Request for Proposal (RFP) for Selection of Vendor for Provision of Dedicated Cloud Services & Video Analytics Capability – 4th Call

Tender Ref No. : IHMCL/CSP/2022/04

Date : 17th October 2022

INDIAN HIGHWAYS MANAGEMENT COMPANY LTD.

(a company promoted by NHAI)

IHMCL

DISCLAIMER

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

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

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

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

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

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

The issue of this RFP does not imply that IHMCL is bound to select and shortlist one of the Applications or to appoint the selected Bidder as the case may be, for the said project and

IHMCL reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

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1. NOTICE INVITING TENDER

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

   ‘Request for Proposal (RFP) for Selection of Vendor for Provision of Dedicated Cloud Services & Video Analytics Capability – 4th Call’

2. The complete Bidding Documents can be viewed / downloaded from e-procurement portal http://etenders.gov.in. The Bids shall be liable for summarily rejection unless accompanied by the all requisite documents, undertaking, annexures as per the templates given in this RFP. IHMCL shall not be responsible for any postal delay, or network / system failure at bidder’s end, as applicable. Bids submitted after the closing date/time shall be summarily rejected.

3. IHMCL reserves the right to accept or reject any or all bids received before signing of Contract Agreement without thereby incurring any financial or other liability to the affected Bidders.

   Address for communication:

   Chief Operating Officer,

   Indian Highways Management Company Limited (IHMCL)

   Plot Nos. G5 & G6, Sector 10,

   Dwarka, New Delhi 110075

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

2. DEFINITIONS AND ABBREVIATIONS

2.1. Definition

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

i. **“Applicable Law”** means the laws, rules or regulations and any other instruments, having the force of law in Republic of India, as in force from time to time.

ii. **“Authorized Representative”** means any person / agency authorized by IHMCL.

iii. **“Applicant” or “Bidder”** means, an entity / company which participates in the Bid process and submits its proposal/bid pursuant to this RFP.

iv. **“Commencement date”** means the date upon which the Successful bidder receives the notice to commence the work issued by IHMCL.

v. **“Contract”** shall mean & include RFP, Notice for Inviting Tender (NIT), the tender documents and letter of acceptance thereof and the formal agreement, to be executed between IHMCL and the Successful bidder together with the complete documents referred to therein including the conditions with appendices and any special conditions, the specifications, designs, drawings, bill of quantities with rates and amounts. All these documents taken together shall be deemed to form one Contract and shall be complementary to each other.

vi. **“ETC”** means Electronic Toll Collection

vii. **“NHAI’** means National Highways Authority of India

viii. **“IHMCL”** means Indian Highways Management Company Limited.

ix. **“Law" or "Legislation"** - shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India or State Government or regulatory authority.

x. **“Letter of Award (LOA)”** means the issue of a signed letter by IHMCL to Successful Bidder conveying its intention to accept the offer of Successful Bidder and awarding the work mentioning the total Contract Value.

xi. **"Local Currency"** means the Indian Rupees.

xii. **“MoRTH”** means Ministry of Road Transport and Highways.

xiii. **“Party”** shall mean IHMCL or Bidder individually and “Parties” shall mean IHMCL and Bidder collectively.

xiv. **"Personnel"** means persons hired by the Successful bidder as employees and assigned to the performance of the Services or any part thereof.

xv. **“Purchaser” or “Authority”** means Indian Highways Management Company Limited (IHMCL), as applicable.

xvi. **“RFID”** means Radio Frequency Identification.

xvii. **"RFP"** shall mean this Request for Proposal dated 17th October 2022, including the written clarifications & Corrigendum / Addendum issued by IHMCL in respect of the RFP from time to time.

xviii. **"Services"** means requirements defined in this RFP including all additional services associated thereto to be delivered by the Successful Bidder.

xix. "**Successful Bidder"** means the Cloud Service Provider (CSP) or Managed Service Provider (MSP) or Service Provider, who, after the complete evaluation process, has been issued the Letter of Award by IHMCL.

xx. "**TMCC**" means Toll Monitoring and Control Centre Application developed by IHMCL through a separate vendor.

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

2.2. Abbreviations

ASB	:	Amber Siren Beacon
ALB	:	Automatic Lane Exit Barrier
API	:	Application Programming Interface
AVC	:	Automatic Vehicle Classifier
CCTV	:	Closed Circuit Television
CLSD	:	Canopy Lane Status Display
CSC	:	Contactless Smart Card
CSCRW	:	Contactless Smart Card Reader/Writer
CSP	:	Cloud Service Provider
DDR	:	Dual Data Rate
DDoS	:	Distributed Denial-of-service
DMZ	:	Demilitarized zone
DR	:	Disaster Recovery
ECC	:	Error Correcting Code
EMD	:	Earnest Money Deposit
ETC	:	Electronic Toll Collection
FSW	:	Emergency Footswitch
GBIC	:	Gigabit Interface Converter
GoI	:	Government of India
HP&MC	:	High Personage & Military Convoy

