



Indian Highways Management Company Ltd.

**Setting up and operationalising
live web radio with mobile app
for Road Users on National
Highways**

Request for Proposal

IHMCL/Web Radio/2017

September, 2017

**Corporate Office: Second Floor, MTNL Building, Sector-19, Dwarka,
New Delhi - 110075, India**

**Regd. Office: NHAI, G-5&6, Sector-10, Dwarka, New Delhi - 110075
CIN: U74140DL2012PLC246662**

PART - I**1. Definitions**

Bid Security/EMD	Earnest Money Deposit/ Bid Security as defined in clause 3.5 of the RFP
Bid(s)	The technical and financial offer received by the employer in pursuance of the RFP document.
Bidder	Companies bidding in the subject tender with intent to provide services to IHMCL under the contract
Bidding Process	The bidding process as laid down in clause 3.20 of the RFP
Bid Due Date	Last date of submission of Bids as specified in 'Schedule of Important events/activities' appearing elsewhere in RFP
RJ	Radio Jockey
Conflict of Interest	As defined in clause 3.4 of the RFP
Employer	(IHMCL referred as IHMCL in RFP , hence not necessary)
LOA	Letter of Award to be issued by IHMCL to Successful Bidder in accordance with clause 3.21 of the RFP
MoRTH	Ministry of Road Transport & Highways, Government of India
NHAI	National Highways Authority of India
IHMCL's web site	http://www.ihmcl.com
PoA	Power of Attorney
Service Provider	Successful bidder selected by IHMCL for execution of service who has executed contract agreement with IHMCL
Qualified Bidder	Bidder who fulfils the Technical and Financial Eligibility Criteria specified in RFP
Successful Bidder	As defined in clause 3.20.4
Contract Agreement	Agreement to be executed between IHMCL and Successful Bidder after compliance of the conditions specified in LOA by the Successful Bidder

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

2. SCHEDULE OF IMPORTANT EVENTS / ACTIVITIES

Sl. No.	EVENT	DATE (Unless otherwise notified separately)
1	Last date for submission of queries/ clarifications by the prospective bidders	25.09.2017
2	Pre-bid Meeting	26.09.2017 at 11:00 Hrs.
3	Last date/time for submission of bids	06.10.2017 at 15:00 hrs
4	Opening of bids (Verification of RFP Document Fee & Bid Security and power of attorney)	06.10.2017 at 16:00 hrs
5	Opening of Financial bids	To be intimated to successful pre-qualified bidders

NOTE: The above-mentioned schedule of event(s) may be changed, at the discretion of IHMCL, without assigning any reason. Such change of date(s), if any, will be suitably notified only through IHMCL's website www.ihmcl.com. Interested persons/ Prospective Bidders are advised to periodically monitor the information relating to this tender on IHMCL's website.

3. INFORMATION TO BIDDERS**3.1. BACKGROUND AND REQUIREMENTS**

- a) The National Highways Authority of India (NHAI) was constituted by an Act of Parliament, the National Highways Authority of India Act, 1988. It is responsible for the development, maintenance and management of National Highways entrusted to it and for matters connected or incidental thereto. NHAI is mandated to implement National Highways Development Project (NHDP). NHAI awards works for construction and maintenance of highways to BOT Concessionaires.
- b) India has one of the largest road networks of over 52.32 lakh km, which comprises approximately 1 lakhs Kms of existing National Highways and approximately 1 lakhs KMs recently added to it thus making total National Highways approx. 2.0 lakhs Kms. The roads in India carry approx. 85% of passenger and 70% of freight traffic. Though National Highways constitute only 2% of road network but carry 40% of the traffic on India roads.
- c) Due to heavy traffic, there are frequent traffic jams at toll plazas causing inconvenience to the highway users. In order to overcome this problem and improve transparency as well as faster clearance, Indian Highways Management Company Limited (IHMCL), a Company promoted by NHAI, incorporated in 2012 proposes to implement Web Radio initially on Delhi-Mumbai Stretch to provide live traffic updates and safety awareness messages to users of national highways through web based Radio for Safe, fast & hassle-free travel on National Highways. .

- d) Web radio is an audio service transmitted and streamed via the Internet and can be monitored through web page & mobile app in mobile. Web radio is just like other radio but available to listeners only when they want to listen by clicking on radio id on web page or app of mobile. The purpose of the radio is to provide timely traffic updates, news, traffic feeds, weather reports, and alternate routes in case of jam or accident, conjunction of traffic on highways and info of road safety as well as to entertain the drivers, travelers travelling through the highways of India. (To start with the Delhi-Mumbai highway). The services will be provided in 3 languages (Hindi, Hindi-Gujarati, and Hindi -Marathi) across 4 states on Delhi-Mumbai Stretch.
- e) This RFP is being called from Companies operating in this field and having requisite experience and resources to come forward with their services in the field of providing Highway Advisory services via web Radio (HAR) stations or in field of radio /Travelers' Information Stations (TIS).

3.2. ACCESSING THE RFP DOCUMENT:

Detailed RFP document, including bid forms, can be viewed / downloaded from IHMCL website <http://www.ihmcl.com>. Further details may be seen on Section III of this document.

3.3. ELIGIBILITY CRITERIA:

- a) The Applicant (referred to as "Bidder") should be a Company incorporated in India and registered under the Companies Act 2013 or any other previous Company Law.

Documentary proof (copy of certificate of incorporation) shall be submitted as part of the empanelment application.

- b) The Bidder's average annual turnover from services such as production of audio content, setting up and/or operationalizing web radio or related services (excluding receipts from other income) should be at least Rs. 2,50,00,000 (Rs. Two crores Fifty Lacs only) during last three financial years i.e. 2013-2014, 2014-2015 and 2016-2017.

Scanned copy of Documentary proof in the form of a certificate from the Company Secretary or statutory auditor as per the specified format shall be submitted to substantiate the requisite Financial Strength of the Company.

- c) The main objects of the Memorandum of Association of the Bidder should include live or web radio operation ,installation and live streaming Radio broadcast ,FM ,or community radio as one of the main objects .,

Documentary proof (viz. copy of Memorandum of Association and Article of Association of the company) shall be submitted as part of the application.

- d) Technical Strength: The Bidder should have experience of operations of at least 5 simultaneous online net radio channels nonmusical (informative, educative or entertaining net radio / during the last three years (i.e. 2014-2017)as well as experience of developing a platform for android and iOs mobile phones for managing multichannel broadcast.
- e) The Bidder should have a team of minimum 3 expert's broadcaster (for live broadcast) with experience of minimum 10 years in live radio broadcast, educative, entertaining

and informative broadcast of internet radio, private FM, community radio or all India radio. One experts should have be experts in Marathi or Gujarati language.

