

Request for Proposal (RFP)
For
Selection of Master System Integrator
For Closed Loop Tolling
via FASTag along Amritsar
Jamnagar Expressways

Tender Ref No.: - IHMCL/Master-SI/2023/01

Date : - 17-05-2023

Indian Highways Management Company Limited (IHMCL)
(a company promoted by NHAI)



DISCLAIMER

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

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

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

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

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

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

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

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

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

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1. NOTICE INVITING TENDER

- 1.1. Bids are invited for Selection of Master System Integrator for Closed Loop Tolling via FASTag along Amritsar Jamnagar Expressways. The list of toll plazas along Expressways is as per Annexure-11.

Name of the Work	Document Fee (non-refundable)	EMD/ Bid Security	Closing date and time for Online bid Submission
Request for proposal (RFP) for Selection of Master System Integrator for Closed Loop Tolling via FASTag along Amritsar Jamnagar Expressways	INR 10,000/- (Rupees Ten Thousand Only)	INR 100000/- (Rupees One Lakh Only)	See Key Dates

- 1.2. The complete Bidding Documents can be viewed / downloaded from e-procurement portal <http://etenders.gov.in>. The Bids shall be liable for summarily rejection unless accompanied by the requisite EMD as indicated above. IHMCL shall not be responsible for any postal delay, or network/system failure at bidder's end, as applicable. Bids submitted after the closing date/time shall be summarily rejected.

- 1.3. 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.

- 1.4. Address for communication:

Chief Operating Officer,

Indian Highways Management Company Limited (IHMCL)

G – 5 & 6 Sector -10 Dwarka

New Delhi 110 075

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

2. DEFINITIONS AND ABBREVIATIONS

2.1. Definition

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

- i. **“Applicable Law”** means the laws, rules or regulations and any other instruments, having the force of law in Republic of India, as in force from time to time.
- ii. **“Authorized Representative”** means any person/agency authorized by IHMCL.
- iii. **“Applicant” or “Bidder”** means, an entity/company which participates in the Bid process and submits its proposal/bid pursuant to this RFP.
- iv. **“Commencement date/instruction”** 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.
- xi. **“Local Currency”** means the Indian Rupees.
- xii. **“Local System Integrator or LSI”** shall mean the system integrator who are already engaged at the fee plazas along identified expressway/stretch for providing services of ETC system
- xiii. **“MoRTH”** means Ministry of Road Transport and Highways.
- xiv. **“Master System Integrator” or “Master SI” or “MSI”** shall mean the successful bidder who is selected by the IHMCL at the end of the RFP process for execution of the services.
- xv. **“Party”** shall mean IHMCL or Bidder individually and “Parties” shall mean IHMCL and Bidder collectively.
- xvi. **“Personnel”** means persons hired by the Successful bidder as employees and assigned to the performance of the Services or any part thereof.
- xvii. **“Purchaser” or “Authority”** means Indian Highways Management Company Limited (IHMCL), as applicable.

- xviii. **“Preferred Bidder”** shall mean the Bidder which has been identified to have submit lowest Quoted Value as described in the Award Criteria section in this RFP.
- xix. **“RFID”** means Radio Frequency Identification.
- xx. **“RFP”** shall mean this Request for Proposal dated 17.05.2023, including the written clarifications & Corrigendum/Addendum issued by IHMCL in respect of the RFP from time to time.
- xxi. **“RFE”** shall mean Request for Empanelment document published by IHMCL dated **28-10-2021** on the website of IHMCL. (<https://rfesi-ihmcl.co.in/RFE BID>)
- xxii. **“Services”** means requirements defined in this RFP including all additional services associated thereto to be delivered by the Successful Bidder along with the concerned Acquirer bank.
- xxiii. **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, has been issued the Letter of Award by IHMCL
- xxiv. **“Service Provider”** means the Successful Bidder who has executed the contract with IHMCL and has complied with other requirements as specified in this RFP to the satisfaction of IHMCL
- xxv. **“TMCC”** means Toll Monitoring and Control Centre Application developed by IHMCL through a separate vendor

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

2.2. Abbreviations

ASB	:	Amber Siren Beacon
ALB	:	Automatic Lane Exit Barrier
AVC	:	Automatic Vehicle Classifier
CCTV	:	Closed Circuit Television
CLSD	:	Canopy Lane Status Display
CSC	:	Contactless Smart Card
CSCRW	:	Contactless Smart Card Reader/Writer
DDR	:	Dual Data Rate
NVR	:	Network Video Recorder
ECC	:	Error Correcting Code
ETC	:	Electronic Toll Collection
FSW	:	Emergency Footswitch
FY	:	Financial Year
GBIC	:	Gigabit Interface Converter
HP&MC	:	High Personage & Military Convoy
ICD	:	Interface Control Document (specifications by IHMCL)
IHMCL	:	Indian Highways Management Company Limited
ISCU	:	Intercom Slave Communication Unit
ITB	:	Instructions to Bidders
IUID	:	Integrated User Information display
LC	:	Lane Computer-Industrial PC
LGD	:	Load Gauge Detector
LoA	:	Letter of Award
LSDU	:	Lane Status Display Unit
MBC	:	Manual Booth Controller
MBCF	:	Mean Cycle Between Failures
MCU	:	Master Communication Unit
MLB	:	Manual Lane Entry Barrier
MTBF	:	Mean Time Between Failures
MTTR	:	Mean Time to Repair
NETC	:	National Electronic Toll Collection programme
NHAI	:	National Highways Authority of India
OHLS	:	Over Head Lane Sign
PDB	:	Power Distribution Board
POS	:	Point of Sales
RAID	:	Redundant Array of Inexpensive Disks
RFID	:	Radio Frequency Identification

RFP	:	Request for Proposal
RPR	:	Receipt Printer
SFTP	:	Secure File Transfer Protocol
Staff Id	:	Staff Identification
T&G	:	Touch & Go
FCC	:	FES Control Centre
TCD	:	Toll Collector Display
TCK	:	Toll Collector Keyboard
TCT	:	Toll Collector's Terminal
TL	:	Traffic Light
TLC	:	Toll Lane Controller
TOD	:	Tour of Duty
UPS	:	Uninterrupted Power Supply

3. INSTRUCTIONS TO BIDDERS

3.1. Scope of Bid

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

3.2. Eligibility/Pre-Qualification criteria

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

SI #	Requirement Parameter	Eligibility Criteria	Supporting Documents to be provided
1.	Legal Entity	<p>The bidder can be either one of the following:</p> <p>a) Empaneled System Integrator of IHMCL as on Bid due date</p> <p>b) Certified Acquirer Bank under FASTag Programme as on Bid due date</p> <p>Note: -</p> <p>i. No Consortium is allowed.</p> <p>ii. Entities which have been empaneled with IHMCL as a consortium shall be able to participate in the tender as the same consortium composition only. No individual consortium members shall be allowed.</p>	<p>In Case of empaneled SI-</p> <ul style="list-style-type: none"> Letter of empanelment issued by IHMCL <p>In Case certified Acquirer bank-</p> <ul style="list-style-type: none"> Valid certificate as issued by NPCI for providing acquiring services at toll plazas <p>For empaneled SI and certified Acquirer Bank-</p> <ul style="list-style-type: none"> Power of Attorney as per Clause 3.4 GST Registration Certificate, as applicable
2.	Relevant Project Experience-1	<p>The bidder should have implemented at least 01 project involving FASTag or ETC transactions processing on either -</p> <p>(A) closed loop tolling system along any access-controlled expressway/stretch or any highway section in India or abroad, OR,</p> <p>(B) any non-tolling FASTag use case where fee is collected through FASTag based on entry time of vehicle at one collection point/location and exit time of those vehicles at different collection location/point in India, subject to fulfilment of the following criteria as below:</p> <p>i. For case (A), Project should have processed and settled at least 1 lakh number of FASTag/ETC transactions, excluding cash</p>	<p>a) Self-certificate from the bidder signed by authorized signatory on the entity's letterhead specifically mentioning about the processing of minimum 01 lakh settled FASTag transaction in particular month along with details of duration for services.</p> <p>b) Self-certificate from the bidder signed by authorized signatory for this bid holding written special power of attorney on stamp paper along with the official contact details of the competent authority of the client.</p> <p>IHMCL reserves the right to contact the afore-mentioned competent authority.</p>

