SMS, Mobile App, WhatsApp
 - b. Outbound channels: Mobile phone, Landline phone, e-mail, SMS, Mobile App, WhatsApp
- v. Call Centre Agents (CCA) and Level-2 team may be required to have proficiency in the following languages: Hindi, English, Marathi, Gujarati, Telugu, Kannada, Malayalam, Tamil, Assamese, Mizo, Oriya, Bengali, Dogri, Nepali, Santali, Maithili and Manipuri. Exact list of regional languages will be finalized as part of the process manual. In addition to regional languages, All Call Centre Agents should have proficiency in both Hindi and English.
- vi. The Incoming call, based on Caller Line Identification (CLI) system, shall be automatically routed to appropriate CCA having proficiency in the regional language of the area/telecom circle concerned.

6.3. Detail Scope of Work

6.3.1. INFRASTRUCTURE & MANPOWER

- i. A centralized call centre for UAN “1033” is to be setup and operationalized by the Service Provider. The 4-digit UAN “1033” will be used by the service provider in the name of IHMCL and shall be handed over to IHMCL after the contract period. No rights shall vest with the service provider in respect of the use of the number after the expiry of the contract term.
- ii. The 4-digit Universal Access Number “1033” will be toll free for the road users. Payment to Telecom Service Provider for inbound calls and out bound calls made for addressing/escalating the incidence to concerned stake holder shall be the responsibility of Call Center Service Provider.
- iii. Service provider have to procure a toll free number and necessary PRI lines for necessary routing of calls from Telecom Service Providers (TSPs) for calls landed at Short Code ‘1033’ or calls made by road users by dialing ‘1033’. Service provider will be responsible for payment of telecom charges and bill for uses of toll free number and PRI lines.
- iv. Necessary call routing from the 4-digit Universal Access Number “1033” to toll free number, PRI line & call centre server will be responsibility of Service Provider. Service Provider is responsible for necessary coordination with Telecom Service Providers and other stake holders for this work.
- v. The service provider will be responsible for providing all infrastructure for Call Centre Services viz. Premises, Agent Software Licenses, Supervisor Licenses, Toll Free Number, PRI lines for Inbound and Outbound calls, Internet connection, switches, Media Gateway, necessary software for caller location detection as per requirement of IHMCL, GIS/GPS integration with CRM, CRM Software, and Database server and other software at the Call Centre location, LAN, head set, PCs, SMS server, WhatsApp Chatbot facility, other hardware / software along with necessary license.
- vi. The Service provider should provide the proposed call centre service for 1033 Helpline project in a centralized call centre set up premises situated in Delhi – NCR geography only.
- vii. IHMCL has rights to review the locality and other factors of provided premises and may ask to change and upgrade the premises and Service Provider is responsible to change and upgrade the premises as per requirement of IHMCL.
- viii. The service provider will be responsible for providing all manpower for the call center services viz. Call Center Agents (CCA’s), Level -2 team, Backend Team, Trainer, Quality assurance team, Process Manager, Other Management staff, team leaders and any other required skilled manpower for operations and maintenance of the call center as per requirement of IHMCL. The minimum qualification required for manpower deployed by the Service Provider is placed at ANNEXURE-6
- ix. The Service Provider should provide region/language-wise CCAs and Level-2 teams at the centralized call centre. Service Provider is responsible to provide adequate manpower for specific region/language(s) as per requirement of IHMCL.

- x. The Service provider shall depute a Project/Process Manager who will be the nodal point of contact in all matters. Profile of Call Center Project Manager will be submitted by the service provider to IHMCL. IHMCL may scrutinize the profile and review the performance of the resources, from time to time, in order to ensure that the representative deputed is suitable for their assigned role. In case, IHMCL is not satisfied, the said resource shall be replaced by the Service Provider at earliest without any reference to IHMCL.
- xi. Manpower attrition at the call center should not be more than 8% of overall manpower per month. If the attrition rate exceeds for more than two (2) consecutive months then a penalty of 0.5% will be imposed to Service provider and will be deducted from the total invoice value starting from the second month onwards.
- xii. Biometric attendance for all manpower should be shared with IHMCL as softcopy and hardcopy (both) to reconcile the manpower attendance along with CRM login detail of CCAs.
- xiii. The security of the entire Call Centre Infrastructure (i.e. equipment, buildings and manpower etc.), will be the responsibility of Service Provider; IHMCL will not be responsible for any damage or loss to the same. Service Provider shall have adequate insurance cover for its personal and property to cover possible damages/ loss.
- xiv. All the personnel / equipment deployed by the Service Provider for providing the services shall conform to the statutory requirements. The Bidder shall be responsible to comply with all the Acts/ Rules of Government of India, the State Governments and Rules/ Regulations framed by any other Local/ Regulatory bodies.
- xv. The Level -2 team capacity of the call center should be at least 10% of CCA Team capacity.
- xvi. Service provider has to deploy at least 1 team leader per 20 CCAs for floor management and handholding to the CCAs.
- xvii. Service provider has to deploy at least 1 supervisor per 10 Level-2 Team Members for monitoring the accident and emergency calls handling and for handholding to the Level-2 Team.
- xviii. The Service Provider should deploy at least 1 Backend resource for per 15 CCAs for backend activities like resolution updates, follow ups authentication of resolution received from concern stake holders, and tracking of complaints raised in CRM and coordination with stake holders for complaint closure.
- xix. Service Provider should provide a dedicated Training Manager for process related training and job knowledge to all type of team engaged in process. Deployed trainer also needs to prepare training document and schedule of training programme and refresher programme.
- xx. Service Provider should provide a dedicated Call Quality Analyst/Manager and two Call Quality Lead/Executive for call audits and other quality check related activities.
- xxi. IHMCL may review and take final round of interview of all the manpower engaged in 1033 Helpline project like CCA, Level-2, Backend team, Project Manager, Manager – Training and Quality Analyst and team and other resources. IHMCL have rights to reject or accept any profile of any manpower resource.

- xxii. IHMCL will review performance of entire manpower engaged in 1033 helpline project and if found performance of any deployed resource is not satisfactory, in that case Service Provider has to provide suitable replacement within 20 days of any communication from IHMCL in this regard.
- xxiii. IHMCL receive certain emails from NH users/FASTag users and some internal escalations on a specific nodal email id, Service Provider responsible to provide email management software solution for email received on mail ids nominated by IHMCL and necessary manpower to ensure time bound response to the sender of the email and ticket generation, ticket tracking and resolution for issuer received through email by doing necessary coordination with concern stake holders. A suitable SOP need to be included in process manual for this activity. Dashboard and MIS need to be maintained & shared for this activity.
- xxiv. The Successful bidder shall ensure that statutory dues such as EPF, ESI etc. shall be deposited with the concerned authorities in the assigned time and submit the proof of deposition with the invoice of the next year. Further service provider will be solely responsible to fulfill all the minimum wages and labour law and other statutory compliances.

