

REQUEST FOR PROPOSAL (RFP)

Indian Highways Management Company Limited (IHMCL)

2nd Floor, MTNL Building, Sector 19, Dwarka,

New Delhi-110075

CIN-U74140DL2012PLC246662

“24x7 Helpline (Call Centre) for Road Users on National Highways”

Ref: No. IHMCL/Helpline/2017

October - 2017



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 IHMCL or by 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 IHMCL 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 made by IHMCL 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 IHMCL, 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 investigation 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. IHMCL accepts no responsibility for the accuracy or otherwise of any interpretation or opinion on law expressed herein.

IHMCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any bidder 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.

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

The issue of this RFP document does not imply that IHMCL is bound to select a Bidder or to appoint the Successful Bidder for the Project and IHMCL 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 IHMCL or any other costs incurred in connection with or relating to Bid. All such costs and expenses will be borne by the Bidder and IHMCL 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.

Table of Contents

DEFINITION	5
PART-I	
NOTICE INVITING TENDER	7
SCHEDULE OF IMPORTANT EVENTS / ACTIVITIES.....	8
ARTICLE-1 INFORMATION TO BIDDERS.....	9
ARTICLE-2 TENDER APPLICATION FEE AND BID SECURITY	10
ARTICLE-3 ELIGIBILITY AND PRE-QUALIFICATION CRITERIA	12
ARTICLE-4 INSTRUCTIONS TO BIDDERS	14
ARTICLE 5 BIDDING PROCESS	19
ARTICLE 6 PERFORMANCE SECURITY	26
ARTICLE 7 MISCELLANEOUS	29
ARTICLE 8 PREPERATION AND SUBMISSION OF BIDS.....	30
ARTICLE 9 MODIFICATION/SUBSTITUTION/WITHDRAWALOF BIDS	32
ARTICLE 10 TERMS OF REFERENCE (TOR).....	33
PART-II	
ANNEXURE-1 (FORMATS FOR BID DOCUMENTS)	49
Form T-1 Bid Covering Letter	49
Form T-2 Brief information about the Bidder(s)	52
Form T-3 Experience in call centre services.....	54
Form T-4 Format of Certificate in respect of Bidder’s Annual Turnover	55
Form T-5 Brief Methodology and Work Plan.....	56
Form T-6 Experience for Location Detection Technology	57
ANNEXURE-2(FINANCIAL BID SUBMISSION FORM)	58
ANNEXURE-3(FORMAT FOR EARNEST MONEY BANK GUARANTEE(EMBG).....	60
ANNEXURE-4 (FORMAT FOR SUBMISSION OF PBG).....	64
ANNEXURE -5 (BRIEF DISCRPTION OF INDICATIVE TECHNOLOGY REQUIRED).....	93
ANNEXURE -6 (MINIMUM QULIFICATION REQUIRED FOR MANPOWER).....	94
PART-III	
CONTRACT AGREEMENT.....	66
Format of contract agreement	66
1. General conditions of contract	69
2. Commencement, completion, modification and termination of contract	73
3. Obligations to the service provider.....	77
4. Service Provider’s Personnel	80
5. Obligations of IHMCL.....	80
6. Payments to the Service Provider.....	81
7. Good Faith	83
8. Settlement of Disputes	83
9. Liquidated Damages	84
10. Adherence to Rules and regulations.....	85
11. Limitation of Liability.....	85
12. Miscellaneous Provisions.....	85
13.Special Conditions of Contract).....	87

Definitions

Bid Security	As defined in PAGE-7
Bid(s)	The technical and financial offer received by the employer in pursuance of this 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 Article-4
Bid Due Date	As laid down in 'Schedule of Important events/activities'.
CCA	Call Centre Agents
Conflict of Interest	As defined in Section III
Employer	Indian Highways Management Company Ltd.
Gol	Government of India
LOA	Letter of Award as defined in Clause- 5.11
MoRTH	Ministry of Road Transport & Highways
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 signs contract agreement with IHMCL

SLA	Service Level Agreement
Standard Contract (SC)	Part – III of RFP which provides the format of contract agreement to be signed between IHMCL and Service Provider
Successful Bidder	As defined in SECTION III
UAN	Universal Access Number
CRM	Customer Relationship Management
GIS	Geo graphic information system
CAD	Computer Aided Dispatcher
GPS	Global Positing System
PRI	Primary Rate Interface
LBS	Location Based Service
ACD	Auto Call Distribution
CTI	Computer Telephony Integration
MDT	Mobile Data Terminal

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.

PART – I

NOTICE INVITING TENDER

Bids from eligible bidders are invited for the below mentioned work by Indian Highways Management Company Limited (IHMCL):

Name of the work	EMD/ Bid Security	Document Fee (non refundable)	Contract Period
Engagement of Agencies for setting up and operationalizing "24x7 Helpline (Call Centre) for Road Users on National Highways".	INR.5,00,000/- (Indian Rupees Five Lakh only)	INR.5000/- (Indian Rupees Five thousand only)	One Year which may be extended on mutual consent and further requirement

The RFP document may be downloaded from the IHMCL website indicated below. The Bids shall be liable for summary rejection unless accompanied by the requisite EMD and bid document fee as indicated above. IHMCL shall not be responsible for any postal delay. Bids submitted after the closing date/time shall be summarily rejected.

Indian Highways Management Co. Ltd. Reserves the right to accept or reject any or all bids without thereby incurring any financial or other liability to the affected bidders. Address for communication and for bid submission:

Manager Projects
 Indian Highways Management Co. Ltd. (IHMCL)
 2nd Floor, MTNL Building,
 Sector 19, Dwarka
 New Delhi 110 075
 Phone: +91-11-25074100 Ext.1409
 Email: info@ihmcl.com

Website: www.ihmcl.com

SCHEDULE OF IMPORTANT EVENTS / ACTIVITIES

S. No.	EVENT(S)	DATE
1.	Issue of RFP Document	29.10.2017
2.	Last date for submission of queries/clarifications	04.11.2017
3.	Pre - bid meeting	07.11.2017 at 11:00 AM
4.	Last date/ time for submission of bids (i.e. Bid due date)	15.11.2017 up to 03:00 PM
5.	Opening of Technical bids	15.11.2017 at 04:00 PM
6.	Technical Presentations	To be intimated separately
7.	Opening of Financial bids	To be intimated separately

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.

ARTICLE-1
INFORMATION TO BIDDERS

1.1 BACKGROUND AND REQUIREMENTS

The National Highways Authority of India (NHAI) was constituted by an Act of Parliament, the National Highways Authority of India Act, 1988. NHAI is responsible for the development, maintenance and management of National Highways for matters connected or incidental thereto.

Indian Highways Management Company Limited (IHMCL) was incorporated on 26.12.2012 under the Companies Act, 1956 to carry out Electronic Tolling and other allied works by NHAI jointly with its Concessionaires and Financial Institutions.

IHMCL intends to provide 24x7 Helpline (Call Centre Services) for road users on National Highways. The main purpose of such services is to provide assistance to road users on NHAI's tolled stretches in case of Emergency/Non-Emergency issues. A Four-Digit toll-free UAN "1033" is to be used for this purpose. The details of work are elaborated in the Terms of Reference attached to this document.

Bids are invited from eligible bidders engaged in providing, Set-up, operating and maintaining a 24 x 7 x 365 Helpline Call Center for road Users on National Highways.

The service provider would be expected to set up and operationalize 24x7 Helpline (Call Centre Services) on behalf of IHMCL in accordance to the conditions laid down in this RFP Document.

1.2. ACCESSING THE RFP DOCUMENT:

Detailed RFP document, including bid forms, can be viewed / downloaded from IHMCL website <http://www.ihmcl.com>.

ARTICLE-2

TENDER APPLICATION FEE AND BID SECURITY

- 2.1.** The Bidder shall pay Tender Application Fee (non-refundable) amounting to INR 5,000/- (Rupees Five Thousand Only) in the form of DD / Pay Order drawn in Favour of “Indian Highways Management Company Ltd”, payable at New Delhi.
- 2.2.** The Bidder shall furnish Earnest Money Deposit (EMD) of INR 5 Lakh (Rupees Five Lakh only) by way of Bank Guarantee (EMBG) in the prescribed format. IHMCL shall not be liable to pay any interest on the EMD. IHMCL shall not be liable to pay any interest on the EMD. The EMBG shall remain valid and in force for a period of 180 days (one hundred eighty days) after bid due date. For counting the period of validity of the EMBG, the last date of submission of bids shall be excluded. The claim period of EMBG shall be 60 days thereafter.
- 2.3.** The EMBG from following banks only shall be accepted:-
- Any Indian Nationalized Bank.
 - Any Scheduled Commercial Bank approved by RBI having a net worth of not less than INR 500 Crore as per the latest Audited Balance Sheet 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.
 - A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or any Indian Nationalized Bank.
- 2.4.** The acceptance of the EMBG shall also be subject to the following condition:-
- I. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI.
 - II. The bank guarantee issued by a Cooperative Bank shall not be accepted.
- 2.5.** An EMBG shall be declared unacceptable, if
- I. It does not comply with the requirements stipulated herein above.
 - II. It's validity is lesser than the prescribed period.
 - III. The EMBG is not of requisite amount mentioned here in above
 - IV. There is a material deviation in the format of EMBG submitted by the bidder from the prescribed format, which is likely to adversely affect the rights of IHMCL for encashment of EMBG in the event of default.
- 2.6.** Any bid not accompanied by acceptable EMD and/or Tender Application Fee in the prescribed manner shall be summarily rejected.
- 2.7.** The EMBG of unsuccessful bidders shall be returned normally within 30 days after closure of the tender process i.e. signing of the contract agreement with the successful bidder.
- 2.8.** IHMCL reserves the right to annul or cancel the bidding process at any time, at its sole discretion, without giving any reason whatsoever.

2.9. In case any bidder has submitted a Bank Guarantee for EMD to IHMCL in respect of any previous bid and the same has not been returned by IHMCL, the bidder can submit a letter requesting IHMCL to accept the same Bank Guarantee as EMD for this Tender. The decision of IHMCL in this regard shall be final

2.10. FORFEITURE OF EMD

The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that in the event of IHMCL suffering any loss or damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP, IHMCL shall be entitled to forfeit and appropriate the EMD as Damages thereof. Without prejudice to the generality of the foregoing, following acts or omission on the part of the Bidder shall be result in the forfeiture of EMD by IHMCL-

- I. If a bidder submits a non-responsive bid Subject to, however, that in the event of forfeiture and/ or appropriation of EMD occurring due to operation of this sub para, the damage so claimed by IHMCL shall be restricted to 25% of the value of EMD.
- II. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; or
- III. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as further extended by IHMCL; or
- IV. If the bidder tries to influence the evaluation process; or
- V. If a Bidder having been notified as Successful Bidder by IHMCL through issuance of Letter of Award (LOA) during the bid validity period-
 - a) Fails or refuses to sign & return the copy of LOA as acceptance of award within stipulated time.
 - b) Fails or refuses to furnish the Performance Security, in accordance with the conditions of RFP specified herein; or
 - c) Fails or refuses to execute/sign the Contract within the stipulated time frame.

ARTICLE-3

ELIGIBILITY AND PRE- QUALIFICATION CRITERIA

3.1 PRE-QUALIFICATION CRITERIA :

- I. The Bidder (referred to as “Service Provider”) should be either a Company incorporated and registered in India under the Companies Act, 1956 or a registered firm and should have valid Other Service Provider (OSP) registration from Department of Telecommunications (DOT) for Domestic Call Centre.
(Copies of Certificate of incorporation issued by the Registrar of Companies as well as OSP registration issued by DOT shall be submitted along with **Form T-2**.)
- II. JV/Consortium is not allowed for this tender.
- III. A Bidder declared ineligible by IHMCL or 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.
- IV. A Bidder debarred or declared non-performing by MoRTH or NHAI or IHMCL shall also not be eligible to Bid during the period so determined.

3.2 ELIGIBILITY CRITERIA:

3.2.1 Technical Strength

- I. The Bidder should have at least Five years of experience in setting up and operationalising and running Call Centre Service(s) as on the last date of bid submission.
- II. Bidders should have experience in call centre operation with minimum 100 seats for In-bound calls and 300 seats for Out-bound calls.

(Duly filled specified format i.e. **Form T-3**, along with self-certified copy of Documentary proof in the form of copy of contract / work order and / or IHMCL’s testimonials, if any, shall be submitted for Para I and II above).
- III. Bidder should have minimum 2 years of experience in supporting cell-ID based location detection technology for emergency helpline contact centres through GIS/CAD software and other call positioning software. (Bidder should submit work order and reference of at least 2 customers (with contact details) which are using such Technology for more than 2 years). Duly filled specified format i.e. **Form T-6**, along with self-certified copy of Documentary proof in the form of copy of contract / work order and / or IHMCL’s testimonials, if any, shall be submitted.