- f) Experience of developing web page and mobile app: Bidder should have experience of developing IVR based multiple radio app applicable in android and iOs with a web page operative for net radio.
- g) Bidder has to submit a demo capsule of 30 minutes of highway radio live broadcast to show that how they have conceived the highway radio safety concept and how they will broadcast the live net radio. This demo should have RJ links, imaginary phone in traffic updates, traffic awareness segments, contents, and information related to and information related to highway traffic, traffic rules and regulations, with music and entertaining angle. Bidder is free to conceive in there on way the subject and information in innovative and entertaining manner.
- h) Bidder shall submit one samples of radio clock of 24 hours depicting how the radio will work (links, music, segments and updates).
- i) Bidder should have experience of managing IVR driven audio content management 10 members minimum team and staff with technical qualification to run web radio broadcast and content.

Complete details along with copy of documentary proof in the form of copy of contract / work order and / or client's testimonials, if any, shall be submitted against technical requirement specified in clause 3.3 (d – i). Regarding technical capacity in terms of number of operational seats etc., bidder shall submit self-declaration attested by the Authorised Signatory.

Note:

- a) *No Joint venture and/or consortiums are allowed to participate in this tender process.*
- b) *A Bidder declared ineligible by NHAI or Ministry of Road Transport & Highways, Government of India or any other State or Central government agency or Public Sector Undertakings for indulging in corrupt or fraudulent practices shall be ineligible to Bid in this tender.*
- c) *A Bidder debarred or declared non-performing by NHAI shall also not be eligible to Bid during the period so determined.*

3.4. CONFLICT OF INTEREST

3.4.1 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, IHMCL shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to IHMCL for, inter alia, the time, cost and effort of IHMCL including consideration of such Bidder's Bids, without prejudice to any other right or remedy that may be available to IHMCL hereunder or otherwise.

3.4.2 IHMCL requires that the selected bidder provides professional, objective, and impartial advice and at all times hold IHMCL'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 IHMCL.

3.4.3 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.

3.4.4 Conflict of interest may arise between IHMCL and a Bidder. Some of the situations that would involve conflict of interest are identified below:

(a) IHMCL and Bidders:

- Potential service provider should not be privy to information from IHMCL which is not available to others; or
- Potential service provider should not have defined the project when earlier working for IHMCL;
or
- Potential service provider should not have recently worked for IHMCL overseeing the project.

(b) The participation of companies that may be involved as investors or consumers and officials of IHMCL who have current or recent connections to the companies involved, therefore, needs to be avoided.

(c) 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 IHMCL. All conflicts must be declared as and when the Bidder becomes aware of them.

(d) Every project contains potential conflicts of interest. Bidders should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to IHMCL at the earliest. Officials of IHMCL involved with the project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

3.4.5 Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the bidding process, if:

(a) a constituents of Bidder is also a constituent of another Bidder; or

(b) such Bidder or its associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its associate; or

(c) such Bidder has the same legal representative for purposes of this application as any other Bidder; or

(d) such Bidder has a relationship with another Bidder, 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 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 IHMCL for this particular assignment, the Bidder shall not take up any assignment that by its nature will result in conflict with the present assignment;

3.5. COST OF RFP DOCUMENT AND BID SECURITY

- 3.5.1 Bidder should pay cost of RFP document (non-refundable) Rs.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 drawn in favour of "Indian Highways Management Company Ltd." payable at New Delhi.
- 3.5.2 The Bid Security of Rs.10,00,00 (Rupees one lakh only) shall be furnished in the form of Demand Draft/ Banker's Cheque/ Pay order of requisite amount, drawn on a scheduled bank in India and drawn in favour of "Indian Highways Management Company Ltd." payable at New Delhi. IHMCL shall not pay any interest on the Bid Security deposit.
- 3.5.3 Any Bid not accompanied by an acceptable Bid Security and / or cost of RFP document in the prescribed manner shall be summarily rejected.
- 3.5.4 The Bid Security of unsuccessful bidders as well as the successful bidder 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.

3.6. FORFEITURE OF BID SECURITY (EMD)

The Bid Security shall be forfeited as mutually agreed and genuine pre-estimated compensation and damages payable to IHMCL for, inter-alia, time, cost and effort of IHMCL without prejudice to any other right or remedy that may be available to IHMCL under the provisions in the RFP and/or under the Contract, or otherwise, under the following circumstances:

- a) If a Bidder engages in a corrupt, fraudulent, coercive, undesirable or restrictive practice; or
- b) If the Bid is withdrawn after the last date & time for submission of bids and before the expiration of the Validity Period; or
- c) If the bidder tries to influence the evaluation process; or
- d) If a Bidder having been notified Successful Bidder by IHMCL with the issuance of LOA during the Validity Period:
 - (i) Fails or refuses to execute/sign the Contract within the stipulated time frame; or
 - (ii) Fails or refuses to furnish the Performance Security, in accordance with the tender conditions.

3.7. LAST DATE FOR SUBMISSION OF BIDS

Bids, complete in all respects, must be submitted before the Bid Due Date i.e. the last date and time specified in the schedule of events.

IHMCL may, at its own discretion, extend the last date for submission of bids. In such a case, all the eligibility requirements shall get automatically modified for the extended timeframe.

3.8. 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 IHMCL etc. IHMCL shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

3.9. 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 translation in English shall prevail.

3.10. CLARIFICATION REGARDING RFP DOCUMENT

- (a) A prospective Bidder requiring any clarification regarding the RFP may notify IHMCL in writing or by fax or e-mail at IHMCL's address indicated in the invitation to Bid. IHMCL will respond to any request for clarification which is received up to the date specified in the SCHEDULE OF IMPORTANT EVENTS / ACTIVITIES.
- (b) To assist in the examination, evaluation, and comparison of Bids, IHMCL 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 IHMCL in the evaluation of the Bids.
- (c) Except in case any clarification is asked by IHMCL, no Bidder shall contact IHMCL 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 IHMCL, it should do so in writing at the address prescribed in the RFP document.

3.11. PRE-BID MEETING

- (a) The Bidder or his authorized representative is invited to attend a pre-Bid meeting which will take place at National Highways Authority of India (NHAI), Sector 10, Dwarka, New Delhi-110 075 as mentioned in the Schedule of Important Events / Activities.
- (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 COO, IHMCL at tenders@ihmcl.com, with "RFP name - Pre Bid Queries" in the subject line.
- (c) The Bidder is requested to submit any queries/Clarifications in writing or by email so as to reach IHMCL by the date specified in the Schedule of Important Events/ Activities.
- (d) The text/substance of the queries (without identifying the source of enquiry) and the responses will be hosted on IHMCL's website only.