IHMCL	:	Indian Highways Management Company Limited
ISCU	:	Intercom Slave Communication Unit
ITB	:	Instructions to Bidders
IUID	:	Integrated User Information display
LC	:	Lane Computer-Industrial PC
LGD	:	Load Gauge Detector
LoA	:	Letter of Award
LSDU	:	Lane Status Display Unit
MBC	:	Manual Booth Controller
MCBF	:	Mean Cycle Between Failures
MCU	:	Master Communication Unit
MeitY	:	Ministry of Electronics and Information Technology
MLB	:	Manual Lane Entry Barrier
MSP	:	Managed Service Provider
MTBF	:	Mean Time Between Failures
MTTR	:	Mean Time to Repair
NVR	:	Network Video Recorder
NHAI	:	National Highways Authority of India
OHLS	:	Over Head Lane Sign
PDB	:	Power Distribution Board
POA	:	Power of Attorney
POP	:	Point of Presence
POS	:	Point of Sales
RAID	:	Redundant Array of Inexpensive Disks
RDBMS	:	Relational Database Management System
RFID	:	Radio Frequency Identification
RFP	:	Request for Proposal
RPR	:	Receipt Printer
RPO	:	Recovery Point Objective
RTO	:	Recovery Time Objective
SFMS	:	Structured Financial Management System
SFTP	:	Secure File Transfer Protocol

Staff Id	:	Staff Identification
STQC	:	Standardisation Testing and Quality Certification Directorate
T&G	:	Touch & Go
FCC	:	FES Control Centre
TCD	:	Toll Collector Display
TCK	:	Toll Collector Keyboard
TCT	:	Toll Collector's Terminal
TL	:	Traffic Light
TLC	:	Toll Lane Controller
TMCC	:	Toll Management Control Centre
TOD	:	Tour of Duty
UAT	:	User Acceptance Testing
UPS	:	Uninterrupted Power Supply

3. INSTRUCTIONS TO BIDDERS

3.1. Scope of Bid

3.1.1. IHMCL invites proposals / bids from bidders who fulfils the Eligibility Criteria as set out in this RFP.

3.1.2. The Bids would be evaluated on the basis of the evaluation criteria set out in this Request for Proposal (RFP) Document in order to identify the Successful Bidder for providing the services envisaged under this RFP.

3.1.3. The terms used in this RFP Document which have not been defined herein shall have the meaning recognized thereto in the draft Contract conditions.

3.1.4. Pursuant to the release of this RFP Document, IHMCL shall receive bids, prepared and submitted in accordance with the terms set forth in this RFP Document and other documents provided by IHMCL pursuant to this RFP Document including annexure/ Appendix hereto (collectively referred to as the "Bid Documents"), as modified, altered, amended and clarified from time to time by IHMCL.

3.1.5. This RFP Document and all attached documents are and shall remain the property of IHMCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective bids in accordance herewith. The Bidders shall not use it for any purpose other than for preparation and submission of their bids.

3.1.6. The statements and explanations contained in this RFP Document are intended to provide an understanding to the Bidders about the subject matter of this RFP Document and shall not be construed or interpreted as limiting, in any way or manner whatsoever, the scope of services, work and obligations of the Successful Bidder to be set forth in the RFP or IHMCL right to amend, alter, change, supplement or clarify the scope of service and work, the Contract conditions to be awarded pursuant to the RFP Document including the terms thereof, and this RFP Document including terms herein contained. Consequently, any omissions, conflicts or contradictions in the Bid Document are to be noted, interpreted, and applied appropriately to give effect to this intent and no claim on that account shall be entertained by IHMCL.

3.1.7. The Bidders may note that IHMCL will not entertain any material deviations from the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the terms and conditions of the draft Master Service Agreement. Any conditional Proposal is liable for outright rejection.

3.1.8. Any Conditional or incomplete proposals are liable to be treated as non-responsive and, therefore may be rejected at the sole discretion of IHMCL.

3.2. Eligibility / Pre-Qualification criteria

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

S. No.	Parameter	Eligibility Criteria	Supporting Document(s) to be provided
1.	**Legal Entity**	The bidder can be anyone of the following: a) An entity empaneled as Cloud Service Provider ("**CSP**") by MeitY, GoI as on the bid due date. **Or,** b) An entity incorporated under the Companies Act 1956/2013 or Limited Liability Partnerships Act 2008, which is an authorized dealer/reseller of (a) above as on the release date of the RFP. The Applicant/Entity should be registered under GST in India. **No consortium is allowed.** *P.S. - No entity shall submit more than one bid. Any CSP submitting application/bid in its individual capacity shall not be allowed to provide authorization to any of its reseller/authorized dealer to participate in this bid. In case of any applicant/entity submitting more than one bid, all such bids shall be summarily rejected. Only one bid to be submitted by one entity, either by CSP alone or by CSPs reseller/authorized dealer. Please note that CSP can provide authorization to only one reseller/authorized dealer.*	- **In case of CSP** i. Copy of letter of Empanelment from MeitY, GoI valid as on bid due date. ii. Power of Attorney as per the format enclosed at Annexure 5 iii. GST Certificate - **In case of Authorized dealer/reseller of CSP** i. Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013 or LLP act 2008, as applicable. ii. CSP Authorization letter as per Annexure 8 or a Letter of Authorization from the CSP in its letterhead signed by authorized signatory confirming following: o CSP is empaneled with MeitY as on bid due date of this RFP. o SP is Authorized dealer/reseller of CSP o CSP undertakes to extend support for its cloud services to the SP during to participate in the bid and during the project execution phase, if awarded. o CSP conform to all the requirement/Cloud Service offerings as mentioned in the said RFP and do undertake to ensure the security requirement as specified in the RFP o CSP undertakes to provide technical support and knowledge transfer to the SP in order to deliver the project to the best its ability, if awarded. iii. Power of Attorney as per the

