

Request for Proposal (RFP)
For
Selection of Vendor for
Providing Hosting Solution and Carrying out Validation
of Traffic Survey Data

Tender Ref No. : IHMCL/TrafficSurveyHosting/2022/01

Date : 02 June 2022

INDIAN HIGHWAYS MANAGEMENT COMPANY LTD.
(a company promoted by NHAI)



DISCLAIMER

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

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

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

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

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

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

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

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by IHMCL or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain

with the Applicant and IHMCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding Process.

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1. NOTICE INVITING TENDER

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

Name of the Work	Bid Security	Document Fee (non-refundable)	Closing date and time for Online bid Submission
RFP For Selection of Vendor for Providing Hosting Solution and Carrying out Validation of Traffic Survey Data	Bid Securing Declaration form as per Annexure - 8	INR 5,000/- (Rupees Five Thousand Only)	See Key Dates

2. The complete Bidding Documents can be viewed / downloaded from e-procurement portal <http://etenders.gov.in>. The Bids shall be liable for summarily rejection unless accompanied by the requisite Document Fee and Bid Securing Declaration form 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, NHAI HQ, 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. **"Bidder" or "Applicant"** means, an entity/company which participates in the Bid process and submits its proposal/bid pursuant to this RFP.
- iv. **"Commencement date"** means the date upon which the Successful bidder receives the notice to commence the work issued by IHMCL.
- v. **"Contract"** shall mean & include RFP, Notice for Inviting Tender (NIT), the tender documents and letter of acceptance thereof and the formal agreement, to be executed between IHMCL and the Successful bidder together with the complete documents referred to therein including the conditions with appendices and any special conditions, the specifications, designs, drawings, bill of quantities with rates and amounts. All these documents taken together shall be deemed to form one Contract and shall be complementary to each other.
- vi. **"NHAI"** means National Highways Authority of India
- vii. **"IHMCL"** means Indian Highways Management Company Limited.
- viii. **"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.
- ix. **"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.
- x. **"Local Currency"** means the Indian Rupees.
- xi. **"MoRTH"** means Ministry of Road Transport and Highways.
- xii. **"Party"** shall mean IHMCL or Bidder individually and "Parties" shall mean IHMCL and Bidder collectively.
- xiii. **"Personnel"** means persons hired by the Successful bidder as employees and assigned to the performance of the Services or any part thereof.
- xiv. **"Purchaser" or "Authority"** means Indian Highways Management Company Limited (IHMCL), as applicable.
- xv. **"RFP"** shall mean this Request for Proposal dated 02 June 2022, including the written clarifications & Corrigendum/Addendum issued by IHMCL in respect of the RFP from time to time.
- xvi. **"Services"** means requirements defined in this RFP including all additional services associated thereto to be delivered by the Successful Bidder.
- xvii. **"Successful Bidder"** means the bidder, who, after the complete evaluation process, has been issued the Letter of Award by IHMCL.

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

3. INSTRUCTIONS TO BIDDERS

3.1. Scope of Bid

- 3.1.1. IHMCL invites proposals/bids from eligible entities having the requisite technical and financial capabilities.
- 3.1.2. The Bids would be evaluated on the basis of the evaluation criteria set out in this Request for Proposal (RFP) Document in order to identify the Successful Bidder for providing the services envisaged under this RFP.
- 3.1.3. Terms used in this RFP Document which have not been defined herein shall have the meaning recognized thereto in the draft Contract Conditions.
- 3.1.4. Pursuant to the release of this RFP Document, IHMCL shall receive bids, prepared and submitted in accordance with the terms set forth in this RFP Document and other documents provided by IHMCL pursuant to this RFP Document including annexure/ Appendix hereto (collectively referred to as the "Bid Documents"), as modified, altered, amended and clarified from time to time by IHMCL.
- 3.1.5. This RFP Document and all attached documents are and shall remain the property of IHMCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective bids in accordance herewith. Bidders shall not use it for any purpose other than for preparation and submission of their bids.
- 3.1.6. The statements and explanations contained in this RFP Document are intended to provide an understanding to the Bidders about the subject matter of this RFP Document and shall not be construed or interpreted as limiting, in any way or manner whatsoever, the scope of services, work and obligations of the Successful Bidder to be set forth in the RFP or IHMCL right to amend, alter, change, supplement or clarify the scope of service and work, the Contract conditions to be awarded pursuant to the RFP Document including the terms thereof, and this RFP Document including terms herein contained. Consequently, any omissions, conflicts or contradictions in the Bid Document are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by IHMCL.
- 3.1.7. Bidders may note that IHMCL will not entertain any material deviations from the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the terms and conditions of the draft Master Service Agreement. Any conditional Proposal is liable for outright rejection.
- 3.1.8. Conditional or incomplete proposals are liable to be treated as non-responsive and, therefore may be rejected at the sole discretion of IHMCL.

3.2. Eligibility/Pre-Qualification criteria

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

SI #	Requirement Parameter	Eligibility Criteria	Supporting Documents to be provided
1.	Legal Entity	<p>The Bidder can be either</p> <p>a) The Bidder must be a company incorporated / registered in India under the Companies Act 1956/2013 or an LLP firm registered under the Limited Liability Act, 2008.</p> <p>OR,</p> <p>b) A Consortium is permissible subject to fulfilling the following conditions:</p> <ol style="list-style-type: none"> members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall be responsible for all interactions and co-ordination with IHMCL; maximum number of members in the Consortium shall be two (2), including the Lead Member, both complying to condition 'a' above; the members in the Consortium shall be jointly and severally liable; The nomination(s) shall be supported by a Power of Attorney, as per the format at Form Annexure-3 and Annexure-5, signed by all the members of the Consortium. any entity who has submitted Proposal for this RFP in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium; Members of the Consortium shall jointly fulfill eligibility conditions; The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations. <p>i. The members of the Consortium shall enter into a Memorandum of Understanding (MoU) for the purpose of submission of the Proposal.</p> <p>The Sole Bidder / all members in case of a Consortium should be registered with appropriate Authority for GST in India.</p>	<p><u>For sole bidder/lead member and all members of the Consortium as applicable.</u></p> <ul style="list-style-type: none"> • Copy of Certificate of Incorporation • GST Registration certificate • MoU in case of a Consortium as per format provided in Annexure – 11. • Power of Attorney as per format provided in Annexure-3 and Annexure-5

SI #	Requirement Parameter	Eligibility Criteria	Supporting Documents to be provided
2.	Annual Turnover	<p>The Sole Bidder or any Member(s) of the Consortium individually or combined (in case of Consortium) should have an average annual turnover of minimum Rs. 5 crores during any three consecutive financial years between 2017-18, 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><u>For sole bidder or all members of the Consortium, as applicable</u></p> <p>Certificate from the Statutory Auditor/CA clearly specifying the annual turnover for the specified years in Annexure 4</p> <p>And</p> <p>Audited and Certified copies of Balance Sheet and Profit/Loss Account of last 3 consecutive Financial Years last three (03) consecutive financial years, i.e., 2017-18, 2018-19, 2019-20, 2020-21</p>
3.	Net worth	<p>The Sole bidder or all Members of the consortium, in case of consortium must have positive Net worth in Indian Rupees as on 31 March 2021.</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 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>	<p><u>For sole bidder or all members of the Consortium, as applicable</u></p> <p>Certificate from the Statutory Auditor/CA clearly specifying the net worth of the firm as on 31 March 2021. As per format provided in Annexure 4.</p>
4.	Project Experience	<p>The Sole Bidder or any member, in case of Consortium should have been successfully awarded, implemented and performed operations and maintenance of at least one project of minimum contract value of Rs. 20 lakh which involves aggregation of data from multiple agencies, hosting of data and carrying out manual validation of data in India during last seven years for Central/State Government departments/entities including PSUs as on the Bid Due Date.</p> <p>The project(s) should have been either completed or an ongoing project where deliverable or milestone has been successfully met.</p>	<p><u>For Sole Bidder or any Member, in case of Consortium:</u></p> <p>a) Work order/ Contract clearly highlighting the relevant scope of work, days of traffic survey, technology and contract value, year of execution.</p> <p>AND</p> <p>b) Completion 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</p>

SI #	Requirement Parameter	Eligibility Criteria	Supporting Documents to be provided
			<p>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 7.</p>
5.	Undertaking of Blacklisting	The Sole bidder or all member in case of consortium should not have been blacklisted by any State / Central Government Department or Central /State PSUs in India or Abroad as on Bid Due Date.	<p><u>For sole bidder or all members of the Consortium, as applicable</u></p> <p>Undertaking by the bidder as per Annexure-1.</p>
6.	Undertaking on Conflict of Interest	<p>The Sole Bidder or all Member in case of Consortium, or their parent / subsidiary /sister concern company should NOT be currently engaged by NHAI for user fee collection or as a Consultant at any NH Fee plazas across the country as on bid due date of the RFP.</p> <p>The successful bidder shall further undertake that it shall not be involved in activities such as user fee collection, as a Consultant at NH Fee plazas, carrying out traffic surveys for IHMCL during the Contract Period.</p>	<p><u>For sole bidder or all members of the Consortium, as applicable</u></p> <p>Undertaking by the bidder as per Annexure-1</p>

3.2.2. 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.