- (e) 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 IHMCL separately through issue of an Addendum/ Amendment/Corrigendum and the same will also be hosted on IHMCL's website.

3.12. AMENDMENT OF RFP DOCUMENT

- (a) At any time prior to the last date for receipt of bids, IHMCL, 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. The amendment will be notified on IHMCL's web site and should be taken into consideration by the prospective Bidders while preparing their Bids. IHMCL will not be required to indicate any reason for any amendment.
- (b) Any amendment/ addendum/corrigendum issued as aforesaid shall be deemed to be a part of the RFP document and shall be communicated by hosting the same on IHMCL's web site only. Bidder will provide acceptance and confirmation of such amendment / addendum also by submitting the signed copy as part of their technical bid.
- (c) In order to give prospective Bidders reasonable time to take the amendment into account in preparing their proposal, IHMCL may, at its sole discretion, extend the Bid Due Date, if considered necessary.

3.13. BIDDING PROCESS

3.13.1. GENERAL

- (a) Bidders are advised to study the RFP document 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.
- (b) The Bidders are advised to use the prescribed forms for submission of their Technical as well as Financial Bids. The Bidders are further advised to cross-check the completeness of their Bid before submission. The Technical and Financial Bid shall be signed by the Authorized Signatory of the Bidder. The authorized signatory holding Power of Attorney shall only be the Signatory. In case authorized signatory holding Power of Attorney and Signatory are not the same, the bid shall be considered **non-responsive**.
- (c) No change in the terms and conditions given in this RFP document by the Bidder is permissible. In case any Bidder submits a conditional Bid, the same shall be declared non-responsive.

3.13.2. CONTENT OF BIDDING DOCUMENTS

Setting up and operationalising live web radio with mobile app for Road Users on National Highways

The set of bidding documents shall comprise the following:

- a) Demand Drafts against cost of RFP Document and Bid Security.
- b) Power of Attorney in original as per Form T-6 of Annexure-II
- c) Technical Bid in the prescribed format downloaded from the IHMCL web site along with requisite documents in support of fulfillment of eligibility criteria.
- d) Any other document providing additional information in respect of financial strength as well as technical experience etc.
- e) Financial Bid in the prescribed form as per Form T-7 of Annexure-II
(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.)

3.13.3. PREPARATION AND SUBMISSION OF BID:

- a) The Bid shall remain valid for a period of 180 days commencing from the Bid Due Date.
- b) The Bid Envelope shall be marked as "Setting up and operationalising live web radio with mobile app for Road Users on National Highways".
- c) The Bid Envelop- shall be addressed to:

ATTN OF	:	Shri K.Vaideesh. Subbaraj
DESIGNATION	:	COO, IHMCL
ADDRESS	:	Indian Highways Management Company Ltd 2nd Floor, MTNL Building, Sector 19, Dwarka, New Delhi - 110075.

- d) The envelope should also bear the Bidder's name & address. If the envelope is not sealed and marked as above, IHMCL will assume no responsibility for the misplacement or premature opening/disclosure of the contents of the envelope and consequent losses, if any, suffered by the Bidder. Such Bids may also be declared non-responsive.
- e) The prospective Bidders are hereby invited to submit bids, comprising Technical and separate Financial Bids by prescribed date in the pro-forma prescribed herein. No change in the formats and / or other mode of bid submission is permissible.
- f) The Bid envelope shall contain the Bid documents in the manner described below:

PART 1 (Eligibility Bid) - Envelope-1

The Documents specified below shall be serially marked, filed and placed in a sealed envelope. The envelope should bear the following identification: "Eligibility Bid for Tender Ref:-_____"

List of Documents

- i) Bid Covering Letter
- ii) Demand Draft / Pay Order of Tender Application Fee of prescribed amount
- iii) Bid Security/Earnest Money Deposit (EMD) of appropriate amount in the form of Demand Draft/Banker's Cheque/Pay Order
- iv) Original Power of Attorney in favor of authorized signatory in the prescribed format ;

- v) Company Incorporation certificate, Memorandum of Association / Article of Association etc
- vi) Documentary proof of shareholding details

PART 2 (Technical Bid) - Envelope-2

The technical Bid shall not include any financial information. The Documents specified below shall be serially marked, bound and placed in a sealed envelope. The envelope should bear the following identification: "Technical Bid for Tender Ref:-" _____

List of Documents

- i) Brief Information about Bidder(s).
- ii) Experience in Web Radio Services including relevant documents
- iii) Certificate from Chartered Accountant in respect of Bidder's Annual Turnover and Net worth
- iv) Brief Methodology and Work Plan

PART 3 (Financial Bid) - Envelope-3

Financial Bid shall be submitted only on the prescribed bid form.

In preparing the financial Bid, bidders are expected to take into account the requirements and conditions of the bid documents. The financial bid should include all the costs associated with the scope of work defined in the RFP document. The rate quoted in the financial bid should be inclusive of all the taxes, duties, fees, levies, and other charges imposed under the applicable law, on the Bidder except Goods and Service Tax. It is clarified that the income tax payable by the bidder or its personnel is not reimbursed by IHMCL. TDS will be applicable on all the payments made by IHMCL.

Envelope-3 shall be marked as "Financial Bid for Tender Ref:-" _____ .

Envelope-4

The above three sealed envelopes shall be kept in Envelope-4, which shall also be duly sealed and marked as "Bid for Tender Ref:-" _____ .

All the Bids (Technical bids) will have to be submitted ONLY in HARD BOUND(Hard bound implies such binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the document) form with all pages sequentially numbered either at the top or at the bottom right corner of each page. It should also have an index giving page wise information of above documents. Bids without hard bound will summarily be rejected. The spiral bound document is not hard bound and will be summarily rejected.

3.13.4. REJECTION OF BID:

The bids shall be considered non responsive to the RPF conditions and summarily rejected, in case:

- a) The bid documents does not include EMD and Bid Document Fee
- b) The bid does not contain any required / relevant document.
- c) The bid is not signed by the Authorized Signatory
- d) The bid is conditional in any nature
- e) The Bid Validity is less than 180 days from the last date of submission
- f) The bid is not Hard Bound
- g) The Bid documents are not in the prescribed format

3.14. CURRENCIES OF BID AND PAYMENT

The prices shall be quoted by the Bidder in Indian National Rupees (INR). All payment by IHMCL shall be made in Indian Rupees.

