

***Request for proposal (RFP) for
Selection of Vendor for Design,
Develop, Commissioning and
Operations & Maintenance of Plaza
Congestion Monitoring System (PCMS)
– 2nd Call***

Tender Ref No. : IHMCL/PCMS/2022/02

Date : 22 June 2023

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



DISCLAIMER

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

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

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

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

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

The issue of this RFP does not imply that IHMCL is bound to select and 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

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

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.

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

Table of Content

1. NOTICE INVITING TENDER	6
2. DEFINITIONS AND ABBREVIATIONS	7
2.1. Definition	7
2.2. Abbreviations	8
3. INSTRUCTIONS TO BIDDERS	10
3.1. Scope of Bid	10
3.2. Eligibility/Pre-Qualification criteria	11
3.3. Change in composition of the Consortium	16
3.4. Number of Applications and costs thereof	16
3.5. Power of Attorney	16
3.6. Content of RFP	17
3.7. Site visit and verification of information	17
3.8. Acknowledgement by Applicant	17
3.9. Right to accept or reject any or all Applications/ Bids	17
3.10. Clarifications	18
3.11. Amendment of RFP	19
3.12. Language	19
3.13. Bid Validity	19
3.14. Bid Security	20
3.15. Alternative Proposals by Bidders	21
3.16. Submission, Format and signing of Application	21
3.17. Deadline for Submission of Bid	22
3.18. Late Applications	22
3.19. Modifications/ substitution/ withdrawal of Applications	22
3.20. Opening and Evaluation of Applications	22
3.21. Examination and Evaluation of Bids	23
3.22. Award Criteria	31
3.23. Confidentiality	31
3.24. Tests of responsiveness	31
3.25. Bids that are overpriced or undervalued	32
3.26. Submission of Bids	32
3.27. Proprietary data	33
3.28. Correspondence with the Applicant	33

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

3.29.	<i>Notification of Award of Contract</i>	33
3.30.	<i>Signing of Contract</i>	33
3.31.	<i>Performance Security</i>	33
3.32.	<i>Bank Guarantee (BG)</i>	33
3.33.	<i>Corrupt or Fraudulent Practices</i>	34
3.34.	<i>Conflict of Interest</i>	35
3.35.	<i>Miscellaneous</i>	36
3.36.	<i>Exemption for MSME Firms in submission of EMD and Document Fee</i>	38
4.	PREPARATION AND SUBMISSION OF APPLICATION	39
4.1.	<i>KEY DATES</i>	40
5.	CONDITIONS OF CONTRACT	41
5.1.	<i>Conditions of Contract</i>	41
5.2.	<i>Governing Language</i>	41
5.3.	<i>Applicable Law</i>	41
5.4.	<i>Interpretation</i>	41
5.5.	<i>Right to Amend Project Scope</i>	41
5.6.	<i>Payment Terms & Timelines</i>	42
5.7.	<i>Prices</i>	44
5.8.	<i>Start of Assignment</i>	44
5.9.	<i>Damages</i>	44
5.10.	<i>Contract Period</i>	44
5.11.	<i>Insurance</i>	44
5.12.	<i>Force Majeure</i>	44
5.13.	<i>Indemnification</i>	45
5.14.	<i>Termination</i>	46
5.15.	<i>Appropriation of Performance Security</i>	49
5.16.	<i>Change Control Note (CCN)</i>	49
5.17.	<i>Insurance</i>	49
5.18.	<i>Miscellaneous</i>	50
6.	Scope of Work	59
6.1.	<i>Project Background</i>	59
6.2.	<i>Scope Overview</i>	60
6.3.	<i>Brief Scope of work for Satellite based Maps System</i>	60
6.4.	<i>Key features of Plaza Congestion Monitoring System</i>	62

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

6.5.	<i>SLA/Damages</i>	65
6.6.	<i>IHMCL's Responsibility</i>	67
6.7.	<i>Successful bidder's Responsibility</i>	67
7.	ANNEXURE	68
7.1.	<i>Annexure 1: Bid Covering Letter</i>	68
7.2.	<i>Annexure 2: Brief Information about the Applicant(s)</i>	70
7.3.	<i>Annexure 3: Undertaking</i>	72
7.4.	<i>Annexure 4: Bidder's Annual Turnover</i>	73
7.5.	<i>Annexure 5: Power of Attorney/Letter of Authorization</i>	74
7.6.	<i>Annexure 6: Power of Attorney for Lead member</i>	76
7.7.	<i>Annexure 7: Format for Performance Bank Guarantee</i>	78
7.8.	<i>Annexure 8: Self Certificate - Format for Project Citation by the Bidder</i>	81
7.9.	<i>Annexure 9: Format for Submission of Bank Guarantee for Earnest Money Deposit (EMD)</i>	82
7.10.	<i>Annexure 10: Consortium Agreement</i>	86
7.11.	<i>Annexure 11: Format for Financial Proposal</i>	88
7.12.	<i>Annexure 12: Details of resources proposed</i>	90
7.13.	<i>Annexure 13: Indicative List of Fee Plazas</i>	93
7.14.	<i>Annexure 14: Summary of Project Experience Submitted by Bidder</i>	101
7.15.	<i>Annexure 15: Pre-bid Query Format</i>	102
7.16.	<i>Annexure 16: Change Control Note (CCN)</i>	103
7.17.	<i>Annexure 17: Bid Securing Declaration Form</i>	105
7.18.	<i>Annexure 18: Undertaking by Sole Bidder/Lead Member of the Consortium, in case of a Consortium</i>	106

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

1. NOTICE INVITING TENDER

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

Name of the Work	Document Fee in form of Demand Draft/ RTGS (non-refundable)	EMD/ Bid Security	Closing date and time for Online bid Submission
Request for proposal (RFP) for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System (PCMS) – 2 nd Call	INR 10,000/- (Rupees Ten Thousand Only)	INR 3,00,000/- (Rupees Three Lakhs Only)	See Key Dates

2. The complete Bidding Documents can be viewed / downloaded from e-procurement portal <http://etenders.gov.in>. IHMCL shall not be responsible for any postal delay, or network/system failure at bidder's end, as applicable. Bids submitted after the closing date/time shall be summarily rejected.
3. IHMCL reserves the right to accept or reject any or all bids received before signing of Contract Agreement without thereby incurring any financial or other liability to the affected Bidders.

Address for communication:

Chief Operating Officer,

Indian Highways Management Company Limited (IHMCL)

G – 5 & 6 Sector -10 Dwarka

New Delhi 110 075

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

2. DEFINITIONS AND ABBREVIATIONS

2.1. Definition

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

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

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

- xviii. **“RFP”** shall mean this Request for Proposal dated 22 June 2023, including the written clarifications & Corrigendum/Addendum issued by IHMCL in respect of the RFP from time to time.
- xix. **“Services”** means requirements defined in this RFP including all additional services associated thereto to be delivered by the Successful Bidder.
- xx. **“Successful Bidder”** means the Service Provider, who, after the complete evaluation process, has been issued the Letter of Award by IHMCL.

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

2.2. Abbreviations

ASB	:	Amber Siren Beacon
ALB	:	Automatic Lane Exit Barrier
AVC	:	Automatic Vehicle Classifier
CCTV	:	Closed Circuit Television
CLSD	:	Canopy Lane Status Display
CSC	:	Contactless Smart Card
CSCRW	:	Contactless Smart Card Reader/Writer
DDR	:	Dual Data Rate
NVR	:	Network Video Recorder
ECC	:	Error Correcting Code
ETC	:	Electronic Toll Collection
FSW	:	Emergency Footswitch
GBIC	:	Gigabit Interface Converter
HP&MC	:	High Personage & Military Convoy
IHMCL	:	Indian Highways Management Company Limited
ISCU	:	Intercom Slave Communication Unit
ITB	:	Instructions to Bidders
IUID	:	Integrated User Information display
LC	:	Lane Computer-Industrial PC
LGD	:	Load Gauge Detector
LoA	:	Letter of Award
LSDU	:	Lane Status Display Unit
MBC	:	Manual Booth Controller
MCBF	:	Mean Cycle Between Failures

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

MCU	:	Master Communication Unit
MLB	:	Manual Lane Entry Barrier
MTBF	:	Mean Time Between Failures
MTTR	:	Mean Time to Repair
NHAI	:	National Highways Authority of India
OHLS	:	Over Head Lane Sign
PDB	:	Power Distribution Board
POS	:	Point of Sales
RAID	:	Redundant Array of Inexpensive Disks
RFID	:	Radio Frequency Identification
RFP	:	Request for Proposal
RPR	:	Receipt Printer
SFTP	:	Secure File Transfer Protocol
Staff Id	:	Staff Identification
T&G	:	Touch & Go
FCC	:	FES Control Centre
TCD	:	Toll Collector Display
TCK	:	Toll Collector Keyboard
TCT	:	Toll Collector's Terminal
TL	:	Traffic Light
TLC	:	Toll Lane Controller
TOD	:	Tour of Duty
UPS	:	Uninterrupted Power Supply

3. INSTRUCTIONS TO BIDDERS

3.1. Scope of Bid

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

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

3.2. Eligibility/Pre-Qualification criteria

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

SI #	Requirement Parameter	Eligibility Conditions/Conditions	Supporting Document to be provided
1.	Legal Entity	<p>The bidder shall be one of the following:</p> <p>a) A business entity (“Sole Bidder”) incorporated under the Companies Act 1956/2013 or Limited Liability Partnerships Act 2008.</p> <p align="center">OR,</p> <p>b) A Consortium of business entities (“Consortium”), where each Member of the Consortium shall be incorporated under the Companies Act 1956/2013 or Limited Liability Partnerships Act 2008, subject to following points:</p> <p>i. members of the Consortium shall nominate one member as the lead member (the “Lead Member”), who shall be responsible for all interactions with IHMCL;</p> <p>ii. maximum number of members in the Consortium shall be two (2), including the Lead Member;</p> <p>iii. the members in the Consortium shall be jointly and severally liable;</p> <p>iv. any entity who has submitted Proposal for this RFP in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium;</p> <p>v. the members of the Consortium shall execute a Power of Attorney for Lead Member of Consortium;</p> <p>vi. the members of the Consortium shall enter into a Memorandum of Understanding (MoU) for the purpose of submission of the Proposal.</p> <p>The Sole Bidder / all members in case of a Consortium should be registered with GST in India.</p>	<p>For Sole Bidder or the Lead Bidder and all other Members of Consortium:</p> <ul style="list-style-type: none"> ▪ Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013 ▪ Power of Attorney for Lead Member of Consortium as per the format enclosed at Annexure 5 and Annexure 6 ▪ In case of a Consortium, Consortium Agreement, as per the format provided under Annexure 10 ▪ GST Registration Certificate, as applicable

