

Setting up & Operation of Command and Control Centre at NHAI-HQ

Request for Proposal (RFP)



RFP No. NHAI/IT/CCC/2018
National Highways Authority of India
G-5&6, Sector-10, Dwarka,
New Delhi-110075

Disclaimer

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

This RFP document is not an agreement and is neither an offer nor invitation by NHAI to the prospective Bidders or any other person. The purpose of this RFP document is to provide interested parties with information that may be useful to them in making their technical/ financial offers (“Bid(s)”) pursuant to this RFP document. This RFP document includes statements, which reflect various assumptions and assessments arrived at by NHAI in relation to the Project. Such assumptions, assessments, and statements do not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for NHAI, its employees or advisors to consider the investment objectives, financial situation, and particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document, may not be complete, accurate, adequate or correct. Each Bidder 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 document and obtain independent advice from appropriate sources.

Information provided in this RFP document to the Bidder(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. NHAI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

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

The issue of this RFP document does not imply that NHAI is bound to select a Bidder or to appoint the Successful Bidder for the Project and NHAI reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all their costs associated with or relating to the preparation and submission of their Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by NHAI or any other costs incurred in connection with or relating to Bid. All such costs and expenses will remain with the Bidder and NHAI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the bidding process.

Document Composition

This RFP Documents comprises for following parts.

- | | |
|----------|------------------------------------|
| Part-I | Instructions to Bidders |
| Part-II | Terms of Reference |
| Part-III | Formats for Bid Submission |
| Part-IV | Draft Format of Contract Agreement |

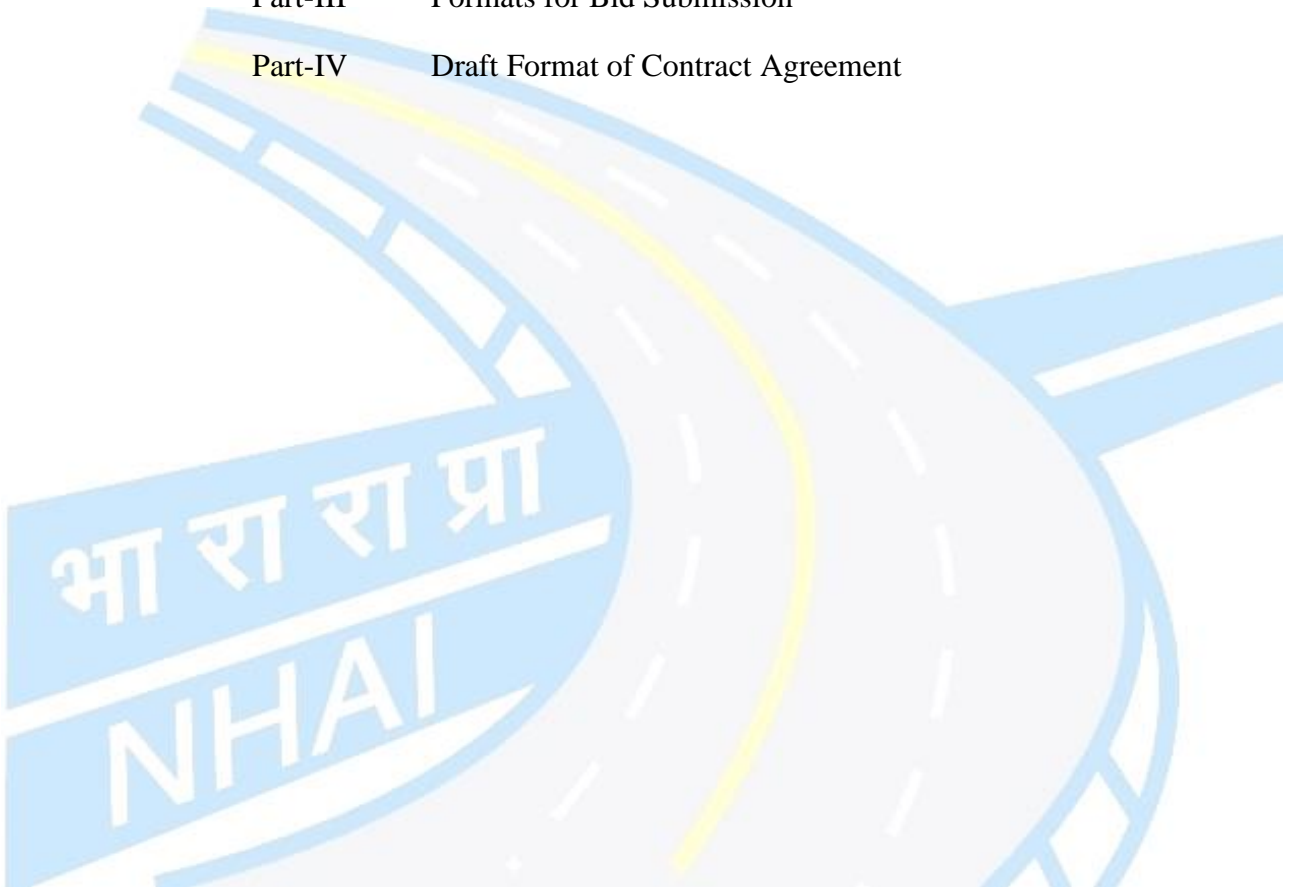


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PART-I
INSTRUCTIONS TO BIDDERS

NOTICE INVITING TENDER

(National Competitive Bidding through e-Tendering mode only)
RFP No. NHAI/IT/CCC/2017 dated 01/12/2017

National Highways Authority of India (Hereinafter referred to as “Authority” or “NHAI”) intends to engage a Service Provider for Setting up & Operation of Command and Control Centre at NHAI-HQ.

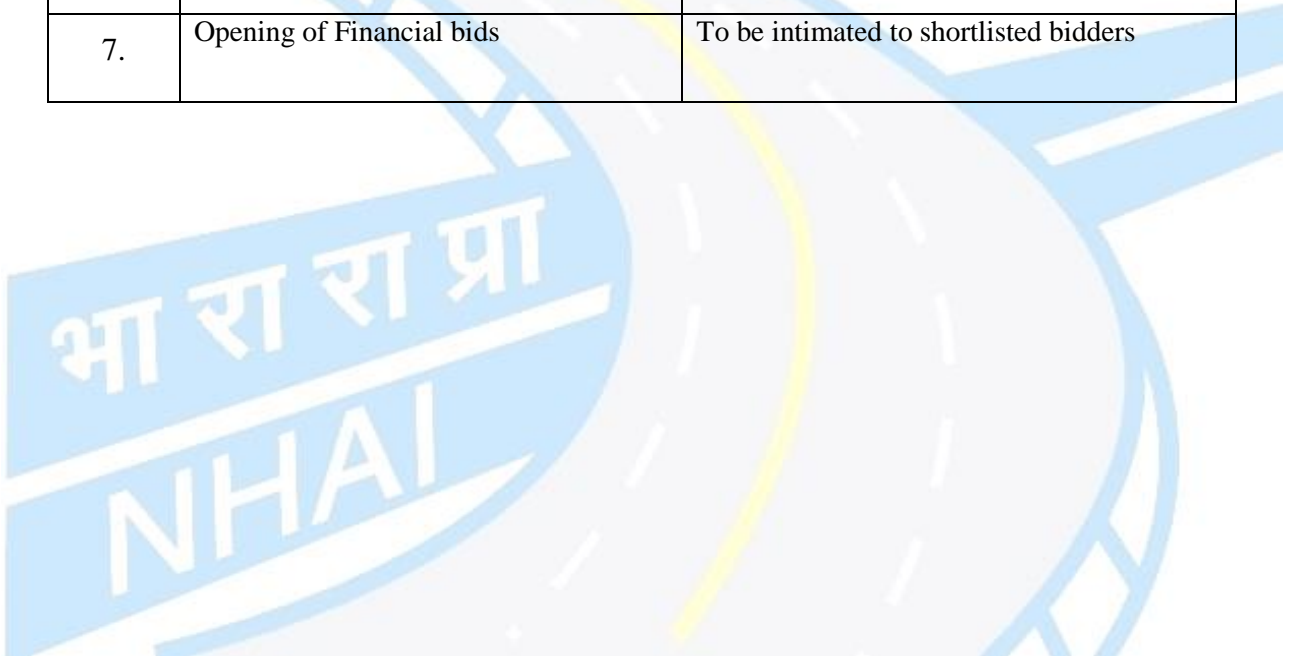
2. The project shall be a complete turnkey solution with provision of skilled resources for operations and shall be offered to NHAI as “**Infrastructure as service model**” The period of engagement shall initially be **five years inclusive of project implementation period**. This may be extended, at the sole discretion of NHAI, for another two years subject to satisfactory services and continued requirement of NHAI.

3. The e-Bids shall be submitted latest by **30/10/2018 before 11:00 Hrs (the bid due date)**. Bid shall be valid for 120 days w.e.f. bid due date. Detailed RFP document may be seen/ downloaded from NHAI website www.nhai.org / e-tender portal: <https://etenders.gov.in/eprocure/app>. Amendments/ Corrigendum, if any, will be hosted on the NHAI website only. For any query regarding empanelment, prospective Bidders may contact :

General Manager (IT)
National Highways Authority of India
2nd Floor, MTNL Building,
Sector-19, Dwarka, New Delhi – 110 075
E-mail : palekar@nhai.org, atulgupta@nhai.org

SCHEDULE OF IMPORTANT EVENTS / ACTIVITIES

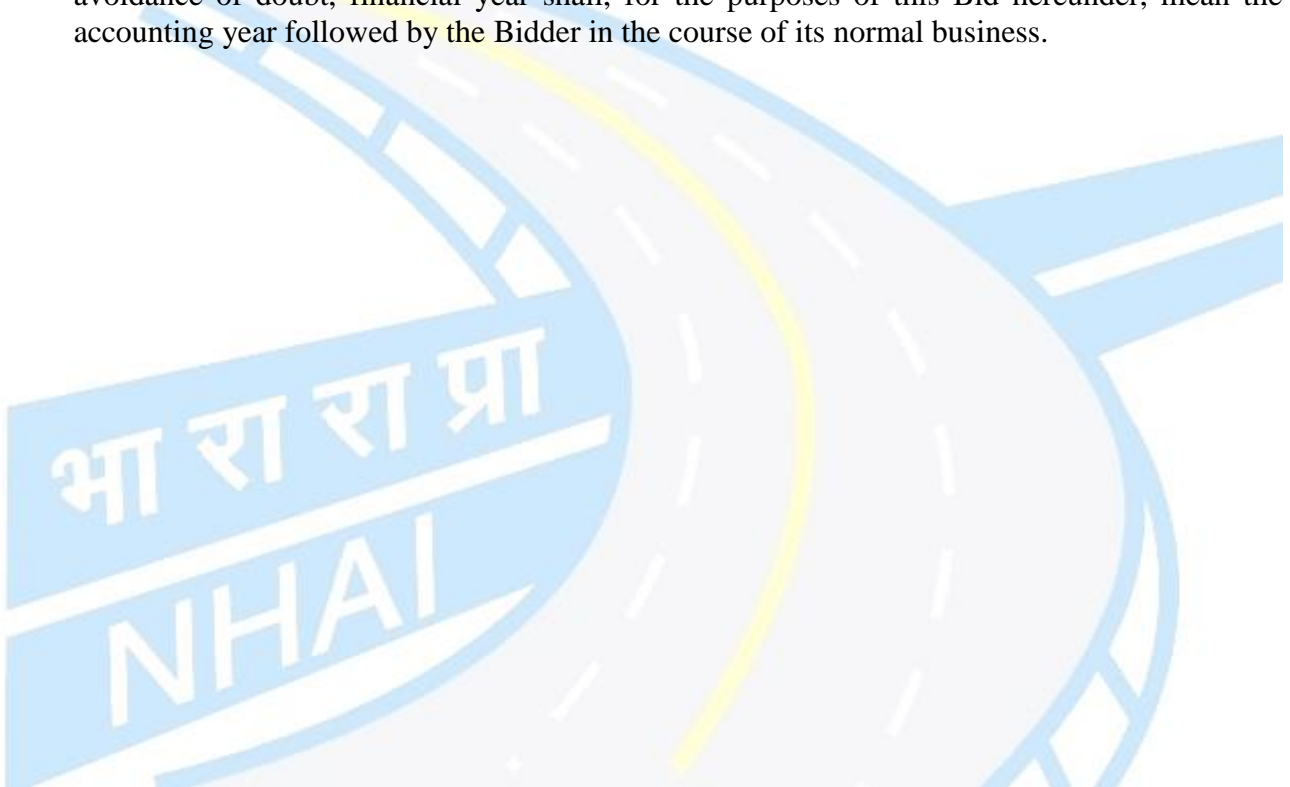
Sl. No.	EVENT(S)	DATE (Unless otherwise notified separately)
1.	Issue of RFP Document	14/09/2018
2.	Last date for submission of queries	26/09/2018 up to 17:00 Hrs.
3.	Pre-bid meeting	27/09/2018 at 11:00 Hrs.
4.	Last date/ time for submission of bids (i.e. Bid due date)	30/10/2018 before 11:00 Hrs.
5.	Physical submission of requisite documents as per RFP	31/10/2018 before 14:30 Hrs.
6.	Opening of Technical bids	31/10/2018 before 15:00 Hrs.
7.	Opening of Financial bids	To be intimated to shortlisted bidders



TENDER APPLICATION FEE, BID SECURITY AND GENERAL TERMS OF BIDDING

- 1.1. Bidder should pay **Tender Application Fee** (non-refundable) **INR 5,000/- (Rupees Five Thousand)** only in the form of Demand Draft/ Banker's Cheque/ Pay order, drawn on a scheduled bank in India and payable to "National Highways Authority of India" at New Delhi.
- 1.2. The **Bid Security** of **INR 20 lakhs (Rupees twenty lakhs only)** shall be furnished in the form of Demand Draft/ Banker's Cheque/ Pay order, drawn on a scheduled bank in India and payable to "**National Highways Authority of India**" at **New Delhi** or the Bidders will have an option to provide Bid Security in the form of bank guarantee as per format prescribed in this document and in such event, the validity period of the bank guarantee, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. NHAI shall not be liable to pay any interest on the Bid Security deposit.
- 1.3. Any bid *not accompanied* by an acceptable Bid Security and / or Tender Application Fee in the prescribed manner shall be summarily rejected.
- 1.4. The Bid Security of all unsuccessful bidders shall be returned without interest normally within 30 days after finalization of the tender process i.e. signing of the Contract Agreement with the successful bidder. The bidder should indicate details of their bank account number for crediting the refund of bid security through ECS (RTGS/NEFT). This information should be provided in the technical bid.
- 1.5. **FORFEITURE OF BID SECURITY:** The Bid Security shall be forfeited and/ or appropriated by NHAI as mutually agreed genuine pre-estimated compensation and as damages payable to NHAI for, *inter-alia*, time, cost and effort of NHAI without prejudice to any other right or remedy that may be available to NHAI under the provisions in the RFP and/or under the Contract, or otherwise, under the following circumstances:
 - (a) If a bidder submits a non-responsive bid:
Subject, however, that in the event of forfeiture and/ or appropriation of bid security occurring due to operation of this sub para, the damage so claimed by NHAI shall be restricted to 5% of the value of bid security.
 - (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; or
 - (c) If the Bid is withdrawn during the intervening period between the bid due date and the expiration of the Bid Validity; or
 - (d) If the bidder tries to influence the evaluation process; or
 - (e) If a Bidder having been notified Successful Bidder by NHAI with the issuance of Letter of Award (LOA) during the bid validity period:
 - (i) Fails or refuses to furnish the Performance Security, in accordance with the conditions of RFP; or
 - (ii) Fails or refuses to execute/sign the Contract within the stipulated time frame.
- 1.6. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually or as a member of a JV/Consortium shall not be entitled to submit another Bid either individually or as a member of any JV/ Consortium, as the case may be.

- 1.7. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 1.8. The Bidding documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 1.8 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 1.9. 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 a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of this Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.