3.2.3. 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, and not, unless specifically requested, to other associated companies or firms.

3.2.4. 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 3 and Annexure 5 authorizing the signatory of the Bid to sign the Bid and all related documents.

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. Acknowledgement by Applicant

3.6.1. 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 **Error! Reference source not found.** above; and
- d) Agreed to be bound by the undertakings provided by it under and in terms hereof.

3.6.2. 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.

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

3.7.1. 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.

3.7.2. 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.

3.7.3. 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.

3.7.4. In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the concession 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 Concessionaire either by issue of the LOA or entering into of the Concession Agreement, and if the Applicant has already been issued the LOA or has entered into the Concession 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 Concession Agreement or under applicable law.

3.7.5. 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.

3.8. Clarifications

- 3.8.1. 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 12. The responses will be sent by published on e-tender portal.
- 3.8.2. 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.
- 3.8.3. 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.
- 3.8.4. 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.

3.9. Amendment of RFP

- 3.9.1. 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.
- 3.9.2. Any Addendum thus issued will be published on e-procurement portal.
- 3.9.3. 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.

3.10. Language

- 3.10.1. 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.

3.11. Bid Validity

- 3.11.1. Bids shall remain valid for a period of 180 days from the Bid due date. Any Bid valid for a shorter period shall be rejected as non-responsive. IHMCL has sole discretion to extend the period beyond 180 days.
- 3.11.2. 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.

3.12. Bid Security

- 3.12.1. The Bidder shall furnish Bid Securing Declaration form as per format provided in Annexure-8

3.13. Alternative Proposals by Bidders

- 3.13.1. 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.

3.14. Submission, Format and signing of Application

- 3.14.1. All documents including Application Fee, Bid Securing Declaration Form, 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.
- 3.14.2. The non-refundable Document Fee needs to be deposited in following bank Account of IHMCL and proof of payment needs to be submitted in the Technical Proposal Document: -
 - 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
- 3.14.3. Below-mentioned documents needs to be submitted physically at IHMCL office as per timelines mentioned in the Key Dates of the RFP:
 - Copy of proof of submission of Document Fee in IHMCL bank account as mentioned in clause 3.14.2
 - Original Bid Securing Declaration Form as provided in Annexure -8
 - Original Power of Attorney/ Letter of Authorization and Power of Attorney of Lead Member in case of Consortium, as applicable.

3.14.4. 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.

3.14.5. 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.

3.15. Deadline for Submission of Bid

3.15.1. 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.

3.15.2. 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.

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

3.16. Late Applications

3.16.1. 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.

3.17. Modifications/ substitution/ withdrawal of Applications

3.17.1. 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.

3.17.2. 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.

3.18. Opening and Evaluation of Applications

- 3.18.1. 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.
- 3.18.2. Applications for which a notice of withdrawal has been submitted in accordance with Clause 3.17 shall not be opened.
- 3.18.3. IHMCL will subsequently examine and evaluate Applications in accordance with the provisions set out in this RFP.
- 3.18.4. 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.
- 3.18.5. 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.
- 3.18.6. 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.
- 3.18.7. 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.
- 3.18.8. 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.

3.19. Examination and Evaluation of Bids

- 3.19.1. Opening of Bids will be done through online process only.
- 3.19.2. 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.
- 3.19.3. 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.
- 3.19.4. Phase - 1: Pre-Qualification/Eligibility Criteria: -
 - a) The Technical Bids will be evaluated by an Evaluation Committee. The Bidder shall have to fulfil all the Eligibility Criteria as specified in the RFP. Following documents shall be

- evaluated as per part of Phase-1: - Document Fee, Bid Securing Declaration Form, PoA and other Eligibility Documents and Annexures.
- b) The Bidder shall have to submit all the required documents as per various formats provided in Annexures. These documents will be scrutinized in this phase of evaluation. Those Bidders who do not fulfil the terms and conditions of Eligibility Criteria as specified in this tender will not be eligible for further evaluation.
 - c) Evaluation of Technical Bids by the Evaluation Committee shall not be questioned by any of the Bidders. IHMCL may ask Bidder(s) for additional information, visit to Bidder's site and/ or arrange discussions with their professional, technical faculties to verify claims made in Technical Bid documentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal.
 - d) Based upon the evaluation of these documents and the conditions specified in the RFP, IHMCL shall announce the names of the Bidders who have qualified for Phase-2 Financial Bid Evaluation. It is hereby clarified that financial bid of only such Bidders who are declared qualified/responsive as stated herein shall be performed.

3.19.5. Phase – 2: Financial Bid Evaluation:

- a) The Financial Bids of ONLY the Bidders who are declared as technically qualified/responsive will be evaluated. The Financial Bid Evaluation will be based on the **"Total Cost"** quoted by the bidder which would be inclusive of all levies and taxes like Excise Duty, Custom Duty, packing, forwarding, freight and insurance, Octroi/Entry Tax, etc. or as applicable taxes, but exclusive of GST.
- b) The financial Bids that are not as per the format provided in Annexure - 09 shall be liable for rejection.
- c) The bidder that has quoted the lowest **Total Cost ("L1 Bidder")** shall be declared as the preferred bidder.
- d) If there is a discrepancy between words & figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, its Bid shall be rejected, and necessary steps shall be taken as prescribed in Annexure -8.

3.20. Award Criteria

- 3.20.1. Subject to Clause 3.19, the IHMCL will award the Contract to the Bidder whose Bid has been determined to be responsive to the Tender documents and who has quoted the lowest Total Cost.
- 3.20.2. Prior to the expiration of the Bid validity, the IHMCL will notify the successful bidder that his Bid has been accepted. IHMCL will mention the contract value in the Letter of Award (LOA).
- 3.20.3. The Contract Agreement will incorporate all agreements between the IHMCL and the successful Bidder. It will be signed by the IHMCL and the successful Bidder after the

performance security is furnished. IHMCL will issue notice to commence the work after signing of contract.

3.20.4. Upon furnishing of the Performance Security by the successful Bidder, IHMCL will promptly notify the other Bidders that their Bids have been unsuccessful.

3.21. Confidentiality

3.21.1. 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.

3.22. Tests of responsiveness

3.22.1. Prior to evaluation of Applications, IHMCL shall determine whether each Application is responsive to the requirements of the RFP. An Application shall be considered non-responsive 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/eligibility 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.

3.22.2. 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.

3.22.3. 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.

3.23. Imbalanced Bid

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

3.24. Submission of Bids

- 3.24.1. The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.
- 3.24.2. 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.

3.25. Proprietary data

- 3.25.1. 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.

3.26. Correspondence with the Applicant

- 3.26.1. 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.

3.27. Notification of Award of Contract

- 3.27.1. 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. The Successful bidder shall be required to provide acceptance of LOA within 03 days of intimation by IHMCL.
- 3.27.2. The Contract will incorporate all agreements between IHMCL and the Successful Bidder. It will be signed by IHMCL and the Successful Bidder after the performance security is furnished by

the Successful Bidder. IHMCL will issue notice to commence the work after signing of Contract Agreement or submission of Performance Security as the case maybe.

3.27.3. Upon furnishing of the Performance Security by the Successful Bidder, IHMCL will promptly notify the other Bidders that their Bids have been unsuccessful.

3.28. Signing of Contract

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

3.29. Performance Security

3.29.1. Within 10 (Ten) days of the receipt of the Letter of Award, the Successful Bidder shall submit an irrevocable and unconditional Bank guarantee issued in the name of IHMCL for an amount equal to 10% of Total Cost, 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.

3.29.2. 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.

3.30. Bank Guarantee (BG)

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

- i. Any Nationalized Bank
- ii. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 crores as per the latest Audited Balance Sheet of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account
- iii. III. A Foreign Bank (issued by a branch outside India) with a counter guarantee from any Indian Nationalized Bank.
- iv. Export Import Bank of India

3.30.2. 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.

3.31. Corrupt or Fraudulent Practices

3.31.1. IHMCL will reject a proposal for award and appropriate the Performance Security or take necessary steps as mentioned in Bid Securing Declaration Form, 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.

- 3.31.2. IHMCL will declare the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract by IHMCL if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.
- 3.31.3. "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.
- 3.31.4. "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.

3.32. Conflict of Interest

- 3.32.1. 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.
- 3.32.2. The Purchaser requires that the Successful Bidder provides solutions which at all times hold the Purchaser's interest's 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.
- 3.32.3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- 3.32.3.1. the Bidder and any other Bidder, have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, in the other Bidder, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - 3.32.3.2. where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
 - 3.32.3.3. a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than

26% (twenty-six per cent) of the subscribed and paid up equity shareholding of such intermediary.