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

SI #	Requirement Parameter	Eligibility Conditions/Conditions	Supporting Document to be provided
2.	Annual Turnover	<p>In the case of a consortium as a bidder/applicant, the constituent members of the consortium must collectively have an average annual turnover of at least Indian Rupees 5 (Five) Crore during any three consecutive financial years between 01 April 2018 through 31 March 2022.</p> <p>In the case of a single entity as a bidder/applicant, the same must have the requisite average annual turnover of at least Indian Rupees 5 (Five) Crore during any three consecutive financial years between 01 April 208 through 31 March 2022.</p> <p><i>For the purpose of this criterion, annual turnover of only the bidding entity will be considered. Annual turnover of any parent, subsidiary, associated or other related entity will not be considered.</i></p>	<ul style="list-style-type: none"> • Certificate from the Statutory Auditor/CA clearly specifying the annual turnover for the specified period in Annexure 4 <p>And</p> <ul style="list-style-type: none"> • Audited and certified copies of Balance Sheet and profit & loss statement of the specified period.
3.	Net worth	<p>The bidder including one that is leading a consortium as well as all members of the consortium must have positive Net worth in Indian Rupees as on 31 March 2022.</p> <p>For the purpose of this RFP, net worth (the “Net Worth”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.</p> <p><i>For the purpose of this criterion, net-worth of only the bidding entity will be considered. Net-Worth of any parent, subsidiary, associated or other related entity will not be considered.</i></p>	<ul style="list-style-type: none"> • Certificate from the statutory auditor/CA clearly specifying the net worth of the firm as on 31 March 2022. <p>As per format provided in Annexure 4.</p>
4.	Relevant Experience	<p>The Bidder including any member of the Consortium individually or combined (in case of Consortium) should have been successfully awarded and implemented at least one project that involves the following nature/ type of work:</p> <p>(i) Usage of Satellite based Maps or AI-based remote sensing technology or similar</p>	<p>For Sole Bidder or any Member(s) in case of a Consortium</p> <p>a) Work order/ Contract clearly highlighting the relevant scope of work, and contract value, year of execution.</p> <p>AND</p>

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

SI #	Requirement Parameter	Eligibility Conditions/Conditions	Supporting Document to be provided
		<p>mapping API (e.g. Google Maps, OpenStreet Maps, Bhuvan, MapMyIndia, Wikimapia etc.) to determine traffic congestion using data from mobile devices;</p> <p>Such project(s) should have been done for any public authority or any agency duly authorized/ provided a concession by a public authority, or any private entity, whether in India or any other country.</p> <p>The project(s) should have been either completed or ongoing. For an ongoing project the completion certificate by Client should specify the value of the work completed.</p> <p>It is clarified that for any ongoing project the contract value as above shall mean the value of the work completed as on the bid due date. The completion certificate issued by the Client shall clearly mention the value of work completed.</p>	<p>b) Completion Certificate issued & signed by the competent authority of the client on the entity's letterhead</p> <p>IHMCL reserves the right to contact the afore-mentioned competent authority.</p> <p>Note: In case of large orders/orders with operations & maintenance phase, the completion certificate may specify successful execution and in-operation status of a part of the order meeting the requirement. The format of the self-certificate is provided in RFP at Annexure 8.</p>
5.	Certification	<p>The sole bidder or any Member(s) of the Consortium individually or combined (in case of a Consortium), shall have at least one of the following certificates:</p> <ul style="list-style-type: none"> • CMMi Level 3 or above • ISO 20000 for IT Service Management • ISO 27001:2013 for Information Security Management System 	Copy of valid certificate as on bid due date
6.	Undertaking of No-blacklisting/ debarment	The Bidder should not have been black listed by any State / Central Government Department or Central /State PSUs as on Bid Due Date.	Undertaking as per format given in Annexure 1

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

The MoU between Consortium members should, *inter alia*,

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

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

Lead Member of the Consortium

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

3.2.3. Minimum Shareholding Obligation

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

3.2.4. The MoU signed by all members should be submitted with the Proposal. The MoU should be specific to the Project and should contain the above requirements, failing which the Proposal shall be considered non-responsive.

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

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

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

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

3.3. Change in composition of the Consortium

3.3.1. Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by IHMCL during the Bid Stage, only where:

- a) the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;
- b) the Lead Member continues to be the Lead Member of the Consortium;
- c) the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the short-listing criteria for Applicants; and
- d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.

3.3.2. Approval for change in the composition of a Consortium shall be at the sole discretion of IHMCL and must be approved by IHMCL in writing.

3.3.3. The modified/ reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Bid Due Date.

3.3.4. Notwithstanding anything to the contrary contained in clause 3.2, a Bidder may, within 10 (ten) days after the Bid Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

3.4. Number of Applications and costs thereof

3.4.1. No Applicant shall submit more than one Application for the Project.

3.4.2. The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. IHMCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3.5. Power of Attorney

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

3.6. Content of RFP

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

3.7. Site visit and verification of information

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

3.8. Acknowledgement by Applicant

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

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

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

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

3.10. Clarifications

- 3.10.1. Applicants requiring any clarification on the RFP may notify IHMCL by e-mail (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 .

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

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

3.11. Amendment of RFP

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

3.12. Language

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

3.13. Bid Validity

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

3.14. Bid Security

- 3.14.1. Bidders shall submit, along with their Proposals, an EMD of Rs. Three Lakh only, in the form of a demand draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS). The payment transfer related information is as follows:
- a. EMD BG in the format specified in Annexure 9 issued by a schedule commercial bank in favour of Account details as mentioned below. The EMD BG should remain valid for a period of 60 days beyond the final tender validity period.
 - b. Demand Draft/Banker cheque drawn on any schedule bank: Payable at Indian Highways Management Company Limited, New Delhi
 - c. Electronic Bank Guarantee under Structured Financial Messaging System (SFMS)
 - i. A/c Holder Name = Indian Highways Management Company Limited
 - ii. Bank Name = Canara Bank
 - iii. A/c No. = 8598201006217
 - iv. IFSC = CNRB0008598
 - v. Branch = Delhi NHAI Dwarka Branch New Delhi-110075
- 3.14.2. The Successful Bidder's EMD will be returned, without any interest, upon the Successful Bidder signing the Contract and furnishing the Performance Security in accordance with the provisions thereof. IHMCL may, at the Successful Bidder's option, adjust the amount of EMD in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract.
- 3.14.3. Any bid not accompanied by an acceptable Earnest Money Deposit and Document Fee shall be rejected by IHMCL as non-responsive.
- 3.14.4. The Earnest Money Deposit of unsuccessful bidders will be returned upon written request from the unsuccessful bidder, after expiry of the period of Bid Validity prescribed by IHMCL or Signing of Contract Agreement between IHMCL and successful bidder.
- 3.14.5. The Earnest Money Deposit of the Successful Bidder will be discharged when the Successful Bidder has furnished the required Performance Security and signed the Contract Agreement.
- 3.14.6. The Bid Security / Earnest Money will be forfeited:
- i. If the Bidder withdraws or modifies the Bid during the period of Bid validity.
 - ii. If the Bidder does not accept the correction of the bid price, pursuant to clause pertaining to imbalance bid.
 - iii. In the case of a Successful Bidder:
 - a. if the Bidder fails within the specified time limit to sign the Contract; and/or
 - b. furnish the required Performance Security; or

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

if the Bidder is found to be engaged in corrupt or fraudulent practices

3.15. Alternative Proposals by Bidders

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

3.16. Submission, Format and signing of Application

3.16.1. All documents including, 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. It is to clarify that documents as mentioned in RFP Clause 4.1 needs to be submitted physically in IHMCL office as per prescribed time. However, complete Technical bid needs to be submitted post issuance of LOA by successful bidder only.

3.16.2. The Applicant shall provide all the information sought under this RFP. IHMCL will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.

3.16.3. The Applicant shall submit following documents physically at IHMCL office as per timeline provided in Clause 4.1 'Key Dates':

- Document Fee
- Earnest Money Deposit (EMD)/ Bid Security Declaration Form, as applicable
- Power of Attorney/Letter of Authority

3.16.4. Non-refundable Document Fee of Rs. 10,000 needs to be submitted in the form of Demand Draft in favour of Indian Highways Management Company Limited (IHMCL) payable at New Delhi. Proposals received without or with inadequate RFP Document fees shall be rejected. The demand draft of RFP document fees or proof of payment (receipt, UTR details etc.), as applicable, should be submitted along with the bidder's proposal as per provision of RFP.

3.16.5. The document fee may also be deposited in IHMCL bank account and proof of payment (receipt, UTR details etc.) shall be submitted in Bid Proposal. IHMCL bank account details for deposit of Document Fee are as mentioned below: -

- A/c Holder Name = Indian Highways Management Company Limited
- Bank Name = Canara Bank
- A/c No. = 8598201006217
- IFSC = CNRB0008598
- Branch = Delhi NHAI Dwarka Branch New Delhi-110075

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

3.16.6. The Application/Bid Documents uploaded on e-tender portal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application.

3.17. Deadline for Submission of Bid

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

3.18. Late Applications

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

3.19. Modifications/ substitution/ withdrawal of Applications

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

3.20. Opening and Evaluation of Applications

3.20.1. IHMCL shall open the Applications as per Key Timelines mentioned in RFP, at the place specified in RFP and in the presence of the Applicants who choose to attend. The following documents shall be evaluated as per part of Pre-Qualification stage: -

- Document Fee
- Earnest Money Deposit (EMD)/Bid Securing Declaration form, as applicable
- Power of Attorney, and
- Other documents and appurtenant annexures indicating eligibility of the bidder.

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

- 3.20.2. Applications for which a notice of withdrawal has been submitted in accordance with Clause 3.19 shall not be opened.
- 3.20.3. IHMCL will subsequently examine and evaluate Applications in accordance with the provisions set out in this RFP.
- 3.20.4. Applicants are advised that selection of Applicants will be entirely at the discretion of IHMCL. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.20.5. Any information contained in the Application shall not in any way be construed as binding on IHMCL, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.
- 3.20.6. IHMCL reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.
- 3.20.7. If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, IHMCL may, in its sole discretion, exclude the relevant project from computation of the Eligible Score of the Applicant.
- 3.20.8. In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by IHMCL as incorrect or erroneous, IHMCL shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material representation, IHMCL reserves the right to reject the Application and/ or Bid.

3.21. Examination and Evaluation of Bids

- a) Opening of Bids will be done through online process only.
- b) IHMCL shall open Technical Bids as per the 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 the case of historical documents which pre-existed at the time of the bid opening and which have not undergone change since then.

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

- a) The Technical Bids will be evaluated by an Evaluation Committee. The Bidder shall have to fulfil all the Eligibility Criteria as specified in the RFP. The following documents shall be evaluated as per part of Pre-Qualification stage: - Bid Security Declaration Form, PoA and other Eligibility Documents and Annexures.