6.3.2. OPERATONAL REQUIREMENT

6.3.2.1. Process Manual for Call Centre Operation

- i. The Service Provider shall work closely with IHMCL in developing the “**Process Manual**”. The Process Manual will be the master document for the complete call center operations and will include but not limited to - SOP (Standard Operating Process), Call Type list/list of call categories, Call Category wise Call/work flow and SOP, Escalation procedures with complete escalation matrix, report formats, reporting mechanism, and SLA matrix etc. The process manual should include separate sections for Accident/Emergency Calls and Non-Emergency Calls, including calls related to FASTag users.
- ii. The Process Manual should be submitted for approval to IHMCL within 30 days of award of work.
- iii. User Acceptance Test (UAT) will be conducted by IHMCL upon receipt of written confirmation regarding the call center set-up readiness from the service provider. Post successful UAT the call center can be considered commenced.
- iv. The Process Manual will be reviewed by IHMCL/NHAI on a regular basis and may be modified as per the requirement of IHMCL/NHAI. The service provider is responsible to restructure the call centre operations as per the revised Process Manual with no additional cost to IHMCL.
- v. Service Provider should prepare a training docket for training of different categories of manpower and training docket should cover detailed description about process, FASTag product knowledge and FASTag related processes, handling of accident

related calls, and detailed and SOP for different type of call & complaints. Complete training docket should be submitted to IHMCL with process manual.

6.3.2.2. Emergency & Non-Emergency Call Handling

- i. The service provider should have facility for segregated handling of emergency and Non-emergency calls/issues, ticket generation with complete information and categories (Within Turn-around-Time of maximum 60 second) & docket closure. The Service Provider should make outbound calls to the appropriate agency for further closure of incident/issues.
- ii. Examples of Emergency & Non-Emergency Calls:
 - Emergency Calls –
 - i. Accident at national highway, Any other life threatening/emergency situation with road users at national Highway stretches.
 - ii. If FASTag user stuck at toll booth and required real time support from 1033 Helpline.
 - Non-Emergency Calls – FASTag/ETC related Calls & Complaints, Toll Plaza Services/Amenities related issues, National Highway operation related issues.
- iii. Every call received through various in-bound channels like Landline phone, mobile phone, Mobile App on the UAN 1033 should be answered within 6 second, and region/language-wise routing of calls to manpower deployed for specific language.
- iv. In case of Emergency call's the service provider should identify and verify incident location by using any location tracking IT solution/portal, based on GPS/GSM positioning and detail received from caller. The Service provider has to ensure necessary software deployment & system integration for this Location Based Service (LBS). In addition parallel service provide also have to develop a portal where user can share location through a link sent by service provide through SMS so it could be used for to get location from callers.
- v. In case of non-Emergency calls the Service Provider should create the ticket under relevant category of query/complaint in the CRM and forward the raised ticket for such calls to relevant team/concern stake holder like Toll Plaza/PIU/RO & Banks through bin wise routing in CRM. Back-end team of the Service Provider is responsible to take follow up with the concerned stake holders/team for resolution, authenticate the quality of resolution and update the resolution to complainant and closure of complaints in CRM.
- vi. All Complaints need to be forwarded to concern stake holders through email on bi hourly basis Or a time line decided by IHMCL, necessary daily follow ups and reminder email to concern stake holders.
- vii. Upon receipt of resolution update from concern stake holders against forwarded complaints via email, Service provider have authenticate the resolution and have update in CRM and other complaint data base. If provided resolution is not in line with complaint or customer issue the should be forwarded to concern stake holders again, along with observations.

- viii. Before closure of complaint, Service Provider needs to give update about the resolution to complainants through outbound calls and update in CRM. If complainant is not satisfied with provided resolution, then service provider have to rework/re assign to concern stake holders. SOP need to be followed for closure of all complaints in CRM for all calls.
- ix. CCA will act as first line call taker for all In-bound calls.
- x. In case of receipt of emergency call, CCA will identify the same and forward it to the Level 2 team for further handling as per the process manual & SOP developed by the service provider for emergency & accident calls.
- xi. All Call forwarded to Level-2 should be connected immediately, No call waiting should be there at Level-2 team level.
- xii. In case of receipt of non-emergency call, CCA will handle the call as per process manual & SOP developed by the service provider for call type/category wise Non-Emergency calls.
- xiii. There should be a separate team of CCA in each shift to take and handle FASTag/ETC related calls only. This team should be well trained for FASTag related calls and necessary trouble shooting.
- xiv. Certain non-emergency calls related to FASTag/ETC issues, requiring immediate resolution like FASTag user stuck at toll booth, can be forwarded to the ETC team of CCA for further coordination & issue resolution.
- xv. Level-2 team should be provisioned for handling for all accident/emergency calls and should ensure further coordination between the caller and the toll plaza team, toll plaza vehicle like ambulance staff, highway patrol vehicle, crane/tow way vehicle and other emergency resources, till the time of issue resolution and receipt of final feedback from the caller/victim. A detailed SOP for this need to be covered in process manual.
- xvi. Level -2 team engaged in handling of accident calls need to collect all the relevant information from ambulance staff or caller/victim about medical assistance provided to victim. In case of hospitalization, Hospital name, telephone number, IPD number/admission detail and have to capture in CRM.
- xvii. Outbound call need to be made to collect more detail from caller, take follow ups with toll plaza team/PIU/ROs, staff of Ambulance, highway patrol vehicle and tow way vehicle. For follow ups & coordination with banks and other stake holders for closure of FASTag related issues reported at 1033 Helpline.
- xviii. Outbound calls to callers for confirmation of closure for issue reported by callers at 1033 Helpline.
- xix. During the closure confirmation calls if user is not satisfied with provided resolution or resolution received from concern stake holder, 1033 Helpline team have to reassigned the complaint to concern stake holder or a different type issue identified during closure confirmation calls, a new complaint need to be raised during the call. Necessary dashboard report needs to be prepared on this.

6.4. Other Operational Requirements

- i. Call Centre service shall be operational on 24x7x365 basis and it should be operated in 3 working shifts with minimum uptime of 99.5% per month.
- ii. The input communication channels is not limited to calls originating from Landline/Mobile Phone but also includes calls from Mobile application that would also have a call button which should directly call the emergency response system., Panic Button in Public Transport, Internet of things (IoT) are future devices such as wrist bands, buttons etc. that can send GPS coordinate to the system and WhatsApp Chatbot. The alert should be directed to agents based on the coordinates and the call center would provide a generic interface definition like xml signature etc. to receive the data from IOTs.
- iii. Outbound Dialer Software will be used for making outbound calls from the agents to return disconnected, missed calls, calls in case of SMS, Email, WhatsApp or other input sources. Automatic call back function would enable calling back the missed calls which may be received on the system. It has to work in conjunction with ACD as well.
- iv. The Service Provider, should maintain a GIS based map/data of the concerned toll plaza operated by concessionaries, NHAI & Ministry of Road Transport and Highways and Ambulance Service/ Trauma Centre/ Police Patrol/ Control Room etc. Service provider shall be responsible for procuring the requisite PRI lines for inbound and outbound calls at its own cost. The choice of Telecom Service Provider (TSP) from whom telephone line(s) like toll free number and PRI lines to be obtained for mapping '1033' rests with the service provider who be responsible for handling disputes (if any) with the telecom service provider.
- v. To ensure that every call received on the UAN "1033" is answered within 6 seconds, the occupancy of the CCAs as well as Telephone/ PRI lines should not exceed 80% during the busiest hour of the day. The service provider should make sufficient provisions accordingly.
- vi. If the occupancy of all the CCAs or utilization of Telephone/ PRI Lines reaches 80% or above on an hourly basis for five or more consecutive days, and not due to any Force Majeure or abnormal conditions, the service provider shall seek IHMCL's approval to increase the number of FTE to avoid any call queuing.
- vii. Service provider is responsible for interaction and resolution of day-to-day issues related to breakdowns, billing, disconnections, and disruption etc. with the Telecom service provider and other vendors of the service provider. Any disputes with the telecom service provider should be handled by the Service Provider.
- viii. The Service Provider is responsible to develop an eco-system and arrange dispatch management for all emergency accident calls such as transfer of information to Incident Manager of nearest Toll Plaza and to nearest available rescue infrastructure like Ambulance, Tow-away crane, Highway patrol vehicle etc. by Level-2 team/Dispatcher through Call or Mobile Data Terminal (MDT) if available with rescue vehicles and other IT sources like Mobile App, WhatsApp etc.
- ix. The Service Provider should store the recordings for all In-bound and Out-bound calls for at least 180 days or till settlement of bill for the respective period, whichever is later.