ELIGIBILITY AND PRE-QUALIFICATION CRITERIA

2.1 Bidders fulfilling the criteria listed below will be empanelled:

	Criteria
A	<p data-bbox="260 331 435 365">Firm Details</p> <p data-bbox="260 405 536 439">a) Field of Business:</p> <p data-bbox="260 443 1444 584">The bidder or its 100% owned subsidiary should be in the field of Information Technology / Electronics/ Communication Technology including OEM thereof or System Integrator for at least last 5 years (prior to the date of bid submission). Copy of relevant documents should be submitted in the Technical bid.</p> <p data-bbox="260 613 571 647">b) Registration Status:</p> <p data-bbox="260 651 1444 757">The bidder must be a company incorporated / registered in India under the Companies Act 1956 for at least 5 years (prior to the date of bid submission). Certificate of incorporation / registration must be submitted as documentary proof for the same.</p> <p data-bbox="260 763 312 797">OR</p> <p data-bbox="260 801 1444 943">A wholly owned subsidiary Company registered in India of a Foreign Company having requisite experience. For considering the experience of the Parent Company, the subsidiary Company registered in India should provide an undertaking from their Parent Company confirming thereby:</p> <ul data-bbox="312 947 1444 1052" style="list-style-type: none"><li data-bbox="312 947 1444 1016">(i) Perpetual and unconditional access to expertise, personnel and facilities of the Parent Company to the Indian Company; and<li data-bbox="312 1021 1444 1052">(ii) Sharing of risks and profits of the Indian Company by the Parent Company; <p data-bbox="260 1081 1444 1223">In such case only the experience and the details of the Parent Company will be considered, otherwise the details/ experience of Indian Company only will be considered. Under this concept, there is no involvement of lead bidder; the Indian company (subsidiary) shall be participating as a sole bidder.</p> <p data-bbox="260 1252 496 1285">c) Joint Venture:</p> <p data-bbox="260 1290 1425 1323">A Joint Venture (JV)/ Consortium is permissible subject to fulfilling following conditions:</p> <ul data-bbox="260 1328 1444 1872" style="list-style-type: none"><li data-bbox="260 1328 1190 1361">(i) maximum number of members in the JV or Consortium shall be two;<li data-bbox="260 1366 1201 1400">(ii) the parties in a JV or Consortium shall be jointly and severally liable;<li data-bbox="260 1404 1444 1543">(iii) members of the JV/ Consortium shall nominate one member as the lead member (the “Lead Member”), who shall have at least 50% (fifty per cent) stakes in the JV/ Consortium. The nomination(s) shall be supported by a Power of Attorney, as per the format at Form T-4, signed by all the members of the JV/Consortium.<li data-bbox="260 1547 1267 1581">(iv) Members of the JV / Consortium shall jointly fulfill eligibility conditions;<li data-bbox="260 1585 1444 1655">(v) the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations.<li data-bbox="260 1659 1444 1765">(vi) an individual Bidder cannot at the same time be member of a JV/ Consortium applying RFP. Further, a member of a particular JV/ Consortium cannot be member of any other JV/ Consortium applying for RFP.<li data-bbox="260 1769 1444 1872">(vii) members of the JV/ Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Form T-5 (the “Joint Bidding Agreement”), for the purpose of submitting a Bid. <p data-bbox="260 1912 336 1946">Note:</p> <ul data-bbox="312 1951 1444 2087" style="list-style-type: none"><li data-bbox="312 1951 1444 2020">(i) No change in the constitution of JV/ Consortium will be allowed during the entire period of contract validity.<li data-bbox="312 2024 1444 2087">(ii) In the event of failure of sustenance of JV/ Consortium, the contract shall be cancelled, bid security forfeited and each constituent of JV/ Consortium will be

	Criteria
	<p>debarred for 2 years from any works of NHAI. Further, the contracts awarded, if any, shall be terminated and the performance bank guarantees shall be forfeited by NHAI.</p> <p>(iii)The documentary proof in support of fulfilling the eligibility criteria by the Consortium/ JV, along-with a Joint Bidding Agreement as well as other relevant documents as stipulated in the RFP document shall be submitted as part of the bid.</p> <p>(iv)The Joint Bidding Agreement should clearly describe the responsibility of each partner.</p> <p>d) Turnover: The Bidder should have average annual turnover of INR 10 Crore in last 3 financial years immediately preceding the Bid due date. Certificate from the Statutory Auditor in the prescribed format should be submitted in technical bid.</p> <p>e) Net worth: The Bidder should have positive net worth of at least INR 1 Cr. in financial year immediately preceding the Bid due date. Certificate from the Statutory Auditor in the prescribed format should be submitted in technical bid.</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>In case of a JV/ Consortium, the combined Turnover, networth and experience of those members, who have at least 26% (twenty six per cent) stakes in the JV/ Consortium, should satisfy the conditions of eligibility.</p> <p>Note:</p> <p>(1) The Bids must be accompanied by the Audited Annual Reports of the Bidder (of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the Bid is made.</p> <p>(2) In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided. Accordingly, for meeting the Average Annual Turnover criteria, such financial years for which Audited Annual Reports provided shall be considered and Net worth of the latest Audited Annual Report available shall be considered for the purpose of this RFP.</p> <p>(3) Certificate(s) from its statutory auditors specifying the Annual Turnover during the last 3 financial years and net worth of the Bidder, as at the close of the preceding financial year as per Format T-8 shall be provided in support of their claim.</p>
B	<p>Technical Strength: The Bidder should have experience in establishment / operation of Control Centre in last 5 years.</p>
C	A Bidder blacklisted/ declared ineligible by Ministry of Road Transport & Highways,

Criteria	
	Government of India or its executing agencies like NHAI, NHIDCL etc. shall be ineligible to apply for participating in this RFP. <i>Self-declaration to this effect shall be submitted as part of the Bid.</i>
D	A Bidder determined non-performing or having been terminated any project during last three years by Ministry of Road Transport & Highways, Government of India or its executing agencies like NHAI, NHIDCL etc. will not be eligible to participate in this RFP. <i>Self-declaration to this effect shall be submitted as part of the Bid.</i>
E	The bidder shall possess : (i) ISO 9001 Quality Standard Certification OR (ii) ISO 20000: 2011 for IT Services Management OR (iii) ISO 27001 : 2013 for Information Security Management System
F	The bidder (Lead bidder in case of consortium) should have positive networth as per last audited financial year
G	The bidder (Lead bidder in case of consortium) should be profitable as per last audited financial year
H	The bidder (every member in case of consortium) should not have been blacklisted by any Central / State Govt. Departments or Central / State Public Sector Units (PSUs) in India as on the bid submission date.

2.2 Conflict of Interest:

2.2.1 A Bidder shall not have a conflict of interest that may affect the bidding process (the “**Conflict of Interest**”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NHAI shall forfeit and appropriate 5% of the value of Bid Security as mutually agreed genuine pre-estimated loss and damage likely to be suffered and/ or incurred by the NHAI and not by way of penalty for, *inter alia*, the time, cost and effort of NHAI including consideration of such Bidder’s Bids, without prejudice to any other right or remedy that may be available to NHAI hereunder or otherwise.

2.2.2 NHAI requires that the selected bidder provides professional, objective, and impartial advice and at all times hold NHAI’s interest’s paramount, avoid conflicts with other assignments or its own interests. The selected 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 NHAI.

2.2.3 A Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

- (a) a constituent¹ of Bidder is also a constituent of another Bidder; or
- (b) such Bidder, its member or its associate receives or has received any direct or indirect subsidy or grant from any other Bidder, its member or its associate; or

- (c) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (d) such Bidder, its member or its associates has a relationship with another Bidder, its member or its associates, directly or through common third parties, that puts them in a position to have access to each other's information about the bids, or if they actually share or access each other's information regarding the bids or to influence the bid of either or each of the other Bidder; or
- (e) there is a conflict among this and other assignments of the Bidder (including its member, associates, personnel and subordinates) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Bidder will depend on the circumstances of each case. While providing services to NHAI for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (f) a Company/firm which has been engaged by the Authority to provide goods and/or works and/or services for a project, and its associates, will be disqualified from providing consulting services for the same project and/or associated services, conversely, a firm hired to provide services for the preparation or implementation of a project, and its associates, will be disqualified from subsequently providing goods or works or services related to the same project and/or associated services; or
- (g) Bidders should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Bidders should avoid both actual and perceived conflict of interest; or
- (h) The Bidder, its member or Associate (or any constituent thereof) and any other Bidder, its member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the director in direct shareholding of a Bidder, its member or an Associate thereof (or any shareholder thereof having a shareholding of not more than 25%(twenty five percent) of the paid up and subscribed capital; of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is not more than 25% (Twenty five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956/2013. For the purposes of this Clause 2.2.3, indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is 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; and (bb) subject always to sub-clause (aa) above, 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 (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (i) For purposes of this RFP Document, Associate means, in relation to the bidder, a person who controls, is controlled by, or is under the common control with such bidder. As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

2.2.4 The normal way to identify conflicts of interest is through self-declaration by the Bidder. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of NHAI. All conflicts must be declared as and when the Bidder becomes aware of them.

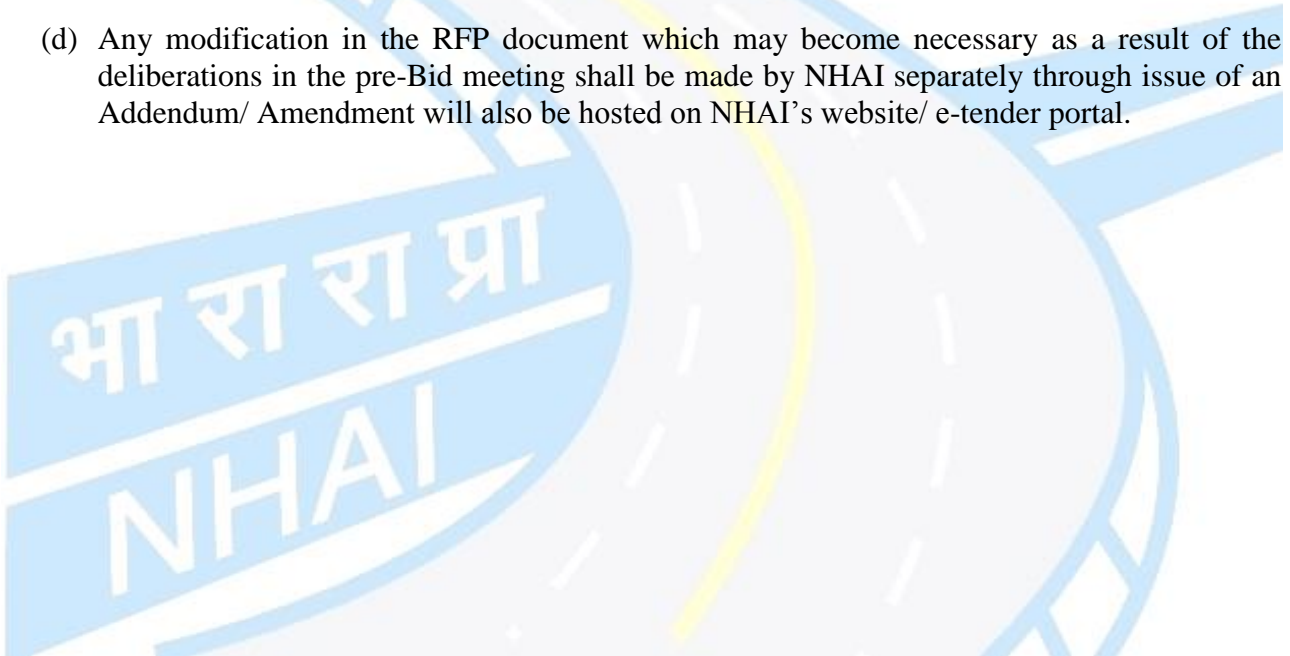


CLARIFICATION REGARDING RFP DOCUMENT

3.1 A prospective Bidder requiring any clarification regarding the RFP may notify NHAI in writing or e-mail at NHAI's address indicated in the invitation to Bid. NHAI will respond to any request for clarification which is received before the pre-Bid meeting.

3.2 PRE-BID MEETING

- (a) The Bidder or his authorized representative is invited to attend a pre-Bid meeting which will take place at NHAI, G - 5 & 6, Sector-10, Dwarka, New Delhi-110075 as mentioned in the Schedule of Events.
- (b) The purpose of the meeting will be to clarify issues and to answer questions on any matter pertaining to this RFP document. All Bidders are requested to go through the RFP document carefully and submit any queries/ clarifications addressed to the General Manager (IT) in the format prescribed in Part III. The Bidder is requested to submit any questions / queries by email in editable doc. (palekar@nhai.org & atulgupta@nhai.org) so as to reach NHAI well before the scheduled meeting.
- (c) Clarifications to the queries will be hosted on NHAI's website/ e-tender portal only.
- (d) Any modification in the RFP document which may become necessary as a result of the deliberations in the pre-Bid meeting shall be made by NHAI separately through issue of an Addendum/ Amendment will also be hosted on NHAI's website/ e-tender portal.



ACCESSING BID DOCUMENTS, PREPARATION AND SUBMISSION OF BID

- 4.1 Detailed RFP document can be viewed / downloaded from NHAI website.
- 4.2 Bidder(s) have to pay (a) the Tender Application Fee (non-refundable); and (b) Bid Security, in the prescribed manner.

4.3 ACCESSING/PURCHASING OF BID DOCUMENTS:

- (i) It is mandatory for all the Bidders to have class-III digital signature certificate (with both Signing and encryption certificate) (in the name of person who will sign the Bid) from any of the licensed Certifying Agency (“CAs”) [Bidders can see the list of licensed CAs from the link www.cca.gov.in] to participate in e-tendering of NHAI.

The Authorized Signatory holding Power of Attorney (POA) or the person executing/delegating such POA, shall only be the Digital Signatory. In other cases, the bid shall be considered non-responsive

- (ii) To participate in the submission of the bid against the RFP, it is mandatory for the Bidders to get themselves registered with the NHAI’s e-tender portal² and to have user ID & password.
- (iii) Following may be noted-
- (a) Registration should be valid at least up to the date of submission of Bid.
 - (b) Bids can be submitted only during the validity of registration with the NHAI’s e-tender portal.
 - (c) The amendments/clarifications to the RFP, if any, will be hosted on the NHAI’s website as well as e-tender portal.
 - (d) If the Bidder is already registered with e-tendering portal of NHAI and validity of registration has not expired, the Bidder is not required to register afresh.
- (iv) For Help, please contact e-tendering Cell and Help Desk Support. Support staff at E-Tendering Help desk shall be available on all week days (Monday to Friday) from 09:30 AM to 6:00 PM except on Gazetted Holidays. Details may be seen on the NHAI website.

4.4 PREPARATION & SUBMISSION OF BIDS:

- (i) Detailed **RFP** may be downloaded from NHAI’S website and / or e-tender portal of NHAI and bid shall be submitted online following the instruction appearing on the screen.
- (ii) The following documents shall be submitted in ORIGINAL to NHAI before the prescribed date & time for submission of Bids.
- a. Tender Application Fee in the manner prescribed.
 - b. Bid Security in the manner prescribed.
 - c. Original Power of Attorney in favour of Authorized Signatory in the Format prescribed in this document.
 - d. if applicable, Power of Attorney for Lead Member of JV/ Consortium in the format prescribed in this document.

² Visit NHAI website to access e-tender portal

e. if applicable, Joint Bidding Agreement for JV/ Consortium in the format prescribed in this document.

(iii) The Technical and Financial bid should be submitted online only in the prescribed format given on the e-tender portal. No other mode of submission is accepted.

4.5 **Bid Validity:** The bid should remain valid for a period of 120 calendar days from the bid due date. NHAI will make its best efforts to complete the evaluation process and work award within the bid validity period. Under exceptional circumstances, prior to expiry of the bid validity, NHAI may request bidder to extend the bid validity for specified additional period. Such request by NHAI and reply / response from bidder shall be in writing. The bidder(s) not agreeing to such extension will be allowed to withdraw their bids without forfeiture of their bid security.

4.6 **Bid Composition:** The Bid shall comprise the following:

(a) **PART 1 Document in original to be physically submitted at NHAI before prescribed time limits under schedule of important events / activities)**

The Documents as specified in para 4.4(ii) above shall be placed in a sealed envelope. The envelope should bear the following identification:

“RFP for Setting up & Operation of Command and Control Centre at NHAI-HQ.” and addressed to:

ATTN OF: Sh. R.C. Palekar
DESIGNATION: General Manager (Electronics/IT)
ADDRESS: National Highways Authority of India
G 5 & 6 Sector 10, Dwarka, New Delhi
E-MAIL: palekar@nhai.org

The envelope should also bear the bidder’s name & address. If the envelope is not sealed and marked as above, NHAI will assume no responsibility for the misplacement or premature opening of the contents of the envelope and consequent losses, if any, suffered by the Bidder. Such Bids may also be declared non-responsive.

Notes:

- (i) Documents as specified above, if received by NHAI after the prescribed deadline (bid due date) will be returned unopened to the Bidder
- (ii) If any requisite document/ certificate are 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.
- (iii) The Technical Bid shall not include any commercial quote.

(b) **PART 2 (Technical Bid to be uploaded on E-tender portal)**

- i. Technical Bid comprising various formats Form T-1 to Form T-11 prescribed in Part III.
- ii. Stipulated documentary evidence attested by the authorised signatory in support of their claim for fulfilling the prescribed eligibility criteria and an undertaking on the bidder’s letterheads to the fairness of these documents in support of their claim while submitting the Bids
- iii. Undertaking that the bidder has not been determined non-performing or having been terminated any of his project during last three years by Ministry of Road

Transport & Highways, Government of India or its executing agencies like NHAI, NHIDCL etc.

- iv. Undertaking that the bidder has not been blacklisted/declared ineligible by Ministry of Road Transport & Highways, Government of India or its executing agencies like NHAI, NHIDCL etc.
- v. Self-declaration i.r.o. any conflict of interest prescribed under para 2.2 of eligibility criteria;
- vi. Other documents
 - a. Copy of Certificate of Incorporation of Company;
 - b. MoA and AoA of the Company / or other document showing object clause of the firm; and
 - c. Signed copy of Integrity Pact in the prescribed format;
 - d. Any other document providing additional information in respect of technical / financial strength as well as technical experience etc.