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

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

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

3.21.2. Phase - 2: Technical Qualification: -

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

Section #	Evaluation Criteria	Total Marks
A	Bidder profile	30
B	Relevant Project Experience	50
C	Approach & Methodology	20
Overall Technical Score Total		100

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System –
2nd Call**

3.21.3. Evaluation Parameters for Technical Proposal

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

S. No	Criteria Description	Max Marks	Marking Criteria & marks	Supporting Documents						
1	Bidder Profile (Maximum Marks = 30 marks)									
1.1	<p>Average annual sales turnover generated from software development, deployment & operations for any three consecutive financial years between 01 April 2017 and 31 March 2022</p> <p>The annual turn-over shall be considered for the sole bidder or collectively for all members of the consortium, in case of a consortium.</p>	15	<table border="1"> <tr> <td>Equal to or above INR 15 Crore</td> <td>15 marks</td> </tr> <tr> <td>Equal to or above INR 10 Crore, but below INR 15 Crore</td> <td>12 marks</td> </tr> <tr> <td>Equal to or above INR 5 Crore, but below INR 10 Crore</td> <td>10 marks</td> </tr> </table>	Equal to or above INR 15 Crore	15 marks	Equal to or above INR 10 Crore, but below INR 15 Crore	12 marks	Equal to or above INR 5 Crore, but below INR 10 Crore	10 marks	<ul style="list-style-type: none"> Extracts from the audited Balance sheet and Profit & Loss for the three consecutive financial years as specified; AND Certificate from the Statutory Auditor/CA
Equal to or above INR 15 Crore	15 marks									
Equal to or above INR 10 Crore, but below INR 15 Crore	12 marks									
Equal to or above INR 5 Crore, but below INR 10 Crore	10 marks									
1.2	<p>The sole bidder or any Member(s) of the Consortium individually or combined (in case of a Consortium), is expected to provide a copy of a valid certificate of any or all of the following certifications</p> <ul style="list-style-type: none"> CMMi Level 3 or above ISO 20000 for IT Service Management ISO 27001:2013 for Information Security Management System 	15	<p>Marks shall be allotted as below:</p> <ul style="list-style-type: none"> CMMi Level 3 or 4 – 10 marks CMMi Level 5 – 15 marks ISO 20000 for IT Service Management – 10 marks ISO 27001:2013 for Information Security Management System – 10 marks <p>One or more certificates may be considered for evaluation, subject to maximum 15 marks.</p>	<ul style="list-style-type: none"> Valid copies of certificates 						
2	Relevant Past Experience (Maximum Marks = 50)									

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System –
2nd Call**

S. No	Criteria Description	Max Marks	Marking Criteria & marks		Supporting Documents
2.1	<p>Experience of secured the contract for & having successfully implemented projects that have involved</p> <p>(i) Usage of Satellite based Maps or AI-based remote sensing technology or similar mapping API (e.g. Google Maps, OpenStreet Maps, Bhuvan, MapMyIndia etc.) to determine traffic congestion using data from mobile devices;</p> <p><i>Note:</i> Such project(s) should have been done for any public authority or any agency duly authorized/ provided a concession by a public authority or a private entity, whether in India or any other country.</p> <p>The project(s) should have been either completed or ongoing. For an ongoing project the completion certificate by Client should specify the value of the work completed.</p>	50	5 projects or more	50 marks	<ul style="list-style-type: none"> • Extracts of Work Order + Completion Certificates from the client; Or • Copy of completion certificate issued by the Client <p>IHMCL reserves the right to seek further explanation or supporting documents in case any clarification is required during evaluation of any information submitted by the Bidder.</p>
			4 projects	40 marks	
			3 projects	30 marks	
			2 projects	20 marks	
			One project only	10 marks	
3. Approach and Methodology (Maximum Marks = 20)					

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System –
2nd Call**

S. No	Criteria Description			Max Marks	Marking Criteria & marks	Supporting Documents																																							
3.1	<table border="1"> <thead> <tr> <th data-bbox="128 337 569 402">Point of evaluation</th> <th data-bbox="569 337 726 402">Response</th> <th data-bbox="726 337 863 402">Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="128 402 569 545">a) Whether the mapping API of the proposed solution is used in any commercial application in India?</td> <td data-bbox="569 402 726 472">Yes</td> <td data-bbox="726 402 863 472">02</td> </tr> <tr> <td></td> <td data-bbox="569 472 726 545">No</td> <td data-bbox="726 472 863 545">NIL</td> </tr> <tr> <td data-bbox="128 545 569 688">b) Whether the proposed solution has been used in any other commercial application in India?</td> <td data-bbox="569 545 726 615">Yes</td> <td data-bbox="726 545 863 615">02</td> </tr> <tr> <td></td> <td data-bbox="569 615 726 688">No</td> <td data-bbox="726 615 863 688">NIL</td> </tr> <tr> <td data-bbox="128 688 569 854">c) Whether the maps etc. are clear for use in India by the concerned statutory authorities (NRSC/ Department of Space/ ISRO etc.)?</td> <td data-bbox="569 688 726 758">Yes</td> <td data-bbox="726 688 863 758">02</td> </tr> <tr> <td></td> <td data-bbox="569 758 726 854">No</td> <td data-bbox="726 758 863 854">NIL</td> </tr> <tr> <td data-bbox="128 854 569 1029">d) Whether the solution is capable of detecting vehicular congestion up to 300 meters from the point of constriction?</td> <td data-bbox="569 854 726 924">Yes</td> <td data-bbox="726 854 863 924">02</td> </tr> <tr> <td></td> <td data-bbox="569 924 726 1029">No</td> <td data-bbox="726 924 863 1029">NIL</td> </tr> <tr> <td data-bbox="128 1029 569 1205">e) Whether the solution is capable of determining average speed of vehicles moving within a range of 300 meters from the toll plaza?</td> <td data-bbox="569 1029 726 1099">Yes</td> <td data-bbox="726 1029 863 1099">02</td> </tr> <tr> <td></td> <td data-bbox="569 1099 726 1205">No</td> <td data-bbox="726 1099 863 1205">NIL</td> </tr> <tr> <td data-bbox="128 1205 569 1359">f) Whether the solution is capable of determining stoppage time of vehicles at the toll plaza and predicting potential congestion</td> <td data-bbox="569 1205 726 1274">Yes</td> <td data-bbox="726 1205 863 1274">02</td> </tr> <tr> <td></td> <td data-bbox="569 1274 726 1359">No</td> <td data-bbox="726 1274 863 1359">NIL</td> </tr> </tbody> </table>			Point of evaluation	Response	Marks	a) Whether the mapping API of the proposed solution is used in any commercial application in India?	Yes	02		No	NIL	b) Whether the proposed solution has been used in any other commercial application in India?	Yes	02		No	NIL	c) Whether the maps etc. are clear for use in India by the concerned statutory authorities (NRSC/ Department of Space/ ISRO etc.)?	Yes	02		No	NIL	d) Whether the solution is capable of detecting vehicular congestion up to 300 meters from the point of constriction?	Yes	02		No	NIL	e) Whether the solution is capable of determining average speed of vehicles moving within a range of 300 meters from the toll plaza?	Yes	02		No	NIL	f) Whether the solution is capable of determining stoppage time of vehicles at the toll plaza and predicting potential congestion	Yes	02		No	NIL		<p>The bidder shall be required to provide a presentation amongst Bid Evaluation Committee of IHMCL.</p> <p>The bidder shall be required to provide an undertaking of Approach and Methodology as per format provided in Annexure -20</p>	<ul style="list-style-type: none"> Assessment to be based on a note covering all requirements as mentioned <p>&</p> <p>Presentation made by Bidder before the Committee</p>
Point of evaluation	Response	Marks																																											
a) Whether the mapping API of the proposed solution is used in any commercial application in India?	Yes	02																																											
	No	NIL																																											
b) Whether the proposed solution has been used in any other commercial application in India?	Yes	02																																											
	No	NIL																																											
c) Whether the maps etc. are clear for use in India by the concerned statutory authorities (NRSC/ Department of Space/ ISRO etc.)?	Yes	02																																											
	No	NIL																																											
d) Whether the solution is capable of detecting vehicular congestion up to 300 meters from the point of constriction?	Yes	02																																											
	No	NIL																																											
e) Whether the solution is capable of determining average speed of vehicles moving within a range of 300 meters from the toll plaza?	Yes	02																																											
	No	NIL																																											
f) Whether the solution is capable of determining stoppage time of vehicles at the toll plaza and predicting potential congestion	Yes	02																																											
	No	NIL																																											

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System –
2nd Call**

S. No	Criteria Description	Max Marks	Marking Criteria & marks	Supporting Documents
	based on incoming flow of vehicles?			
	g) Whether the vendor proposes to provision a failsafe Internet connectivity at the plaza at his or her own cost to maintain real time updates to the congestion data?	Yes	02	
		No	NIL	
	h) In case of the system reporting congestion, whether there is a back-up protocol for determining whether the congestion really exists?	Yes	02	
		No	NIL	
	i) Whether the vendor proposes to provision additional electrical power at the plaza at his or her own cost to ensure the availability of the camera feed/ sensor/ other input data?	Yes	02	
		No	NIL	
	j) Whether the proposed solution allows for export of data in real time (see definition) to platforms such as MyFASTag or Sukhad Yatra, 1033?	Yes	02	
		No	NIL	
	TOTAL		100	

3.21.4. The Minimum technical score to qualify for Financial Proposal evaluation (ST) is **70 marks out of total 100 marks**. Evaluation Committee may, at its discretion, call for additional information from the bidder(s) through email/fax/telephone/meeting or any other mode of communication. Such information has to be supplied within the set out time frame as provided by Evaluation Committee, otherwise Evaluation Committee shall make its own reasonable assumptions at the total risk and cost of the bidders and the proposal is liable to be rejected. Seeking clarifications cannot be treated as acceptance of the proposal. For verification of information submitted by the bidders, the committee may visit bidder's offices at its own cost. The bidders shall provide all the necessary documents, samples and reference information as desired by the committee. The bidders shall also assist the committee in getting relevant information from the bidders' references.

3.21.5. Phase – 3: Financial Bid Evaluation:

- a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
- b) If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- c) The bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 bidders will be evaluated using the following formula:
d) Financial Score of a Bidder (SF) = {(Lowest Total Financial Bid Quoted /Total Financial Bid Quoted by the Bidder) X 100} % (Adjusted to two decimal places)
- e) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- f) The bid price will include all taxes and levies except GST and shall be in Indian Rupees.
- g) Any conditional bid would be rejected.
- h) Errors & Rectification: Arithmetical errors will be rectified on the following basis:
"If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail". If the bidder does not accept the correction of errors, its Bid shall be rejected.

3.21.6. Combined and Final Evaluation

- a) The technical and financial scores secured by each bidder will be added using weightage as mentioned in the RFP and respectively to compute a Composite Bid Score.
- b) The bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

$$S = 80\% * ST + 20\% * SF$$

Where S = overall score of bidder.

- ST = Technical score of the bidder (out of maximum of 100 marks)
- SF = Normalized financial score of the bidder

- c) In the event the bid composite bid scores are 'tied', IHMCL may: -
- i. Declare the bidder securing the higher technical score as the Preferred Bidder for award of the Project.

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

3.22. Award Criteria

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

3.23. Confidentiality

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

3.24. Tests of responsiveness

- 3.24.1. Prior to evaluation of Applications, IHMCL shall determine whether each Application is responsive to the requirements of the RFP. An Application shall be considered responsive only if:
- a) If the Authorized Signatory holding Power of Attorney and Signatory are not the same
 - b) If a bidder submits a conditional bid or makes changes in the terms and conditions given in this RFP document
 - c) Failure to comply with all the requirements of RFP document by a bidder.
 - d) If the financial bid is not submitted in the formats prescribed in the RFP document

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

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.

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

3.24.3. Any entity (the Bidder, its Member or Associate was, either by itself or as member of a Consortium) which has been barred by the Central Government, or any entity controlled by it, from participating in any project by any govt. organization or PSU and the bar subsists as on the date of Application, or has been declared by IHMCL as non-performer/blacklisted would not be eligible to submit an Application.

3.25. Bids that are overpriced or undervalued

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

3.26. Submission of Bids

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

b) IHMCL is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are therefore advised to visit the site and familiarize themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by IHMCL.

3.27. Proprietary data

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

3.28. Correspondence with the Applicant

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

3.29. Notification of Award of Contract

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

3.30. Signing of Contract

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

3.31. Performance Security

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

3.32. Bank Guarantee (BG)

- a) The Bank Guarantee in the name of IHMCL issued by the following banks would only be accepted: -
- i. Any Nationalized Bank

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

- 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.