S. No.	Parameter	Eligibility Criteria	Supporting Document(s) to be provided
			format enclosed at Annexure 5 iv. GST Certificate
2.	**Relevant Project Experience -1**	The Bidder should have successfully completed at least one project of value at least Rs. 2 Crore (excluding taxes/GST) involving **Cloud based IaaS or PaaS or SaaS** during the last ten years prior to the submission of the bid in India, for any government dept./PSU or public authority. *P.S. – The supporting document should clearly highlight the relevant scope of work, contract value and year of execution.*	i. Copy of the Work Order / Purchase Order / LoI / Contract / Agreement **and** ii. Copy of the Work Completion Certificate/ Relevant document as proof of providing Cloud Services. Work order/ Contract clearly highlighting the relevant scope of work, and contract value, year of execution. • In the case of ongoing projects, letter issued by competent authority of the client entity on the entity's letterhead stating the current validity of the contract and reaffirming its value. Such letter should have been issued within the last one year preceding the bid submission date. • The self-certificate of experience should also be submitted as per Annexure-7 of RFP
3.	**Relevant Project Experience -2**	The Bidder should have successfully completed at least **one commercial** project related with providing Cloud based Services **for capturing and hosting of video feed and Usage of video analytics for counting / classification during the last ten years** prior to the submission of the bid in India, for any government/ public authority or for any private entity which has been engaged by any govt./public authority/PSU *In case of project experience with a private entity is claimed by the Bidder, the private entity should have been issued a Work Order or LoA for that particular project by any govt./public authority/PSU and necessary supporting document should be provided confirming the award of work to the private entity.* *P.S. – The supporting document should clearly highlight the relevant scope of work, contract value and year of execution.*	i. Copy of the Work Order / Purchase Order / LoI / Contract / Agreement **and** ii. Copy of the Work Completion Certificate/ Relevant document as proof of providing Cloud Services. Work order/ Contract clearly highlighting the relevant scope of work, and contract value, year of execution. • In the case of ongoing projects, letter issued by competent authority of the client entity on the entity's letterhead stating the current validity of the contract and reaffirming its value. Such letter should have been issued within the last one year preceding the bid submission date. • The self-certificate of experience should also be submitted as per Annexure-7 of RFP

S. No.	Parameter	Eligibility Criteria	Supporting Document(s) to be provided
4.	**Undertaking**	An undertaking on the following is required to be submitted: • All data related to this project shall be stored in servers located in India only. • The Bidder should not have been blacklisted by any State / Central Government Department or Central / State PSUs as on the date of the submission of the bid. • Upon award of work the bidder shall sign and Non-Disclosure Agreement as per format provided at Annexure-15 of this RFP.	• The bidder should submit Undertaking as per Annexure 3

3.3. Number of Applications and Costs thereof

3.3.1. No applicant shall submit more than one bid. In case of any applicant submitting more than one bid, all such bids shall stand disqualified.

3.3.2. The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by IHMCL or any other costs incurred in connection with or relating to its Application. All such costs and expenses will remain with the Applicant and IHMCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Application, regardless of the conduct or outcome of the Bidding process.

3.4. Power of Attorney

3.4.1. The Bidder should submit a notarized Power of Attorney as per the format provided at Annexure 5 or Letter of Authorization for authorizing the signatory of the Bid to sign the Bid and all related documents thereof. It is clarified that Bidders may submit equivalent documents (for example, Delegation of Power, Board Resolution copy), in lieu of this document, as applicable.

3.5. Content of RFP

3.5.1. The RFP should be read in conjunction with any addenda or clarifications issued subsequent to publication of RFP.

3.5.2. Bidders are advised to study the RFP carefully. It will be deemed that the bidders have submitted their bids after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the RFP with full understanding of its implications. Bids not complying with all the stipulations and requirements as set forth in this RFP are liable to be rejected at the sole discretion of IHMCL. Failure to furnish all information required in the RFP or submission of a bid not substantially responsive to the RFP in all respects will be at the Bidder's risk and may result in the rejection of the bid.

