



Request for Proposal (RFP) for Selection of Vendor for Design, Development, Commissioning and O&M of NHAI Toll Remittance Alert System and IHMCL Contract Management System

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

Date : 21 December 2022

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



DISCLAIMER

The information provided in this Request for Proposal 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 this 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.

The information provided in this RFP 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.

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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 shortlist one of the Applications or to appoint the selected Bidder or Concessionaire, as the case may be, for the said project and IHMCL reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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1. NOTICE INVITING TENDER

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

Name of the Work	EMD/ Bid Security	Document Fee in form of Demand Draft (non-refundable)	Closing date and time for Online bid Submission
Request for Proposal (RFP) for Selection of Vendor for Design, Development, Commissioning and O&M of NHA Toll Remittance Alert System and IHMCL Contract Management System	INR 3,00,000/- (Rupees Three Lakhs Only)	INR 10,000/- (Rupees Ten Thousand Only)	See Key dates

2. The complete Bidding Documents can be viewed / downloaded from e-procurement portal <http://etenders.gov.in>. The Bids shall be liable for summarily rejection unless accompanied by the all requisite documents, document fee, EMD, undertaking, annexures as per the templates given in this RFP. 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)
Plot Nos. G5 & G6, Sector 10,
Dwarka, New Delhi 110075
Phone: +91 11 20427810; Email: tenders@ihmcl.com Website: www.ihmcl.co.in

2. DEFINITIONS AND ABBREVIATIONS

2.1. Definition

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

- i. **“Applicable Law”** means the laws, rules or regulations and any other instruments, having the force of law in Republic of India, as in force from time to time.
- ii. **“Authorized Representative”** means any person / agency authorized by IHMCL.
- iii. **“Applicant” or “Bidder”** means, an entity/company which participates in the Bid process and submits its proposal/bid pursuant to this RFP.
- iv. **“Commencement date”** means the date upon which the Successful bidder receives the notice to commence the work issued by IHMCL.
- v. **“Contract”** shall mean & include RFP, Notice for Inviting Tender (NIT), the tender documents and letter of acceptance thereof and the formal agreement, to be executed between IHMCL and the Successful bidder together with the complete documents referred to therein including the conditions with appendices and any special conditions, the specifications, designs, drawings, bill of quantities with rates and amounts. All these documents taken together shall be deemed to form one Contract and shall be complementary to each other.
- vi. **“ETC”** means Electronic Toll Collection
- vii. **“NHAI”** means National Highways Authority of India
- viii. **“IHMCL”** means Indian Highways Management Company Limited.
- ix. **“Law” or “Legislation”** - shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India or State Government or regulatory authority.
- x. **“Letter of Award (LOA)”** means the issue of a signed letter by IHMCL to Successful Bidder conveying its intention to accept the offer of Successful Bidder and awarding the work mentioning the total Contract Value.
- xi. **“Local Currency”** means the Indian Rupees.
- xii. **“MoRTH”** means Ministry of Road Transport and Highways.
- xiii. **“Party”** shall mean IHMCL or Bidder individually and “Parties” shall mean IHMCL and Bidder collectively.
- xiv. **“Personnel”** means persons hired by the Successful bidder as employees and assigned to the performance of the Services or any part thereof.
- xv. **“Purchaser” or “Authority”** means Indian Highways Management Company Limited (IHMCL), as applicable.
- xvi. **“RFP”** shall mean this Request for Proposal dated 21 December 2022, including the written clarifications & Corrigendum/Addendum issued by IHMCL in respect of the RFP from time to time.
- xvii. **“Services”** means requirements defined in this RFP including all additional services associated thereto to be delivered by the Successful Bidder.
- xviii. **“Successful Bidder”** means the Service Provider, who, after the complete evaluation process, has been issued the Letter of Award by IHMCL.

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

2.2. Abbreviations

ATM	:	Automatic Teller Machine
GIS	:	Geographical Information System
GoI	:	Government of India
IHMCL	:	Indian Highways Management Company Limited
ITB	:	Instructions to Bidders
LoA	:	Letter of Award
MeitY	:	Ministry of Electronics and Information Technology
NHAI	:	National Highways Authority of India
POA	:	Power of Attorney
POS	:	Point of Sale
RFP	:	Request for Proposal
UAT	:	User Acceptance Testing

3. INSTRUCTIONS TO BIDDERS

3.1. Scope of Bid

- 3.1.1. IHMCL invites proposals / bids from eligible vendors / service providers 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(s) qualifying the following criteria shall be considered eligible to participate in this RFP. The Technical Proposals of the Bidders shall be evaluated for meeting the eligibility/pre-qualification criteria based on the parameters listed below:

S. No.	Parameter	Eligibility Criteria	Supporting Document(s) to be provided
1.	Legal Entity	<p>i. The Bidder must be a business entity incorporated in India under the Companies Act, 1956/2013 or the Limited Liability Partnerships Act, 2008</p> <p>ii. The Bidder should be registered with GST in India</p> <p>iii. No Consortium is allowed</p>	<ul style="list-style-type: none"> • Certificate of Incorporation / Registration including name change certificate(s), if any, indicating the original date of Incorporation / Registration under Companies Act, 1956/2013 or any equivalent foreign act, as applicable or Deed of partnership registered under Limited Liability Partnership Act 2008 • Copy of GST Registration Certificate • Undertaking as per Annexure 3
2.	Annual Turnover	The Bidder should have an average annual turnover of at least INR Five (05) Crores during any three consecutive financial years between 01 April 2018 through 31 March 2022.	<ul style="list-style-type: none"> • Turnover Certificate by the Statutory Auditor or CA of the entity as per format provided in Annexure 4 and • Audited and certified copies of Balance Sheet, Profit & Loss statements for the financial years
3.	Net worth	<p>The bidder must have a positive Net Worth as on 31 March 2022.</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>	<ul style="list-style-type: none"> • Certificate from the Statutory Auditor or CA specifying the Net Worth of the entity, as per the format provided in Annexure 4
4.	Years in business	The Bidder should have been engaged in the business of providing software development and integration for at least	<ul style="list-style-type: none"> • Copy of relevant documents should be submitted in the Technical bid Annexure -7 with

S. No.	Parameter	Eligibility Criteria	Supporting Document(s) to be provided
		<p>five (05) years, prior to the due date of the bid</p> <p>Note: This information is sought only for the bidding entity and not for any Parent, Subsidiary, Sister Concern or Affiliate</p>	supporting LOA/WO/Contract Copy
5.	Certifications	<p>The Bidder should have the following certifications valid as on bid due date:</p> <ul style="list-style-type: none"> • CMMi Level 3 or above • ISO 27001:2013 for Information Security Management System 	<ul style="list-style-type: none"> • Copy of the certificates indicating details of the certification / compliance, valid as on the date of submission of the bid
6.	Project Experience 1	<p>The Bidder should have been successfully awarded and completed projects relating to design, development and deployment of software application of Contract value at least INR One (01) Crore comprising any two or more components of the following:</p> <ol style="list-style-type: none"> Contract Management Software Vendor Payment Software Procure to Pay/e-procurement solution <p>The project should have been carried out during last seven years, for Central / State Government departments / entities, or PSUs/Banks/Regulatory Authorities, in India as on the bid due date.</p> <p>The project(s) should involve software development, testing, implementation, manpower support, hosting and operations and maintenance etc. In case of ongoing project, the Go-live of the solution must have happened before the date of submission of bid.</p>	<ul style="list-style-type: none"> • Copy of the Work Order / Purchase Order / Lol / Contract / Agreement highlighting the scope of work and contract value and • Copy of the work Completion Certificate issued by the client • In case of ongoing project, bidder should submit a letter from the client highlighting that the go-live has been completed <p>Note: IHMCL reserves the right to contact the afore-mentioned competent authority for any details regarding the project.</p> <p>In case of large orders / orders with operations & maintenance phase, the completion certificate may specify successful execution and in-operation status of a part of the order meeting the requirement. The format of the self-certificate is provided in RFP at Annexure 7</p>
7.	Project Experience 2	<p>The bidder must have implemented at least One (01) project involving integration with core banking software/application of any PSU Bank or Private bank in India during the last seven years as on the date of submission of the bid.</p>	<ul style="list-style-type: none"> • Copy of the Work Order / Purchase Order / Lol / Contract / Agreement highlighting the scope of work and contract value and

S. No.	Parameter	Eligibility Criteria	Supporting Document(s) to be provided
		In case of ongoing project, the integration with banking system must have happened before the date of submission of bid.	<ul style="list-style-type: none"> Copy of the work Completion Certificate issued by the client In case of ongoing project, bidder should submit a letter from the client highlighting that the go-live has been completed <p>Note: IHMCL reserves the right to contact the afore-mentioned competent authority for any details regarding the project. In case of large orders / orders with operations & maintenance phase, the completion certificate may specify successful execution and in-operation status of a part of the order meeting the requirement. The format of the self-certificate is provided in RFP at Annexure 7</p>
8.	Undertaking of No-blacklisting / debarment	The Bidder should not have been blacklisted by any State / Central Government Department or Central / State PSUs as on the date of the submission of the bid	<ul style="list-style-type: none"> Undertaking for not been blacklisted as per Annexure 8

3.3. Number of Applications and costs thereof

3.3.1. No applicant shall submit more than one bid. In case of any applicant submitting more than one bid, all such bids shall stand disqualified.