- x. All existing SOS systems deployed at National Highways are to be integrated with UAN “1033” and it is the responsibility of CCAs to attend all calls received from SOS systems also.
- xi. The Service provider is responsible to include GIS mapping of Trauma Centres, and other health care facilities (Both Govt. and Private) on every highway, establishment of protocols around data sharing and system integration with highway ambulance operators.
- xii. Data should define the category of trauma centers and other health care centres. Contact Detail of such trauma centres should be updated.
- xiii. GIS mapping of Trauma Centres and other health care centres should be integrated with call centre CTI so CCA & Level-2 team can use it.
- xiv. Based on requirement, Service provider is responsible to provide necessary cab facility for transportation of call center manpower to ensure smooth functioning of all the three work shifts for 24x7 operation of NH Helpline.
- xv. The Service Provider is responsible for providing SMS-based closure confirmation to callers for all the complaints registered with NH 1033 Helpline. All SMS gateway related charges, cost, etc shall be borne by the Service Provider. The SMS should also contain a link for providing feedback from the complainant/caller on the service.
- xvi. The feedback received from the users shall be compiled and analyzed by the Service provider and submit to IHMCL in form of report/MIS on a monthly basis.

6.5. TECHNOLOGY REQUIREMENT

- i. The ACD (Automatic Call Distributor) deployed by the Service Provider should have the functionalities such as identifying or determining the region from which the call is originating and greeting the caller in English/Hindi/ other regional languages, Intelligent and skill-based call routing.
- ii. The ACD and the Outbound Dialer should be linked with CRM and all Inbound & Outbound calls should be logged and recorded in CRM with reference of raised ticket number.
- iii. Ticket should be auto-raised for all calls landing at call centre, including other input communication channels like email, SMS, App based communication, WhatsApp Chatbot etc. All Inbound and Outbound calls should be recorded with the reference of Ticket number.
- iv. The Computer Telephony Integration (CTI) functionality shall support relevant screen pop-ups on the Call Centre Operators screen basis of Caller Line Identity (CLI). The CTI shall be suitably integrated with the software and other applications used by the Call Centre Operator to send/receive data which needs to be populated on operator screen. The CTI shall enable a computer application to take control of the call flow inside the Switch/EPABX and also allow the computer application to decide the most suitable action/operator for incoming calls.
- v. All CCA desktop system should be integrated with CRM, GPS software, Google Map, Dialer, auto call recording and auto generation of ticket for all landed calls. All Outbound calls, Call

- conferences should be touch enabled and system based with lesser manual activity. All equipment should be as per the call centre /IT industry standard.
- vi. Service Provider is responsible to make necessary arrangements to access APIs, Web links related to the ETC program (e.g. Banks, NPCI and FASTag) in the desktop of CCA, Level-2 and its back-end team.
 - vii. The Service Provider is responsible to Design, Procure, Operate and Maintenance the CRM software for the call centre operations as per requirement of IHMCL. It should have functionality for ticket tracking, team-wise Bin concept, Bin-wise ticket forwarding and feasibility to bifurcate the emergency and Non-Emergency ticket and further complaint type wise tickets. The CRM system shall have minimum 4 pre-defined user groups, namely - CCA, Level-2, Outcall team, Backend team, supervisor, stake holders like Toll Plaza, PIU, RO and Banks, system administrator and guest, and it should be scalable. CRM software should have the capability to monitor the predefined SLA and quality parameters.
 - viii. CRM software should have functionality to create separate login id for all the stake holders, where they can get data of complaints assigned to them and can update resolution also with image based evidence.
 - ix. CRM software should be enable to integrate with NHAi WhatsApp Chatbot, Should generate ticket for complaint reported through WhatsApp Chatbot and should store images uploaded by user through WhatsApp Chatbot with ticket number raised for complaint received through WhatsApp Chatbot.
 - x. CRM software should be a desktop version CRM.
 - xi. CRM software should be designed and developed in consultation with IHMCL, final version and all features should be discussed with IHMCL and decision of IHMCL will be final.
 - xii. Service Provider is responsible to make necessary changes in CRM software on regular basis on its own observed business requirement or changes related requirement received from IHMCL.
 - xiii. Service Provider is responsible for addition of new features in CRM and changes in functionality and features of CRM as per requirement and feedback received from IHMCL. This activity should be continue for entire contract period.
 - xiv. The Service Provider is responsible for maintenance, upgradation and handling of downtime of CRM software and its server.
 - xv. Location of all used servers like Database server and other IT application server should be in India only.
 - xvi. It is the responsibility of the Service Provider to integrate/sync the existing CRM with any other CRM, API and Call Centre of stake holders nominated by IHMCL without any further cost and conditions.
 - xvii. The Service Provider is responsible to deploy necessary software to identify and verify incident location specially through Cell Id location of the caller or other details received from the caller, and GPS/GSM based call positioning software/portal.
 - xviii. Calls landing at CCA's desk should be audible along with visual alerts. Caller related information such as location with address field, caller's number etc. should be displayed on the desktop screen. Location of caller should reflect on map section of the CRM.

- xix. Level-2 team should be able to monitor all field infrastructure such as Ambulance, Crane, Highway Patrol Vehicle etc. through GPS enabled desktop.
- xx. Two desktop needs to be provided to Level-2 team engaged in handling of accident related calls, one for CRM and call handling related activity, another for GPS based tracking of field infrastructure such as Ambulance, Crane, Highway Patrol Vehicle etc.
- xxi. Contact number of all Toll plazas, PIU, RO, Toll Plaza vehicles, Emergency services, NHAI/IHMCL should be updated in CRM, IP EPBAX, ACD and other CTI functions to make out bound calls from call centre.
- xxii. The Service Provider must offer application for rapid notification and mass broadcast, Complaint closure confirmation through SMS, e-mail, Voice channels or WhatsApp Chatbot as per requirement of IHMCL.
- xxiii. The Service Provider must offer web based application for sharing data (images, video) and location by caller to call center agents. Location tracking will be used for tracking caller location to very high accuracy by call takers to locate callers.
- xxiv. Complete technical architecture, call centre set up and deployed manpower for this project should not be shared with other business processes and operations of service provider. It should be dedicated for IHMCL's helpline call centre operation.
- xxv. The Service Provider must offer necessary functionality in CRM/ACD for doing call backs for all calls which get abandoned.
- xxvi. The Service Provider is responsible to deploy a GSM (Global System for Mobile Communications) Gateway as alternate option in case PRI Line service is disturbed or down.
- xxvii. IP phone to be deployed with High speed internet connection at Desktop of outbound team.
- xxviii. The brief description of indicative technology required for the deployment of Call Centre is placed at ANNEXURE -5
- xxix. Any functionality not expressly stated in this bidding document but required to meet the needs of the organization to ensure successful operations of the system shall essentially be under the scope of the Service Provider and for that no extra charges shall be admissible.

