



INDIAN HIGHWAY MANAGEMENT COMPANY LIMITED

REQUEST FOR PROPOSAL (RFP)
FOR
PROVIDING VIDEO STORAGE SOLUTION
WITHIN IHMCL PREMISES ON SERVICE MODEL



Quotation No.: IHMCL/Traffic Survey/Video Storage/2017-01

Indian Highways Management Company Limited (IHMCL)
Sector-19, Dwarka, New Delhi-110075

8-Jan-18

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This 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 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 document. This document includes statements, which reflect various assumptions and assessments arrived at by IHMCL in relation to the Project. Such assumptions, assessments, and statements do not purport to contain all the information that each Bidder may require. This 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 document. The assumptions, assessments, statements and information contained in this document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, statements, and information contained in this document and obtains independent advice from appropriate sources.

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The issue of this 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 remain with 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.

DOCUMENT COMPOSITION

This document comprises of the following parts:

- PART - I : Letter of Invitation
- PART - II : Schedule of the Tender
- PART - III : Instructions to Bidders
- PART - IV : Scope of Work
- PART - V : Termination
- PART - VI : Annexure

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PART – I: LETTER OF INVITATION

1. INTRODUCTION

NHAI mandated IHMCL to conduct Traffic Survey using Portable ATCC (Automatic Traffic Counter & Classifier System) on National Highways across India. Over 4700 locations were identified for conducting traffic surveys using portable ATCC systems. As a part of scope of work, survey agencies conduct traffic survey for a continuous period of 07 days and capture count of vehicle through portable ATCC machines and videography for the mentioned period. After completion of each survey, agencies need to submit the video(s) to IHMCL at designated Control Centre within IHMCL's premises in Delhi. These videos are used for verification of the ATCC data received from the survey agencies and then archived for definite period as mandated by NHAI.

1.1 OBJECTIVE

IHMCL intends to engage agencies/service providers, with prior experience in providing data (especially videos) storage solutions, to provide storage solutions on a service model within IHMCL premises for data (primarily videos) of around 2200 TB (total).

1.2 GENERAL INFORMATION

a) The RFP includes the following documents:

PART I	:	Letter of Invitation
PART II	:	Schedule of the Tender
PART III	:	Instructions to Bidders
PART IV	:	Scope of Work
PART V	:	Termination
PART VI	:	Annexure

b) All clarifications/ corrigenda will be published only on the website of IHMCL. The official website for accessing all information related to this RFP is: www.ihmcl.com/tender.

c) The proposals/bids must be hard bound ('hard bound' implies such binding between two stiff covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing/damaging the document) and sent through sealed envelope only. All proposals/bids received without hard bound and/or not sent through sealed envelope will be summarily rejected. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected

d) The eligibility criteria of the agency/service provider are elaborated in subsequent pages.

e) Successful bidder shall be responsible for providing data storage solution within IHMCL premises on a service model. The engagement shall initially be for a period of 2 years 6 months from the date of Letter of Agreement (LOA), which may be further extended by upto

another 6 months subject to functional requirements of IHMCL and satisfactory services. The minimum service level expectations are elaborated in subsequent pages.

f) Basic details pertaining to the tender are provided in the table below:

Tender No.	IHMCL/Traffic Survey/Video Storage/2017-01
Name of the Assignment	Video Storage Solution within IHMCL premises on service model
Document Fee	INR 5,000/- (INR Five Thousands) Non-refundable
Bid Security Fee	INR 5,00,000/- (INR Five Lakh)
Performance Bank Guarantee	INR 25,00,000/- (INR Twenty Five Lakh) Additional PBG of INR 25,00,000/- (INR Twenty Five Lakh) to be submitted by successful bidder if the variation between Lowest/Successful Bid (L1) and next lowest bid (L2) is more than 25%
Web-link to the tender	www.ihmcl.com/tender
Mailing Address	Indian Highways Management Company Limited, 2 nd Floor, MTNL Building, Sector-19, Dwarka, Delhi-110075 E-mail ID: info@ihmcl.com

(This section is intentionally left blank)

PART – II: SCHEDULE OF THE TENDER

1	Date of issue of RFP	08.01.2018
2	Last date for receiving queries/requests for clarifications.	15.01.2018
3	Date, time and venue for pre-bid meeting	16.01.2018, 11:00 AM at IHMCL Office, 2 nd Floor, MTNL Building, Sector-19, Dwarka.
4	Last/Due date for receipt of proposals and related fees by IHMCL.	Till 03:00 PM, 30.01.2018 <i>(Any proposal received after this timeline will automatically be disqualified)</i>
5	Date & Time of opening of pre-qualification and technical proposal	04:00 PM, 30.01.2018
6	Schedule for Technical Capability Evaluation (Refer Part-III Section 3.12 below for details)	Will be notified by IHMCL to pre-qualified bidders
7	Declaration of technically qualified bidders	Will be notified by IHMCL
8	Date & Time of opening of financial proposal	Will be notified by IHMCL to technically qualified Bidders.

(This section is intentionally left blank)

PART – III: INSTRUCTIONS TO BIDDERS

3. BID CONDITIONS

3.1 INFORMATION

The Bidders are invited to submit Pre-qualification, Technical, and Financial Proposals (collectively called as “The Proposal”), as specified in this RFP, for providing “Video Storage Solution within IHMCL premises on service model”. Details on the format(s) of submission and list of necessary supporting documents are provided in following sections. The term “Bidder” refers to a single entity or group of entities coming together in form of consortium to participate in this bidding. The Proposal will form the basis for contract signing with the selected supplier.

Website for accessing RFP is www.ihmcl.com/tender. The Bidders shall submit the proposals at IHMCL Office (2nd Floor, MTNL Building, Sector-19, Dwarka, New Delhi – 110075). The tender process timelines are mentioned in the section – “Part – II: Schedule of the Tender” above.