OR

Bidder should submit a consent letter from any supplier of above technology to get such technology for proposed call center operations.

3.2.2 Financial Strength

- I. Bidder should have an average Annual turnover of minimum INR 30 Crore (Rupees Thirty Crore), in the last 3 financial years (FY 2014-15, 2015-16 and 2016-17).
- II. The bidders should have positive net worth for the last three financial years (FY 2014-15, 2015-16 and 2016-17).

(Documentary proof in the form of a certificate from the Company Secretary or statutory auditor/ chartered accountant as per the specified format (**Form T-4**) shall be submitted to substantiate the requisite financial turnover/net worth of the Company).

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ARTICLE-4
INSTRUCTIONS TO BIDDERS

4.1 GENERAL TERMS OF BIDDING

- 4.1.1 The Bid document shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initiated by the person(s) signing the Bid.
- 4.1.2 No Bidder shall submit more than one Bid.
- 4.1.3 Bid documents shall be properly hard bound in a manner such as to avoid misplacement / changing / tampering of the documents.
- 4.1.4 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.
- 4.1.5 The Technical Bid shall not include any commercial quote.
- 4.1.6 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
- 4.1.7 Bids received by IHMCL after the specified time on the Bid Due Date, shall not be eligible for consideration and shall be summarily rejected.
- 4.1.8 The Bidders are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the RFP shall be binding on IHMCL nor confer any right on the Bidders, and IHMCL shall have no liability whatsoever in relation to any issue or matter arising out of any or all contents of this RFP.
- 4.1.9 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Service Provider Agreement to be executed between the Successful Bidder and IHMCL shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Service Provider Agreement executed as aforesaid
- 4.1.10 In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 4.1.11 Any condition or qualification or any other stipulation contained in the Bid, shall render the Bid liable to rejection as a non-responsive Bid.
- 4.1.12 The Bid and all communications in relation to or concerning the Bidding Documents shall be in English language. All The documents, including this RFP and documents attached thereto, provided by IHMCL, are and shall, remain the property of IHMCL and are

transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance with the provisions contained herein.

4.1.13 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 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and IHMCL will not return to the Bidders any Bid, document or any information provided along therewith.

4.1.14 A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. At any stage of Bidding process, any Bidder found to be having a Conflict of Interest shall be disqualified.

4.1.15 In the event of disqualification due to clause 4.1.14, IHMCL shall be entitled to forfeit and appropriate the EMD, as the case may be, up to a 25% of the Security value as Damages, without prejudice to any other right or remedy that may be available to IHMCL under the Bidding Documents and/or the Service provider Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest effecting the Bidding Process, if:

- I. The Bidder, its shareholder or Associate (or any constituent thereof) and any other Bidder, its shareholder or any Associate thereof (or any constituent thereof) have common controlling shareholders or common ownership; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its shareholder or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, shareholder or Associate, as the case may be) in the other Bidder, its shareholder or Associate, is less than 5% (five per cent) 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 2(72) of the Companies Act, 2013. For the purpose of this clause subscribed and paid up share capital as on the day of submission of the Bid shall be taken into account.
- II. A constituent of such Bidder is also a constituent of another Bidder; or
- III. Such Bidder, its shareholder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its shareholder or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its shareholder or any Associate thereof; or
- IV. Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- V. Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- VI. Such Bidder or any Associate thereof has participated as a consultant to IHMCL in the preparation of any documents, design or technical specifications of the Project.

4.1.16 A Bidder shall be disqualified and EMD or, as the case may be, shall be appropriated by IHMCL, if any legal, financial or technical adviser of IHMCL in relation to the Project, is

engaged by the Bidder or its Members or any Associate thereof, in any manner, for matters related to, or incidental to such Project, anytime during and after the Bidding Process, up to the Agreement Period. This RFP is not transferable.

4.2 CONFLICT OF INTEREST

- I. 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.
- II. 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.

4.3 COST OF RFP DOCUMENT AND BID SECURITY

- I. Bidder should pay cost of RFP document (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 "Indian Highways Management Company Ltd." at New Delhi.
- II. The Bid Security of INR.5,00,000 (Rupees Five 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 payable to "Indian Highways Management Company Ltd." at New Delhi. IHMCL shall not pay any interest on the Bid Security deposit.
- III. The EMD/Bid Security of INR.5,00,000/- (Rupees Five Lakh only) and the Document fee (non refundable) of INR.5,000/- (Rupees Five Thousand only) is required to be submitted only once.
- IV. Any Bid not accompanied by an acceptable Bid Security and / or cost of RFP document in the prescribed manner shall be summarily rejected.
- V. 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.

4.4. FORFEITURE OF BID SECURITY (EMD)

The Bid Security shall be forfeited as mutually agreed as 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:

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

4.5. 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.

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

4.7. 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.

4.8. CLARIFICATION REGARDING RFP DOCUMENT

- I. A prospective Bidder requiring any clarification regarding the RFP may notify IHMCL in writing or by fax or e-mail(info@ihmcl.com) 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.

- II. 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.
- III. 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.

4.9. PRE-BID MEETING

- I. The Bidder or his authorized representative is invited to attend a pre-Bid meeting which will take place at Indian Highways Management Co. Ltd. (IHMCL), 2nd Floor, MTNL Building, Sector 19, Dwarka, New Delhi-110 075 as mentioned in the Schedule of Important Events / Activities or any other suitable place notified by IHMCL.
- II. 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 Manager Projects, IHMCL. 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.
- III. The text/substance of the queries (without identifying the source of enquiry) and the responses will be hosted on IHMCL's website only.
- IV. 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.

4.10. AMENDMENT OF RFP DOCUMENT

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.

Any amendment/ addendum/Corrigendum thus issued shall be part of the RFP document and shall be communicated by hosting the same on IHMCL's web site only.

In order to give prospective Bidders reasonable time to take the amendment into account in preparing their proposal, IHMCL may, at its discretion, extend the Bid Due Date, if considered necessary.

ARTICLE-5
BIDDING PROCESS

5.1. GENERAL

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.

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.

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.

5.2. CONTENT OF BIDDING DOCUMENTS

Please refer to relevant 'Attachment/Annexure' of this document.

5.3. PREPARATION AND SUBMISSION OF BID

Please refer to relevant 'Attachment/Annexure' of this document.

All the Bids (Technical & Financial 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.

5.4. CURRENCIES OF BID AND PAYMENT

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

5.5. BID VALIDITY

The Bid must be valid for a period of 120 days from the last date of submission of the bid ("Validity Period"). The quoted rates shall prevail during the Contract period. No request will be considered for price revision during this period for any reason whatsoever.

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

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 120 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.

5.6. MODIFICATION / WITHDRAWAL OF BIDS:

Please refer to relevant 'Attachment/Annexures' of this document.

5.7. 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.

5.8. 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 his 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.

5.9. OPENING AND EXAMINATION OF BIDS

- a. The bids will be opened in the presence of the bidders who 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. 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.

- c. Financial Eligibility bid of non-responsive/ ineligible bidders shall not be opened.
- d. This RFP confers neither the right nor expectation on any party to participate in the selection process. IHMCL reserves the right to reject any or all of the bids, if it considers necessary to do so, or to vary any of its terms at any time without giving any reason or incurring any liability thereto.
- e. A two-stage selection procedure will be adopted:

Stage-1: Pre-qualification-cum-Technical Stage

Stage-2: Financial Stage

5.10. EVALUATION PROCESS

5.10.1 As part of the evaluation, the Technical Eligibility Bid shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Eligibility Bid which are found to be responsive would be further evaluated in accordance with the criteria set out.

5.10.2 Prior to evaluation of Bid, IHMCL will determine whether each Bid is responsive to the requirements as indicated below. The IHMCL may, in its sole discretion, reject any Bid that is not responsive hereunder. A Bid will be considered responsive only if:

5.10.3 Technical Eligibility Bid:

- a) The Technical Eligibility Bid is received in the form specified in this RFP.
- b) It is received by the Proposal Due Date including any extension thereof in terms hereof.
- c) It is accompanied by the Processing Fee as specified in this RFP.
- d) It is accompanied by the Bid Security as specified in this RFP.
- e) It is signed, sealed, bound together in hard cover and marked as stipulated in this RFP.
- f) It does not contain any condition or qualification; and
- g) It is not non-responsive in terms hereof.

5.10.4 Financial Eligibility Bid:

- a) The Financial Eligibility Bid is received in the form specified in this RFP
- b) It is signed, sealed, bound together in hard cover and marked as stipulated in this RFP;
- c) It does not contain any condition or qualification; and
- d) It is not non-responsive in terms hereof.
- e) The IHMCL reserves the right to reject any Bid which is nonresponsive and no request for alteration, modification, substitution or withdrawal will be entertained by the IHMCL in respect of such Bid. However, IHMCL reserves the right to seek clarifications or additional information from the bidder during the evaluation process. The IHMCL will subsequently examine and evaluate Bids in accordance with the Selection Process detailed out below.

5.10.5 Technical Evaluation

- I. To facilitate evaluation of Bids, IHMCL may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by IHMCL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If an Bidder does not provide clarifications sought by IHMCL within the specified time, its Bid may be liable to be rejected. In case the Bid is not rejected, IHMCL may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation by IHMCL.
- II. IHMCL reserves the right to verify all statements, information and documents, submitted by the Bidder in response to this RFP. Any such verification or absence of verification by IHMCL shall not in any manner whatsoever relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of IHMCL.
- III. In case it is found during the evaluation or at any time before signing of the Contract or after its execution and during the period of subsistence thereof, that any eligibility conditions have not been met by the Bidder or if the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet selected (either by issuance of the LOA or entering into of the Contract), and if the Successful Bidder has already been issued the LOA or has entered into the Contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by IHMCL without IHMCL being liable in any manner whatsoever to the Successful Bidder, as the case may be. In such an event, IHMCL shall, without prejudice to any other right or remedy that may be available to IHMCL, forfeit and appropriate the Performance Security as mutually agreed pre-estimated compensation and damages payable to IHMCL for, inter alia, time, cost and effort of IHMCL; provided that in the event the Performance Security has not been provided, IHMCL have the right to forfeit the Bid Security and the Bidder, as the case may be, shall be liable for the difference.
- IV. All bidders will have to make a presentation on their proposed approach for setting up and operationalizing the call centre. The presentation should cover the infrastructure, manpower, operations (including indicative call flow), technology to be deployed at the call centre and the proposed timelines for setting up and operationalizing the call centre. The presentation should also cover the call centre experience of the bidder.
- V. Technical Eligibility Bid Evaluation Criteria: The evaluation committee ("Evaluation Committee") appointed by the IHMCL will carry out the technical evaluation of Bid on the basis of the following evaluation criteria and points system. Evaluators of Technical Eligibility Bid shall have no access to the Financial Eligibility Bid until technical evaluation, is concluded. Each evaluated Bid will be given a technical score (TS) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are provided in the subsequent table.

Technical Evaluation Scheme

S.No.	Criteria	S.No.	Sub-Criteria	Marks
A	Financial Strength	A1	Bidder's Average Annual Turnover over the last 3 financial years (FY 2014-15, 2015-16 and 2016-17)*. <ul style="list-style-type: none"> • INR 30 to 35 Cr : 10 Marks • INR 35 to 40 Cr : 15 Marks • >INR 40 Cr: 20 Marks 	20
B	Technical Strength**	B1	Experience in setting up and operationalizing call center service(s). <ul style="list-style-type: none"> • 5 to 7 years : 10 Marks • 7 to 9 years: 15 Marks • 9 to 11years: 20 Marks • > 11 years : 25 Marks 	25
		B2	Experience in setting up and operationalizing of Inbound call center <ul style="list-style-type: none"> • 100 to 150 Seats : 10 Marks • 150 to 200 Seats: 15 Marks • >200 Seats: 20 Marks 	20
		B3	Experience in setting up and operationalizing of Outbound call center <ul style="list-style-type: none"> • 300 to 350 Seats : 10 Marks • 350 to 400 Seats: 15 Marks • >450 Seats: 20 Marks 	20
		B4	Experience in supporting cell id based location detection technology for emergency helpline contact centers through GIS/CAD software and other call positioning software	05
		B5	Proposed approach for setting up and operationalizing the call centre including the list of technology to be deployed.	10
Total				100

*CA certified statement-showing revenues for 3 financial years FY 14-15, FY 15-16 and FY 16-17

** Bidder should submit the proof as per clause No. 3.2.1

The Technical Eligibility Bid (TB) which secures the highest marks will be given a technical score (TS) of 100 points. The technical scores (TS) of the other Technical Bid will be determined using the following formula:

$$TS = 100 \times T/TB;$$

Where TS is the technical score, TB is the highest score secured by a Technical Bid, and T is the score of the Technical Bid under consideration.