6.6. WhatsApp Chatbot Solution

- i. Service provider is responsible to provide complete WhatsApp Chatbot solution as per requirement of IHMCL and with No additional cost to IHMCL. Chat flow and complete features and functionality process of chatbot should be approved by IHMCL. WhatsApp Number for Chatbot service shall be provided by IHMCL.
 - ii. Currently IHMCL has developed WhatsApp Chatbot through an agency and Service Provider have to take over existing Chatbot and bear the recurring charges and pay current annual charges and future payments though out the contract duration for Chatbot service directly to the existing Chatbot developer service provider.
 - iii. WhatsApp Chatbot should enable users to report Toll Plaza Issues, Highway Condition related Issues, Feedback about public amenities at Toll Plaza, FASTag related queries and complaints. FASTag transaction related issues. All these issues should be reported through WhatsApp Chatbot with image and GPS location based evidence.
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- iv. WhatsApp Chatbot should be integrated with CRM of 1033 Helpline process for instant ticket generation for issues reported by user and necessary notifications to users for ticket generation with ticket number, notification on assignment of complaint to concern stake holder and on resolution/closure of complaint.
- v. Service Provider is responsible to make necessary feature in CRM to store and display all the images uploaded by user through WhatsApp Chatbot. Stored images should have identification of ticket number for which these are uploaded.
- vi. Service Provider is responsible regular changes in Chatbot functionality, Contents, addition of new features with improved version of Chatbot as per direction of IHMCL, with No additional cost to IHMCL.
- vii. Service Provider is responsible for complete Complaint Redressal Mechanism and for issues and feedback reported through WhatsApp Chatbot.
- viii. Service provider have to deploy backend resources with prior experience of handling of chat based customer complaint process to ensure time bound resolution for each complaints reported through Chatbot and coordination with concern stake holder.
- ix. Service Provider has to deploy dedicated Team Manager for monitoring of performance and work quality of team engaged in complaint redressal for complaints reported through WhatsApp Chatbot.

6.7. DIGITAL COMPLAINT DASHBOARD:

- i. Service Provider shall provide a Complaint Management Dashboard software which should enable to forwarding, tracking and handling of complaints pertaining to different stake holders.
- ii. Complaint Management Software should have functionality to assign and track complaints pertaining to different stake holders like Toll Plaza, FASTag Programme member banks, PIU, RO etc and functionality to prepare necessary MIS & Dashboards to give a 360 degree view of complaints.
- iii. Complaint Management Software should have multiple level of user ids for all the stake holders and call centre operation team.
- iv. Complaint Management Software should be linked and integrated with CRM used for call centre operation. Complaints raised in CRM should auto updated in this software.

6.8. REPORTING OBLIGATIONS:

- i. Service Provider shall make available a web based and secured access to concern officers of IHMCL / Supervision Consultant to fetch MIS reports on daily, weekly, monthly basis.
- ii. The reports shall include among other details such as information on call volume, Log-in details etc. The report shall primarily capture and analyze data pertaining to number of calls, average handling time, inbound and outbound call minutes with quality details, achieved uptime which will be of key relevance for settlement of payments and contract's performance management.

- iii. The reports should highlight stretches where higher numbers of critical incidents are reported. Analytical reports indicating region wise / State wise volume of calls / nature of calls, Nature of incidents, etc. should also be made available.
- iv. IHMCL or its consultant can ask for more MIS/reports as per their requirement and service provider need to provide it.
- v. The Call center CRM / MIS system shall have capability to capture all call log details and provide at least following detailed reports.
 - a) Inbound CRD
 - b) Outbound CDR
 - c) Ticket Report
 - d) Agent Productivity Reporting
 - e) Call Audit Report
 - f) Hourly Report
 - g) Call Summary Report
 - h) Ticket Summary Report
 - i) Analytical Reports
 - j) Call/Complaint category wise report
 - k) First Time Resolution
 - l) Auto generated reports – Dialer based/ CRM based

Daily/Weekly/Monthly reports need to be prepared and flashed as per our requirement to ensure a 360 degree review of overall operation of project.

6.9. Confidentiality of Information:

The Service Provider shall keep all information collected from an accident victim/ user/ volunteers/ paramedics/ Police staff during the course of providing any service under this Agreement completely confidential. No information, in whole or in part, recorded under this Agreement can be shared by the service provider, a sub-contractor or an employee or any person who is not directly concerned with providing services to an accident victim/User under this Agreement. It is hereby clarified that the service provider shall not be permitted to keep any duplicate copies in print, electronic or any other form of the information collected and recorded after the expiry of the Term. At the end of the Term, the Service Provider shall ensure that all information that is collected and recorded including any duplicate copies made of such information under this Agreement is handed/ transferred to IHMCL in accordance with the terms and conditions of this Agreement.

6.10. SCHEDULE FOR START OF CALL CENTRE SERVICES BY THE SERVICE PROVIDER

- i. The Call Centre should be operational within 60 calendar days from the date of signing of contract. The Service Provider shall confirm IHMCL upon start of service.
- ii. If the Service Provider is not able to meet the timelines for the deliverables as enumerated above, IHMCL may impose Liquidated Damages @ Rs.1 (One) lakh per week of delay or

part thereof subject to a cap of 5 lakh, unless the delay is due to reasons beyond his control. In case of a delay of more than six weeks, IHMCL may consider termination of contract and/or forfeit the performance security or both.

6.11. SPECIFIC REQUIREMENTS:

- i. If the Call Centre services are proposed to be provided from any existing Call Centre setup of the Service Provider, then a distinctly separate unit/ enclosure for IHMCL Call Centre operations should be ensured. Separate team including management staff should be deployed.
- ii. Further, the proposed Call Centre shall have capability to logically partition the switching system to avoid interference with other set of users.

6.12. REPORTING

- i. The complete reporting/MIS system for the call center will be based on CRM data base. MIS system shall have capability to capture all call log details and provide the following detailed reports:
 - a) Inbound CRD
 - b) Outbound CDR
 - c) Ticket Report
 - d) Agent Productivity Reporting
 - e) Call Audit Report
 - f) Hourly Report
 - g) Call Summary Report
 - h) Ticket Summary Report
 - i) Analytical Reports
 - j) Call/Complaint category wise report
 - k) First Time Resolution
- ii. The reports should highlight stretches where higher numbers of critical incidents are reported. Analytical reports indicating region wise / State wise volume of calls / nature of calls, Nature of incidents, etc. should also be made available.
- iii. Service provider is responsible to provide any additional data and MIS reports required by IHMCL for 360 degree review of complete call center operations within 24 hours of any intimation from IHMCL.

6.13. ASSIGNMENT

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

- ii. IHMCL reserves the right to modify this Term of Reference (TOR) in public interest, security of the Nation and proper conduct of services. Service provider is responsible to restructure the call center operation as per revised Term of Reference (TOR) with no additional cost to IHMCL.

6.14. SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) is envisaged to make explicit the expectations of IHMCL and agreed upon threshold levels for performance of services, along with the applicable penalties for deficiency in service levels. This Service Level Agreement (SLA) shall help IHMCL in monitoring and controlling the service levels and performance of Service Provider.