3.15. BID VALIDITY

3.15.1 The Bid must be valid for a period of 180 days from the last date of submission of the bid ("Validity Period").

3.15.2 A bid valid for a shorter period shall be declared as non-responsive.

3.15.3 IHMCL will make its best effort to complete the bidding process within bid validity period. In exceptional circumstances, prior to expiry of the time limit, IHMCL may request the Bidder(s) to extend the period of validity for a specified additional period beyond the original validity of 180 days. Such request and the bidders' responses shall be made in writing. The bidder(s) not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security.

3.16. MODIFICATION / WITHDRAWAL OF BIDS:

- a) The Bidder may modify, substitute or withdraw its 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.
- b) Any alteration/modification in the Bid or additional information supplied, subsequent to the Bid Due Date, unless the same has been expressly sought for by the IHMCL, shall be disregarded.
- c) The modifications shall be submitted in a separate sealed envelope and marked as "Modifications to the Bid_____".
- d) For withdrawal of bid, bidder has to give written application to IHMCL.
- e) Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, bidder cannot re-submit the bid again.
- f) The invitation and submissions of bids under this RFP shall not be binding on IHMCL in any manner. Further, IHMCL shall reserve the right to reject any or all of the bids received or cancel the tender process without assigning any reasons whatsoever, without incurring any liability on this account.

3.17. INVALID OFFERS

The Bids submitted in any manner other than that prescribed above shall be deemed to be invalid proposal and shall not be considered. No correspondence will be entertained on this matter.

3.18. PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the Successful Bidder has been announced. Any effort by a Bidder to influence IHMCL's processing of Bids or award decisions may result in the rejection of Bid. IHMCL will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the

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

3.19. OPENING AND EXAMINATION OF BIDS

- a) The bids will be opened in the presence of the bidders who may choose to attend on the time and date specified in "SCHEDULE OF IMPORTANT EVENTS / ACTIVITIES".
- b) The Tender Evaluation Committee (hereinafter called 'TEC') constituted by IHMCL, shall examine and evaluate the bids in accordance with the provisions set out. Prior to evaluation of the bids, IHMCL shall determine as to whether each bid is responsive to the requirements of this RFP document.
- c) If at any time during the evaluation process, the TEC requires any clarification in order to carry out the evaluation, it reserves the right to request information / clarification from any Bidder, and the Bidder concerned shall be obliged to respond to any request for such information/ clarification and to supply the same to the TEC within such reasonable timeframe as TEC may require.
- d) Financial bid of non-responsive/ ineligible bidders shall not be opened.
- e) This RFP confers neither the right nor obligation on any party to participate in the selection process. IHMCL reserves the right to reject any or all of the bids, without giving any reason or incurring any liability thereto.
- f) A three-stage selection procedure will be adopted:
Stage-1: Pre-qualification
Stage-2: Technical & Financial Eligibility
Stage-3: Financial Bid

3.20. EVALUATION & SELECTION PROCESS

3.20.1 Stage-1: Pre-qualification

Prior to evaluation of bids, IHMCL shall determine whether each Bid is responsive to the requirements of this RFP as defined in section 3 of this RFP.

The Technical bid of only those bidders shall be opened who submit documents in True copies / Originals as prescribed in this RFP.

'Technical Bid' of non-responsive bidders shall not be opened.

3.20.2 Stage-2: Technical & Financial Eligibility

The Evaluation Committee shall examine the statement of qualification and financial eligibility furnished by the Bidder in support of their fulfilment of eligibility against the criteria prescribed in this RFP.

3.20.3 Stage-3: Financial Bid

In the third stage, subsequent to technical evaluation, financial bids of only qualified Bidders shall be opened. The financial bids shall be opened in presence of all bidders (who choose to be present) and the date of opening shall be intimated to qualified bidders.

3.20.4 Selection of Successful Bidder

- a) The "Successful Bidder" shall be chosen amongst the Qualified Bidders based on the "Lowest Total Cost" which would be the Lowest quoted price including all taxes except Goods and Service Tax etc.
- b) If there is a discrepancy between the unit price & the total price, the unit price shall prevail and IHMCL shall correct the total price.
- c) If there is a discrepancy between words & figures, the amount in words shall prevail.
- d) If the bidder does not accept the correction of errors, his bid shall be rejected and the EMD will be forfeited.
- e) The Successful Bidders shall be awarded the work subject to IHMCL verifying the documents submitted by it. Letter of Award (LoA) shall be issued by IHMCL to the Successful Bidders.
- f) IHMCL reserves the right to ask for further clarification and/or justification for the quoted prices from the lowest bidder.
- g) In case, the lowest Bidder is not able to justify the Quoted prices to IHMCL's satisfaction, IHMCL reserves the right to reject the Bid of Lowest bidder and adopt any other method to select another bidder. In this case, the EMD of such rejected Bidder shall be forfeited.
- h) Upon receipt of LOA, the Successful Bidder, shall comply with the conditions of LOA and give his written acceptance within 10 days time, failing which, the LOA shall stand cancelled and shall lead to annulment of the work award and forfeiture of the Bid Security.
- i) Upon receipt of LOA, the Successful Bidder shall submit the required Performance Security with in 30 days time from the date of LOA, failing which, the LOA shall stand cancelled and shall lead to annulment of the work award and forfeiture of the Bid Security.
- j) IHMCL shall extend the opportunity to L2 & L3 bidders to match the prices quoted by successful bidder (L1). In case the L2 & L3 bidders agree to match the L1 price and submit an undertaking to IHMCL within one week of being notified, such bidders shall be kept on a panel as reserved for meeting any contingencies during tenure of contract and IHMCL may consider them to allocate works in case the successful Bidder is not able to perform or in case of excessive call volume which L1 bidder is not able to cop up with. However, L2/L3 bidders who submit their undertaking to match the L1 price will not have the right to claim work allocation by IHMCL.

3.21. AWARD OF CONTRACT

- a) Letter of Award (LOA) shall be issued by IHMCL to the Successful Bidder and he shall be asked to submit a Performance Security and sign the Contract within the specified timeframe as per the LOA, failing which, the offer will be treated as withdrawn and the Bid Security will be forfeited.
- b) Upon furnishing of the acceptance and required performance security by the Successful Bidder, he shall be asked to sign the Contract agreement contained herein at Part-III, within 30 days or as per the time frame mentioned in Letter of Award (LoA), failing which, the offer will be treated as withdrawn and the EMD / Performance Security shall be forfeited, as the case may be.
- c) The contract will be valid for a period of 1 (one) years.