SI #	Requirement Parameter	Eligibility Criteria	Supporting Documents to be provided
		<p>transactions, in any calendar month during operation phase.</p> <p>For case (B), Project should have processed and settled at least 05 thousand number of FASTag transactions in any calendar month during operation phase.</p> <p>For both cases, the Bidder should provide the necessary supporting document to establish the FASTag transaction count, specifying the calendar month and tolling/collection points, etc. under a specified project. IHMCL reserves the right to verify the details submitted independently.</p> <p>ii. Functionality of creating a FASTag/ETC transaction received from 02 or more tolling/collection point/location.</p> <p>iii. The project should have been executed within last 07 years as on bid due date iv. Should be either completed or an ongoing project where desired functionalities as above have been achieved.</p> <p><i>P.S- Bidders are advised to submit maximum relevant project experience certifying the criteria at the time of bid submission. No new project shall be considered for evaluation post bid due date.</i></p>	<p>The format of the self-certificate is provided in RFP at Annexure 5</p>
3.	Undertaking of Blacklisting	<p>The Bidder should not have been blacklisted by any State / Central Government Department or Central /State PSUs in India or Abroad as on Bid Due Date.</p>	<p>Undertaking certifying non-blacklisting as per format given in Annexure 2.</p>

- 3.2.2. For projects where contract value or any amount is in any currency other than Indian Rupees, than the foreign currency conversion rate available on Reserve Bank of India's portal as on the date of release of the RFP document shall be used for conversion of amount in foreign currency to Indian Rupees equivalent.
- 3.2.3. The Bidders must provide all supporting documents specified above in support of each eligibility requirement in line with the criteria stipulated in Clause 3.2 Only those Bidders who meet all the above pre-qualification criteria shall be considered for further evaluation of their Technical Proposals.
- 3.2.4. The following conditions shall be adhered to while submitting an Application:
- a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;
 - b) Information supplied by an Applicant must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms;
- 3.2.5. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

3.3. Number of Applications and costs thereof

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

3.4. Power of Attorney

- 3.4.1. The Bidder should submit a notarized Power of Attorney in the format provided at Annexure 3 or Letter of Authorization for authorizing the signatory of the Bid to sign the Bid and all related documents. It is clarified that Bidders may submit equivalent documents (for example, delegation of power, board resolution copy), in lieu of this document, as applicable.

3.5. Content of RFP

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

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

3.6. Site visit and verification of information

3.6.1. Applicants are encouraged to submit their respective Bid/Applications after visiting the Project site and ascertaining for themselves the site/fee plaza conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. The costs of visiting the site or sites shall be at the Bidder's own expense.

3.6.2. The Bidder shall be deemed to have examined the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract.

3.6.3. Any bidder interested in carrying out a site visit may write to IHMCL. On receipt of request, IHMCL shall issue an Authorization letter for site visit to such bidder.

3.7. Acknowledgement by Applicant

3.7.1. It shall be deemed that by submitting the Application, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from IHMCL;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of IHMCL relating to any of the matters referred to in Clause 3.6 above; and
- d) Agreed to be bound by the undertakings provided by it under and in terms hereof.

3.7.2. IHMCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by IHMCL.

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

3.8.1. Notwithstanding anything contained in this RFP, IHMCL reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that IHMCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.8.2. IHMCL reserves the right to reject any Application and/ or Bid if:

- a) at any time, a material misrepresentation is made or uncovered, or

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

3.9. Clarifications

- 3.9.1. Applicants requiring any clarification on the RFP may notify IHMCL by e-mail (tenders@ihmcl.com). They should send in their queries in .xlsx format before the date specified in the schedule of Bidding Process. The responses will be sent by published on e-tender portal.
- 3.9.2. IHMCL shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, IHMCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring IHMCL to respond to any question or to provide any clarification.
- 3.9.3. IHMCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by IHMCL shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on IHMCL.
- 3.9.4. To facilitate evaluation of Applications, IHMCL may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by IHMCL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

3.10. Amendment of RFP

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

3.11. Language

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

3.12. Bid Validity

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

3.13. Bid Security

- a) The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD) /Bid Security for an amount INR 1,00,000/- (Rupees One Lakh Only). The Successful Bidder's EMD will be returned, without any interest, upon the Successful Bidder signing the Contract and furnishing the Performance Security in accordance with the provisions thereof. IHMCL may, at the Successful Bidder's option, adjust the amount of EMD in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract.
- b) The Earnest Money shall be in the form of a Demand Draft OR Bankers Cheque or NEFT/RTGS mode. The Demand Draft shall be drawn in favor of "Indian Highways Management Company Limited" whereas NEFT/RTGS shall be done in below mentioned IHMCL Bank Account

A/c Holder Name = Indian Highways Management Company Limited
Bank Name = Canara Bank
A/c No. = 8598201006217
IFSC = CNRB0008598
Branch = Delhi NHAJ Dwarka Branch New Delhi-110075
- c) Any bid not accompanied by an acceptable Document fee and Earnest Money Deposit shall be rejected by IHMCL as non-responsive.
- d) The Earnest Money Deposit of unsuccessful bidders will be returned upon written request from the unsuccessful bidder, after expiry of the period of Bid Validity prescribed by IHMCL or Signing of Contract Agreement between IHMCL and successful bidder.
- e) The Earnest Money Deposit of the Successful Bidder will be discharged when the Successful Bidder has furnished the required Performance Security and signed the Contract Agreement.
- f) The Bid Security / Earnest Money will be forfeited:
 - i. if the Bidder withdraws or modifies the Bid during the period of Bid validity;
 - ii. if the Bidder does not accept the correction of the bid price, pursuant to clause pertaining to imbalance bid;
 - iii. in the case of a Successful Bidder, if the Bidder fails within the specified time limit to -
 - a. sign the Contract; and/or
 - b. Furnish the required Performance Security; or
 - iv. if the Bidder is found to be engaged in corrupt or fraudulent practices.

3.14. Alternative Proposals by Bidders

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

3.15. Submission, Format and signing of Application

- 3.15.1. All documents including Application Fee, EMD, Power of Attorney, relevant annexures, eligibility documents etc. need to be submitted on e-tender portal. The Bidder shall submit the scanned copy of the original documents as mentioned in the RFP along with the bid on or before due date of submission. Evaluation of bids shall be carried out with the available scanned copy of original document submitted by bidder on e-portal as per RFP requirement. However, the successful bidder has to submit the original documents physically with IHMCL before the issue of LOA.
- 3.15.2. The Applicant shall provide all the information sought under this RFP. **IHMCL will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.**
- 3.15.3. The Applicant shall submit following documents physically at IHMCL office as per timeline provided in Clause 4.1 'Key Dates':
- EMD/Bid Security(In case of submission in DD form)
 - Power of Attorney/Letter of Authority
- 3.15.4. The Document/Application Fee needs to be **transferred in IHMCL bank account** as per details provided below and payment receipt/proof needs to be submitted in the Technical Bid document uploaded on e-tender portal. IHMCL bank account detail for transferring document fee is as follows: -
- A/c Holder Name = Indian Highways Management Company Limited
 - Bank Name = Canara Bank
 - A/c No. = 8598201006217
 - IFSC = CNRB0008598
 - Branch = Delhi NHAI Dwarka Branch New Delhi-110075
- 3.15.5. The Application/Bid Documents uploaded on e-tender portal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application.

3.16. Deadline for Submission of Bid

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

3.17. Late Applications

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

3.18. Modifications/ substitution/ withdrawal of Applications

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

3.19. Opening and Evaluation of Applications

- 3.19.1. IHMCL shall open the Applications as per Key Timelines mentioned in RFP, at the place specified in RFP and in the presence of the Applicants who choose to attend.
- 3.19.2. Applications for which a notice of withdrawal has been submitted in accordance with Clause 3.18 shall not be opened.
- 3.19.3. IHMCL will subsequently examine and evaluate Applications in accordance with the provisions set out in this RFP.
- 3.19.4. Applicants are advised that selection of Applicants will be entirely at the discretion of IHMCL. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.19.5. Any information contained in the Application shall not in any way be construed as binding on IHMCL, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- 3.19.6. IHMCL reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 3.19.7. If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, IHMCL may, in its sole discretion, exclude the relevant project for evaluation purpose.
- 3.19.8. In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by IHMCL as incorrect or erroneous, IHMCL shall reject such claim and exclude the same for evaluation purpose. Where any information is found to be patently false or amounting to a material representation, IHMCL reserves the right to reject the Application and/ or Bid.