Minimum technical score (TS) required to qualify technical evaluation is 65. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score. The IHMCL will notify Bidder who fail to score the minimum technical score about the same and return their Financial Eligibility Bid unopened after completing the selection process.

The IHMCL will notify the Bidder who secure the minimum qualifying technical score, indicating the date and time set for opening the Financial Eligibility Bid. The notification may be sent by registered letter, facsimile, or electronic mail.

The Financial Eligibility Bid will be opened publicly in the presence of Bidder representatives who choose to attend. The name of the Bidder, their technical scores and the proposed prices will be read aloud and recorded when the Financial Eligibility Bid are opened.

Prior to evaluation of the Financial Eligibility Bid, the Evaluation Committee will determine whether the Financial Eligibility Bid are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

The cost indicated in the Financial Eligibility Bid shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil its obligations as per the Terms of Reference within the total quoted price shall be that of the Bidder. The evaluation shall exclude those taxes, duties, fees, levies and other charges imposed under the Applicable Law as applicable on foreign and domestic inputs. The lowest Financial Eligibility Bid (FB) will be given a financial score (FS) of 100 points. The financial scores (FS) of the other Financial Bid will be determined using the following formula:

$$FS = 100 \times FB/F;$$

in which FS is the financial score, FB is the lowest Financial Bid, and F is the Financial Proposal (in INR) under consideration. Proposals will be finally be ranked in accordance with their combined technical (TS) and financial (FS) scores:

$$S = TS \times Tw + FS \times Fw;$$

where S is the combined score, and Tw and Fw are weights assigned to Technical Bid and Financial Bid that will be 0.6:0.4.

The Bidder achieving the highest combined technical and financial score will be considered to be the Successful Bidder and will be invited for contract signing.

5.11. AWARD OF CONTRACT

- I. 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.
- II. The contract will be valid for a period of One Year, which may be extended on mutual consent and further requirement of IHMCL/NHAI.

5.12. NOTIFICATION OF AWARD AND SIGNING OF CONTRACT

- I. The Successful Bidder shall be notified of the award of work by IHMCL in writing through email or facsimile confirmed by post/ courier through issue of LOA.
- II. Upon receipt of LOA, the Successful Bidder shall comply with the conditions of LOA and submit a Letter of Acceptance along with Performance Security of INR 50 lakh (Rupees Fifty lakh only) within the specified timeframe, failing which, the LOA shall stand cancelled and also lead to annulment of the award and forfeiture of the Bid Security. IHMCL shall be entitled to take any other remedy as per law.
- III. Upon furnishing of the Letter of Acceptance along-with Performance Security, the Successful Bidder shall be asked to sign the Contract.

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ARTICLE-6

PERFORMANCE SECURITY

- 6.1** On receipt of the 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 Annexure-4. The PBG shall be for an amount of INR 50 Lakh (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.
- 6.2** 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 INR 50 Lakh (Rupees Fifty Lakh only) in the manner prescribed above. 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.
- 6.3** The PBG from following banks shall only be accepted:-
- I. Any Indian Nationalized Bank.
 - II. A Foreign Bank (issued by a branch outside India) with a counter guarantee from SBI or its subsidiaries or any Indian Nationalized Bank.
 - III. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 Crore 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.
 - IV. The acceptance of the PBG shall also be subject to the following conditions:-
 - V. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI.
 - VI. The bank guarantee issued by a Cooperative Bank shall not be accepted.

6.4 ADVANCE PAYMENTS

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

6.5 DISQUALIFICATION

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

- I. Made misleading or false representations in the forms or false statements and attachments submitted in support of proof of eligibility requirements;
- II. 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.; submitted a bid which is not accompanied by required documentation and non-refundable cost of RFP document or is non-responsive;

- III. Failed to provide clarifications, when sought;
- IV. Found to be involved in anti-national activity, corruption, political or other type of canvassing in its favor;
- V. Violated any law or infringed any third party copyright.
- VI. 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.

6.6 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 to cancel the bidding process and 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.

6.7 CORRESPONDENCE WITH THE BIDDER

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.

6.8 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.

6.9 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.

6.10 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:

- I. Defines, for the purposes of this provision, the terms set forth below as follows:
 - a) “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;
 - b) “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;
 - c) “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;
 - d) “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
 - e) “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.
- II. 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;
- III. 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.

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ARTICLE – 7
MISCELLANEOUS

- I. 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.
- II. IHMCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- III. 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;
- IV. Consult with any Bidder in order to receive clarification or further information;
- V. Retain any information and/ or evidence submitted to IHMCL by, on behalf of, and/ or in relation to any Bidder; and/or;
- VI. 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.
- VII. 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.
- VIII. 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.
- IX. 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. Agreement then must be reached on final TOR, and Bar chart / PERT chart, logistics and reporting to timely commissioning of the contractual services. IHMCL shall not be responsible for any wrong assessment by the bidder and shall not in any case bear any additional cost there from.
- X. IHMCL reserves the right to ask for further clarification and/or justification for the quoted prices from all the bidders.

ARTICLE-8

PREPARATION & SUBMISSION OF BIDS:

- 8.1 The Bid shall remain valid for 120 days w.e.f. the Bid Due Date and comprise of the following:
- 8.2 The Bid Envelope shall be marked as “Setting up a 24x7 Helpline (Call Center) for Road Users on National Highways”.
- 8.3 The Bid Envelop- shall be addressed to:
- ATTN OF: Manager Projects
ADDRESS: Indian Highways Management Company Ltd
 2nd Floor, MTNL Building, Sector 19, Dwarka,
 New Delhi – 110075.
- 8.4 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.
- 8.5 The prospective bidders are hereby invited to submit a single bid, comprising Technical and separate Financial Eligibility Bids.
- 8.6 The Bid envelope shall contain the Bid documents in the manner described below:
- 8.7 **PART 1 (Technical 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: “Technical Eligibility Bid for Tender Ref:-IHMCL/Helpline/2017”

List of Documents:

- I. Bid Covering Letter
- II. Demand Draft / Pay Order of Tender Application Fee of prescribed amount
- III. Bid Security (EMD) of appropriate amount in the form of Demand Draft/Banker's Cheque/Pay Order
- IV. In preparing the Technical Bid, bidders are expected to examine the documents comprising their bid in detail. Material deficiencies in providing the information requested may result in rejection of a Bid.
- V. The technical bid shall not include any financial information.
- VI. Hard copy of the presentation mentioned under the clause-5.10.5, point IV.

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:-"IHMCL/Helpline/2017

- a. Brief Information about Bidder(s).
- b. Experience in Call Centre Services.
- c. Certificate in respect of Bidder's Annual Turnover.
- d. Experience Certificates / Work Orders
- e. Brief Methodology and Work Plan

8.8 PART 2 (Financial Eligibility Bid) – Envelope-2

- I. Financial Eligibility Bid shall be submitted only on the prescribed bid form.
- II. In preparing the financial Eligibility 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 Good & Service Tax (GST). The applicable Good & Service Tax (GST) shall be reimbursed by IHMCL separately on production of proof of payment.
- III. 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. (need to discuss).

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ARTICLE-9

MODIFICATION /SUBSTITUTION/ WITHDRAWAL OF BIDS:

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.

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.

For withdrawal of bid, bidder has to give written application to IHMCL.

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.

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.

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ARTICLE-10

TERMS OF REFERENCE (TOR)

The Call Centre will provide the services to road users on national highways and meet the above objective in accordance with this 'Terms of Reference' (TOR).

10.1 BACKGROUND AND REQUIREMENT

- I. 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.
- II. Indian Highways Management Company Limited (IHMCL) was incorporated on 26.12.2012 under the Companies Act, 1956 to carry out Electronic Tolling and other allied works by NHAI jointly with its Concessionaires and Financial Institutions.
- III. With the expansion in road network, motorization and urbanization in the country, the number of road accidents have surged. Road traffic injuries and fatalities have emerged as a major public health concern and one of the leading causes of deaths, disabilities and hospitalizations imposing severe socio-economic costs on the society.
- IV. During operations and maintenance of tolled stretches, in order to provide relief and rescue measures in the aftermath of accidents concessionaires have been mandated to provide tow away cranes for removing the breakdown/damaged vehicles; ambulances to provide immediate first-aid during golden hour to the accident victims and subsequent transfer of the accident victim to the nearest hospital/trauma care Centre; route patrolling vehicles to check unauthorized activities/guide the road users.
- V. Emergency phone numbers are displayed along the NH stretch and are also printed on Toll Tickets. Boards depicting names of contact person and emergency contact number are also displayed at prominent locations on toll plazas. However, these emergency numbers are different for different tolled stretches, which is difficult for the road user to memorize and recollect during emergency.
- VI. On the completed NH stretches the Concessionaires manages incidents in their corresponding tolled stretch and each Concessionaire has their specific mobile number advertised for incident management along the corresponding highway stretch.
- VII. Non-emergency calls received from NH road users typically include queries related to toll collection issues, FASTag recharges issues, Electronic Toll Collection related issues and other issues related to toll plazas and facilities along the National Highways.
- VIII. A single 4 digit Toll Free Universal Access Number (UAN) i.e. "1033" is envisaged to be established as Help Line Number to facilitate road users of National Highways for reporting of Emergency and Non-Emergency related issues.
- IX. As per preliminary assessment it is estimated that the Toll Plazas currently receive approximately 7-8 emergency calls per day on an average for every 50 km of

completed NH stretch and approximately 150 Non-Emergency calls on an average per day. Increment in both type of calls is expected after launch of 24x7 helpline with 4 digit Toll Free Universal Access Number (UAN).

- X. At present, NHAI's completed stretches under tolling is approximately 18,700 km and total length of NH is approximately 1 lakh Km.
- XI. The remaining length of NH is under the state PWDs, BRO etc. On these stretches of NH and those with NHAI but not tolled, help to accident victims is provided through ambulances and cranes deployed by the State Government authorities. In a few stretches.
- XII. Dept. of Telecommunication, M/o Communication and Information Technology has allocated the short code '1033' as help line for NHAI/IHMCL with following features.
 - a) Category I Service (i.e. Mandatory Service to be provided by all the access service providers.
 - b) Accessibility: Accessible from anywhere in India
 - c) Non- Metered Service.

10.2 OBJECTIVE

- I. Recognizing the importance of improving safe travel along National Highways and to help NHAI in taking preventive measures & improve maintenance of road and facilitate to serve the road users, IHMCL intends to provide a 24x7x365 Call Centre Services to road users on National Highways.
- II. A single 4 digit Toll Free Universal Access Number (UAN) i.e. "1033" will be provided to the road users for reporting Emergency and other Non-Emergency issues related to National Highways. On receiving calls from the road users, the Call Centre Agents will alert the staff of Control Centre of respective sections who in turn will provide necessary help to distressed road users using Ambulance, Patrol Vehicle, Crane, etc. depending on the need.
- III. Non-emergency calls addressed by the Call Centre will include queries related to toll collection issues, FASTag recharges issues, Electronic Toll Collection related issues and other issues related to toll plazas and facilities along the National Highways.
- IV. The call Centre will handle calls on 4-digit UAN "1033" from road users of tolled stretches on National Highways as well as other roads including NH and State Roads. The services shall be provided in English, Hindi and regional languages and the following access channels will be utilised:
 - a. Inbound channels: Mobile phone, Landline phone, e-mail, SMS, Mobile App,
 - b. Outbound channels: Mobile phone, Landline phone, e-mail, SMS, Mobile App.

10.3 SCOPE OF WORK

10.3.1 INFRASTRUCTURE & MANPOWER

- I. A centralized call centre for UAN “1033” is to be setup and operationalized by the Service Provider. The 4-digit UAN “1033” will be used by the service provider in the name of IHMCL and shall be handed over to IHMCL after the contract period. No rights shall vest with the service provider in respect of the use of the number after the expiry of the contract term.
- II. The 4-digit Universal Access Number “1033” will be toll free for the road users. Payment to Telecom Service Provider for inbound (*if applicable*) / out bound calls made for addressing/escalating the incidence to concerned stake holder shall be the responsibility of Call Center Service Provider.
- III. The service provider will be responsible for providing all infrastructure for Call Centre Services viz. Premises, Agent Software Licenses, Supervisor Licenses, PRI lines for Inbound and Outbound calls, Internet connection, switches, Media Gateway, CAD & GIS software for Cell Id based location detection, GIS/GPS integration with CRM, CRM Software, and Database server and other software at the Call Centre location, LAN, head set, PCs, SMS server, other hardware / software along with necessary license.
- IV. The service provider will be responsible for providing all manpower for the call center services viz. Call Center Agents (CCA’s), Level -2 team, Backend Team, Management staff, team leaders and any other required skilled manpower for operations and maintenance of the call center. The minimum qualification required for manpower deployed by the Service Provider is placed at ANNEXURE-6
- V. The Service Provider should provide region/language-wise CCAs and Level-2 teams at the centralized call centre. In case the Service Provider is unable to find adequate manpower for specific region/language(s). In that scenario service provider is responsible to set-up a sub-call center in these regions of India with no additional cost to IHMCL.
- VI. The Service provider shall depute a Project Manager who will be the nodal point of contact in all matters. Profile of Call Center Project Manager will be submitted by the service provider to IHMCL. IHMCL may scrutinize the profile and review the performance of the resources, from time to time, in order to ensure that the representative deputed is suitable for their assigned role. In case, IHMCL is not satisfied, the said resource shall be replaced by the Service Provider at earliest without any reference to IHMCL.
- VII. Manpower attrition at the call center should not be more than 2% of overall manpower per month. Biometric attendance for all manpower should be shared with IHMCL as softcopy and hardcopy (both) to reconcile the manpower attendance. Same should be matched with CRM login detail of CCA.
- VIII. The security of the entire Call Centre Infrastructure (i.e. equipment, buildings and manpower etc.), will be the responsibility of Service Provider; IHMCL will not be responsible for any damage or loss to the same. Service Provider shall have adequate insurance cover for its personal and property to cover possible damages/ loss.