3.2 BIDDING FEES

a. Document Fee: The document fee shall be submitted, as a part of the proposal, in the form of Bank Draft of INR 5,000/- (INR Five Thousand only) from a scheduled Indian Bank approved by RBI drawn in favour of “Indian Highways Management Company Limited” payable at New Delhi, India, as a non-refundable processing fee. Proposals not containing the document fees will be rejected.

b. Bid Security/Earnest Money Deposit (EMD): The bid security/Earnest Money Deposit (EMD) for a sum of INR 5,00,000/- (INR Five Lakh) shall be submitted, as a part of the proposal, in the form of a Demand Draft/Bank Guarantee, from a scheduled Indian Bank approved by RBI drawn in favour of “Indian Highways Management Company Limited”, valid up to 180 (one hundred and eighty) days from the date of receipt of proposal, payable at New Delhi. Proposals not containing the earnest money deposit will be rejected.

IHMCL will not be liable to pay any interest on bid security deposits. Bid security of technically qualified but unsuccessful Bidders shall be returned, without any interest, within two months after acceptance of LOA by selected Bidder or when the selection process is cancelled by the IHMCL. The Successful Bidder’s Bid Security shall be returned, without any interest, post the Successful Bidder signing the contract and furnishing the Performance Security in accordance with provisions of the RFP and contract.

IHMCL will be entitled to forfeiture and appropriation of the bid security as mutually agreed loss and damage payable to IHMCL in regard to the RFP without prejudice to the IHMCL’s any other right or remedy under the following conditions:

- (i) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of Contract);

- (ii) If any Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time,
- (iii) In the case of the Successful Bidder, if the Successful Bidder fails to sign the contract or provide the Performance Security within the specified time limit, or
- (iv) If the Bidder commits any breach of terms of this RFP or is found to have made a false representation to IHMCL.

3.3 GENERAL

IHMCL defines, for the purposes of this provision, the terms set forth below:

- a. IHMCL reserves the right to make inquiries with any of the Clients listed by the Bidders in their previous experience record. If it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process, IHMCL will, without prejudice to its any other rights or remedies, consider forfeiture and appropriation of the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to IHMCL for, inter alia, time, cost and effort of IHMCL, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- b. IHMCL will reject a proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent activities in competing for the contract in question.
- c. IHMCL will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the contract.
- d. For the purposes of this RFP, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of IHMCL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of IHMCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of IHMCL in relation to any matter concerning the Project;
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to IHMCL, and includes collusive practices among suppliers (prior to or after submission

of proposals) detailed designed to establish prices at artificial, non-competitive levels and to deprive the IHMCL of the benefits of free and open competition.

- (iii) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - (iv) "Undesirable practice" means 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 Selection Process; or having a Conflict of Interest;
 - (v) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.
- e. Confidentiality: Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.
- f. Right to reject any or all Proposals:
- (i) Notwithstanding anything contained in this RFP, IHMCL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
 - (ii) Without prejudice to the generality of above, IHMCL reserves the right to reject any Proposal if:
 - at any time, a material misrepresentation is made or discovered, or
 - The Bidder does not provide, within the time specified by IHMCL, the supplemental information sought by IHMCL for evaluation of the Proposal.
 - (iii) Such misrepresentation/improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Proposals have been opened and highest ranking Bidder gets disqualified/rejected, then IHMCL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of IHMCL, including annulment of the Selection Process.
- g. The Bidder is required to follow the highest level of work ethics, if any member of the Bidder's organization has a Conflict of Interest or indulge in "Prohibited Practices"; the proposal is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Proposal submission Date, it would not be eligible to submit a Proposal.

- h. Bidders shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by IHMCL or any other costs incurred in connection with or relating to its Proposal. The IHMCL is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability.
- i. After submission of the proposals by the Bidder, to the satisfaction of IHMCL, if clarifications are required or doubt arises as to the interpretation of anything included in the submitted documents, the bidder shall, on receipt of written request from IHMCL, furnish such clarification to the satisfaction of IHMCL within five (05) working days without any extra charge.
- j. The Successful Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of IHMCL and the Project.
- k. Acknowledgement by Bidder:
 - (i) It shall be deemed that by submitting the Proposal, the Bidder has:
 - made a complete and careful examination of the RFP;
 - accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of IHMCL;
 - satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - acknowledged that it does not have a Conflict of Interest; and
 - agreed to be bound by the undertaking provided by it under and in term hereof.
 - (ii) IHMCL and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by IHMCL and/ or its advisors.

3.4 PRE-BID MEETING

- a. Pre-Bid Meeting of the Bidders will be convened at the designated date, time and place. A maximum of two representatives of each Bidder will be allowed to participate on production of an authorization letter from the Bidder.
- b. The Bidders who are interested in attaining the pre-bid meeting should confirm IHMCL about the participation one day prior to the schedule. The confirmation can be sent to info@ihmcl.com.

- c. During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of IHMCL. IHMCL will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

3.5 PREPARATION OF PROPOSAL

- a. Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. IHMCL will evaluate only those Proposals that are received in the specified forms and complete in all respects.
- b. In preparing their Proposal, Bidders are expected to thoroughly examine the RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- c. Client certifications or Purchase orders for the projects listed under the experience section: The certifications and/or PO must confirm the project attributes (size, fee, duration etc.) and the scope of work of the projects. The self-certification of the Bidder is also permitted accompanied by certified copy of work order/document certifying release of performance bank guarantee/ certified copy of payment received or any other document certifying the completion/part completion of the project as the case may be.
- d. The Bidder is not permitted to submit the proposal using the experience/ strength of any of his associate partner(s).
- e. The pre-qualification and technical proposal must not include any information on the financial bid.
- f. Failure to comply with the requirements spelt out in this RFP shall lead to the disqualification of the bidder.
- g. Proposals shall be typed or written in indelible ink and signed by the Authorised Representative of the Bidder who shall initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative as detailed below:
 - (i) by the proprietor in case of a proprietary firm;
 - (ii) by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - (iii) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;