3.20. Examination and Evaluation of Bids

- a) Opening of Bids will be done through online process only. The bids shall be opened in 2 stages as per Key Timelines mentioned in RFP.
- b) IHMCL shall open Technical Bids as per schedule specified in Key Dates, in the presence of the authorized representatives of the Bidders, who choose to attend. IHMCL will examine and evaluate the Bids in accordance with the provisions of this RFP.

- c) During evaluation and comparison of bids, IHMCL may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing via email, asking the Bidder to respond by a specified date, and also mentioning therein that, if the Bidder does not comply or respond by the date, his tender will be liable to be rejected. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents shall be sought only in case of historical documents which pre-existed at the time of the bid opening and which have not undergone change since then.

3.20.1. Stage - 1: Pre-Qualification Stage: -

- a) The Technical Bids will be evaluated by an Evaluation Committee. The Bidder shall have to fulfil all the Eligibility Criteria as specified in the RFP. Following documents shall be evaluated as per part of Pre-Qualification stage: - Document Fee, EMD/Bid Security, PoA and other Eligibility Documents and Annexures.
- b) The Bidder shall have to submit all the required documents as per various formats provided in Annexures. These documents will be scrutinized in this phase of evaluation. Those Bidders who do not fulfil the terms and conditions of Eligibility Criteria as specified in this tender will not be eligible for further evaluation.
- c) Evaluation of Technical Bids by the Evaluation Committee shall not be questioned by any of the Bidders. IHMCL may ask Bidder(s) for additional information, visit to Bidder's site and/ or arrange discussions with their professional, technical faculties to verify claims made in Technical Bid documentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal.
- d) Based upon the evaluation of these documents and the conditions specified in the RFP, IHMCL shall announce the names of the Bidders who have qualified for Stage-2 Financial Bid Evaluation.

3.20.2. Stage – 2: Financial Bid Evaluation:

- a) The Financial Bids of ONLY the Bidders who are declared as qualified in Stage-1 will be evaluated. The Financial Bid Evaluation will be based on the “**Amount per FASTag transaction count (In Rs.)**” 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-6 shall be liable for rejection.
- c) The bidder that has quoted the lowest **Amount per FASTag transaction count (In Rs.)** (“**L1 Bidder**”) shall be declared as the successful bidder, as per conditions set out in Section 3.21 (Award Criteria).

3.21. Award Criteria

- a) IHMCL will award the Contract to the Bidder whose Bid has been determined to be responsive in terms of this RFP and the Bid price has been found to be lowest, inclusive of taxes, duties, cess or other statutory levies, but exclusive of GST.
- b) In the event of a tie or two or more Bidders quote the same lowest Value, IHMCL may declare the Bidder as Successful Bidder based on maximum number of relevant Project Experience as specified in Clause 3.2.1 (S.No. 2). Further, in case, two or more bidders quoting the same lowest value and also having the same number of relevant project experience as per bid submitted, IHMCL may declare the bidder having highest no. of FASTag/ETC transactions as per Annexure-5/supporting document submitted, as the Successful Bidder.
- c) Upon completion of identification of Preferred Bidder, IHMCL shall issue Letter of Award to each Preferred Bidder and upon acceptance of the Letter of Award by the Preferred Bidder, IHMCL shall declare the Preferred Bidder as the Successful Bidder.

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 non-responsive only if:

- a) If the Authorized Signatory holding Power of Attorney and Signatory are not the same

- b) If a bidder submits a conditional bid or makes changes in the terms and conditions given in this RFP document
 - c) Failure to comply with all the requirements of RFP document by a bidder
 - d) If the financial bid is not submitted in the formats prescribed in the RFP document
 - e) If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the Bids and the same may lead to Bid being declared as non-responsive.
- and
- f) The bid contains any pre-condition, assumption or qualification
 - g) it is not non-responsive in terms hereof.

3.23.2. IHMCL reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by IHMCL in respect of such Application.

3.23.3. Any entity which has been barred by the Central Government, or any entity controlled by it, from participating in any project by any govt. organization or PSU and the bar subsists as on the date of Application, or has been declared by IHMCL as non-performer/blacklisted would not be eligible to submit an Application.

3.24. Imbalanced Bid

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

3.25. Submission of Bids

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

3.26. Proprietary data

3.26.1. All documents and other information supplied by IHMCL or submitted by an Applicant to IHMCL shall remain or become the property of IHMCL. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and

submission of their Application. IHMCL will not return any Application or any information provided along therewith.

3.27. Correspondence with the Applicant

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

3.28. Notification of Award of Contract

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

3.29. 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 **INR 01 Crore**, issued by a Bank described under this RFP which shall be verified at any branch located in the National Capital territory of Delhi and through SFMS mode as performance security for the due performance of its obligations under the Contract.
- b) The aforesaid Bank Guarantee shall be as per the format given in format provided in this RFP and will be valid for a period of 180 days after the expiry of Contract period and shall also have a minimum claim period of 1 year. Format for submission of Performance Bank Guarantee is placed at Annexure 4.

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
 - ii. The bank guarantee issued by a Cooperative Bank shall not be accepted.

3.32. Corrupt or Fraudulent Practices

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

3.33. Conflict of Interest

3.33.1. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, the time, cost and effort of the Purchaser including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.

3.33.2. The Purchaser requires that the Master SI 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 Master SI shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.

3.34. Miscellaneous

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) IHMCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- i. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - ii. consult with any Bidder in order to receive clarification or further information;
 - iii. retain any information and/ or evidence submitted to IHMCL by, on behalf of, and/ or in relation to any Bidder; and/ or
 - iv. independently verify, disqualify, reject and/ or accept any or all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases IHMCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) If the Bidder has committed a transgression under this RFP such as to put its reliability or credibility into question, IHMCL shall be entitled to blacklist and debar such Bidder for any future tenders/contract award process in its sole and absolute discretion.
- e) Inclusion of MSMEs in Project Delivery - Bidders are encouraged to include Micro, Small and Medium Enterprises (MSMEs) in the delivery of the project. Bidders should earmark a minimum of 20 % of the total contract for procuring goods and services from MSMEs. The MSME partner should be registered under the Micro Small Medium Enterprise Act, 2006. The procurement through MSMEs should be in line with Order dated 23rd March 2012 or any latest Order/Directions regarding procurement policy for Micro and Small Enterprises (MSMEs). (<https://eprocure.gov.in/cppp/rulesandprocs/kbadqkdlcswfjdelrquehwuxcfmijmuixngudufgbuu bgubfugbububjxcqfvsbdihbqfGhdfgFHtyhRtNDk4Nzg=>)
- f) Compliance shall be ensured w.r.t. Office Memorandum of Department of Expenditure, dated 23 July 2020, and any related clarifications, subsequent guidelines issued by Department of Expenditure, as applicable, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017. Bidder may visit website of Department of Expenditure (<https://doe.gov.in/>) for more details on the said Office Memorandum. (<https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>)
- g) Compliance shall be ensured w.r.t. Public Procurement (Preference to Make in India) Order 2017 – Notification of Telecom Products, Services or Works” (in short DoT PPP MII notification, 2018) dated 29th August issued by Department of Telecommunications. Bidder may visit website of Department of Telecom (<https://dot.gov.in> > Investment Promotion > Telecom Equipment Manufacturing) for more details on the said notification. (https://dot.gov.in/sites/default/files/policy_for_preference_to_domestically_managed_telecom_products_in_government_procurement.PDF) and (<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf>)

4. PREPARATION AND SUBMISSION OF APPLICATION

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

4.1. KEY DATES

Sl. No.	Event Description	Date
1.	Invitation of RFP	17.05.2023
2.	Last date & time for receiving queries	24.05.2023; Upto 16:00 Hrs
3.	Pre-Bid meeting ¹	26.05.2023; at 15:00 Hrs;
4.	Bid Due Date for submission on e-tender portal	31.05.2023; Upto 16:00 Hrs
5.	Bid Due date for physical submission of following documents at IHMCL office:- <ul style="list-style-type: none">• EMD/Bid Security (In case of submission in DD form)• Power of Attorney/Letter of Authorization	31.05.2023; Upto 12:00 Hrs
6.	Opening of Requisite Documents/Technical Bids as applicable of Stage-1 process	01.06.2023; Upto 17:00 Hrs
7.	Opening of Financial Bids	Shall be intimated to the bidders who are qualified in Stage-1
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 whom queries have been received by due date. Interested bidders may ask for meeting details one day prior to the pre-bid meeting. The format to submit the query is as Annexure-7

5. CONDITIONS OF CONTRACT

5.1. Conditions of Contract

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

5.2. Governing Language

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

5.3. Applicable Law

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

5.4. Interpretation

5.4.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

5.4.2. The Bidders are expected to examine all terms and instructions included in the RFP Document. During preparation of the technical proposal, the bidders shall make their own assessment of staff to undertake the assignment.