- IX. 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.
- X. The Level -2 team capacity of the call center should be at least 20% of CCA Team capacity.
- XI. Service provider has to deploy at least 1 team leader per 10 CCAs for floor management and handholding the CCAs.
- XII. Service provider has to deploy at least 1 supervisor per 10 Level-2 Team Members for monitoring the emergency calls and for handholding the Level-2 Team.

10.3.2 OPERATONAL REQUIREMENT

10.3.2.1 Process Manual for Call Centre Operation

- I. The Service Provider shall work closely with IHMCL in developing the “**Process Manual**”. The Process Manual will be the master document for the complete call center operations and will include but not limited to - SOP (Standard Operating Process), Call/work flow, escalation procedures, report formats, reporting mechanism, and SLA matrix etc. The process manual should include separate sections for Emergency and Non-Emergency Calls, including calls related to FasTag/ETC users.
- II. The Process Manual should be submitted for approval to IHMCL within 20 days of award of work. The Service Provider shall be responsible for providing services as per the approved Process Manual within 15 days from the date of approval of the process manual. User Acceptance Test (UAT) will be conducted by IHMCL upon receipt of written confirmation regarding the call center set-up readiness from the service provider. Post successful UAT the call center can be considered commenced.
- III. The Process Manual will be reviewed by IHMCL/NHAI on a regular basis and may be modified as per the requirement of IHMCL/NHAI. The service provider is responsible to restructure the call centre operations as per the revised Process Manual with no additional cost to IHMCL.

10.3.2.2 Emergency & Non-Emergency Call Handling

- I. The service provider should have facility for segregated handling of emergency and Non-emergency calls/issues, docket generation with complete information and categories (Within Turn-around-Time of maximum 60 second) & docket closure. The Service Provider should make outbound calls to the appropriate agency for further closure of incident.

Examples of Emergency & Non-Emergency Calls:

- Emergency Calls - Accident at national highway, Any other life threatening/emergency situation with road users at national Highway stretches.
- Non-Emergency Calls - Electronic Toll Collection/RFID Tag & recharge related issues, Toll Plaza Services/Amenities related issues, Toll Plaza Services/Amenities related issues.

- II. Every call received through various in-bound channels like Landline phone, mobile phone, e-mail, SMS, Mobile App on the UAN should be answered within 6 second, with caller's location detection in a GPS enabled CRM and region/language-wise routing of calls.
- III. In case of Emergency call's the service provider should identify and verify incident location based on cell id, GPS/GSM positioning and detail received from caller. The Service provider has to ensure necessary software deployment & system integration for this Location Based Service (LBS).
- IV. In case of non-Emergency calls the Service Provider should create the relevant category in the CRM and forward the raised incident for such calls to relevant team through bin wise routing in CRM. Back-end team of the Service Provider is responsible to take follow up with the concerned team for resolution, update the resolution in CRM and to close the Incident for all such calls.
- V. CCA will act as first line call taker for all In-bound calls
 - a. In case of receipt of emergency call, CCA will identify the same and forward it to the Level 2 team for further handling as per the process manual developed by the service provider
 - b. In case of receipt of non-emergency call, CCA will handle the call as per process manual developed by the service provider
 - c. Certain non-emergency calls related to ETC / FASTag issues, requiring immediate resolution, can be forwarded to the Level-2 team for further coordination & issue resolution.
- VI. Level-2 team should be provisioned for handling for all emergency calls and should ensure further coordination between the caller and the emergency resources, till the time of issue resolution and receipt of final feedback from the caller

10.3.2.3 Other Operational Requirements

- I. Call Centre service shall be operational on 24x7x365 basis and it should be operated in 3 working shifts with minimum uptime of 99% per month.
- II. The input communication channels is not limited to calls originating from Landline/Mobile Phone but also includes calls from Mobile application that would also have a call button which should directly call the emergency response system., Panic Button in Public Transport, Internet of things (IoT) are future devices such as wrist bands, buttons etc. that can send GPS coordinate to the system. The alert should be directed to agents based on the coordinates and the call center would provide a generic interface definition like xml signature etc. to receive the data from IOTs.
- III. Outbound Dialer Software will be used for making outbound calls from the agents to return disconnected, missed calls, calls in case of SMS, Email or other input sources. Automatic call back function would enable calling back the missed calls which may be received on the system. It has to work in conjunction with ACD as well.

- IV. The Service Provider, should maintain a GIS based map/data of the concerned Ambulance Service/ Trauma Centre/ Police Patrol/ Control Room and toll plaza operated by concessionaries, NHAI & Ministry of Road Transport and Highways. Service provider shall be responsible for procuring the requisite PRI lines for inbound and outbound calls at its own cost. The choice of Telecom Service Provider (TSP) from whom telephone line(s) to be obtained for mapping '1033' rests with the service provider who be responsible for handling disputes (if any) with the telecom service provider.
- V. To ensure that every call received on the UAN "1033" is answered within 6 seconds, the occupancy of the CCAs as well as Telephone/ PRI lines should not exceed 80% during the busiest hour of the day. The service provider should make sufficient provisions accordingly.
- VI. If the occupancy of all the CCAs or utilization of Telephone/ PRI Lines reaches 80% or above on an hourly basis for five or more consecutive days, and not due to any Force Majeure or abnormal conditions, the service provider shall seek IHMCL's approval to increase the number of seats to avoid any call queuing. The cost implication of any such proposed increase will be in accordance with the **Clause-10.11**.
- VII. 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 or other vendors of the service provider. Any disputes with the telecom service provider should be handled by the Service Provider.
- VIII. The Service Provider is responsible to develop an eco-system and arrange dispatch management for all emergency calls such as transfer of information to Incident Manager of nearest Toll Plaza and to nearest available rescue infrastructure like Ambulance, Tow-away crane, Highway patrol vehicle etc. by Level-2 team/Dispatcher through Mobile Data Terminal (MDT) and other IT sources.
- IX. The Service Provider should store the recordings for all In-bound and Out-bound calls for at least 180 days or till settlement of bill for the respective period, whichever is later.
- X. All existing SOS systems deployed at National Highways are to be integrated with UAN "1033" and it is the responsibility of CCAs to attend all calls received from SOS systems.

10.3.3 TECHNOLOGY REQUIREMENT

- I. The ACD deployed by the Service Provider should have the functionalities such as identifying or determining the region from which the call is originating and greeting the caller in English/Hindi/ other regional languages, Intelligent and skill- based call routing.
- II. The ACD and the Outbound Dialer should be linked with CRM and all Inbound & Outbound calls should be logged and recorded in CRM with reference of raised incident number.
- III. Incident should be auto-raised for all calls landing at call centre, including other input communication channels like email, SMS, App based communication etc. All Inbound and Outbound calls should be recorded with the reference of Incident number.
- IV. The Computer Telephony Integration (CTI) functionality shall support relevant screen pop-ups on the Call Centre Operators screen basis of Caller Line Identity (CLI).The CTI shall be suitably integrated with the software and other

applications used by the Call Centre Operator to send/receive data which needs to be populated on operator screen. The CTI shall enable a computer application to take control of the call flow inside the Switch/EPABX and also allow the computer application to decide the most suitable action/operator for incoming calls.

- V. All CCA desktop system should be integrated with CRM, GPS, CAD software, Google Map, Caller's Cell Id based location detection software, Dialer, auto call recording and auto generation of dockets for all landed calls. All Outbound calls, Call conferences should be touch enabled and system based with lesser manual activity. All equipment should be as per the call centre /IT industry standard.
- VI. Service Provider is responsible to make necessary arrangements to access APWeb links related to the ETC program (e.g. Banks, NPCI and FasTag) in the desktop of CCA and its back-end team.
- VII. The Service Provider is responsible to procure, operate and maintain the CRM software for the call centre operations. The CRM software should be of CMMI Level 3 or above. It should have functionality for docket tracking, team-wise Bin concept, Bin-wise ticket forwarding and feasibility to bifurcate the emergency and Non-Emergency incidents. The CRM system shall have minimum 4 pre-defined user groups, namely - CCA, supervisor, system administrator and guest, and it should be scalable. CRM software should have the capability to monitor the predefined SLA and quality parameters.
- VIII. The Service Provider is responsible for maintenance, upgradation and handling of downtime of CRM software and its server.
- IX. It is the responsibility of the Service Provider to integrate/sync the existing CRM with any other CRM or Call Centre nominated by IHMCL without any further cost and conditions.
- X. The Service Provider is responsible to deploy necessary software to identify and verify incident location specially through Cell Id location of the caller and other details received from the caller, and GPS/GSM based call positioning software.
- XI. Calls landing at CCA's desk should be audible along with visual alerts. Caller related information such as location with address field, caller's number etc. should be displayed on the desktop screen. Location of caller should reflect on map section of the CRM.
- XII. Level-2 team should be able to monitor all field infrastructure such as Ambulance, Crane, Patrol Vehicle etc. through GPS enabled desktop.
- XIII. Contact number of all Toll plazas, Emergency services, NHAI/IHMCL should be updated in CRM, IP EPBAX, ACD and other CTI functions to make out bound calls from call centre.
- XIV. The Service Provider must offer application for rapid notification and mass broadcast through SMS, e-mail and Voice channels.
- XV. The Service Provider must offer web based application for sharing data (images, video) and location by caller to call center agents. Location tracking will be used for tracking caller location to very high accuracy by call takers to locate smart phone callers.
- XVI. The Service Provider must offer application for doing call backs for all calls which get abandoned
- XVII. Provided GIS software should be capable to make Thematic mapping Intelligent analysis through Pin mapping, color-coded pin Map, color coding for incidents, Repeated Incident mapping, and Hot Spot Mapping to allow users to extract incident hot spot from map to determine where toll plaza officers or vehicle should be directed.
- XVIII. IP phone to be deployed with High speed internet connection at CCA Desktop
- XIX. The brief description of indicative technology required for the deployment of Call Centre is placed at ANNEXURE -5

10.3.4 REPORTING OBLIGATIONS:

- I. Service Provider shall make available a web based and secured access to concern officers of IHMCL / Supervision Consultant to fetch MIS reports on daily, weekly, monthly basis.
- II. The reports shall include among other details such as information on call volume, Log-in details etc. The report shall primarily capture and analyze data pertaining to number of calls, average handling time, inbound and outbound call minutes with quality details, achieved uptime which will be of key relevance for settlement of payments and contract's performance management.
- III. The reports should highlight stretches where higher numbers of critical incidents are reported. Analytical reports indicating region wise / State wise volume of calls / nature of calls, Nature of incidents, etc. should also be made available.
- IV. IHMCL or its consultant can ask for more MIS/reports as per their requirement and service provider need to provide it.
- V. The Call center CRM / MIS system shall have capability to capture all call log details and provide at least following detailed reports.
 - a) Inbound CRD
 - b) Outbound CDR
 - c) Docket Report
 - d) Agent Productivity Reporting
 - e) Call Audit Report
 - f) Hourly Report
 - g) Call Summary Report
 - h) Docket Summary Report
 - i) Analytical Reports
 - j) First Time Resolution
 - k) Auto generated reports – Dialer based/ CRM basedDaily/Weekly/Monthly reports need to be prepared and flashed as per our requirement to ensure a 360 degree review of overall operation of project.

10.4 Confidentiality of Information:

The Service Provider shall keep all information collected from an accident victim/ user/ volunteers/ paramedics/ Police staff during the course of providing any service under this Agreement completely confidential. 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.

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

- I. The Call Centre should be operational within 40 calendar days from the date of signing of contract. The Service Provider shall confirm IHMCL upon start of service.

- II. If the Service Provider is not able to meet the timelines for the deliverables as enumerated above, IHMCL may impose Liquidated Damages @ Rs.1 (One) lakh per week of delay or part thereof subject to a cap of 5 lakh, unless the delay is due to reasons beyond his control. In case of a delay of more than six weeks, IHMCL may consider termination of contract and/or forfeit the performance security or both.