(c) PART 3 Financial Bid (In the prescribed format on E-Tender portal of NHAI)

- a. Financial bid shall be submitted online on e-tender portal on the prescribed format which may be downloaded³ well before the bid due date from e-tender portal.
- b. The bid should include all the charges payable in full compliance to the Scope of Work and other terms specified in the RFP document. No additional payments whatsoever are envisaged.
- c. The bid should include all statutory taxes/ levies / surcharge on tax etc. but excluding GST. Any tax, and / or any other levies, if altered in future and payable under the law, the same shall be borne by the bidder.
- d. applicable GST (as applicable on services) shall be reimbursed by NHAI separately on production of proof of payment; and
- e. Bidder should note that Income tax payable by the Bidder is not reimbursable by NHAI. TDS will be applicable on all payments made by NHAI as per applicable law.
- f. In case of any difference in figures and words, the amount mentioned in words will prevail.

4.7 COST OF BIDDING

The Bidder shall be responsible for all the cost associated with the preparation and submission of their Bids including subsequent negotiation, visits to NHAI, project site etc. NHAI shall not be responsible in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

4.8 LANGUAGE OF THE BIDS

The Bid and all communications in relation to or concerning the RFP shall be in **English language**. No supporting document or printed literature shall be submitted with the Bid unless specifically asked for and in case any of the documents are in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretations of the Bid, the original documents attached with the bid or the information incorporated in the bid shall be final and binding.

4.9 MODIFICATION /SUBSTITUTION/ WITHDRAWAL OF BIDS:

- (i) The Bidder may modify, substitute or withdraw its e-bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alternative/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (iii) For modification or e-bid, bidder has to click on Edit Bid Option and resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
- (v) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit e-bid again.

4.10 OPENING & EVALUATION OF BIDS

- (i) Opening and evaluation of bids will be done through online process.
- (ii) The bids will be opened on-line on the due date and time prescribed in the RFP document in the presence of the bidders who choose to attend. The Authority will subsequently examine and evaluate the bids in accordance with the provisions set out.
- (iii) Prior to evaluation of bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP.
- (iv) 'Financial Bid' of non-responsive bidders shall not be opened.
- (v) The Technical bid shall be opened of those bidders only who ensure physical submission of mandatory documents in original in compliance to provision at 4.4 (ii) Part-1.

4.11 To assist in the examination, evaluation, and comparison of Bids, NHAI may, at its discretion, ask any Bidder for clarification of its Bid. The request for clarification and the response shall be in writing or by fax or e-mail, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by NHAI in the evaluation of the Bids.

4.12 Except in case any clarification is asked by NHAI, no Bidder shall contact NHAI on any matter relating to its Bid from the time of the Bid opening to the time the Contract is awarded. If any Bidder wishes to bring additional information to the notice of NHAI, it should do so in writing at the address prescribed in the Notice Inviting Tender.

BID EVALUATION CRITERIA AND SELECTION PROCEDURE

- 5.1 The bids shall be opened on-line by the Evaluation Committee on the date and time prescribed. Prior to evaluation of the bids, NHAI shall determine as to whether each bid is responsive to the requirements of this RFP document. A bid will be declared non-responsive in case:
- (a) If a bidder submits more than one bid against this RFP
 - (b) The physical submissions are incomplete / inadequate to the requirements of the RFP Documents.
 - (c) Bid is submitted without applicable fee(s) and bid security
 - (d) If the Authorized Signatory holding Power of Attorney (POA) or the person executing/delegating such POA and Digital Signatory are not the same
 - (e) If a bidder submits a conditional bid or makes changes in the terms and conditions given in this RFP document
 - (f) Failure to comply with all the requirements of RFP document by a bidder
 - (g) If the bid is not submitted in the formats prescribed in the RFP document
 - (h) 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.
 - (i) If the envelope containing physical submission is not sealed and marked as prescribed in the RFP document
 - (j) A bid valid for a period of time shorter than prescribed in the RFP document
- 5.2 A three-stage procedure shall be adopted for evaluation of the bids.
- 5.3 **Bid Evaluation - First Stage:** The Evaluation Committee shall carry out initial screening of technical bids by examining the statement of qualification, furnished by the Bidder in support of their fulfilment of eligibility against the criteria prescribed in this RFP.
- 5.4 **Bid Evaluation - Second Stage:** The Evaluation Committee shall carry out technical evaluation.
- 5.5 **Bid Evaluation - Third Stage:** In this stage, financial bids of only those Bidders shortlisted after second stage shall be opened. The date of opening shall be intimated to such bidders. The work shall be awarded on **least cost basis** (Successful Bidder). The Successful Bidder shall be awarded the work subject to NHAI verifying the documents submitted by it.
- 5.6 The Financial Bids shall be opened online. The Evaluation Committee will determine whether the submitted Financial bids are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the bidder shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if NHAI feels that the work cannot be carried out within the overall cost as per the submitted financial bid, such proposals shall be considered non responsive.
- 5.7 The Successful Bidder shall be intimated by NHAI through Letter of Award (LoA). Upon issue of LoA the Successful Bidder shall be required to furnish Letter of Acceptance and Performance Security and other guarantees as prescribed in the RFP document. NHAI shall have the right to get the bank guarantees verified from the respective issuing bank. Upon receipt of verification, the successful bidder shall be invited to sign the contract with NHAI. The format of Contract Agreement is prescribed in the RFP Document.

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



PERFORMANCE SECURITY

- 6.1 Upon issue of a Letter of Award (LoA) by NHAI, the Successful Bidder shall be required to furnish an unconditional and irrevocable Performance Security in the form of a Performance Bank Guarantee (PBG) in the prescribed format *within a period of 15 days*. The PBG shall be for an amount of 10% of its Total Bid Value quoted in the financial bid and should be in favour of “National Highways Authority of India”, New Delhi. Validity of the Performance Security shall be initially for a period of one (1) year and subsequently be renewed annually until six months beyond the date of completion of contract. In case the contract is extended, the Service Provider shall extend the validity of PBG appropriately such that it remains valid until six months beyond completion of the contract.
- 6.2 The PBG from following banks shall only be accepted:
- a) State Bank of India or its subsidiaries.
 - b) Any Indian Nationalized Bank.
 - c) IDBI or ICICI Bank.
 - d) A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank.
 - e) Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 Crores as per the latest Annual Report of the Bank. In the case of a Foreign Bank (issued by the branch of India) the net worth in respect of the Indian operations shall only be taken into account.
- 6.3 The acceptance of the PBG shall also be subject to the following condition:
- a) The capital adequacy of the Bank shall not be less than the norms prescribed by RBI.
 - b) The bank guarantee issued by a Cooperative Bank shall not be accepted.
- 6.4 After acceptance of Performance Security by NHAI, the Bid security of the Successful Bidder shall be returned without interest.
- 6.5 In case the difference between the lowest bidder (L1) and the second lowest bidder (L2) is more than 50% of the L2 bidder, then the lowest bidder (successful bidder) shall be required to submit Additional Performance Security in the form of PBG of 10% of the difference between the Bid Value quoted by L2 and L1. The additional performance security in this case shall be required to be submitted by the Successful Bidder to ensure that it shall perform the contractual obligations to the satisfaction of NHAI despite such lower bid value and this additional performance security shall also be treated as performance security for encashment/ forfeiture.

MISCELLANEOUS

- 7.1 This RFP document also includes a format of the Contract Agreement to be executed with the successful bidder for providing stipulated services to NHAI. Bidders are advised to study the RFP document along with its amendment/ addendum carefully. Submission of the bid will be deemed to have been done after careful study and examination of ground realities as well as all the instructions, eligibility norms, terms & conditions, requirements and specifications available in the RFP document with full understanding of its implications. The Bidder is expected to examine carefully all the instructions, conditions of Contract, forms for submitting Technical and Financial Bids and scope of work in the RFP document before submitting their Bids. Failure to comply with all the requirements of RFP document shall be at the Bidder's own risk. Bids, which are not substantially responsive to the requirements of the RFP document, shall be declared non-responsive and shall not be considered for evaluation.
- 7.2 No bidder shall submit more than one bid against this RFP. If more than one bid is received from the same bidder, all such bids shall be summarily rejected.
- 7.3 NHAI will be at liberty to keep the credentials of the bidders submitted by them at bidding stage, in public domain and the same may be uploaded by NHAI on its web site. The bidders shall have no objection if NHAI uploads/ hosts the information pertaining to their credentials as well as of their key personnel.
- 7.4 The bidding process shall be governed by, and construed in accordance with, the laws of India and courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the bidding process.
- 7.5 Any dispute arising out of this procurement process shall be referred to Society for Affordable Redressal of Disputes (SAROD). The decision of the SAROD in this regard shall be final and binding on the parties.
- 7.6 NHAI, 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 NHAI by, on behalf of, and/ or in relation to any Bidder; and/or;
 - (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 7.7 NHAI is not bound to reply/ respond to any representation/ letter or request for Change in Scope of work, eligibility criteria or any relaxation in respect of the tender conditions. No correspondence will be entertained on this matter.
- 7.8 It shall be deemed that by submitting the Bid, the Bidder agrees and releases NHAI, 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 Law, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

7.9 **Verification and Dis-qualification:** NHAI reserves the right to verify all statements, information and documents submitted by the Bidder in response to this RFP and the Bidders shall, when so required by NHAI, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by NHAI shall not relieve the Bidders of its obligations or liabilities hereunder nor will it affect any rights of NHAI thereunder.

7.10 NHAI reserves the right to reject any Bid and/ or declare it non-responsive, if:
(i) At any time, a material misrepresentation is made or uncovered, or
(ii) The Bidder does not provide, within the time specified by NHAI, the supplemental information sought by NHAI for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the bids have been opened and the lowest bidder gets dis-qualified/ rejected, then NHAI reserves the right to take any such measure as may be deemed fit in the sole discretion of NHAI including annulment of the Bidding process.

7.11 Amendment to RFP Documents:

- (a) Any modification in the RFP document shall be made by NHAI separately through issue of an Addendum/ Amendment.
- (b) At any time prior to the bid due date, NHAI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the conditions specified in the RFP document by an amendment. Any amendment/ addendum thus issued shall be part of the RFP document and shall be communicated by hosting the same on NHAI's web site only and should be taken into consideration by the prospective bidders while preparing their Bids.
- (c) In order to give prospective Bidders reasonable time to take the amendment into account in preparing their bid, NHAI may, at its discretion, extend the bid due date.
- (d) The Bidder must read all the instructions in the RFP and abide by the same accordingly.

7.12 INDEMNITY

The Bidder shall, subject to the provisions of the Contract, indemnify NHAI for any direct loss or damage caused on account of any act/ omission of the bidder.

7.13 PROPRIETARY DATA

All documents and other information provided by NHAI or submitted by a Bidder to NHAI shall remain or become the property of NHAI. Bidders are to treat all information as strictly confidential. NHAI will not return any bid or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Successful Bidder to NHAI in relation to the services shall be the property of NHAI.

The Service Provider shall not keep any copy of the data/ video with them without prior permission of the NHAI. The Service Provider shall not use any data / video for any purpose other than that permitted by NHAI.

Adequate cyber security measures shall be taken to protect the entire system and data from cyber-attacks and data theft.

7.14 CORRUPT OR FRAUDULENT PRACTICES

NHAI requires Bidder observe the highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution;
 - (ii) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of NHAI, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive NHAI of the benefits of free and open competition;
 - (iii) “Coercive Practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;
 - (iv) “Undesirable Practice” means (i) Establishing contact with any person connected with or employed or engaged by NHAI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and
 - (v) “Restrictive Practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.
- (b) will reject a bid if it determines that the Bidder has engaged in corrupt or fraudulent or coercive or undesirable or restrictive practices in competing for the Contract in question;
- (c) will blacklist/ declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded any Contract by NHAI if it at any time determines that the bidder has engaged in corrupt or fraudulent or coercive or undesirable or restrictive practices in competing for, or in executing, a NHAI Contract.

7.15 Integrity Pact:

Bidder shall comply with the provisions of the Office Memorandum No. 13030/09/2008-Vig. Dated 28.01.2013 issued by NHAI (Copy enclosed) at **Appendix-I**.



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण
(सड़क परिवहन और राजमार्ग विभाग)
National Highways Authority of India
(Ministry of Road Transport and Highways)
पी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075
G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दुर्घम / Phone: 91-11-25074100/250741209
फैक्स / Fax: 91-11-25092507 / 25092514

No.13019/8/2009-Vig.

Dated : 28th January, 2013

Office Memorandum

Sub: Adoption of Integrity Pact (IP) for NHAI Projects-reg.

In suppression of OM No. NHA/CM/C/IP/IEM/2011-12 dated 13.08.2012 and OM of NHA/CM/C/IP/IEM/2011-12 dated 14.08.2012, it has been decided to implement the concept of Integrity Pact in NHAI projects. The Integrity Pact (IP) envisages an agreement between the prospective bidder and the buyers committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract. The IP also envisages empanelment of Independent External Monitors (IEM). The IEM may review independently and objectively whether and to what extent parties have complied with their obligations under the pact.

2. NHAI is going to appoint IEM shortly for implementation of the IP in NHAI. MoRT&H vide its letter no. C-13019/8/2009-Vig. dated 18.11.2011 has approved applicability of adoption of IP in NHAI works as mentioned below:

- (i) Civil Works above Rs.100.00 crore
- (ii) Services such as consultancy, engineering etc. above Rs.5.00 crore

3. In this connection, all the officers of NHAI are hereby requested to implement and follow the concept of IP and adopt the same in all future projects of NHAI as scrupulously in works included in para.2 above as per Model Agreements (copy enclosed) for each category. This Model Agreement would be provided to the bidders at NIT/ Pre-bid /Technical bid stage, whichever applicable, with instruction to submit the same after signing it. Contractor/ concessionaire / consultant / bidder would be required to submit this duly signed agreement (signed by the same signatory competent/authorized to sign the relevant contract agreement) along with their Technical Bid/Tender Documents. The representative authorized to sign contract agreement, on behalf of NHAI, would sign the same while signing the contract so that this may be made a part of the contract document and binding for both the parties signing the contract.

4. It is clarified that IP should cover all phases of the contract, i.e. from the stage of Notice Inviting Tender (NIT) / pre-bid stage till the conclusion of the contract, i.e. the final payment or the duration of warranty / guarantee / defect liability / concession period, whichever applicable. The IEM would be, invariably, cited in the NIT. Further, information relating to tender in progress and under finalization would need to be shared with IEM on monthly basis.

(Sd/)


contd.2.

5. After implementation of Integrity Pact, NHAI has to send progress/status in the implementation of IP enabling CVC to include the same in their annual report as prescribed in the CVC circular no. 10/5/09 dated 18.05.2009 and subsequent circular no.31/08/10 dated 13.08.2010 (copies enclosed). Further, an internal assessment of the impact of IP shall be carried out periodically by the CVO and reported to the CVC through their report or special report, wherever necessary. In view of this, status of implementation of IP would be reported by all divisions to CVO on monthly basis.

6. All the Divisions engaged in purchase/procurement shall ensure strict compliance of this.

This issues with the approval of Chairman, NHAI.

- Encl: (1) Model Agreement for category (i) works
- (2) Model Agreement for category (ii) works
- (3) CVC's Circular no. 10/5/09 dt. 18.05.09
- (4) CVC's Circular no.31/08/10 dt.13.08.10


 (B.N.Sahay)
 General Manager (CMC)

To

- 1. All PIUs/CMUs
- 2. All ROs
- 3. All CGMs at HQ
- 4. All GMs at HQ
- 5. CVO, NHAI

Copy for information to:

- 1. PS to Chairman
- 2. All PS to Members

INTEGRITY PACT FORMAT

(To be executed on plain paper and submitted along with Technical Bid. To be signed by the bidder and same signatory competent/ authorized to sign the relevant contract on behalf of NHAI)

RFP No. Dated

This Integrity Pact is made at _____ on this _____ day of _____ 2017

Between

National Highways Authority of India (NHAI), a statutory body constituted under the National Highways Authority of India Act, 1988, which has been entrusted with the responsibility of development, maintenance and management of National Highways having its office at G-5 & 6, Sector – 10, Dwarka, New Delhi, hereinafter referred to as “**The Principal**”, which expression shall unless repugnant to the meaning or contract thereof include its successors and permitted assigns.

And

_____, hereinafter referred to as “**The Bidder/ Contractor/ Service Provider**” and which expression shall unless repugnant to be meaning or context thereof include its successors and permitted assigns.

Preamble

Whereas, the Principal intends to award, under laid down organizational procedures contract/s for The Principal values full Compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s)/ Contractor(s)/ Service Provider(s).

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as Integrity Pact) the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties. Now, therefore, in consideration of mutual covenants stipulated in this pact, the parties hereby agree as follows and this pact witnesseth as under:

Article 1- Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for or the execution of a contract, demand, take a promise for or accept for self or third person any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular before and during the tender process provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a

substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/ Regulations.