- h. Bidders should note the Proposal Due Date, as specified in the section – “Part II: Schedule of the Tender”, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by IHMCL, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in the section – “Part II: Schedule of the Tender”. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, IHMCL reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.
- i. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but not limited to applicable taxes, duties, levies, permit, fees, entry fees, manpower, transportation charges, equipment insurance fees, custom duty, handling charges etc., except the Goods and Services Tax (GST) which shall be paid as per applicable rates. While submitting the Financial Proposal, the Bidder shall ensure the following:
- (i) All the costs associated with the Assignment shall be included in the Financial Proposal.
 - (ii) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - (iii) The proposal should be submitted as per the standard Financial Proposal submission forms prescribed in this RFP.
 - (iv) Bidders shall express the price in Indian Rupees.
 - (v) Bidders must do their due diligence about the tax implications and IHMCL will not be liable for any incident.
- j. The Proposals must remain valid for a period of 180 days from date of submission of proposal. During this period, the selected supplier is expected to keep available the professional staff proposed for the assignment. If IHMCL wishes to extend the validity period of the proposals, it may ask the selected supplier to extend the validity of their proposals for a stated period. The supplier will be required to extend the service period without any additional financial implication to IHMCL.

3.6 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- a. The Proposal shall be prepared in indelible ink with clear readable scanned copies. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the person or persons who sign(s) the Proposal.
- b. An Authorized Representative of the Bidder should initial all pages of the Pre- Qualification, Technical and Financial Proposals. The Authorized Representative’s authorization should be confirmed by a written power of attorney by the competent authority accompanying the Proposal.

- c. The Pre-Qualification proposal along with the processing fee and bid security shall be submitted at IHMCL office in a sealed envelope titled “Request for Qualification”.
 Technical Proposal shall be submitted at IHMCL office in a separate sealed envelope titled “Technical Proposal for Video Storage Solution within IHMCL premises on service model”.
 The Financial Proposal shall be submitted at IHMCL office in a separate sealed envelope titled “Financial Proposal for Video Storage Solution within IHMCL premises on service model”.
- d. Proposal submissions:

Particulars	Contents	Supporting Documents	Relevant Annexure/Details
Pre-qualification Proposal (Request for Qualification)	<ul style="list-style-type: none"> - Pre-qualification Proposal - Processing Fees - Bid Security 	<ul style="list-style-type: none"> - Bid Covering Letter - Company Incorporation certificate, - Proof of registered office in India, - GST registration certificate, - Audited balance sheets for last three FYs, - Purchase orders as proof of project and experience in providing storage solutions, - Manufacturers Authorization Form, - Support agreement with OEM, - Proof of “power of authority” of the authorized signatory. - Document Fee - Bid Security/EMD 	<ul style="list-style-type: none"> - Annexure C - Annexure D - Annexure E - Annexure F - Annexure G - Annexure H
Technical Proposal	Technical Proposal	<ul style="list-style-type: none"> - Any supporting document which can add more clarity and weightage 	Technical proposal shall include <ul style="list-style-type: none"> - Presentation (to be submitted in pdf format) on specification conformance, proposed video storage solution architecture, proposed equipment installation timeline - Annexure A
Financial Proposal	Financial Proposal	Should not contain any supporting document	Annexure B

e. Submission address:

*Chief Operating Officer,
Indian Highways Management Company Limited.
2nd Floor, MTNL Building, Sector-19, Dwarka,
New Delhi – 110075
Phone: 011–20427810
Email: info@ihmcl.com*

f. No proposal shall be accepted after the due date and time for submission of Proposals as specified in “Part – II: Schedule of the Tender”.

g. After the Proposal submission until the contract is awarded, if any Bidder wishes to contact IHMCL on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the firm to influence IHMCL during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the Bidder’s proposal.

3.7 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

a. Bidders may seek clarification on this RFP document no later than the date specified in the Schedule of the Tender. IHMCL reserves the right to not entertain any queries post that date. The Bidders are requested to submit the queries in electronic format (both PDF and MS Word file). Any request for clarification must be sent by standard electronic format (both PDF and MS Word file) to the IHMCL’s office addressed to:

*Chief Operating Officer,
Indian Highways Management Company Limited.
2nd Floor, MTNL Building, Sector-19, Dwarka,
New Delhi – 110075
Phone: 011- 20427810
Email: info@ihmcl.com*

b. The format for sending the queries is as mentioned below:

SI No	RFP reference	Query related to	Explanation of the Query	Suggestion (If any)
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c. IHMCL will endeavour to respond to the queries not later than the date mentioned in this RFP. IHMCL will post the reply to all such queries on websites mentioned in RFP.

d. At any time before the submission of Proposals, IHMCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted only on the Official Website: www.ihmcl.com/tender. In order to provide the Bidders reasonable time for

taking an amendment into account, or for any other reason, IHMCL may at its sole discretion extend the proposal submission date.

- e. The bidder's confirmation on participating in the pre-bid meeting must be sent to info@ihmcl.com by 15.01.2018

3.8 ELIGIBILITY OF BIDDER

- a. The *bidder* shall be one of the following:
 - (i) A company registered in India and incorporated under the Companies Act 1956/2013
 - (ii) A company of foreign origin but with an office registered in India
 - (iii) A Joint Venture/ Consortium between companies registered or having an office registered in India. The maximum number of consortium members shall be two.
- b. Bidder should have at least 2 years of experience in providing data storage solutions (including video storage) as a service.

Complete details of relevant work experience along with copy of documentary proof shall be submitted as part of the pre-qualification proposal specified in **section 3.6** above, as per the format prescribed below:

Sl. No.	Name of Work	Client	Scope of Work	Value of Project (in INR)	Period of Work (Start Date and Completion Date*)	Proof of Experience	
						Document type (e.g. contract / work order, completion certificate, and/or client's testimonials, etc.)	Placed at

Note:

**In case of currently running projects, the proposed/scheduled completion date to be mentioned.
 - In case of Joint Venture/Consortium, only the relevant experience of the companies in the consortium will be taken into consideration for eligibility.*

- c. A Bidder shall not have a conflict of interest that may affect the Selection Process (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Bidder will be rejected and 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 Proposal, without prejudice to any other right or remedy that may be available to IHMCL hereunder or otherwise.