3.33. Corrupt or Fraudulent Practices

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

3.34. Conflict of Interest

- 3.34.1. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, the time, cost and effort of the Purchaser including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.
- 3.34.2. The Purchaser requires that the Successful bidder provides solutions which at all times hold the Purchaser’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Successful bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.
- 3.34.3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- a) the Bidder, or Associates (or any constituent thereof) and any other Bidder or Associates, have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
 - where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
 - a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

3.35. Miscellaneous

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) IHMCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
 - i. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - ii. consult with any Bidder in order to receive clarification or further information;
 - iii. retain any information and/ or evidence submitted to IHMCL by, on behalf of, and/ or in relation to any Bidder; and/ or
 - iv. independently verify, disqualify, reject and/ or accept any or all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases IHMCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) If the Bidder has committed a transgression under this RFP such as to put its reliability or credibility into question, IHMCL shall be entitled to blacklist and debar such Bidder for any future tenders/contract award process in its sole and absolute discretion.
- e) Inclusion of MSMEs in Project Delivery - Bidders are encouraged to include Micro, Small and Medium Enterprises (MSMEs) in the delivery of the project. Bidders should earmark a minimum of 20 % of the total contract for procuring goods and services from MSMEs. The MSME partner should be registered under the Micro Small Medium Enterprise Act, 2006. The procurement through MSMEs should be in line with Order dated 23rd March 2014 or any latest Order/Directions regarding procurement policy for Micro and Small Enterprises (MSMEs).
- f) Compliance to be ensured w.r.t. Office Memorandum of Department of Expenditure, dated 23 July 2020, and any related clarifications, subsequent guidelines issued by Department of Expenditure, as applicable, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017. Bidder may visit website of Department of Expenditure (<https://doe.gov.in/>) for more details on the said Office Memorandum.
- g) Compliance to be ensured w.r.t. Public Procurement (Preference to Make in India) Order 2017 – Notification of Telecom Products, Services or Works” (in short DoT PPP MII notification, 2018) dated 29th August issued by Department of Telecommunications. Bidder may visit website of Department of Telecom (<https://dot.gov.in> > Investment Promotion > Telecom Equipment Manufacturing) for more details on the said notification.

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

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

- a) Micro and Small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (M/o MSME) with valid certificate duly issued by GOI are exempted for submitting the Earnest Money Deposit (EMD) and Document Fee. It will be applicable for those bidders who produce their own goods or provide their own services, and not applicable for trading purposes. No entrepreneur or memorandum of application form is acceptable.
- b) Other Firms registered with MSME / NSIC with valid certificate duly issued by GOI are also exempted from submitting EMD and Document Fee. No other type of certificate is acceptable.
- c) The firms registered under MSME shall be required to submit the Bid Securing Declaration Form as provided in Annexure-17 of the RFP.

4. PREPARATION AND SUBMISSION OF APPLICATION

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

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

4.1. KEY DATES

Sl. No.	Event Description	Date
1.	Invitation of RFP	22 June 2023
2.	Last date for receiving queries	26 June 2023
3.	Pre-Bid meeting ¹	28 June 2023 @ 11:00 AM
4.	Bid Due Date for submission on e-tender portal	13 July 2023; 16:00 hrs IST
5.	Bid Due date for physical submission of following documents at IHMCL office: <ul style="list-style-type: none">• Document Fee• Earnest Money Deposit (EMD)/Bid Securing Declaration form, as applicable• Power of Attorney / Letter of Authorization	13 July 2023; 16:30 hrs IST
6.	Opening of Technical Bids	14 July 2023; 17:00 hrs IST
7.	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.

5. CONDITIONS OF CONTRACT

5.1. Conditions of Contract

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

5.2. Governing Language

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

5.3. Applicable Law

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

5.4. Interpretation

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

5.5. Right to Amend Project Scope

- 5.5.1. IHMCL reserves the right to include new fee plazas in the scope of Successful bidder which shall be made operational by NHAI during the Project duration. IHMCL also reserves the right to reduce the number of the fee plazas up to 50 (fifty) per cent of the total number of fee plazas originally proposed at the time of signing of the contract, without assigning any reason at any time during the Contract Period, and no compensation shall be paid to the Successful bidder on account of de-scoping of these fee plazas.

IHMCL also reserves the right to substitute any existing toll plaza with a new one, including seeking the shifting of the deployed solution from an existing plaza to a new one.

In either case, no compensation shall be paid to the vendor on account of de-scoping or substitution of these toll plazas.

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

5.6. Payment Terms & Timelines

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

The quarterly payment shall be calculated as below:

$Q_{Total} = [QA] - D$

Where

- **Q_{Total}** = Total payment for the quarter post Go-Live of PCMS software. No payments shall be done before Go-Live of PCMS software.
- **Q_A** = Quarterly payments for Operations & Maintenance cost for Plaza Congestion Monitoring System (PCMS) Software for each toll plaza Live in the quarter; calculated as under:
 - $\sum Q_A = (Q_{TP1} + Q_{TP2} + \dots + Q_{TPn}) \times AF$
 - The payments $Q_{TP1}, Q_{TP2}, \dots, Q_{TPn}$ etc. shall be made pro-rata for the no. of days for which toll plazas were Live in the quarter;
 - $Q_{TP1}, Q_{TP2}, Q_{TPn}$ – pro-rata payment for a toll plaza 1,2.. n for the quarter – { Per toll plaza O&M quoted unit price * (no. of days plaza was live in the quarter/ total no. of days in the quarter) }
 - AF = Adjustment Factor as defined in SLA section 6.5.
- **D** = Deductions for penalty as defined in service levels as per sections 6.5.1 and 6.5.2.

The payments for **One-time Integration cost** with each application such as My FASTag App, Sukhad Yatra, 1033 App etc. – shall be made upon completion of the integration with the mobile App/portal and Go-Live of the integration

5.6.4. Timeline Implementation phase –

Activity	Timelines
Date of Acceptance of LOA	T
System Requirement and design document	T + 7 days
UAT of PCMS software and web-portal	T + 21 days
Go-Live of PCMS software on Mobile App and Web-portal	T + 30 days

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

For integration of PCMS software with another mobile App such as My FASTAg App or other Apps/portal should be carried out in 1 month period.

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

5.7. Prices

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

5.8. Start of Assignment

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

5.9. Damages

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

5.10. Contract Period

- 5.10.1. The Contract Period for the Project shall be **25 months** from the date of signing of Contract Agreement.
- 5.10.2. The period of Contract duration may be further extendable on yearly/half-yearly basis up to additional **12 months** at the sole discretion of IHMCL on the same terms and conditions as defined in RFP.

5.11. Insurance

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

5.12. Force Majeure

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

5.13. Indemnification

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

5.13.3. In addition to the aforesaid, the Successful bidder shall fully indemnify, hold harmless and defend IHMCL Indemnified Persons from and against any and all direct loss, damage, cost and expense of whatever kind and nature (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Successful Bidder or by its Agents in performing the Successful bidder's obligations or in any way incorporated in or related to this Contract. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Successful bidder shall make every reasonable effort, by giving a bond (of the type and value as required) or otherwise, to secure the revocation or suspension of the injunction or restraint order and continue to perform its obligations hereunder. If the Successful bidder is unable to secure such revocation within a reasonable time, it shall, at its own expense, and without impairing the Specifications and Standards, shall rectify such defaults and shall also be liable for damages to IHMCL for the corresponding loss during the interim period on this account.

5.13.4. The provisions of Clause 5.13 shall survive Termination.

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

5.14. Termination

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

5.14.2. **ON ACCOUNT OF FORCE MAJEURE:** Either Party shall have the right to terminate the Contract on account of Force Majeure, as set forth in Clause 5.12.

5.14.3. **ON BREACH OF CONTRACT:** IHMCL may terminate the Contract if the Successful bidder causes a **Fundamental Breach** of the Contract. **Fundamental Breach** of Contract includes, but shall not be limited to, the following:

- a) The Successful bidder fails to carry out any obligation under the Contract.
- b) The Successful bidder submits the IHMCL a statement which has a material effect on the rights, obligations, or interests of the IHMCL and which the Successful Bidder knows to be false.
- c) The Successful bidder without reasonable excuse fails to commence the work in accordance with relevant clauses.
- d) Has failed to furnish the required securities or extension thereof in terms of the Contract.
- e) The Successful bidder stops work and the stoppage has not been authorized by IHMCL;

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

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

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

5.14.9. Termination Payments

On account of termination of Contract Agreement by IHMCL with no fault of PCMS vendor, the Termination Payment to the PCMS vendor shall be as below:

If the Termination Notice is issued by IHMCL prior to completion of eighteen months from the date on which the contract was signed.	A total of: (1) A lump sum amount equivalent to 50 per cent of the payment made in the preceding quarter. (2) Pro-rata payment for days for which the vendor has provided services during the quarter in which the notice was issued, up to the day of cessation of services by the vendor as stipulated by IHMCL as per the notice of termination.
If the Termination Notice is issued by IHMCL upon or after completion of 18 months from the date on which the contract was signed.	No payments to be made.

Further, it is clarified that no termination payments shall be made in case of termination due to any other reasons such as expiry of contract, Force Majeure, or breach of contract by the vendor as specified in Clause 5.14 of the RFP.

5.15. Appropriation of Performance Security

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

5.16. Change Control Note (CCN)

- 5.16.1. This applies to and describes the procedure to be followed in the event of any proposed change to contract, site Implementation, and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services provided by Successful bidder and changes to the terms of payment.
- 5.16.2. Change requests in respect of the contract, the site implementation, or the Service levels shall emanate from the Parties' representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process and shall complete Part A of the CCN (Annexure 16). CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the Purchaser.
- 5.16.3. Successful bidder and Authority while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required
- 5.16.4. The CCN shall be applicable for the items which are beyond the stated/implied scope of work as per the RFP document.

5.17. Insurance

5.17.1. Insurance during the Contract Period

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

- (a) Hardware delivered and installed to the extent possible at the replacement value with IHMCL as beneficiary.
- (b) Successful bidder's all risk insurance with IHMCL as co-beneficiary;

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

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

5.17.2. Evidence of Insurance Cover

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

5.17.3. Application of Insurance Proceeds

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

5.17.4. Validity of Insurance Cover

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

5.18. Miscellaneous

5.18.1. Standard of Performance

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

5.18.3. Representations and Warranties of the Parties

a) The Parties represents and warrants to the each other that:

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

5.18.4. Waiver of immunity

a) Each Party unconditionally and irrevocably:

- i. agrees that the execution, delivery and performance by it of this Contract constitute commercial acts done and performed for commercial purpose;

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

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

5.18.5. Waiver

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

5.18.6. Liability for review of Documents

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

5.18.7. Exclusion of implied warranties etc.

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

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

5.18.9. Survival

a) Termination shall:

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

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

5.18.10. Entire Agreement

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

5.18.11. Severability

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

5.18.12. No partnership

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

5.18.13. Third parties

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

5.18.14. Successors and assigns

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

5.18.15. Dispute resolution procedure

- i. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably.
- ii. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith. In the first instance, the Dispute shall be referred to the Chairman of the IHMCL and the Chairman of the Board of Directors (or equivalent) of the Successful Bidder or their nominees for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) business day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration.
- iii. Any Dispute which is not resolved amicably shall be finally settled by arbitration to be conducted as per Arbitration and Conciliation Act, 1996. Such arbitration proceedings shall be conducted by two (2) arbitrators, each to be appointed by the Party. The arbitrators appointed by the Parties shall appoint a person to be an umpire/presiding officer.

The manner of appointment of the third (presiding) arbitrator, manner of arbitration shall be determined by the two arbitrators in line with the provisions of the Arbitration & Conciliation Act, 1996.

- iv. The venue of such arbitration shall be Delhi.
- v. The rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. The parties unconditionally acknowledge and agree that notwithstanding any dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with the procedure agreed herein.

5.18.16. Compensation for Breach

a) Compensation for default by the Successful Bidder

- i. In the event of the Successful Bidder being in breach of this Contract, unless such default or delay is on account of Force Majeure, the Selected Bidder shall pay to IHMCL, by way of compensation, all direct costs suffered or incurred by the IHMCL as a consequence of such breach, within 30 days of receipt of the demand from the IHMCL.