Article 2- Commitments of the Bidder(s)/ Contractor(s)/ Service Provider(s)

The Bidder(s)/ Contractor(s)/ Service Provider(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/ Contractor(s)/ Service Provider(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s)/ Contractor(s)/ Service Provider(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- (c) The Bidder(s)/ Contractor(s)/ Service Provider(s) will not commit any offence under the relevant IPC/ PC Act and other Statutory Acts; further the Bidder(s)/ Contractor(s)/ Service Provider(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- (d) The Bidder(s)/ Contractor(s)/ Service Provider(s) of foreign origin shall disclose the name and address of the Agents/ representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s)/ Service Provider(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- (e) The Bidder(s)/ Contractor(s)/ Service Provider(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract. He shall also disclose the details of services agreed upon for such payments.
- (f) The Bidder(s)/ Contractor(s)/ Service Provider(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (g) The Bidder(s)/ Contractor(s)/ Service Provider(s) will not bring any outside influence through any Govt. bodies/ quarters directly or indirectly on the bidding process in furtherance of his bid.

Article 3- Disqualification from tender process and exclusion from future contracts

- (1) If the Bidder(s)/ Contractor(s)/ Service Provider(s) before award or during execution has committed a transgression through a violation of any provision of Article-2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s)/ Service Provider(s) from the tender process.
- (2) If the Bidder(s)/ Contractor(s)/ Service Provider(s) have committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Principal shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s)/ Service Provider(s) for any future tender/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the

full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s)/ Service Provider(s) and the amount of the damage. The exclusion will be imposed for a minimum of 1 year.

- (3) A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that “On the basis of facts available there are no material doubts”.
- (4) The Bidder(s)/ Contractor(s)/ Service Provider(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- (5) The decision of the Principal to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder/ Contractor/ Service Provider shall be final and binding on the Bidder/ Contractor/ Service Provider.
- (6) On concurrence of any sanctions/ disqualification etc. arising out from violation of integrity pact the Bidder/ Contractor/ Service Provider shall not be entitled for any compensation on this account.
- (7) Subject to full satisfaction of the Principal, the exclusion of the Bidder/ Contractor/ Service Provider could be revoked by the Principal if the Bidder/ Contractor/ Service Provider can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article 4- Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Article 3, the Principal shall be entitled to forfeit the Earnest Money Deposit / Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Principal.
- (2) In addition to 1 above, the Principal shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor/ Service Provider’s Default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor/ Service Provider and/or demand and recover liquidated and all damages as per the provisions of the Contract Agreement against Termination.

Article 5 - Previous Transgressions

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anti-corruption/ Transparency International (TI) approach or with any other Public Sector Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article 6 - Equal treatment of all Bidder(s)/ Contractor(s)/ Service Provider(s)/ Subcontractor(s)

- (1) The Bidder(s)/ Contractor(s)/ Service Provider(s) undertake(s) to demand from all sub-contractor(s) a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidder(s)/ Contractor(s)/ Service Provider(s) and Subcontractor(s).
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Service Provider(s)/ Sub-contractor(s)

If the Principal obtains knowledge of conduct of a Bidder/ Contractor/ Service Provider or Subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Service Provider or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Article 8 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor/ Service Provider 12 months after his Defect Liability Period is over or 12 months after his last payment under the contract whichever is later and for all other *unsuccessful* Bidders 6 months after the Contract has been awarded.

If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Chairman of NHAI.

Article 9 - Other Provisions

- (1) This Pact is subject to Indian Law Place of performance and jurisdiction is the Registered Office of the Principal i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/ Contractor/ Service Provider is a partnership or a consortium, this pact must be signed by all partners or consortium members.
- (4) Should one or several provisions of this Agreement turn out to be invalid, the remainder of this Agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Any disputes/ differences arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with this Pact or any relation thereof shall not be subject to any Arbitration.
- (6) The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witnesses:

[For & On behalf of the (Principal)]

(Office Seal)

[For & On behalf of the Bidder/ Contractor/
Concessionaire/ Consultant]

Place:-----

Date: _____

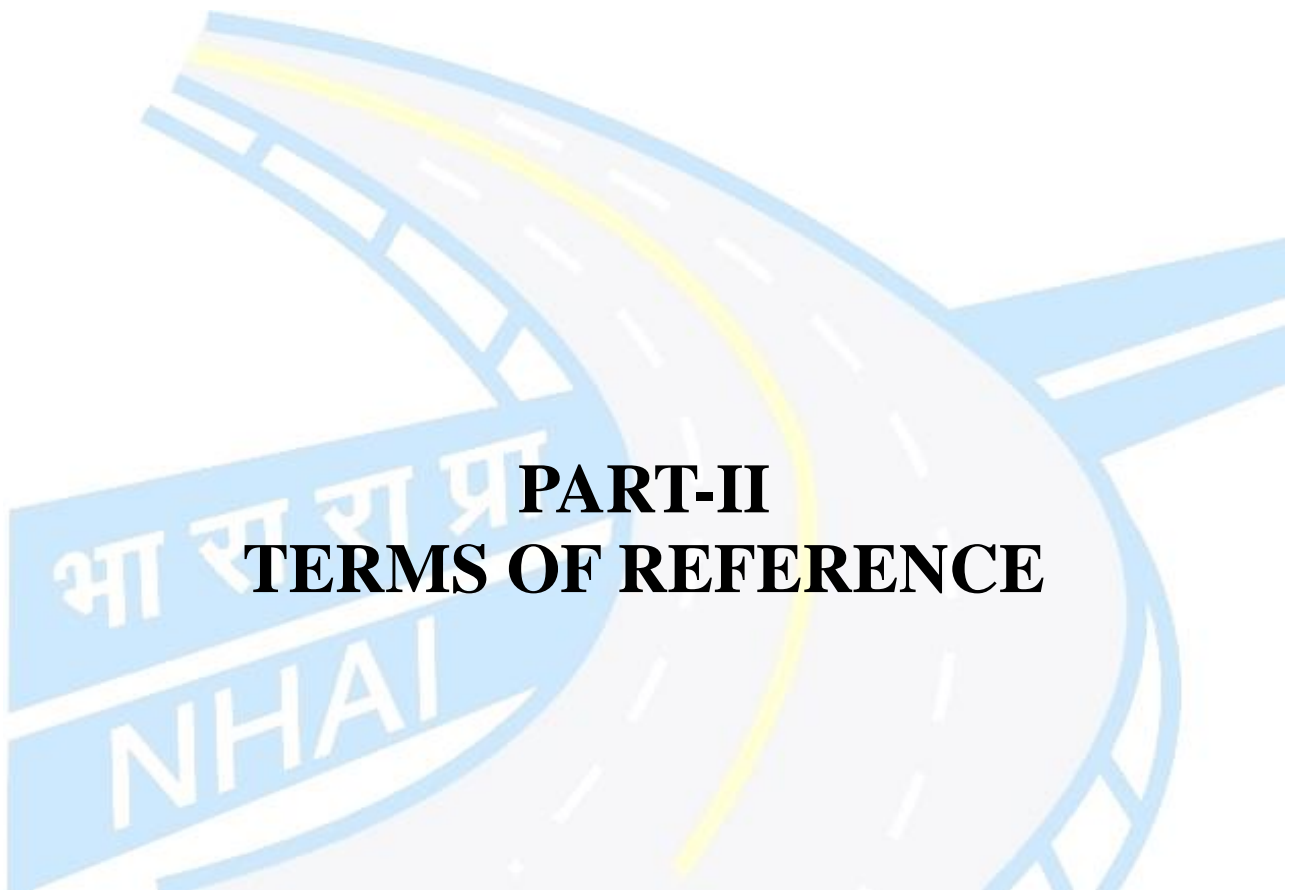
Witness 1:

(Name & Address)

Witness 2:

(Name & Address)





PART-II
TERMS OF REFERENCE

TERMS OF REFERENCE (ToR)

1. Background

The work will include Design, Supply, Installation, Testing, Commissioning, Configuration, System Integration, Operations and Maintenance of Command and Control Centre at NHAI HQ in New Delhi.

The project shall be a complete turnkey solution with provision of skilled resources for operations and shall be offered to NHAI as “**Infrastructure as service model**” The period of engagement shall initially be five **years**. This may be extended for another two year subject to satisfactory services and continued requirement of NHAI.

This RFP describes functional requirements envisaged by NHAI. In addition, the minimum technical specifications have been prescribed in this document, wherever indispensable. The Service Provider is responsible for the design of complete project and the system architecture as per the best industry practices, to deliver state-of-the-art solution to NHAI. Any consideration affecting safety, security, redundancy, and compliance to stipulated provision prescribed by government authorities is the responsibility of the Service Provider and shall be duly taken care of to ensure adherence to minimum functional requirement stipulated in this document as well as the SLA parameters.

Broad objective of the project is to have visual monitoring of various video feeds from diverse sources like progress on site, traffic condition at toll plazas, incidents on highways, video conference, e-learning, webinar etc.

2. Deleted

3. Scope of Work

- (i) The work will include Design, Supply, Installation, Testing, Commissioning, Configuration, System Integration, Operations and Maintenance of Command and Control Centre at NHAI HQ.
- (ii) Services shall be provided for a period of 5 years from the date of signing Contract Agreement. During the period of service contract, the entire equipment and systems shall remain property of the Service Provider who will maintain and operate them as well as maintain adequate insurance cover to safeguard against any damage/ theft/ fire/ vandalism etc.
- (iii) After completion of the contract, the Service Provider may take away all his hardware and software on as-is-where-is condition. However, handover all the data/ video etc. to NHAI in accordance with the data retention schedule. The Service Provider shall not keep copy of any data/ video with him.
- (iv) NHAI may get the audit done through a third party appointed by it to ascertain adherence to the terms and conditions as well as compliance to Service Level Agreement Conditions. The Service Provider shall provide full access to the systems and equipment and ensure successful conduct of audit.

4. Deleted

5. System Operations

The CCC at the NHAI HQ will have a Graphic Display system of 6 meters X 1.75 meters ($\pm 10\%$) size.

Video streams of any combination can be viewed on this Video Wall through the Controller.

The Service Provider shall provide a latest technology based Graphic Display that should not have end of life for at least next five (5) years. The graphic display shall be made up of several units of high quality cubes attached together without rim, and visible from the front.

6. System details

6.1 Electronics/ Hardware for HQ:

- (i) One no. Laser DLP video wall of diagonal cubes of suitable size in a Service Provider specified configuration so that the size of graphics display is 6 meters X 1.75 meters ($\pm 10\%$) with graphics controller and wall management software. The Graphic Display shall enable to show bezel free multiple screens at a time and the number of screens on the display can be flexible as necessary. The Service Provider shall provide a latest technology based Graphic Display that should not have end of life for at least next 5 years. The graphic display shall be made up of several units of high quality display panels attached together without rim, and visible from the front.
- (ii) Network switch(s) and other network components, as required.
- (iii) All-in-one workstations with 22" LED backlit display/Monitor for Video / Data monitoring and control - 2 Nos.
- (iv) All-in-one workstation with 22" LED backlit display/Monitor for Supervisor - 1 No.
- (v) Laptop – 1 No.
- (vi) Video wall controller workstation with associated software for monitoring and control- 1 No.
- (vii) A4 color Laser Network Printer⁴ and Copier with print speed of minimum 20 ppm and auto duplex printing (both side printing) with suitable table - 1 No.
- (viii) Conduit and Cable with accessories for the above system
- (ix) All other accessories for the power supply system & data cables (including the networking system) as well as those required for the installation of the above system.

Approximate floor area of CCC will be around 1200-1250 sq feet. For interiors and furnishing concerning CCC at Head Office kindly refer Appendix F to ToR

6.2 Deleted

7. Power supply

The equipment at NHAI HQ shall use the locally available mains power supply (from the electricity utility) as the primary source. The existing UPS power at NHAI HQ shall be made available.

⁴ Recurring expenditure on consumption of cartridge of printer and copier during operations/ service period shall be the responsibility of the service provider.

8. Equipment specifications

8.1 deleted

8.2 Graphic Display/Video Wall

The video wall shall typically as per the configuration mentioned below. However, the Video wall controller shall be capable and flexible enough to accommodate varied different monitor matrix geometries as dictated by space availability or constraints.

8.2.1 Configuration

Laser DLP video wall of diagonal cubes of suitable size

a. **CCC at HQ:** the size of graphics display portion should be 6 meters X 1.75 meters ($\pm 10\%$)

b. The Graphic display shall be provided complete with base stand.

8.2.2 Hardware

Item	Specification
Cube & Controller	Cube & controller should be from the same OEM
Native Resolution	Full HD
Light Source Type	Laser Light Source. Individual cube should be equipped with multiple laser banks and each laser bank should have an array of diodes. Failure of single/multiple diode/s in a Laser bank should not affect the display of image on the screen
Brightness of Projection	Minimum 1800 Lumens
Brightness of Cube	Minimum 500 nits
Dynamic Contrast	1000000:1 or better
Brightness Uniformity	95 % or above.
Minimum Wall Resolution	9600 x 3240 (native)
Control	IP based control to be provided
Remote	Remote control should also be provided for quick access
Screen to Screen Gap	0.2mm or better
Screen Support	Screen should have sufficient back support to prevent bulging
Control BD Input terminals	Minimum 1 x Digital DVI, HDMI and Display port as per OEM standard Output: 1 x Digital DVI
Source Redundancy	System should able to switch to HDMI input if primary DVI input is not available. System should also automatically switch back to primary DVI/DP input from HDMI input as soon as the primary DVI input is available again.
Redundant Power Supply	Dual redundant power supply built inside the cube
Auto color adjust function	Should provide auto color adjustment function Should be sensor based
Intelligent Sensor for Self-Correction	Minimum parameters: Internal Temperature, Ambient Temperature, Humidity, Brightness, Cooling, Light Source Status Should be possible to demonstrate these parameter through active monitoring interface
Anti-Dust Design	Projection system designed to meet IEC/ EN-60529
Maintenance Access	Front (≤ 560 mm Depth)
Cooling	No liquid hazardous to human health to be used inside the cube
Cube Size	OEM specified so that the matrix meets the overall size requirement of the graphic display

8.2.3 Cube control & Monitoring

- (i) Video wall should be equipped with a cube control & monitoring system.
- (ii) System should have OEM specified framework with web browser architecture.

- (iii) Should be able to control & monitor individual cube, multiple cubes and multiple video walls.
- (iv) Provide video wall status including Source, light source, temperature, fan, power information, etc., as applicable.
- (v) Should provide a virtual remote on the screen to control the video wall.
- (vi) Input sources can be scheduled in daily, periodically or chronologically mode or as user defined.
- (vii) System should have a quick monitor area to access critical functions of the video wall.
- (viii) User should be able to add or delete critical functions from quick monitor area.
- (ix) Automatically launch alerts, warnings, error popup windows in case there is an error in the system.
- (x) User should be able to define the error messages such as for information, warning and/or critical etc.
- (xi) Automatically notify the error to the administrator or user through a pop up window.
- (xii) Status log file should be downloadable in CSV format as per user convenience.

8.2.4 Graphic display/Video Wall Management Software

Scaling and display: Software to enable the user to display multiple sources in any size and anywhere on the graphic display wall.

Software should support for auto source detection.

Should support for Video, RGB, DVI, Internet Explorer, Desktop Application and Remote Desktop Monitoring Layouts.

Software should be able to Save and Load desktop layouts from Local or remote machines. All the Layouts can be scheduled as per user convenience.

Operating System Platform: Software should support auto launch of Layouts according to specified time or event by user.

Software should be able to support Integration with 3rd party devices and shall have interface to enable control from 3rd party devices.

Software should be user friendly and shall be able to provide live preview of video wall and layout preview option. It should be possible to create offline layouts.

Authentication System should provide functionality to the administrator to define and allocate work space for a particular operator or a group of operators when working on a Video wall.

Software should offer 2 levels of Authentication (User accounts, Permissions for functionality & Roles etc).

Ticker message can be positioned anywhere on the display wall. Inside the ticker window, font size, colour and background can be set. Software should be able to prepare three kinds of tickers: text ticker, RSS ticker and time ticker.

System should support SNTP function.

Protection System should have Hardware License key to protect the software from unauthorized access.

8.2.5 Graphic Display/Video Wall Controller Workstation

Specification Item	Detailed Specification Description
Processor	Intel i7 processor or higher qualifications
Processor speed	3.0 GHz or faster
RAM	4 GB ECC DDR 2 (800)
Hard disk	1 TB SATA or better
Graphic card	512MB 3D or equivalent
Media	Latest DVD R/W
Operating system	Latest edition of any operating system with vendor support
Network adopter	Dual-port Gigabit Ethernet Controller inbuilt & Supports Add on copper/ optical fiber adapters

Operating temperature	5 to +35 degree Celsius
Reliability and maintainability	MTBF: 30,000 hours MTTR: 1.0 hour
Inputs	8 DVI/ HDMI input in controller

The target image on the Video wall shall be freely resizable and re-positionable on any part of the Screen.

The Video Wall shall be capable of accommodating multiple displays in multiple rows and columns behaving as single logical screen.