- d. Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (i) the Bidder, and any other Bidder, have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, is less than 5 percent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 2(72) of the Companies Act, 2013. For the purposes of this clause, indirect shareholding held through one or more intermediate persons shall be computed as follows: where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under if the shareholding of such person in the intermediary is less than 26 percent of the subscribed and paid up equity shareholding of such intermediary; or
 - (ii) a constituent of such Bidder is also a constituent of another Bidder; or
 - (iii) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
 - (iv) such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
 - (v) For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50 percent of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.
- e. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- f. A Bidder declared ineligible by NHAI or Ministry of Road Transport & Highways, Government of India or any other State or Central government agency or Public Sector Undertakings for indulging in corrupt or fraudulent practices shall be ineligible to Bid in this tender.

- g. A Bidder debarred or declared non-performing by NHA shall also not be eligible to Bid during the period so determined.
- h. An Bidder or its Associate should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

3.9 SELECTION PROCESS

IHMCL has adopted a two stage selection process (collectively the "Selection Process") for evaluating the Proposals. The evaluation stages are:

Stage-1: Pre- Qualification & Technical Evaluation

Stage 2: Financial Evaluation

Stage-1: The proposals for pre-qualification and technical evaluation of the prospective agencies will be opened together and evaluated for responsiveness of the submission. Pre-qualification evaluation will be carried out, for bidders whose submissions are responsive, as specified in this RFP in section 3.11 below. Technical evaluation of the pre-qualified bidders will be carried out as specified in section 3.12 below, to ascertain the proficiency in providing the services within the scope of the RFP. Based on technical evaluation, a list of technically qualified Bidders shall be prepared.

Stage-2: The financial proposals of only Bidders who have qualified stage-1 of evaluation will be opened. The Proposals will finally be evaluated based on their financial bids. The bidder with the lowest financial bid (i.e. L1) shall be awarded the contract.

Note:

- a. No Bidder shall submit more than one Bid. In case of multiple submissions from same Bidder, IHMCL reserves the right to either choose only the last submission as valid or consider disqualification of the bidder. If the same agency is involved in multiple bids through independent Joint Venture(s) with different agencies, IHMCL reserves the right to consider disqualification of all such bids.
- b. The Bidder should have the original Manufacturer's Authorization Form (MAF) from the Original Equipment Manufacturer (OEM) of the proposed equipment. The OEM of the proposed equipment can also directly participate as a Bidder and submit the proposal. However, this will not restrict the manufacturer's authorized suppliers whom the MAF has been issued to participate as a competitor entity for this tender.

3.10 PROPOSAL EVALUATION

- a. The proposals for pre-qualification and technical evaluation will be opened together and shall be checked for responsiveness in accordance with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- b. The Technical Proposal shall be evaluated, for pre-qualified Bidders, to ascertain whether the Bidder is able to meet the prescribed Minimum Qualification Criteria (refer Section 3.12 below).
- c. Prior to evaluation of Proposals, IHMCL will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage as indicated below. IHMCL may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive only if:
 - (i) Pre-qualification Stage:
 - the pre-qualification proposal is received with the forms specified in this RFP;
 - it is received by the Proposal Due Date including any extension thereof in terms hereof;
 - it is accompanied by the Processing Fee and Bid Security as specified in this RFP;
 - it does not contain any condition or qualification; and
 - It is not non-responsive in terms hereof.
 - (ii) Technical Evaluation Stage:
 - the Technical Proposal is received along with the relevant forms and documents as provided in this RFP;
 - it is received by the Proposal Due Date including any extension thereof in terms hereof;
 - the Bidder is present in person with proposed solution for evaluation of minimum qualification criteria as per the schedule communicated by IHMCL;
 - it does not contain any condition or qualification; and
 - it is not non-responsive in terms hereof
 - (iii) Financial Evaluation Stage:
 - the Financial Proposal is received in the forms specified in this RFP
 - it is received by the Proposal Due Date including any extension thereof in terms hereof;
 - it does not contain any condition or qualification; and
 - It is not non-responsive in terms hereof.
- d. In case any relevant information required as per **Annexures** mentioned in this RFP is found missing or incomplete in any respect, the Proposal shall be considered as non-responsive.
- e. IHMCL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by IHMCL in respect of such Proposals. However, IHMCL reserves the right to seek clarifications or additional

information from the Bidder during the evaluation process. IHMCL will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out below.

3.11 PRE-QUALIFICATION CRITERIA

- a. The evaluation committee appointed by IHMCL will carry out the evaluation for pre-qualification of proposals based on the documents submitted, as mentioned in **Section 3.6** above.
- b. A proposal will be considered unsuitable and will be rejected at this stage if it does not respond to important aspects of RFP document.
- c. IHMCL will invite the pre-qualified Bidders for the Technical Evaluation of the proposed Storage Solution.
- d. IHMCL will notify Bidders who fail to qualify the pre-qualification stage about the same and return their Financial Proposals unopened after completing the selection process.

3.12 TECHNICAL EVALUATION

- a. The evaluation committee appointed by IHMCL will carry out the technical evaluation of Proposals for pre-qualified bidders based on the documents submitted, as mentioned in **Section 3.6 above.**
- b. The technical proposal should contain a technical presentation in PDF format, which can justify the Bidder's proposal on following aspects:
 - (i) technical, operational and environmental compatibility of the proposed Storage Solution (specification conformance),
 - (ii) proposed video storage solution architecture,
 - (iii) proposed equipment installation timeline
 - (iv) Annexure A
 - (v) any other relevant certification/documentation to support the workability of their proposed Video storage solution
- c. Technical Capability Evaluation (Minimum Qualification Criteria)

IHMCL shall invite the Bidders with responsive technical proposals for the "Technical Capability Evaluation" of their proposed Storage Solution. This shall be conducted in the presence of the Bidder(s) and representatives/evaluation committee appointed by IHMCL at the location provided by the Bidder. The schedule for the same shall be communicated to the respective Bidders through e-mail. Bidder(s) will be automatically disqualified in case of failure to be present in-person for the Technical Capability Evaluation of proposed Video storage solution.