3.22. PERFORMANCE SECURITY

- a) On receipt of the Letter of Award (LOA), the Successful Bidder shall deliver to IHMCL an unconditional and irrevocable Performance Security in the form of a Performance Bank Guarantee (PBG) in the format given in Form T-8 of Part-II.
- b) The PBG shall be for an amount of Rs.50,00,000(Rupees Fifty Lakh only) and should be in favour of "Indian Highways Management Company Ltd.", payable at New Delhi. The Performance Security shall be valid for a period of 18 months.
- c) In case the difference between the lowest financial bid (L1) and that of the second lowest financial bid (L2) happens to be more than 25% of L2, then the Successful Bidder shall also be required to submit additional performance security of Rs.50 Lakh (Rupees Fifty Lakh only) in the manner prescribed above.
- d) 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 IHMCL despite such lower remuneration and this additional performance security shall also be treated as performance security for encashment/ forfeiture.
- e) The PBG from following banks shall only be accepted:-
 - State Bank of India or its subsidiaries
 - Any Indian Nationalized Bank
 - IDBI or ICICI Bank
 - A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank
 - Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 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
- f) The acceptance of the PBG shall also be subject to the following conditions:-
 - The capital adequacy of the Bank shall not be less than the norms prescribed by RBI.

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

3.23. ADVANCE PAYMENTS

IHMCL will not make any Advance Payment or provide any financial security against the work order/ Contract.

3.24. DISQUALIFICATION

IHMCL may at its own sole discretion and at any time during the process, disqualify any applicant, if the applicant has:

- a) made misleading or false representations in the forms or false statements and attachments submitted in support of proof of eligibility requirements;
- b) exhibited a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation, or financial failures, etc.;
- c) submitted a bid which is not accompanied by required documentation and non-refundable cost of RFP document or is non-responsive;
- d) failed to provide clarifications, when sought;
- e) found to be involved in anti-national activity, corruption, political or other type of canvassing in its favor;
- f) violated any law or infringed any third party copyright.
- g) Any effort by the Bidder to influence IHMCL Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidders' Bid.

3.25. IHMCL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

IHMCL reserves the right to accept or reject any Bid, and/or to cancel the bidding process and / or reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for IHMCL's action.

3.26. CORRESPONDENCE WITH THE APPLICANT

Save and except as provided in this RFP, IHMCL shall not entertain any correspondence from any Bidder in relation to the acceptance or rejection of any Bid. IHMCL is not bound to reply/respond to any representation/letter or request for change in scope of the works, eligibility criteria or any relaxation in respect of the RFP conditions. No correspondence will be entertained on this matter.

3.27. INDEMNITY

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

3.28. PROPRIETARY DATA

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

3.29. CORRUPT OR FRAUDULENT PRACTICES

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

- 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 IHMCL, 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 IHMCL 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 IHMCL 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 for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or coercive or undesirable or restrictive practices in competing for the Contract in question;
- c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded any Contract by IHMCL if it at any time determines that the firm has engaged in corrupt or fraudulent or coercive or undesirable or restrictive practices in competing for, or in executing, an IHMCL Contract.

3.30. MISCELLANEOUS

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.
- b) IHMCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - 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;
 - Consult with any Bidder in order to receive clarification or further information;
 - Retain any information and/ or evidence submitted to IHMCL by, on behalf of, and/ or in relation to any Bidder; and/or;
 - 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.

- c) IHMCL is not bound to reply/ respond to any representation/ letter or request for change in scope of the works, eligibility criteria or any relaxation in respect of the tender conditions. No correspondence will be entertained on this matter.
- d) It shall be deemed that by submitting the Bid, the Bidder agrees and releases IHMCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the bidding process and waives, to the fullest extent permitted by applicable Law, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- e) Prior to expiry of validity period of the bids, IHMCL may, before issue of Letter of Award (LOA), invite the successful bidder for negotiation (if required). The negotiations shall not cover any financial aspect of the bidding process. The aim of negotiation is to reach agreement and common understanding on all points under the scope of work. The negotiations shall commence with a discussion of the technical bid, the methodology and work plan proposed by the bidder and to ascertain the suitability thereof including any suggestions that the bidder and / or IHMCL may have to improve upon the TOR.
- f) IHMCL shall not be responsible for any wrong assessment by the Bidder and shall not in any case bear any additional cost there from.

4. Terms of Reference (ToR)

4.1 BACKGROUND AND REQUIREMENT

- a) India has one of the largest road networks of over 52.32 lakh km, which comprises approximately 1 lakhs Kms of existing National Highways and approximately 1 lakhs KMs recently added to it thus making total National Highways approx. 2.0 lakhs Kms. The roads in India carry approx. 85% of passenger and 70% of freight traffic. Though National Highways constitute only 2% of road network but carry 40% of the traffic on India roads.
- b) Due to heavy traffic, there are frequent traffic jams at toll plazas causing inconvenience to the highway users. In order to overcome this problem and improve transparency as well as faster clearance, Indian Highways Management Company Limited (IHMCL), a Company promoted by NHAI, incorporated in 2012 proposes to implement Web Radio initially on Delhi-Mumbai Stretch to provide live traffic updates and safety awareness messages to users of national highways through web based Radio for Safe, fast & hassle-free travel on National Highways.
- c) Web radio is an audio service transmitted and streamed via the Internet and can be monitored through web page & mobile app in mobile. Web radio is just like other radio but available to listeners only when they want to listen by clicking on radio id on web page or app of mobile. The purpose of the radio is to provide timely traffic updates, news, traffic feeds, weather reports, and alternate routes in case of

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jam or accident, conjunction of traffic on highways and info of road safety as well as to entertain the drivers, travellers travelling through the highways of India. (To start with the Delhi-Mumbai highway). The services will be provided in 3 languages (Hindi, Hindi-Gujarati, Hindi -Marathi) across 4 states on Delhi-Mumbai Stretch.

- d) This RFP is being called from experts in this field to come forward with their services in the field of providing Highway Advisory services via web Radio (HAR) stations or in field of radio /Travellers' Information Stations (TIS).
- e) For the purpose of running for this stretch, production of audio Content for Radio Broadcasting, development of website and web app for accessing the web radio, setting and operational web radio stations(includes live streaming facility for 10000 listeners at a time, gathering information from real time highway information from concessionaires, patrol vehicles, toll plaza and traffic marshals, installing CCTV cameras for monitoring facilities to monitor traffic of tolls at studio end, on real time basis, IHMCL intends to engage agencies for providing full fledged web radio services (includes programme production schedule of music ,live streaming ,app and web page ,live RJ links & all concerned arrangements required for live broadcast through internet and hence is inviting Request for Proposal (RFP) from all agencies with experience in such field to provide live broadcast, traffic updates and safety awareness messages to users of various National Highways through Web Radio.
- f) The live broadcast will be aired for 24x7 through Web Stations and should provide information on various safety related aspects like lane driving, seat belt, overloading ,drunken driving, speed limits, traffic rules etc and the live update capsule is broadcasted live from Toll Plaza control centre to web radio stations. The live update contents are based on the traffic info, interviews provided by control centres of concerned highways and compilation and presented by the RJs deputed at the Web Radio Stations. This may include interaction with traffickers, their road experience by phone-in broadcast, listeners request for songs of their choice and short segments based on road safety .Entertainment part should not be overlooked as this broadcast service is to make driver comfortable about his journey .The service provider has to divide the whole Delhi Mumbai highway stretch in 3 parts to facilitate broadcast geography and language. 1 Delhi - Ajmer (Language Hindi) 2 Ajmer-Udaipur-Ahmedabad (Language Hindi and Gujarati) 3 Ahmedabad - Baroda - Surat Mumbai (Language Hindi, Gujarati and Marathi)

4.2 OBJECTIVE

The objective of the program is to provide hassle-free and safe journey to users of National Highways through providing live traffic updates and improving general safety awareness. Pilot will be implemented over duration of one year.