8.3 deleted

8.4 All-in-One Workstations at CCC

All-In-One Workstation Specifications

Specification Item	Detailed Specification Description
Processor	Intel Xeon E5-1660 v4 or higher
Graphics	NVidia Quadro K420 2GB or higher
Chipset	Intel C612 or better
RAM	16 GB DDR4 expandable upto 32 GB
Monitor	22" LED backlit, and a glossy or antiglare surface 1366x768 Pixel
Connectivity	Wireless 802.11 b/g/n support, Ethernet RJ45 at least 100 megabits per sec
Optical Drive	DVD RW Drive with dual Layer Support
Storage	Must have 500GB or more, 5400 rpm or more, solid-state drive
Antivirus	Licensed
OS	Latest Windows Professional
Port	USB Ports 1xUSB 2.0; 2xUSB 3.0 Microphone, Ethernet/ LAN HDMI, VGA
Others software	Latest MS Office Professional and other licensed applications as required for smooth operations

8.4.1 Workstation at NHAI HQ

8.4.1.1 Installation requirements

- (i) The ground mounted enclosure shall be installed according to appropriate good engineering practices. All internal components and UPS (if required) shall be securely mounted.
- (ii) Provisions shall be made for all ducts (i.e. power, telecommunications, etc.), in accordance with the design drawings and/or specifications, that will facilitate the connection between the enclosure and the concerned equipment.
- (iii) Where cables enter the ground mounted enclosure, they shall be fixed and secured against movement and to relieve stress on the cable termination. All penetrations to the enclosure shall be sealed with silicone sealant to impede entry of gas, dust and water.
- (iv) All wires/cables within the enclosure shall be secured and labeled. Earth wires from all electrical devices, including surge suppressors, shall be terminated directly to the dedicated earth terminal in the enclosure. Earth conductors shall not be daisy-chained from device to device.
- (v) All conductors carrying electricity at 60Vac or higher shall be segregated from all telecommunications, signal conductors and conductor carrying electricity lower than 60Vac. A minimum of 75mm shall be provided between these two conductor groups. Where conductors belonging to these two groups need to cross each other at distances

closer than 75mm, the installer must ensure the conductors are at a 90 degree angle (perpendicular) to each other.

- (vi) Each wire shall be identified on both ends of the wire with heat shrink, thermal transfer tube type wire markers in English. Adhesive labels are not acceptable. The wire markers shall be white with black lettering. Hand marking of the label is not acceptable.

8.5 Laptop

- (i) 2.3GHz quad-core Intel Core i5, Turbo Boost up to 3.8GHz, with 128MB of eDRAM
- (ii) Storage – minimum 256 GB SSD
- (iii) RAM – Min. 8 GB
- (iv) Display - 13.3-inch (diagonal) LED-backlit display with IPS technology; 2560x1600 native resolution at 227 pixels per inch with support for millions of colours
- (v) Graphics - Intel Iris Plus Graphics 655

8.6 Deleted

8.7 Deleted

9. Testing

9.1.1 Factory Testing

Factory Testing of only Video Wall shall be conducted. The tests shall be executed by interfacing appropriate equipment so as to ascertain their suitability as system components. Where there is no appropriate equipment at that particular time to connect to certain equipment, the test shall be executed by connecting to a simulator.

The Service Provider shall notify the NHAI at least seven (7) days in advance of each factory test to be undertaken and shall make arrangement for the NHAI to attend the test if requested. Should the NHAI or his designated engineer decide not to attend any of the tests, the tests shall be carried out under the direction of the Quality Control expert, and the Service Provider shall forward to the NHAI duly certified copies of the test results.

If the NHAI is satisfied with the test results, he shall notify the Service Provider in writing to that effect, and the Service Provider may then ship the equipment. If the NHAI decides that equipment is defective or produced not in accordance with the ToR, he may reject the equipment, and will inform the Service Provider of the reasons in writing within seven (7) days.

9.1.2 Site Acceptance Testing (SAT)

The Service Provider shall demonstrate SAT as per the test procedure approved by NHAI

9.2 Other relevant standards

Equipment and equipment installation shall comply with the latest revision of the applicable Bureau of Indian Standards (BIS). Only where no BIS exists for any aspect of equipment manufacture, supply, installation, identification, protection, testing or operation, then the relevant IEC or ISO standard shall apply. CEN or CENELEC standards shall apply only where no BIS, ISO or IEC standards exist.

With respect to the above some of the specific standards / Code of Practices include the latest versions of the following:

SI No	Standard	Relevant to
1	IRC SP 85	For Variable / Changeable message signs
2	IS / IEC 61508	Functional safety
3	IS 14700, CENELEC EN 50081-1: CENELEC EN 50082-1:	EMC compatibility/ EMC Emission compliance/ EMC Immunity
4	BIS 732 or BS 7671	Electrical wiring installation (BIS 732) or Wiring Regulations (BS 7671)
5	IS 2309	Lightning protection
6	IS 3043	Electrical Earthing
7	IS 5216	Safety procedures and practices in Electrical works
8	IS 7689	Control of undesirable static electricity
9	IS 694, IS 1554	PVC Insulated Cables
10	EN 61280-4-1	Fibre-Optic field test related
11	IS 14927	Cable Trunking & Ducting systems
16	EN 50173	Generic/structured cabling
17	IEC 60529	Degrees of Protection provided by Enclosures
18	IS 9000 Part XIV Sect. II	Change of temperature test
19	IEC-571; IS: 9000 Part-III Sect 3	Dry heat test
20	IS 9000 Part II Sect. III	Cold test
21	IS9000 Part V Sect. 2 Variant 1	Damp heat test (Cyclic)
22	IS9000 Part IV	Damp heat test (Steady state storage)
23	IS9000 Part XI procedure 3	Salt mist test
24	IS 9000 Part XII	Dust test

10. Interiors and Technical Furniture at CCC

10.1 Design and functionality of technical furniture requirement

- (i) Wooden False wall :- It shall consist of Plywood & wooden frame. Mica or texture
- (ii) 12mm thick frameless tempered clear glass Single door WITH 100mm Metal frame; similar to that of partition):- Size :- 1000mm X 2400mm a. 12mm thick tempered clear glass door with door spring and locking arrangements and both way handle and patch fittings. b. Glass Properties: Safety (tempered): when broken, must split into tiny harmless pieces.
- (iii) Designer Acoustic Metal False ceiling with linear planks :- The ceiling system will consist of linear box shaped panels shall be made up of combination of perforated and non-perforated panels so as to achieve strength and acoustics. These tiles shall be bend through CNC, machine punched & laser cut so as to achieve perfect accuracy. Panels fixed to an adjustable suspension system which allows for individual panels to be removable type. Structure shall be made from heavy duty powder coated modular steel frame (minimum sheet thickness 1 to 1.6mm). Anchor fastener and GI self-threaded rods for grout this from roof. It shall be formed with

the help of slotted rolled W sections (stiffener) and M section (Master) with help of M6 cage nut and bolts.

- (iv) Calcium Silicate Board Ceiling Material:- Plain Calcium Silicate acoustic boards for false ceiling with 12mm Approx. thick, structure for underside of suspended grid formed of GI perimeter channels. Wood screws and metal expansion raw plugs for fixing with wall. Plastic emulsion paint of approved make and shade for finishing surface of Calcium Silicate Boards.
- (v) LED based Ceiling Lights (Havels / Philips / Surya or equivalent)

11. Other Works

11.1 Other Miscellaneous Works (Civil /Electrical)

The scope will also include civil, electrical, networking works required to complete erection installation/commissioning of the various subsystem / constituents and electrical and communication panels, etc. Provision of electricity connection and communication/network component shall be the responsibility of the Service Provider.

12. deleted

13. Time Schedule

The project shall be completed as per the timelines given below:

- (i) Submission of concept paper including System Architecture, implementation methodology/ plan, timeline chart etc. – within 15 days from the date of signing the contract.
- (ii) Setting up of Command & Control Centre at HQ and ready for SAT – 3 months from the date of approval of concept paper.

14. Liquidated damages/ Penalties for delays in setting up the system:

Failure by the Service Provider to complete the project implementation within the prescribed time shall result in imposition of the penalties for delays prescribed under liquidated damages in the Contract. The penalty will be applied @ Rs. 5000/- per day of delay. The LD shall be capped up to a maximum of 10% of contract value.

- a. Once the liquidated damages reach maximum limit, NHAI may consider termination of the contract and forfeiture of the performance bank guarantee. NHAI also reserves the right to debar the Service Provider from further participation in NHAI's subsequent tenders due to its non-performance for a period decided by it.
- b. Upon termination of the Agreement due to service defaults, NHAI may choose to allocate the work to any other Service Provider, at its sole discretion and at the risk and cost of the defaulting Service Provider.

- c. In case of delay due to reasons beyond the control of the Service Provider, upon such request from the Service Provider, NHAI may, in its sole discretion, consider suitable extension of time without imposing any liquidated damages upon the Service Provider.

15. Deleted

16. Service Providers Responsibility/Obligations

The Service Provider agrees and undertakes to fulfil the minimum service requirements/ obligations prescribed under **Appendix A** to ToR in this document. Broadly, these shall *inter-alia* include

- a. Setting up of CCC as per the requirements under ToR including all related civil and electrical works.
- b. Strictly comply with the prescribed timelines and technical specifications.
- c. Operating and maintaining the CCC to meet the Service Level Requirements (SLR) prescribed under ToR. Service Provider shall keep back-to-back agreements for warranty and annual maintenance support for crucial systems with their respective OEMs.
- d. The Service Provider shall be responsible to comply with all statutory requirements concerning the subject matter viz. compliance to Labour Laws, Tax(es), employee insurance etc. and indemnify NHAI and its employees or representative against any such claims.
- e. Entire services envisaged under the ToR shall not be used by the Service Provider or its staff / representative for any illegal, immoral purpose and the Service Provider shall indemnify NHAI in respect of any liability incurred by Service Provider in this respect. NHAI shall not be a part to any dispute or claim what so ever between Service Provider and its contractors/sub-contractors.

17. Technical Resources / Personnel

- a. The Service Provider shall form a team for undertaking this assignment. The agency shall be fully responsible to deploy its resources / personnel whose qualifications and experience fully commensurate with the task/responsibilities assigned and to achieve the objectives. The Personnel deployed should be experienced enough and should have proficiency in the requisite techniques / skills so as to provide practical, realistic, and actionable service.
- b. The Service Provider shall submit the attendance record with each service invoice.
- c. Detailed requirement of technical resources for control centre organisation and staffing is mentioned under Appendix B to ToR.

17.1 Team members

17.1.1 Curriculum Vitae

Within one week of the letter of the work award, the Service Provider shall submit to NHAI, detailed written statements including the names, duties, curriculum vitae of all key personnel candidates to be deputed on the project in the format prescribed below. The statements shall be duly signed by both the Service Provider and the candidates.

Sr. No.	Manpower	Role & Responsibilities	Minimum Qualification	Minimum Experience
1	Team Lead (1 No. Full	Nodal person responsible for all works under the Contract on behalf of the Service Provider.	Electronics / Electrical /	7 Years

Sr. No.	Manpower	Role & Responsibilities	Minimum Qualification	Minimum Experience
	time basis)		Electronics & Communications/ Computer Science Engineer	
2	Engineer (1 No. Full time basis)	Responsible for proper Operation and Maintenance of the CCC to meet the SLR conditions.	Electronics / Electronics & Communications / Electrical / Computer Science Engineer	5 Years
3	Office Assistant			
4	Attendant			

17.1.2 Removal and/or Replacement of Personnel

- (a) Except as NHAI may otherwise agree, no changes shall be made in the above Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Personnel, the Service Provider shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If NHAI (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

17.2 Sub-Contracting / Assignment

If any activity / services / infrastructure and / or any obligations in whole or in part under this project is required to be / subcontracted/ outsourced by the Service Provider, the Service Provider shall inform and seek approval of the same including the terms and condition set-forth by the Service Provider in its sub-contracting agreement. For avoidance of any doubt the Service Provider shall remain solely responsible for all the works / delivery of services to NHAI under the scope of this project.

The Service Provider may sub contract the non key services such as interior and furnishing of control centre to any agencies specialised to do such work.

17.3 Performance standards

The Service Provider shall undertake to perform the services with the highest standards of professional and ethical competence and integrity. Keeping in view the sensitivity involved, the personnel deployed should maintain confidentiality / integrity at all times and work in a professional manner to protect the interest of NHAI. The firm shall promptly replace any personnel assigned under this project that NHAI considers unsatisfactory.

APPENDIX A to ToR - SERVICE LEVEL REQUIREMENT (SLR)

1. Service Levels Requirements and Penalties

The Service Provider shall be responsible to ensure:

- (a) 24x7 operation of the complete system and deploy competent personnel to perform actions / operations as specified under the Service Level Requirements.
- (b) 24x7 uninterrupted availability of the complete systems, subsystems, peripherals, components commissioned under the ToR. In order to achieve this, the Service Provider shall provide adequate preventive and repair maintenance services. The Service Provider shall also maintain adequate spares at all the locations and submit the list of spares maintained at each location to the NHAI officials on monthly basis. Indicative Service Level Requirements for maintenance are prescribed in this document.

2. Deleted

3. Service Level Requirements (SLR) –Systems Maintenance

The service level requirements with respect to system maintenance shall include minimum following elements:

- (i) **Scheduled/Routine Maintenance** – The Service Provider shall provide routine maintenance service on all equipment, system components, and ancillary equipment and ensure minimum required uptime for each system. The minimum required activities to be performed are given in this document.
- (ii) **Breakdown/Corrective Maintenance** – The Service Provider shall provide maintenance service in case of breakdown (i.e. repair) on all minor/ major systems, system components and ancillary equipment.
- (iii) **Software Upgrades** - From time to time Service Provider shall ensure installation of new versions of software used in the project.
- (iv) **Verify and perform System Calibration** - Calibration (*if required*) shall be performed at least once per year on relevant equipment.
- (v) **Technical Support** – The Service Provider shall provide the required engineering and technical support to the operations team as and when required.

The service level requirements with respect to maintenance are captured in Table below:

Service Level Requirements (SLRs) with respect to Maintenance

No.	Unit ⁵ of System Uptime Measurement	Quarterly Availability / Uptime for entire system	Maximum Down Time during one quarter for entire system	Maximum Mean Time To Recover (MTTR) ⁶
-----	---	--	--	---

⁵ Individual Field Equipment / Sub-System or anything all inclusive

⁶ For each instance

No.	Unit ⁵ of System Uptime Measurement	Quarterly Availability / Uptime for entire system	Maximum Down Time during one quarter for entire system	Maximum Mean Time To Recover (MTTR) ⁶
1	NHAI Head Quarter	98 %	21.6 Hrs	4 Hrs

1. Performance Damages / Penalty

The Service Provider would be penalized for non-compliance in meeting SLR for Operations as well as Maintenance of the Project. Any penalty levied by NHAI or NHAI's representative shall be applicable and deducted from the quarterly payable amount. The Service Provider should enable and facilitate continuous performance measurement of entire System and not just event/incident based performance. The penalties are detailed herein under:

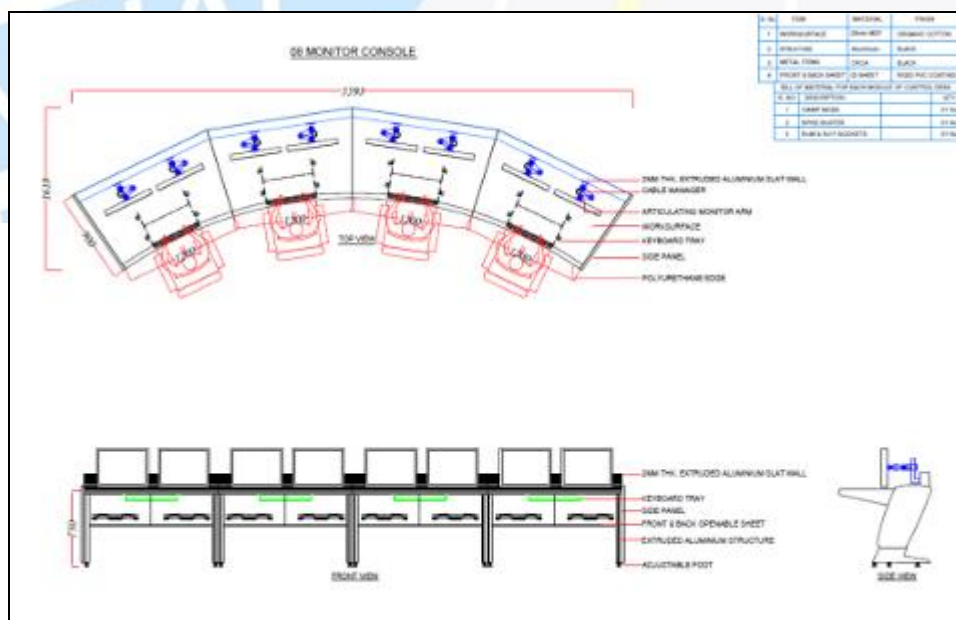
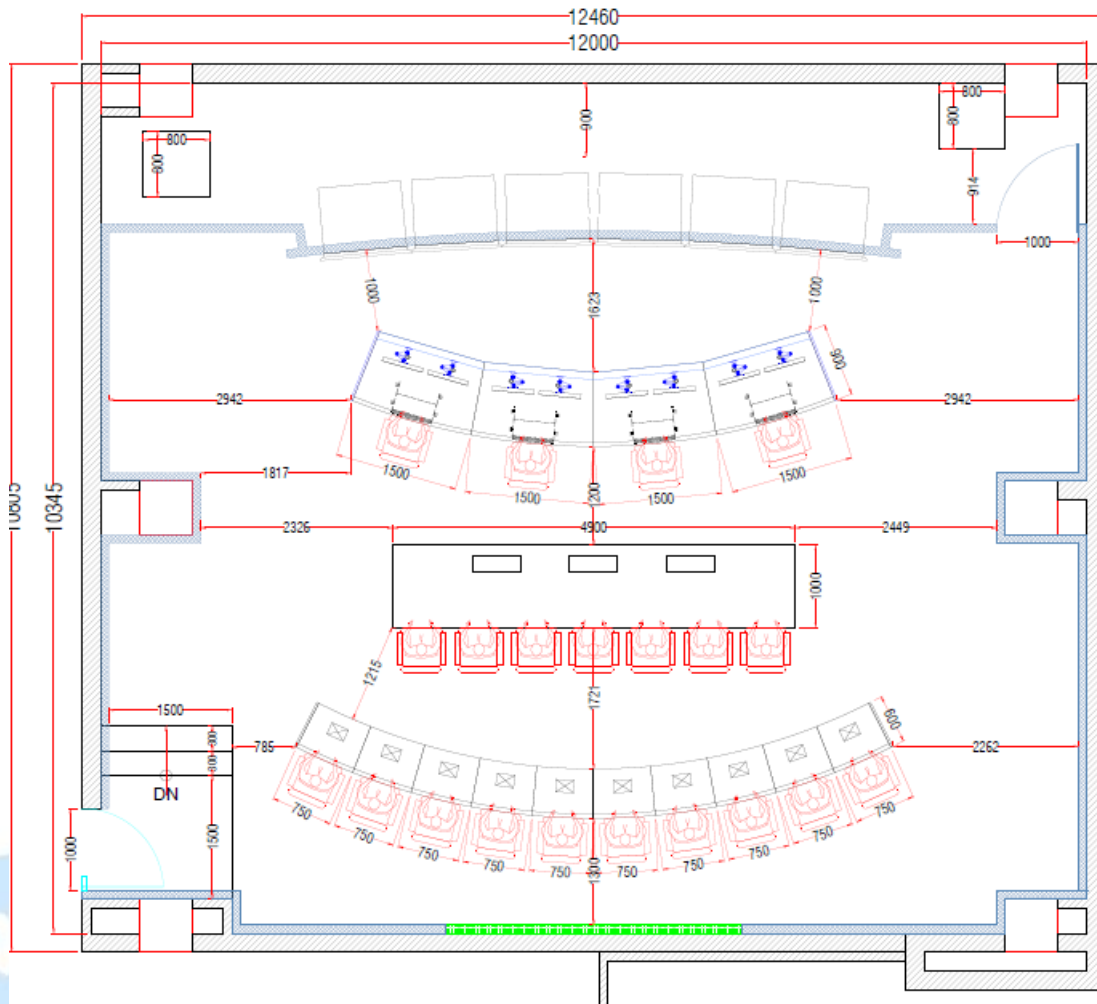
- 4.1 For non-compliance of SLR to maintain MTTR, penalty @ 100% of per day rate shall be imposed if MTTR exceeds the maximum permissible limit on each instance
- 4.2 For non-compliance of SLR to maintain Uptime commitment, penalty @ 120% of per day rate shall be imposed if the down time exceeds the maximum permissible on each instance.
- 4.4 Penalty limit would be maximum 20% of the quarterly payment together with issue of warning to the service provider. Upon issue of third instance of warning due to non-performance/ poor performance, NHAI may consider termination of contract and forfeiture of performance bank guarantee. Decision of NHAI shall be final and no correspondence / mercy from service provider shall be entertained by NHAI.

4. deleted

5. Spares

The Service Provider shall also maintain adequate spares to address and rectify any malfunctioning / defects leading to possibility of down time.

Appendix F to ToR: Indicative Design Layout & Specification of Control Desks at CCC



Indicative Ceiling Plan of CCC



Indicative BOQ with Technical Specifications for NHAI HQ Control Room Furniture and Interiors

S.No.	Unit	Description	Qty.
		Control Room Furniture	
1	Set	<p>New Modular Control Desk for 08 monitors & 04 operators</p> <p>1. Desktop made of 25mm MDF with Scratch resistant laminate finish. 2. Front Edge Treatment : Molded PU Nosing over profiled wooden core. Ergonomic edge. 3. Side Panel : 25mm laminated panel. 4. Structure: Powder Coated Aluminium Sturdy Structure and extreme side Aesthetic Legs.</p> <p>Approximate Dimensions :- 1200mm (W) X 800mm (D) X 750mm(H).</p>	1
2	Nos	<p>Conference Table: (7 Seater)</p> <p>Conference Table:</p> <p>1. Table Top: made up of 25mm thick MDF Board with scratch resistant Laminate. 2. Leg: Ergonomically designed and matching with the open office concept. 3. Beam: Beam is made of heavy duty Extruded Horizontal Aluminum. The Extrusions is duly powder coated. 4. Connector: Pipe and structure are interconnected 5. Cable Riser & Cable Tray: made up of MS Powder Coated Finish. 6. Accessories: Flap Approx. Dimensions: 4900(W) X 1200(D) X 750(H)</p>	1
3	Set	<p>New Modular Control Desk for provision of 10 Nos PA</p> <p>1. Desktop made of 25mm MDF with Scratch resistant laminate finish. 2. Front Edge Treatment : Molded PU Nosing over profiled wooden core. Ergonomic edge. 3. Side Panel : 25mm laminated panel. 4. Structure: Powder Coated Aluminium Sturdy Structure and extreme side Aesthetic Legs.</p> <p>Approximate Dimensions :- 1500mm (W) X 700mm (D) X 750mm(H).</p>	1
4	Set	<p>New Modular Control Desk for provision of 08 Nos PA System</p> <p>1. Desktop made of 25mm MDF with Scratch resistant laminate finish. 2. Front Edge Treatment : Molded PU Nosing over profiled wooden core. Ergonomic edge. 3. Side Panel : 25mm laminated panel. 4. Structure: Powder Coated Aluminium Sturdy Structure and extreme side Aesthetic Legs.</p> <p>Approximate Dimensions :- 1500mm (W) X 700mm (D) X 750mm(H).</p>	1
5	Nos	<p>Chair:</p> <p>1. High Back Chair 2. PP Arm 3. Nylon Base 4. Gas Lift 5. Seat Back Net Tapestry</p>	45
6	Nos.	<p>Printer Table for A3 size printer:-1. Table top made of 25mm MDF.2. Proper Cable tray for flow of wire.</p>	1



PART-III
FORMAT FOR BID SUBMISSION

Form T-1: Technical Bid Covering Letter

(To be prepared on letterhead of the Bidder, scanned & uploaded on E-tender portal)

To,
General Manager (IT)
National Highways Authority of India
G 5&6, Sector-10, Dwarka,
New Delhi - 110075

Sub.: RFP for Setting up & Operation of Command and Control Centre at NHAI-HQ

Ref:

Dear Sir,

1. I/We, the undersigned, have carefully examined the contents of the above referred RFP document including amendments/ addendums (if any) thereof and we undertake to fully comply and abide by the terms and conditions specified therein and hereby submit our Bid for the aforesaid service. Our bid for the subject RFP is unconditional and unqualified.
2. I/We offer to execute the work in accordance with the Scope of work and the Conditions of Contract of this RFP both explicit and implied.
3. 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 namely "Prevention of Corruption Act 1988".
4. I/We understand that :
 - (a) This bid, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite Bid Security, shall be summarily rejected.
 - (b) If at any time, any averments made or information furnished as part of this bid is found incorrect, then the bid will be rejected and the contract if awarded on the basis of such information shall be cancelled.
 - (c) NHAI is not bound to accept any/ all Bid(s) it will receive.
 - (d) Until a contract is executed, this bid together with RFP Document as well as notification of Letter of Award issued by NHAI shall constitute a binding Contract between us.
5. I/We declare that :
 - (a) I/We have not been blacklisted/ *declared ineligible* by NHAI or Ministry of Road Transport & Highways, Government of India or any other agency. 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.
 - (b) 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.
 - (c) I/We have *not* directly or indirectly or through an agent *engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice*, as defined in the Contract Agreement, in respect of any tender or request for proposal issued by or any Contract entered into with NHAI or any other public sector enterprise or any government, Central or State; and I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive

practice.

6. In the event of my / our bid being declared as successful bid, I/we agree to enter into a Contract Agreement in accordance with the format of the Contract Agreement. I/We agree not to seek any change in the aforesaid format of the Contract Agreement and agree to abide by the same.

7. I/We certify that :

- (i) I/We have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the subject work or which relates to a grave offence that outrages the moral sense of the community.
- (ii) Neither the bidder nor any of its Directors are the subject of criminal or civil proceedings that could be expected to adversely affect its business or its ability to bid in the present tender.
- (iii) No investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees.
- (iv) I / We don't have any conflict of interest in terms of Clause 2.2 of eligibility criteria defined in this RFP document.**
- (v) The information provided in this technical bid (including the attachments) as well as the financial bid is true, accurate and complete to the best of my knowledge and belief. Nothing has been omitted which renders such information misleading; and all documents accompanying my/our bid are true copies of their respective originals. I/We shall be liable for disqualification or termination of contract at any stage, if any information/ declaration is found to be incorrect or false. I/We will intimate NHAI promptly in case of any change in the information submitted as part of this technical bid.
- (vi) I/We offer the cost of the RFP document and bid security in accordance with the RFP document as per the details furnished below:

	DD/ Bankers Cheque No.	Date	Amount (Rs.)	Issuing Bank/ Branch
1. Tender Fee				
2. Bid Security				

- (vii) The documents in original accompanying the bid document have been submitted in a separate envelope as envisaged in the RFP document and marked appropriately.
- (viii) I am the Director / Authorized Signatory of the aforesaid company / firm and I am authorized to sign this bid on behalf of the firm / company. I am submitting this bid after carefully reading all the terms and conditions contained in the RFP document and its addendum/ amendment, if any, and undertake to abide by the same. It is also certified that the bid is being submitted in the prescribed formats without any addition / deviation / alteration and our bid is unconditional.

We remain,

Yours sincerely,

Name

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

Form T-2: Brief Information about the Bidder(s)

(To be prepared on letterhead of the Bidder, scanned & uploaded on E-tender portal)

Sub.: RFP for Setting up & Operation of Command and Control Centre at NHAI-HQ

Ref:

1. (a) Name of Bidder:

(b) Year of establishment

(c) Constitution of the bidder entity e.g. Government enterprise, private limited company, limited company, proprietorship / partnership firm etc.

(d) In case of a Government enterprise, please indicate as to whether legally and financially autonomous and operate under commercial law.

Yes/ No/ Not applicable

(e) Name(s) of Directors/ Proprietors/ Partners

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

(a) Complete postal address:

(b) Fixed telephone number

(c) Mobile telephone number

(d) E-mail address
3. Name & Address of the principal banker⁷:

(a) Bank A/c Number

(b) Branch Address

(c) IFSC /MICR Code:
4. Name of the Statutory Auditor/ Company Secretary/ Chartered Accountant certifying the documents along with his/ her Membership number, if applicable:

Name

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

Note: In case of JV/ Consortium, the aforesaid information shall be required for each member of the JV/ Consortium separately.

⁷ These details are required for refund of Bid Security.

Form T-3: Power of Attorney

Know all men by these presents, we, (name of 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 Bid for selection as the Service Provider for “Setting up & Operation of Command and Control Centre at NHAI-HQ” proposed by National Highways Authority of India, including but not limited to signing and submission of all applications, bid(s) and other documents and writings, and providing information/ responses to NHAI, representing us in all matters before NHAI, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with NHAI in all matters in connection with or relating to or arising out of our Bid for the said Tender 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 Authorised 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 Authorised Representative/ Attorney 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 EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2017

For
(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

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

Notes:

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

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

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



Form T-4: Power of Attorney for Lead Member of JV/ Consortium

Whereas the National Highways Authority of India (“Authority”) has invited bids from interested parties for the *selection as the Service Provider for “Setting up & Operation of Command and Control Centre at NHAI-HQ”* (“the Project”).

Whereas,, and (collectively the “JV/ Consortium”) being Members of the JV/ Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the JV/ Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV/ Consortium, all acts, deeds and things as may be necessary in connection with the JV/ Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s....., having its registered office at, being one of the Members of the JV/ Consortium, as the Lead Member and true and lawful attorney of the JV/ Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV/ Consortium and any one of us during the bidding process and, in the event the JV/ Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the JV/Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV/Consortium and generally to represent the JV/Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV’s/ Consortium’s bid for the Project and/ or upon award thereof till the Contract is entered into with the Authority and Completed.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ JV/Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20.....

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

Witnesses:

1.

2.

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. **The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be duly notarised by a notary public.***
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

Form T-5: Joint Bidding Agreement for JV/ Consortium

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. {..... Limited, and having its registered office at } (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, having its registered office at } and (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, and having its registered office at } (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, {SECOND and THIRD} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) THE NATIONAL HIGHWAYS AUTHORITY OF INDIA, established under the National Highways Authority of India Act 1988, represented by its Chairman and having its principal offices at G-5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bids**”) by its Request for Proposal No NHAI/13051/01/2017-IT (Revised) dated 21/06/2017 (the “**RFP**”) for award of contract for “*Setting up & Operation of Command and Control Centre at NHAI-HQ*” (the “**Project**”).
- (B) The Parties are interested in jointly bidding for the Project as members of a JV/ Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the JV/ Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a JV/ consortium (the “**JV/ Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this JV/ Consortium and not individually and/ or through any other JV/Consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Joint Venture is declared the selected Bidder and awarded the Project, it shall enter into an Contract Agreement with the Authority for performing all its obligations as the Service Provider in terms of the Contract Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and till the completion of Project as per Contract Agreement;

(b) Party of the Second Part shall be {the _____Member of the Consortium ;}

{(c) Party of the Third Part shall be the _____Member of the Consortium; and}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract Agreement, till such time as the completion of the Project is achieved under and in accordance with the Contract Agreement.

6. Stakes in the JV/ Consortium

The Parties agree that the proportion of stakes among the Parties in the JV/ Consortium shall be as follows:

First Party:

Second Party:

{Third Party:}

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JV/ Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material

adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until completion of the Project is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the JV/ Consortium. However, in case the JV/ Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

(Signature)
(Name)
(Designation)
(Address)

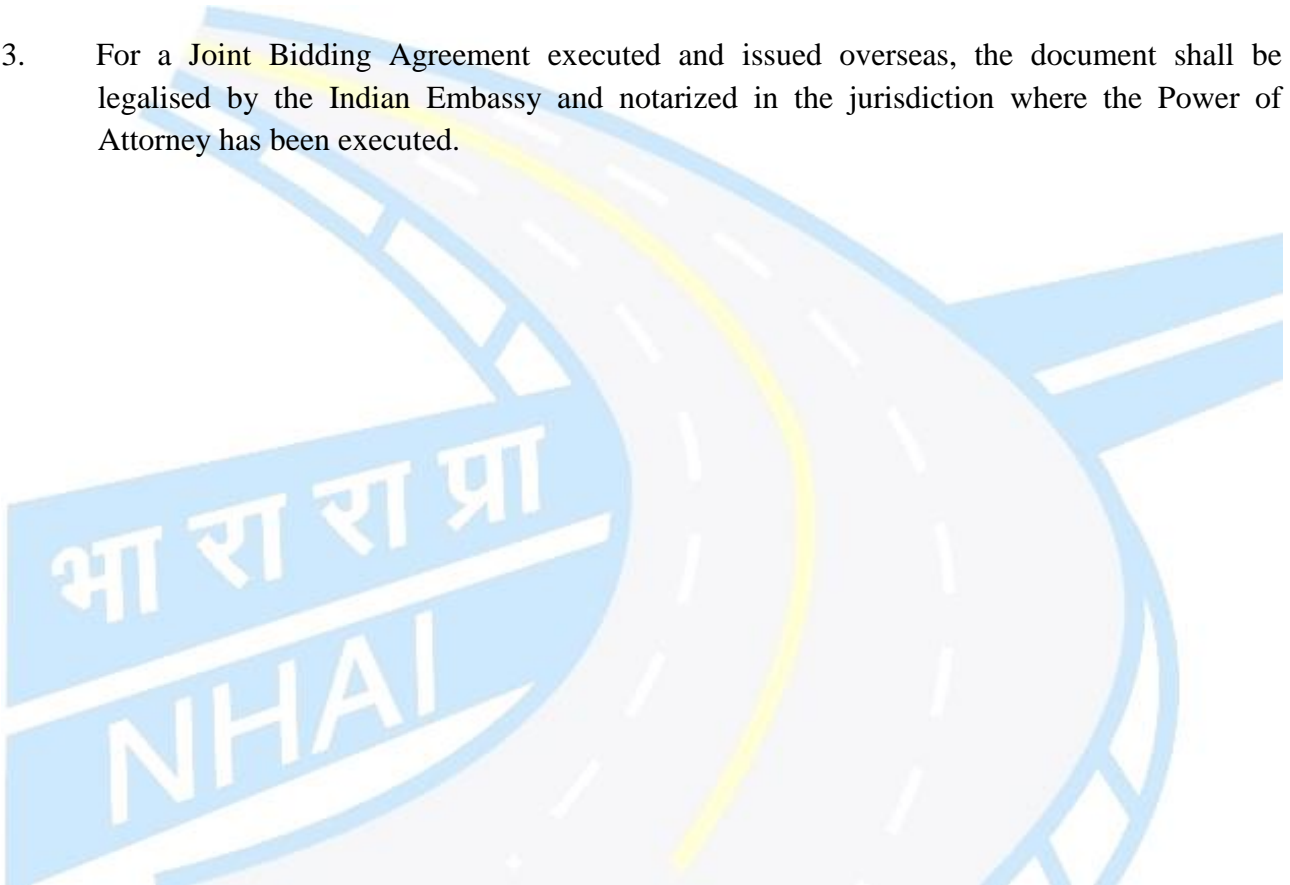
In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement 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. ***The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be duly notarised by a notary public.***
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.