3.6. Acknowledgement by Applicant

3.6.1. It shall be deemed that by submitting the Application, the Applicant has:

a) made a complete and careful examination of the RFP;

b) received all relevant information requested from IHMCL;

c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of IHMCL relating to any of the matters referred to in clauses above and this RFP document; and

d) Agreed to be bound by the undertakings provided by it under and in terms hereof.

3.6.2. IHMCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by IHMCL.

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

3.7.1. Notwithstanding anything contained in this RFP, IHMCL reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that IHMCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids thereafter.

3.7.2. IHMCL reserves the right to reject any Application and / or Bid if:

a) at any time, a material misrepresentation is made or uncovered, or

b) the Applicant does not provide, within the time specified by IHMCL, the supplemental information sought by IHMCL for evaluation of the Application.

3.7.3. If the bidder is disqualified / rejected and if such disqualification / rejection occurs after the Bids have been opened and the Lowest / Successful Bidder gets disqualified / rejected, then IHMCL reserves the right to:

a) invite the remaining Bidders to match the Lowest / Successful Bidder in ascending order of the sequence; or

b) take any such measure as may be deemed fit in the sole discretion of IHMCL, including annulment of the Bidding Process.

3.7.4. In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by IHMCL, that one or more of the conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Successful bidder either by issue of the LOA or entering into of the Contract Agreement, and if the Applicant has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by IHMCL to the Applicant, without IHMCL being liable in any manner whatsoever to the Applicant and without prejudice to any other right or remedy which IHMCL may have under this RFP, the Bidding Documents, the Contract Agreement or under applicable law.

3.7.5. IHMCL reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or lack of such verification by IHMCL shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of IHMCL thereunder.

3.8. Clarifications

3.8.1. Applicants requiring any clarification on the RFP may notify IHMCL by sending an email to the e-mail id - tenders@ihmcl.com. They should send in their queries in .xlsx format as per Annexure 12 in this RFP, and as per the timelines specified in the schedule of the Bidding Process. The responses to the queries will be published on the e-tender portal.

3.8.2. IHMCL shall endeavor to respond to the questions raised or clarifications sought by the Applicants. However, IHMCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring IHMCL to respond to any question or to provide any clarification.

3.8.3. IHMCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Applicants. All clarifications and interpretations issued by IHMCL shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on IHMCL.

3.8.4. To facilitate evaluation of Applications, IHMCL may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by IHMCL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

3.9. Amendments to the RFP

3.9.1. At any time prior to the deadline for submission of bid, IHMCL may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP by the issuance of addendum or corrigendum.

3.9.2. Any addendum or corrigendum thus issued will be published on e-procurement portal.

3.9.3. In order to allow the applicants a reasonable time for taking an addendum or corrigendum into account, or for any other reason, IHMCL may, in its sole discretion, extend the due date for submission of the bid.

3.10. Language

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

3.11. Bid Validity

a) Bids shall remain valid for a period of 180 days from the Bid due date. Any Bid valid for a shorter period shall be rejected as non-responsive. IHMCL has sole discretion to extend the period beyond 180 days.

b) In exceptional circumstances, IHMCL may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing; however, no modification to such bid shall be permitted.

3.12. Bid Security Declaration

All the bidders are supposed to submit a Bid Security Declaration form as per the format provided in Annexure 13 of this RFP document. This shall ensure that all bidders adhere to all obligations under the conditions of this bid failing which, they will be debarred from bidding for any of the contracts with IHMCL for a period of one (1) year.

3.13. Alternative Proposals by Bidders

3.13.1. All bidders shall submit only one bid / offer for this RFP that fully complies with the requirement of the RFP including conditions of Contract. Any conditional offer or alternate offer will not be considered further for evaluation.

3.14. Submission, Format and signing of Application

3.14.1. All documents including Power of Attorney, relevant annexures, eligibility documents etc. need to be submitted on the e-tender portal. The Bidder shall submit the scanned copy of the original documents as mentioned in the RFP along with the bid on or before due date of submission. The evaluation of the bids shall be carried out with the available scanned copy of original document submitted by bidders on eProcurement portal as per the RFP requirements. However, the successful bidder will have to submit the original documents in hard copy to IHMCL after the issue of Letter of Award.

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

3.14.3. The Applicant shall submit following document in hard copy at IHMCL office as per timeline provided in Clause 4.1 ‘Key Dates’:

- Power of Attorney / Letter of Authority

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

3.14.5. In case of person whose DSC is used for submission of bids is different from person holding Power of Attorney, then following needs to be submitted:

- The Board Resolution in the name of person whose DSC is used for submission of bids highlighting he or she is authorized for submission of bids.
- An authorization letter in the name of person holding Power of Attorney duly authorized by person whose DSC is used.

3.15. Deadline for Submission of Bid

a) Complete Bid documents as specified in the RFP must be uploaded as specified on or before the date and time specified under “key dates”. In the event of the specified date for the submission of Bids being declared a Non-working day for IHMCL, the Bids will be received up to the specified time on the next working day.

b) IHMCL may, at its discretion, extend the deadline for submission of Bids by issuing an amendment in which case all rights and obligations of IHMCL and the Bidders previously subject to the original deadline will thereafter be subject to the deadline extended.

c) Offer by fax / e-mail will not be accepted and shall be treated as void ab-initio.