3.33. Miscellaneous

- 3.33.1. 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.
- 3.33.2. 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.
- 3.33.3. 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.
- 3.33.4. 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.

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, Bid Securing Declaration Form, 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	Date
1.	Invitation of RFP	02 June 2022
2.	Last date for receiving queries	08 June 2022
3.	Pre-Bid meeting ¹	09 June 2022
4.	Bid Due Date for submission on e-tender portal	23 June 2022 (Up to 17:00 Hrs IST)
5.	Bid Due Date for physical submission of following documents at IHMCL office: - <ul style="list-style-type: none">• Document Fee• Bid Securing Declaration Form• Power of Attorney (Original)	23 June 2022 (Up to 17:30 Hrs IST)
7.	Opening of Technical Bids	24 June 2022 (17:00 Hrs IST)
11.	Validity of Bid	180 days from Bid Due Date

¹Prebid Meeting shall be conducted through VC – Meeting details shall be sent to those from email Id tenders@ihmcl.com from whom queries have been received by due date. Interested bidders may ask for meeting details one day prior to the pre-bid meeting.

5. CONDITIONS OF CONTRACT

5.1. Conditions of Contract

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

5.2. Governing Language

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

5.3. Applicable Law

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

5.4. Interpretation

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

5.5. Right to Amend Project Scope

- 5.5.1. IHMCL retains the right to amend the Project Scope, without assigning any reason at any time during the Contract Period. IHMCL makes no commitments, express or implied, that the full scope of work as described in this RFP will be commissioned.
- 5.5.2. IHMCL, may at any time, at its sole discretion defer the implementation at certain fee plazas as per its requirements.

5.6. Payment Terms

- 5.6.1. Payments will be made in Indian Rupees only.
- 5.6.2. Successful Bidder shall submit invoice to IHMCL on a Quarterly basis.
- 5.6.3. Within 60 days of receiving invoice from the Successful Bidder, IHMCL shall release payment to the Successful Bidder after deduction of penalty/damage, if any.
- 5.6.4. Successful Bidder shall submit all supporting documents/reports etc. as required to validate the work.

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. Within Ten (10) days of receipt of formal instruction from IHMCL, the Successful Bidder shall commence the operation.

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. The Successful Bidder, if faced with problems in timely commencement of operation, shall immediately inform IHMCL in writing/Email, about the causes of the problem /delay and tentative duration of such delay etc.

5.8.3. The Successful Bidder is expected to commence the Services as per activity timelines prescribed in the RFP. If the Successful Bidder fails to either sign the Agreement, commence the services, as specified herein, IHMCL may invite the second lowest cost (i.e. L2) Bidder for contract signing. In such an event, the Performance Security, as the case may be, of the first ranked Bidder shall be liable to be forfeited

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 One (01) year from date of signing of Contract Agreement.

5.10.2. The period of Contract duration may be further extendable on yearly basis up to additional 01 years at the sole discretion of IHMCL on the same terms and conditions as defined in RFP.

5.11. Insurance

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

5.12. Force Majeure

5.12.1. Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence of a Force Majeure event which is beyond the control of any of the Parties, including, but without limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority,

epidemics, pandemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.

- 5.12.2. If a Force Majeure arises, the Successful bidder shall promptly notify IHMCL in writing of such condition and the cause thereof. Unless otherwise directed by IHMCL, the Successful bidder shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Parties shall be excused from performance of their respective obligations in whole or part as long as such Force Majeure event continues to prevent or delay such performance by the Parties. However, in case such Force Majeure event lasts for a continuous period of 60 days, either Party may terminate the Contract.

5.13. Indemnification

- 5.13.1. The Successful Bidder shall indemnify, defend, save and hold harmless, IHMCL, NHAI and MoRTH and their officers, employees, servants, and agents (hereinafter referred to as the "IHMCL Indemnified Persons") against any direct loss, damage, claims, cost and expense of whatever kind and nature (including without limitation, legal fees, claims and expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of or are based upon any order passed by any statutory authority including Courts, tribunals or other judicial/quasi-judicial authorities, on account of breach of the Successful Bidder's obligations under this Contract or any other related agreement or otherwise, any fraud or negligence attributable to the Successful bidder or its Agents under contract or tort or on any other ground whatsoever, all eventualities of theft, dacoity, robbery, etc., except to the extent that any such suits, proceedings, actions, demands and claims has arisen due to any breach or default of this Contract on the part of IHMCL Indemnified Persons.
- 5.13.2. The Successful Bidder shall indemnify IHMCL Indemnified Persons from all legal obligations in respect of professionals deployed by the Successful Bidder. IHMCL Indemnified Persons shall also stand absolved of any liability on account of death or injury sustained by the Successful Bidder's workmen, staff/employees during the performance of their work and also for any damages or compensation due to any dispute between the Successful Bidder and its workmen, staff/employees.
- 5.13.3. In addition to the aforesaid, the Successful bidder shall fully indemnify, hold harmless and defend IHMCL Indemnified Persons from and against any and all direct loss, damage, cost and expense of whatever kind and nature (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Successful Bidder or by its Agents in performing the Successful bidder's obligations or in any way incorporated in or related to this Contract. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Successful bidder shall make every reasonable effort, by giving a bond (of the type and value as required) or otherwise, to secure the revocation or suspension of the injunction or restraint order and continue to perform its obligations hereunder.

If the Successful bidder is unable to secure such revocation within a reasonable time, it shall, at its own expense, and without impairing the Specifications and Standards, shall rectify such defaults and shall also be liable for damages to IHMCL for the corresponding loss during the interim period on this account.

5.13.4. The provisions of Clause 5.13 shall survive Termination.

5.13.5. The remedies provided under Clause 5.13 are not exclusive and shall not limit any rights or remedies that may otherwise be available to IHMCL Indemnified Persons at law or in equity.

5.14. Termination

5.14.1. ON EXPIRY OF THE CONTRACT: The Agreement shall be deemed to have been automatically terminated on the expiry of the Contract period unless the IHMCL has exercised its option to extend the Contract in accordance with the provisions, if any, of the Contract. Upon Expiry/ Termination of Contract, Successful Bidder shall: -

a) transfer all data related to Traffic Survey and Services provided by the Successful Bidder under this RFP, to IHMCL or any other entity as directed by IHMCL.

b) transfer relevant documents/permissions/licenses to IHMCL or any other entity as directed by IHMCL; and

c) transfer and/ or deliver permits obtained under the Applicable Law pertaining to the Project.

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) The Successful bidder fails to commence the work as per timelines provided in the Contract Agreement or date of issuance of instruction for commencement notice issued by IHMCL.

e) The Successful bidder fails to furnish the required securities or extension thereof in terms of the Contract.

f) The Successful bidder found in breach of NDA or shares traffic survey data to any third party without intimation of IHMCL.

g) The Successful bidder stops work, and the stoppage has not been authorized by IHMCL.

h) 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.

i) 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.

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.

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.

5.15. Appropriation of Performance Security

5.15.1. Upon failure of the Successful bidder to commence the services, for any reason whatsoever, within the period set forth in this Contract or the extended period thereunder, IHMCL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to levy Damages as per Clause 5.9 hereinabove.

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

5.16. Miscellaneous

5.16.1. 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.

5.16.2. 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 those of any member of the Consortium] or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- vi. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Contract or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Contract;

5.16.3. 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).

5.16.4. 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.

5.16.5. 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.

5.16.6. Exclusion of implied warranties etc.

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

5.16.7. 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.

5.16.8. 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.

5.16.9. 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.

5.16.10. 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.

5.16.11. 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.

5.16.12. Successors and assigns

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

5.16.13. Dispute resolution procedure

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

5.16.14. 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 5.16.14 (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.

5.16.14.1.1.

5.16.15. Limitation of Liability

The Successful Bidder's liability under this Contract shall be determined as per Applicable law. The Successful Bidder shall be liable to IHMCL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Successful Bidder its affiliates, subsidiaries, stockholders, subcontractors, suppliers, directors, officers, employees, assigns and agents, including loss caused to IHMCL on account of defect in goods or deficiency in services on the part of Successful Bidder or his agents or any person / persons claiming through or under said Successful Bidder.

5.16.16. Intellectual Property Rights

The Successful Bidder agrees that work done by the Successful Bidder including but not limited to all information, reports, studies, flow charts, diagrams, drawings, technical specifications, estimates, design calculations, patents, trademarks, service marks, logos, get-up, trade names, internet domain names, blue prints, copyrights and other intangible and tangible material of any nature whatsoever produced by or as a result of any of the Services rendered by the Successful Bidder shall be the sole and exclusive property of the IHMCL. In furtherance thereof, the Successful Bidder agrees to grant, assign, transfer to IHMCL all rights, title and interest of any kind, in and to any work produced out of the Services rendered hereunder. The Successful Bidder shall not be entitled to make use of any of the work produced by the Successful Bidder while rendering Services in terms of this Contract save and except as may be expressly permitted in writing by IHMCL or as provided herein.