SLAs & Targets	<p>This SLA document provides for minimum level of services required, performance indicators and measurements thereof.</p> <p>In order to review the services provided under this agreement, IHMCL shall:</p> <ul style="list-style-type: none"> a) Check performance of the Service Provider against SLAs and consider any key issues in performance statistics including major incidents, service trends, etc. b) Discuss escalated problems, new issues and matters still outstanding for resolution. c) Review of statistics related to rectification of outstanding faults and agreed changes. d) Provide suggestions for changes to improve the service levels. <p>If desired, IHMCL may initiate an interim review to check the performance and the obligations of the Service Provider.</p> <p>IHMCL reserves the right to engage a Consultant for assisting it in smooth conduct of the above-mentioned and other items of work.</p>
SLA Change Control	<p>IHMCL reserves the right to modify the existing Service Level Agreement (SLA) or add new Service Level Agreement (SLA) parameter as per requirement from time to time, to improve the functioning of the call center services, in the general public interest. The service provider shall abide by the modified SLA parameter without any additional cost to IHMCL during the contract period.</p>
Service Level Agreement Applicability	<p>The parameters in the Service Level Agreement will be applicable w.e.f the date of start of services. IHMCL reserves the right to re-visit Service Level Agreements (SLAs) at a later date based on learning from experience and stabilization of operations.</p>

Service Level Agreement (SLA) Parameters	<p>The Service Provider agrees to the following service level agreement (SLA) parameters while providing services to callers. These SLAs shall be tracked on a periodic basis and have incorporated penal provisions and / or liquidated damages for non-adherence to any of them.</p> <p>List of Service Level Agreements (SLAs): -</p> <ul style="list-style-type: none"> • SLA01 – System uptime • SLA02 – Accessibility of Call Center for all calls • SLA 03 – Percentage of repeat calls. • SLA 04 – Average Speed to Answer (ASA)
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I. SLA01 – System uptime 99.5%

Voice response available to customer for all calls	
Objective	<p>This Service Level Agreement (SLA) implies that Call Center services are fully available and system is not down for any reason.</p> <p>Responsibility for uninterrupted availability of telephone connection and rectification of fault (whenever required) shall rest with the bidder.</p> <p>IHMCL or its Consultant shall measure the downtime, in which no road user could be serviced due to fault in the system, which includes Hardware, Software & Voice infrastructure, based on system logs & reports.</p>
Definition	<p>It will be calculated based on following formula</p> <p>“100-(Up time (minutes) / Total minutes in a month)x100”.</p> <p>For example, the system was down for 2 hours in July 15;</p> <p>Uptime will be [100- {120/ (31 days x 24 hours x 60 minutes)}x 100]= 99.73%.</p>
Method	
Data Capture	System down time should be captured by the IT systems/MIS at the Call Center.
Measurement Interval	Monthly
Reporting Period	Quarterly and immediate information on request should be given.
Penalties	

S. no.	System down time for a month	Penalty in percentage on monthly billed amount
1	up to 0.5%	Nil
2	Between 0.5% to 5%	5%
3	Between 5% to 10%	8%
4	more than 10%	10% of bill amount with a warning;
Note: Two consecutive warnings shall lead to forfeiture of PBG and if the services do not improve thereafter, IHMCL may consider termination of the Contract.		

II. SLA02 – Accessibility of Call Center for all calls (Call Abandoned Rate)

Call Abandoned Rate	
Objective	To measure the % of callers that fail to connect to Call Center. The purpose is to ensure that most road users attempting to contact Call Center should be able to connect to it.
Definition	<p>Percentage of calls getting rejected at MSC or Telecom provider switch directly connected to the Call Center during day Time Consistent Busy Hour (TCBH) averaged over the month.</p> <p>Percentage of calls getting rejected could be for want of Call Center capacity or fault in some element of the Call Center that is attributable to the Service Provider (Simply put, Calls missed or not responded by the Call center)</p>
Method	
Data Capture	The Service provider is responsible to carry out daily reconciliation after obtaining report from all connecting MSCs/ Telecom Service provider switches and the Call Center system. Reconciled figures for all days in a month will be totaled to arrive at monthly call failure figure.
Measurement Interval	Daily
Reporting Period	Monthly
Penalties	

Sr No	% of calls not able to connect to Call Center (averaged over a period of one month)	Penalty in % on monthly billed amount
1	<=3%	NIL
2	>3% but <= 5%	2%
3	>5% but <=10%	5%
4	>10%	7% of bill amount with a warning
Note: Two consecutive warnings shall lead to forfeiture of PBG and if the services do not improve thereafter, IHMCL may consider termination of the Contract.		

III. SLA 03 – Number of Repeat calls

SLA 03 –Number of Repeat calls	
Objective	<p>To measure the number of road users who call the Call Center more than once in a day.</p> <p>High percentage of repeat calls indicates problems at satisfying road users at first call.</p>
Definition	<p>Repeat calls will be defined as the calls made by callers who have already called the Call Center on the same date, for a particular issue (from 0.00 hrs. to 24.00 Hrs.), either from same or different telephone number.</p> <p>The purpose is to ensure that call Center operators are handling calls in satisfactory manner to ensure minimum need for road users to call again.</p>
Method	
Data Capture	MIS shall be able to capture and identify repeat calls. Service Provider shall analyze the reasons for repeat calls, as defined above.
Measurement Interval	Daily
Reporting Period	Monthly

Penalties		
Sr No	Cases of repeated calls averaged over a period of one month (More than 3 calls from same telephone number Or for same issue with in a day = 1 Case)	Penalty in % on monthly billed amount
1	<2% of total incoming calls of the month.	NIL
2	>2% but <=4%	1%
3	>4% but <=6%	2%
4	>6%	3% of bill amount with a warning
Note: Four consecutive warnings shall lead to forfeiture of PBG and if the services do not improve thereafter, IHMCL may consider termination of the Contract.		

IV. SLA 04 – Average Speed to Answer

Average Speed to Answer	
Objective	This is the percentage of calls that are answered by the Call Center operators within a specified time period.
Definition	It provides the waiting time in Automatic Call Distributor (ACD) queue after being connected by a caller to the Call Center but before being answered by the CCA.
Method	
Data Capture	Number of calls answered within 6 seconds as well as total number of calls should be captured by the IT systems/MIS at the Call Center. The SLA achieved levels shall be reported by MIS.
Measurement Interval	Daily
Reporting Period	Monthly

Penalties		
Sr No	%age of calls that are attended within 6 seconds	Penalty on monthly billed amount
1	More than 90 %	Nil
2	85 to 90 %	1%
3	80% to 85%	2%
4	Less than 80%	5% of bill amount with a warning;
Note: Two consecutive warnings shall lead to forfeiture of PBG and if the services do not improve thereafter, IHMCL may consider termination of the Contract.		

V. SLA 05 – Turn Around Time for Docket Generation

Turn Around Time for Docket Generation	
Objective	This is the percentage of Emergency calls for which ticket / docket is generated and submitted with complete required information within a specified time.
Definition	Total duration taken by CCA/call taker to generate and submit a ticket for emergency calls from call connect time to ticket submission time.
Method	
Data Capture	Number of emergency calls answered, number of tickets generated within 60 second. The SLA adherence levels achieved shall be reported by MIS.
Measurement Interval	Daily
Reporting Period	Monthly

Penalties		
Sr No	%age of emergency calls for which ticket/docket have been generated and submitted within 60 seconds	Penalty on monthly billed amount
1	More than 90 %	Nil
2	85 to 90 %	1%
3	80% to 85%	2%
4	Less than 80%	3% of bill amount with a warning;
Note: Two consecutive warnings shall lead to forfeiture of PBG and if the services do not improve thereafter, IHMCL may consider termination of the Contract.		