5.5. Right to Amend Project Scope

5.5.1. IHMCL reserves the right to include new fee plazas/stretchers in the scope of Master SI which shall be made operational by NHAI during the Project duration. IHMCL also reserves the right to reduce the number of the fee plazas/stretchers, without assigning any reason at any time during the Contract Period, and no compensation shall be paid to the Master SI on account of de-scoping of these fee plazas.

5.5.2. IHMCL, may at any time, at its sole discretion defer the implementation at certain fee plazas/stretchers as per its requirements.

5.6. Payment Terms

5.6.1. Payments will be made in Indian Rupees only.

5.6.2. The Master SI shall submit invoice to IHMCL on a Monthly basis.

5.6.3. Monthly Payment = (A * B) – C

i.e.

A = Amount Quoted by Bidder per FASTag transaction count as per Annexure 6: Format for Financial Proposal

B= FASTag transaction count processed and settled as per NPCI report

C= Penalty amount if any

5.6.4. IHMCL would release the payment to the Master SI for total number of FASTag transaction count processed and settled as per NPCI report based on the Quoted amount per FASTag

transaction and after deduction of applicable penalty if any. In this case, a FASTag transaction shall mean a transaction which is generated by adding entry and exit data together as received from different toll plazas and process the same to the concerned Acquirer Bank for settlement.

5.6.5. IHMCL shall release the payment only for processed & settled transaction count as per data received from NPCI.

5.6.6. The Master SI shall submit all supporting documents/reports etc. as required to validate the work.

5.7. Prices

5.7.1. GST as applicable, which will be levied on the goods and services invoiced by the Successful bidder to IHMCL, will be reimbursed on actual basis.

5.7.2. IHMCL reserves the right to ask the Successful bidder to submit proof of payment against any of the taxes, duties, levies indicated.

5.7.3. All payments shall be made subject to adjustment of applicable damages.

5.7.4. No amount or cost shall be payable for holding discussion, as considered necessary by IHMCL, for any purpose with IHMCL's Officials at IHMCL's Head Office or elsewhere, prior, during or after the conduct of an assignment.

5.7.5. Quoted Value by the bidder shall be excluding GST and fixed for the entire Contract period.

5.8. Start of Assignment

5.8.1. The Service Provider shall ensure to commence the services at allocated plaza/stretch within 15 calendar days in coordination with local System Integrator. Local SI shall intimate the date for Go Live readiness (T Day), post such intimation, Master SI shall complete the all testing, UAT etc in coordination with concerned Acquirer bank and NPCI and make the plaza/location live with CCH within T + 15 calendar days.

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/Penalties

5.9.1. As defined in Section 6.6 of this RFP.

5.10. Contract Period

5.10.1. The Contract Period for the Project shall be Three (03) years from date of signing of Contract Agreement.

5.10.2. The period of Contract duration may be further extendable on **yearly basis up to maximum 5 years** from the date of signing of the Contract at the sole discretion of IHMCL on the same terms and conditions as defined in RFP.

5.11. Force Majeure

- 5.11.1. 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.
- 5.11.2. 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.

5.12. Indemnification

- 5.12.1. The Successful Bidder shall indemnify, defend, save and hold harmless, IHMCL, NHAI and MoRTH and their officers, employees, servants, and agents (hereinafter referred to as the "IHMCL Indemnified Persons") against any direct loss, damage, claims, cost and expense of whatever kind and nature (including without limitation, legal fees, claims and expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of or are based upon any order passed by any statutory authority including Courts, tribunals or other judicial/quasi-judicial authorities, on account of breach of the Successful Bidder's obligations under this Contract or any other related agreement or otherwise, any fraud or negligence attributable to the Successful bidder or its Agents under contract or tort or on any other ground whatsoever, all eventualities of theft, dacoity, robbery, etc., except to the extent that any such suits, proceedings, actions, demands and claims has arisen due to any breach or default of this Contract on the part of IHMCL Indemnified Persons.
- 5.12.2. 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.

- 5.12.3. 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.
- 5.12.4. The provisions of Clause 5.12 shall survive Termination.
- 5.12.5. The remedies provided under Clause 5.12 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.

5.13. **Termination**

- 5.13.1. **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.
- 5.13.2. **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 5.11.
- 5.13.3. **ON BREACH OF CONTRACT:** IHMCL may terminate the Contract if the Successful bidder causes a **Fundamental Breach** of the Contract. **Fundamental Breach** of Contract includes, but shall not be limited to, the following:
- a) The Successful bidder fails to carry out any obligation under the Contract.
 - b) The Successful bidder submits the IHMCL a statement which has a material effect on the rights, obligations, or interests of the IHMCL and which the Successful Bidder knows to be false.
 - c) The Successful bidder without reasonable excuse fails to commence the work in accordance with relevant clauses.
 - d) Has failed to furnish the required securities or extension thereof in terms of the Contract.
 - e) The Successful bidder stops work and the stoppage has not been authorized by IHMCL;
 - f) The Successful bidder at any time during the term of the Contract becomes insolvent or winds up its business or makes a voluntary assignment of its assets for the benefit of its creditors.

- g) If the Successful bidder, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract.
 - h) Repeated occurrence of any SLA parameter as mentioned in Section 6.5 of this RFP.
 - i) Notwithstanding anything stated in this Agreement, in the event that any of the defaults ("Fundamental Breach") specified below shall have occurred, IHMCL shall provide 30 days' notice period to the Successful Bidder [hereinafter referred to as "Cure Period Notice").
 - j) If the Successful Bidder fails to cure the default within the Cure Period, the Successful Bidder shall be deemed to be in default of this Agreement [the "Master SI'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.
- 5.13.4. The Successful bidder sub-contracts any assignment under this Agreement without written approval of IHMCL.
- 5.13.5. Any other fundamental breaches as specified in the RFP.
- 5.13.6. 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.
- 5.13.7. Upon Termination (except on account of expiry of Term of this Agreement, Force Majeure or under clause 5.13.6 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.
- 5.13.8. Without prejudice to any other rights or remedies which IHMCL may have under this Agreement, upon occurrence of Master SI's Default, IHMCL shall be entitled to terminate this Agreement by issuing a Termination Notice to the Master SI; provided that before issuing the Termination Notice, the IHMCL shall by a notice inform the Master SI of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Master SI 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.

5.14. Appropriation of Performance Security

5.14.1. 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.

5.14.2. 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 5.135.13 hereof.

5.15. Insurance

5.15.1. Insurance during the Contract Period

The Master SI 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) Master SI's all risk insurance with IHMCL as co-beneficiary;
- (b) Comprehensive third party liability insurance with the IHMCL as co-beneficiary;
- (c) Any other insurance that may be necessary to protect the Master SI, 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;

5.15.2. Evidence of Insurance Cover

The Master SI 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.

5.15.3. Application of Insurance Proceeds

All moneys received under insurance policies shall be promptly applied by the Master SI towards repair or renovation or restoration or substitution of the Project.

5.15.4. Validity of Insurance Cover

The Master SI 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.

5.16. Miscellaneous

5.16.1. Standard of Performance

5.16.2. 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.

5.16.3. 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;

5.16.4. 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).

5.16.5. 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.

5.16.6. 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.

5.16.7. Exclusion of implied warranties etc.

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

5.16.9. Survival

- a) Termination shall:
 - i. not relieve the Successful bidder or IHMCL, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and

ii. except as otherwise provided in any provision of this Contract expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

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

5.16.10. Entire Agreement

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

5.16.11. Severability

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

5.16.12. No partnership

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

5.16.13. Third parties

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

5.16.14. Successors and assigns

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

5.16.15. Dispute resolution procedure

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

5.16.16. **Compensation for Breach**

a) Compensation for default by the Successful Bidder

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

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

5.16.17. Limitation of Liability

- a) 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.
- b) Notwithstanding anything stated herein above, the liability for Master SI shall NOT exceed ten times the value of Performance Bank Guarantee amount for the project.
- c) This limitation of liability shall not affect Master SI's liability, if any, for direct loss or damage to Third Parties caused by Master SI or any person or company acting on behalf of Master SI in carrying out the Services. The Master SI 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 Master SI.