10.6 SPECIFIC REQUIREMENTS:

- I. If the Call Centre services are proposed to be provided from any existing Call Centre setup of the Service Provider, then a distinctly separate unit/ enclosure for IHMCL Call Centre operations should be ensured. Separate team including management staff should be deployed.
- II. Further, the proposed Call Centre shall have capability to logically partition the switching system to avoid interference with other set of users.

10.7 REPORTING

- I. The complete reporting/MIS system for the call center will be based on CRM data base. MIS system shall have capability to capture all call log details and provide the following detailed reports:
 - a) Inbound CRD
 - b) Outbound CDR
 - c) Docket Report
 - d) Agent Productivity Reporting
 - e) Call Audit Report
 - f) Hourly Report
 - g) Call Summary Report
 - h) Docket Summary Report
 - i) Analytical Reports
 - j) First Time Resolution
- II. The reports should highlight stretches where higher numbers of critical incidents are reported. Analytical reports indicating region wise / State wise volume of calls / nature of calls, Nature of incidents, etc. should also be made available.
- III. Service provider is responsible to provide any additional data and MIS reports required by IHMCL for 360 degree review of complete call center operations within 24 hours of any intimation from IHMCL.

10.8 ASSIGNMENT

- I. The activities / services / infrastructure and / or any obligations in whole or in part under this contract may not be assigned/ subcontracted/ outsourced by the service provider without prior approval of IHMCL.
- II. IHMCL reserves the right to modify this Term of Reference (TOR) in public interest, security of the Nation and proper conduct of services. Service provider is responsible to restructure the call center operation as per revised Term of Reference (TOR) with no additional cost to IHMCL.

10.9 SERVICE LEVEL AGREEMENT

This Service Level Agreement (SLA) is envisaged to make explicit the expectations of IHMCL and agreed upon threshold levels for performance of services, along with the applicable penalties for deficiency in service levels. This Service Level Agreement

(SLA) shall help IHMCL in monitoring and controlling the service levels and performance of Service Provider.

SLAs & Targets	<p>This SLA document provides for minimum level of services required, performance indicators and measurements thereof.</p> <p>In order to review the services provided under this agreement, IHMCL shall:</p> <ol style="list-style-type: none"> a) Check performance of the Service Provider against SLAs and consider any key issues in performance statistics including major incidents, service trends, etc. b) Discuss escalated problems, new issues and matters still outstanding for resolution. c) Review of statistics related to rectification of outstanding faults and agreed changes. d) Provide suggestions for changes to improve the service levels. <p>If desired, IHMCL may initiate an interim review to check the performance and the obligations of the Service Provider. IHMCL reserves the right to engage a Consultant for assisting it in smooth conduct of the above-mentioned and other items of work.</p>
SLA Change Control	<p>IHMCL reserves the right to modify the existing Service Level Agreement (SLA) or add new Service Level Agreement (SLA) parameter as per requirement from time to time, to improve the functioning of the call center services, in the general public interest. The service provider shall abide by the modified SLA parameter without any additional cost to IHMCL during the contract period.</p>
Service Level Agreement Applicability	<p>The parameters in the Service Level Agreement will be applicable w.e.f the date of start of services. IHMCL reserves the right to revisit Service Level Agreements (SLAs) at a later date based on learning from experience and stabilization of operations.</p>
Service Level Agreement (SLA) Parameters	<p>The Service Provider agrees to the following service level agreement (SLA) parameters while providing services to callers. These SLAs shall be tracked on a periodic basis and have incorporated penal provisions and / or liquidated damages for non-adherence to any of them.</p> <p>List of Service Level Agreements (SLAs): -</p> <ul style="list-style-type: none"> SLA01 – System uptime SLA02 – Accessibility of Call Center for all calls SLA 03 – Percentage of repeat calls. SLA 04 – Average Speed to Answer (ASA)

I. SLA01 – System uptime

Voice response available to customer for all calls

Objective	<p>This Service Level Agreement (SLA) implies that Call Center services are fully available and system is not down for any reason.</p> <p>Responsibility for uninterrupted availability of telephone connection and rectification of fault (whenever required) shall rest with the bidder.</p> <p>IHMCL or its Consultant shall measure the downtime, in which no road user could be serviced due to fault in the system, which includes Hardware, Software & Voice infrastructure, based on system logs & reports.</p>	
Definition	<p>It will be calculated based on following formula</p> <p>“100-(Up time (minutes) / Total minutes in a month)x100”.</p> <p>For example, the system was down for 2 hours in July 15;</p> <p>Uptime will be [100- {120/ (31 days x 24 hours x 60 minutes)}x 100]= 99.73%.</p>	
Method		
Data Capture	System down time should be captured by the IT systems/MIS at the Call Center.	
Measurement Interval	Monthly	
Reporting Period	Quarterly and immediate information on request should be given.	
Penalties		
S. no.	System down time for a month	Penalty in percentage on monthly billed amount
1	up to 1%	Nil
2	Between 1% to 5%	5%
3	Between 5% to 10%	8%
4	more than 10%	10% of bill amount with a warning;
<p>Note: Two consecutive warnings shall lead to forfeiture of PBG and if the services do not improve thereafter, IHMCL may consider termination of the Contract.</p>		

II. SLA02 – Accessibility of Call Center for all calls (Call Abandoned Rate)

Call Abandoned Rate		
Objective	To measure the % of callers that fail to connect to Call Center. The purpose is to ensure that most road users attempting to contact Call Center should be able to connect to it.	
Definition	<p>Percentage of calls getting rejected at MSC or Telecom provider switch directly connected to the Call Center during day Time Consistent Busy Hour (TCBH) averaged over the month.</p> <p>Percentage of calls getting rejected could be for want of Call Center capacity or fault in some element of the Call Center that is attributable to the Service Provider (Simply put, Calls missed or not responded by the Call center)</p>	
Method		
Data Capture	The Service provider is responsible to carry out daily reconciliation after obtaining report from all connecting MSCs/ Telecom Service provider switches and the Call Center system. Reconciled figures for all days in a month will be totaled to arrive at monthly call failure figure.	
Measurement Interval	Daily	
Reporting Period	Monthly	
Penalties		
Sr No	% of calls not able to connect to Call Center (averaged over a period of one month)	Penalty in % on monthly billed amount
1	<=3%	NIL
2	>3% but <= 5%	5%
3	>5% but <=10%	8%
4	>10%	10% of bill amount with a warning
Note: Two consecutive warnings shall lead to forfeiture of PBG and if the services do not improve thereafter, IHMCL may consider termination of the Contract.		

III. SLA 03 – Number of Repeat calls

SLA 03 –Number of Repeat calls		
Objective	To measure the number of road users who call the Call Center more than once in a day. High percentage of repeat calls indicates problems at satisfying road users at first call.	
Definition	Repeat calls will be defined as the calls made by callers who have already called the Call Center on the same date, for a particular issue (from 0.00 hrs to 24.00 Hrs), either from same or different telephone number. The purpose is to ensure that call Center operators are handling calls in satisfactory manner to ensure minimum need for road users to call again.	
Method		
Data Capture	MIS shall be able to capture and identify repeat calls. Service Provider shall analyze the reasons for repeat calls, as defined above.	
Measurement Interval	Daily	
Reporting Period	Monthly	
Penalties		
Sr No	Cases of repeated calls averaged over a period of one month (More than 3 calls from same telephone number Or for same issue with in a day = 1 Case)	Penalty in % on monthly billed amount
1	<400	NIL
2	>400 but <=500	1%
3	>500 but <=700	2%
4	>700	3% of bill amount with a warning
Note: Four consecutive warnings shall lead to forfeiture of PBG and if the services do not improve thereafter, IHMCL may consider termination of the Contract.		

IV. SLA 04 – Average Speed to Answer

Average Speed to Answer		
Objective	This is the percentage of calls that are answered by the Call Center operators within a specified time period.	
Definition	It provides the waiting time in Automatic Call Distributor (ACD) queue after being connected by a caller to the Call Center but before being answered by the CCA.	
Method		
Data Capture	Number of calls answered within 6 seconds as well as total number of calls should be captured by the IT systems/MIS at the Call Center. The SLA achieved levels shall be reported by MIS.	
Measurement Interval	Daily	
Reporting Period	Monthly	
Penalties		
Sr No	%age of calls that are attended within 6 seconds	Penalty on quarterly billed amount
1	More than 90 %	Nil
2	85 to 90 %	5%
3	80% to 85%	10%
4	Less than 80%	15% of bill amount with a warning;
Note: Two consecutive warnings shall lead to forfeiture of PBG and if the services do not improve thereafter, IHMCL may consider termination of the Contract.		

10.10 Call Centre Capacity* and Pricing Structure

The call center is envisaged with the initial capacity* of 50 seats for the services to be provided for 24x7x365 across 3 shifts per day. The price quoted by the bidder will be on a per seat basis for the above mentioned capacity.

In case of increase in the capacity in future, as per the requirement of IHMCL, the following methodology will be adopted for price restructuring:

Sno.	Increase from the initial capacity (Number of Seats)	% reduction in the quoted price
1	Up to 10	Nil
2	10 to 20	5
3	20 to 40	10
4	Above 40	15

*Call center capacity refers to manpower deployed as CCA team. The other manpower deployed at the call center (i.e. Level-2 team/dispatcher, Back-end team, Management staff etc.) along with complete call center IT & Infrastructure setup should also be considered as part of the quoted price for initial capacity.

10.11 PAYMENT TERMS

- I. IHMCL will not make any Advance Payment or provide any financial security against the work order / Contract. The service provider will raise the invoice every month after successful commissioning of services.
- II. The unit for payment shall be per Seat price quoted by the successful bidder for service provided 24x7x365 across 3 shifts per day.
- III. Payment for the services provided shall be made on aggregate per seat and subjected to service levels achieved in accordance with Service Level Agreements (SLAs).
- IV. The invoices shall also be supported by the following reports:
 - a) CDR Reports
 - b) Telecom Bills of the corresponding period
 - c) Reports against service levels achieved under SLA 01, SLA 02, SLA 03 and SLA 04 etc.
 - d) CRM based and dialer based system generated reports to reconcile billed unit.
 - e) Biometric attendance of all manpower including CCA, Level-2 team, Backend team and management staff. CRM login detail for CCA, Level-2 team, backend and team leaders.
 - f) All above documents should be submitted in both hardcopy and softcopy format (CD/DVD)
 - g) IHMCL can ask for more supporting documents, as per its requirement.
- V. The invoice shall be paid by IHMCL within 30 days of the invoice submission date, subject to applicable penalties / deductions, if any.
- VI. In case more time is required to verify the invoices against the Service Levels, IHMCL may choose to pay 60% of the invoice amount within 30 days and the balance 40%

after verification of services rendered with respect to Service Level Agreements. .

10.12 MEETINGS

IHMCL or its appointed Consultant may review the performance of the Service Provider periodically. Such review meetings will normally be held in IHMCL Head Office or at site under review. IHMCL or the service provider shall make necessary arrangements for such meetings at their respective places. No payments against expenses incurred for attending such meetings are envisaged.

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Part-II
ANNEXURE- 1
FORMATS FOR BID DOCUMENTS

Form T-1

Bid Covering Letter

(To be prepared on letterhead of the Bidder)

To

Manager Projects
Indian Highways Management Company Ltd
2nd Floor, MTNL Building
Sector-19, Dwarka,
New Delhi - 110075

Subject: RFP for Setting up of 24x7 Helpline (Call Centre) for Road Users on National Highways

Projects – Tender Ref No: _____

Dear Sir,

- I. 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.
- II. 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.
- III. 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".
- IV. 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.
 - c) 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.

- V. 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 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; and all documents accompanying my/our bid are true copies of their respective originals.
 - j) We shall be liable for disqualification or termination of contract at any stage, if any information/declaration is found to be incorrect or false.
- VI. In the event of my / our bid being declared as successful bid, We agree to enter into a contract agreement in accordance with the format of the contract agreement. We agree not to seek any change in the aforesaid format of the contract agreement and agree to abide by the same.
- VII. 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

- VIII. The documents in original accompanying the bid document have been submitted in a separate envelope as envisaged in the RFP document and marked appropriately.

- IX. 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.
- X. 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.
- XI. 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.....

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Form T-2

Brief Information about the Bidder(s)

(To be prepared on letterhead of the Bidder)

- I. (a) Name of Bidder :
- (b) Year of establishment:
- (c) Registered Address:
- (d) Constitution of the bidder entity e.g. Government enterprise, private limited company, limited company, proprietorship / partnership firm etc.
- (e) In case of a Government enterprise, please indicate as to whether Legally and financially autonomous and operate under commercial law:
Yes/ No/ Not applicable
- (f) Name(s) of Directors/ Proprietors/ Partners
.....
.....
- II. 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
- III. Name & Address of the principal banker1:
 - (a) Bank A/c Number
 - (b) Branch Address
 - (c) IFSC /MICR Code:
- IV. Name of the Statutory Auditor/ Company Secretary/ Chartered Accountant certifying the documents along with his/ her Membership number, if applicable:
NAME

These details are required for refund of Bid Security.