4.3 SCOPE OF WORK

Description of Services mentioned in this section, gives an insight of IHMCL's expectation towards Web Radio Service Delivery.

The scope of work of the project is divided into the following components:

- a. **Setting up of facility for data collection, data processing and broadcast of live updates:** A single control room should be set-up for all the highway stretches across Delhi - Mumbai Corridor with the following facilities:

Setting up and operationalising live web radio with mobile app for Road Users on National Highways

- i. Receive data from all the Highway Control centers (approximately 15 control centers of all over the Mumbai Delhi stretch) through email/fax/ phone in the format finalized by close coordination of IHMCL (Microsoft excel format).
- ii. Required man-power to process the data for each highway stretch received from multiple control centers. Each highway stretch will have multiple control centers basis number of Toll Plazas in that stretch and data should be collected from all centers of that stretch for live update. For example: for Delhi – Jaipur stretch, information is provided by 2 control centers located in Gurgaon and Manoharpur. The agency has to compile both centers information and convert into one live broadcast based on this info in such a way that listener should get maximum information of highway traffic and that too updated. They can also use latest mobile application to augment this information. Listeners feedback, traffic updates are also to be included by telos at the studio end to make this broadcast more live and vibrant after proper screening
- iii. After processing of information, the same should be provided to the RJs for live updates to concerned radio channels. One RJ is required for each stretch with the ability to speak languages as indicated in Clause. 4.1.c above. At least 4 RJs will be deputed for a single broadcast stretch which should be expert in local language given in (4.1 f) i.e. Hindi, Gujarati, and Marathi.
- iv. The control room should have a seating capacity of at least 10 people with computer, internet and phone facility to receive information on phone from all control rooms stretch wise and to co-ordinate with field control for information. Each RJ should have a separate studio facility to broadcast live updates and RJs have to be rotated in 6 hour shifts. Total 3 studios are required for 3 broadcast. Traffickers will choose broadcast zone as per their travel plan and app will provide IVR facility so listener can be diverted as per their route, for example If a driver is going to jaipur from Delhi so app will ask him where he is travelling in between Delhi – Jaipur – Ajmer, or Ajmer - Udaipur - Ahmedabad or Ahmedabad- Mumbai. Based on the listener’s option, mobile app shall connect him to web radio broadcast of that route.
- v. Information will be provided in two way traffic i.e.; Ajmer-Delhi and Delhi- Ajmer or Vice Versa. Same shall be applicable for Ajmer - Ahmedabad studio and Ahmedabad Mumbai studio.
- vi. The control room should have recording facility of phones of the highway control room staff and have phone in telex facility to broadcast live. Each broadcasting studio should be sound proof to prevent noise during live broadcasts. They should have broadcasting consoles to record, broadcast interviews and do phone-in programs at HAS control room.
- vii. The control room should have the facility to record every broadcast or will set up the facility to record broadcast of different stretches and provide the same to IHMCL for records.
- viii. The selected agency is responsible for co-ordination between highway control rooms and web broadcast centre so that every information of the stretch is hassle free, informative and fact based.
- ix. The control room should have a power back-up facility to ensure interruption free

broadcast. The power back-up should be available for all the equipment's including internet routers, computers, printers etc.

- x. Web radio broadcast centre should have high broadband connections (3 at least) for receiving mails from different highway centres, sending broadcast capsules to web platform (live and static both).

b. Production of Static Capsules:

- i. The agency will make schedule of programmes and contents for all three broadcast stretches and will look into driving habits of that area, geography and road furniture of that stretch, information of tolls, highway mid ways, petrol pumps and useful info regarding police stations hospitals so that RJ can guide traffickers smartly and people should feel that they are connected with highway people. RJS should be more friendly, and should help them if they are interacting with traffickers.
- ii. The consultant should undertake development of the broadcast content for HAS traffic info in varied subjects including but not limited to (the list below is indicative in nature only and the consultant is expected to suggest more topics for static capsules):
 - Drunk driving
 - Over speeding
 - Obey traffic rules
 - Fasten seat belts in cars
 - Good driving practices
 - Helmet
 - Against overloading
- iii. The broadcast should be unique for each highway stretch adding the local flavor required for better packaging of messages. It should be in talking and conversation mode in place of teaching or lecture. The contents need be in highly creative formats and require different variations keep message interesting and impressive.
- iv. The broadcast should only promote safety awareness and the content shall not hurt sentiments of any community, religion, caste or gender. It should be according to AIR policy and code of conduct of broadcast.

c. Contents of Live broadcast

- i. The broadcast hours per day may be adjusted based on actual broadcast slots to be decided in consultation with IHMCL.
- ii. The live broadcast will provide information on traffic flow, toll plaza information, weather conditions, traffic diversions, maintenance work, road conditions, accident information etc.
- iii. One or two RJ shall be dedicated for each broadcast stretch of each highway stretch and the RJ shall be able to provide the update in required language.

d. Monitoring of daily broadcasts and maintaining records of all the broadcasted episodes:

- i. The highway stretch wise records shall be provided to IHMCL in a DVD every month in the form of timesheets and the audio recordings.

4.4 SCHEDULE FOR START OF CALL CENTRE SERVICES BY THE SERVICE PROVIDER

- a) The Web Radio Services should be operational within 45 calendar days from the date of signing of contract. The Service Provider shall confirm IHMCL upon start of service.
- b) If the Service Provider is not able to meet the timelines for the deliverables as enumerated above, IHMCL may consider termination of contract and/or forfeit the performance security or both.

4.5 SPECIFIC REQUIREMENTS:

- (a) If the web radio services are proposed to be provided from any existing radio services setup of the Service Provider, then a distinctly separate unit/ enclosure for IHMCL web radio operations should be ensured.
- (b) Further, the proposed web radio setup shall have capability to logically partition the switching system to avoid interference with other set of users.