3.16. Late Applications

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

3.17. Modifications/ substitution/ withdrawal of Applications

3.17.1. The bidder may modify, substitute or withdraw its bid after submission, provided that written notice of the modification, substitution or withdrawal is received by IHMCL prior to the due date of the bid. No bid shall be modified, substituted or withdrawn by the bidder after the due date of the bid, or after the deadline on the due date of the bid.

3.17.2. Withdrawals of bids after the due date or time on the bid due date are liable to be treated as grounds for disqualification of the bid and blacklisting or debarment of the bidder from future bids.

3.17.3. Any alteration / modification in the bid or additional information supplied subsequent to the due date of the bid, unless the same has been expressly sought for by IHMCL, shall be disregarded.

3.18. Opening and Evaluation of Applications

3.18.1. IHMCL shall open the Applications as per the Key Timelines mentioned in this RFP, at the place specified in RFP and in the presence of the Applicants who choose to attend.

3.18.2. Applications for which a notice of withdrawal has been submitted in accordance with Clause 3.17 above, shall not be opened.

3.18.3. IHMCL will subsequently examine and evaluate Applications in accordance with the provisions set out in this RFP.

3.18.4. Applicants are advised that selection of Applicants will be entirely at the discretion of IHMCL. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

3.18.5. Any information contained in the Application shall not in any way be construed as binding on IHMCL, its agents, successors, or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.

3.18.6. IHMCL reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

3.18.7. If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, IHMCL may, in its sole discretion, exclude the relevant project from computation of the Eligible Score of the Applicant.

3.18.8. In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by IHMCL as incorrect or erroneous, IHMCL shall reject such claim and exclude the same from computation of the Eligible Score, and may also, while computing the aggregate Experience Score of the Applicant, make a further deduction equivalent to the claim rejected hereunder. Where any information is found to be patently false or amounting to a material representation, IHMCL reserves the right to reject the Application and / or Bid.

3.19. Examination and Evaluation of Bids

a) Opening of Bids will be done through online process only.

b) IHMCL shall open Technical Bids as per schedule specified in Key Dates, in the presence of the authorized representatives of the Bidders, who choose to attend. IHMCL will examine and evaluate the Bids in accordance with the provisions of this RFP.

c) During evaluation and comparison of bids, IHMCL may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing via email, asking the Bidder to respond by a specified date, and also mentioning therein that, if the Bidder does not comply or respond by the date, his tender will be liable to be rejected. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information / documents shall be sought only in case of historical documents which pre-existed at the time of the bid opening and which have not undergone change since then.

3.20. Phase - 1: Pre-Qualification: -

a) The Technical Bids will be evaluated by an Evaluation Committee. The Bidder shall have to fulfil all the eligibility criteria as specified in the RFP Section 3.2.1. The following documents shall be evaluated as per part of Pre-Qualification stage: -

   i. Power of Attorney, and

   ii. Other Documents, Certificates and appurtenant Annexures and Undertaking(s) indicating eligibility of the bidder.

b) The Bidder shall have to submit all the required documents as per various formats provided in Section 7 - Annexures in this RFP document. All these documents will be scrutinized in this phase of evaluation. Those Bidders who do not fulfil the terms and conditions of the eligibility criteria as specified in this tender will not be eligible for further evaluation.

c) The evaluation of technical bids by the evaluation committee shall not be questioned by any of the bidders. IHMCL may ask Bidder(s) for additional information, visit to Bidder's site and / or arrange discussions with their professional, technical faculties to verify claims made in Technical Bid documentation from the Bidder on the already submitted technical proposal at any point of time before opening of the financial proposal.

d) Based upon the evaluation of these documents and the conditions specified in the RFP, IHMCL shall announce the names of the Bidders who have qualified for Phase - 2 i.e. Financial Evaluation of the Bid. It is hereby clarified that Financial Evaluation of only the Bidders declared qualified as per the Eligibility Criteria shall be performed.

3.20.1. Phase – 2: Financial Bid Evaluation:

a) The Financial Bids of bidders who have fulfilled the eligibility criteria and declared responsive will be opened on the prescribed date in the presence of bidder representatives.

b) If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

c) The bidder with **Lowest Total Cost (L1) in Financial Bid Form** will be treated as the **Preferred bidder / Successful bidder**.

d) The bid price will include all taxes and levies except GST and shall be in Indian Rupees.

e) Any conditional bid would be outright rejected.

f) Errors & Rectification: Arithmetical errors will be rectified on the following basis: ***"If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail"***. If the bidder does not accept the correction of errors, its Bid shall be rejected.

g) In the event the financial quotes of two of more qualifying bidders are identical, IHMCL shall declare the bidder securing the higher technical score as the Preferred Bidder for award of the Project. It may also take any such measure as may be deemed fit at its sole discretion, including annulment of the bidding process.