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

(a) Bank A/c Number

(b) IFSC /MICR Code:

V. Name of the Statutory Auditor/ Company Secretary/ Chartered Accountant certifying the documents along with his/ her Membership number, if applicable:

VI. 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)

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Form T-3

EXPERIENCE IN CALL CENTRE SERVICES

S. No.	Name of the Client	Contract Value	Start Date	End Date (Leave blank if project is ongoing)	Brief Scope of Work	Seat capacity (Inbound calls)	Seat capacity (Outbound calls)	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 Notes Please mention the experience in above table in decreasing order of project/contract cos

Form T-4

Format of Certificate in respect of Bidder's Annual Turnover

Dated: /...../2017

Certificate of Annual Turnover

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

I. Annual Turnover

Amount in INR (Lakhs)

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

(Signature of Statutory Auditor/ Chartered Accountant)

Name:

Seal:

Important Note:

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

Form T-5

Brief Methodology and Work Plan

- I. 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
- II. Proposed methodology and work plan including handling of emergency / critical situations on priority given the fact that any call could be critical / emergency among the stream of incoming calls.
- III. Location of the proposed call Centre with relevant details like proposed connectivity, call routing etc.
- IV. Activities/Services / Infrastructure etc. that the bidder intends/chooses to subcontract/outsource in the interest of the services. Focus on innovation proposed beyond requirements.

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Form T-6

Experience for Location Detection Technology

S.No	Client Name	Project Name	Start Year	End Year	Current Status(Completed/Running)
1					
2.					
3.					

We hereby declare that the above information is correct and best of our knowledge.

Authorized Signatory:

Name & Title of Signatory:

Name of Bidder :

Important Notes:

The above information should relate only to the processes managed by the Bidder.

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ANNEXURE-2

Financial Bid Submission Form

(To be submitted on letterhead of the Bidder)

To

Manager Projects,

Indian Highways Management Company Ltd. (IHMCL),

2nd Floor, MTNL Building,

Sector 19, Dwarka

New Delhi-110 075

Subject: Financial Bid for "Setting up and Operationalizing of 24x7 Helpline (Call Centre) for Road Users on National Highways"

Dear Sir

- I. 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 Monthly (as per Calendar Month) payments as under:

Pricing Component-	Rate per connect minute (in INR.)
Charges per seat as per Clause 10.11 under the RFP for setting up and operationalizing call center 24x7x365(call center services for road users on National Highways for the period of one year)	(In Figures)
	(In Words)

- II. 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. 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)
- III. We do hereby confirm that my/ our bid price includes all statutory taxes/ levies but excluding GST. GST shall be reimbursed separately on proof of payment.
- IV. 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.

- V. This bid is valid for a period of 120 calendar days from the bid due date.
- VI. We understand that the applicable service tax shall be reimbursed by IHMCL separately on production of proof of payment;
- VII. We understand that the applicable TDS will be deducted against payments as per Applicable Law.

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.....

(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 connect minutes based on above rates (subject to deduction pertaining to penalty, if any).

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ANNEXURE-3

Format for Earnest Money Bank Guarantee (EMBG)

B.G. No.

Dated:

To,

Manager (Projects),
Indian Highways Management Company Ltd (IHMCL)
2nd Floor, MTNL Building,
Sector-19, Dwarka,
New Delhi – 110075

I. WHEREAS M/s..... (a company registered under the Companies Act, 2013) and

having its registered office at (and acting on behalf of its Consortium of _____ & _____) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns) desires to submit bids for "RFP Providing Services of Hybrid ETC and Toll Management Systems at Eastern Peripheral Expressway" against IHMCL's RFP No. _____

II. AND WHEREAS the said RFP requires the bidder(s) to furnish an Earnest Money Bank Guarantee (EMBG) along with their bids for the sum specified therein as security for compliance with his obligations in accordance with the said RFP.

III. AND WHEREAS at the request of the Bidder, we (..... Name of the Bank) having our registered office at..... and one of its branches at (hereinafter referred to as the "Bank"), have agreed to issue such a Bank Guarantee.

IV. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder for the sum of **INR 50,00,000 (Rupees Fifty Lakh)** only, and we undertake to pay you, upon your first written demand and without cavil or argument, and without reference to the Bidder, any sum or sums within the limits of **INR 50,00,000 (Rupees Fifty Lakh)** only as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

V. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents (hereinafter referred to as "Bidding Documents") shall be final, conclusive and binding on the Bank.

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

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

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

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

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

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

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

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

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

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

XVI. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to **INR 50,00,000 (Rupees Fifty Lakh)**. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 12 hereof, on or before

..... (indicate date falling 180+60 days after the Bid Due Date).

(Signature of the Authorized Signatory)

(Official Seal)

Name:

Date :

Designation:

Employee Code Number:

Telephone Number:

Name of issuing bank branch _____ Address _____
Telephone number _____ E-mail: _____
Name of bank branch at New Delhi _____ Address _____
Telephone number _____ E-mail: _____

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ANNEXURE-4

Format for submission of PBG

To,

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

I. WHEREAS _____ [Name and address of Service Provider] (hereinafter called "the Service Provider") has undertaken, in pursuance of Letter of Award (LOA) No. _____ dated ___/___/2015 for "Setting up of 24x7 Helpline (Call Centre) for Road Users on National Highways" (hereinafter called the "Contract").

II. 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.

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

IV. 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.

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

VI. 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.

VII. 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

Indian Highways Management Co. Ltd.

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.

VIII. 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.

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

X. This bank guarantee shall be valid from

XI. Notwithstanding anything contained herein:

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

(b) The Bank guarantee shall be valid up to

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

Name:

Date :

Designation:

Employee Code Number:

Telephone Number:

Name of issuing bank branch _____

Indian Highways Management Co. Ltd.

Address _____

Telephone number _____

E-mail: _____

Name of bank branch at New Delhi _____

Address _____

Telephone number _____

E-mail: _____

Name of controlling bank branch _____

Address _____

Telephone number _____

E-mail: _____

PART – III
(CONTRACT AGREEMENT)

FORMAT OF CONTRACT AGREEMENT

CONTRACT AGREEMENT No.

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

BETWEEN

Indian Highways Management Company Ltd (IHMCL), a company incorporated under the provisions of the Companies Act, 1956 and having its head office at 2nd Floor, MTNL Building, Sector 19, Dwarka, New Delhi-110075 (hereinafter referred to as the “IHMCL”, 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 or a firm established in India and having its registered office at _____ (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. Each of the parties mentioned above are hereinafter collectively referred to as “Parties” and individually as a “Party”.

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 IHMCL through their bid, against RFP No. _____ dated _____ for (hereinafter called the “Tender”) that they have the required professional skills, personnel, technical & financial resources to provide the required services.

(b) on the basis of the said Tender, after evaluation of Bids, IHMCL has selected & accepted the Bid of the Service Provider and issued Letter of Award (LoA) No. dated _____.2017 for providing the required services, to the selected bidder requiring inter alia, to convey its acceptance to the LOA within 7 days of the date of issue thereof.

(c) the Service Provider has conveyed its acceptance of the LOA to IHMCL including the obligation to enter into this Agreement pursuant to the LOA, with his letter Ref no.....dated.....

Indian Highways Management Co. Ltd.

(d) The Service Provider, in accordance with the terms of the LOA and Article-6 of the RFP, has also submitted the Performance Security in the form of Bank Guarantee equivalent to Rs. _____ in Words (_____) valid for a period of 180 days after the expiry of Agreement Period as per prescribed format.

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

The mutual rights and obligations of the Service Provider and IHMCL shall be as set forth in this Contract, in particular:

The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and IHMCL shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

Appendix A RFP & subsequent amendments & clarifications if any

Appendix B Financial Bid of the Service Provider

Appendix C Letter of Award issued by IHMCL.

Appendix D Letter of Acceptance submitted by the Service Provider

Appendix E Copy of the Performance Security submitted by the Service Provider

Appendix F Technical Bid and/or any subsequent correspondence of the Service Provider/ IHMCL

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

FOR AND ON BEHALF OF (Indian Highways Management Company Ltd) (Authorized Representative) Name : _____ Designation _____ Indian Highways Management Company Ltd 2nd Floor, MTNL Building, Sector – 19, Dwarka, New Delhi – 110075	FOR AND ON BEHALF OF (M/s _____) (Authorized Representative) Name : _____ Designation : _____ M/s _____ Address : _____
--	---

In the presence of following witnesses:	
Name : _____ Designation _____ Indian Highways Management Company Ltd 2nd Floor, MTNL Building, Sector – 19, Dwarka, New Delhi – 110075	Name : _____ Designation : _____ M/s _____ Address : _____
Name : _____ Designation _____ Indian Highways Management Company Ltd 2nd Floor, MTNL Building, Sector – 19, Dwarka, New Delhi – 110075	Name : _____ Designation : _____ M/s _____ Address : _____

1. GENERAL CONDITIONS OF CONTRACT

1.1 Definitions:

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

“Applicable Law” means the laws and any other instruments having the force of law in India.

“Bidder” means Companies bidding in the subject tender with intent to provide services to IHMCL under the contract.

“Contract” means the Agreement entered into between IHMCL and the Service Provider, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein

“Employer” or “IHMCL” means Indian Highways Management Co. Ltd.

“GC” mean these General Conditions of Contract.

“Government” means the Government of India.

“In writing” means communication in written form with proof of receipt.

“Party” means IHMCL or the Service Provider, as the case may be, and “Parties” means both of them.

“Personnel” means persons hired by the Service Provider and assigned to the performance of the Services or any part thereof.

“Resident” means resident of India as defined in the Income Tax Act 1961.

“SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.

“Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Scope of Work at Section-IV of RFP hereto.

“Service Provider” means any private or public entity that will provide the Services to IHMCL under the Contract. The Service Provider is the entity, whose bid to perform the Contract has been accepted by IHMCL and is named as such in the Contract.

Date of Start of Service – as provided in GC 2.3

1.2 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 IHMCL and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. IHMCL has no liability w.r.t. the CCA and other representatives of the Service Provider.

1.3 Law Governing Contract:

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of India.

1.4 Language:

This Contract 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.

1.5 Notices:

- I. Any notice, request or consent required or permitted be given or made pursuant to this Contract shall be in writing/e-mail. 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/e-mail ID specified in the SC.
- II. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 Location:

The Services shall be performed at such locations, as per undertaking given by the Service Provider in their bid.

1.7 Authorized Representatives:

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by IHMCL or the Service Provider may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties:

The Service Provider and their Personnel shall pay all such direct and indirect taxes, duties, fees, and other impositions levied under the Applicable Law of India.

1.9 Corrupt or Fraudulent practice :

I. Definitions

It is IHMCL's policy to require that IHMCL as well as Service Providers observe the highest standard of ethics during the selection and execution of such contracts. IHMCL also requires that the Service Provider does not demand any service charges from the Resident unless the same is agreed with IHMCL in advance. In pursuance of this policy, IHMCL: (a) 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 the execution of a contract to IHMCL; 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 IHMCL 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 IHMCL, 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 agreed to;

II. Measures to be taken by IHMCL

(a) IHMCL 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 IHMCL to remedy the situation;

(b) IHMCL may also sanction against the Service Provider, including 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, an IHMCL financed contract.

III. Commissions and Fees:

IHMCL will require the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

IV. Interpretation:

In this Contract unless a contrary intention is evident:

- (a) the clause headings are for convenient reference only and do not form part of this Contract;
- sub- (b) unless otherwise specified a reference to a clause number is a reference to all of its clauses;
- (c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- (d) a word in the singular includes the plural and a word in the plural includes the singular;
- (e) a word importing a gender includes any other gender;
- (f) a reference to a person includes a partnership and a body corporate;
- (g) a reference to legislation includes legislation repealing, replacing or amending that legislation;
- (h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- (i) in the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date, the Contract comes into effect is defined as the Effective Date.

2.2 Termination of Contract for Failure to Become Effective:

(a) If the selected Service Provider is unable to commence the service within the specified period, as per the scope of work of RFP, IHMCL may declare this Contract null and void and in the event of such a declaration, the Performance Bank Guarantee is liable to be forfeited by IHMCL.

(b) Notwithstanding the duration of contract stated in GC 2.4, IHMCL without prejudice or liability reserves the right to terminate the contract as stipulated in GC 2.9.1. In the event IHMCL terminates the Contract in whole or in part, pursuant to GC Clause 2.9.1, IHMCL may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Service Provider shall be liable to IHMCL for any additional costs for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

2.3 Commencement of Services:

The Service Provider shall begin providing the Services w.e.f. effectiveness of the Contract as defined in SC.