Form T-6: Format of submission of Work Experience / Technical Strength of Bidder

Sub.:

Ref: RFP No.

Client Details Client Name: Address: Name of Contact Person: Contact No. Contact E-mail ID. <i>(official e-mail ID)</i>		Name of Work / Project ⁸
		Location:
		Approximate Value of Work / Project (INR)
Start Date		Present Status of Project (as per the Bidders mandate)
Completion Date		
Present Status		
Application Users		
Name of Persons Deployed (Key Persons only)		
Detailed features of Project Executed:		

Name

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

Dated: /...../2017

Note: Bidder should submit relevant details of each projects in this format and should enclose:

- (i) *Go-live / acceptance / completion Certificate issued by the customer; and*
- (ii) *Work Order / Purchase order / Copy of contract / Letter of Award highlighting detailed scope of project implemented within the last 5 financial years prior to the Bid due date as proof for the same.*

⁸ Please furnish duly filled Form T-4 in support of each relevant project experience claimed

Form T-7: Affidavit on Litigation / Arbitration History
(on Non-judicial Stamp Paper of Value Rs.100/-)

Name of Bidder:

The Bidder should provide information on any history of litigation or arbitration resulting from the contracts executed for NHAI / MoRT&H in the last five years or currently under execution.

Year	Award for or against Bidders	Name of Client, Cause of Litigation and Matter in Dispute	Disputed Amount (Current Value in India Rs.)	Actual Awarded Amount in India Rs.

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING / EXPELLING OF BIDDER OR ABANDONMENT OF WORK BY BIDDER

1. (a) Has the Bidder or its constituent partners history of litigation awarded against him?

Yes	No
-----	----

(b) If yes, give details

.....

2. (a) Has the Bidder or any of its Constituent Partners or Directors been debarred / expelled, during the last 5 years as on the date of bid, on the basis of their performance in any assignment or for any other reason including fraudulent and corrupt practices, etc?

Yes	No
-----	----

(b) If yes, give details including period of debarment:

.....

3. (a) Has the Bidder or any of its Constituent Partners or Directors failed to perform on any contract, during the last 5 years as on the date of bid, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award or has been expelled from any work or contract or have had any contract terminated for breach on their part or abandoned any contract work or has been declared bankrupt?

Yes	No
-----	----

(b) If yes, give details

.....

Note: *If any information in this affidavit is found to be incorrect or concealed, prequalification / bid will be summarily rejected. Based on information in this affidavit, NHAI, in its sole discretion shall take a decision to prequalify the Bidder.*

Form T-8 Format of Certificate in respect of Bidder's Average Annual Turnover and Networth

CERTIFICATE (To be given by a Statutory Auditor)

Sub.:

Ref: RFP No.

Dated: /...../2018

Certificate of Annual Turnover and Networth

It is certified that we have examined the audited books of accounts of M/s. _____ (name and address of the bidder) _____ and the details of the annual turnover during the last three financial years and net worth as on 31.03.2017 are as under:

a) Annual Turnover from Information Technology / Communication Technology / System Integration Business

Amount in Rs.

Financial Year⁹	Amount in figures	Amount in words
FY 2015-16		
FY 2016-17		
FY 2017-18		
Average of 3 years		

b) Net Worth

Amount in Rs.

As on¹⁰	Amount in figures	Amount in words
31.03.2018		

(Signature of Statutory Auditor)

Name:

Seal:

Place:

For (Name of Accounting Firm)

Name of Partner/Proprietor

Membership Number

Rubber Stamp

**Form T-10 Details of Certification(s), Affiliation(s),
 Authorised Partner(s) of OEM/Other leading technology providers/
 System Integrators, supported with certified copies.**

Sub.: Setting up & Operation of Command and Control Centre at NHAI-HQ

Ref:

Dated: /...../2018

Sr. No.	Particulars of Certification(s), Affiliation(s), International rating(s), Authorised Partner(s)	Details of Technology Partner or Agency granting certification, affiliation, etc.	Year of Achievement	Validity (if any)
1				
2				
3				
4				
5				
6				

Please add additional rows, if required.



Form T-12: PROFORMA FOR SUBMITTING WRITTEN QUERIES

(To be submitted in doc/editable format only at the given email address¹¹)

Sub.: RFP for Setting up & Operation of Command and Control Centre at NHAI-HQ

Ref:

Name of Company: _____,

Name of Person _____

Contact No. _____,

Email Id: _____

S.	Page no. of RFP	Clause	RFP Statement	Query	Remarks

Form F-1: Format for Financial Bid Submission

(For sample only, actual Format to be downloaded from e-tender portal for on-line submission)

Sub.: RFP for Setting up & Operation of Command and Control Centre at NHAI-HQ

Ref:

Dear Sir,

I/We, the undersigned having examined the above referred RFP including addendums thereof and, hereby offer to submit our bid to undertake the subject assignment with total bid value as per milestone and break-up furnished below.

S. No.	Item	Quantity	Unit Rate	Duration	Amount (In Rs.)
	A	B	C	D	E = B X CXD
OPEX					
S. No.	Item	Quantity	Unit Rate per quarter	Total Quarters	Total Amount for 5 years (In Rs.)
1	CCC at NHAI HQ	1		20	
1 (a)	Video Wall	1		20	
1 (b)	Video Wall Controller workstation	1		20	
1 (c)	All-in-one workstation	4		20	
1 (d)	Laptop	1		20	
2	Manpower at HQ				
2 (a)	Team Lead	1		20	
2 (b)	Engineer	1		20	
2 (c)	Office Assistant	1		20	
2 (d)	Attendant	1		20	
	Total				

Total in words :

Notes:

1. Above breakup of rates is only for determining the total bid value for shortlisting the successful bidder for work award. However actual payments shall be regulated based on the actual number of items / services as per ToR delivered during the billing period.
2. Deleted
3. NHAI reserves the right to increase or decrease the quantities of items / services indicated in the above BOQ and the payments shall be based on the actual quantity of items / services.
4. I/We do hereby confirm that my/ our bid price include all statutory taxes/ levies but excluding GST (as applicable on the services). I/ We also declare that any tax, surcharge on tax and / or any other levies, if altered in future and payable under the law, the same shall be borne by me/ us.
5. The quoted rates for all items shall remain unchanged for entire term of the Contract Agreement.
6. This bid is **valid** for a period of **120 calendar days** from the bid due date.

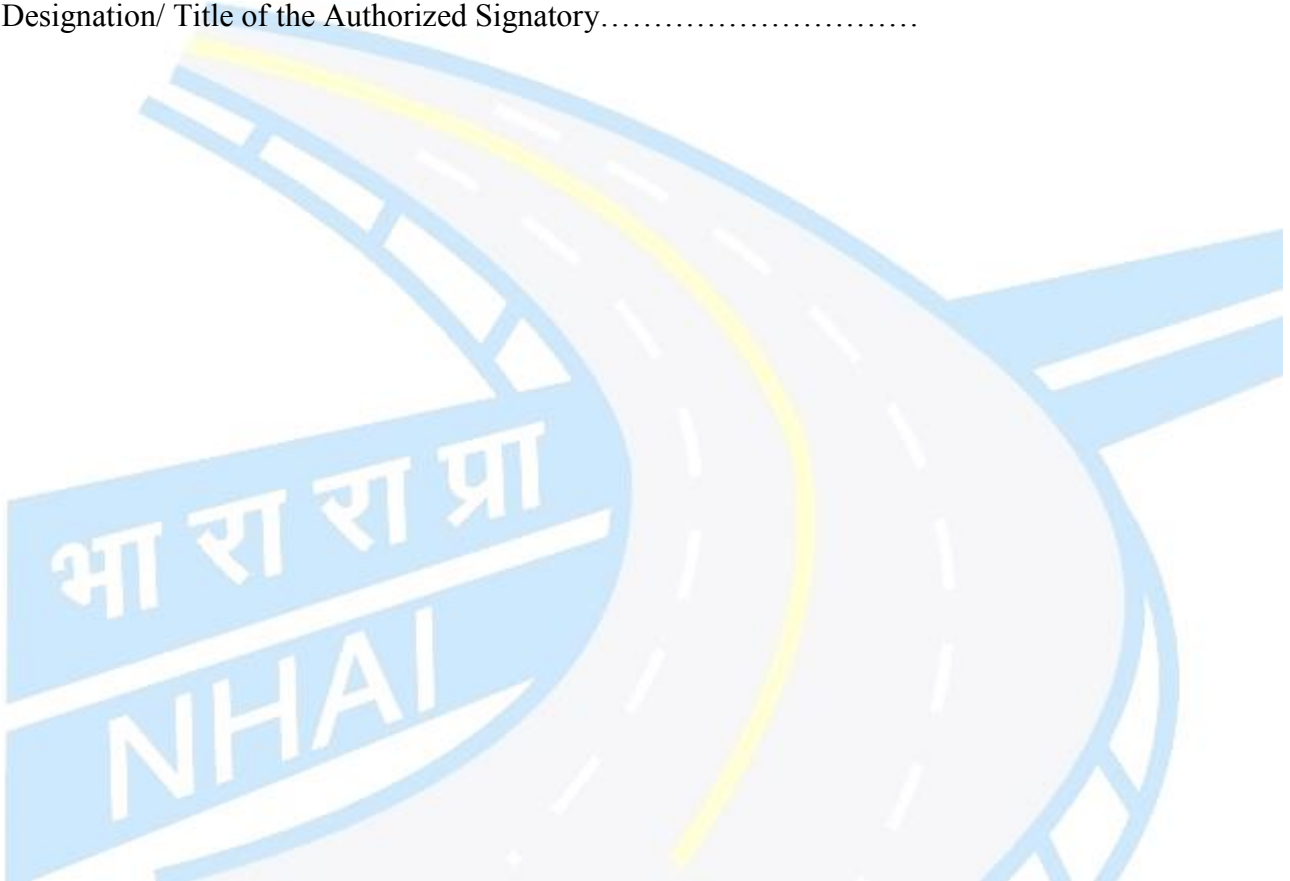
7. I/ We, understand that the

- (a) applicable GST (as applicable on services) shall be reimbursed by NHAI separately on production of proof of payment and CA certificate; and
- (b) TDS will be deducted against payments as per Applicable Law.
- (c) In case of any difference in figures and words, the amount mentioned in words will prevail.

Yours sincerely,

Name

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



FORMAT FOR SUBMISSION OF PBG

Performance Bank Guarantee (PBG)

To,
The Chairman,
National Highways Authority of India
Plot Nos. G-5 & 6, Sector-10
Dwarka, New Delhi – 110075
India

WHEREAS M/s _____ [Name and address of Agency] (hereinafter called “the Service Provider”) has applied in pursuance to NHAI’s Notice Inviting Tender (NIT) against RFP No. dated for “-----” and has been adjudged successful bidder vide Letter of Award (LoA) No. dated and has been asked to sign a Contract Agreement in terms of the said RFP.

AND WHEREAS it has been stipulated by NHAI 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 contract.

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

NOW THEREOF 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.

1. We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.
2. 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 thereunder 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.
3. We undertake to pay to the NHAI any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceedings 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.
4. 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.
5. This guarantee shall also be operatable 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.

6. This bank guarantee shall be valid from

7. 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

Date :

Name:
Designation:
Employee Code Number:
Telephone Number:

Name of issuing bank branch _____

Address _____

Telephone number _____

E-mail: _____

Name of controlling bank branch _____

Address _____

Telephone number _____

E-mail: _____

Name of bank branch at New Delhi _____

Address _____

Telephone number _____

E-mail: _____

PART-IV

DRAFT FORM OF CONTRACT AGREEMENT



DRAFT CONTRACT AGREEMENT

No.

This Contract Agreement (hereinafter called the "Contract") is made on this ____ day of the month of _____, 2017.

BETWEEN

National Highways Authority of India (NHAI), constituted by an Act of Parliament, The National Highways Authority of India Act, 1988, and having its head office at G 5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the "NHAI", which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the first part.

AND

M/s _____, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at _____ (for and on behalf of Consortium comprising _____ and (collectively the "Consortium") with _____ as its lead member (the "Lead Member")) (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the OTHER PART.

WHEREAS

- (a) the Service Provider, in the ordinary course of its business, is engaged in providing similar services to their clients, and have represented to NHAI through their bids, against RFP for *Setting up & Operation of Command and Control Centre at NHAI-HQ*, RFP No. _____ on above subject. (hereinafter called the "Tender") for _____ that they have the required professional skills, personnel and technical resources to provide the required Services;
- (b) on the basis of the said Tender, NHAI has adjudged the Service Provider as a Successful Bidder and issued Letter of Award (LoA) No. _____ dated ____ 2017 for the same;
- (c) the Service Provider has agreed through their letter of acceptance No _____ dated _____ to provide the said Services on the terms and conditions set forth in this Contract Agreement and has also submitted performance bank guarantee equivalent to _____ (Rs. _____) such that it remains valid until one year beyond completion of the contract.

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

1. The mutual rights and obligations of the Service Provider and NHAI shall be as set forth in this Contract Agreement, in particular:
 - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) NHAI shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

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

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

FOR AND ON BEHALF OF
(National Highways Authority of India)
(Authorized Representative)
Name : _____
Designation _____
National Highways Authority of India
G-5&6, Sector – 10, Dwarka
New Delhi – 110075

In the presence of following witnesses:

Name : _____
Designation _____
National Highways Authority of India
G-5&6, Sector – 10, Dwarka
New Delhi – 110075

Name : _____
Designation _____
National Highways Authority of India
G-5&6, Sector – 10, Dwarka
New Delhi – 110075

FOR AND ON BEHALF OF
(M/s _____)
(Authorized Representative)
Name : _____
Designation : _____
M/s _____
Address : _____

Name : _____
Designation : _____
M/s _____
Address : _____

Name : _____
Designation : _____
M/s _____
Address : _____

DEFINITIONS AND INTERPRETATIONS

1.1 Definition

The words and expressions beginning with capital letters and defined in this Contract Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules annexed hereto. Words used in capitals and not defined herein but defined in the RFP shall have the meaning as ascribed thereto in the RFP.

1.2 Interpretation

1.2.1 In this Contract Agreement, unless the context otherwise requires,

- a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;
- b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and as from time to time may be amended, modified, supplemented, extended or re-enacted;
- c) references to a “**person**” and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- d) the table of contents, headings or sub-headings in this Contract Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Contract Agreement;
- e) the words “**include**” and “**including**” are to be construed, without limitation and shall be deemed to be followed by “**without limitation**” or “**but not limited to**” whether or not they are followed by such phrases;
- f) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- g) any reference to day shall mean a reference to a calendar day;
- h) references to a “**business day**” shall be construed as a reference to a day (other than a Sunday and holidays) on which banks in their respective States are generally open for business;
- i) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;
- j) references to any date, period or time shall mean and include such date, period or time as may be extended pursuant to this Contract Agreement;

- k) any reference to any period commencing “**from**” a specified day or date and “**till**” or “**until**” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Contract Agreement is not a business day, then the period shall run until the end of the next business day;
- l) the words importing singular shall include plural and vice versa;
- m) “**lakh**” means a hundred thousand (100,000) and “**crore**” means ten million (10,000,000);
- n) references to the “**winding-up**”, “**dissolution**”, “**insolvency**”, or “**reorganization**” of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;
- o) save and except as otherwise provided in this Contract Agreement, any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-clause shall not operate so as to increase liabilities or obligations of NHAI hereunder or pursuant hereto in any manner whatsoever;
- p) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Contract Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise;
- q) the Schedules and Recitals to this Contract Agreement form an integral part of this Contract Agreement and will be in full force and effect as though they were expressly set out in the body of this Contract Agreement;
- r) references to Recitals, Articles, Clauses, Sub-clauses or Schedules in this Contract Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses and Schedules of or to this Contract Agreement and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Contract Agreement or of the Schedule in which such reference appears; and
- s) the damages payable as set forth in this Contract Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the “**Damages**”);
- t) “Arbitration Act” means the Arbitration and Conciliation Act, 1996 and shall include modifications to or any re-enactment thereof as in force from time to time;
- u) “SYSTEM” means “*Command and Control Centre system at NHAI-HQ*”

v) “Effective Date” shall mean date of this Contract Agreement;

1.2.2 Any word or expression used in this Contract Agreement shall, unless otherwise defined or construed in this Contract Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.3 Arithmetic conventions

All calculations shall be done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4 Priority of Agreements, Clauses and Schedules

1.4.1 In case of inconsistency between the provisions of this Contract Agreement and the RFP, the terms of this Contract Agreement shall prevail to the extent of such inconsistency.