3.3.2. 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.

3.4. Power of Attorney

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

3.5. Content of RFP

- 3.5.1. The RFP should be read in conjunction with any addenda or clarifications issued subsequent to publication of RFP.
- 3.5.2. Bidders are advised to study the RFP carefully. It will be deemed that the bidders have submitted their bids 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 Clauses 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 bid and to annul the bidding process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.. In the event that IHMCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids thereafter.
- 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 the bidder is disqualified / rejected and if such disqualification / rejection occurs after the Bids have been opened and the Lowest / Successful Bidder gets disqualified / rejected, then IHMCL reserves the right to:
- a) invite the remaining Bidders to match the Lowest / Successful Bidder in ascending order of the sequence as per the evaluation process in this RFP; 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 Contract Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by IHMCL, that one or more of the conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Successful bidder either by issue of the LOA or entering into of the Contract Agreement, and if the Applicant has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by IHMCL to the Applicant, without IHMCL being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which IHMCL may have under this RFP, the Bidding Documents, the Contract Agreement or under applicable law.
- 3.7.5. 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 sending an email to the e-mail id - tenders@ihmcl.com. They should send in their queries in .xlsx format as per the Annexure 11 in this RFP before the date specified in the schedule of the Bidding Process. The responses to the queries will be published on the 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. Amendments to the RFP

- 3.9.1. At any time prior to the deadline for submission of bid, 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 addendum or corrigendum.
- 3.9.2. Any addendum or corrigendum thus issued will be published on e-procurement portal.
- 3.9.3. In order to allow the applicants a reasonable time for taking an addendum or corrigendum into account, or for any other reason, IHMCL may, in its sole discretion, extend the due date for submission of the bid.

3.10. Language

3.10.1. The bid and all related correspondence and documents in relation thereof 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 bid, the English language translation shall prevail.

3.11. Bid Validity

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

3.12. Earnest Money Deposit

3.12.1. Bidders shall submit, along with their Proposals, an EMD of Rs. Three Lakh only, in the form of a demand draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS). The payment transfer related information is as follows:

- a. EMD BG in the format specified in Annexure 14 issued by a schedule commercial bank in favour of Account details as mentioned below. The EMD BG should remain valid for a period of 60 days beyond the final tender validity period.
- b. Demand Draft/Banker cheque drawn on any schedule bank: Payable at Indian Highways Management Company Limited, New Delhi
- c. Electronic Bank Guarantee under Structured Financial Messaging System (SFMS)
 - i. A/c Holder Name = Indian Highways Management Company Limited
 - ii. Bank Name = Canara Bank
 - iii. A/c No. = 8598201006217
 - iv. IFSC = CNRB0008598
 - v. Branch = Delhi NHAI Dwarka Branch New Delhi-110075

3.12.2. The Successful Bidder's EMD will be returned, without any interest, upon the Successful Bidder signing the Contract and furnishing the Performance Security in accordance with the provisions thereof. IHMCL may, at the Successful Bidder's option, adjust the amount of EMD in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract.

3.12.3. Any bid not accompanied by an acceptable Earnest Money Deposit and Document Fee shall be rejected by IHMCL as non-responsive.

3.12.4. The Earnest Money Deposit of unsuccessful bidders will be returned upon written request from the unsuccessful bidder, after expiry of the period of Bid Validity prescribed by IHMCL or Signing of Contract Agreement between IHMCL and successful bidder.

3.12.5. The Earnest Money Deposit of the Successful Bidder will be discharged when the Successful Bidder has furnished the required Performance Security and signed the Contract Agreement.

3.12.6. The Bid Security / Earnest Money will be forfeited:

- i. If the Bidder withdraws or modifies the Bid during the period of Bid validity.
- ii. If the Bidder does not accept the correction of the bid price, pursuant to clause pertaining to imbalance bid.

- iii. In the case of a Successful Bidder:
 - a. if the Bidder fails within the specified time limit to sign the Contract; and/or
 - b. furnish the required Performance Security; or
 - c. if the Bidder is found to be engaged in corrupt or fraudulent practices.

3.13. Alternative Proposals by Bidders

- 3.13.1. All bidders shall submit only one bid / offer for this RFP that fully complies with the requirement of the RFP including conditions of Contract. Any conditional offer or alternate offer will not be considered further for evaluation.

3.14. Submission, Format and signing of Application

- 3.14.1. All documents including Power of Attorney, relevant annexures, eligibility documents etc. need to be submitted on the e-tender portal. The Bidder shall submit the scanned copies of the original documents as mentioned in the RFP along with the bid on or before due date of submission. The evaluation of the bids shall be carried out with the available scanned copies of original documents submitted by bidders on eProcurement portal as per RFP requirements. However, the successful bidder will have to submit the original documents in hard copy to IHMCL after the issue of Letter of Award.
- 3.14.2. The Applicant shall provide all the information sought under this RFP. IHMCL will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and / or conditional Applications shall be liable for rejection.
- 3.14.3. The Applicant shall submit following documents in hard copy at IHMCL office as per timeline provided in Clause 4.1 'Key Dates':
- i. Document Fee
 - ii. Earnest Money Deposit (EMD)/Bid Securing Declaration form, as applicable
 - iii. Power of Attorney / Letter of Authority
- 3.14.4. Non-refundable Document Fee of Rs. 10,000 needs to be submitted in the form of Demand Draft in favour of Indian Highways Management Company Limited (IHMCL) payable at New Delhi. Proposals received without or with inadequate RFP Document fees shall be rejected. The demand draft of RFP document fees or proof of payment (receipt, UTR details etc.), as applicable, should be submitted along with the bidder's proposal as per provision of RFP.
- 3.14.5. The document fee may also be deposited in IHMCL bank account and proof of payment (receipt, UTR details etc.) shall be submitted in Bid Proposal. IHMCL bank account details for deposit of Document Fee are as mentioned below: -
- A/c Holder Name = Indian Highways Management Company Limited
 - Bank Name = Canara Bank
 - A/c No. = 8598201006217
 - IFSC = CNRB0008598
 - Branch = Delhi NHAI Dwarka Branch New Delhi-110075

- 3.14.6. The bid 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 authorized person signing the Application.

3.15. Deadline for Submission of Bid

- a) Complete Bid documents as specified in the RFP must be uploaded as specified on or before the date and time specified under “key dates”. In the event of the specified date for the submission of Bids being declared a Non-working day for IHMCL, the Bids will be received up to the specified time on the next working day.
- b) IHMCL may, at its discretion, extend the deadline for submission of Bids by issuing an amendment in which case all rights and obligations of IHMCL and the Bidders previously subject to the original deadline will thereafter be subject to the deadline extended.
- c) Offer by fax / e-mail will not be accepted and shall be treated as void ab-initio.

3.16. 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 bidder may modify, substitute or withdraw its bid after submission, provided that written notice of the modification, substitution or withdrawal is received by IHMCL prior to the due date of the bid. No bid shall be modified, substituted or withdrawn by the bidder after the due date of the bid, or after the deadline on the due date of the bid.
- 3.17.2. Withdrawals of bids after the due date or time on the bid due date are liable to be treated as grounds for disqualification of the bid and blacklisting or debarment of the bidder from future bids.
- 3.17.3. Any alteration / modification in the bid or additional information supplied subsequent to the due date of the bid, 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

- a) Opening of Bids will be done through online process only.
- b) IHMCL shall open Technical Bids as per schedule specified in Key Dates, in the presence of the authorized representatives of the Bidders, who choose to attend. IHMCL will examine and evaluate the Bids in accordance with the provisions of this RFP.
- c) During evaluation and comparison of bids, IHMCL may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing via email, asking the Bidder to respond by a specified date, and also mentioning therein that, if the Bidder does not comply or respond by the date, his tender will be liable to be rejected. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information / documents shall be sought only in case of historical documents which pre-existed at the time of the bid opening and which have not undergone change since then.

3.20. Phase - 1: Pre-Qualification: -

- 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. The following documents shall be evaluated as per part of Pre-Qualification stage: -
 - iv. Document Fee
 - v. Earnest Money Deposit (EMD)/Bid Securing Declaration form, as applicable
 - vi. Power of Attorney, and
 - vii. Other documents and appurtenant annexures indicating eligibility of the bidder.
- b) The Bidder shall have to submit all the required documents as per various formats provided in in Section 7 - Annexures in this RFP document. These documents will be scrutinized in this phase of evaluation. Those Bidders who do not fulfil the terms and conditions of pre-qualification / 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 of the Bid. It is hereby clarified that Financial Bid of only the Bidders declared qualified as per the Pre – Qualification / Eligibility Criteria shall be performed.