VI. SLA 06 – SLA for Outbound call backs against Disconnected, Missed, Abandoned Calls

SLA for Outbound call backs against Disconnected, Missed, Abandoned Calls	
Objective	This is the percentage of outbound calls made to respond to all Disconnected, Missed, Abandoned Calls.
Definition	Total time taken to revert call back to any Disconnected, Missed, Abandoned Calls
Method	
Data Capture	Total Number of Disconnected, Missed, Abandoned Calls and SMS responded by making outbound call within 30 second. The SLA adherence levels achieved shall be reported by MIS.
Measurement Interval	Daily
Reporting Period	Monthly

Penalties		
Sr No	%age of <i>Disconnected, Missed, abended calls and SMS</i> that are responded within 30 seconds	Penalty on monthly billed amount
1	More than 90 %	Nil
2	85 to 90 %	1%
3	80% to 85%	2%
4	Less than 80%	3% of bill amount with a warning;
Note: Two consecutive warnings shall lead to forfeiture of PBG and if the services do not improve thereafter, IHMCL may consider termination of the Contract.		

6.15. Call Centre Capacity* and Pricing Structure

- i. The call center is envisaged with the initial capacity* of 200 FTE (Full Time Equivalent) basis, spread across the day for the services to be provided for 24x7x365 across 3 shifts per day. The price quoted by the bidder will be on a per FTE basis for the above mentioned capacity.
- ii. The normal distribution of total FTEs shall be in the ratio of 2:2:1 in each shift, with minimum FTEs operational in night shift. This distribution is subject to change as per requirement of IHMCL.
- iii. Call center capacity refers to manpower deployed as CCA team. The other manpower deployed at the call center (i.e. Level-2 team/dispatcher, Back-end team, Management staff etc.) along with complete call center IT & Infrastructure setup should also be considered as part of the quoted price for initial capacity.
- iv. Each FTE should have 8 hours login per day, 240 hours login for 30 days calendar month and 248 hours login for 31 days calendar month. Every logged manpower seat in a shift should have frequent call handling during login hours.
- v. Any reduction in login hours due to absenteeism, office breaks, shift changes, weekly off etc. should be managed by the service provider by deploying additional manpower and roaster system.

6.16. BRIEF DESCRIPTION OF INDICATIVE TECHNOLOGY REQUIRED

1. Computer Aided Dispatch (CAD) System

The Platform should be enabled with control room operations through an integrated Computer Aided Dispatch system. The various operators - Call Taker, Dispatcher and Supervisor should be supported with CAD access. The Software should be customizable to implement various Standard Operating Procedures of the Control Room Operations. The Platform should be integrated with GIS System and GIS System should support use of Web Map Services like Google or custom built maps.

2. Automated Vehicle Location System (AVLS)

An integrated Fleet Management System for tracking of GPS Based Mobile resources like Ambulance, tow way crane, highway patrol vehicle etc.

The Platform will collect the location information sent over GPRS by the Mobile Data Terminal Or Mobile App to ground resource like Ambulance, Tow Way Crane, Highway Patrol etc.. The location information received will be processed by the Application Platform logged onto a database. This database will be used by the plotting software for plotting the position and En route status of the vehicle.

3. IPPBX Server and Gateway

IPPBX (Hardware & Software) shall be provided in high availability configuration. It Should be compatible with all telecom interfaces or Telecom Service providers. It should compatible with ISDN PRI, Analog trunks, H.323 trunk, SIP trunk. It should also provide facility to integrate with GSM, Radio devices. It should be wit Conference bridge that can manage multiple calls (min 5) simultaneous participants. The system must support log services for both Internal and External commands and configuration history for at least a 30 days. It should be supportive for integrated ACD Call Centre with CTI and advance call routing. The system shall have inbuilt web-based software for administration and maintenance of the system. It shall provide the features like reports about station alarms, trunk analysis, processor occupancy, system capacity etc. The Software shall provide real-time information or alerts and reports regarding health status e.g. up or down status, performance & resource utilization statistics etc. of the system and its components. It should be able to provide real time auto generated report about system occupancy.

4. Automatic Call Distributor (ACD)

The ACD system should support skill base routing, multiple group support, priority handling and Queue status indicator. It is desirable that calls to certain trunk groups or to certain dialed numbers be assigned a higher priority than other calls and that calls which overflow from another split be queued ahead of other calls. Automatic call distributor device should support load balancing of all calls. ACD must support call back to callers whose calls got abandoned. Automatic call distributor device should allow changing or adding or removing Officer skill dynamically while Officers are on calls. Call should be routed to IP Phone and call related signal

should be exchanged with the PC attached to the respective Officer. Automatic call distributor device should be able to collect request information, such as a zip code or account code, before the call is sent to an Officer and then route the call based upon that information. The system must have the ability to prompt a caller for information in terms of digit.

5. Multimedia System (Email, Chat, SMS)

An Email and Chat Solution that should allow non-voice communication channel like email, web chat, SMS to be routed to Non-voice officer based on skill set and officer availability. System should give queuing priority to emails received from users. System should be capable to distribute mails based on keywords in the subject or the body of the emails. Different rules can be used to route the mail to the right Officer or queue. The Web chat solution is required for users that prefer web chat as a medium to communicate with the officer

6. IP PHONES With Headset

The IP Phone should be provided with all desktops, and it shall have an interactive and user-friendly alphanumeric display to make use of the key phone very simple. The IP Phone should have programmable keys along with fixed feature buttons for Hold, Redial, Volume Up and Down, Mute, Hands free, Directory, Voice Message. There shall be possible to configure officer Login, Logout etc. The IP Phones shall support connection of Headset. Desk or wall mountable with optional wall mount adapter. The IP Phone shall have LED or LCD Indicator for Call Waiting and Message Waiting. The IP Phone shall have high resolution graphical grayscale LCD display. The IP Phone shall support Voice Activity Detection, Silence Suppression and Echo Cancellation. IP phone should have all basic other features and functionality required for a call centre.

7. Product OEM Basic Requirement

The OEM of the offered solution should be present in India for at least for the last 4 years, have a R&D Lab and a Technical Support Center in India.

8. Indicative Functionality & Features for CRM Software.

Indicative CRM Screen for reference

Agent ID – 1000	Status – Idle	Duration – 00:04:23	Queue – 0	Call Back – No	Search	Logout
Agent Name – Rahul	Break	Make Call	Transfer	Release	Hold	
Campaign – Level 1	Phone Number – 9999999999	Skill – Marathi	Call Type - Incoming			
Ticket Number - 123	Caller Name	Caller Type	City	State		
New Ticket	Update Ticket	Consult				
Ticket Number – 123 Ticket Start Time – 01.01.2021 05:04:22 AM Duration – 00:03:21 Campaign – Level 1 Action No. - 06						
Assigned By:	Ticket Tree:	Ticket Status:	Ticket Closure Type:			
Ticket Tree Selected:						
Agent Remarks:						
Field 1:	Field 2:					
Field 3:	Field 4:					
Save Ticket	Dispose Ticket	View History				

Indicative Key Functionalities of CRM:

- Auto call transfer facility for different language call campaign, transfer to another campaign etc.
- Multiple Campaign Integration – Multiple campaign like CCA, Level-2, Backend Team, Outbound team, Team Leaders, Manager, Stake holders like Bank, Toll Plaza, PIU and RO etc.
- Dedicated CRM screen for different type of campaigns, customization as per IHMCL requirement.
- Dashboard on screen to track the status of all generated tickets.
- Auto Call routing basis the caller language, skill-based routing.
- List of separate closure for each type of complaints and campaign.
- Customized Input field basis on the ticket type & campaign selection.