The **minimum performance level** required within the scope of this document shall be simultaneous upload of 4 files of size 150-200 GB each by 4 independent agencies (i.e. total 16

files of size 150-200 GB each) within 8 hours duration. This shall, therefore, form the primary evaluation criterion for Technical Evaluation stage.

The prospective agencies will be required to demonstrate the minimum performance level by archiving files provided by IHMCL and provide system-generated proof of upload/archiving of the files with basic details (including Filename, file type, upload start time, upload end time and file size).

Bidders who demonstrate the minimum performance level requirement successfully will be considered for subsequent stages of tender evaluation.

- d. IHMCL will notify Bidders who fail to qualify the technical evaluation stage about the same and return their Financial Proposals unopened after completing the selection process.

3.13 FINANCIAL EVALUATION

- a. The evaluation committee appointed by IHMCL will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.
- b. The Financial Proposal will be opened in the presence of technically qualified Bidders' representatives who choose to attend.
- c. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only.
- d. The financial bid must be quoted in figures and in words as per format prescribed in Annexure B. In case of any difference in figures and words, the amount mentioned in words will prevail.
- e. The "Technically Qualified" Bidder who fulfils the minimum qualification criteria and who has submitted the lowest financial proposal (L1) will be considered to be the successful Bidder and will be invited for contract signing (the "Successful Bidder").

3.14 AWARD OF CONTRACT

- a. After selection, a Letter of Award (the "LOA") will be issued by IHMCL to the Successful Bidder and the Successful Bidder shall, within 7 (Seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the IHMCL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by IHMCL on account of failure of the Successful Bidder to acknowledge the LOA, and the secondlowest cost (i.e. L2) Bidder may be considered.

- b. Performance Security: Performance Security of INR 25,00,000/- (Rupees Twenty Five Lakh) shall be furnished from a Nationalized/ Scheduled Bank, before signing of the contract, in form of a Bank Guarantee substantially in the form specified at **Annexure H** of the RFP. For the successful bidder the Performance Security will be retained by IHMCL until the completion of the assignment by the supplier and be released 180 (One hundred eighty) days after the completion of the assignment.
- c. Execution of contract: After acknowledgement of the LOA and furnishing of Performance Security as aforesaid by the Successful Bidder, it shall execute the Agreement within 30 (Thirty) days from the date of issue of LOA. The Successful Bidder shall not be entitled to seek any deviation in the Agreement.
- d. Commencement of Services: The Successful Bidder is expected to commence the Services as per key activity timelines prescribed in **section 3.15**. If the Successful Bidder fails to either sign the Agreement, commence the services or fails to demonstrate proof of performance (refer section 3.15 below) , as specified herein, IHMCL may invite the second lowest cost (i.e. L2) Bidder for contract signing. In such an event, the Bid Security/ Performance Security, as the case may be, of the first ranked Bidder shall be liable to be forfeited.

3.15 KEY ACTIVITY TIMELINES

S.No.	Description	Timeline
(a)	Issuance of LOA by IHMCL	T
(b)	Acceptance of LOA by successful Bidder	T+7 days
(c)	Submission of Advance Bank Guarantee @5% of Total Project Cost (TPC) by successful Bidder	T+15 days
(d)	Submission of Performance Bank Guarantee by successful Bidder	T+15 days
(e)	Letter for Commencement of Services issued by IHMCL post verification of Bank Guarantee	M
(f)	Supply & installation of all equipment (required to deliver all services as per RFP for the 1 st quarter of service), testing & commissioning of storage solution with existing control centre server (within IHMCL premises)	M+10 days
(g)	Commencement of "Proof of Performance*" (using Installed Equipment)	M+10 days

** Proof of Performance:* After acceptance of LOA, the minimum performance level, as specified in Section 3.12 above, must be demonstrated by the selected Bidder for a period of 7 days after installation and commissioning of all equipment, within IHMCL premises, required to deliver all services within the scope of this RFP. If IHMCL observes that there are significant variations in observed results and the minimum performance level required (specified in **section 3.12**), IHMCL shall have the right to terminate the LOA and consider forfeiture of the

security deposit. In such case, IHMCL may consider, at its sole discretion, any of the following recourse:

- (i) instruct the successful bidder to install additional equipment (ref. Annexure A) at no additional cost to IHMCL (failure to comply to the same by the successful bidder will be considered a breach of contract conditions), or
- (ii) award the contract/work to the next lowest cost bidder (i.e. L2), or
- (iii) Consider annulment of the current RFP and initiate process for fresh RFP. The bidder rejected in the "Proof of Performance" activity will be deemed to be rejected, by default, for the subsequent tendering process.

3.16 PAYMENT TERMS

The payment milestones shall be as per the following table:

S.No.	Description	Payment terms
(a)	Successful demonstration of minimum performance level (refer Section 3.12 above) in "Proof of Performance" activity as specified in section 3.15 above)	5% of TPC* (Total Project Cost)– One-time payment to be released after receipt of Advance Bank Guarantee and Performance Bank Guarantee in format prescribed in Annexure H (to be recovered in equal amount/ instalment(s) from payment made against quarterly invoices for first 8 quarters of service)
(b)	Successful completion of each quarter of service	Quarterly service charges as per the Financial Bid submitted (Annexure B) with necessary adjustment for the amount paid against milestone 3.17(a) above. The payment for each quarter shall be calculated based on the video storage capacity installed, commissioned and approved by IHMCL for the corresponding quarter (as specified in 4.1 below)

*TPC: Total Project Cost including GST, i.e. total cost of providing all services under the scope of this RFP for a period of 2 years 6 months

Note: All payment will be subject to penalty and/or adjustments as per conditions mentioned in this document and shall be released within 30 days from the date of undisputed invoice.