3.20.1. 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 Price” 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 Price (“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 RFP.
- e) In the event the Total Price of two or more qualifying bidders are identical, IHMCL shall declare the bidder having more experience as the Preferred Bidder for award of the Project. It may also take any such measure as may be deemed fit at its sole discretion, including annulment of the bidding process.

3.21. Award Criteria

- a) Subject to Clause 3.20, 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 Price.
- b) 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).
- c) 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.
- d) Upon furnishing of the Performance Security by the successful Bidder, IHMCL will promptly notify the other Bidders that their Bids have been unsuccessful.

3.22. Confidentiality

- 3.22.1. Information relating to the examination, clarification, evaluation, and recommendation for the Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising IHMCL in relation to, or matters arising out of, or concerning the Bidding Process. IHMCL will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in

confidence. IHMCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or IHMCL or as may be required by law or in connection with any legal process.

3.23. Tests of responsiveness

- 3.23.1. Prior to evaluation of Applications, IHMCL shall determine whether each Application is responsive to the requirements of the RFP. An Application shall be considered responsive only if:
- a) If the Authorized Signatory holding Power of Attorney and Signatory are not the same
 - b) If a bidder submits a conditional bid or makes changes in the terms and conditions given in this RFP document
 - c) Failure to comply with all the requirements of RFP document by a bidder.
 - d) If the financial bid is not submitted in the formats prescribed in the RFP document
 - e) If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the Bids and the same may lead to Bid being declared as non-responsive.
- and
- f) The bid contains any pre-condition, assumption or qualification.
 - g) it is not non-responsive in terms hereof.
- 3.23.2. IHMCL reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by IHMCL in respect of such Application.
- 3.23.3. Any bidder debarred 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 due date of submission of the bid, or has been declared by IHMCL as non-performer / blacklisted would not be eligible to submit an Application.

3.24. Bids that are Overpriced or Undervalued

- 3.24.1. If the Bid of the Successful Bidder appears significantly overpriced or undervalued with respect to IHMCL's estimate of the cost of work to be performed under the Contract, IHMCL may require the bidder to produce detailed price analysis for any or all items of the services / bill of quantities, to demonstrate the internal consistency of the proposed System / Proposal. After evaluation of the price analysis, 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.

3.25. Submission of Bids

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

3.26. Proprietary data

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

3.27. Correspondence with the Applicant

- 3.27.1. Except as provided in this RFP, IHMCL shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

3.28. Notification of Award of Contract

- a) Prior to the expiration of the Bid validity, IHMCL will notify the successful bidder that his bid has been accepted. IHMCL will mention the contract value in the LOA.
- b) The contract will incorporate all agreements between IHMCL and the successful bidder. It will be signed by IHMCL and the successful bidder after the performance security is furnished by the Successful Bidder. IHMCL will issue notice to commence the work after signing of Contract Agreement or submission of performance security as the case maybe.
- c) Upon furnishing of the performance security by the successful bidder, IHMCL will promptly notify the other bidders that their Bids have been unsuccessful.

3.29. Signing of Contract

- 3.29.1. IHMCL shall ask the successful bidder to furnish the Performance Guarantee and also to execute the Contract Agreement.

3.30. Performance Security

- a) Within 15 (Fifteen) days of the receipt of the letter of award, the successful bidder shall submit an irrevocable and unconditional bank guarantee issued in the name of IHMCL for an amount equal to **Ten (10%) percent of total contract value**, issued by a bank described under this RFP which shall be verified at any branch located in the National Capital territory of Delhi and through SFMS mode as performance security for the due performance of its obligations under the Contract.
- b) The aforesaid Bank Guarantee shall be as per the format given in format provided in this RFP and will be valid for a period of 180 days after the expiry of Contract period and shall also have a minimum claim period of 1 year. Format for submission of Performance Bank Guarantee is provided at Annexure 6 of this RFP document.

3.31. Bank Guarantee (BG)

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

- i. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI.

3.32. Corrupt or Fraudulent Practices

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

3.33. Conflict of Interest

- 3.33.1. A Bidder shall not have a conflict of interest that may affect the selection process or the solution delivery (the "Conflict of Interest"). Any Bidder found to have a conflict of interest shall be disqualified. In the event of disqualification, the purchaser shall debar and ban the bidder from bidding for any contract with IHMCL for a period of one year from the date of notification of this document.
- 3.33.2. The Purchaser requires that the Successful bidder provides solutions which at all times hold the Purchaser's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Successful bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.
- 3.33.3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
 - a) the bidder, or Associates (or any constituent thereof) and any other Bidder or Associates, have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject

Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on

- a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

3.34. Miscellaneous

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

3.35. Exemption for MSME Firms in submission of EMD and Document Fee

- a) Micro and Small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (M/o MSME) with valid certificate duly issued by GOI are exempted for submitting the Earnest Money Deposit (EMD) and Document Fee. It will be applicable for those bidders who shall produce their own goods or provide their own services, and not applicable for trading purpose. No entrepreneur or memorandum of application form is acceptable.
- b) Other Firms registered with MSME / NSIC with valid certificate duly issued by GOI are also exempted for submitting EMD and Document Fee. No other type of certificate is acceptable
- c) The firms registered under MSME shall be required to submit the Bid Securing Declaration Form as provided in Annexure-12 of the RFP.

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 original Bidding Documents, Power of Attorney, all other relevant annexures, and documents on the e-procurement portal itself, as mentioned in the RFP on or before due date of submission. Evaluation of bids shall be carried out with the available scanned copies of original documents submitted by bidder as per RFP requirements. However, the successful bidder has to submit the original documents physically with IHMCL before the issue of LOA.
- e) The date and time for online submission as mentioned in the section RFP document shall be strictly followed in all cases. The Bidders / 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.
- f) 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

S. No.	Event Description	Date
1.	Invitation of RFP	21.12.2022
2.	Last date for receiving queries	28.12.2022
3.	Pre-Bid meeting ¹	29.12.2022
4.	Bid Due Date for submission of bid on e-tender portal	24.01.2023; 16:00 HRS IST
5.	Bid Due date for physical submission of following documents at IHMCL office: <ul style="list-style-type: none">• Document Fee• Earnest Money Deposit (EMD)/Bid Securing Declaration form, as applicable• Power of Attorney / Letter of Authorization	24.01.2023; 16:30 HRS IST
6.	Opening of Technical Bids	25.01.2023; 17:00 HRS IST
7.	Opening of Financial Bids	Shall be informed to the responsive bidders at a later date
8.	Validity of Bid	180 days from Bid Due Date

¹ In case of a VC – Meeting details shall be sent to those email IDs from which pre-bid queries have been received by the 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 Amendment of Scope

- 5.5.1. For Module 1: IHMCL reserves the right to increase or decrease the number of fee plazas up to 30% of the current requirement, without assigning any reason at any time during the Contract Period, and no compensation shall be paid to the Successful bidder on account of de-scoping of any requirements.
- 5.5.2. For Module 2: IHMCL reserves the right to increase or decrease the requirements of the software application by up to 10% of the current requirement, without assigning any reason at any time during the Contract Period, and no compensation shall be paid to the Successful bidder on account of de-scoping of any requirements.
- 5.5.3. IHMCL, may at any time, at its sole discretion defer the requirements.

5.6. Timelines, Deliverables, Payment Terms and Schedule

5.6.1. Payments will be made in Indian Rupees only

5.6.2. No Advance Payment

5.6.3. Milestones and Timelines

i. For Module 1: NHA1 Remittance Alert System

S. No.	Milestone	Deliverables / Output	Timelines (In Weeks)
1	Date of Contract Signing	Signed Contract Agreement	T
2	Requirement Gathering and preparation of detailed requirements specification document	Software Requirements Specification document	T + 1
3	Designing of the Module -1 including all sub-modules as provided in RFP	Software Design document (SDD)	T + 3
4	Development of Module -1 including all sub-modules as provided in RFP and User Application Testing	Source Code, Test Cases, Results, Bug	T + 10
5	Third Party Security Audit & Go-Live	Security Audit Report and Certificate Fixing etc. & Go – Live Report	T+12
6	Operations and Maintenance of the Module -1	SLA Reports, Fortnightly Progress Reports etc. as specified in this RFP document	3 years post Go - Live

ii. For Module 2: IHMCL Contract Management Software

S. No.	Milestone	Deliverables / Output	Timelines (In Weeks)
1	Date of Contract Signing	Signed Contract Agreement	T
2	Requirement Gathering and preparation of detailed requirements specification document	Software Requirements Specification document	T + 1
3	Designing of the Module -2 including all sub-modules as provided in RFP	Software Design document (SDD)	T + 3
4	Development of Module -2 including all sub-modules as provided in RFP and User Application Testing	Source Code, Test Cases, Results, Bug	T + 10

S. No.	Milestone	Deliverables / Output	Timelines (In Weeks)
5	Third Party Security Audit & Go-Live	Security Audit Report and Certificate Fixing etc. & Go – Live Report	T+12
6	Operations and Maintenance of the Module -2	SLA Reports, Fortnightly Progress Reports etc. as specified in this RFP document	3 years post Go - Live

5.6.4. Payment Schedule

i. For Module 1: Design, Development & Commissioning and O&M of NHAI Toll Remittance Alert System

S. No.	Milestone	Payment (as per financial bid format)
1.	Software development and successful completion of UAT	30% of the Software Development Cost
2.	Security Audit and Go – Live	70% of the Software Development Cost
3.	Operations and Maintenance Cost	Quarterly payments for 3 years after Go-Live, after necessary deductions / penalties as per SLAs); invoice to be supporting documents with covering letter.

ii. For Module 2: Design, Development & Commissioning and O&M of IHMCL Contract Management System

S. No.	Milestone	Payment
1.	Software development and UAT	30% of the Software Development Cost
2.	Security Audit and Go – Live	70% of the Software Development Cost
3.	Operations and Maintenance Cost	Quarterly payments for 3 years after Go-Live, after necessary deductions / penalties as per SLAs); invoice to be supporting documents with covering letter.