3.21. Award Criteria

IHMCL will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has the quoted Lowest Total Cost in the Financial Bid Form as per the process outlined above.

3.22. Confidentiality

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

3.23. Tests of responsiveness

3.23.1. Prior to evaluation of Applications, IHMCL shall determine whether each Application is responsive to the requirements of the RFP. An Application shall be considered non-responsive if:

a) If the Authorized Signatory holding Power of Attorney and Signatory are not the same

b) If a bidder submits a conditional bid or makes changes in the terms and conditions given in this RFP document

c) Failure to comply with all the requirements of RFP document by a bidder.

d) If the financial bid is not submitted in the formats prescribed in the RFP document

e) If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the Bids and the same may lead to Bid being declared as non-responsive.

f) If requisite documents to be submitted physically as per RFP are not received by IHMCL as on due date.

g) There should be no mention of bid prices in any part of the Technical Proposal. The Proposal is liable to be rejected if any price bid is included in the technical Proposal.

h) The bid contains any pre-condition, assumption or qualification.

i) it is not non-responsive in terms hereof.

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

3.23.3. Any bidder debarred by the Central Government, or any entity controlled by it, from participating in any project by any govt. organization or PSU and the bar subsists as on the due date of submission of the bid, or has been declared by IHMCL as non-performer / blacklisted would not be eligible to submit an Application.

3.23.4. In case it is found that the bidder has provided any untrue statement/ undertaking or misrepresentation of a material fact or an omission to state a material fact required to be communicated as required in RFP, IHMCL may take necessary steps including cancellation of bidding process or termination of Contract Agreement (in case Contract Agreement is signed). Under such condition the bidder should be issued debarment notice by IHMCL restraining participation in future projects of IHMCL/NHAI and the copy of debarment notice should be circulated to all PSUs/Govt. Offices.

3.24. Bids that are overpriced or undervalued.

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

3.25. Submission of Bids

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

b) IHMCL is likely to provide a comparatively short time span for submission of the Bids for the Project. Potential bidders may visit the NHAI Command and Control Center at New Delhi to familiarize themselves with the video feed and operations. The request email/letter for visiting Command and Control Centre should be sent to e-mail id tenders@ihmcl.com with subject line clearly specifying the “Request for Site Visit for Cloud Service Provider/Managed Service Provider – <CSP/MSP Name>”. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by IHMCL.

3.26. Proprietary data

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

3.27. Correspondence with the Applicant

3.27.1. Except as provided in this RFP, IHMCL shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.

3.28. Notification of Award of Contract

a) Prior to the expiration of the Bid validity, IHMCL will notify the successful bidder that his bid has been accepted. IHMCL will mention the contract value in the LOA.

b) The Successful bidder shall submit acceptance of LOA within 5 (Five) days of issuance of LOA by IHMCL.

c) The contract will incorporate all agreements between IHMCL and the successful bidder. It will be signed by IHMCL and the successful bidder after the performance security is furnished by the Successful Bidder. IHMCL will issue notice to commence the work after signing of Contract Agreement or submission of performance security as the case maybe.

d) Upon furnishing of the performance security by the successful bidder, IHMCL will promptly notify the other bidders that their Bids have been unsuccessful.

3.29. Signing of Contract

3.29.1. IHMCL shall ask the successful bidder to furnish the Performance Guarantee and also to execute the Contract Agreement and Non-Disclosure Agreement.

3.30. Performance Security

a) Within 15 (Fifteen) days of the receipt of the letter of award, the successful bidder shall submit an irrevocable and unconditional bank guarantee issued in the name of IHMCL for an amount equal to **Three (3%) percent of total contract value,** issued by a bank described under this RFP which shall be verified at any branch located in the National Capital territory of Delhi and through SFMS mode as performance security for the due performance of its obligations under the Contract.

b) The aforesaid Bank Guarantee shall be as per the format given in format provided in this RFP and will be valid for a period of 180 days after the expiry of Contract period and shall also have a minimum claim period of 1 year. Format for submission of Performance Bank Guarantee is provided at Annexure 6 of this RFP document.

3.31. Bank Guarantee (BG)

a) The Bank Guarantee in the name of IHMCL only issued by the following banks would be accepted:

  i. Any Nationalized Bank

  ii. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 crores as per the latest Audited Balance Sheet of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account.

  iii. A Foreign Bank (issued by a branch outside India) with a counter guarantee from any Indian Nationalized Bank.

  iv. Export Import Bank of India.

b) The acceptance of the Bank Guarantees shall also be subject to the following conditions: -

  i. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI.

3.32. Corrupt or Fraudulent Practices

a) IHMCL will reject a proposal for award and appropriate the performance security, as the case may be, if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

b) IHMCL will declare the bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract by IHMCL if it at any time determines that the bidder has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.

c) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or employee of IHMCL in the procurement process or in Contract execution.

d) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of IHMCL and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive IHMCL of the benefits of free and open competition.