- Multiple logics for abandon calls/Call Dropped, like auto call back etc.
- Auto follow ups call with field team for emergency calls/incidents basis the timeline set by IHMCL.
- Performance tracking tools/dashboard for manpower engaged in different campaign.
- Dedicated tracking tool for all emergency calls/incidents reported at 1033 Helpline and dashboard and live status of emergency calls should be displayed on a dedicated video wall for effective monitoring by the Team Leader/Supervisor within the call center premises.
- Option to download excel data like complete CDR, complete and overall calls data, complaints and query data with all the information captured from callers, team productivity report, login report, CCA wise data and call/complaints category wise data etc.
- Option to download final report in pdf & excel format from CRM for each complaint with action history, follow up history and closure remarks.

6.17. Minimum Qualification Required For Manpower

1. CCA/Level -1 Call Taker

All CCA should fulfill below eligibility criteria:

- i. Qualification – Graduation (Any stream)
- ii. Minimum Age – 22 Years
- iii. Training & Certification After hiring – Process Training (15 Days) + 3 Days budding period.
- iv. **Experience** - Candidate with prior experience should be preferred. Process training by professional & certified trainer with relevant prior experience.
- v. The Call Center Agents (CCA's) shall have proficiency in dialects and communication skills so that they are able to communicate with and understand the caller.
- vi. Fluency in regional language for which specific region he/she is hired.
- vii. Candidate should be capable to handle Non-Emergency calls by providing necessary resolution.

2. Level -2 Team/Dispatcher

All Level-2 team members/Dispatcher should fulfill below eligibility criteria:

- i. Qualification – Graduation (Any stream)
- ii. Minimum Age – 22 Years
- iii. Training & Certification After hiring– Process Training + First Aid Training (15 Days) + 3 Days budding period.

- iv. **Experience** - Minimum 2 Years of work experience as team leader in any BPO, or similar work in other sector. It's an emergency helpline centre hence first aid medical training may be provided to these resources.
 - v. Fluency in regional language for which specific region he/she is hired.
 - vi. Candidate should be capable to handle Non-Emergency calls by providing necessary resolution.
3. Team Leaders/Supervisor
- i. Qualification – Graduation (Any stream)
 - ii. Minimum Age – 22 Years
 - iii. Training & Certification After hiring – Process Training + First Aid Training (15 Days) + 3 Days budding period.
 - iv. **Experience** - Minimum 2 Years of work experience as team leader in any BPO, or similar work in other sector.
 - v. Fluency in regional language for which specific region he/she is hired.
 - vi. Candidate should be capable to handle Non-Emergency calls by providing necessary resolution.
4. Assistant Managers
- i. Qualification – Graduation (Any stream)
 - ii. Minimum Age – 25 Years
 - iii. Training & Certification After hiring– Process Training + First Aid Training (15 Days) + 3 Days budding period.
 - iv. **Experience** - Minimum 4 Years of work experience as team leader in any BPO, or similar work in other sector. Candidate should be capable to handle Non-Emergency calls by providing necessary resolution.
5. Project Manager/Manager Operation
- i. Qualification – MBA
 - ii. Minimum Age – 28 Years
 - iii. Training & Certification After hiring – Process Training + First Aid Training (15 Days) + 3 Days budding period.
 - iv. **Experience** - Minimum 7 Years of work experience as team leader in any BPO, or similar work in other sector. It's an emergency helpline centre hence first aid medical training should be provided to all CCA and team leaders. First aid Training should be conducted by a registered medical institution who have valid government approval or license to provide such medical trainings. Process training by professional & certified trainer with relevant prior experience.
6. Manpower for WhatsApp Chatbot and Email process
- Responsibility of candidate include communicate with customers through live chat and send reply of emails and resolution update on email. Solve problems and troubleshoot.
- i. Qualification – Graduation (Any stream)
-
-

- ii. Minimum Age – 22 Years
- iii. Training & Certification After hiring– Process Training (15 Days) + 3 Days budding period.
- iv. The candidate should have Good English Written Skill and sound communication skill for this job.
- v. **Experience** - Minimum 6 months of work experience of chat/email process in any BPO.

IHMCL and / or its appointed Consultant shall have the right to evaluate at any stage the Call Centre manpower appointed by the Service provider as per industry standards. If the Call Center manpower is/are not found suitable as per industry standard, the Service Provider shall replace the manpower within one week without any further reference to IHMCL.

6.18. IHMCL's Responsibility

- a) 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:
- b) To release payments to Successful bidder in accordance with the Agreement
- c) To reasonably cooperate with the Successful bidder to enable it to render its services in terms of the Agreement.

6.19. 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:

- a) To perform the Scope of Work as set out in Section 6.
- b) To be responsible for compliance with Applicable Laws;
- c) 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.
- d) To provide Performance Security in the form of Bank Guarantee to IHMCL, in accordance with relevant section of RFP;
- e) 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;
- f) To keep sufficient accessories, spares, parts, etc., while discharging Scope of Work;
- g) To provide onsite support for the complete system;

- h) To provide necessary information and reports including those pertaining to problems relating to customer complaints to IHMCL and the entities authorized by IHMCL;
- i) To reasonably cooperate with IHMCL and other stakeholders concerned in relation to the matters covered under this Agreement; and
- j) To be responsible for safety and security of its staff;
- k) To deploy adequate number of resources with qualifications and skills commensurate to the job requirement;
- l) 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;
- m) Indemnify IHMCL against any damage/loss of property or personal of the agency during conduct of assignment.
- n) Sign the Non-Disclosure Agreement (NDA) with IHMCL.

7. ANNEXURE

7.1. Annexure 1: Bid Covering Letter

(In the letterhead of the Bidder)

To

Chief Operating Officer

Indian Highways Management Company. Ltd. (IHMCL)

G-5&6, Sector 10 Dwarka

New Delhi 110 075

Subject: _____

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) 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
- b) 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.

- c) 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.
 - d) 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.
 - e) I/We confirm that we have at least Five years of experience in setting up and operationalizing of Call Centre Service(s) in India as on bid due date.
 - f) **I/We have not been *declared ineligible*** by IHMCL, NHAI or Ministry of Road Transport & Highways, Government of India or any other agency for indulging in corrupt or fraudulent practices. I/We also confirm that I/We have not been *declared as non-performing or debarred* by NHAI or Ministry of Road Transport & Highways, Government of India.
 - g) **I/We haven't been blacklisted by a Central/ State Government institution/ Public Sector Undertaking/ Autonomous body** and there has been *no litigation* with any Government Department/ PSU/ Autonomous body on account of similar services.
5. I/We declare that our bid is valid for 120 days.

Name

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

7.2. Annexure 2: Brief Information about the Applicant(s)

(To be prepared on letterhead of the Applicant)

Subject: Selection of _____

1. Bidder Details

- a. Name of Applicant:
- b. Year of establishment:
- c. Registered Address:
- d. Constitution of the Applicant entity e.g. Government enterprise, private limited company, limited company, etc.