All payments will be made after satisfactory report obtained from IHMCL.

5.7. Prices

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

5.8. Start of Assignment

- 5.8.1. Successful bidder shall commence the work within 1 (One) day of acceptance of LOA issued by IHMCL.
- 5.8.2. The Successful bidder shall have sufficient teams to complete the assignment and submit the deliverables as per scope of work defined in RFP. Non-fulfillment of this requirement or delay in submission of reports would attract penalties.

5.9. Damages

- 5.9.1. As defined in Section 6 of this RFP.

5.10. Duration of the contract

- 5.10.1. **The contract shall remain valid for 39 months including 03 months for development and 36 months of operations and maintenance.** IHMCL may, at its own discretion, offer to extend the duration by a period of **Two (2) years** after the lapse of the initial period 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"), but excluding any service provider to IHMCL who develops, operates or maintains their proprietary solution on the infrastructure provided by the bidder, against any direct loss, damage, claims, cost and expense of whatever kind and nature (including without limitation, legal fees, claims and expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of or are based upon any order passed by any statutory authority including Courts, tribunals or other judicial/quasi-judicial authorities, on account of breach of the Successful Bidder's obligations under this Contract or any other related agreement or otherwise, any fraud or negligence attributable to the Successful bidder or its Agents under contract or tort or on any other ground whatsoever, all eventualities of theft, dacoity, robbery, etc., except to the extent that any such suits, proceedings, actions, demands and claims has arisen due to any breach or default of this Contract on the part of IHMCL Indemnified Persons.
- 5.13.2. The Successful Bidder shall indemnify IHMCL Indemnified Persons from all legal obligations in respect of professionals deployed by the Successful Bidder. IHMCL Indemnified Persons shall also stand absolved of any liability on account of death or injury sustained by the Successful Bidder's workmen, staff / employees during the performance of their work and also for any damages or compensation due to any dispute between the Successful Bidder and its workmen, staff / employees.
- 5.13.3. In addition to the aforesaid, the successful bidder shall fully indemnify, hold harmless and defend IHMCL Indemnified Persons from and against any and all direct loss, damage, cost and expense of whatever kind and nature (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Successful Bidder or by its Agents in performing the Successful bidder's obligations or in any way incorporated in or related to this Contract. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Successful bidder shall make every reasonable effort, by giving a bond (of the type and value as required) or otherwise, to secure the revocation or suspension of the injunction or restraint order and continue to perform its obligations hereunder. If the Successful bidder is unable to secure such revocation within a reasonable time, it shall, at its own expense, and without impairing the Specifications and Standards, shall rectify such defaults and shall also be liable for damages to IHMCL for the corresponding loss during the interim period on this account.
- 5.13.4. The provisions of clause 5.13 shall survive termination.
- 5.13.5. The remedies provided under Clause 5.13 are not exclusive and shall not limit any rights or remedies that may otherwise be available to IHMCL Indemnified Persons at law or in equity.

5.14. Termination

- 5.14.1. **ON EXPIRY OF THE CONTRACT:** Subject to the condition mentioned under Clause 5.10, the Agreement shall be deemed to have been automatically terminated on the expiry of the Contract Period unless IHMCL has exercised its option to further renew the Contract Period in accordance with the provisions, if any, of the Contract.

- 5.14.2. **ON ACCOUNT OF FORCE MAJEURE:** Either Party shall have the right to terminate the Contract on account of Force Majeure, as set forth in Clause 5.12.
- 5.14.3. **ON BREACH OF CONTRACT:** IHMCL may terminate the Contract if the Successful bidder causes a **Fundamental Breach** of the Contract. **Fundamental Breach** of Contract includes, but shall not be limited to, the following:
- a) The successful bidder fails to carry out any obligation under the Contract.
 - b) The successful bidder submits the IHMCL a statement which has a material effect on the rights, obligations, or interests of the IHMCL and which the Successful Bidder knows to be false.
 - c) The successful bidder without reasonable excuse fails to commence the work in accordance with relevant clauses.
 - d) Has failed to furnish the required securities or extension thereof in terms of the Contract.
 - e) The successful bidder stops work and the stoppage has not been authorized by IHMCL;
 - f) The successful bidder at any time during the term of the Contract becomes insolvent or winds up its business or makes a voluntary assignment of its assets for the benefit of its creditors.
 - g) If the successful bidder, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract.
 - h) More than **three instances where penal levies have to be deducted by IHMCL on account of poor performance** as mentioned in RFP.
 - i) Notwithstanding anything stated in this Agreement, in the event that any of the defaults ("Fundamental Breach") specified below shall have occurred, IHMCL shall provide 30 days' notice period to the Successful Bidder [hereinafter referred to as "Cure Period Notice"].
 - j) If the Successful Bidder fails to cure the default within the Cure Period, the Successful Bidder shall be deemed to be in default of this Agreement [the "Successful Bidder's Default"], unless the default has occurred solely as due to Force Majeure or for reasons not attributable to the Successful Bidder. The Cure Period under this Clause shall be calculated from the date of issuance of the notice to the Successful Bidder or when the default comes into the knowledge of the Service Provider, whichever is earlier.
- 5.14.4. The Successful bidder sub-contracts any assignment under this Agreement without written approval of IHMCL.
- 5.14.5. Any other fundamental breaches as specified in the RFP.
- 5.14.6. Notwithstanding the above, IHMCL may terminate the Contract in its sole discretion by giving 30 days prior notice without assigning any reason. In the event of such a termination, compensation to the successful bidder shall be calculated based on the Termination Payment clause.
- 5.14.7. Upon Termination (except on account of expiry of Term of this Agreement, Force Majeure or under clause 5.14.6 above), IHMCL shall be entitled at the sole discretion to:
- a) appropriate the entire Performance Security or part thereof as Damages; and
 - b) Debar/Blacklist the Successful bidder from participating in any other project/assignment/work of IHMCL for a period as determined by IHMCL in its sole discretion.
- 5.14.8. Without prejudice to any other rights or remedies which IHMCL may have under this Agreement, upon occurrence of Successful bidder's Default, IHMCL shall be entitled to terminate this Agreement by issuing a Termination Notice to the Successful bidder; provided that before issuing the Termination

Notice, the IHMCL shall by a notice inform the Successful bidder of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Successful bidder to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

5.15. Appropriation of Performance Security

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

5.16. Change Control Note (CCN)

- 5.16.1. This applies to and describes the procedure to be followed in the event of any proposed change to contract, site Implementation, and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services provided by Successful bidder and changes to the terms of payment.
- 5.16.2. Change requests in respect of the contract, the site implementation, or the Service levels shall emanate from the Parties' representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process and shall complete Part A and B of the CCN as appropriate (Annexure 13). CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the Purchaser.
- 5.16.3. Successful bidder and Authority while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required.
- 5.16.4. The CCN shall be applicable for the items which are beyond the stated / implied scope of work as per the RFP document.

5.17. Insurance

5.17.1. Insurance during the Contract Period

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

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

5.17.2. Evidence of Insurance Cover

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

5.17.3. Application of Insurance Proceeds

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

5.17.4. Validity of Insurance Cover

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

5.18. Miscellaneous

5.18.1. Standard of Performance

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

5.18.3. Representations and Warranties of the Parties

- a) The Parties represents and warrants to the each other that:
 - i. it is duly organized and validly existing under the applicable laws, and has full power and authority to execute and perform its obligations under this Contract and to carry out the Scope of Work/transactions contemplated herein this Contract and nothing material has been concealed by the Successful bidder;

- ii. it has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this Contract and to validly exercise its rights and perform its obligations under this Contract;
- iii. this Contract constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Contract will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- iv. the information furnished in the Bid and as updated on or before the date of this Contract is true and accurate in all respects as on the date of this Contract;
- v. the execution, delivery and performance of this Contract will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- vi. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Contract or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Contract;

5.18.4. **Waiver of immunity**

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

5.18.5. **Waiver**

- a) Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Contract:
 - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Contract;
 - ii. shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
 - iii. shall not affect the validity or enforceability of this Contract in any manner.