5.16.17. 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

5.16.18. Sub-Contracting

The Successful bidder shall not sub-contract any assignment to a third party. The Successful bidder shall remain solely responsible for all works under this Agreement.

5.16.19. 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.

5.16.20. 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.

5.16.21. 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.

5.16.22. Non-Disclosure Agreement

The successful bidder shall be required to sign Non-Disclosure Agreement with IHMCL as per format provided in RFP in Annexure 12.

6. Scope of Work

6.1. Project Background

Indian Highways Management Company Ltd. ("IHMCL") was incorporated under Companies Act 1956 with equity participation of NHAI, its Concessionaires and Financial Institutions for implementation of Electronic Toll Collection (ETC) and other Intelligent Transportation System (ITS) / transportation related activities on highways in India.

As per requirement of NHAI in 2022, IHMCL has been directed to carry out traffic survey at identified locations on National Highways/State Highways in India.

Through this RFP, IHMCL is inviting bids from prospective bidders for Providing Data hosting Solution and Carrying out Validation of Traffic Survey Data. The Successful bidder is expected to collect, store and analyze traffic data from the traffic survey agencies. The Successful bidder is expected to process, validate and analyze this data to drive key analysis and insights while generating various reports. The Successful bidder is expected to host the data along with various reports on a webserver and perform the validation of traffic survey data on random sampling basis.

6.2. Scope Overview

6.2.1. The broad responsibilities of Successful bidder are as below:

- 6.2.1.1. Overall responsibility for overall maintenance and functioning of validation room and hosting of traffic survey data and generation of different reports thereof.
- 6.2.1.2. Development of web-portal for uploading traffic survey data and generation of several reports.
- 6.2.1.3. The Successful bidder shall take over the existing traffic survey data on as-is-basis and migrate the data to the proposed system.
- 6.2.1.4. The Successful bidder shall be required to validate the survey data submitted by traffic survey agencies with video for verifying the accuracy of data on random sampling basis.
- 6.2.1.5. The Successful Bidder shall deploy at least 11 video validators in validation room for confirmation on accuracy of data within 4 days of survey data (both video and excel) submitted by survey agency. The traffic survey data should be accepted only if submitted data has following accuracy levels: -
 - (i) Count Accuracy ≥ 98 and
 - (ii) Class Accuracy $\geq 95\%$
- 6.2.1.6. The Successful Bidder shall be responsible for integration of existing system/database with any other system as details provided by IHMCL.
- 6.2.1.7. Data related to ~ 20,000 traffic survey locations from earlier rounds of surveys residing with IHMCL will also need to be migrated to the new servers.

6.3. Detailed Scope of Work

The Successful bidder shall develop following modules:

6.3.1. Survey Schedule Tracking, Data uploading and Issue Reporting Module

6.3.1.1. The successful bidder shall provide following options to traffic survey agencies: -

- (a) Survey Schedule submission – For submission of schedule of traffic survey
- (b) Actual Survey update – For updating actual survey start date against survey schedule
- (c) Traffic Survey Data uploading – For uploading of traffic survey data
- (d) Issue reporting – For reporting issue if any with web server
- (e) Survey Schedule Tracking

6.3.1.1.1. Survey Schedule Submission Module

- (a) The Successful bidder shall provide option to traffic survey agencies to submit the survey schedule for entire one survey round in portal after approval from IHMCL.
- (b) The Successful bidder shall ensure that uploaded traffic survey schedule in the web server for each location is locked and cannot be changed/amended by traffic survey agency. Only after approval by IHMCL the survey schedule of any location can be changed.

6.3.1.1.2. Actual Survey Start Date Updation Module

- (a) The Successful bidder shall provide option to traffic survey agencies to update the survey start date against each survey along with the GPS Coordinate on web server.

- (b) Web server shall provide alerts in form of automatic email to IHMCL as well as traffic survey agency for every location in case of deviation is more than 5 days in starting the survey from the proposed survey schedule and also if there is deviation in the GPS coordinate of location provided and traffic survey conducted.

6.3.1.1.3. Data Uploading Module

- (a) The Successful bidder shall provide option to traffic survey agencies to upload the traffic survey data file in the format of excel / csv up to 50 Mb for every traffic survey location and survey id shall be selected by traffic survey agency before uploading the final data.
- (b) The data submitted by traffic survey agencies are includes information in following heads: -
 - Txn Id
 - Survey id
 - Date and time
 - Lane
 - Vehicle Class
 - No. of Axle
 - Avg. Speed
 - Direction

6.3.1.1.4. Video Intimation Module

After submission of traffic survey videos at the physical server installed by Traffic survey agencies at validation room, the Successful bidder shall provide option to traffic survey agencies for updating video submission status on portal. The Traffic survey agency login module shall enable traffic survey agencies to update the status of video data submission. The supervisor should check the video data for completeness and clear identification of vehicle axles. In case poor quality of video is submitted by survey agency wherein axles of vehicle are not identifiable, night vision issues or incomplete videos submitted etc. the video data needs to be rejected by supervisor in consultation with IHMCL.

6.3.1.1.5. Data Re – Uploading and Data Masking Request Module

- (a) In case of traffic survey data submitted by traffic survey agencies got rejected, the Successful bidder shall provide option to traffic survey agencies for updation of data masking request.
- (b) The Successful bidder shall provide option to traffic survey agencies to re-upload the traffic survey data file in the format of excel / csv up to 50 Mb for the rejected traffic survey location and survey id shall be selected by traffic survey agency before uploading the final data after the data masking request is approved by IHMCL.

6.3.1.1.6. Issue Reporting Module

The Successful bidder shall provide option to traffic survey agencies to update/ report the issues if found by traffic survey agencies in the proper format like location id, survey id, description of issues, attachment etc.

6.3.2. Validation Module

- 6.3.2.1. The Successful bidder shall develop a validation process for verifying the accuracy levels of traffic data submitted by survey agencies.
- 6.3.2.2. The Successful bidder shall provide three different login modules in validation module i.e. for Team Leader, Supervisor and Validator deployed by the successful bidder at validation room.
- 6.3.2.3. The Successful bidder shall provide option to Supervisor for updation of video data submission status i.e., Accept or Reject after verifying completeness of the video data submitted by traffic survey agencies from the video data storage server installed by traffic server agencies.
- 6.3.2.4. After the successful acceptance of video data by supervisor, the supervisor login module shall send the traffic survey data to validation module for validation with the video data. Verification of traffic survey data by validators deployed at validation room. The validators shall be capable to count and classify at least below mentioned classes of vehicle, but not limited to: -
- (i) Bicycle
 - (ii) 2-Wheeler
 - (iii) 3-Wheeler
 - (iv) Tractor
 - (v) Tractor with Trailer
 - (vi) 2 Axle Small Commercial Vehicle
 - (vii) LMV -2 Axle Light Motor Vehicle
 - (viii) LCV -2 Axle Light Commercial Vehicle
 - (ix) 2 Axle Truck or Bus
 - (x) 3 Axle Truck or Bus
 - (xi) Multi Axle Vehicles (MAV)
 - (xii) Oversized Vehicle (OSV)
 - (xiii) Cycle Rickshaw
 - (xiv) Earth Moving Equipment (EME)
- 6.3.2.5. In case of rejection of video data submitted by traffic survey agencies from the video data storage server installed by traffic server agencies, the supervisor login module shall send the alerts of video data rejection in the form of email to IHMCL and concern traffic survey agency along with the reasons for rejection.
- 6.3.2.6. The successful bidder shall enable team leader login module to get the status of each traffic survey data validated through automatic validation module whether the data was successful or rejected. In case of rejection of traffic survey data validated through automatic validation successful i.e., not meeting count accuracy 98% and class accuracy 95%, the successful bidder shall send the alerts of traffic survey data rejection in the form of email to

IHMCL and concern traffic survey agency along with the samples taken for validation with count and class accuracy.