3.33. Conflict of Interest

3.33.1. A Bidder shall not have a conflict of interest that may affect the selection process or the solution delivery (the “Conflict of Interest”). Any Bidder found to have a conflict of interest shall be disqualified. In the event of disqualification, the purchaser shall debar and ban the bidder from bidding for any contract with IHMCL for a period of one year from the date of notification of this document.

3.33.2. The Purchaser requires that the Successful bidder provides solutions which at all times hold the Purchaser’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Successful bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.

3.33.3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

a) the bidder, or Associates (or any constituent thereof) and any other Bidder or Associates, have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 percent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, or Associate is less than 5% (five percent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

  – where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on

- a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

3.34. Miscellaneous

a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have an exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

b) IHMCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

   i. suspend and / or cancel the Bidding Process and/ or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

   ii. consult with any Bidder in order to receive clarification or further information;

   iii. retain any information and/ or evidence submitted to IHMCL by, on behalf of, and/ or in relation to any Bidder; and/ or

   iv. independently verify, disqualify, reject and/ or accept any or all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases IHMCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and / or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

d) If the Bidder has committed a transgression under this RFP such as to put its reliability or credibility into question, IHMCL shall be entitled to blacklist and debar such Bidder for any future tenders / contract award process in its sole and absolute discretion.

e) Inclusion of MSMEs in Project Delivery - Bidders are encouraged to include Micro, Small and Medium Enterprises (MSMEs) in the delivery of the project. Bidders should earmark a minimum of 20 % of the total contract for procuring goods and services from MSMEs. The MSME partner should be registered under the Micro Small Medium Enterprise Act, 2006. The procurement through MSMEs should be in line with Order dated 23rd March 2014 or any latest Order/Directions regarding procurement policy for Micro and Small Enterprises (MSMEs).

f) Compliance to be ensured w.r.t. Office Memorandum of Department of Expenditure, dated 23 July 2020, and any related clarifications, subsequent guidelines/amendments as issued by Department of Expenditure, as applicable, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017. Bidder may visit website of Department of Expenditure (https://doe.gov.in/) for more details on the said Office Memorandum.

g) Compliance to be ensured w.r.t. Public Procurement (Preference to Make in India) Order 2017 – Notification of Telecom Products, Services or Works" (in short DoT PPP MII notification, 2018) dated 29th August and any subsequent guidelines/amendment issued by Department of Telecommunications. Bidder may visit website of Department of Telecom (https://dot.gov.in > Investment Promotion > Telecom Equipment Manufacturing) for more details on the said notification.

4. PREPARATION AND SUBMISSION OF APPLICATION

b) The Bid must be submitted online only at http://etenders.gov.in during the validity of registration with the e-Tendering Portal being managed by National Informatics Centre (NIC), i.e. http://etenders.gov.in. To participate in e-tendering, the intending participants shall register themselves on the website of URL.

c) Bidders / Applicants are advised to go through the FAQs, guidelines, instructions, manuals, policies, system setting procedures etc. as provided in the e-Procurement portal.

d) Tender form and relevant documents will not be sold / issued manually from IHMCL office.

e) Bidders are required to upload scanned copies of original Bidding Documents, Power of Attorney, all other relevant annexures, and documents on the e-procurement portal itself, as mentioned in the RFP on or before due date of submission. Evaluation of bids shall be carried out with the available scanned copies of original documents submitted by bidder as per RFP requirements. However, the successful bidder has to submit the original documents physically with IHMCL after the issue of LOA.

f) The date and time for online submission as mentioned in the Section 4.1 of the RFP document shall be strictly followed in all cases. The Bidder / Applicants should ensure that their tender is submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Tender(s) not submitted online will not be entertained.

g) If for any reason, any interested bidder fails to complete any online stages during the complete tender cycle, IHMCL shall not be responsible for that and any grievance regarding that shall not be entertained.

4.1. **KEY DATES**

S. No.	Key Activity	Timelines
1.	Publishing of RFP on the e-tender portal	17th October 2022
2.	Last date for receiving pre-bid queries	27th October 2022
3.	Pre-Bid meeting [1]	28th October 2022 @11:00 AM IST
4.	Due Date of submission of Bid on the e-tender portal	24th November 2022 till 16:00 HRS IST
5.	Due date for submission of following Bid documents in Hard copy at IHMCL office: • Power of Attorney / Letter of Authorization	24th November till 16:30 HRS IST
6.	Opening of Technical Bids	25th November at 17:00 HRS IST
7.	Bid Validity	180 days from Bid Due Date

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[1] In case of a VC – Meeting details shall be sent to those email IDs from which pre-bid queries have been received by the due date. Interested bidders may ask for meeting details one day prior to the pre-bid meeting.

5. CONDITIONS OF CONTRACT

5.1. Conditions of Contract

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

5.2. Governing Language

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

5.3. Applicable Law

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

5.4. Interpretation

5.4.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

5.4.2. The Bidders are expected to examine all terms and instructions included in the RFP Document. During preparation of the technical proposal, the bidders shall make their own assessment of staff to undertake the assignment.