- b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Contract or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

5.18.6. Liability for review of Documents

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

5.18.7. Exclusion of implied warranties etc.

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

5.18.8. Survival

a) Termination shall:

- i. not relieve the Successful bidder or IHMCL, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- ii. except as otherwise provided in any provision of this Contract expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

- b) All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

5.18.9. Entire Agreement

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

5.18.10. Severability

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

5.18.11. No partnership

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

5.18.12. Third parties

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

5.18.13. Successors and assigns

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

5.18.14. Dispute resolution procedure

- i. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably.
- ii. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith. In the first instance, the Dispute shall be referred to the Chairman of the IHMCL and the Chairman of the Board of Directors (or equivalent) of the successful bidder or their nominees for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) business day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or such longer period as may be mutually agreed by the Parties, either Party may refer the dispute to arbitration.
- iii. Any dispute which is not resolved amicably shall be finally settled by arbitration to be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996.
- iv. Each party shall nominate one arbitrator on their behalf, and a third arbitrator shall be appointed from the Indian Council of Arbitration based at New Delhi with the concurrence of either arbitrator.
- v. The venue of such arbitration shall be Delhi.
- vi. The rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. The parties unconditionally acknowledge and agree that notwithstanding any dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with the procedure agreed herein.

5.18.15. Compensation for Breach

a) Compensation for default by the Successful Bidder

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

- b) any non-performance or breach of the roles, responsibilities, representations, warranties, undertakings, and declarations contained herein by the Successful Bidder or its directors, employees, personnel or representatives, as the case may be.
- c) Negligence, fraud or misconduct of the Successful Bidder or any of its employees, agents, affiliates or advisors.

5.18.16. Limitation of Liability

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.

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

This limitation of liability shall not affect Successful bidder's liability, if any, for direct loss or damage to Third Parties caused by Successful bidder or any person or company acting on behalf of Successful bidder in carrying out the Services. The Successful bidder is advised to take necessary measures, such as insurance, etc. to cover any direct loss or damages to third party impacted by the services of Successful bidder.

5.18.17. Patent Claim

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or design rights arising from the use of the Software application or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and IHMCL is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for such compensation, including all expenses, court costs and lawyer fees. IHMCL shall give notice to the successful bidder on any such claim, recover it from the bidder if required and will also debar the bidder from getting into any contracts with IHMCL for a period of 1 year from the due date of this bid.

5.18.18. **Intellectual Property Rights**

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

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

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

The Successful Bidder(s) shall not use, any data / information derived from this Software application anywhere, without taking permission, in writing, from IHMCL and IHMCL also reserves the right to grant or deny any such request. The Software application will not be allowed to be misused by quoting same software at other places.

The rights of Entire Data at Data Centre and DR, including backups will lie with IHMCL.

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

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

5.18.20. **Notices**

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

5.18.21. **Sub-Contracting**

The Successful bidder shall not sub-contract any assignment to a third party. However, the Software application should be hosted on the cloud services by one of CSPs empaneled with MeitY. Further, L3 & L4 support of equipment from OEMs or their authorized distributors / partners

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

5.18.22. **Confidentiality of the Assignment / Findings**

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

5.18.23. **Modification**

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

5.18.24. **Language**

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

6. Scope of Work

6.1. Project Background

Indian Highways Management Company Limited (IHMCL) is mandated to ensure smooth operations of toll plazas on all National Highways in India in addition to any roads assigned to it by States with identical mandate.

National Highways Authority of India (“NHAI”) is responsible for collection of Road User Fee across different NH Fee Plazas. For collection of user fee at the plaza, NHAI invites bids through e-tender portal and engage agencies for collection of user fee. Such bids are invited either for a period of 3 months (Short Bid) or for a period of 1 year (Regular Bid). Currently, there are more than 500 user fee plaza for which NHAI invites the bid. As per Contract Agreement, the user fee collection agencies are required to remit the revenue to NHAI on daily/weekly basis.

In lieu of the same, IHMCL proposes to engage a Vendor for the end-to-end design, development, deployment and O&M of a Toll Remittance Alert System for monitoring of the remittance of revenue to NHAI as per agreed timelines, the software should also require generating the alerts in case of any non-compliance by user fee collection agencies. The detailed requirement is provided in sub-sequent section of the RFP.

In addition to above, the Vendor should also be required to develop a Contract Management Software for IHMCL through which Financial MIS, IT Asset and Vendor information shall be monitored for the projects undertaken by IHMCL.

6.2. Scope Overview

- 6.2.1. The Successful bidder shall be responsible for end-to-end design, development, deployment and O&M of solution for following modules:
- a. Module 1: NHAI Toll Remittance Alert System
 - b. Module 2: IHMCL Contract Management Software

- 6.2.2. The Successful bidder shall ensure 98 percent system uptime.
- 6.2.3. The Successful bidder shall deploy software application on cloud services offered by one of the empaneled CSPs under MeitY. The cost for cloud server usage shall be reimbursed by IHMCL upon submission of bills from Cloud Service Provider.
- 6.2.4. The bidder is required to do the new module/custom development on-site as and when required by the IHMCL.
- 6.2.5. The bidder is required to document the logic used for rectification of the bug/ any new custom development, changes done in the coding and submit the same to the IHMCL.
- 6.2.6. The bidder is required to test the changes in the test environment before applying the changes in the production environment. The change management procedure defined by the IHMCL to be followed for any changes done.
- 6.2.7. The bidder is required to provide and maintain version control tool to manage the versions of the source code as and when changes made. It is the responsibility of the bidder to document complete details of the source codes and changes made therein.
- 6.2.8. The bidder is required to provide training to the IHMCL technical and functional team on new implementation /logic used in rectification of the program bugs. Bidder should transfer skills to relevant IHMCL team by means of training and documentation.
- 6.2.9. The successful bidder should conduct System Requirement Study (SRS) covering the risk, quality, migration, conversion, cutover, resource, change and communication management plan after understanding the requirements from the IHMCL team for the implementation of the solution and submit the SRS as per timeline defined in the Contract Agreement.
- 6.2.10. Once the SRS is signed off from the IHMCL side, the bidder has to submit a detailed project plan for upgrade, migration, customization, testing and implementation of all the modules of software application. Plan should include the full scope of the project including implementation plan, configurations, proposed application architecture i.e. number of web servers, application & database servers in setup and the compatibility of each server to handle the user requests etc. On acceptance of such plan by the IHMCL, the successful bidder shall be required to carry out the implementation along with new modules, migration and customization as applicable including installation, testing of solution etc.

6.3. Module 1: NHAI Toll Remittance Alert System

- 6.3.1. The Successful bidder shall be required for providing the toll plaza's remittance management and enable NHAI run its vendor operations more efficiently.
- 6.3.2. The indicative sub-modules for Module-1 are as mentioned below:
 - i. **Master details of Fee Plaza**
 - a. For maintaining details such as Fee Plaza name, number of lanes, date of commercial operation, Toll Operating Agency name/Contact details, System Integrator details etc.
 - b. There should be functionality to add/disable the fee plaza and/or contact details.
 - ii. **Master details of Toll Operating Agencies**
 - a. For maintaining master details of all empaneled Toll Operating Agencies such as Contact name, organization/trust, Contact cell number, address, PAN etc.
 - b. There should be functionality to add/edit/disable the details.
 - iii. **Contract Management**

- a. NHAI and each toll operating agency shall be provided with dashboard access wherein the details of Contract Start Date, End Date, PBG Status, Gazette notification, relevant work orders/circulars shall be maintained.
- b. There should be functionality to add/delete different fee plazas to one agency based on Contract tenure.
- c. The system should provide alert for invitation of bids to NHAI.

iv. Remittance Alert System

- a. Collecting Remittance Details from the Bank
 - i. The system should have the provision to collect the remittance details from the banking system by API integration with the bank.
 - ii. The system should allow notifications to be sent out when a remittance is made.
- b. Manual Remittance Details Entry by PIU
 - i. Till time the integration with bank is in process, the system should be able to manage/track remittances made against respective contracts.
 - ii. The system should have the provision to update/view the traffic count and remittance details deposited by the fee collection agency in cash.
- c. Collecting ETC Data from IHMCL
 - i. The system should have the provision to collect the ETC data from IHMCL system through API integration.
 - ii. Till time integration is in process, the system should have the provision to manually enter/view the traffic count and ETC data.

v. Defaulter Alert System

- a. The system should be able mark defaulters and escalate late/insufficient payments to the officers at each level whenever a configured overdue period is elapsed.
- b. The system should have the provision to configure the remittance due period and remittance overdue period at multiple levels.
- c. The system should have functionality to auto calculate the penalty for all contracts.
- d. The system should have the provision to do the following if the remittance made is lesser than the agreed remittance or remittance is not received within the configured period:
 - i. Mark the concerned agency as defaulter
 - ii. Send escalation notifications to officers at various levels as per configuration
- e. The system should be able to perform recovery actions for the outstanding amounts against defaulters and send alerts for recovery to the concerned officers.
- f. The system should have the provision to initiate recovery actions from Performance security.

vi. Development of Dashboard

- a. The system should allow personalization of the dashboard and configuration of alerts/notifications to be sent out or displayed at various stages in a user friendly way.
- b. The system should offer a user specific dashboard to officials that gives an overview of toll booths, operators, contracts, payment details, defaulters, escalation, recovery details, bank guarantee expiry etc.
- c. The system should display Reminders and alerts in the dashboard dynamically.