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

- ii. Without limiting generality of the Clause 5.16.17 (i), the Successful Bidder shall pay to IHMCL by way of compensation, all direct costs suffered or incurred by IHMCL incurred as a result of any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of , or based upon:
 - a) any untrue statement or misrepresentation of a material fact provided by the Successful Bidder or an omission to state a material fact required to be communicated.
 - b) any non-performance or breach of the roles, responsibilities, representations, warranties, undertakings, and declarations contained herein by the Successful Bidder or its directors, employees, personnel or representatives, as the case may be.
 - c) Negligence, fraud or misconduct of the Successful Bidder or any of its employees, agents, affiliates or advisors.

5.18.17. Limitation of Liability

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

5.18.18. Intellectual Property Rights

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

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

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

5.18.19. Limitation of purpose of data supplied/ acquired

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

5.18.20. Notices

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

5.18.21. Sub-Contracting

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

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

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

5.18.22. Confidentiality of the Assignment/Findings

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

5.18.23. Modification

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

5.18.24. Language

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

6. Scope of Work

6.1. Project Background

- 6.1.1. 100% cashless tolling via FASTag implemented w.e.f. midnight of 15/16 Feb 2021. The use of FASTag has been made mandatory at all National Highway toll plazas, and the usage of any other form of currency or legitimate mechanism of payment – such as cards or UPI entailing twice the toll ordinarily payable for such vehicle.
- 6.1.2. The Electronic Toll Collection (ETC) infrastructure comprising ETC readers, TMS software, Servers, Internet connectivity, WIM, etc. at user fee plazas are supplied, installed, tested, commissioning and managed by different System Integrators (SI) across over 590 NH fee plazas.
- 6.1.3. IHMCL is also in process of implementing Toll Data Lake which will have enterprise monitoring and recording of all toll related data. The Toll Data Lake will also have functionality to monitor the health check-up of above critical devices through IOT device being installed at toll plazas.
- 6.1.4. As to date, more than 850 NH toll plazas are live on FASTag programme. The command control room at NHAH HQs is able to view live toll plaza view by accessing the PTZ cameras installed at Toll Plazas.
- 6.1.5. The FASTag penetration have crossed more than 97% and is improving day by day. However, still at some of the toll plazas, it has been observed that the highway users may have to wait for some time.
- 6.1.6. In order to monitor the real-time traffic congestion at toll plazas IHMCL envisages to have a solution which will be able to provide real-time congestion at the toll plazas for effective monitoring.

6.2. Scope Overview

- 6.2.1. To monitor the real-time traffic congestion at toll plaza, it is proposed to have Toll Plaza Congestion Monitoring System. A Toll Plaza Congestion Monitoring System will use various technologies and sensors to monitor the flow of vehicles at toll plazas and detect congestion. This system will be used to improve traffic flow and reduce wait times at toll plazas.
- 6.2.2. The Success bidder needs be required to deploy below-mentioned technology for monitoring of congestion at toll plazas:
 - a. Satellite based Maps System: Usage of Satellite based Maps or AI-based remote sensing technology or similar mapping API (e.g. Google Maps, OpenStreet Maps, Bhuvan, MapMyIndia, Wikimapia etc.) to determine traffic congestion using data from mobile devices. These services use real-time traffic data to provide information on traffic flow, wait times, and congestion at toll plazas. By using map-based services for monitoring congestion at toll plazas, motorists can save time and reduce stress on the road.

6.3. Brief Scope of work for Satellite based Maps System.

- 6.3.1. The Satellite Map based system for monitoring congestion at toll plazas needs to be deployed at 300 number of toll plazas. List provided at Annexure-13 The scope of work involves following indicative steps:
 - 6.3.1.1. Data Collection: The first step in developing a satellite map-based toll plaza congestion monitoring system is to collect data on traffic flow, wait times, plaza lane queue length and congestion at the toll plaza. This data needs to be collected using map-based services.
 - 6.3.1.2. Map Integration: The data collected and analysed must then be integrated into a map-based service, such as Google Maps, OpenStreet Maps, Bhuvan, MapMyIndia, Wikimapia etc. This may involve developing custom APIs or integrating with existing map-based services to provide real-time traffic updates.
 - 6.3.1.3. Data Processing: Once the data has been collected, it must be processed and analysed to identify patterns and trends in traffic flow. This may involve using data visualization tools and machine learning algorithms to identify congestion hotspots and predict future traffic patterns.
 - 6.3.1.4. User Interface: The toll plaza congestion monitoring system must provide a user-friendly interface to access real-time traffic updates and congestion. This will involve developing a mobile application and/or web interface that displays traffic updates and provides turn-by-turn directions.
 - 6.3.1.5. Maintenance and Support: The toll plaza congestion monitoring system must be maintained and supported over time to ensure that it continues to provide accurate and up-to-date information. This will involve regular updates to data processing algorithms, integration with new sensors and map-based services, and ongoing user support.

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

The Successful bidder shall be required to deploy manpower as provided in the RFP at IHMCL office for monitoring and real alert handling. PTZ camera access of fee plazas are available at NHAI/IHMCL, the successful bidder needs to cross-check the congestion alert generated from system with PTZ cameras feeds available at NHAI/IHMCL office.

Overall, the scope of work for the toll plaza congestion monitoring system will involve a range of tasks, from data collection and processing to map integration and user interface design. All the associated cost for procurement of domain name purchase, SSL certificates, Google API hit, or any such other API hit, CERT-in certificate and renewal etc. shall be borne by Successful bidder.

6.4. Key features of Plaza Congestion Monitoring System

- 6.4.1. To record congestion at toll plaza and display the traffic congestion on a web-based and/or mobile-based app.
- 6.4.2. The app should be able to indicate real-time waiting time at toll plazas.
- 6.4.3. The geo-coordinates of the toll plaza will be provided to the successful bidder.
- 6.4.4. The toll plaza dashboard should have functionality to showcase the following: -
 - 6.4.4.1. 24x7 alerts and queue length tracking of more than 300 meters.
 - 6.4.4.2. Worst toll plaza having long waiting time.
 - 6.4.4.3. Toll Plaza with waiting time for more than 3 mins.
 - 6.4.4.4. Daily/ Weekly Report with peak congestion hours and recommendations for improvement of traffic congestion
 - 6.4.4.5. Raise alert to Nodal Officer of NHAI where waiting time is more than 3 mins. and track the case till the congestion is not reduced less than 1 km. The alerts should be form of SMS, Email etc. as per directions of IHMCL.
 - 6.4.4.6. Populate the congestion data through automated APIs to Toll Monitoring Control Centre and Toll Data Lake software.
 - 6.4.4.7. The gathered data as plain lists of records, as graphs, or as charts.
- 6.4.5. Any proposed satellite feed or maps used in the solution should have all the requisite regulatory and security compliances for operation in India, viz. clearance from National Remote Sensing Centre etc.
- 6.4.6. The dashboard should be able to provide a range of visualization options at disposal including graphs, dials, and other unique display options that provide the essential data at a glance. The Successful bidder shall be required to develop Dashboard for the project, however in case required by IHMCL the successful bidder needs to integrate the same with Command Centre.
- 6.4.7. The geospatial view should be shown on a geographical map where congestion may be depicted.
- 6.4.8. The dashboards should provide a live display of Toll Plaza performance, on-line and historical traffic statistics and predictions.
- 6.4.9. The successful bidder has to provide the proposed solution on Software-as-a-Service (SAAS) model. All the services viz. app development, AI analytics, cloud hosting, API calls, integration with Toll Data Lake, etc. are required to be provided as part of SAAS model. This will provide applications/tools to process and carry out various analyses of high-volume data by using cloud computing tools.
- 6.4.10. It shall be hosted 'on cloud' and shall be accessible to all users authorized by IHMCL on desktop, laptop workstations as well as on Mobile devices like Smart Phones & Tablets.
- 6.4.11. The functionality may be opened up to all the highway users free of cost.

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

- 6.4.12. The accuracy of proposal solution should be 98%, failing which there will be penalty shall be applicable as per provision in this RFP. The accuracy of the traffic congestion/ waiting time will be cross checked with the NH live feed available at the Command Control Room at NHAI Headquarters in New Delhi.
- 6.4.13. The Successful bidder shall be required to estimate the server space requirement as per information provided in RFP and intimate the same to IHMCL. All the associated cost for procurement of domain name purchase, SSL certificates, Google API hit, or any such other API hit etc. shall be borne by Successful bidder. **IHMCL shall provide the cloud-based servers, and all data and applications etc. should migrate to the server provided by IHMCL as per requirement.**
- 6.4.14. The Successful bidder shall be responsible for maintaining the cloud space and backup services. The Successful bidder shall liaison with the cloud service provider for all kind of cloud hosting services. The Successful bidder will administer the cloud services so that the Plaza Congestion Monitoring System remains operational.
- 6.4.15. The Successful bidder shall be responsible for provisioning the underlying system software and bandwidth for deployment/migration and hosting of the applications. The successful bidder is expected to compute, storage, and bandwidth requirements which may be auto-scaled (additional capacity based on the demand and auto-scaling rules) over the period of the contract. The application must be architected and designed to leverage the cloud characteristics such as rapid elasticity and handle transient and hardware failures without downtime.
- 6.4.16. The Successful bidder shall ensure the availability of the software in excess of 99.99 per cent (service level for uptime) with redundancies and mirror sites, as may be needed to ensure adherence to the same.
- 6.4.17. The Successful bidder should update the software regularly for bugs or other infirmities, if any, at periodic intervals, including the organization of an annual or semi-annual security audit to ensure that the system data cannot be edited without authorization.
- 6.4.18. Compliance process to the defined international standards and security guidelines such as ISO 27001, ISO 20000:1, for maintaining operations of cloud and ensuring privacy of IHMCL data.
- 6.4.19. Ensuring Uptime and utilization of the cloud resources as per SLA's defined in this RFP.
- 6.4.20. The Successful bidder shall develop appropriate policy, checklists in line with ISO 27001 & ISO 20000 framework for failover. The Successful bidder needs to ensure that the data is replicated as per latest guideline provided by MEITY in case of failure, Successful bidder should be able to restore the complete system in another data center.
- 6.4.21. The Successful bidder shall conduct vulnerability and penetration test (from a third-party testing agency which may be CERT-IN empaneled) on the Cloud facility every year and reports should be shared with IHMCL. The Successful bidder needs to update the system in response to any adverse findings in the report, without any additional cost to IHMCL.

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

6.4.22. Upgrades - Any required version/Software /Hardware upgrades, patch management etc. at the Cloud Site will be supported by the Successful bidder for the entire contract period at no extra cost to IHMCL.

6.4.23. The Successful bidder shall handover the database backup periodically to IHMCL, as per instructions. The ownership of entire data collected during the project shall be of IHMCL.

6.4.24. The Successful bidder may be required to integrate the application with any other application such as MY FASTag App, TMCC etc. as provided by IHMCL. In such cases one time integration cost as mentioned in Financial Bid form shall be paid by IHMCL for each such integration.

6.4.25. At the end of the Contract Period, the database backup, executables, and requisite documentation should be handed over to IHMCL at no additional cost. The process of handing over should start 6 months prior to Contract expiry.