2. Address for correspondence with Telephone/ Fax numbers/ e-mail address:

- (a) Authorized Person with Complete postal address:
- (b) Fixed telephone number
- (c) Mobile number
- (d) E-mail address
- (e) Official Bank (for returning EMD)
- (f) Bank Account Name, Number, IFSC Code (for returning EMD)

3. Name of the Statutory Auditor/CA certifying the documents along with his/ her Membership number, if applicable:

4. Applicant details (Please include details, if applicable)

Required Info	Documentary Evidence Attached (Yes/No, along with page no.)
Field of business	
Registration Status	
Qualifying Projects – value, client, key features	

Average Turnover	
Is Bidder debarred by any Government entity (Yes/No)	

5. Financial details/projects meeting the qualifying criteria

Name

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

7.3. Annexure 3: Undertaking

Subject: Selection of _____ RFP Ref. _____

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our Company/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

(Signed by an Authorized Officer of the bidder)

Title of Officer

Name of bidder

DATE

7.4. Annexure 4: Bidder's Annual Turnover

RFP Ref _____ (Date)

From,
(Name & Address of the Bidder)

To,
Chief Operating Officer,
Indian Highways Management Company Ltd.
G-5&6, Sector 10 Dwarka
New Delhi 110 075

Subject: -----

Dear Sir/Madam,

We hereby certify that the average annual turnover of M/s. _____ (name of the bidder) for the last three financial years (ending 31st March 2021) is as given below:

Annual Turnover for the last 3 Financial Years (FYs) in Indian Rupees (INR)			
FY 2018-19	FY 2019-20	FY 2020-21	Average

Annual Net worth for the last 3 Financial Years (FYs) in Indian Rupees (INR)			
FY 2020-21	FY 2019-20	FY 2018-19	Positive /Negative as on 31 st March 2021

Yours Sincerely,

(Signature of Statutory Auditor/CA)

Name of the Statutory Auditor/CA:

Seal:

7.5. Annexure 5: Power of Attorney/Letter of Authorization

Know all men by these presents, we, M/s (name of Firm/ Company and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./ Ms..... son/daughter/wife of..... and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorized Signatory or Attorney**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our quotation for empanelment as the agency for -----, proposed by Indian Highways Management Co. Ltd., including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses to IHMCL, representing us in all matters before IHMCL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with IHMCL in all matters in connection with or relating to or arising out of our proposal for the said assignment and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Signatory or Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVE-NAMED PRINCIPAL HAVE PURSUANT TO THE RESOLUTION DATED OF THE BOARD OF DIRECTORS IN THAT BEHALF CAUSED ITS COMMON SEAL, EXECUTED THIS

POWER OF ATTORNEY ON THIS DAY OF, 2020

For

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized

Accepted

.....

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

Notes:

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. **The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be registered or duly notarized by a notary public.***

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed The Hague Legislation Convention 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Apostles certificate.

7.6. **Annexure 6: Brief Methodology and Work Plan**

- i. The Bidder should prepare a presentation and provide a copy thereof as a part of this form. The presentation should clearly demonstrate the understanding of the scope of work
- ii. Proposed methodology and work plan including handling of emergency / critical situations on priority given the fact that any call could be critical / emergency among the stream of incoming calls.
- iii. Proposed methodology for handling of other non-emergency highway related calls and FASTag related calls.
- iv. Location of the proposed call Centre with relevant details like proposed connectivity, call routing etc.
- v. Proposed key call types and indicative SOP for the same.
- vi. Focus on innovation proposed beyond requirements.

7.7. Annexure 7: Format for Performance Bank Guarantee

To,
Chief Operating Officer,
Indian Highways Management Company Ltd
G-5&6, Sector 10 Dwarka
New Delhi – 110075, India

WHEREAS _____[Name and address of Agency]
(hereinafter called “the Service Provider”) has decided to apply to IHMCL for providing services,
in pursuance of IHMCL letter of work award No. _____ dated dd/mm/yyyy for “**Request for
Proposal (RFP) For** _____”
” (hereinafter called the “Contract”).

1. AND WHEREAS it has been stipulated by IHMCL in the said letter that the Service Provider shall furnish a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the terms & conditions of the Contract Agreement.
2. AND WHEREAS we have agreed to give the Service Provider such a Bank Guarantee:
3. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider up to a total of `/- (Rupees) only, such sum
being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of `/- as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
4. We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.
5. We further agree that no change or addition to or other modification of the terms of the service provider or of the works to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall

in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

6. We undertake to pay to the IHMCL any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider(s) shall have no claim against us for making such payment.
7. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Service Provider or of the Bank.
8. This guarantee shall also be operable at our _____ branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
9. This bank guarantee shall be valid from
10. Notwithstanding anything contained herein:
 - (i) Our liability under this Bank Guarantee shall not exceed `/-
 - (ii) The Bank Guarantee shall be valid up to.....
 - (iii) We are liable to pay the Guarantee amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand on or before

Name:

Date:

Designation:

Employee Code Number:

Telephone Number:

Name of issuing bank branch _____

Address _____

Telephone number _____

E-mail: _____

Name of bank branch at New Delhi _____

Address _____

Telephone number _____

E-mail: _____

Name of controlling bank branch _____

Address _____

Telephone number _____

E-mail: _____

* The bank guarantee shall be verified through SFMS package.

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 Inbound Call Centre, Number of seats, Other BPO activity/Outbound Call Centre, Highways User's Assistance Related Inbound Calls Centre and FASTag related Inbound Call Centre	
Number of Seats/FTE	
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 Financial Proposal

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

Particular	Rate per FTE per Month (in INR.) Excluding GST
Monthly charges per FTE for Setting up and Operationalizing 24x7 NH Helpline 1033 (Toll Free) for Road Users on National Highways	

Bidder needs to fill ONLY Yellow cells

7.10. Annexure 10: Summary of Project Experience Submitted by Bidder

Name of Bidder - _____

EXPERIENCE IN CALL CENTRE SERVICES

S. No.	Name of the Client	Contract Value	Start Date	End Date (Leave blank if project is ongoing)	Brief Scope of Work	Seat capacity (Inbound calls)	Seat capacity (Outbound calls)	Whether Copies of Purchase Orders / Contracts from the Client attached? (Yes/No)	Contact Detail of Client (Name, Address, Contact Number, Email ids)

Sl. No.	Name of Project	Client Name	Number of Inbound Seats/Other Seats/Type of Call Center	Start Date of Work	Completion Date of Work	Status (Completed/Ongoing)	Reference for Documentary Evidence to the Technical Proposal/Bid Submitted (Page no., Document name)
For Experience PQ							

For Experience TQ – B1							
For Experience TQ – B2							
For Experience TQ – B3							
For Experience TQ – B4							
For Experience TQ – B5							

We are attaching the required copies of the Purchase Orders / Contracts/ testimonials from the respective client Organizations.

Authorized Signatory:

Name & Title of Signatory:

Name of Bidder

Important Notes Please mention the experience in above table in decreasing order of project/contract cos

7.11. Annexure 11: Pre-bid Query Format

(To be submitted in Excel Format ONLY)

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.

7.12. Annexure 12: Change Control Note (CCN)

Change Control Note		CCN Number:	
Part A: Initiation			
Title:			
Originator:			
Sponsor:			
Date of Initiation:			
Details of Proposed Change			
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)			
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 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 Service Provider
Signature	Signature
Name	Name
Title	Title
Date	Date

7.13. Annexure 13: Format for Bank Guarantee for EMD

B.G. No.

Dated:

To,

COO,

Indian Highways Management Company Ltd (IHMCL)

G-5&6, Sector 10 Dwarka

New Delhi – 110075

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

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

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

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

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

6. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any

reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set-forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

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

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

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

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

thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

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

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

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

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

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

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

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

(Signature of the Authorized Signatory)

(Official Seal)

Name:

Date :

Designation:

Employee Code Number:

Telephone Number:

Name of issuing bank branch _____

Address _____

Telephone number _____

E-mail: _____

Name of bank branch at New Delhi _____

Address _____

Telephone number _____

E-mail: _____

Name of controlling bank branch _____

Address _____

Telephone number _____

E-mail: _____

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

A/c Holder Name = Indian Highways Management Company Limited

Bank Name = Canara Bank

A/c No. = 8598201006217

IFSC = CNRB0008598

Branch = Delhi NHAI Dwarka Branch New Delhi-110075