- d. The system should have the provision to enter/view Bank Guarantee details of each fee plaza. The system should have the provision to send notifications/alerts at configured time intervals regarding the expiry of Bank Guarantee.
- e. The system should have the provision to enter/view Force Majeure details claimed by Toll Operating Agency.

6.3.3. The Software shall be used by the NHAI, its officials, its partners and associates for the desired operational requirement.

6.3.4. The system could reside on a cloud environment but would need to be customized as per NHAI's requirements.

6.3.5. Data Analytics and Reporting

The system should be able to provide toll wise/consolidated traffic count, remittance data, defaulter list of all agencies for complex data analysis and reporting.

- The system should offer a number of standard reports for analyzing payment details, remittance status, defaulter list, recovery details etc. The reporting formats shall be decided in consultation with NHAI. There should be no extra cost shall be payable against the same.
- The system should display statistics on data including the total revenue, project wise & toll wise remittance, traffic and remittance patterns over a period, based on vehicle type, payment type, comparison of traffic patterns on two different toll plazas, toll agency performance, etc.
- The system needs to be customized to integrate with external applications such as banking systems through APIs. Notifications needs to be sent using integration through SMS/Email/Whatsapp APIs.

6.4. Module 2: IHMCL Contract Management System

6.4.1. The Successful bidder shall be required to develop a Contract Management Software through which monitoring of different projects may be carried out. The Contract Management Software should have following sub-modules:

- 6.4.1.1. Vendor Payment Software
- 6.4.1.2. IT Asset Management Software including HQ as well as Toll Plaza Level
- 6.4.1.3. Finance and Accounting MIS

6.4.2. Financial MIS Software:

6.4.2.1. The Successful bidder shall be required to develop a Financial MIS Software for IHMCL.

6.4.2.2. Currently, IHMCL is handling around 50 different Contract Agreements for which central monitoring is not available.

6.4.2.3. The indicative requirement for Financial MIS Software is as mentioned below:

- a. Each project of IHMCL should be provided with a unique code against which complete details of project from Total project cost, Project duration, Contract details, PBG details etc. shall be maintained.
- b. The payment milestone for each project shall be defined in the system and status of release of payment against each milestone needs to be updated and maintained with detailed records such as date of release of payment, RTGS details etc.
- c. Through the above-mentioned process, the details of Total project cost vis a vis amount released till date should be available.

- d. The payment tracking with invoice details etc. shall be made available with details of penalties. Also, any statutory non-compliance for delay in release of payment etc. shall be tracked through the system.
- e. The software should generate the fund requirement & budget forecasting against each project.
- f. The software should maintain the provision for addition/deletion of any approved Scope of Work/Change of Scope (CoS) which should be reflected in Total project cost.
- g. The software should be integrated with the Canara bank or any other bank where IHMCL holds bank account, in order to get the details of daily PMF deducted by NPCI on account of NETC programme.
- h. The software shall have to be integrated with Tally ERP Version 9 currently being used in IHMCL by enabling two-way data flow as required by the software. Any subsequent modification or addition incidental to the primary requirement shall be carried out by the agency without any extra cost implication to IHMCL.

6.4.3. IT Asset Management Software

6.4.3.1. The Successful bidder shall be required to develop IT Asset Management Software through which record of IT assets installed at different fee plazas can be monitored.

6.4.3.2. For maintain the repository of ETC infra equipments being installed at fee plazas through different Contracts of IHMCL, it is required to maintain the central repository data related with make/model of each equipment being installed at the fee plaza.

6.4.4. Vendor Management Software

6.4.4.1. The details as mentioned below needs to be maintained for each vendor engaged by IHMCL:

- a. Name of vendor
- b. Address
- c. PAN, GST details
- d. Bank details
- e. Contact Person Name, Contact no., Email id

6.4.4.2. The details of total payment released to any vendor across different projects needs to be provided.

6.5. Requirements

This section captures the functional requirements of the proposed Software application to be deployed by the Vendor.

6.5.1. Integration with SMS Gateway for Module -1

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

6.5.2. Development and Hosting Platform for Module 1 & Module 2

(i) Development Platform

The software application will be developed using open-source platform and development tool.

(ii) Hosting Platform

The bidder should ensure that the software application is hosted on the cloud services hosted by one of the CSPs empanelled under MeitY and the servers for this assignment should be India. The cost for cloud services shall be reimbursed by IHMCL upon submission of bill actual usage on quarterly basis.

6.5.3. Services and Support

(i) Successful bidder shall deploy one-full time resource at IHMCL office for update in the modules as desired by IHMCL time to time.

(ii) The resource should have minimum experience as mentioned below:

- Education: Full Time B. Tech/B.E. or, MCA or MBA from a reputed institute
- Experience: Minimum 5 years of experience as Database Administrator

(iii) On-call customer support for internal services

(iv) Maintenance support for entire contract period and have minimum service uptime 98%

(v) Rectification any fault / correction of any information reported on the Software application should not exceed 24 hours

(vi) Demo/ On-line User Training to include:

- a. You Tube Video of features hosted on the Software application depicting complete tour of the features and ways to use features
- b. Downloading of documents viz. Gazette Notification or other related document of each toll plaza.

6.5.4. Security

The Software developed by the Service Provider / Vendor shall be security audited and “Certified for Security” before launch. Before launching the Software Application, the service provider would be expected to get a security audit from empaneled security Auditors on Indian Computer Emergency Response Team (CERT-In), under the Department of Information Technology, Government of India, having a valid empanelment certificate. The auditor will have to carry out an assessment of the vulnerabilities, threats and risks that exist in the software App through Internet Vulnerability Assessment and Penetration Testing etc. This will include identifying remedial solutions and recommendations to be complied for mitigating all identified risks, with the objective of enhancing the security of the system. The service provider will also be expected to propose a risk mitigation strategy. The Software Application should be audited as per the Industry Standards and guidelines issued by CERT- In from time to time. Documentary evidence in respect of security compliance as mentioned above shall be required to be submitted to IHMCL/NHAI for obtaining clearance for launch of the Software Application. The security audit may be required to be repeated every year (12 months) to ensure that the Software Application has a tag of “Certified for Security” during the entire contract period. The bidder shall bear the cost of the security audit of the software application as applicable.

6.5.5. Operations and Maintenance

Service Provider / Vendor shall ensure dedicated Operations and maintenance of the Software App for a period of 3 years from the date of Go-Live to ensure minimum service uptime of 98 percent as per SLA provision. Service Provider / Vendor will ensure the following:

- 1) Prepare a comprehensive O&M plan and all other necessary technical documentation, design documents, standard operating procedures, configurations required for continued operations and maintenance of the Software App in the CSP's cloud environment and keep it updated with any changes during the course of the project.
- 2) Interface with IHMCL's CSP for all activities including monitoring the reports (e.g., usage, security, SLA,), raising (or escalating) tickets / incidents and tracking the same to resolution.
- 3) Security and Operations Management
 - a) Implement Identity and Access Management (IAM) that properly separates users by their identified roles and responsibilities, thereby establishing least privilege and ensuring that users have only the permissions necessary to perform their assigned tasks.
 - b) Appropriately configure the security groups.
 - c) Regularly review the security group configuration and instance assignment in order to maintain a secure baseline.
 - d) Properly implementing anti-malware and host-based intrusion detection systems on their instances, as well as any required network-based intrusion detection systems in accordance with the Government's / IHMCL 's policies.
 - e) Review the audit logs to identify any unauthorized access to the government agency's systems
 - f) Ensure business continuity services in case the primary Software Application system becomes unavailable due to system failure
 - g) Configure, schedule, monitor and manage backups of all the data including but not limited to files, videos, images and databases as per the policy finalized by IHMCL and restore from the backup whenever required
 - h) Provide and implement tools and processes for monitoring the availability of Software App and service levels including, uptime, performance, request rates, number of users connected to a service and responding to system outages with troubleshooting activities designed to identify and mitigate operational issues such as failure of infrastructure services, within the CSP's environment.
- 4) Provide a comprehensive exit management for migration of the application data, content and any other assets to the new environment or on alternate cloud service provider's offerings and assist IHMCL for a period of Three (3) months so that IHMCL is able to successfully deploy and access the software application from the new environment. Once the exit process is completed, remove the data, content and other assets of the integrated software application from the CSP's cloud environment and destroy the VM, Content and data of the IHMCL.