6.4.26. Manpower Deployment

6.4.26.1. The Successful bidder shall deploy below-mentioned manpower at IHMCL office, New Delhi:

Sl. #	Position	No. of resources	Minimum qualifications
1	Project Manager	1	a) Education: Minimum Full-Time MBA/B. Tech/B.E./MCA from a reputed institute b) Total Experience: At least 7 years of experience in projects related with Control Centre operations
2	Examiners	4	a) Education: Graduate/Diploma/Intermediate in any discipline

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

6.4.26.3. The Project Manager shall be overall in-charge of project and shall interact with IHMCL with reference to preparation of different reports and analysis.

6.4.26.4. IHMCL reserves the right to ask the Successful bidder to deploy the manpower on 24*7 basis as per requirement.

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

6.5. SLA/Damages

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

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

- Rs. 10,000/- per week of delay in completion of each activity such as
 - System Requirement and design document
 - UAT of PCMS software and web-portal
 - Go-Live of PCMS software on Mobile App and Web-portal

6.5.2. The accuracy of proposal solution should be 98%. In case of the system underreporting or overreporting instances of congestion, the following service levels will be deemed to have been achieved, and the according deductions shall be made from payments (as defined as 'D' in para 5.6.3).

Event	Deemed accuracy level
Undercounting/ missing instances of reporting of congestion	
Ten (10) or more instances in a month reported by consumers & verified by PTZ Camera/RO's but does not show up on the application/ dashboard (limited to the plazas where the solution is in operation)	Less than 90 per cent 10 per cent deduction as per clause 6.4.12
More than three but less than ten instances in a month reported by consumers & verified by PTZ Camera/RO's but does not show up on the application/ dashboard (limited to the plazas where the solution is in operation)	Equal to 95 per cent 05 per cent deduction
Up to three instances in a month reported by consumers & verified by PTZ Camera/RO's but does not show up on the application/ dashboard (limited to the plazas where the solution is in operation)	Equal to 98 per cent No deductions
No instances reported in a month where congestion has been reported by consumers & verified by PTZ Camera/RO's, but which has not shown up on the application/ dashboard (limited to the plazas where the solution is in operation)	Equal to 100 per cent.
Overcounting/ false positive instances of reporting of congestion	
No instances of false congestion instances reported in the month	Equal to 100 per cent.
Up to 5 instances of false congestion instances in one month (system reports congestion, RO feed shows otherwise)	Equal to 98 per cent No deductions.

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

More than 5 but less than 10 instances of false congestion instances in one month (system reports congestion, RO feed shows otherwise)	Equal to 95 per cent 05 per cent deduction
Ten (10) or more instances of false congestion instances in one month (system reports congestion, RO feed shows otherwise)	Below 90 per cent 10 per cent deduction as per clause 6.4.12

Note: 'Per month' instances are calculated as number of instances reported across all covered toll plazas during one quarter divided by three.

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

AF shall be calculated as follows:

Cumulative Uptime of Plaza Congestion Monitoring System Application	Adjustment Factor
99.9% - 100%	1
Up to 99.5% - Less than 99.9%	0.95
Up to 99.2% - Less than 99.5%	0.90
Up to 99.0% - Less than 99.2%	0.85
Less than 99.0%	0 (Zero)

6.5.5. Capping on penalties

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

6.6. IHMCL's Responsibility

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

6.7. Successful bidder's Responsibility

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

- 6.7.1. To perform the Scope of Work as set out in Section 6.
- 6.7.2. To be responsible for compliance with Applicable Laws;
- 6.7.3. To procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for, inter alia, materials, methods, processes, software, operating systems, designs, trademarks, documents and systems used or incorporated into the ETC system.
- 6.7.4. To provide Performance Security in the form of Bank Guarantee to IHMCL, in accordance with relevant section of RFP;
- 6.7.5. To carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and to observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods;
- 6.7.6. To keep sufficient accessories, spares, parts, etc., while discharging Scope of Work;
- 6.7.7. To provide onsite support for the complete system;
- 6.7.8. To reasonably cooperate with IHMCL and other stakeholders concerned in relation to the matters covered under this Agreement; and
- 6.7.9. To be responsible for safety and security of its equipment and staff;
- 6.7.10. To deploy adequate number of resources with qualifications and skills commensurate to the job requirement;
- 6.7.11. To maintain adequate insurance covers to safeguards its interest regarding any loss/damage/theft to its equipment and or personal during conduct of the assignment;
- 6.7.12. Indemnify IHMCL against any damage/loss of property or personal of the agency during conduct of assignment.
- 6.7.13. Sign the Non-Disclosure Agreement (NDA) with IHMCL.

7. ANNEXURE

7.1. Annexure 1: Bid Covering Letter

(In the letterhead of the Bidder)

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

Subject: _____

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

Dear Sir,

1. I/We, the undersigned, have carefully examined the contents of the document including amendments/ addendums (if any) thereof and undertake to fully comply and abide by the terms and conditions specified therein and hereby submit our application. Our application is unconditional and unqualified.
2. I/We undertake that, in competing for (and, if the award is made to us), for executing the above contract, we will strictly observe the laws against fraud and corruption in force in India.
3. I/We understand that:
 - a. this Bid/Proposal, if found incomplete in any respect and/ or if found with conditional compliance and/ or prescribed supporting document shall be summarily rejected.
 - b. if at any time, any averments made or information furnished as part of this application is found incorrect, then the application will be rejected
 - c. IHMCL is not bound to accept any/ all Bid (s) it will receive.
4. I/We declare that:
 - a) We do not have any conflict of interest as per RFP provisions and we or our parent / subsidiary /sister concern company are NOT currently engaged by NHAI for user fee collection or tolling operations at any NH Fee plazas across the country as on RFP release date. We further undertake that we shall not take up activities such as user fee collection, tolling operations at NH fee plazas allocated during the Contract period.
 - b) I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for RFP Name _____, without incurring any liability to the Bidders, in accordance with relevant clause of the RFP Document

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

- c) We undertake that in case, due to any change in facts or circumstances during the Bidding Process, we become liable to be disqualified in terms of the provisions of disqualification, we shall intimate IHMCL of the same immediately.
 - d) We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the contract is not awarded to us or our Proposal is not opened.
 - e) We undertake that none of the hardware/software/other component being proposed by us infringes on any patent or intellectual property rights as per the applicable laws.
 - f) I/We confirm that we are operating in the field of Software development/IT Solutions for at least five (5) years as on 31 March 2022.
 - g) **I/We have not been declared ineligible** by IHMCL, NHAI or Ministry of Road Transport & Highways, Government of India or any other agency for indulging in corrupt or fraudulent practices. I/We also confirm that I/We have not been *declared as non-performing or debarred* by NHAI or Ministry of Road Transport & Highways, Government of India.
 - h) **I/We haven't been blacklisted by a Central/ State Government institution/ Public Sector Undertaking/ Autonomous body** and there has been *no litigation* with any Government Department/ PSU/ Autonomous body on account of similar services.
5. I/We declare that our bid is valid for 180 days.

Name

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

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

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

(To be prepared on letterhead of the Applicant)

Subject: Selection of _____

1. Bidder Details

- a. Name of Applicant:
- b. Year of establishment:
- c. Registered Address:
- d. Constitution of the Applicant entity e.g. Government enterprise, private limited company, limited company, etc.
- e. UTR No. – Document Fee

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

- (a) Authorized Person with Complete postal address:
- (b) Fixed telephone number
- (c) Mobile number
- (d) E-mail address

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

4. Applicant details

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

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

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

5. Financial details/projects meeting the qualifying criteria

Name

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

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

7.3. Annexure 3: Undertaking

Subject: Selection of Bidder for _____

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

(Signed by an Authorized Officer of the bidder)

Title of Officer

Name of bidder

DATE

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

7.4. Annexure 4: Bidder's Annual Turnover

RFP Ref _____

(Date)

From,
(Name & Address of the Bidder)

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

Subject: -----

Dear Sir/Madam,

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

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

Or

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

And

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

Yours Sincerely,

(Signature of Statutory Auditor/CA)

Name of the Statutory Auditor/CA:

Name of the Statutory Auditor/VA Firm:

Seal:

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

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

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

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

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

POWER OF ATTORNEY ON THIS DAY OF, 2023

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

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

*required the same should be under common seal affixed in accordance with the required procedure. **The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be registered or duly notarized by a notary public.***

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

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

7.6. Annexure 6: Power of Attorney for Lead member

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

Power of Attorney

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

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

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

NOW THIS POWER OF ATTORNEY WITNESSETH THAT;

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

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

Dated this theDay of2023

.....

(Executants)

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

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

Notes:

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

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

7.7. Annexure 7: Format for Performance Bank Guarantee

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

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

” (hereinafter called the “Contract”).

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

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

3. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider up to a total of `/- (Rupees) only, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of `/- as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

5. We further agree that no change or addition to or other modification of the terms of the service provider or of the works to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

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:

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

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.

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

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

The details of projects executed by the Bidder:

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

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

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

Signature & Seal:

Name:

Designation:

Bidding entity's name

Address:

Date:

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

**7.9. Annexure 9: Format for Submission of Bank Guarantee for Earnest Money Deposit
(EMD)**

B.G. No.

Dated:

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

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

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

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

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

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

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

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

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

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

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

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

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

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

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

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

(Signature of the Authorized Signatory)

(Official Seal)

Name:

Date :

Designation:

Employee Code Number:

Telephone Number:

Name of issuing bank branch _____

Address _____

Telephone number _____

E-mail: _____

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

Name of bank branch at New Delhi _____

Address _____

Telephone number _____

E-mail: _____

Name of controlling bank branch _____

Address _____

Telephone number _____

E-mail: _____

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

A/c Holder Name = Indian Highways Management Company Limited

Bank Name = Canara Bank

A/c No. = 8598201006217

IFSC = CNRB0008598

Branch = Delhi NHAI Dwarka Branch New Delhi-110075

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

7.10. Annexure 10: Consortium Agreement

DRAFT MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

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

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] 2022 at [Place] among _____ (hereinafter referred to as "_____") and having office at [Address], India, as Party of the First Part and _____ (hereinafter referred to as "_____") and having office at [Address], as Party of the Second Part and _____ (hereinafter referred to as "_____") and having office at [Address], as Party of the Third Part.

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

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

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

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

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:
 - a. Submit a response jointly to Bid for the "**Request for Proposal _____**" as a Consortium.
 - b. Sign Contract in case of award.
 - c. Provide and perform the supplies and services which would be ordered by the Purchaser pursuant to the Contract.
- ii. This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Purchaser for "**Request for Proposal for _____**" for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

- iii. The Parties shall be jointly and severally responsible and bound towards the Purchaser for the performance of the works in accordance with the terms and conditions of the BID document, and Contract.

- iv. ----- (Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:
 - a. To ensure the technical, commercial and administrative co-ordination of the work package
 - b. To lead the contract negotiations of the work package with IHMCL.
 - c. The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
 - d. In case of an award, act as channel of communication between the Purchaser and the Parties to execute the Contract

- v. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.

- vi. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A: _____

Party B: _____

- vii. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.