3.17 DAMAGES

- a. The successful bidder must supply and install all the equipment required for successful delivery of all services under the scope of this document and must make the system/solution functional within the stipulated time. Any delay without any justified reason/ force majeure will attract Liquidated Damages at the rate of 0.5% of Total Project Cost (TPC) per day subject to a maximum of 10% of the order/contract value.

In case of delay beyond 10 days, IHMCL may consider termination of contract or forfeiture of the performance security or both.

- b. Each issue/concern highlighted during the service period of 2 years 6 months must be addressed within 48 hours of written notice/email from IHMCL.
- c. Any delay in rectification of issue during the service period, except in Force Majeure situations, shall attract penalty of INR 5,000/- (Five Thousand Indian Rupees) per day subject to a maximum of INR 50,000/- (Fifty Thousand Indian Rupees) for each instance.

3.18 MISCELLANEOUS

- a. The Selection 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 Selection Process. IHMCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (i) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (ii) consult with any Bidder in order to receive clarification or further information;
 - (iii) retain any information and/or evidence submitted to IHMCL by, on behalf of and/or in relation to any Bidder; and/or
 - (iv) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- b. **Force Majeure**
 - (i) No Party shall be considered in default of performance of its obligations under the terms of this Agreement, if such performance is prevented or delayed for any causes beyond the reasonable control of the Party affected by such event (hereinafter referred to as "Affected Party"), including, but not limited to, fire, flood, explosion, acts of God, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions which substantially bars the performance of obligations of the Affected Party (hereinafter referred to as "Force Majeure Event")
 - (ii) **Reporting of Force Majeure:** If a Force Majeure Event arises in the aforesaid manner, the Affected Party shall maximum within 24 hours notify the other Party in writing of such condition and the cause thereof. However, in case the Service Provider claims to have suffered force Majeure Event, the Service Provider shall continue to perform its obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance, unless otherwise directed by the IHMCL.
 - (iii) **Mitigating the Force Majeure Event:** Upon occurrence of Force Majeure Event, the Affected Party shall immediately take steps as are reasonably necessary to remove the causes resulting in Force Majeure if within its control and to mitigate the effect thereof.

Any costs incurred and attributable to such event or curing of the Force Majeure Event shall be solely borne by the Affected Party.

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PART – IV: SCOPE OF WORK

4. SCOPE OF WORK

The scope of work involves the following:

- A. Providing data storage services for approx. 2200TB data (primarily video files). The estimated incremental data storage capacity requirement is provided in Section 4.1 below.
- B. Supply, installation and commissioning of all equipment to provide services within the scope of the RFP at the location provided by IHMCL.
- C. Warranty/maintenance of the above equipment should be for a period of at least 2 years 6 months from system commissioning and deemed to be included within the scope of this document
- D. Each issue/concern highlighted during the service period of 2 years 6 months must be addressed within 48 hours of written notice/email from IHMCL.
- E. Configuration of user rights/restrictions should be as per the requirements of IHMCL
- F. Migration of all data to NHAI/IHMCL server as specified by IHMCL on contract closure or contract termination, whichever is applicable

4.1 REQUIREMENT

The estimated incremental capacity requirement for next 2 years 6 months shall be as follows:

Timeline <i>(Note: The additional data storage required for each period has to be made available at the beginning of the corresponding period of service)</i>	Additional Data Storage Requirement (in TB)	Cumulative Data Storage Requirement (in TB)
P*	1000	1000
P+6months	400	1400
P+12 months	400	1800
P+18 months	400	2200
P+24 months	0	2200
P+30 months	0	2200

**P: Date of successful completion of "Proof of Performance" activity*

The data is expected to comprise of primarily videos. IHMCL reserves the right to increase or decrease the storage quantity by upto 30% of total storage space requirement (i.e. 2200 TB) by giving 15 days advance written notice without any change in the quarterly service charge quoted by the successful bidder. The successful bidder shall seek written approval from IHMCL at the beginning of each quarter on the video storage capacity required for the corresponding quarter. The calculations for quarterly payment shall be based on this approved video storage capacity.

The maximum demand for video storage requirement is expected to be 20 videos/working day of average size 200 GB (i.e. total of 4TB/working day). (A working day is deemed to be standard working hours from 9:30AM to 6:30PM.)

The equipment(s) to be supplied to deliver all services within the scope of this document shall include, but not limited to, the following:

1. Monitor
2. Keyboard
3. Mouse
4. Server and associated peripherals
5. Data Storage Devices
6. KVM (Keyboard, Video, Mouse) Switch
7. UPS
8. Air conditioner
9. Server rack

The equipment must be of industrial grade and shall be of the higher standards of the specification and workmanship. Proposed minimum specifications of the equipment to be supplied are as follows:

4.1.1 MONITOR

The monitor is expected to be used for running the videos on sample basis. Minimum technical specifications for the Monitor shall be as follows:

- Display Type: 19-inches TFT Display
- Operating Temperature: 08-deg. C to 50-deg. C
- Output: VGA/DVI/HDMI

4.1.2 KEYBOARD

Features and minimum specification for the Keyboard shall be as follows:

- True spill-resistant design
- Interface: USB
- Color: OEM Specific

4.1.3 MOUSE

Features and minimum specification for the Mouse shall be as follows:

- True spill-resistant design
- Interface: USB
- Color: OEM Specific

4.1.4 SERVER

The server specifications shall be dependent on the solution architecture chosen by the service provider for the successful delivery of all services within the scope of this document.

The server needs to be installed at the location provided by IHMCL. Server shall be configured for multiple IHMCL designated users and shall incorporate data restriction/access policies as per

requirement of IHMCL. Server configuration shall ensure access and simultaneous upload of around 200GB data/agency for 4 or more independent agencies/users appointed by IHMCL and restrict access from one user account to other user accounts.