1.4.2 In case of ambiguities or discrepancies within this Contract Agreement, the following shall apply:

- (a) between two or more Clauses of this Contract Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
- (b) between any two Schedules/Articles, the Schedule / Article relevant to the issue shall prevail;
- (c) between the written description on the drawings/design documents, if any, and the Specifications and Standards, the latter shall prevail; and
- (d) between any value written in numerals and that in words, the latter shall prevail.

CONDITIONS OF CONTRACT**1. Scope of Work**

The Service Provider shall perform the services specified in Terms of Reference at Schedule-B, of this Contract Agreement.

2. Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between NHAI and the Service Provider. The Service Provider, subject to this Contract Agreement, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. Service Provider shall alone be responsible for the remuneration and statutory compliance with respect to its employees, contractors or representatives. NHAI has no liability w.r.t. the representatives/ employees of the Service Provider. Service Provider will keep NHAI fully indemnified in this regard.

3. Governing Law and Jurisdiction

This Contract Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Delhi shall have exclusive jurisdiction over matters arising out of or relating to this Contract Agreement.

4. Language

This Contract Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract Agreement.

5. Effectiveness of Contract

This Contract Agreement shall come into effect on the date the Contract is signed by both the Parties. The date, the Contract comes into effect is defined as the Effective Date.

6. Commencement of Services

The Service Provider shall commence the Services to NHAI as per the Schedule-B of this Contract Agreement.

7. Expiration of Contract

- (a) The term of this Contract Agreement shall be for a period of 5 (five) years with effect from Effective Date. Any additional implementation work awarded during this 5 years period shall be adjusted as implementation and O&M in such a manner that the said period does not exceed beyond the initial five years or additional extended period thereof, if approved by NHAI, as the case may be.
- (b) The Agreement Period may be further extended for a period of another two years on the existing terms and conditions subject to satisfactory performance and continued requirement of NHAI at its sole discretion.

8. Assignment

This Contract Agreement shall not be assigned by the Service Provider to any person / agency save and except with the prior consent in writing of NHAI and NHAI shall be entitled to decline without assigning any reason whatsoever.

Notwithstanding anything to the contrary contained in this Contract Agreement, NHAI may, after giving 30 days' notice to the Service Provider, assign and/ or transfer any of its

rights and benefits and/or obligations under this Contract Agreement to an assignee who is, in the reasonable opinion of NHAI, capable of fulfilling all of the NHAI's then outstanding obligations under this Contract Agreement.

9. Severability

If for any reason whatsoever any provision of this Contract Agreement 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 Agreement or otherwise.

10. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract Agreement shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified below. The mode of service of any notice shall be either courier or registered post or e-mail or fax or by hand.

The addresses for service of Notice shall be:

NHAI: General Manager (IT)
Attention: R.C. Palekar
Address: National Highways Authority of India,
G-5&6, Sector-10, Dwarka,
New Delhi - 110075
E-mail: palekar@nhai.org

Service Provider:
Attention:
Address:
E-mail:

11. deleted

12. Payment Terms

- a) Operation and Maintenance shall start immediately after the system commissioning and acceptance by NHAI.
- b) During O & M period, The Service Provider shall submit the system generated attendance record of each employee deployed at the locations with each service invoice. The amount against manpower will be payable only for the duration the O & M personnel available at HQ.
- c) The Service Provider will be paid on quarterly basis towards the services made available to NHAI and subject to deductions of penalties on account of:
 - (i) Delayed system commissioning and thus a delayed start of operations of the system:
 - (ii) Inability to meet Service level requirements in system operation
- d) The above payment shall be made in Indian Rupees within 30 days of receipt of the invoice by NHAI. The Service Provider's performance and monthly reports related to the submitted invoice will be evaluated by NHAI before certifying the same for payment.
- e) The quoted prices are inclusive of all Taxes & duties except GST (as applicable on services), which shall be reimbursed separately on production of proof of payment and certificate from Chartered Accountant.
- f) NHAI is not liable to pay any amount (except the amount stated above) of any nature whatsoever. It is clarified that no amount toward cost or expenses incurred, of whatsoever nature, shall be payable separately for carrying out the services prior to or after the field work such as holding discussion, if any, as considered necessary by NHAI or otherwise, for any purpose at NHAI's Head office or elsewhere, prior, during and after the conduct of an assignment at site.

13. Deleted

14. Fraud and Corruption

14.1 Definitions

It is NHAI's policy that NHAI as well as Service Providers observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, NHAI defines, for the purpose of this provision, the terms set forth below as follows:

- (a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or execution of a contract with NHAI; and includes collusive practice among bidders, prior to or after bid submission, designed to establish

- bid prices at artificially high or non-competitive levels and to deprive NHAI of the benefits of free and open competition;
- (c) “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of NHAI, designed to establish prices at artificial, non-competitive levels;
 - (d) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (e) “unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was not agreed to; and
 - (f) “restrictive practices” means forming a cartel or arriving at any understanding or arrangement among bidder(s) with the objective of restricting or manipulating a full and fair competition in the bidding process.

14.2 Measures to be taken by NHAI

- (a) NHAI may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to NHAI to remedy the situation;
- (b) NHAI may also sanction against the Service Provider, including blacklisting / declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract with NHAI.

15. Confidentiality of the Assignment/Findings

The Service Provider shall not, during the term of this Contract Agreement and within three years after its expiration or termination, disclose or permit to be disclosed any proprietary or confidential information relating to the services, this Contract Agreement or the NHAI’s business or operations without the prior written consent of NHAI to any third party other than its agents, consultants, or subcontractors who need to know in connection with the purpose for which it was disclosed and who are bound to preserve the confidentiality thereof, to any person outside its organization, any Proprietary Information.

The Service Provider and its personnel shall use such Proprietary Information only for the purpose for which it was disclosed and shall not use or exploit such Proprietary Information for its own benefit or the benefit of another without the prior written consent of the NHAI. Without limitation of the foregoing, Service Provider shall not cause or permit reverse engineering of any Proprietary Information or recompilation or disassembly of any information or software programs which are part of the Proprietary Information received by it under this Contract Agreement. For the purposes of this Contract Agreement Proprietary information shall include but not be limited to terms of this Contract Agreement, strategies, official secrets, actual and anticipated research, developments or plans, services, software, source codes, inventions, processes, discoveries, formulas, architectures, concepts, ideas, designs, drawings, personnel, financial information, demonstrations, operations, records, assets, technology, data and information derived whether existing or derived / analysed out of the information made available to the Service Provider in form of raw data or reports, in any form whatsoever.

The Service Provider alone shall be responsible to ensure the maintenance of confidentiality as contemplated above and shall be responsible to employ sufficient measures to prevent any unauthorised access of the Proprietary information.

16. Ownership of Equipment & other conditions

- (i) All the material and equipment under the project shall be owned by the Service Provider throughout the duration of contract.
- (ii) Procurement of any System or its subsystems/ Equipment/ Hardware/Software etc. has not been envisaged through this tender. The Service Provider shall be required to provide the services as per the scope of work prescribed herein.
- (iii) The Service Providers are advised to offer and propose the latest technologies/ cost effective/ innovative/ best suitable system and equipment for Traffic Scenario on National Highways and conditions at the project sections.
- (iv) Any studies report or other material, data or information otherwise prepared by the Service Provider for NHAI under the contract including all related database/ files /back up of images/ videos etc. shall belong to and remain the property of NHAI which will be handed over to NHAI in a condition that it can be made use of by it without having to procure any propriety software/ tool.

17. Insurance cover to be maintained

- (a) All the material and equipment shall be owned by the Service Provider throughout the duration of contract and the Service Provider shall ensure to maintain proper insurance coverage of its equipment against fire, theft, vandalism or any other perceived risk(s) / natural disaster etc.
- (b) In addition to material and equipment, the Service Provider shall also ensure to have adequate insurance for all its personal working/ deployed under this Contract Agreement.
- (c) The Service Provider shall indemnify NHAI against any damage/ loss of property or personnel of Service Provider working on any site under this Contract Agreement.

18. No partnership

This Contract Agreement 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 an agent or representative of, or to otherwise bind, the other Party.

19. 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 is agreed and acknowledged by the Service Provider that intellectual property rights in the Proprietary Information as well as any other data or information/ reports generated during the performance of services contemplated herein by the Service Provider shall always vest with NHAI and Service Provider will not have any right in such IPR whatsoever.

20. Force Majeure

Neither party shall in any event be liable for any failure to perform its obligations under this Contract Agreement due to any events beyond the reasonable control of either party or any events of force majeure.

No Party shall be considered in default of performance of its obligations under the terms of this Contract Agreement, if such performance is prevented or delayed for any causes beyond the reasonable control of the Party affected by such event (hereinafter referred to as “**Affected Party**”), including, but not limited to, fire, flood, explosion, acts of God, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war,

enemy actions which substantially bars the performance of obligations of the Affected Party (hereinafter referred to as “**Force Majeure Event**”)

20.1 Reporting of Force Majeure

If a Force Majeure Event arises in the aforesaid manner, the Affected Party shall within maximum 24 hours notify the other Party in writing of such condition and the cause thereof. However, in case the Service Provider claims to have suffered a Force Majeure Event, the Service Provider shall continue to perform its obligations under this Contract Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance, unless otherwise directed by NHAI.

20.2 Mitigate the Force Majeure Event

Upon occurrence of Force Majeure Event, the Affected Party shall immediately take steps as are reasonably necessary to remove the causes resulting in Force Majeure if within its control and to mitigate the effect thereof. Any costs incurred and attributable to such event or curing of the Force Majeure Event shall be solely borne by the Affected Party.

21. Dispute Resolution

- (a) Any dispute or difference whatsoever arising between the parties and of or relating to the construction, interpretation, application, meaning, scope, operation or effect of this Contract Agreement or the validity or the breach thereof, shall be referred to the Society for Affordable Resolution of Disputes (SAROD) and the award made in pursuance thereof shall be final and binding on the parties subject to Provisions of The Arbitration and Conciliation Act, 1996.
- (b) This Contract Agreement shall be governed by, and construed in accordance with, the laws of India and courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Contract Agreement.

22. Termination

- (a) Either party may terminate this Contract Agreement due to breach of terms agreed to in this Contract Agreement by the other party. However, the party aggrieved by the breach shall give written notice to the other party to this Contract Agreement indicating that the contract shall be terminated not earlier than 90 days from the date of the receipt of the notice.
- (b) NHAI, in its sole discretion and for any reason whatsoever, may terminate this Contract Agreement for dereliction in performance of stipulated duties by the Service Provider.
- (c) Notwithstanding anything stated in this Contract Agreement, in the event of any defaults on part of the Service Provider, NHAI shall issue a notice to the Service Provider (hereinafter referred to as Cure Period Notice). If the Service Provider fails to cure the default within the Cure Period, as stated in the Cure Period Notice, the Service Provider shall be deemed to be in default of this Contract Agreement, unless the default has occurred solely as due to Force Majeure or for reasons not attributable to the Service Provider. The Cure Period under this Clause shall be calculated from the date of receipt of the notice by the Service Provider or when the default comes into the knowledge of the Service Provider, whichever is earlier. If the Service Provider fails to remedy the default after lapse of cure period notice, NHAI may consider terminating the contract.

- (d) NHAI may also terminate this Contract Agreement if in its judgment the Service Provider has engaged in corrupt and fraudulent practice in competing for or in execution / implementation of the project.

23. Consequences of Expiry / Termination

- (a) Upon expiry / Termination, the Service Provider shall, without delay or demur, transfer all relevant documents / information/ software application developed under the contract / sources code / back up / data/ permissions to NHAI or any other entity as directed by it;
- (b) Upon expiry / Termination of Contract for any reason whatsoever, the Service Provider shall remove/ dismantle the hardware, equipments, and other items installed on CC units with an obligation to make good the premises of the CC units as was originally allocated subject to normal wear and tear as per prevalent industry practice.
- (c) Upon Termination (except on account of expiry of Term of this Contract Agreement or Force Majeure), NHAI shall be entitled to appropriate the Performance Security.
- (d) In case of termination of the project at the discretion of NHAI due to any reasons not attributable to the Service Provider, the Service Provider will get amount equivalent to two (2) quarters as compensation towards loss suffered for the remaining un-serviced period of the Contract subject to lock-in period of two (02) years after commissioning and acceptance of the systems. **Two (2) years lock-in period is subject to satisfactory performance of the contractor.** Pursuant to payment of such compensation, the Service Provider shall have no further claim against the NHAI w.r.t. this Contract Agreement.

24. Survival of rights

Notwithstanding anything to the contrary contained in this Contract Agreement, any Termination pursuant to the provisions of this Contract Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, security deposits, and other rights and remedies which it may have in law or contract.

25. Indemnification

- (a) The Service Provider shall indemnify, defend, save and hold harmless, NHAI and M/o Road Transport and Highways (M/o RT&H) and its Officers, Agents 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, such as fees and expenses 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 Service Provider's obligations under this Contract Agreement or any other related agreement or otherwise, any fraud or negligence attributable to the Service Provider or its Agents or Sub-Service Providers, 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 Agreement on the part of NHAI.
- (b) The Service Provider shall indemnify NHAI and M/o RTH of all legal obligations of its professionals deployed. NHAI and M/o RTH also stand absolved of any liability on account of death or injury sustained by the Service Provider's staff during the performance of their work and also for any damages or compensation due to any dispute between the Service Provider and its staff.

- (c) The remedies provided under this Article are not exclusive and shall not limit any rights or remedies that may otherwise be available to NHAI Indemnified Party at law or in equity.
- (d) The provisions of this Article shall survive Termination.

26. Compensation for default by the Service Provider

28.1 In the event of the Service Provider being in breach of this Contract Agreement, unless such default or delay is on account of Force Majeure or through no fault of the Service Provider, the Service Provider shall pay to NHAI, all direct costs suffered or incurred by NHAI as a consequence of such breach, within 30 days of receipt of the demand supported by necessary particulars thereof.

28.2 The Service Provider shall pay to NHAI all direct costs suffered or incurred by NHAI 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, such as fees and expenses incurred), joint or several, that arise out of, or based upon:

- (i) any untrue statement or misrepresentation of a material fact provided by the Service Provider or an omission to state a material fact required to be communicated;
- (ii) any non-performance or breach of the roles, responsibilities, representations, warranties, undertakings and declarations contained herein by the Service Provider or its directors, employees, personnel or representatives.
- (iii) negligence, fraud or misconduct of the Service Provider or any of its employees, agents, affiliates or advisors.

27. Cap on Liability of Parties

Notwithstanding anything stated herein above and under any circumstances, the liability of Service Provider under this Clause for each site shall not exceed the equivalent amount payable for four quarterly payments.

28. Survival

The provisions of this Article shall survive Termination.

29. Representation and warranties of the Service Provider

The Service Provider declares, represents, and warrants as follows:

29.1 It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Contract Agreement and to carry out the works and provide services contemplated hereby;

29.2 It has taken all necessary corporate actions under Applicable Laws to authorize the execution and delivery of this Contract Agreement and to validly exercise its rights and perform its obligations under this Contract Agreement;

29.3 It has obtained all necessary internal/external approvals, registrations and certifications required from relevant authorities and other entities for fulfilling its obligations as set out in this Contract Agreement;

- 29.4 It has not violated any of the conditions subject to which such approvals, registrations and certifications have been granted or any other applicable regulations and / or guidelines or directives or statutes;
- 29.5 It shall ensure that such approvals, registrations and certifications will remain in force, including, by taking prompt steps for timely renewal of the same;
- 29.6 It undertakes to continue to comply with all Applicable Laws with respect to its roles / obligations under this Contract Agreement;
- 29.7 There are no actions, suits, proceedings, or investigations pending 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 Agreement 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 Agreement;
- 29.8 It shall at no time sub-contract any of its obligations under this Contract Agreement without the prior permission from NHAI . NHAI. Provided that in case in case the Service Provider proposes to sub-contract any of its obligations under this Contract Agreement, it shall seek written permission along with the details of the activities that it proposes to sub-contract to third parties;
- 29.9 No representation or warranty by the Service Provider contained herein or in any other document furnished by it to NHAI in relation to Applicable Laws contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- 29.10 No sums, in cash or kind, have been paid or will be paid, by or on behalf of the Service Provider, to any person by way of fees, commission or otherwise for securing the award of this Contract Agreement or for entering into this Contract Agreement or for influencing or attempting to influence any officer or employee of NHAI in connection therewith.

TERMS OF REFERENCE (ToR)

(To insert contents of Part II i.e. ToR prescribed under RFP Document)