5.16.18. 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 Master SI that intellectual property rights in the Proprietary Information as well as any other data or information/ reports generated during the performance of services as set out in this RFP by the Master SI shall always vest with IHMCL and Master SI will not have any right in such IPR whatsoever.

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

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

5.16.19. Notices

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

5.16.20. Sub-Contracting

The Successful bidder shall not sub-contract any assignment to a third party. Acquirer Bank may propose their solution through its existing Application Service Provider whose acquiring solution has already been certified by NPCI as on bid due date. Such case shall be excluded under this subcontracting clause.

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

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

5.16.22. **Modification**

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

5.16.23. **Language**

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

6. Scope of Work

6.1. Project Background

- 6.1.1. Phase I of Nation-wide Electronic Toll Collection (NETC) Program was launched in 2014 with a single bank operating as Acquirer bank at NH fee plazas. Subsequently, in phase II, in order to enable inter-operability, Multiple-Issuer-Multiple-Acquirer model was adopted in December 2016. In phase II, National Payments Corporation of India (NPCI) is functioning as the Central Clearing House (CCH). Currently, 38 banks (including Public and Private sector banks) are certified as issuer Banks to issue FASTag to road users and 14 acquirer banks are certified to process transactions at fee plazas.
- 6.1.2. A local system Integrator (SI) or ETC system Service Provider is an important stakeholder in NETC programme, and some operational roles of Local System Integrators are as follows: -
- a) Capturing and processing ETC (FASTag) transactions and other mode of transactions through ETC system
 - b) Capture violation transactions and wrong class transaction with picture image
 - c) Facilitate toll collection agency with automation of transaction processing, revenue settlement, minimizing fraud transaction etc.
 - d) Installation, Commissioning and Integration of ETC equipment's in Fee Plaza

6.2. Detailed Scope of Work

6.2.1. The broad responsibilities of the Master SI are as below:

- a) Master plaza server Infrastructure will be single window to control all the toll plazas in the project. This will act a centralized system for all the depending services, process workflows. This will process transactions for all the plazas as transparent centralized interconnected network.
- b) Functional Specifications: -
 - i. There should be resource isolation with predictable application performance.
 - ii. Environment consistency across development, testing and production.
 - iii. There should be optimized load balancing functionality to be implemented to achieve high performance with minimal to no downtime.
 - iv. Security information and event management to provide comprehensive visibility and control of the data warehouse by allowing security analysts to collect and share data, investigate incidence to report and respond accordingly.
 - v. Continuous Integration, Delivery, and Deployment functionality to provide reliable and frequent build and deployment with quick and efficient rollbacks.
 - vi. Implantation of multi-machine central service and application load balancing, online/offline backups, distributed services and process clustering and balancing.
 - vii. Horizontal / vertical scalable architecture is required.
 - viii. Health monitoring and altering of master infrastructure is required through sophisticated and state of the art application stack.
 - ix. Observability: -not only surfaces OS-level information and metrics, but also application health and other signals.
 - x. Scalable storage for toll transaction images, applications, databases and other interdepending services and cluster for the entire Contract Agreement.
 - xi. Multi zoning of cluster components to attain carrier neutrality of network infrastructure includes bandwidth, ISPs and IP Pools etc.
 - xii. Service uptime should attain 99.99% availability
- c) The MSI shall deploy entire system in cloud-based servers with cluster configuration. The Cloud Service Provider either direct or sub-contract should be empaneled with MeitY. Cloud-based platforms shall provide a high level of configurability and customization, through open APIs and robust application ecosystems. These platforms also support advanced analytics, automation, and optimization use cases, through large data lakes.
- d) MSI shall ensure to capture and store entry and exit details of vehicles from each toll plaza and club the entry-exit details of vehicles based on same Tag Id/VRN no to make the final transaction. The FASTag transaction must be clubbed and sent to respective Acquirer Bank within the SLA as defined the Interface Control Document.
- e) MSI shall ensure to capture transactions (FASTag, Non-FASTag and Overloaded) from all toll plazas and maintain the same in the database for the entire Contract Period. The FASTag transactions must be sent to the respective Acquirer Bank in time bound manner for further validation and settlement. However, the Non-FASTag transaction shall be stored plaza wise for the entire Contract Agreement.

- f) For the FASTag transactions with violation flag, MSI shall ensure to send the transaction with respective Acquirer bank along with image evidence (LPIC, ICS Camera images and AVC image). It shall be the responsibility of MSI to get the image evidences for violation transactions from the respective Local SI only for the exit side.
- g) MSI shall exchange data from all fee plazas as per Interface control document. The processing methodology of MSI with LSI and concerned Acquirer Bank should be API based.
- h) MSI shall ensure to comply with ICD 2.5 specification or latest to enable real-time based transaction processing with each local toll plaza server and Acquirer host.
- i) MSI shall ensure to provide web-based application/portal for monitoring the real time monitoring of Lanes and Plaza system availability, Traffic Count Monitoring (FASTag & Non-FASTag), Automatic alert system for any downtime beyond 10 min of any lane/plaza.
- j) MSI shall ensure for integration with the TMCC software for sharing equipment & TMS data
- k) MSI shall ensure to integrate with all LSI system in timebound manner.
- l) MSI shall ensure to provide report module for generating uniform MIS reports of each toll plaza.
- m) MSI shall ensure for the provision of following minimum reports through report module: -
 - i. Consolidated Traffic Report
 - ii. Class Wise Traffic Report
 - iii. Traffic and Revenue Report
 - iv. FASTag Traffic report
 - v. Non-FASTag Traffic report
 - vi. Exempt Report
 - vii. Violation/Suspense Traffic report
 - viii. FASTag Rejected Transaction report
- n) MSI shall ensure to timely address the customer complaints pertaining to Double amount deduction from FASTag account and Wrong Amount deduction from FASTag account in co-ordination with respective Local Service Provider.
- o) MSI shall ensure to comply with the Circulars/guidelines of IHMCL for NETC programme, as applicable and released from time to time.
- p) MSI shall ensure to complete the integration work with each toll plaza as per timeline defined in the document from date of commencement instruction received from IHMCL. IHMCL shall notify MSI to add any new fee plaza whenever it is operationalized and from time to time.
- q) MSI shall share issue Escalation Matrix with IHMCL
- r) MSI shall deploy adequate number of resources with qualifications and skills commensurate to the job requirement.
- s) MSI shall Indemnify IHMCL against any damage/loss of property or personal of the agency during conduct of assignment.

- t) Master SI shall be responsible for CCH reconciliation with the acquirer bank. Any CCH transactions to be re-uploaded shall be responsibility of Master SI. Also Sending violation transactions post audit at plaza level along with clear supporting images to CCH shall be responsibility of Master SI. The images should be clear enough to identify the vehicle class. In case, image is not clear then MSI shall seek for clear image from respective fee plaza.
- u) Assistance in customer grievance redressal - The Master SI shall provide prompt and time-bound redressal of customer complaints pertaining to ETC transaction generated from fee plazas such as double deduction, overcharging, etc. The Master SI shall provide photo evidence in coordination with LSI. as required for resolution of customer grievances.
- v) To develop the Acquirer mode in accordance with the Interface Control Document "ICD") provided to the Bank by NPCI for the use by toll plaza operators detailing file formats and modalities for sharing data and communicating with the Acquiring Module.
- w) To ensure security and integrity of data being transferred online through appropriate encryption and other security measures
- x) Comply with the business rules relating to toll fare calculation and pass management for every designated toll plaza.
- y) Collection, processing and transfer of data between Plaza ETC Systems and NETC Systems on a timely basis. This shall include but not limited to, transfer of transaction files from Toll Plaza to NETC Systems.
- z) The Service Provider shall ensure that there is an effective means of acknowledging the receipt of files by the Bank via portal provided by Acquirer bank sharing the status of processing for each transaction.
- aa) The Service Provider shall coordinate with concerned Acquirer Bank with the support of IHMCL if required for providing the portal to monitor the transaction processing at central level.
- bb) For all the FASTag Transactions successfully accepted from the Plaza ETC systems, the same should be processed in real time and posted to Acquiring host.
- cc) Service Provider shall ensure to have checks to avoid duplication of transactions while posting to Acquirer Host.
- dd) In case of any rejection of transaction, Service Provider shall seek for route cause analysis from concerned Acquirer bank and System Integrator and submit the liability report with IHMCL, concerned PIU and concerned agency.
- ee) In case of delays in successfully posting transactions to NETC Switch, any liabilities arising with respect to such transactions (including but not limited to chargebacks) shall be the responsibility of the Service Provider.
- ff) Any other liability arising due to failure of services, shall be the responsibility of the service provider.
- gg) To share the status report of every FASTag Transaction to the concerned toll plaza operator, whether it is a success, failure, declined, on a daily basis.