- 6.3.2.7. In case the traffic survey data validated through automatic validation module is successful i.e. meeting count accuracy 98% and class accuracy 95%, the successful bidder shall provide option to team leader login module to assign the locations to validator automatically for the validation of traffic survey data by manually.
- 6.3.2.8. The successful bidder shall provide option for verification of traffic survey data through manual counting on random sampling basis. The number and duration of samples for performing validation shall be decided by IHMCL.
- 6.3.2.9. After the successful assigning of traffic survey locations to validator by team leader login module, Samples for data validation should be automatically generated through the system with no manual intervention in the assigned validator module.
- 6.3.2.10. The number of samples for each location shall be finalized in consultation with IHMCL.
- 6.3.2.11. There should be no manual intervention in data validation process apart from data counting and submission by validator.
- 6.3.2.12. The successful bidder shall provide option in validator login module to submit the count completed by validator deployed at validation room by playing the videos manually for the automatically generated samples.
- 6.3.2.13. After the successful submission of count by the validator in the system, the system automatically validates the data at the backend and match the count and classification of vehicles submitted by validator with the traffic survey data uploaded by survey agency.
- 6.3.2.14. In case count accuracy is $\geq 98\%$ and class accuracy is $\geq 95\%$, system should automatically send the validation certificate to concerned survey agency.
- 6.3.2.15. In case either count accuracy is $<98\%$ or class accuracy $<95\%$ or both, system should automatically send the data rejection certificate as well as automatically generated email to the concerned agency along with IHMCL team.
- 6.3.2.16. The final status of traffic survey data should be conformed within 4 days after submission of traffic survey data and video by survey agency
- 6.3.2.17. The successful bidder shall ensure count and classification of data as conformed by validator should be stored and accessible through system.
- 6.3.2.18. In case of wrong rejection of traffic survey data by validation team, necessary penalty as per RFP clause shall be invoked.
- 6.3.2.19. During the entire project traffic survey data should not be accessible to anyone from project team. In case any access is required it should be on intimated and approved by IHMCL.

6.3.2.20. Any non-adherence with point above shall be considered as non-fulfilment of obligation and shall invoke necessary steps as mentioned in RFP.

6.3.2.21. The incorrect rejection of survey data shall be treated as breach of Contract Agreement and IHMCL may take necessary action against successful bidder upon 03 such incidences found.

6.3.2.22. The successful bidder shall submit the system logs of server access with detailed description on type of activities performed.

6.3.3. Admin Module

6.3.3.1. The Successful bidder shall provide option to admin module to generate reports of different types as per requirement and mentioned in RFP clause 6.3.4.

6.3.3.2. The Successful bidder shall display dashboard to tracks, analyzes and key data points to monitor the project status of traffic survey on basis of zone and round in Admin module.

6.3.3.3. The Successful bidder shall provide option of managing master data under admin module to add the location, manage the location.

6.3.3.4. The Successful bidder shall provide option of user management and role management to manage users, groups, and roles.

6.3.3.5. The Successful bidder shall provide option of traffic survey tracker to enable IHMCL to track the history the project status on basis of round wise, agency wise, zonewise.

6.3.3.6. The Successful bidder shall provide option to track each locations history by search option.

6.3.3.7. The Successful bidder shall provide option to track the reports of count submission submitted by validator during the validation of locations agency wise, round wise along with all the samples taken for validation and the accuracy of count classification and class classification.

6.3.3.8. The Successful bidder shall provide option to track the issue reported by agency and control center team and the reports of resolutions.

6.3.3.9. The Successful bidder shall provide option for data masking approval to be done by Admin.

6.3.3.10. The Successful bidder shall provide option for generating validation tracking reports for locations on basis of agency wise, zone wise, round wise, date wise.

6.3.4. Survey Reporting Module

6.3.4.1. The successful bidder shall develop reporting module to provide different types of reports based on traffic survey data submitted by survey agency.

6.3.4.2. The survey agency submits vehicle-wise traffic survey data in below mentioned heads for each location: -

- (i) Date
- (ii) Time
- (iii) Lane

- (iv) Average Speed
- (v) Direction
- (vi) Class of vehicle
- (vii) Number of Axle

6.3.4.3. The successful bidder shall perform compilation of traffic survey data received from all locations /zones.

6.3.4.4. The successful bidder shall process the traffic survey data received from all locations/zones to represent it in a systematic manner.

6.3.4.5. The successful bidder shall design/ customize various types of reports and graphs as per the requirements of IHMCL without any additional financial implication.

6.3.4.6. Reports shall be available for multiple locations, complete stretch reports based on yearly/multiple surveys, Predictive based data trends, forecasting or simulated traffic trends etc.

6.3.4.7. The successful bidder shall process and analyze the collected traffic data to provide multiple graphical reports on yearly, half-yearly traffic trends based on actual vs predictions along with forecasting data.

6.3.4.8. The successful bidder shall process and analyze the collected traffic data on the Peak Hour Traffic Directional Split with graphical representation of multiple vehicle types on selectable basis.

6.3.4.9. The successful bidder shall process and analyze the traffic data collected and provide data periodically by NHAI/IHMCL for general public use along with User registration for public and control on report generations.

6.3.4.10. The successful bidder shall process and analyze the traffic data to provide the information on the traffic aggressions through map interface.

6.3.4.11. The successful bidder shall develop and provide including following reports, but not limited to: -

- (a) Daily Traffic Composition Report (DTC)
- (b) Average Daily Traffic Report (ADT)
- (c) Directional Distribution Report
- (d) Hourly Traffic Composition Report
- (e) Lean Traffic Report, Peak Traffic Report
- (f) Weekly Traffic Composition Report
- (g) Trend Analysis

6.3.4.12. The successful bidder shall process and analyze the collected traffic data as per the requirement of the IHMCL: for Hourly, daily, weekly, monthly and yearly traffic variation with pictorial diagrams/graphs for all types of vehicles to determine, but not be limited to, the following:

- (a) Monthly traffic composition
- (b) Traffic pattern in urban / rural locations
- (c) Seasonal traffic variation factors

- (d) Growth factors
 - (e) Trend analysis
 - (f) Forecasting
 - (g) Peak hour and lean hour analysis and factors
- 6.3.4.13. The successful bidder shall perform any other analysis of collected traffic data as per the requirement of Employer for which no additional cost shall be payable.
- 6.3.4.14. The successful bidder shall analyze the final validated traffic data across the overall network to generate insights, possible implications and propose key initiatives/interventions specific to IHMCL/MoRTH or otherwise.
- 6.3.4.15. The successful bidder shall be required to submit detailed reports every half year detailing the key insights from the traffic survey data and their possible implications for IHMCL. The successful bidder shall include the proposed interventions/ initiatives/ measures that are to be undertaken by IHMCL/NHAI to act on these possible implications.
- 6.3.4.16. Report generation from Map Interface: - Based on historical traffic survey data available with IHMCL, the successful bidder shall design and develop the map interface for providing insights on traffic data.
- 6.3.4.17. The map interface should provide at-least following type of analysis based on historical traffic survey data available: -
- (a) Number of traffic survey locations on any stretch by applying source to destination filter
 - (b) Traffic distribution over the stretch
 - (c) Report generation from map interface
 - (d) % of commercial/private vehicle over the stretch
 - (e) Report generation based in PCU count
- 6.3.4.18. The successful bidder shall be required to generate reports of agency based on the survey schedule submitted by agency, survey completed, survey is in progress, survey validated, survey rejected, and survey validated on basis of zone wise, round wise.
- 6.3.4.19. The successful bidder shall be required to generate specifically of Average Daily Traffic Composition and Daily Traffic Composition reports of Toll Plaza locations for all the rounds as required by IHMCL.
- 6.3.4.20. The successful bidder shall be required to provide key analysis using the traffic survey data to drive insights as follows -
- (a) Network Planning – Identification of stretches with need for bypasses, augmentation etc. basis traffic intensity.
 - (b) Need for access-controlled highways – Identification of stretches with significant traffic variation of traffic across stretch and numerous leakage points – need for access-controlled highways.
 - (c) Commercial Usage of stretch – Proportion of commercial vehicles vs other vehicles – Need for better facilities (access-controlled highways etc.) to ensure logistics efficiency.
 - (d) Public Transport Penetration – Proportion of public transport (buses) vs private transport – Low penetration of public transport, need to increase public buses on identified routes.

- (e) Average speed variation over the stretch – Bypasses, augmentation, maintenance required to increase average speed across stretch.

6.3.4.21. Based on traffic survey data uploaded on portal, the successful bidder shall provide at least following reports, but not limited to: -

- (a) Zone-wise and Agency-wise number of locations traffic survey data submitted.
- (b) Zone-wise and Agency-wise number of locations traffic survey data validated.
- (c) Zone-wise and Agency-wise number of locations traffic survey data rejected.
- (d) Option to search records for any particular location.
- (e) Survey tracking – Location to be completed on any particular date vis a vis actual location completed.
- (f) Samples used for validation against each location with details of count submitted by validators.

6.3.4.22. Alerts: - The successful bidder shall develop the process so as to send alarms and alerts to IHMCL in case of following: -

- (a) In case of deviation in actual survey date from proposed survey is more than 5 days.
- (b) In case of variation from previous traffic survey data is above 10%.
- (c) In case of difference in location of survey is greater than 500 meters from previous round of survey.

6.3.4.23. IHMCL shall have right to change or customize the type of reports and graphs as per the requirements at any time.

6.3.4.24. The successful bidder shall develop a project dashboard which would be providing insights of traffic survey project.

6.3.4.25. The project dashboard shall provide current status of project along with several other information such as top 20 locations with maximum traffic, top 10 stretches based on traffic volume etc.

6.3.4.26. The issue reporting option should be provided to IHMCL as well as traffic survey agencies. The successful bidder shall provide report on issues reported by traffic survey agencies/IHMCL and time taken to resolve the issue against each issue. Time taken for resolve each issue shall be calculated on the basis of same.