4.1.5 DATA STORAGE DEVICES

The specifications of data storage devices (DAS/NAS/etc.) shall be dependent on the solution architecture chosen by the service provider for the successful delivery of all services within the scope of this document. The data storage will have to be partitioned as per the requirement of IHMCL.

4.1.6 KEYBOARD, VIDEO, MOUSE (KVM) SWITCH

A KVM Switch with a capacity of handling at least 4 systems/servers at a time is to be provided

4.1.7 UPS

UPS shall be efficient to provide backup of at least 30 min to all equipment under the scope of this document

4.1.8 AIR CONDITIONER

Energy efficient split AC units (max. 2 nos.) with minimum 3-star rating to be provided. The cooling capacity shall be dependent on the cooling requirement deemed fit by the service provider for providing all services within the scope of this document without compromising on system downtime and safety.

4.1.9 SERVER RACK

The server rack is a standard equipment to support the equipment, and is deemed to be considered, within the scope of this document.

NOTE: *The detailed specification of all equipment and the proposed data solution architecture must be included along with the bids submitted as a response to this document.*

(This section is intentionally left blank)

PART – V: TERMINATION

5. Termination of Contract

5.1 Notwithstanding anything stated in this RFP, in the event that any of the defaults specified below shall have occurred, the IHMCL shall provide a notice to the Service Provider (hereinafter referred to as “Cure Period Notice”). If the Service Provider fails to cure the default within the Cure Period of 30 days, as also stated in the Cure Period Notice, the Service Provider shall be deemed to be in default of this Agreement (the “Service Provider Default”), unless the default has occurred solely as due to Force Majeure or for reasons not attributable to the Service Provider. The Cure Period under this shall be calculated from the date of receipt of the notice by the Service Provider or when the default comes into the knowledge of the Service Provider, whichever is earlier. The defaults referred to herein shall include, but shall not be limited to the following:

- a. The Service Provider fails to carry out any of its obligations under the Agreement.
- b. The Service Provider without reasonable excuse fails to commence the work in accordance with the terms of this Agreement.
- c. The Service Provider fails to furnish the required securities or extension thereof in terms of this Agreement.
- d. The Service Provider stops any work without the prior written approval of IHMCL;
- e. The Service Provider at any time during the term of the Agreement becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt.
- f. In case the Service Provider has, in the judgment of IHMCL, has engaged in corrupt or fraudulent practice in competing for or in executing this Agreement.
- g. The Service Provider sub-contracts any specialized work without the prior permission from IHMCL.
- h. Any representation or warranty of the Service Provider herein contained which is, as of the date hereof, found to be materially false. Indian Highways Management Company Ltd
- i. The Service Provider has failed to fulfil any obligation, for which Termination has been specified in this Agreement.
- j. The Service Provider, in the judgment of IHMCL, has engaged in corrupt or fraudulent practice in competing for or in implementation of the Project.
- k. The Service Provider fails to replenish the Performance Security as per the terms of RFP.
- l. Any other fundamental breaches as specified in the RFP or this Agreement.

5.2 Notwithstanding the above, IHMCL may terminate the Agreement for convenience by giving 30 days prior notice without assigning any reason whatsoever.

This Agreement shall be deemed to have been automatically terminated on the expiry of the Agreement Period unless IHMCL has exercised its option to extend the Agreement in accordance with the provisions of this Agreement.

5.3 The Parties to this Agreement shall have the right to terminate the Agreement on account of Force Majeure.

5.4Consequences of Termination:

5.4.1Upon Termination, the Service Provider shall comply with and conform to the following requirements:

- (a) transfer relevant documents/permissions/data to IHMCL or any other entity as directed by IHMCL;
- (b) transfer and/ or deliver permits obtained under the Applicable Law pertaining to the Project;

5.4.2Upon Termination (except on account of expiry of Term of this Agreement or Force Majeure), IHMCL shall be entitled to appropriate the entire Performance Security.

5.5Survival of rights:

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

(This section is intentionally left blank)

PART – VI: ANNEXURE

Annexure A: Specification Sheet

(To be filled-in by the bidders based on the data storage solution proposed by the bidders)

SI.No.	Item	Description/Details/Model Specifications	No. of Units
A	Server		
1	Processor		
2	Cache		
3	Memory		
4	Internal Storage		
5	Media bays		
6	RAID support		
7	Power Supply (std/max)		
8	Hot-swap components		
9	Network Interface Controller (NIC)		
10	USB Ports		
11	Internal Storage		
12	Energy Efficiency		
13	Operating System		
B	Others		
1	Monitor		
2	Keyboard		
3	Mouse		
4	KVM Switch		
5	UPS		
6	Server Rack		
7	Air Conditioner		
C	Storage Device		
D	Other Equipment		

Location Address for conducting Technical Capability Evaluation to confirm on minimum qualification criteria	
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Annexure B: Format for Financial Bid Submission

Sub.: Financial Bid for Providing Video Storage Solution within IHMCL premises on service model within IHMCL premises

Ref: IHMCL/Traffic Survey/Video Storage/2017-01dated XX/XX/2017 on above subject.

Dear Sir,

I/We, the undersigned having examined the above referred RFP including addendums thereof and, hereby offer to submit our bid to undertake the subject assignment with scope of work mentioned in the aforementioned RFP document with quarterly payments as under furnished below:

BREAK-UP OF RATES

Sl. No.	Item/Description	Unit	Quantity (number of quarters)	Total Video Storage Capacity* required by IHMCL (in TB)	Quarterly Rate/TB excl. GST (in INR)	Amount excl. GST (in INR)
	Providing Video Storage Solution within IHMCL premises on service model within IHMCL premises		(a)	(b)	(c)	(d) = (a)*(b)*(c)
1	Quarterly service charges	INR	10	2200		
Total Price for a period of 2 years 6 months(i.e. 10 quarters) excluding GST					INR	
GST					INR	
Total Project Cost for a period of 2 years 6 months(i.e. 10 quarters) including GST (i.e. TPC)					INR	
Total Project Cost for a period of 2 years 6 months (i.e. 10 quarters) including GST (i.e. TPC) (In Words) :						

* The video storage capacity considered here is indicative only for the purpose of bid comparison. For quarterly payments, the actual approved video storage capacity (refer section 4.1 above) shall be considered.