6.6. Documentation

The successful bidder will provide detailed final software application documentation for reference to IHMCL. The successful bidder shall prepare the User Manual incorporating details of all menus and functionality provided by the software application. IHMCL expects the following (not limited to) in the form of documents.

- i. Blueprint and Process document covering the granular details of each functionality envisaged in the software application.
- ii. Detailed Design document.

- iii. Details of data structure, data dictionary as per standards laid-down by Government of India.
- iv. Detailed Project Plan.
- v. Fortnightly Progress Reports.
- vi. System Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirements and application security requirements.
- vii. User Manual including instructions and use cases, screen formats, details of menus & instructions on how to perform specific activities on the software application using screenshots etc.
- viii. Training Manuals
- ix. Installation Manuals, Operational Manuals and Maintenance Manuals.
- x. Test Cases, UAT Test Cases and Reports.
- xi. AV Presentations / Video Tutorials including self-learning modules of the working of the software application.
- xii. Security Audit Report and certificate – This should be submitted by the bidder before the Go-Live of the proposed software application. It should contain the closure status of the gaps identified, if any. The audit should have been conducted by a Cert-IN empaneled body / organization.

6.7. Security Audit and Application Audit

It is the responsibility of the selected bidder to get the security & application audit of the application done by a Cert-IN empaneled security auditor. The selected bidder would be required to share the complete details of the audits along with copies of all communication and bug reports / removal, written or otherwise. The cost of procuring a security certificate shall be borne by the bidder. Whenever there is code change on the business/service layer, the bidder shall get the security audit done of the implemented solution with no additional cost to IHMCL.

6.8. Service levels

6.8.1. The successful bidder shall ensure design, development, deployment and Go-Live of the software application as per the timelines specified in Section 5.6. Any delay in the activities as mentioned in the Section 5.6. shall attract penalty of Rs. 10,000/- per week of delay in completion of each milestone.

6.8.2. The availability/uptime of the Software application should be 98%.

6.8.3. Capping on penalties

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

6.8.4. The following Service Level Agreement is to clearly define the levels of service and penalties which shall be applicable to the Service Provider/Vendor for the duration of this contract:

Purpose	<p>Makes explicit the expectations that IHMCL/NHAI has for agreed upon threshold levels for performance of services.</p> <p>Helps IHMCL/NHAI control the service levels and performance of Service Provider. IHMCL/NHAI and Service Provider shall maintain a periodical contact to monitor the performance of the services being provided by the Service Provider and the effectiveness of this SLA.</p>
SLAs & Targets	<p>This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof.</p> <p>The services provided by the Service Provider shall be reviewed by IHMCL/NHAI and IHMCL/NHAI shall:</p> <ol style="list-style-type: none">Check performance of the Service Provider against SLAs and consider any key issues in performance statistics including major incidents, service trends, etc.Discuss escalated problems, new issues and matters still outstanding for resolution.Review of statistics related to rectification of outstanding faults and agreed changes.Provide suggestions for changes to improve the service levels. <p>If desired, IHMCL/NHAI may initiate an interim review to check the performance and the obligations of the Service Provider.</p>

SLA Change Control	<p>IHMCL/NHAI reserves the right to modify the existing SLA or add new SLA as per requirement from time to time.</p> <p>The service provider shall abide by the modified SLA parameter without any additional cost to IHMCL/NHAI during the contract period.</p>
Service Level Agreement Applicability	<p>The parameters in the Service Level Agreement will be applicable w.e.f. date of start of services.</p> <p>IHMCL/NHAI reserves the right to re-visit SLAs at a later date based on learning from past experience and stabilization of operations.</p>
Service Level Agreement (SLA) Parameters	<p>The Service Provider agrees to the following service level agreement (SLA) parameters while providing services under the agreement.</p> <p>“The entire Software Application shall be operational on 24x7 basis and have a minimum service uptime of 98% per month”.</p> <p>Bidder to provide system generated reports in support of all SLA’s mentioned above or undertaking as per SLAs to support the same.</p>

SLA01 –Software Application uptime	
Objective	To measure the period in which no user could be serviced due to fault in the software application designed, developed and deployed by the Service Provider. This SLA implies that contractual services are fully available, and system is not down for any reason. Down time duration & its accountability will be jointly decided within 24 hours and signed by IHMCL/NHAI, or its Consultant & Service Provider representatives based on system logs & reports.
Definition	It will be calculated based on formula “Total up time minutes / Total minutes in a month”. For example, the system was down for 2 hours in July 22; Uptime will be $[100 - \{2 \times 60 \text{ minutes} / (31 \text{ days} \times 24 \text{ hours} \times 60 \text{ minutes})\} \times 100] = 99.73\%$.
Method	
Data Capture	System down time should be captured by the system log / or other such means as finalized / decided by IHMCL/NHAI
Measurement Interval	Monthly
Reporting Period	Quarterly /Immediate information on request should also be given

Service Level		
S. no.	System down time for a quarter	Penalty in percentage on quarterly billed amount
1	up to 2%	Nil
2	Between 2% to 5%	5%
3	Between 5% to 10%	8%

4	more than 10%	10%; with a warning
Note: After two consecutive warnings, IHMCL/NHAI may consider termination of the Contract without prior notice		

SLA02 – Onsite manpower availability	
Objective	To ensure availability of onsite manpower.
Definition	The manpower deployed at onsite should be available as per NHAI/IHMCL policy. Saturday - Sunday shall be usually considered as weekly offs. However, as per requirement of NHAI/IHMCL the same may be converted to Sunday weekly off.
Method	
Data Capture	Attendance to be recorded in biometric device
Measurement Interval	Monthly
Reporting Period	Quarterly /Immediate information on request should also be given
Penalty	Rs. 500/- for each day of absence apart from above-mentioned requirement

6.9. IHMCL's Responsibility

- 6.9.1. 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 RFP document:
- 6.9.2. To release payments to Successful bidder in accordance with the Agreement and terms and conditions of this RFP document.
- 6.9.3. To reasonably cooperate with the Successful bidder to enable it to render its services in terms of the Agreement.

6.10. Successful bidder's Responsibility

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

- 6.10.1. To perform the Scope of Work as set out in Section 6 to ensure that all activities and work elements should coherently focus on achieving following key results:
 - Quality of the solution deployed.
 - User satisfaction while deploying and usage.
 - Successful implementation in terms of completeness and timely accomplishment of the outcome.

While there are different techniques and tools available as a part of the methodology, followings are expected to be part of the implementation methodology to be adopted by the bidder.

- *Stakeholder consultations* for capturing business requirements, creating awareness of best practices, communicating the changes, building consensus on software application design, for signing off the deliverables etc.
- *Review Sessions* with different stakeholders for signing off the deliverables, walking through the deliverables for facilitating quick understanding etc.
- *Internal Review Mechanisms* of bidder for ensuring the quality of the solution and the deliverables.
- *Documentation of Proceedings* – recording the developments, discussions, deliverables, using standard methodology and tools available with the solution.
- *Work Standards / Practices* for documentation, configuration, testing, data migration, etc.

- Training different stakeholders as per the requirements.

- 6.10.2. To be responsible for compliance with Applicable Laws.
- 6.10.3. To procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for, inter alia, materials, methods, processes, software, operating systems, designs, trademarks, documents and systems used or incorporated into the ETC system.
- 6.10.4. To provide Performance Security in the form of Bank Guarantee to IHMCL, in accordance with relevant section of RFP.
- 6.10.5. To carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and to observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods;
- 6.10.6. To keep sufficient accessories, spares, parts, etc., while discharging Scope of Work;
- 6.10.7. To provide onsite support for the complete system;
- 6.10.8. To reasonably cooperate with IHMCL and other stakeholders concerned in relation to the matters covered under this Agreement; and
- 6.10.9. To be responsible for safety and security of its equipment and staff;
- 6.10.10. To deploy adequate number of resources with qualifications and skills commensurate to the job requirement;
- 6.10.11. To maintain adequate insurance covers to safeguards its interest regarding any loss/damage/theft to its equipment and or personal during conduct of the assignment;
- 6.10.12. Indemnify IHMCL against any damage/loss of property or personal of the agency during conduct of assignment.
- 6.10.13. Sign the Non-Disclosure Agreement (NDA) with IHMCL.