- viii. That this MoU shall be governed in accordance with the laws of India and courts in Maharashtra shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

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

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

Witness:

i. _____

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

ii. _____

7.11. Annexure 11: Format for Financial Proposal

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

Only cells having yellow color to be filled by bidder	
Name of the RFP: Request for proposal (RFP) for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System (PCMS) – 2nd Call (RFP Reference – IHMCL/PCMS/2022/02)	
Name of Bidder:	
Bid Invitation Date:	

Sl.#	Particulars	Quantity (A)	Unit	Time Period (in quarters) (B)	Unit Rate (in Rs.) Excluding GST (C)	Amount (in Rs.) excluding GST D = A * B * C (for SI # 1) AND D = A * C (for SI. # 2)
1	Satellite Map based Plaza Congestion Monitoring System – Per toll plaza Quarterly Operations & Maintenance cost for Plaza Congestion Monitoring System (PCMS) Software	300	Toll Plaza	8		-
2	One-time Integration cost with any other application viz. My FASTag App or any other application – Bidder to quote integration cost for one application	1	Lumpsum	NA		-
Total Cost, excluding GST						-

Note:

- The actual number of toll plazas as above may increase or decrease during project implementation. The payment shall be made on a pro-rata basis.**
- For S. No. 1: Bidder to quote rate proposing a solution which captures traffic on all lanes at the fee plaza.**

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

Bidder Need to fill ONLY the yellow cells

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

7.12. Annexure 12: Details of resources proposed

Summary of resources proposed

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

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

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

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

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

1	Name:	
8.	Detailed Tasks Assigned	(List all tasks to be performed under this project)
9.	Relevant Work Undertaken that Best Illustrates the experience as required for the Role)	
Project 1		
Name of assignment		
Year		
Location		
Employer		
Main project features		
Position held		
Activities performed		
Project 2		
Name of assignment		
Year		
Location		
Employer		
Main project features		
Position held		
Activities performed		

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

7.13. Annexure 13: Indicative List of Fee Plazas

S. No.	Fee Plaza Name	RO	PIU
1	Devanahalli Toll Plaza	Bangalore	Bangalore
2	Bhagan Toll Plaza	Chandigarh	Sonepat
3	Plaza 1 @ Km 14+825	Bangalore	Bangalore
4	Badarpur Faridabad Toll plaza	Delhi	Mathura
5	Kherki Daula Toll Plaza	Delhi	Gurgaon
6	L&T PANIPAT	Chandigarh	Ambala
7	Gharonda Toll Plaza	Chandigarh	Ambala
8	Chhajarsi	Delhi	Ghaziabad
9	Hoskote Toll Plaza	Bangalore	Bangalore
10	Attibele Toll Plaza	Bangalore	Ramanagara
11	ELECTRONIC CITY Phase 1	Bangalore	Ramanagara
12	L&T Vadodra	Gandhinagar	Bharuch
13	Khed-Shivapur Toll Plaza	Mumbai	Pune
14	Chandimandir Toll Plaza	Chandigarh	Chandigarh
15	Sambhu Toll Plaza	Chandigarh	Ambala
16	Paranur	Chennai	Chengalpattu
17	Paliyekkara Toll plaza	Kerala	Palakkad
18	Ladowal Toll Plaza	Chandigarh	Ambala
19	Kulumapalya toll plaza	Bangalore	Chitradurga
20	Mandva Toll Plaza (Narmada Bridge)	Gandhinagar	Bharuch
21	Krishnagiri Plaza	Chennai	Krishnagiri
22	Jaladhulagori toll plaza	Kolkata	Kolkata
23	Sivaya Toll Plaza	Lucknow - West	Meerut
24	Brijghat Toll Plaza	Lucknow - West	Moradabad
25	IRB Choryasi	Gandhinagar	Bharuch
26	Ambala Chandigarh	Chandigarh	Chandigarh
27	Pantangi	Hyderabad	Hyderabad
28	Kaza Toll Plaza Mangalgiri	Vijayawada	Amravati - BZA
29	Gadpuri Toll Plaza	Delhi	Mathura
30	Behrampur	Chandigarh	Chandigarh
31	Raikal Toll Plaza	Hyderabad	Hyderabad
32	IRB Boriach	Gandhinagar	Surat
33	Rajchandrapur Toll Plaza	Kolkata	Kolkata
34	Chhapar	Lucknow - West	Roorkee
35	Athur	Chennai	Chengalpattu
36	Jaipur Plaza	Jaipur	Jaipur
37	Khaniwade Toll Plaza	Gandhinagar	Thane
38	Anewadi Toll Plaza	Mumbai	Pune
39	Bhadarabad	Dehradun	Roorkee
40	Chokkenahalli toll plaza	Bangalore	Chitradurga
41	IRB Charoti	Gandhinagar	Surat

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

S. No.	Fee Plaza Name	RO	PIU
42	Kishangarh Plaza	Jaipur	Jaipur
43	Vijayamangalam Toll Plaza	Chennai	Salem
44	Shahjahanpur Toll Plaza	Jaipur	Jaipur
45	IVRCL Chengapally Tollways Limited	Chennai	Coimbatore
46	Nallur Toll Plaza	Chennai	Chennai
47	Vanagaram Toll Plaza	Chennai	Chennai
48	Omalur Toll Plaza	Chennai	Salem
49	IRB Bhagwada	Gandhinagar	Thane
50	Barajore toll plaza	Lucknow - West	Kanpur
51	SriPerumbadur	Chennai	Kancheepuram
52	Karman Toll Plaza	Delhi	Mathura
53	Vikkravandi Toll Plaza	Chennai	Vellupuram
54	L&T Krishnagiri Thopur Toll Plaza	Chennai	Salem
55	Joya Toll Plaza	Lucknow - West	Moradabad
56	Guduru Toll Plaza	Hyderabad	Warangal
57	Kashi Plaza DME KM 5823	Delhi	Ghaziabad
58	TASAWADE TOLL PLAZA	Mumbai	Kolhapur
59	Sengurichi Toll Plaza	Madurai	Trichy
60	Chennasamaduram	Chennai	Kancheepuram
61	Nawabganj Toll Plaza	Lucknow - East	Lucknow
62	Dankuni	Kolkata	Kolkata
63	Tatiawas Toll Plaza	Jaipur	Reengus
64	Vaiguntham Toll Plaza	Chennai	Salem
65	Niyamatpur Ekrotiya Toll Plaza	Lucknow - West	Moradabad
66	Karjeevanhally Toll Plaza	Bangalore	Chitradurga
67	Mahuvan Toll Plaza	Delhi	Mathura
68	Manoharpura Toll plaza	Jaipur	Jaipur
69	Palsit	Kolkata	Durgapur
70	Ghamroj Sohna Road Toll Plaza	Delhi	Rewari
71	Kalaparru	Vijayawada	Vijayawada
72	Lacchiwala	Dehradun	Vasant Vihar
73	Kini Toll Plaza	Mumbai	Kolhapur
74	Koralaphad	Hyderabad	Hyderabad
75	Paniyankara Toll Plaza	Kerala	Palakkad
76	Kumbalam Toll Plaza	Kerala	Cochin/Kochi
77	Nellore Plaza (NH- 16), (old NH-5)	Vijayawada	Nellore
78	Guilalu Toll Plaza	Bangalore	Chitradurga
79	Pottipadu	Vijayawada	Vijayawada
80	Gegal	Jaipur	Ajmer
81	Samayapuram Toll Plaza	Madurai	Trichy
82	Nelamangala Toll Plaza	Bangalore	Hasan
83	Tangatur Toll Plaza	Vijayawada	Nellore

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

S. No.	Fee Plaza Name	RO	PIU
84	Kumhari	Raipur	Raipur
85	Baswant Toll Plaza	Mumbai	Nashik
86	Banskopa Plaza	Kolkata	Durgapur
87	Sakapur Toll plaza	Hyderabad	Hyderabad
88	Manguli Toll Plaza	Bhubaneswar	Bhubaneswar
89	Pallikonda Toll Plaza	Chennai	Krishnagiri
90	Vasad	Gandhinagar	Ahmedabad
91	Kozhinjipatti Plaza	Madurai	Madurai
92	PamPamPallam Toll Plaza	Kerala	Palakkad
93	Rajadhok Toll Plaza	Jaipur	Dausa
94	Thirumandurai Toll Plaza	Madurai	Trichy
95	Ronahi Toll Plaza	Lucknow - East	Lucknow
96	Kappalur	Madurai	Madurai
97	Surapattu Toll Plaza	Chennai	Chennai
98	Daffi Toll Plaza	Patna	Sasaram
99	Sawaleshwar Toll Plaza	Mumbai	Solapur
100	Dhareri Jattan	Chandigarh	Chandigarh
101	Azizpur	Chandigarh	Chandigarh
102	Pullur	Hyderabad	Hyderabad
103	Daulatpura Toll Plaza	Jaipur	Jaipur
104	Arjunalli toll plaza	Mumbai	Nashik
105	Debra toll plaza	Kolkata	Kolkata
106	Kognoli	Bangalore	Dharwad
107	Itaunja Toll Plaza	Lucknow - East	Lucknow
108	Rohad	Chandigarh	Sonepat
109	Hattargi	Bangalore	Dharwad
110	Kamkole	Bangalore	Gulbarga
111	Mettupatti Plaza	Chennai	Salem
112	Budhanam Plaza (NH- 16),(old NH-5)	Vijayawada	Nellore
113	Dhilwan	Chandigarh	Amritsar
114	Ghoti toll plaza	Mumbai	Nashik
115	Sanwara Toll Plaza	Shimla	Shimla
116	Ahmadpur Toll Plaza	Lucknow - East	Lucknow
117	Choundha	Bhopal	Gwalior
118	Vempadu	Vijayawada	Rajahmundry
119	DidarGanj	Patna	Patna
120	IDTL Toll Plaza-A	Bhopal	Indore
121	Akhepura	Jaipur	Reengus
122	MilkMajra	Chandigarh	Chandigarh
123	Manoharabad	Hyderabad	Nirmal
124	Musunur Toll Plaza	Vijayawada	Nellore
125	SONWAY Toll Plaza	Bhopal	Indore

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

S. No.	Fee Plaza Name	RO	PIU
126	Tundla Toll Plaza	Lucknow - West	Agra
127	Patas Plaza	Mumbai	Pune
128	Mathni	Nagpur	Nagpur
129	Songir	Nagpur	Dhule
130	Agnampadi	Vijayawada	Vishakhapatnam
131	Khalghat Toll Plaza	Bhopal	Indore
132	Vadodara Toll Plaza	Gandhinagar	Ahmedabad
133	LUHARLI Toll plaza	Lucknow - West	Aligarh
134	Sardewadi Plaza	Mumbai	Pune
135	Sayyad Mazra	Dehradun	Roorkee
136	Keesara Plaza (NH-65), (old NH-9)	Vijayawada	Vijayawada
137	Sarsawa Toll Plaza	Dehradun	Roorkee
138	Lambiya Kalan	Jaipur	Chittorgarh
139	Sikandra Toll Plaza	Jaipur	Dausa
140	Jojo Ka Kheda Toll Plaza	Jaipur	Chittorgarh
141	Krishnavaram	Vijayawada	Rajahmundry
142	JATL Nijjerpura	Chandigarh	Amritsar
143	Bellur Toll Plaza	Bangalore	Hasan
144	Mohania Toll Plaza	Patna	Sasaram
145	Anantram Toll Plaza	Lucknow - West	Kanpur
146	Bann Toll Plaza	Jammu	Udhampur
147	Kachkoot	Jammu	Srinagar
148	Chollang Toll Plaza	Chandigarh	Jalandhar
149	Thiriya Khetal Toll Plaza	Lucknow - West	Moradabad
150	Sasaram Toll Plaza	Patna	Sasaram
151	Indalwai	Hyderabad	Nirmal
152	Mayar Toll Plaza	Chandigarh	Hisar
153	Baretha or Jajau	Bhopal	Gwalior
154	Hejamadi Toll Plaza	Bangalore	Mangalore
155	Khedi	Jaipur	Ajmer
156	Faridpur Toll Plaza	Lucknow - West	Bareilly
157	Hitnal	Bangalore	Hospet
158	Bhiknoor Toll Plaza	Hyderabad	Nirmal
159	Gadanki	Vijayawada	Tirupati
160	Pipalaz	Jaipur	Ajmer
161	Vaniyambadi Toll Plaza	Chennai	Krishnagiri
162	Laling toll plaza	Mumbai	Nashik
163	Chillakallu	Hyderabad	Hyderabad
164	Khairabad Toll Plaza	Lucknow - East	Lucknow
165	Valvanthantottai	Madurai	Thanjavur
166	Ludhwai Toll Plaza	Jaipur	Dausa
167	Chaukadi Toll Plaza	Lucknow - East	Gorakhpur