6.3.5. System Specifications: -

6.3.5.1. The successful bidder shall setup, maintain and operate Database System for traffic survey data. Database system shall be structured for storing & allowing access to specific zones, states, locations and time periods. The traffic survey data needs to be uploaded and validated in the database Server.

6.3.5.2. The successful bidder shall setup, maintain and operate Web based Cloud system for remotely accessing the traffic survey reports as per the requirements of IHMCL.

6.3.5.3. The successful bidder shall host data on servers of MeITY empaneled cloud service provider data center as mentioned in website. <https://meity.gov.in/archive-GI-Cloud>. The

cloud charges for hosting shall be reimbursed by IHMCL upon submission of actual usage bills by successful bidder.

6.3.5.4. Server / database of adequate size and specifications for storing and accessing traffic survey reports of all locations/zones for the contract period.

6.3.5.5. The system shall have provision of data archiving. Summarized data shall be archived on removable media on a regular basis so as to free system resources. All traffic survey data shall be transferred to removable electronic media at monthly intervals and stored. The archived data should be secured as per Data Encryption Policy 2017. (<https://www.meity.gov.in/writereaddata/files/Guidelines-ContractualTerms.pdf>)

6.3.5.6. The web-based system shall support real time report generation with configurable parameters and / or filters for region, state, date and time. Also, the system shall allow exporting of data / reports in MS-Excel formats and PDF formats.

6.3.5.7. The successful bidder shall be required to provide desktops/laptops for validation of traffic survey video to each validator. All required networking, storage racks, internet bandwidth shall require to be manage by successful bidder.

6.3.5.8. IHMCL will not own any equipment/systems of validation room indicated above. The Successful Bidder shall take back all their equipment/systems and other items except traffic survey data after the contract period.

6.3.5.9. The successful bidder shall submit complete data backup to IHMCL on bi-annual basis. The submitted backup should be organized in zone-wise, survey-id wise manner.

6.3.5.10. Business Continuity and Data Recovery: - The successful bidder: -

- a) must have, maintain and comply with a Business Continuity and Disaster Recovery Plan which is updated by the IHMCL on a regular basis;
- b) must ensure that the Business Continuity and Disaster Recovery Plan is in line with the requirements of RFP;
- c) must ensure that the Business Continuity and Disaster Recovery Plan is sufficient to encompass any site or location from which the IHMCL or other site or location from which any services are or will be performed (or task and activities relevant to the Project undertaken);
- d) must, if requested by the IHMCL, update its Business Continuity and Disaster Recovery Plan and provide it to the IHMCL;
- e) must make available to the IHMCL regular backup copies of the database in an electronic format, which may include tape, drive or DVD;
- f) must notify the IHMCL of any material update to its Business Continuity and Disaster Recovery Plan;
- g) must, at the IHMCL's request, test or modify its Business Continuity and Disaster Recovery Plan to ensure it is effective in managing risks relevant to service continuity and in responding to relevant events, and is properly integrated with IHMCL's own business continuity and disaster recovery processes;
- h) without limiting this Section, if a Disaster occurs, must implement the relevant recovery, back-up and response activities set out in the Business Continuity and Disaster Recovery

Plan at the times and in accordance with the corresponding procedures set out in the Business Continuity and Disaster Recovery Plan;

- i) acknowledges and agrees that the IHMCL may immediately terminate Contract Agreement where:
 - (a) the Business Continuity and Disaster Recovery Plan is not implemented, or where the Business Continuity and Disaster Recovery Plan is implemented but is not successful in overcoming the effects of the Disaster; or
 - (b) the applicable Disaster continues to materially prevent, hinder or delay performance of the Project, O&M or IT System for more than 22 Business Days.

6.3.5.11. If requested by the IHMCL (in its sole discretion), must allow the IHMCL's observation and assessment of the testing of the Business Continuity and Disaster Recovery Plan or provide the IHMCL with an independent assessment and assurance in writing that the Vendor has successfully tested the Business Continuity and Disaster Recovery Plan;

- a) must immediately notify the IHMCL of any threat or any disruption to the Vendor's ability to provide the Project; and
- b) must provide to the IHMCL a formal status report each for the duration of any disruption to the Project.

6.3.6. User Account Creation and Admin Functions

6.3.6.1. The successful bidder shall provide option to IHMCL to create, manage user accounts and provide privilege-based access to specific Survey data to specific users.

6.3.6.2. The User account creation & privileges shall be under control of IHMCL.

6.3.6.3. The User account management and data access privileges shall be completely configurable via GUI.

6.3.6.4. The successful bidder shall provide option to IHMCL to add, edit and disable traffic survey locations.

6.3.7. Data Retention, Back-up and Restore Operations

6.3.7.1. Data shall be retained for entire Agreement period. The backup devices and media as per current industry practice shall also be provided. The Successful Bidder shall ensure adequate security measure for safeguarding of data, by providing, off site Disaster recovery or Data Storage mechanism.

6.3.7.2. The Successful Bidder shall also be responsible to extract and provide data /information based on requirement of law Enforcement Agencies of Govt. of India/ State based on specific approvals on case-to-case basis.

6.3.7.3. Data Back-up & Restore - Successful Bidder shall also demonstrate the backup & restore procedure successfully. The Successful Bidder shall prepare and implement a proper Data Backup & Restore policy with IHMCL's approval, to ensure data safety and avoid data loss,

in case of any untoward incidents. Such policy shall ensure Back-up & Restore of data at least once in a week.

6.3.8. Staffing Requirements

6.3.8.1. The Successful Bidder shall deploy one Traffic Expert / Team Leader in IHMCL validation room in Delhi, who should be employed with the firm whose CV shall be approved by IHMCL.

6.3.8.2. The Traffic Expert / Team Leader shall be overall in-charge of project and shall interact with IHMCL with reference to traffic survey reports and analysis. He should be Graduate in relevant field of Engineering with minimum 10 years of experience out of which minimum 7 years in traffic survey/analysis.

6.3.8.3. In addition, the Successful Bidder shall deploy at least 11 Video Validators in validation room for confirmation on accuracy of data within 4 days of data submitted by survey agency. IHMCL may ask Successful Bidder to deploy additional validators, in such as the rate shall be calculated as mentioned in financial bid form.

6.3.8.4. The educational qualifications of Traffic Expert/Team Leader and Video validators are as mentioned below:

Sl. #	Position	Minimum qualifications
1	Traffic Expert / Team Leader	a) Education: Minimum Full-Time B. Tech/B.E./MCA from a reputed institute b) Total Experience: At least 10 years of experience out of which minimum 7 years in traffic survey/analysis
2	Video Validators	a) Education: Graduate/Diploma/Intermediate in any discipline, should not have any disability related with eyesight.

6.3.8.5. The Successful Bidder shall form a multi-disciplinary team consisting of above personnel as well as other required manpower for managing the validation room. The agency shall be fully responsible to deploy its personnel whose qualifications and experience fully commensurate with the tasks / responsibilities assigned and to achieve the objectives. The personnel deployed should be experienced enough and should have proficiency in the requisite techniques / skills for preparing various types of reports/graphs and data analysis.

6.3.9. Key Timeline for Design, Development, commencement of control center services

6.3.9.1. New Developments: - The successful bidder shall ensure to complete below-mentioned activities as per defined timeline

Sl. No.	Event Description	Date
1.	Contract Agreement Signing Date	T
2.	Design and Development of Data Uploading Module	T + 10 days

3.	Design and Development of Validation Module	T + 20 days
4.	Design and Development of Report generation module & Dashboard	T + 25 days
5.	Design and Development of Survey Schedule Tracking and Issue Reporting Module	T + 28 days
6.	Final Demo of all modules to IHMCL	T + 30 days

6.3.9.2. To achieve successful commencement of the Control Center, the Successful bidder shall do a full-fledged demonstration of the Control Center systems, to demonstrate complete end to end functionality of the Control Center systems to the satisfaction of IHMCL, including but not limited to:

- (a) Uploading dummy data in database.
- (b) Generating automatic upload receipts on successful submission of data.
- (c) Generating various reports and exporting facility as per pre-agreed formats for successful demonstration.
- (d) Generating analytical reports with graphs as per pre-agreed formats for successful demonstration.
- (e) Generating video submission receipt and developing issue resolution tracking module.
- (f) Generating reports from map interface.
- (g) Online validation module for the verification of submitted data.
- (h) Generating automatic validation certificates if desired accuracy level is achieved.
- (i) Addition of new locations, masking of data, survey tracking shall be demonstrated.
- (j) Online access to the data from external network (Internet).
- (k) User accounts management & Privilege based User access.
- (l) Backup & restore / Disaster recovery mechanism.