7. ANNEXURE

7.1. Annexure 1: Bid Covering Letter

(On 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: _____

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 documents 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 and we or the our parent / subsidiary /sister concern company are NOT currently engaged by NHAI for user fee collection or tolling operations at any NH Fee plazas across the country as on RFP release date. We further undertake that we shall not take up activities such as user fee collection, tolling operations at NH fee plazas allocated during the Contract period.
 - b) I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals

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

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

Name

Designation/ Title of the 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.
- e. UTR No. – Document Fee

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

(a) Authorized Person with Complete postal address:

(b) Fixed telephone number / Mobile number

(c) E-mail address

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

4. Applicant details

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

5. Financial details/projects meeting the qualifying criteria

Name

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

7.3. Annexure 3: Undertaking

Subject: Selection of Bidder for _____

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our Company/firm M/s _____ have abandoned any work of National Highways Authority of India/IHMCL nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by IHMCL to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that IHMCL may ask for further qualifying information and agrees to furnish any such information at the request of IHMCL.
5. We confirm that we have not been blacklisted /debarred by any central/state Government department/organization or Quasi Government agencies of PSU.
6. We hereby confirm that we have the requisite capability to execute this assignment on our own.
7. We hereby also confirm that the servers for this engagement will be based out of India and the application shall be hosted on the cloud services offered by one of the empaneled CSPs under MeitY.
8. We confirm that no criminal proceeding is pending against our company/firm or any of its Directors/ Partners in any court of law.
9. We also confirm that we have not been convicted by any court of law for any of the offences under any Indian laws
10. I/We confirm that we do not have a conflict of interest with the toll fee operators/contractors nor shall we undertake tolling operations during the period of Contract Agreement.
11. We hereby confirm that we are complying to the technical specifications as specified in the tender document and the offer is submitted in accordance of the technical requirement. The all relevant documents in support of our claims are enclosed at the following pages:.....

(Signed by an Authorized Officer of the bidder)

Title of Officer

Name of bidder_____

DATE

7.4. Annexure 4: Bidder's Annual Turnover

RFP Ref _____ (Date)

From,
(Name & Address of the Bidder)

To,
Chief Operating Officer,
Indian Highways Management 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 is as given below:

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

Or

Annual Turnover for the last 3 Financial Years (FYs) in Indian Rupees (INR)			
FY 2021-22	FY 2020-21	FY 2019-20	Average

And

Annual Net worth for the last 3 Financial Years (FYs) in Indian Rupees (INR)			
FY 2021-22	FY 2020-21	FY 2019-20	Positive /Negative as on 31 st March 2022

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/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 <----->, 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.

7.6. 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 Service Provider”) has decided to apply to IHMCL for providing services, in
pursuance of IHMCL letter of work award No. _____ dated dd/mm/yyyy for “**Request for Proposal**
(RFP) For _____”

” (hereinafter called the “Contract”).

1. AND WHEREAS it has been stipulated by IHMCL in the said letter that the Service Provider shall furnish a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the terms & conditions of the Contract Agreement.

2. AND WHEREAS we have agreed to give the Service Provider such a Bank Guarantee:

3. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider up to a total of `/- (Rupees only, such sum

being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of `/- as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

4. We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

5. We further agree that no change or addition to or other modification of the terms of the service provider or of the works to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall

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

6. We undertake to pay to the IHMCL any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider(s) shall have no claim against us for making such payment.

7. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Service Provider or of the Bank.

8. This guarantee shall also be operable at our _____ branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

9. This bank guarantee shall be valid from

10. Notwithstanding anything contained herein:

(i) Our liability under this Bank Guarantee shall not exceed `/-

(ii) The Bank Guarantee shall be valid up to.....

(iii) We are liable to pay the Guarantee amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand on or before

Name:

Date:

Designation:

Employee Code Number:

Telephone Number:

Name of issuing bank branch _____

Address _____

Telephone number _____

E-mail: _____

Name of bank branch at New Delhi _____

Address _____

Telephone number _____

E-mail: _____

Name of controlling bank branch _____

Address _____

Telephone number _____

E-mail: _____

* The bank guarantee shall be verified through SFMS package.

7.7. 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	
Contract Value for the Project (in INR)	
Date of Start of Project	
Date of Completion of Project/Status of Completion	
Activities undertaken	

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

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

Signature & Seal:

Name:

Designation:

Bidding entity's name

Address:

Date:

7.8. Annexure 8: Format for Certifying Non-Blacklisting

I, M/s., (the name and addresses of the registered office of the Bidder(s)) hereby certify and confirm that we or any of our promoters/directors are not barred or blacklisted by any state government or central government / department / agency in India from participating in projects, either individually or as member of a Consortium as on the (Not earlier than 3 days prior to the Bid Due Date).

We undertake that, in the event of us or any of our promoters/directors being blacklisted / barred at any time post the date of this affidavit, we shall intimate IHMCL of such blacklisting.

Dated this Day of, 2022.

Name of the Bidder

.....

Signature of the Authorized Signatory

.....

Name of the Authorised Signatory

7.9. Annexure 9: Format for Financial Proposal

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

FORM A: Module 1: Design, Development & Commissioning and O&M of NHAI Toll Remittance Alert System.

S. No.	Particulars	Unit (A)	Unit Rate (in INR) Excluding GST (B)	Qty (C)	Amount (in INR) Excluding GST D= B * C
1	Design, Development & Commissioning	Lumpsum		1	
2	Operations & Maintenance Charges	Quarterly		12	
Total Price (I)					

FORM B: Module 2: Design, Development & Commissioning and O&M of IHMCL Contract Management System

S. No.	Particulars	Unit (A)	Unit Rate (in INR) Excluding GST (B)	Qty (C)	Amount (in INR) Excluding GST (D)= (B) * (C)
1	Design, Development of Contract Management System including Financial MIS Software, IT Asset Management Software, Vendor Management Software	Lumpsum		1	
2	Operations & Maintenance Charges for Contract Management System including Financial MIS Software, IT Asset Management Software, Vendor Management Software	Quarterly		12	

Total Price (II)	
-------------------------	--

FORM C: Total Price

Particular	Total Price
Module 1: Design, Development & Commissioning and O&M of NHAI Toll Remittance Alert System	Total Price (I) as above
Module 2: Design, Development & Commissioning and O&M of IHMCL Contract Management System	Total Price (II) as above
Total Price	= Total Price (I) as above + Total Price (II) as above

Please Note –

1. Bidders are required to submit their Financial Bid in the above format ONLY.
2. **Bidders need to fill ONLY the yellow cells. However, evaluation will be done on the basis of Total Project Price in FORM C mentioned above.**
3. All prices are to be quoted in INR only.
4. If any financial bid is found to be non-compliant to the above conditions shall be summarily rejected
5. IHMCL reserves right to descope any of the above-mentioned requirement, payment shall be released accordingly.

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

Name of Bidder - _____

Sl. No.	Name of Project	Client Name	Contract Value of Project (in Rs. Cr)	Start Date of Work	Completion Date of Work	Status (Completed/Ongoing)	Reference for Documentary Evidence to the Technical Proposal/Bid Submitted (Page no., Document name)
For Experience PQ 1							
For Experience PQ 2							

7.11. Annexure 11: Pre-bid Query Format

(To be submitted in Excel Format ONLY)

Name of Bidder: _____

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

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

7.12. Annexure 12: Bid Security Declaration Form

(To be submitted by Bidder on 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)

7.13. Annexure 13: Change Control Note (CCN)

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

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

Signature	Signature
Name	Name
Title	Title
Date	Date

7.14. Annexure 14: Format for Submission of Bank Guarantee for Earnest Money Deposit (EMD)

B.G. No.

Dated:

To,
Chief Operating Officer,
Indian Highways Management Company Ltd (IHMCL)
G-5&6 NHAI HQ, Sector-10, Dwarka,
New Delhi – 110075

1. WHEREAS M/s..... (a company registered under the Companies Act, 2013) and having its registered office at) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns) desires to submit bids for “<RFP Name>” against IHMCL’s RFP No. _____
2. AND WHEREAS the said RFP requires the bidder(s) to furnish an Earnest Money Bank Guarantee (EMBG) along with their bids for the sum specified therein as security for compliance with his obligations in accordance with the said RFP.
3. AND WHEREAS at the request of the Bidder, we (..... Name of the Bank) having our registered office at..... and one of its branches at (hereinafter referred to as the “Bank”), have agreed to issue such a Bank Guarantee.
4. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder for the sum of INR _____ (Rupees _____) only, and we undertake to pay you, upon your first written demand and without cavil or argument, and without reference to the Bidder, any sum or sums within the limits of INR _____ (Rupees _____) only as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
5. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents (hereinafter referred to as “Bidding Documents”) shall be final, conclusive and binding on the Bank.

6. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set-forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

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

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

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

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

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

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

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

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

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

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

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

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

(Signature of the Authorized Signatory)

(Official Seal)

Name:

Date :

Designation:

Employee Code Number:

Telephone Number:

Name of issuing bank branch _____

Address _____

Telephone number _____

E-mail: _____

Name of bank branch at New Delhi _____

Address _____

Telephone number _____

E-mail: _____

Name of controlling bank branch _____

Address _____

Telephone number _____

E-mail: _____

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

A/c Holder Name = Indian Highways Management Company Limited

Bank Name = Canara Bank

A/c No. = 8598201006217

IFSC = CNRB0008598

Branch = Delhi NHAI Dwarka Branch New Delhi-110075