2.4 Expiration of Contract:

Unless terminated earlier pursuant to Clause GC 2.2 hereof, this Contract shall expire at the end of such time period, after the Effective Date, as specified in the SC. The Contract may be extended, subject to satisfactory performance by the Service Provider and continued requirement by IHMCL.

2.5 Entire Agreement:

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations:

any a) Any amendment or modification of the terms and conditions of this Contract, including modification of the scope of the Services or of the Contract Price, shall be valid and binding on the parties only if made in writing and signed on behalf of both the parties by their respective authorized signatories.

(b) IHMCL reserves the right to modify at any time the terms and conditions of the contract, if in the opinion of IHMCL it is necessary or expedient to do so in public interest or in the interest of the security of the State or for the proper conduct of the services. The decision of IHMCL shall be final in this regard.

2.7 Force Majeure

I. Definition:

or the (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by at the instance of the Party claiming to be affected by such events and which has caused non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include;

- any event which is caused by the negligence or intentional action of a Party or agents or employees, nor
- any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

II. No Breach of Contract:

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

III. Measures to be taken

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by IHMCL, shall either:

- Immobilize; or
- Continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension

IHMCL may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension. On occurrence of such situation, IHMCL reserves the right to procure the said services from third parties at the risk and cost of the service provider.

2.9 Termination

I. By IHMCL

IHMCL may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (l) of this Clause GC 2.9.1. In such an occurrence IHMCL shall give a not less than thirty (30) days' written notice of termination to the Service Provider.

if the Service Provider fails to deliver either the whole or part of the 'Service' within the time frame specified in the Contract or any extension thereof granted by the authority

or;

If the Service Provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as IHMCL may have subsequently approved in writing.

- (a) If the Service Provider becomes (or, if the Service Provider consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (b) If the Service Provider, in the judgment of IHMCL has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (c) If, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (d) If the Service Provider submits to IHMCL a false statement which has a material effect on the rights, obligations or interests of IHMCL.
- (e) If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to IHMCL.
- (f) If the Service Provider fails to provide the quality services as envisaged under this Contract. IHMCL may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. IHMCL may decide to give one chance to the Service Provider to improve the quality of the services.
- (g) If the Service Provider has been blacklisted by IHMCL or disqualified for any reason.
- (h) If the Service Provider fails to fulfill its obligations under Clause G.C 3 hereof.
- (i) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (j) In the event of Service Provider found:
- (k) Sub-contracting of work/services
- (l) Provided incorrect information to IHMCL.
- (m) Non co-operative during audits conducted by IHMCL or auditing agencies appointed for the purpose.
- (n) If IHMCL, in its sole discretion and for any reason whatsoever, decides to terminate this Contract for convenience.

II. Disputes about Events of Termination:

If either Party disputes whether an event specified in Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of

termination from the other Party, refer the matter to Clause GC 8 hereof. The resulting arbitral award shall be binding upon the parties.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 Standard of Performance

The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to IHMCL, and shall at all times support and safeguard IHMCL's legitimate interests in any dealings with third Parties.

3.2 Service Providers Not to Benefit from Commissions, Discounts, etc.

The payment of the Service Provider pursuant to Clause GC 6 shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and agents or either of them similarly shall not receive any such additional payment.

3.3 Prohibition of Conflicting Activities:

- I. The Service Provider shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- II. The Service Provider shall keep safe, secure and confidential and protect from unauthorized access, loss or damage all demographic information, and all documents, data and information of any nature provided to the Service Provider for the discharge of services.
- III. The Service Provider shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from IHMCL, other than required for discharge of services.
- IV. The Service Provider shall not give access to the information or data collected and received from IHMCL in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by IHMCL.
- V. The Service Provider shall not, without IHMCL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information

furnished by or on behalf of IHMCL in connection therewith, to any person other than a person employed by the service provider engaged in the performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only so far as may be necessary for purposes of such performance. The Service Provider shall ensure that no information about the software, hardware, database and the policies of IHMCL is taken out in any form including electronic form or otherwise, from any of the work site by the manpower posted by them. The obligations of confidentiality under this section shall survive termination or expiration of this Contract.

- VI. At all times during the performance of the Services, the Service Provider shall abide by all applicable IHMCL's security rules, policies, standards, guidelines and procedures. The Service Provider agrees that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this Contract and such rules, policies, standards, guidelines and procedures of IHMCL, which is followed by IHMCL's employees or agents.

3.4 General Confidentiality:

Except with the prior written consent of IHMCL, the Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from IHMCL in the course of the Services, nor shall the Service Provider and the Personnel make public the information generated in the course of, or as a result of, the Services.

3.5 Insurance to be Taken Out by the Service Provider:

I. The Service Provider:

(a) shall take out and maintain, at their own cost, insurance against the risks, and for the coverage, as shall be specified in the SC; and

(b) at IHMCL's request, shall provide evidence to IHMCL showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.6 Accounting, Inspection and Auditing:

I. The Service Provider (a) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (b) shall periodically permit IHMCL or its designated representative and/or IHMCL, and up to seven years from expiration or termination of this

Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by IHMCL or IHMCL, if so required.

II. IHMCL shall have the right to carry out inspection checks, audits of the Service Provider's premises and/ or locations, facilities, or point of delivery of services performed under this contract.

III. IHMCL shall have the right to carry out scheduled/ unscheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Service Provider.

3.7 Reporting Obligations:

The Service Provider shall submit to IHMCL the reports and documents specified in RFP, in the form, in the numbers and within the time periods set forth in the said Appendix. IHMCL reserves the right to modify the list of reports / their frequencies specified in Schedule III at any point of time without incurring any additional liability.

3.8 Rights of Use:

I. All rights of use of any process, product, service, or data developed, generated, or collected, received from IHMCL or any other task performed by the Service Provider under the execution of the contract, would lie exclusively with IHMCL or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favor of IHMCL or its nominated agencies.

II. The Service Provider shall, not later than upon termination or expiration of this contract, deliver/return all such documents / data / information / software to IHMCL together with a detailed inventory thereof.

3.9 Safety & Security of Data, Premises, Location / site:

I. The Data, information, documents provided by IHMCL to the Service Provider is the property of IHMCL. The Service Provider shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.

II. The Service Provider shall not use the information, the name or the logo of IHMCL and Government of India except for the purposes of providing the services as specified under this contract.

III. The Service Provider shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by IHMCL, without prior written permission from IHMCL.

IV. The Service Provider shall follow the Security Guidelines issued by IHMCL.

V. The Service Provider would be governed by the provisions of the Law of the Land, including but not limited to the IT Act, NHA Act and other relevant Acts.

VI. IHMCL reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements.

VII. The rogue behavior of the employees of Service Provider shall fall under the 'Unlimited liability' to the Service Provider.

3.10 Equipment & Materials Provided by the Service Providers

Equipment or materials brought into India by the Service Provider and the Personnel and used either for the Project or personal use shall remain the property of the Service Provider or the Personnel concerned, as applicable. However, equipment or materials bought/ provided by IHMCL for the use of Service Provider shall remain the sole property of IHMCL and shall be kept in good working condition.

3.11 Intellectual Property Rights (IPR)

The intellectual property rights to all the outputs, deliverables, data, and reports developed during the execution of this Contract shall remain sole property of IHMCL.

3.12 Assignment

The Service Provider shall not assign, in whole or in part, any of their obligations under this Contract.

4. SERVICE PROVIDER'S PERSONNEL

4.1 General:

The Service Provider shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

4.2. Project Manager:

If required by IHMCL, the Service Provider shall ensure that at all times during the Service Provider's performance of the Services, a 'Project Manager', acceptable to IHMCL, shall take charge of the performance of such Services. The Project Manager shall act as a single point of Contact.

5. OBLIGATIONS OF IHMCL

5.1 Assistance and exemptions

Unless otherwise specified in the SC, IHMCL shall use its best efforts to ensure that the Government shall:

- I. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- II. Provide to the Service Provider and Personnel any such other assistance as may be specified in the SC.
- III. IHMCL may exempt the penalties, which are applicable on the basis of SLAs and levied on the service provider's invoices, on the written justifications provided by the service provider.

5.2 Change in the applicable Law Related to Taxes and Duties:

If, after the date of this Contract, there is any change in the Applicable Law of India with respect to taxes and duties, which are directly payable by the Service Provider for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Service Provider in performing the Services. IHMCL will reimburse the Service Tax component only upon proof of such payment by the Service Provider.

5.3 Services, Facilities and Property of IHMCL:

For efficient discharge of services, IHMCL may make available to the Service Provider and its Personnel, the services, facilities and property, as mutually agreed.

5.4 Payment:

In consideration of the Services performed by Service Provider under this Contract, IHMCL shall make to the Service Provider such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. PAYMENTS TO THE SERVICE PROVIDER

6.1 Payment for Services:

I. IHMCL will not make any Advance Payment or provide any financial security against the work order / Contract. The service provider will raise the invoice every quarter after successful commissioning and acceptance of services by IHMCL.

II. The unit for payment shall be per Seat (24x7x365) price quoted by the successful bidder.

III. The 4-digit Universal Access Number "1033" will be toll free for the road users so the called party shall be required to pay for inbound calls also to this number. Payment of the bills of Telecom Service Provider for such inbound calls as per prevailing tariff shall be

responsibility of the service provider as the same is included in the per connect minute charges payable by IHMCL to the service provider.

IV. The amount due for providing the Services shall be payable quarterly in arrears on satisfactory performance and submission of pre-receipted bills in triplicate subject to following conditions:

- a) All payments to the Service Provider shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income Tax Act, 1961.
- b) GST Tax will be reimbursed separately by IHMCL on production of proof of payment for the same by the service provider.

V. The invoice will be paid by IHMCL in arrears wherein 75% of the invoice amount shall be paid within 15-20 working days and the balance 25% after verification of services rendered with respect to Service Level Agreements. Service Tax shall be reimbursed separately on production of proof of payment by the Service Provider.

VI. The amount payable shall be finalized after taking into account the Penalties and Exemptions, if any applicable.

VII. No interest shall be payable for delayed payments in case the Service Provider fails to submit invoices along with requisite documents in time.

6.2 Currency of Payment:

All payments shall be made in Indian Rupees

6.3 Terms of Payment

The payments in respect of the Services shall be made as follows:

I. The Service Provider shall submit the invoice for payment on 'Quarterly' basis' as per the agreed terms.

II. The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.

III. In the event of any wrong payment to Service Provider, the difference shall be adjusted in the subsequent payments.

IV. Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of IHMCL, any work done or supply made or service rendered by Service Provider is deficient in any manner in comparison to the prescribed standards, IHMCL shall be at liberty to withhold a reasonable portion of the payments due to the Service Provider, till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the IHMCL under this contract.

V. All payments under this Contract shall be made to the account of the Service Provider specified in the SC.

VI. In case of early termination of the contract, the payment shall be made to the Service Provider as mentioned here with.

VII. Assessment should be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Service Provider shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the specified rate/s.

VIII. IHMCL will not be responsible for any payments to any of the Call Centre Agents, employees and other agents/ contractors of the service provider apart from the payments expressly stipulated in the contract agreement.

7. GOOD FAITH

7.1 Good Faith:

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract:

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably

settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 ARBITRATION/ RESOLUTION OF DISPUTES

- I. In the event of any dispute or difference arising out of or touching upon any of the terms and conditions of this contract and / or in relation to the implementation or interpretation hereof, the same shall be resolved initially by mutual discussion and conciliation but in the event of failure thereof, the same shall be referred to a sole arbitration of the Chairman of the Indian Highways Management Company Ltd. (IHMCL) or his nominee and the decision of the Arbitrator shall be final and binding upon the parties. The arbitration shall be in Delhi and the Arbitrator shall give his award in accordance with “The Arbitration and Conciliation Act, 1996”.
- II. Both the parties know that sole Arbitrator might have dealt with the contract/agreement in question and is an employee or officer of IHMCL but the same shall also not disqualify him in any manner from acting as a Sole Arbitrator.
- III. In this clause the expression Chairman “, Indian Highways Management Co. Ltd.” shall also include any person who for the time being is the administrative head of Indian Highways Management Co. Ltd. or any person who for the time being is officiating as Chairman, Indian Highways Management Co. Ltd.
- IV. In the event of death of arbitrator or the arbitrator neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the Court for any reason, it shall be lawful for the CEO, Indian Highways Management Co. Ltd. Or his nominee to appoint another arbitrator in place of outgoing arbitrator in the manner aforesaid.
- V. The proceedings of arbitration shall be in English language.

9. LIQUIDATED DAMAGES

- 9.1 If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements within 14 days of being informed by IHMCL, IHMCL shall be free to impose any penalty as deemed fit. In addition, IHMCL shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Service Provider.
- 9.2 The Service Provider is liable to IHMCL for payment of penalty as specified in the SLA
- 9.3 In addition, liability of liquidated damages specified in the SC.
- 9.4 The amount of liquidated damages for services under this Contract shall not exceed the Contract Price.