6.4. IHMCL's Responsibility

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

6.5. Successful bidder's Responsibility

- 6.5.1. The Successful bidder shall observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, the obligations set forth in this clause:
- 6.5.2. To perform the Scope of Work as set out in Section 6, for Development of web portal, Overall maintenance & functioning of control center along with validation of traffic survey data submitted by traffic survey agency. ;
- 6.5.3. To be responsible for compliance with Applicable Laws;
- 6.5.4. To procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for, inter alia, materials, methods, processes, software, operating systems, designs, trademarks, documents and systems used or incorporated into the system.
- 6.5.5. To provide Performance Security in the form of Bank Guarantee to IHMCL, in accordance with relevant section of RFP;
- 6.5.6. 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, employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods;
- 6.5.7. To provide necessary information and reports to IHMCL and the entities authorized by IHMCL;
- 6.5.8. To be responsible and liable for the security of entire traffic survey data uploaded in web portal as mentioned in RFP while the same are in possession and/or custody of successful bidder for repair and maintenance.
- 6.5.9. To reasonably cooperate with IHMCL and other stakeholders concerned in relation to the matters covered under this Agreement; and
- 6.5.10. To be responsible for safety and security of its equipment and staff;
- 6.5.11. To deploy adequate number of resources with qualifications and skills commensurate to the job requirement;
- 6.5.12. To maintain adequate insurance covers to safeguards its interest regarding any loss/damage/theft to its equipment and or personal during conduct of the assignment;

6.5.13. Indemnify IHMCL against any damage/loss of property or personal of the agency during conduct of assignment.

6.5.14. Sign the Non-Disclosure Agreement (NDA) with IHMCL.

6.6. Service Levels (SLA)/ Damages and Incentivizes

6.6.1. The Successful Bidder shall ensure an overall system uptime of 95%. All computations will be on quarterly basis. The downtime will be calculated as below:

Permissible downtime in a quarter = $24 \times 30 \times 3 \times 5/100 = 108$ Hrs

6.6.2. Scheduled Downtime

6.6.2.1. Scheduled downtime is defined as the period of time when system will remain unavailable for conducting necessary preventive maintenance, urgent repairs etc. This is the Maximum duration, which the Successful Bidder can take with the prior written permission of IHMCL for Scheduled downtime purposes.

6.6.2.2. The maximum scheduled downtime would be 8 hrs in every calendar month

6.6.3. The penalty for deficiency of services beyond the permissible limits are indicated as below:

6.6.3.1. 1 – 24 hrs - 1 % of the quarterly service charges

6.6.3.2. 25 – 72 hrs - 2 % of the quarterly service charges

6.6.3.3. 73 – 96 hrs - 3 % of the quarterly service charges

6.6.3.4. Above 97 hrs - 5 % of the quarterly service charges

Once the maximum is reached, IHMCL may consider termination of the contract.

6.6.4. The Successful Bidder shall adhere to following timelines for activities / services specified herein:

6.6.4.1. Commencement of the Control center after formal "Instruction for Commencement of Services." - 30 Calendar Days

6.6.4.2. Uploading of received Traffic Survey data – within 1 Business Day of receipt of data

6.6.4.3. Generation / development of any customized report format – within 4 Business days of intimation

6.6.4.4. Any specific analysis of historical data as requested by IHMCL – within 7 Business days of intimation

6.6.4.5. Repairing / restoring working condition, of the Control center equipment's & systems – within 1 Business Days.

6.6.5. The penalty for deficiency of each of the services, beyond the permissible limits, indicated at clause 6.6.4. is:

6.6.5.1. INR 5000/- per day of delay up to maximum of INR 50,000/-, for every instance, of each sub clause

6.6.6. Access to Traffic survey data, to any employee of Successful Bidder shall strictly be provided by approval of IHMCL. Successful Bidder employees shall be able to upload & process the data in

desired format but downloading of data and reports shall be restricted to users identified by IHMCL.

6.6.7. IHMCL reserves the right to modify this TOR in public interest, of the Nation and proper conduct of services.

6.6.8. Others

- a) In case IHMCL is of the view that the delay is due to reasons beyond the control of the Successful bidder, suitable extension of time may be granted to the Successful bidder with or without imposing any Damages on such Successful bidder in the absolute discretion of IHMCL.
- b) Damages shall be payable by the Successful bidder within 5 days of imposition thereof by IHMCL, failing which the same shall be deducted from the payments to be made to the Service Successful bidder or from the Performance Security as deemed appropriate by IHMCL.
- c) The Damages payable, as set forth in this Contract, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages").

7. ANNEXURE

7.1. Annexure 1: Bid Covering Letter

(In the letterhead of the Bidder)

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

Subject: Request for proposal (RFP) for Selection of Vendor for Providing Hosting Solution and Carrying out Validation of Traffic Survey Data

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

Dear Sir,

1. I/We, the undersigned, have carefully examined the contents of the document including amendments/ addendums (if any) thereof and undertake to fully comply and abide by the terms and conditions specified therein and hereby submit our application. Our application is unconditional and unqualified.
2. I/We undertake that, in competing for (and, if the award is made to us), for executing the above contract, we will strictly observe the laws against fraud and corruption in force in India.
3. I/We understand that:
 - a. this Bid/Proposal, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite application fee and/ or prescribed supporting document shall be summarily rejected.
 - b. if at any time, any averments made or information furnished as part of this application is found incorrect, then the application will be rejected
 - c. IHMCL is not bound to accept any/ all Bid (s) it will receive.
4. I/We declare that:
 - a) We do not have any conflict of interest in accordance clause 3.2.1 (Sl. No 6) and we or our parent / subsidiary /sister concern company are NOT currently engaged by NHAI for user fee collection, tolling operations at any NH Fee plazas across the country, engaged by IHMCL as Traffic Survey agency as on RFP release date. We further undertake that we shall not take up activities such as user fee collection, tolling operations at NH fee plazas, conduct of Traffic Surveys by IHMCL during the Contract period.
 - b) I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for Selection of Vendor for Providing Hosting Solution and Carrying out Validation of Traffic Survey

Data, without incurring any liability to the Bidders, in accordance with relevant clause of the RFP Document

- c) We undertake that in case, due to any change in facts or circumstances during the Bidding Process, we become liable to be disqualified in terms of the provisions of disqualification, we shall intimate IHMCL of the same immediately.
 - d) We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the contract is not awarded to us or our Proposal is not opened.
 - e) We undertake that none of the hardware/software/other component being proposed by us infringes on any patent or intellectual property rights as per the applicable laws.
 - f) **I/We have not been declared ineligible** by IHMCL, NHAI or Ministry of Road Transport & Highways, Government of India or any other agency for indulging in corrupt or fraudulent practices. I/We also confirm that I/We have not been *declared as non-performing or debarred* by NHAI or Ministry of Road Transport & Highways, Government of India.
 - g) **I/We haven't been blacklisted by a Central/ State Government institution/ Public Sector Undertaking/ Autonomous body** and there has been *no litigation* with any Government Department/ PSU/ Autonomous body on account of similar services.
5. I/We declare that our bid is valid for 180 days.

Name

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

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

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

4. Applicant details (Please include details for each Consortium Member, if applicable)

Required Info	Documentary Evidence Attached (Yes/No, along with page no.)
Field of business	
Registration Status	
CMMi level of organization	
Qualifying Projects – value, client, key features	
Average Turnover	
Is Bidder debarred by any Government entity (Yes/No)	

5. Financial details/projects meeting the qualifying criteria

Name

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

7.3. Annexure 3: 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, 2022

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.

7.4. Annexure 4: Bidder's Annual Turnover

RFP Ref _____ (Date)

From,

(Name & Address of the Bidder)

To,

Chief Operating Officer,

Indian Highways Management Co. 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, or as applicable) is as given below:

Annual Turnover for the last 3 Financial Years (FYs) in Indian Rupees (INR)			
FY 2017-18	FY 2018-19	FY 2019-20	Average

Or,

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

And

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

Yours Sincerely,

(Signature of Statutory Auditor/CA)

Name of the Statutory Auditor/CA:

Name of the Statutory Auditor Firm/CA:

Seal:

7.5. Annexure 5: Power of Attorney of Lead Member

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

Power of Attorney

Whereas Indian Highways Management Company Ltd. (IHMCL), has invited Proposals from eligible entities for RFP Namethe “Project”,

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

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

We, M/s. (Lead Member) and M/s. [the respective names and addresses of the registered office] do hereby designate M/s. being one of the members of the Consortium, as the Lead Member of the Consortium and lawful attorney, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of Proposal, participating in conferences/meetings, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with IHMCL, any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Agreement is entered into with IHMCL.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/ Consortium.

Dated this theDay of2022

.....

(Executants)

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

Notes:

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

7.6. Annexure 6: 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 Successful Bidder”) 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) Name.....**”
” (hereinafter called the “Contract”).