5. DELIVERABLES & PAYMENT MILESTONES:

Consultant shall submit at its cost the deliverables to the client as specified in the TOR.

- a. Payments shall be made every 30 days upon submission of invoice for total number of minutes produced along with the deliverables.
- b. No advance payments shall be made.
- c. The monthly cost shall include but not limited to all net radio formation (mobile app with IVR, website for net radio broadcast ,studios with all facility for live broadcast, control room to receive traffic info setup for live streaming, CCTV facility at studio ,RJ and supporting staff for broadcast, equipment's related to broadcast, cost of broadcast control room setup, information processing and all technical facilities along with coordination or any other costs incurred. No separate payments are envisaged for set up of control room facilities or manpower for operations of the control room.

6. Responsibilities of the Service Provider:

- (a) To create a plan for web radio operation
- (b) Planning and Production of audio Content for Web Radio Broadcasting for Mumbai Delhi highway
- (c) To gather and provide timely updates on traffic, route diversions, weather etc through web radio. Real time information on congestion, Highway conditions, weather , disaster warning system and facilities like food court, hospital, fuel stations etc. on Highways can be collected from concessionaires, patrol vehicles, toll plaza and traffic marshals as well as from CCTV Footage to be installed at Web radio studios.
- (d) To provide a web site with feature to create web radio id for login as well as web app for highway smart phone users to access web radio. The web app shall have feature to integrate with the toll free number / short code for getting necessary help

- by people in distress through ambulance, hospitals and Toll Plazas Incident managers.
- (e) To buy the required music licenses on behalf of IHMCL for web radio.
 - (f) To set up and operationalize 3 radio studios. RJ for all 3 studios and infra for live broadcast and phone in facility
 - (g) To install Electronic Surveillance system such as CCTV Cameras in studio to monitor highway activities of that stretch .
 - (h) Engaging Radio Jockey who will broadcast live from the studio for the 3 stretches and can interact with traffickers on phone. Listener's choice will be played to encourage entertainment factor.
 - (i) Nonstop live streaming (server and data base infra)
 - (j) Live reporters in the field for live reporting's
 - (k) Production of sugar coated capsules for highway safety info and awareness campaign
 - (l) Any other requirement for broadcast
 - (m) The service provider will be responsible for providing all infrastructure for web radio Services viz. Premises, RJs, Software/ Music Licenses on behalf of NHAI/IHMCL, PRI lines for Inbound, PRI line for Outbound, Internet connection, switches, Media Gateway, CRM Software, CRM and Database server and software at the Web Radio Studios, LAN, head set, PCs, SMS server, other hardware / software etc. as well as all the required skilled resources.
 - (n) Service provider is responsible for interaction and resolution of day-to-day issues related to breakdowns, billing, disconnections, and disruption etc. with the Telecom service provider. Any disputes with the telecom service provider would be handled by the Service Provider.
 - (o) All the personnel / equipment deployed by the Service Provider for providing the services shall conform to the statutory requirements. The Bidder shall be responsible to comply with all the Acts/ Rules of Government of India, the State Governments and Rules/ Regulations framed by any other Local/ Regulatory bodies.
 - (p) **Confidentiality of Information:** No information, in whole or in part, recorded under this Agreement can be shared by the service provider, a sub-contractor or an employee or any person who is not directly concerned with providing services to an accident victim/User under this Agreement. It is hereby clarified that the service provider shall not be permitted to keep any duplicate copies in print, electronic or any other form of the information collected and recorded after the expiry of the Term. At the end of the Term, the Service Provider shall ensure that all information that is collected and recorded including any duplicate copies made of such information under this Agreement is handed/ transferred to IHMCL in accordance with the terms and conditions of this Agreement.

PART - II

ANNEXURE-II

FORMATS FOR BID DOCUMENTS

Form T-1 Bid Covering Letter

(To be prepared on letterhead of the Bidder)

To

CEO

Indian Highways Management Company Ltd

2nd Floor, MTNL Building

Sector-19, Dwarka,

New Delhi - 110075

Subject: RFP for "Setting up of Setting up and operationalising live web radio with mobile app for Road Users on National Highways"

Projects - Tender Ref No: IHMCL/Web Radio/2017

Dear Sir,

1. We, the undersigned, have carefully examined the contents of the above referred RFP document including amendments/ addendum/Corrigendum (if any) thereof and 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. /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. /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. /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 canceled. IHMCL is not bound to accept any/ all Bid(s) it will receive.
Until a contract is executed, this bid together with RFP Document as well as notification of Letter of Award issued by IHMCL shall constitute a binding Contract between us.
5. /We declare that :
 - a) /We have not been declared ineligible by IHMCL, NHAI or Ministry of Road Transport & Highways, Government of India or any other agency for indulging in corrupt or fraudulent practices.
 - b) We also confirm that I/We have not been declared as non- performing or debarred by IHMCL, NHAI or Ministry of Road Transport & Highways, Government of India.

- c) 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.
 - d) /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 IHMCL or any other Public Sector Enterprise or any Government, Central or State;
 - e) /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.
 - f) /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 offense that outrages the moral sense of the community.
 - g) 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.
 - h) No investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees.
 - i) 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;
 - j) 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.
6. In the event of / 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. /We offer the Bid Security in accordance with the RFP document as per the details furnished below:

BG/DD/Banker's Cheque/Pay Order No.	BG Validity	Date	Amount	Issuing Bank/ Branch

- 8. The documents in original accompanying the bid document have been submitted in a separate envelope as envisaged in the RFP document and marked appropriately.
- 9. I am the Director / Authorized Signatory of the aforesaid company and I am authorized to sign this bid on behalf of the / company.
- 10. 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.

11. It is also certified that the bid is being submitted in the prescribed formats without any addition / deviation / alteration and our bid is unconditional.

Yours sincerely,

Name

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

ANNEXURE-II

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

(To be prepared on letterhead of the Bidder)

- a) Name of Bidder :
- b) Year of establishment:
- c) Registered Address:
- d) CIN:
- e) Constitution of the bidder entity e.g. Government enterprise, private limited company, limited company, etc.
- f) In case of a Government enterprise, please indicate as to whether legally and financially autonomous and operate under commercial law: Yes/ No/ Not applicable
- g) Name(s) of Directors/
.....
.....
- h) 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
- i) Name & Address of the principal banker:
 - a. Bank A/c Number
 - b. Branch Address
 - c. IFSC /MICR Code:
- j) 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.....
- k) Whether in the ordinary course of its business, the Company is engaged in providing similar services: Yes/ No

Date:

Place:

Signature of the Authorized Signatory

Name & Designation/ Title of the Authorized Signatory

(Company's Seal)

ANNEXURE-II

Form T-3 EXPERIENCE IN Web Radio Services

S. No.	Name of the Client	Contract Value	Start Date	End Date (Leave blank if project is ongoing)	Brief Scope of Work	Regions covered (North, East, South, West)	Whether Copies of Purchase Orders/ Contracts from the Client attached? (Yes/No)

We are attaching the required copies of the Purchase Orders / Contracts/ testimonials from the respective client Organizations.