10. ADHERENCE TO RULES & REGULATIONS

- 10.1 Adherence to Safety Procedures, Rules, Regulations, & Restrictions

- I. The Service Provider shall comply with the provisions of all laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by IHMCL shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws.
- II. Access to the 'sites' and IHMCL's other related locations shall be restricted to only essential personnel belonging to the Service Provider who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by IHMCL. The Service Provider shall maintain a log of all activities carried out by each of its personnel.
- III. The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of NHAI/IHMCL during the execution of the work.
- IV. The Service Provider shall take all measures to ensure compliance with all applicable Law and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof) and all laws related to Labor.
- V. The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- VI. The Service Provider shall at all times indemnify and keep indemnified IHMCL and NHAI for any situation arising out of this clause while providing its services under the Project.

11. LIMITATION OF LIABILITY

11.1 Limitation of Liability

Except in case of gross negligence or willful misconduct:

- I. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to IHMCL; and
- II. The aggregate liability of the Service Provider to IHMCL whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify IHMCL with respect to patent infringement.
- III. IHMCL shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per section 2.2 b of GC of this contract.

- 11.2 On successful completion of this agreement, at the time of finalisation of the next contract, if so decided, the successful bidder/contractor shall have the First Right of Refusal in the next RFP i.e., he will have a prior right to sign the contract at L1 rates, if interested.

12. MISCELLANEOUS PROVISIONS

- (I) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (ii) The Service Provider shall notify IHMCL of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iii) The Service Provider shall at all times indemnify and keep indemnified IHMCL NHAH and MoRTH against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- iv) The Service Provider shall at all times indemnify and keep indemnified IHMCL, NHAH and MoRTH against any claims in respect of damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider
- (v) The Service Provider shall at all times indemnify and keep indemnified IHMCL, NHAH and MoRTH against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation, ESI, EPF or the like .
- (vi) The Service Provider hereby agrees to indemnify and hold harmless the IHMCL, NHAH and MoRTH from and against any and all liability, loss, cost, damages and expenses (including legal, experts and other fee) cause of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomsoever made, sustained, incurred, brought or prosecuted, including third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Service Provider, its Directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of the Service Provider's obligations under, or otherwise in connection with, the Contract. The Service Provider further agrees to indemnify and hold harmless IHMCL for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Ministry, claimed or resulting from such claims.
- (vii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (viii) All materials provided to IHMCL by bidder are subject to Indian and New Delhi public disclosure laws such as RTI etc.
- (ix) The Service Provider shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from IHMCL.

13 SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SC) shall supplement the General Conditions of Contract (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.5	<p>The addresses for service of Notice shall be: IHMCL: Manager Projects, Indian Highways Management Co. Ltd., 2nd Floor, MTNL Building, Sector 19, Dwarka, New Delhi-110075 E-mail: info@ihmcl.com</p> <p>Service Provider: Attention: _____ <Address> Facsimile: _____ E-mail: _____</p> <p>The mode of service of any notice shall be either courier or registered post or e-mail or fax or by hand.</p>
1.6	The Services shall be carried out at the site/s as agreed to by the IHMCL.
1.7	<p>The Authorized Representatives are:</p> <p>For IHMCL: Manager Projects, IHMCL</p>

	For the Service Provider:
2.1	Effective date of contract: 30th day after signing of the contract agreement.
2.3	The date for the commencement of Services: From effective date of contract ,The Service Provider is expected to commission the services within this period after mobilization of resources and customization etc.
2.4	The duration of contract (the “Contract Period”) will be of 1 (One) year. The Employer however reserves the right to terminate the contract before expiration of the period of One year, in terms of the provisions of the contract.The employer alsoreserves the right to extend the Contract on mutually agreed terms beyond the initial Contract Period subject to satisfactory performance of the Service Provider and continued requirement of the Employer.
3.5	The risks and the coverage shall be as follows: (a) Third Party liability insurance, with a minimum coverage of the value of the contract (b) Professional liability insurance, with a minimum coverage of the value of the contract (c) Service Provider’s liability and worker’s compensation insurance in respect of the Personnel of the Service Provider and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (d) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider’s property used in the performance of the Services, and (iii) any outputs prepared by the Service Provider in the performance of the Services.
6.2	The amount is in Indian Rupees (INR)
6.3	1) All eligible payments shall be made by IHMCL in favor of the Service Provider 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. 3) All payments under this Contract shall be made to the account of the Service Provider with (Bank & A/c No.):
8.2 (a)	The Authority shall vest in CMD, IHMCL.

8.2 (b)	The Arbitration proceedings shall take place in Delhi/New Delhi.
9.3	If the Service Provider is not able to start the services from the effective date of contract, IHMCL may consider imposition of Liquidated Damages @ Rs 4 (FOUR) lakh per week of delay or part thereof subject to a maximum of 5% of the contract price. In case of a delay of more than six weeks, IHMCL may consider termination of contract and/or forfeit the performance security or both.

ANNEXURE – 5

BRIEF DESCRIPTION OF INDICATIVE TECHNOLOGY REQUIRED

- 1. Computer Aided Dispatch (CAD) System**

The Platform should be enabled with control room operations through an integrated Computer Aided Dispatch system. The various operators - Call Taker, Dispatcher and Supervisor should be supported with CAD access. The Software should be customizable to implement various Standard Operating Procedures of the Control Room Operations. The Platform should be integrated with GIS System and GIS System should support use of Web Map Services like Google or custom built maps.
- 2. Automated Vehicle Location System (AVLS)**

An integrated Fleet Management System for tracking of GPS Based Mobile resources like Ambulance, tow way crane, highway patrol vehicle etc.

The Platform will collect the location information sent over GPRS by the Mobile Data Terminal Or Mobile App to ground resource like Ambulance, Tow Way Crane, Highway Patrol etc.. The location information received will be processed by the Application Platform logged onto a database. This database will be used by the plotting software for plotting the position and En route status of the vehicle.
- 3. IPPBX Server and Gateway**

IPPBX (Hardware & Software) shall be provided in high availability configuration. It Should be compatible with all telecom interfaces or Telecom Service providers. It should be compatible with ISDN PRI, Analog trunks, H.323 trunk, SIP trunk. It should also provide facility to integrate with GSM, Radio devices. It should be wit Conference bridge that can manage multiple calls (min 5) simultaneous participants. The system must support log services for both Internal and External commands and configuration history for at least a 30 days. It should be supportive for integrated ACD Call Centre with CTI and advance call routing. The system shall have inbuilt web-based software for administration and maintenance of the system. It shall provide the features like reports about station alarms, trunk analysis, processor occupancy, system capacity etc. The Software shall provide real-time information or alerts and reports regarding health status e.g. up or down status, performance & resource utilization statistics etc. of the system and its components. It should be able to provide real time auto generated report about system occupancy.
- 4. Automatic Call Distributor (ACD)**

The ACD system should support skill base routing, multiple group support, priority handling and Queue status indicator. It is desirable that calls to certain trunk groups or to certain dialed numbers be assigned a higher priority than other calls and that calls which overflow from another split be queued ahead of other calls. Automatic call distributor device should support load balancing of all calls. ACD must support call back to callers whose calls got abandoned. Automatic call distributor device should allow changing or adding or removing Officer skill dynamically while Officers are on calls. Call should be routed to IP Phone and call related signal should be exchanged with the PC

attached to the respective Officer. Automatic call distributor device should be able to collect request information, such as a zip code or account code, before the call is sent to an Officer and then route the call based upon that information. The system must have the ability to prompt a caller for information in terms of digit.

5. Multimedia System (Email, Chat, SMS)

The system should allow non-voice communication channel like email, web chat and SMS to be routed to Non-voice officer based on skill set and officer availability. System should give queuing priority to emails received from users. System should be capable to distribute mails based on keywords in the subject or the body of the emails. Different rules can be used to route the mail to the right Officer or queue. The Web chat solution is required for users that prefer web chat as a medium to communicate with the officer

6. IP PHONES With Headset

The IP Phone should be provided with all desktops and it shall have an interactive and user-friendly alphanumeric display to make use of the key phone very simple. The IP Phone shall provide at least 6 programmable keys along with fixed feature buttons for Hold, Redial, Volume Up and Down, Mute, Hands free, Directory, Voice Message. There shall be possible to configure officer Login, Logout etc. The IP Phones shall support connection of Headset. Desk or wall mountable with optional wall mount adapter. The IP Phone shall have LED or LCD Indicator for Call Waiting and Message Waiting. The IP Phone shall have high resolution graphical grayscale LCD display. The IP Phone shall support Voice Activity Detection, Silence Suppression and Echo Cancellation.

7. Location Detection System Interface

The Platform will be integrated for automatically locating the caller's location on the map.

8. Product OEM Basic Requirement

The OEM of the offered solution should be present in India for at least for the last 4 years, have a R&D Lab and a Technical Support Center in India.

ANNEXURE-6
Minimum Qualification Required For Manpower

1. CCA/Level -1 Call Taker

All CCA should fulfill below eligibility criteria:

- i. Qualification – Graduation (Any stream)
- ii. Minimum Age – 22 Years
- iii. Training & Certification After hiring – Process Training + First Aid Training (15 Days) + 3 Days budding period.
- iv. **Experience** - Candidate with prior experience should be preferred. It's an emergency helpline centre hence first aid medical training should be provided to all CCA and team leaders. First aid Training should be conducted by a registered medical institution who have valid government approval or license to provide such medical trainings. Process training by professional & certified trainer with relevant prior experience.
- v. The Call Center Agents (CCA's) shall have proficiency in dialects and communication skills so that they are able to communicate with and understand the caller.
- vi. Fluency in regional language for which specific region he/she is hired.
- vii. Candidate should be capable to handle Non-Emergency calls by providing necessary resolution.

2. Level -2 Team/Dispatcher

All Level-2 team members/Dispatcher should fulfill below eligibility criteria:

- i. Qualification – Graduation (Any stream)
- ii. Minimum Age – 22 Years
- iii. Training & Certification After hiring– Process Training + First Aid Training (15 Days) + 3 Days budding period.
- iv. **Experience** - Minimum 2 Years of work experience as team leader in any BPO, or similar work in other sector. It's an emergency helpline centre hence first aid medical training should be provided to all CCA and team leaders. First aid Training should be conducted by a registered medical institution who have valid government approval or license to provide such medical trainings. Process training by professional & certified trainer with relevant prior experience.
- v. Fluency in regional language for which specific region he/she is hired.
- vi. Candidate should be capable to handle Non-Emergency calls by providing necessary resolution.

3. Team Leaders/Supervisor

- i. Qualification – Graduation (Any stream)
- ii. Minimum Age – 22 Years
- iii. Training & Certification After hiring – Process Training + First Aid Training (15 Days) + 3 Days budding period.
- iv. **Experience** - Minimum 2 Years of work experience as team leader in any BPO, or

similar work in other sector. It's an emergency helpline centre hence first aid medical training should be provided to all CCA and team leaders. First aid Training should be conducted by a registered medical institution who have valid government approval or license to provide such medical trainings. Process training by professional & certified trainer with relevant prior experience.

- v. Fluency in regional language for which specific region he/she is hired.
- vi. Candidate should be capable to handle Non-Emergency calls by providing necessary resolution.

4. Assistant Managers

- i. Qualification – Graduation (Any stream)
- ii. Minimum Age – 25 Years
- iii. Training & Certification After hiring– Process Training + First Aid Training (15 Days) + 3 Days budding period.
- iv. **Experience** - Minimum 4 Years of work experience as team leader in any BPO, or similar work in other sector. It's an emergency helpline centre hence first aid medical training should be provided to all CCA and team leaders. First aid Training should be conducted by a registered medical institution who have valid government approval or license to provide such medical trainings. Process training by professional & certified trainer with relevant prior experience.
- v. Candidate should be capable to handle Non-Emergency calls by providing necessary resolution.

5. Manager Operation

- i. Qualification – MBA
- ii. Minimum Age – 28 Years
- iii. Training & Certification After hiring – Process Training + First Aid Training (15 Days) + 3 Days budding period.
- iv. **Experience** - Minimum 7 Years of work experience as team leader in any BPO, or similar work in other sector. It's an emergency helpline centre hence first aid medical training should be provided to all CCA and team leaders. First aid Training should be conducted by a registered medical institution who have valid government approval or license to provide such medical trainings. Process training by professional & certified trainer with relevant prior experience.

IHMCL and / or its appointed Consultant shall have the right to evaluate at any stage the Call Centre manpower appointed by the Service provider as per industry standards. If the Call Center manpower is/are not found suitable as per industry standard, the Service Provider shall replace the manpower within one week without any further reference to IHMCL.

*****END*****