- hh) To provide restricted (view-only) access to toll plaza operators to view live processing of FASTag Transactions and generate on-demand customizable reports, through an online portal. The Client shall have unrestricted access to all the data and direct the Service Provider to provide access to third parties as it may deem fit.
- ii) Transaction Flow Process among Master SI, Acquirer Bank and Local SI may be referred below at Annexure-8.
- jj) Summary of scope matrix is presented below at Annexure-9.
- kk) Master SI shall develop its solution in a manner to enable sharing of the entry transaction(FASTag & non-FASTag) details such as Transaction date & time, complete VRN, FASTag Tag Id/TID, etc. of vehicles with all respective Local SIs on a real-time basis so that further transaction at exit side can be processed with proper validation by the concerned local SI based on database of entry transaction as shared by Master SI. In case of a non-FASTag transaction captured at entry side, Master SI shall ensure to get the FASTag Tag id(If available) of such transactions from the Acquirer bank and share the same with Local SIs. The various scenarios for processing the transactions by Master SI based on entry and exit data received from Local SIs is provided in Annexure-10.
- ll) Master SI needs to provision Cloud based server for this project. Servers at plaza level shall be provisioned by Local SI. Master SI shall bear the recurring cost of cloud servers as per RFP.
- mm) **Data Retention, Back-up and Restore Operations**
 - i. Data for each plaza shall be retained for entire Agreement period on the cloud Server. The Master ESP shall ensure adequate security measure for safeguarding of Toll Transaction data, by providing, off site Disaster recovery or Data Storage mechanism.
 - ii. The Master SI shall also be responsible to extract and provide data /information based on requirement of law Enforcement Agencies of Govt. of India/ State based on specific approvals on case-to-case basis.
 - iii. However, it will be limited to the data captured in ETC and Toll Management Systems as per standard operations and the data being retained as per retention schedule.
 - iv. Data Back-up & Restore – Master SI shall also demonstrate the backup & restore procedure successfully. The Master SI shall prepare and implement a proper Data Backup & Restore policy with IHMCL's approval, to ensure data safety and avoid data loss, in case of any untoward incidents. Such policy shall ensure Back-up & Restore of Toll Transaction data at least once in a week.

6.3. IHMCL's Responsibility

- a) IHMCL shall observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, the obligations set forth in this Article:
- b) To release payments to Master SI in accordance with the Agreement

- c) To reasonably cooperate with the Master SI to enable it to render its services in terms of the Agreement.

6.4. Successful bidder's Responsibility

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

- a) To perform the Scope of Work as set out in Section 6
- b) To be responsible for compliance with Applicable Laws;
- c) To provide Performance Security in the form of Bank Guarantee to IHMCL, in accordance with relevant section of RFP;
- d) 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;
- e) To reasonably cooperate with IHMCL and other stakeholders concerned in relation to the matters covered under this Agreement; and
- f) To deploy adequate number of resources with qualifications and skills commensurate to the job requirement;
- g) Indemnify IHMCL against any damage/loss of property or personal of the agency during conduct of assignment.
- h) Sign the Non-Disclosure Agreement (NDA) with IHMCL.

6.5. Local System Integrator Responsibility

- i) To handle all exception codes and Discount files directly with Acquirer bank;
- j) Timely sharing transaction data with Master SI;
- k) To be responsible for compliance with Applicable Laws;
- l) To provide requisite support to Master SI for smooth integration;

6.6. Service Levels (SLA)/ Damages

6.6.1. The Master SI shall be responsible for adhering to the minimum SLA standards while performing its Scope of Work, failing which it shall be liable for deduction of penalty/damage from its payment as specified in this RFP. The Successful bidder needs to adhere with SLA as defined below, in case of failure in meeting SLA , penalty shall be imposed as applicable.

6.6.1.1. Delay in commencement of services for a particular plaza/stretch: -

- a) The Service Provider shall ensure to commence the services at allocated plaza/stretch within 15 calendar days in coordination with local System Integrator. Local SI shall intimate the date for Go Live readiness (T Day), post such intimation, Master SI shall complete the all testing, UAT etc in coordination with concerned Acquirer bank and NPCI and make the plaza/location live with CCH within T+15 calendar days..

- b) Failure to adhere the timeline of T+15 calendar days for Go Live with CCH as above, shall attract the penalty as below: -
 - i. Up to 7 days of delay - Rs 15,000/- for each day of delay (per fee plaza)
 - ii. After 7 days of delay – Rs. 20,000/ for each day of delay (per fee plaza)

6.6.1.2. **Penalty pertaining to deviation in processing FASTag Transaction**

a) **Delay in Posting of FASTag Transaction to Acquirer Bank**

Service Provider shall ensure to post the transactions to respective Acquirer Bank within the SLA as defined in the Interface Control Document. Any instance of rejection of transaction by Acquirer bank due to delay in posting of transaction by Service Provider, applicable loss of revenue shall be recovered.

b) **Missing transaction**

Service Provider shall ensure that no transaction shall be missed to be uploaded to Acquirer Host

c) **Invalid format**

Successful bidder shall ensure that to post all FASTag transactions to Acquirer Host in a valid format as defined in the Interface Control Document.

Failure of the Successful Bidder to adhere the abovementioned shall attract penalty of Rs 1000 per instance. Any loss of revenue shall also be recovered from the Service Provider.

6.6.1.3. **Penalty for events of Double deduction/Overcharging in FASTag**

The Service Provider to adhere the latest Interface Control Document (ICD) and Procedural Guidelines document (PG) to process the transactions. There should not be any case of double/multiple deduction/overcharging of FASTag account owing to any deficiency in the services/processes. The Successful bidder shall also ensure to handle the concept of return journey to avoid overcharging of FASTag amount.

In case of any deviance, penalty shall be imposed as below –

- Up to 100 cases of double deduction/over-charging reported in a calendar month – **Rs 1000 per case**
- More than 100 cases of double deduction/over-charging reported in a calendar month – **Rs 2000 per case**

In addition to above, Master SI shall also be liable to pay for all the losses incurred by the concessionaire/toll plaza operators.

6.6.1.4. **Others**

- a) SLA exclusion - Any scheduled and approved preventive maintenance activity by the Master SI and has an approval of IHMCL. Such scheduled and approved preventive maintenance activities shall preferably be carried out during night time (11 PM to 5 AM) and shall not exceed two instances in a quarter and each instance shall not exceed 4 hours.

- b) In case IHMCL is of the view that the delay is due to reasons beyond the control of the Successful bidder, suitable extension of time may be granted to the Successful bidder with or without imposing any Damages on such Successful bidder in the absolute discretion of IHMCL.
- c) The Damages payable, as set forth in this Contract, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “Damages”).
- d) The traffic data and vehicle image captured data are utmost importance to the Authority and these data may be required by Law enforcing agencies for purpose of national homeland security. Therefore, Master SI shall ensure to provide the data as when required by NHAI/IHMCL.

6.6.1.5. Uptime of Services (Application for transaction processing with Local SI and Acquirer Bank and Data Storage & Retrieval)

The uptime availability of services shall be 99.99% per month excluding the scheduled and approved preventive maintenance activity as defined in Clause 6.6.1.4 (a).

In case of any deviance, penalty shall be imposed for downtime as below –

Service Availability (Monthly)	>=99.99 %	<99.99 % to >=99.50%	<99.50 % to >=99.00%	< 99.00%
Penalty Amount	No Penalty	Rs. 25,000	Rs. 50,000	Rs. 1,00,000 (per 0.50 % drop or part thereof subject to minimum of Rs. 1 Lakh.)