1. I/We do hereby confirm that my/ our bid price **include** all statutory taxes/ levies also includes service tax/ GST (as applicable). I/ We also declare that any tax, surcharge on tax and / or any other levies, if altered in future and payable under the law, the same shall be borne by me/ us.
2. This bid is **valid** for a period of **180 calendar days** from the bid due date.
3. In case IHMCL extends the period of service by **another 6 months**, the price and terms of agreement for providing services for the extended period shall remain the same as the price for providing services as mentioned above.

4. I/ We, understand that the

- (a) Applicable service tax/ GST (as applicable) shall be reimbursed by IHMCL.
- (b) TDS will be deducted against payments as per Applicable Law.
- (c) In case of any difference in figures and words, the amount mentioned in words will prevail.

Yours sincerely,

Name

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

Annexure C: Bid Form

_____ (Date)

From,

(Name & Address of the Bidder)

To,

Chief Operating Officer

Indian Highways Management Co. Ltd.

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

New Delhi 110 075

Subject: _____

Ref.: Tender No. _____

Dear Sir/Madam,

After examining/reviewing the Bidding Documents for _____ etc. the receipt of which is hereby duly acknowledged, we, the undersigned, are pleased to bid to execute the whole of the Job for the item in conformity with, the said RFP Documents, including Corrigendum / Addenda Nos. _____.

We confirm that this bid is valid for a period of **180 days** from the date of opening of Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period.

If our bid is accepted, we will provide the required performance guarantee as per the tender document.

Until a final Contract is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988". We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Signature of the Authorized signatory):

Name and Designation of the Authorized signatory:

Name and Address of Bidder:

Phone, Fax & E-Mail :

Annexure D:Undertaking

(should be on Bidder's Letterhead)

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our firm M/s_____ have abandoned any work of National Highways Authority of India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Employer to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Employer.
5. We confirm that we have not been blacklisted /debarred by any Central/State Government department/organization or Quasi Government agencies of PSU.
6. We confirm that no criminal proceeding is pending any court of law.
7. We also confirm that we have not been convicted by any court of law for any of the offenses under any Indian laws

(Signed by an Authorized Officer of the bidder)

Title of Officer

Name of bidder

DATE

Annexure E: Bidder's Annual Turnover

_____ (Date)

From,

(Name & Address of the Bidder)

To,

COO

Indian Highways Management Co. Ltd.
2nd Floor, MTNL Building, Sector -19, Dwarka
New Delhi 110 075

Subject: -----

Tender Ref. No.: -----

Dear Sir/Madam,

We hereby certify that the average annual turnover of M/s. _____ (name of the bidder) for the last three financial years (ending 31st March of the previous financial year) is as given below:

Annual Turnover for the last 3 Financial Years (FYs) in Indian Rupees (INR)			
FY (2014- 2015)	FY (2015- 2016)	FY (2016- 2017)	Average

Yours Sincerely,

(Signature of Statutory Auditor)

Name of the Statutory Auditor:

Name of the Statutory Auditor Firm:

Seal:

Annexure F: Power of Attorney

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

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

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS

POWER OF ATTORNEY ON THIS DAY OF, 2014

For
(Signature, name, designation and address)

Witnesses:

- 1.
 - 2.
- Notarized

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

Notes:

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

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

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

Annexure G: Format for Power of Attorney for Lead Member of Consortium

Whereas the Indian Highways Management Co. Ltd. (the "**IHMCL**") has invited bids from interested parties for the (Name of the Project *****). ("the Project").Whereas,,, and (collectively the "**Consortium**") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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

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

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

For

(Signature, Name & Title)

For

(Signature, Name & Title)

For

(Signature, Name & Title)

Witnesses:

1.

2.

(Executants)

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

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

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

Annexure H: Format For Performance Security (Bank Guarantee)

To,
Chief Operating Officer,
Indian Highways Management Company Ltd
2nd Floor, MTNL Building,
Sector-19, Dwarka,
New Delhi – 110075, India

WHEREAS _____[Name and address of Agency] (hereinafter called “the Service Provider”) has decided to apply to IHMCL for providing services, in pursuance of IHMCL letter of work award No._____ dated dd/mm/yyyy for **“RFP for Providing Video Storage Solution within IHMCL Premises on Service Model ” (hereinafter called the “Contract”).**

1. AND WHEREAS it has been stipulated by IHMCL in the said letter that the Service Provider shall furnish a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the terms & conditions of the Contract Agreement.
2. AND WHEREAS we have agreed to give the Service Provider such a Bank Guarantee:
3. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider up to a total of `/- (Rupees) only, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of `/- as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
4. We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.
5. We further agree that no change or addition to or other modification of the terms of the service provider or of the works to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
6. We undertake to pay to the IHMCL any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider(s) shall have no claim against us for making such payment.
7. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Service Provider or of the Bank.
8. This guarantee shall also be operable at our _____branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.
9. This bank guarantee shall be valid from
10. Notwithstanding anything contained herein:
 - (i) Our liability under this Bank Guarantee shall not exceed `/-
 - (ii) The Bank Guarantee shall be valid up to.....
 - (iii) We are liable to pay the Guarantee amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand on or before

Name:

Date :

Designation:

Employee Code Number:

Telephone Number:

Name of issuing bank branch _____

Address _____

Telephone number _____

E-mail: _____

Name of bank branch at New Delhi _____

Address _____

Telephone number _____

E-mail: _____

Name of controlling bank branch _____

Address _____

Telephone number _____

E-mail: _____