Authorized Signatory:

Name & Title of Signatory:

Name of Bidder

Important Note: Please mention the experience in above table in decreasing order of project/contract cost.

ANNEXURE-II

Form T-4 Format of Certificate in respect of Bidder's Annual Turnover and Net-Worth

Dated: /...../2017

Certificate of Annual Turnover and Net Worth

It is certified that we have examined the books of accounts of M/s. _____ (name and address of the bidder) ___ and the required financial details of the company, during last three financial years are as under:

1. Annual Turnover:

Financial Year	Amount in figures	Amount in words
FY 2014-15		
FY 2015-16		
FY 2016-17		
Average Amount in INR		

2. Net Worth:

Financial Year	Amount in figures	Amount in words
FY 2014-15		
FY 2015-16		
FY 2016-17		
Average		

(Signature of Statutory Auditor/ Chartered Accountant)

Name:

Seal:

Important Note: In the above table, Financial Year (FY) means a period from 1st April of preceding year to 31st March of the succeeding year.

ANNEXURE-II

Form T-5 Brief Methodology and Work Plan

The Bidder should prepare a write-up/ paper and provide a copy thereof as a part of this form. The write-up/ paper should clearly demonstrate:

- The understanding of the scope of work
- Proposed methodology and work plan including production of audio Content for Radio Broadcasting, development of website and web app for accessing the web radio, setting and operational web radio stations(includes live streaming facility for 10000 listeners at a time, gathering information from real time highway information from concessionaires, patrol vehicles, toll plaza and traffic marshals, installing CCTV cameras for monitoring facilities to monitor traffic of tolls at studio end, on real time basis.
- Location of the proposed web radio stations with relevant details like proposed connectivity, call routing etc.
- Activities/ services/infrastructure etc. that the bidder intends/chooses to subcontract/ outsource in the interest of the services.
- Focus on Innovation proposed beyond requirements

ANNEXURE-II

Form T-6 Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise 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 "Authorised 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 Proposal for selection as the Service Provider for 24x7 Call Centre Services (Helpline) for Road Users on National Highways, proposed by Indian Highways Management Company Ltd., including but not limited to signing and submission of all applications, proposals and other documents and writings, and providing information/ responses to IHMCL, representing us in all matters before IHMCL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with IHMCL in all matters in connection with or relating to or arising out of our Proposal for the said 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 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, 2016

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 registered or 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, Applicants 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.

ANNEXURE-II

Form-T7 Financial Bid Submission Form

(To be submitted on letterhead of the Bidder)

To

The Chief Operating Officer,
 Indian Highways Management Company Ltd. (IHMCL),
 2nd Floor, MTNL Building,
 Sector 19, Dwarka
 New Delhi-110 075

Subject: Financial Bid for “Setting up of Web Radio Services on Delhi-Mumbai Stretch as Pilot Project”

Dear Sir

1. /We, the undersigned having examined the above referred RFP including addendum thereof and, hereby offer to submit our bid to undertake the subject assignment with scope of work mentioned in the said RFP Document with quarterly payments as under:

Pricing Component-	Unit	Unit Rate per month (in Rs.) Inbound Calls	Total Amount (in Rs.)
Charges for providing 24x7 Web Radio Services on Delhi-Mumbai Stretch as Pilot Project for a period of one year.	12	(In Figures)	(In Figures)
		(In Words)	(In Words)

Note: The contracted 1-Year charges will be paid to the successful bidder in 12 equated monthly instalments.

2. /We hereby confirm that the quoted rates include all the charges payable in full compliance to the Scope of Work and would include charges for hardware/software, premises, manpower etc. and other terms specified in the RFP document. No additional charges have been envisaged.
3. We also understand that apart from monthly payments against the services provided to IHMCL in compliance to the prescribed scope of work, IHMCL is not liable to make any other payments whatsoever except reimbursement of GST (in addition to the quoted price).
4. We do hereby confirm that my/ our bid price includes all statutory taxes/ levies but excluding GST.
5. 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.
6. This bid is valid for a period of 180 calendar days from the bid due date.
7. We understand that the applicable TDS will be deducted against payments as per Applicable Law.
8. In case of any difference in figures and words, the amount mentioned in words will prevail.

Yours sincerely,

Setting up and operationalising live web radio with mobile app for Road Users on National Highways

Name

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

(Company's Seal)

Notes:

- The financial evaluation shall be based on the above Financial Bid.
- The payment to the bidder shall be limited to the actual monthly rates (subject to deduction pertaining to penalty, if any).

Form-T8 Format for submission of PBG

To,
The Chief Operating Officer,
Indian Highways Management Company Ltd. (IHMCL),
2nd Floor, MTNL Building,
Sector 19, Dwarka
New Delhi-110 075
India

WHEREAS _____ [Name and address of Service Provider] (hereinafter called "the Service Provider") has undertaken, in pursuance of Letter of Award (LOA) No. _____ dated __/__/2016 for "Setting up of Web Radio Services on Delhi-Mumbai Stretch as Pilot Project" (hereinafter called the "Contract").

AND WHEREAS it has been stipulated by you in the said LOA that the Service Provider shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the 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 Rs. _____ [amount of Guarantee] _____ [in words], 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 _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

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.

This guarantee shall also be operable at our _____ branch at New Delhi, from whom, confirmation regarding the issue of this _____ guarantee or extension/ renewal thereof shall be made available on _____ demand. In the contingency of this guarantee being invoked and

payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

This bank guarantee shall be valid from

Notwithstanding anything contained herein:

- (i) Our liability under this Bank Guarantee shall not exceed `/-
- (ii) The Bank Guarantee shall be valid up to.....
- (iii) We are liable to pay the Guarantee amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand on or before

Name:

Date :

Designation:

Employee Code Number:

Telephone Number:

a) Name of issuing bank branch _____

Address _____

Telephone number _____

E-mail: _____

b) Name of bank branch at New Delhi _____

Address _____

Telephone number _____

E-mail: _____

c) Name of controlling bank branch _____

Address _____

Telephone number _____

E-mail: _____