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

S. No.	Fee Plaza Name	RO	PIU
168	Bollapalli Toll Plaza	Vijayawada	Nellore
169	Mulbagal Toll Plaza	Bangalore	Bangalore
170	Mathur Toll Plaza	Chennai	Chennai
171	HAZARIBAGH-RANCHI EXPRESSWAY (Pundag)	Ranchi	Hazaribagh
172	Nathakkarai Plaza	Chennai	Salem
173	Tarapoungi plaza	Raipur	Raipur
174	Mahasamudram	Vijayawada	Tirupati
175	Varwade Toll Plaza	Mumbai	Solapur
176	Bagepalli Toll Plaza	Bangalore	Bangalore
177	Tamalwadi Toll Plaza	Mumbai	Solapur
178	Narayanpura Toll Plaza	Jaipur	Udaipur
179	Sonapetya	Kolkata	Kolkata
180	Hirebgewadi toll plaza	Bangalore	Dharwad
181	Kadabhalli (Kirasave) Toll Plaza	Bangalore	Hasan
182	Saidpur Patedha	Patna	Chhapra
183	Barkheda Toll Plaza	Jaipur	Jaipur
184	VeeraValli	Vijayawada	Rajahmundry
185	Vishankheda	Bhopal	Bhopal
186	Bhagada Narayanpur Toll Plaza	Bhubaneswar	Balasore
187	Khandi Obri Toll Plaza	Jaipur	Udaipur
188	Amoli Toll Plaza	Jaipur	Dausa
189	Hebbalu	Bangalore	Chitradurga
190	Chittampatti	Madurai	Trichy
191	Thandikhui Toll Plaza	Jammu	Jammu
192	Dolhu Nallah Fee Plaza	Shimla	Mandi
193	Gazole Toll Plaza	Kolkata	Malda
194	Saini Majra Toll Plaza	Chandigarh	Ambala
195	Hiwargaon pavasa	Mumbai	Pune
196	Padalshingi TP	Nagpur	Aurangabad
197	Komalla	Hyderabad	Warangal
198	Bachhwan	Chandigarh	Jalandhar
199	Nathavalasa	Vijayawada	Vishakhapatnam
200	Panchvati Colony(Vishakapatnam Port Connectivity)	Vijayawada	Vishakhapatnam
201	18th Mile Toll Plaza	Kolkata	Malda
202	Shantigrama Toll Plaza	Bangalore	Hasan
203	Badauri Toll Plaza	Lucknow - West	Kanpur
204	Main Plaza Village Jakhauli	Delhi	EPE
205	Dakhina Shekpur Toll Plaza	Lucknow - East	Lucknow
206	Rasampalayam Plaza	Chennai	Salem
207	BORKHEDI TOLL PLAZA	Nagpur	Nagpur
208	Madina Toll Plaza	Chandigarh	Hisar

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

S. No.	Fee Plaza Name	RO	PIU
209	NAGPUR BYPASS CHECK TOLL PLAZA	Nagpur	Nagpur
210	Kathpur Toll Plaza	Gandhinagar	Ahmedabad
211	Kaithi	Lucknow - East	Varanasi
212	Chalakhwadi toll plaza	Mumbai	Pune
213	Takoli toll plaza	Shimla	Mandi
214	Chalageri	Bangalore	Chitradurga
215	Chandwad toll plaza	Mumbai	Nashik
216	Bankapur	Bangalore	Dharwad
217	Lakholi Toll Plaza	Raipur	Raipur
218	Sheshagirihalli Toll Plaza	Bangalore	Ramanagara
219	Madanpur Toll Plaza	Guwahati	Guwahati
220	Samakhiali	Gandhinagar	Palanpur
221	Landhari Toll Plaza	Chandigarh	Hisar
222	Jaloli Fee Plaza	Chandigarh	Chandigarh
223	Kheda	Gandhinagar	Ahmedabad
224	Jamli Toll Plaza	Bhopal	Indore
225	Behram	Chandigarh	Jalandhar
226	Panikauri	Kolkata	Siliguri
227	Rasoolpur	Delhi	Ghaziabad
228	Harsa Mansar Toll Plaza	Chandigarh	Jalandhar
229	Bhojpuri Toll Plaza	Raipur	Bilaspur
230	Chandermore Plaza	Kolkata	Malda
231	Saukala Toll Plaza	Patna	Sasaram
232	Bhagwanpur	Dehradun	Roorkee
233	Marur toll plaza	Vijayawada	Anantpur
234	Boothakudi	Madurai	Trichy
235	Kaniminike Toll Plaza	Bangalore	Ramanagara
236	SERGARH TOLL PLAZA	Bhubaneswar	Balasore
237	SEMRI Toll Plaza	Lucknow - West	Jhansi
238	Sahahpur	Lucknow - East	Lucknow
239	AIT Toll Plaza	Lucknow - West	Jhansi
240	Lakhanpur	Jammu	Jammu
241	Pondicherry Tindivanam Toll Plaza	Chennai	Vellupuram
242	Nanguneri	Madurai	Madurai
243	Muzaina Hetim Toll Plaza	Lucknow - East	Gorakhpur
244	Hauj Fee Plaza	varanasi	Mirzapur
245	Rojwas	Bhopal	Indore
246	Kasepalli toll plaza	Vijayawada	Anantpur
247	Pipili	Bhubaneswar	Bhubaneswar
248	Manavasi Plaza	Chennai	Karur
249	Nannur	Vijayawada	Kadapa
250	Sullurpet Plaza (NH- 16), (old NH-5)	Vijayawada	Nellore

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

S. No.	Fee Plaza Name	RO	PIU
251	Madapam	Vijayawada	Vishakhapatnam
252	Dasana	Delhi	EPE
253	Rasoiya Dhamna Toll Plaza	Ranchi	Hazaribagh
254	Lalanagar Toll Plaza	Lucknow - East	Prayagraj
255	Nangli Toll Plaza	Bangalore	Bangalore
256	Chamari Toll Plaza	Lucknow - West	Kanpur
257	Sasthan Toll Plaza	Bangalore	Mangalore
258	Gondkhairi Plaza	Nagpur	Amravati - NGP
259	Thakurtolla toll plaza	Raipur	Raipur
260	Nandgaon Toll Plaza	Nagpur	Amravati - NGP
261	Elliyarpathy	Madurai	Tuticorin
262	Amakthadu toll plaza	Vijayawada	Anantpur
263	Veeracholapuram Plaza	Chennai	Salem
264	Pagara Toll Plaza	Bhopal	Bhopal
265	LADPALWAN TOLL PLAZA	Chandigarh	Amritsar
266	Shirpur	Nagpur	Dhule
267	Shibpur Plaza	Kolkata	Malda
268	WARYAM NANGAL TOLL PLAZA	Chandigarh	Amritsar
269	Mandal Toll Plaza	Gandhinagar	Surat
270	Gamjal	Hyderabad	Nirmal
271	Bhatia Toll Plaza	Gandhinagar	Surat
272	Mehra	Bhopal	Gwalior
273	Mandawnagar Toll Plaza	Lucknow - East	Gorakhpur
274	Mangalgi	Bangalore	Gulbarga
275	Maliwadi TP	Nagpur	Aurangabad
276	Surajbari Toll Plaza	Gandhinagar	Palanpur
277	Bharudi Toll Plaza	Gandhinagar	Rajkot
278	Bhatwada Toll Plaza	Gandhinagar	Godhra
279	Paschim Madati	Kolkata	Jalpaiguri
280	Gudipada or Gangapada Toll Plaza	Bhubaneswar	Dhenkanal
281	Deoria Toll Plaza	Dehradun	Rudrapur
282	BHAGOMAJRA TOLL PLAZA	Chandigarh	Chandigarh
283	Purankhedi Toll Plaza	Bhopal	Gwalior
284	Aliyapur Toll Plaza	Lucknow - West	Kanpur
285	UNDVARIYA TOLL PLAZA	Gandhinagar	Palanpur
286	Dumpalagattu Paatimeeda Palli	Vijayawada	Kadapa
287	Davaluru	Vijayawada	Vijayawada
288	Negadiya Toll Plaza	Jaipur	Udaipur
289	Nazirakhet	Guwahati	Guwahati
290	Talapady Toll Plaza	Bangalore	Mangalore
291	Barai Toll Plaza	Kolkata	Malda
292	Pata Toll Plaza	Ranchi	Jamsedhpur

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

S. No.	Fee Plaza Name	RO	PIU
293	K N Huindy	Bangalore	Ramanagara
294	Etturvattam	Madurai	Madurai
295	IDTL Toll Plaza-B	Bhopal	Indore
296	Bara Toll Plaza	Lucknow - East	Lucknow
297	Balibhasa	Kolkata	Kharagpur
298	Durg Bypass	Raipur	Raipur
299	Shahapur	Bangalore	Hospet
300	Katoghan Toll Plaza	Lucknow - West	Kanpur

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

7.14. Annexure 14: Summary of Project Experience Submitted by Bidder

Name of Bidder - _____

Sl. No.	Name of Project	Client Name	Contract Value of Project (in Rs. Cr)	Start Date of Work	Completion Date of Work	Status (Completed/Ongoing)	Reference for Documentary Evidence to the Technical Proposal/Bid Submitted (Page no., Document name)
For Experience TQ - Refer Clause 3.21.3, S. No. 2.1							
For Experience PQ - Refer Clause 3.2.1 S. No. 4							

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

7.15. Annexure 15: 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.

RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System – 2nd Call

7.16. Annexure 16: Change Control Note (CCN)

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

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

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

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

7.17. Annexure 17: Bid Securing Declaration Form

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

Date: _____ RFP Ref. _____

To,

COO,

IHMCL

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

**RFP for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of
Plaza Congestion Monitoring System – 2nd Call**

**7.18. Annexure 18: Undertaking by Sole Bidder/Lead Member of the Consortium, in case
of a Consortium**

Ref: Approach & Methodology Marking criteria (Clause 3.21.3 SI # 3)

Marking Criteria	Submission by bidder (Yes/No)
3.1 Whether the mapping API of the proposed solution is used in any commercial application in India?	
3.2 Whether the proposed solution has been used in any other commercial application in India?	
3.3 Whether the maps etc. are clear for use in India by the concerned statutory authorities (NRSC/ Department of Space/ ISRO etc.)?	
3.4 Whether the solution is capable of detecting vehicular congestion up to 300 meters from the point of constriction?	
3.5 Whether the solution is capable of determining average speed of vehicles moving within a range of 300 meters from the toll plaza?	
3.6 Whether the solution is capable of determining stoppage time of vehicles at the toll plaza and predicting potential congestion based on incoming flow of vehicles?	
3.7 Whether the vendor proposes to provision a failsafe Internet connectivity at the plaza at his or her own cost to maintain real time updates to the congestion data?	
3.8 In case of the system reporting congestion, whether there is a back-up protocol for determining whether the congestion really exists?	
3.9 Whether the vendor proposes to provision additional electrical power at the plaza at his or her own cost to ensure the availability of the camera feed/ sensor/ other input data?	
3.10 Whether the proposed solution allows for export of data in real time (see definition) to platforms such as MyFASTag or Sukhad Yatra, 1033?	