1. AND WHEREAS it has been stipulated by IHMCL in the said letter that the Service Provider shall furnish a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the terms & conditions of the Contract Agreement.
2. AND WHEREAS we have agreed to give the Successful Bidder such a Bank Guarantee:
3. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Successful Bidder 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 Successful Bidder before presenting us with the demand.
5. We further agree that no change or addition to or other modification of the terms of the Successful Bidder or of the works to be performed there under or of any of the Contract documents which may be made between you and the Successful Bidder 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 Successful Bidder(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 Successful Bidder(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 Successful Bidder 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.

7.7. Annexure 7: 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 aggregation of data from multiple agencies, hosting of data on cloud servers and manual video validation	
Contract Value for the Project (in INR)	
Date of Start of Project	
Date of Completion of Project/Status of Completion	
Activities undertaken by Lead Member or Consortium member	

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:

7.8. Annexure 8: Bid Securing Declaration Form

(To be submitted by Lead Bidder in the Letter head)

Date: _____

RFP Ref: _____

To,

COO,

IHMCL

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

7.9. Annexure 9: Format for Financial Proposal

(To be quoted in Indian Rupees only in excel sheet on e-tender portal only)

	Request For Proposal (RFP) for Selection of Vendor for Providing Hosting Solution and Carrying out Validation of Traffic Survey Data (RFP Reference No.: IHMCL/TrafficSurveyHosting/2022/01)
Name of Bidder:	
Bid Invitation Date	

Sr. No.	Project Cost Head	Unit	Qty	Unit Rate (Rs.)	Total Cost (Rs.) Ex GST
	(A)	(B)	(C)	(D)	(E)
1	Design and development including hosting and maintenance of Application for entire contract duration	One-time Lumpsum	1		=(C) * (D)
2	Quarterly rate for deployment of one resource for carrying out validation of traffic survey data as per scope of work mentioned in RFP	Per quarter	11		=(C) * (D) * 4
3	Miscellaneous cost*	Lumpsum	1		=(C) * (D)
	Total Cost - Total Amount (Bid Value) Rs. Ex. GST				=Sum (E1 + E2 + E3)

*Bidder to factor in different cost such as transportation, logistics etc. if applicable and mention the same in the Miscellaneous cost.

7.10. Annexure 10: Non – Disclosure Agreement

This Non-Disclosure Agreement dated the day of _____, 2022

BETWEEN

Indian Highways Management Co. Ltd., G-5 & 6 Sector-10, Dwarka, New Delhi-75 (hereinafter referred to as the “Disclosing Party”)

AND

_____, a company incorporated under the laws of India and having its registered office at _____ (hereinafter referred to as “Receiving Party”) (collectively referred to as “the parties”)

WHEREAS

In connection with “_____”, the Receiving Party as Contractor by the Disclosing Party, the Parties have agreed to execute this Non Disclosure Agreement to ensure that all information provided by the Disclosing Party to the Receiving Party in the course of engagement of the Receiving Party as Contractor is kept confidential

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions

- a) “Purpose” shall mean “_____”, by the Receiving Party to the Disclosing Party.
- b) “Confidential Information” shall mean all discussions, documents, paper, discs, technology, procedure and other information of a confidential nature pertaining to, generated or disclosed by either party in any form including in writing, electronically, computerized orally or otherwise marked as “Confidential” or informed to be ‘Confidential’ or relating to the Purpose, including, without limitation:
 - (i) All financial details investment plans, price specifications, schemes, technology know-how, techniques and information relating to business, investments, transactions or affairs, services being rendered, plans for business investments or for improving services and discussions on future services; and all other information, material or data relating to the current and /or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Receiving Party arising out of the Confidential Information.
 - (ii) the terms of this or any other agreement or document signed or to be signed by or between the Parties and the provisions thereof.

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

- i. is in or comes into the public domain in any way without breach of this Agreement by the Receiving Party; or
- ii. the Receiving Party can show (a) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Disclosing Party and was not previously acquired by the Receiving Party from the Disclosing Party under an obligation of confidence, or (b) to have been developed by or for the Receiving Party at any time independently of any information disclosed to it by the Disclosing Party; or
- iii. the Receiving Party obtains from a source other than the Disclosing Party without breach by the Receiving Party or such source or any obligation of confidentiality or non-use towards the Disclosing Party; or
- iv. is hereafter furnished by the Disclosing Party to a third party without restriction on disclosure or use; or
- v. is disclosed by the Receiving Party (a) with the prior written approval of the Disclosing Party, or (b) without such approval, after a period of one (1) year from the date of receipt thereof.

2. Handling of Confidential Information

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

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

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

information.

3. Limitations and Warranty

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

4. Disclaimer

All rights in Confidential Information are reserved by the Disclosing Party and no rights or obligations other than those expressly recited herein are granted or to be implied from this Agreement. In particular, no license is hereby granted directly or indirectly under any invention, discovery, patent, copyright or other intellectual property right now or in the future held made obtained or licensable by either party. Nothing in this agreement or its operation shall constitute an obligation on either party to enter into the aforesaid business relationship or shall preclude, impair or restrict either party from continuing to engage in its business otherwise that in breach of the terms of this Agreement.

5. Notices

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

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

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

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

7. Non-Assignment

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

9. Forbearance

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

10. Indemnity

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

11. Non-Publicity

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

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

13. The Receiving Party agrees that the obligations contained in this Agreement shall extend to the affiliated companies of the Receiving Party and to all its advisors and consultants. In this respect the Receiving Party represents that an agreement to keep such information confidential, on terms similar to this Agreement, is in place before disclosing any Confidential Information to such affiliate, advisor or consultant.

14. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties in respect of Confidential Information and supersedes all previous agreements, understandings and undertakings in such respect. This Agreement cannot be amended except by written agreement signed on behalf of each party by their authorized signatories.

15. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the laws of India

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

On behalf of Disclosing Party

Signature _____

Name _____

Title _____

On behalf of Receiving Party

Signature _____

7.11. Annexure 11: Consortium Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper of INR 100 duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2020 at [Place] among _____ (hereinafter referred to as "_____") and having office at [Address], India, as Party of the First Part and _____ (hereinafter referred to as "_____") and having office at [Address], as Party of the Second Part and _____ (hereinafter referred to as "_____") and having office at [Address], as Party of the Third Part.

The parties are individually referred to as Party and collectively as Parties.

WHEREAS, Indian Highways Management Company Limited (IHMCL) has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in **Request for Proposal for** _____ :

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

AS MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - a. Submit a response jointly to Bid for the **"Request for Proposal for _____"** as a Consortium.
 - b. Sign Contract in case of award.
 - c. Provide and perform the supplies and services which would be ordered by the Purchaser pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Purchaser for **"Request for Proposal for _____"** for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- iii. The Parties shall be jointly and severally responsible and bound towards the Purchaser for the performance of the works in accordance with the terms and conditions of the BID document, and Contract.
- iv. _____ (Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:

- a. To ensure the technical, commercial and administrative co-ordination of the work package
 - b. To lead the contract negotiations of the work package with IHMCL.
 - c. The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
 - d. In case of an award, act as channel of communication between the Purchaser and the Parties to execute the Contract
- v. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.
- vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A: _____

Party B: _____

- vii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.
- viii. That this MoU shall be governed in accordance with the laws of India and courts in New Delhi shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part)

Witness:

- i. _____
- ii. _____

7.12. Annexure 12: 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.

7.13. Annexure 13: Change Control Note

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 SI
Signature	Signature
Name	Name
Title	Title
Date	Date

7.14. Annexure 14: Format for Signing of Contract Agreement

This Agreement (hereinafter called the “Agreement”) is made on this XXth day of the month of 2022.

BETWEEN

Indian Highways Management Company Limited (IHMCL), constituted under Companies Act, 1956 and having its registered office at NHAI, G 5 & 6, Sector 10, Dwarka, New Delhi-110075 and Corporate Office at 1st Floor, NHAI, G 5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the “IHMCL”), which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the FIRST PART.

AND

M/s (CIN –) a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “.....”

In Consortium with

M/s, (CIN -), having its registered office at (hereinafter referred to as the “.....”

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

WHEREAS

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

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

1. The mutual rights and obligations of the Service Provider and IHMCL shall be as set forth in this Contract Agreement, in particular:

- (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) IHMCL shall make payments to the Service Provider in accordance with the provisions of the Contract.

2. The following schedules/ appendices shall be deemed to form and be read and construed as part of this Contract Agreement viz.

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

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

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

Name : _____

Designation _____

Indian Highways Management Company Ltd.
G – 5&6, Sector -10, Dwarka - 110075

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

Name : _____

Designation : _____

M/s _____
Address : _____

In the presence of following witnesses:

Name: _____

Designation: _____

Indian Highways Management Company Ltd.
G – 5&6, Sector -10, Dwarka - 110075

Name : _____

Designation: _____

M/s _____
Address : _____

Name : _____

Designation _____

Indian Highways Management Company Ltd.
G – 5&6, Sector -10, Dwarka - 110075

Name : _____

Designation : _____

M/s _____
Address : _____