In addition to the above-mentioned penalty provision, Master SI shall also be liable for any losses incurred by the concessionaire/toll plaza operators owing failure to process the transactions.

7. ANNEXURE

7.1. Annexure 1: Bid Covering Letter

(In the letterhead of the Sole Bidder or Lead Bidder)

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

Subject: Request for Proposal (RFP) for Selection of Master System Integrator for Closed Loop Tolling via FASTag along Amritsar Jamnagar Expressways

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

Dear Sir,

1. I/We, the undersigned, have carefully examined the contents of the document including amendments/ addendums (if any) thereof and undertake to fully comply and abide by the terms and conditions specified therein and hereby submit our application. Our application is unconditional and unqualified.
2. I/We undertake that, in competing for (and, if the award is made to us), for executing the above contract, we will strictly observe the laws against fraud and corruption in force in India.
3. I/We understand that:
 - a. this Bid/Proposal, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite application fee and/ or prescribed supporting document shall be summarily rejected.
 - b. if at any time, any averments made or information furnished as part of this application is found incorrect, then the application will be rejected
 - c. IHMCL is not bound to accept any/ all Bid (s) it will receive.
4. I/We declare that:
 - a) I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for Selection of Master SI at National Highways Fee Plazas, without incurring any liability to the Bidders, in accordance with relevant clause of the RFP Document
 - b) We undertake that in case, due to any change in facts or circumstances during the Bidding Process, we become liable to be disqualified in terms of the provisions of disqualification, we shall intimate IHMCL of the same immediately.
 - c) We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the contract is not awarded to us or our Proposal is not opened.

- d) We undertake that none of the hardware/software/other component being proposed by us infringes on any patent or intellectual property rights as per the applicable laws.
 - e) **I/We 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.
 - f) **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.
 - g) I/we undertake that we shall strictly adhere to the terms and conditions as specified in this RFP and integrate toll plazas allocated to us.
5. I/We declare that our bid is valid for 180 days.

Name

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

7.2. Annexure 2: 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 confirm that no criminal proceeding is pending against our company/firm or any of its Directors/ Partners in any court of law.
7. We confirm that we have not been convicted by any court of law for any of the offences under any Indian laws.

(Signed by an Authorized Officer of the bidder)

Title of Officer

Name of bidder

DATE

** Para 8 above shall be applicable in case of Sole bidder or lead mem

7.3. Annexure 3: Power of Attorney/Letter of Authorization

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

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

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

POWER OF ATTORNEY ON THIS DAY OF, 2020

For
(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized

Accepted

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

Notes:

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

The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be registered or duly notarized by a notary public.

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

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

7.4. **Annexure 4: 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 Selection of Master System Integrator for Closed Loop Tolling via FASTag along Amritsar Jamnagar Expressways**”

” (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.

7.5. Annexure 5: Self Certificate - Format for Project Citation by the Bidder

The details of projects executed by the Bidder:

Name of the Project & Location	
Name of Expressway/Stretch of Closed Loop Tolling	
Client's Name, Contract Details Complete Address	
Brief narrative description of Project – highlighting relevant scope of work	
Date of Start of Project	
Date of Completion of Project/Status of Completion	
Total no. of FASTag transaction processed and settled along with Month details	

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:

7.6. Annexure 6: Format for Financial Proposal

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

Name of the Project:	
Name of Bidder:	
Amount per FASTag transaction count (In Rs.) (Corrected up to max. 2 decimal points)	

- Bidder Need to fill ONLY the yellow cells
- FASTag transaction shall mean those transaction which are processed & settled via FASTag as per NPCI report
- Quoted amount by the bidder shall be excluding GST and fixed for the entire Contract period.

7.7. Annexure 7: Pre-bid Query Format

(To be submitted in Excel Format ONLY)

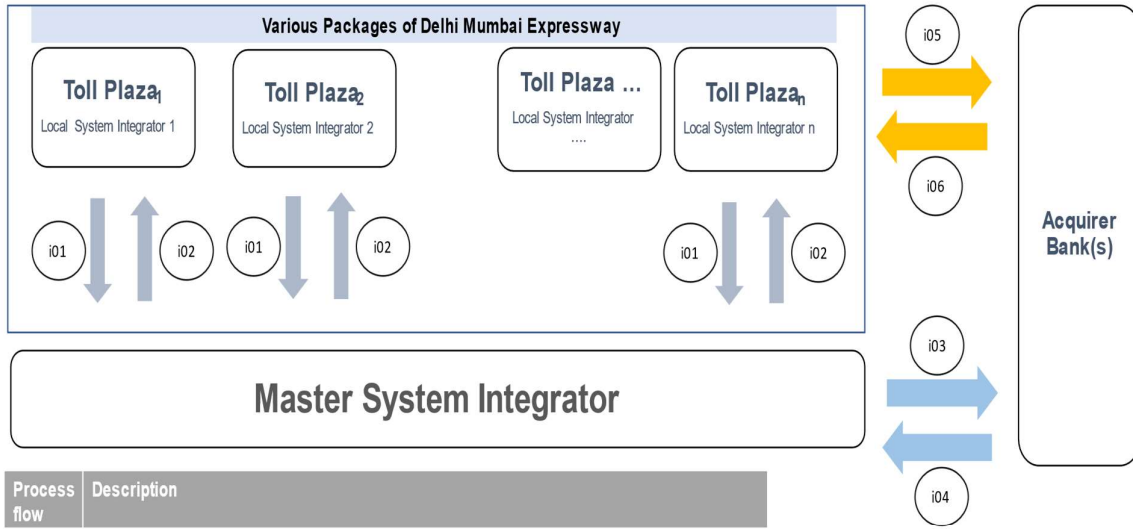
Name of Bidder: _____

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

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

7.8. Annexure 8: Broad overview of Transaction Process Flow

Transaction Flow Process



Process flow	Description
i01	Details of entry/exit Transaction by LSI to MSI
i02	Acknowledgement of receipt of entry/exit transaction by MSI to LSI
i03	Aggregation & pairing of all entry and exit transactions received from various LSIs, with calculation of applicable user fee and sharing with Acquirer bank(s) for further processing of ETC transaction
i04	Acknowledgement of receipt of ETC transaction, status of received transaction(Accepted, rejected & In-process) from Acquirer bank to MSI
i05	Acknowledgement of received files
i06	Update on INIT, Exceptionist, Discount files etc. as per ICD 2.5 protocols

- LSI – Local System Integrators as engaged at various Packages along Delhi Mumbai Expressway
- MSI – Master System Integrator for Delhi Mumbai Expressway

7.9. Annexure 9: Scope Matrix- Overview

S. No	Scope / Activities	Responsibility
A.	Transaction Processing	
1	Timely sharing of FASTag transaction data (Entry/Exit location) with Master SI as per SLA defined in Interface Control Document	LSI
2	Sharing of Acknowledgement for the receipt of transaction data (Entry/Exit location) with the respective Local SIs	MSI
3	Clubbing and pairing entry and exit transaction of unique identifier vehicle and sharing the same with respective Acquirer bank	MSI
4	Sharing of Acknowledgement for the receipt of each clubbed transactions with the MSI	AB
5	Timely sharing of non-FASTag transactions including data for overloaded vehicles data (Entry/Exit location) with Master SI	LSI
6	Sharing of Acknowledgement for the receipt of non-FASTag transactions including data for overloaded vehicles data (Entry/Exit location) with the respective Local SIs	MSI
7	Timely sharing of image evidence through SFTP with Master SI for the processing of violation FASTag transactions	LSI
8	Timely processing violation transaction along with image evidence as shared by LSI to respective Acquirer Bank	MSI
9	Sharing of Entry Transaction data such as Transaction data & time, Full VRN no. as captured through LSI system (Non-FASTag Transaction), FASTag Tag Id etc of vehicle with all respective Local SIs	MSI
B	Exception Codes, INIT files, Blacklist files and Discount files	
1	Timely sharing of Exception Codes, INIT files, Blacklist files and Discount files etc with local SIs	AB
2	Sharing of Acknowledgement for the receipt of Exception Codes, INIT files, Blacklist files and Discount files with the respective Acquirer bank	LSI
3	Timely consumption of Exception Codes, INIT files, Blacklist files and Discount files sent by respective Acquirer Bank	LSI
C	Internet service	
1	Availability of Internet services with static IP at various toll plazas under Amritsar Jamnagar Expressways	LSI
2	Availability of Internet Services at Master SI end	MSI
D	Fee/Business rules Management and Master Data sheet of fee plazas	
1	Sharing of fee rules/Fare details with Local SIs of respective fee plazas	IHMCL
2	Updation of fare details at toll plaza system	LSI
3	Calculation of fee rule/business rules for the transactions sent by Master System Integrator	AB
4	Calculation of fee rule/business rules for the transactions sent by Local System Integrators	MSI
5	Share Plaza master sheet for each plaza to Master SI and Acquirer Bank	LSI

S. No	Scope / Activities	Responsibility
6	Monthly passes, Discount & local passes	AB
E	Web-based application/portal and reconciliation report	
1	Provision for a Web-based application/portal to monitor the real time status of Lanes and Plaza system availability, Traffic Count Monitoring (FASTag & Non-FASTag), Automatic alert system for any downtime beyond 10 min of any lane/plaza.	MSI
2	Sharing of link and access of web-based application/portal as follow: -	MSI
	· With IHMCL/NHAI – Access to monitor the status of whole expressway	
	· With respective Toll Agencies and Local SIs – Access to monitor the status	
	· With respective RO/PIU- Access to monitor the status of respective fee plazas	
3	Sharing reconciliation file of the FASTag transaction sent by MSI	AB
4	Sharing of reconciliation file with Local SI/ Toll agency for respective fee plaza	MSI
5	Provision for generating various reports as mentioned in the RFP through web application/portal	MSI
F	Storage of Data	
1	Storage of Traffic & Revenue data and images of transactions at Local Plaza server	LSI
2	Storage of Traffic & Revenue data and images of only violation FASTag transactions at Server maintained by MSI throughout the Contract period	MSI
G	VRN no. Capturing and Sharing	
1	Mandatory provision for capturing full VRN number in Lane application for Non-FASTag vehicle.	LSI
	No transaction shall be processed at entry side unless full VRN no. is entered/captured in the lane application based on License Plate Image Capture/recognition system	
2	Mandatory provision in the audit module of ETC system for manually entering full VRN no. of transactions which are captured as Violation at entry side due to reasons like run-through.	LSI
	Post entering VRN number in the audit module of such transactions, further the data shall be shared with Master SI to further circulate with all Local SIs	

7.10. Annexure 10: Various scenarios for processing the transactions.

S.No	User Payment Mode	Entry Side		Exit Side	
		Local SI	Master SI	Local SI	Master SI
1	<p>Scenario-1</p> <p>Entry Side - FASTag</p> <p>Exit Side - FASTag</p>	Capture the transaction and sent to Master SI	Get the transaction data from LSI and share the entry transaction details with all local SIs	Read the FASTag and validate for entry details in the local database of that vehicle as shared by MSI. In case entry details are/are not found, process the transaction to Master SI	Get the transaction data from LSI and pair the transaction based on entry & exit data and sent to Acquirer Bank
2	<p>Scenario-2</p> <p>Entry Side - non-FASTag(Cash)</p> <p>Exit Side - non-FASTag(Cash)</p>	Accurate full VRN number should be captured in the System and Transaction data shall be shared with Master SI	<ul style="list-style-type: none"> Get the transaction data from LSI Based on VRN No., get the FASTag Tag id (if available) from Acquirer Bank Share the details with all local SIs 	<ul style="list-style-type: none"> Enter the VRN no. in the lane application to check for entry data of that vehicle as shared by MSI In case, entry data is found in local database, process the transaction with applicable double amount In case, entry data is not found in local database, ask user to share receipt issued from entry side and process the transaction with applicable double amount 	Get the transaction data from LSI and store the same in the database
3	<p>Scenario-3</p> <p>Entry Side - non-FASTag(Cash)</p> <p>Exit Side - FASTag</p>	Accurate full VRN number should be captured in the System and Transaction data shall be shared with Master SI	<ul style="list-style-type: none"> Get the transaction data from LSI Based on VRN No., get the FASTag Tag id (if available) from Acquirer Bank Share the details with all local SIs 	Read the FASTag and validate for entry details in the local database of that vehicle as shared by MSI. In case entry details are/are not found, process the transaction to Master SI	Get the transaction data from LSI and pair the transaction based on entry & exit data and sent to Acquirer Bank
4	<p>Scenario-4</p> <p>Entry Side - FASTag</p>	Capture the transaction and sent to Master SI	Get the transaction data from LSI and share the entry transaction details with all local SIs	<ul style="list-style-type: none"> Enter the VRN no. in the lane application to check for entry data of that vehicle as shared by MSI In case, entry data is found in local 	Get the transaction data from LSI and store the same in the database

S.No	User Payment Mode	Entry Side		Exit Side	
		Local SI	Master SI	Local SI	Master SI
	Exit Side - non-FASTag(Cash)			<p>database, process the transaction with applicable double amount</p> <ul style="list-style-type: none"> In case, entry data is not found in local database, ask user to share receipt issued from entry side and process the transaction with applicable double amount 	
5	<p>Scenario-5</p> <p>Entry Side - non-FASTag(Violation/Run-Through)</p> <p>Exit Side - FASTag</p>	<ul style="list-style-type: none"> Capture the transaction as violation along with VRN no. captured through License Plate Image Capture/recognition Camera) In audit module option, Manual enter Full VRN no. of that vehicle based on image evidence Based on entered VRN no., a transaction shall be generated and sent to the Master SI 	<ul style="list-style-type: none"> Get the transaction data from LSI Based on VRN No., get the FASTag Tag id (if available) from Acquirer Bank Share the details with all local SIs 	<p>Read the FASTag and validate for entry details in the local database of that vehicle as shared by MSI. In case entry details are/are not found, process the transaction to Master SI</p>	<p>Get the transaction data from LSI and pair the transaction based on entry & exit data and sent to Acquirer Bank</p>
6	<p>Scenario-6</p> <p>Entry Side - non-FASTag(Violation/Run-Through)</p>	<ul style="list-style-type: none"> Capture the transaction as violation along with VRN no. captured through License Plate Image Capture/recognition Camera) In audit module option, Manual 	<ul style="list-style-type: none"> Get the transaction data from LSI Based on VRN No., get the FASTag Tag id (if available) from Acquirer Bank Share the details with all local SIs 	<ul style="list-style-type: none"> Enter the VRN no. in the lane application to check for entry data of that vehicle as shared by MSI In case, entry data is found in local database, process the transaction with applicable double amount 	<p>Get the transaction data from LSI and store the same in the database</p>

S.No	User Payment Mode	Entry Side		Exit Side	
		Local SI	Master SI	Local SI	Master SI
	Exit Side – non-FASTag(Cash)	enter Full VRN no. of that vehicle based on image evidence • Based on entered VRN no., a transaction shall be generated and sent to the Master SI		• In case, entry data is not found in local database, ask user to share receipt issued from entry side and process the transaction with applicable double amount	

7.11. Annexure 11: Details² of Toll Plazas along Amritsar Jamnagar Expressways

S. No	Toll Plaza	Design Chainage of Toll plaza in km	Chainage of Toll plaza as per Toll Fee notification in km
1	TP-1 (16MKS/3NGR)	12+000	219+167
2	TP-2 (14SSW)	30+630	237+797
3	TP-3 (29 NDR/ 31 NDR)	48+917	256+084
4	TP-4 (Jaitpur)	109+720	316+887
5	TP-5 (Malkisar)	138+510	345+677
6	TP-6 (Uchharangdesar)	162+940	370+107
7	TP-7 (Norangdesar)	210+585	417+752
8	TP-8 (Deshnok)	250+620	457+787
9	TP-9 (Panchu)	26.4	484.167
10	TP-10 (Bungri)	52.35	510.117
11	TP-11 (Laxmannagar)	75.3	533.067
12	TP-12 (Jathon Ki Dhani Hanumansagar)	100.85	558.617
13	TP-13 (Sirmandi)	122	579.767
14	TP-14 (Khudiyala)	150.9	608.667
15	TP-15 (Deogarh)	0	636.58
16	TP-16 (Meghawas)	19.713	656.293
17	TP-17 (Patau)	42.878	679.458
18	TP-18 (Moothli)	75.458	712.038
19	TP-19 (Sangana)	115.444	752.024

² Toll Plaza details as provided in this section may vary.