5.5. Right to Amend Project Scope

5.5.1. IHMCL reserves the right to include new cloud services requirements in the scope of Successful bidder which shall be made operational by NHAI / IHMCL during the project duration. IHMCL also reserves the right to increase or decrease the cloud requirements without assigning any reason at any time during the Contract Period, and no compensation shall be paid to the Successful bidder on account of de-scoping of any requirements.

5.5.2. IHMCL, may at any time, at its sole discretion defer the requirements.

5.6. Payment Terms & Timelines

5.6.1. Payments will be made in Indian Rupees only.

5.6.2. Payment shall be released on quarterly basis subject to deduction of penalty.

5.6.3. The payment terms have to be structured accordingly to pay only for the resources used by the department as indicated below:

5.6.4. Payment milestones for the Cloud Services Consumed:

S. No.	Phase	Milestone	Amount
1.	Quarterly Payments	At the end of each quarter after satisfactory delivery of the services. The final payment will be made on successful completion of transition and as per SLA report.	Payment will be based on the actual usage of the services and as per the “Unit Costs” in the Financials sheet

Payment for Cloud Services

- Quarterly Payment to be based on the actual usage / consumption of the services and as per the “Unit Cost”
- Total quarterly Payment to be linked to the compliance with the SLA metrics and the actual payment is the payment due to the Managed Service Provider/ Cloud Service Provider after any SLA related deductions. Quarterly SLA report by 2nd day of next month.

5.6.5. Payment milestones for the Managed Services:

S. No.	Phase	Milestone	Amount	Verification
1.	Successful Completion of Migration	Successful Migration of existing system to Cloud Environment and sign-off from IHMCL	100% of Cost Quoted for Migration and Provisioning (Refer to “Migration and Provisioning Services” Cost Quoted in the Financial Sheet	Successful Migration of all applications. Go-Live & Operational acceptance certification from IHMCL

5.6.6. Implementation Timelines

Activity	Timelines
Date of Acceptance of LOA	T+0
Provisioning of Cloud Services	T + 7 days
Testing of Cloud Services	T + 15 days
Go-Live of the Cloud Services	T + 20 days

5.7. Prices

5.7.1. GST as applicable, which will be levied on the goods and services invoiced by the Successful bidder to IHMCL, will be reimbursed on actual basis.

5.7.2. IHMCL reserves the right to ask the Successful bidder to submit proof of payment against any of the taxes, duties, levies indicated.

5.7.3. All payments shall be made subject to adjustment of applicable damages.

5.7.4. No amount or cost shall be payable for holding discussion, as considered necessary by IHMCL, for any purpose with IHMCL's Officials at IHMCL's Head Office or elsewhere, prior, during or after the conduct of an assignment.

5.7.5. Quoted Value by the bidder shall be excluding GST and fixed for the entire Contract period.

5.8. Start of Assignment

5.8.1. Successful bidder shall commence the work within 1 (One) day of acceptance of LOA issued by IHMCL.

5.8.2. The Successful bidder shall have sufficient teams to complete the assignment and submit the deliverables as per scope of work defined in RFP. Non-fulfillment of this requirement or delay in submission of reports would attract penalties.

5.9. Damages / Penalties

5.9.1. As defined in Section 6 of this RFP.

5.10. Duration of the contract

5.10.1. The contract shall remain valid for **5 (Five) years from the date on which it is deemed to come into effect**. IHMCL may, at its own discretion, offer to extend the duration by a period of **2 (Two) years** after the lapse of the initial period of five years on the same terms and conditions. Such an extension would be on the same terms and conditions as defined in RFP.

5.11. Insurance

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

5.12. Force Majeure

5.12.1. Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence of a Force Majeure event which is beyond the control of any of the Parties, including, but without limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, pandemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.

5.12.2. If a Force Majeure arises, the Successful bidder shall promptly notify IHMCL in writing of such condition and the cause thereof. Unless otherwise directed by IHMCL, the Successful bidder shall continue to perform his obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Parties shall be excused from performance of their respective obligations in whole or part as long as such Force Majeure event continues to prevent or delay such performance by the Parties. However, in case such Force Majeure event lasts for a continuous period of 60 days, either Party may terminate the Contract.

5.13. Indemnification

5.13.1. The successful bidder shall indemnify, defend, save and hold harmless, IHMCL, NHAI and MoRTH and their officers, employees, servants, and agents (hereinafter referred to as the "IHMCL Indemnified Persons"), but **excluding any service provider to IHMCL who develops, operates or maintains their proprietary solution on the infrastructure provided by the bidder**, against any direct loss, damage, claims, cost and expense of whatever kind and nature (including without limitation, legal fees, claims and expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of or are based upon any order passed by any statutory authority including Courts, tribunals or other judicial/quasi-judicial authorities, on account of breach of the Successful Bidder's obligations under this Contract or any other related agreement or otherwise, any fraud or negligence attributable to the Successful bidder or its Agents under contract or tort or on any other ground whatsoever, all eventualities of theft, dacoity, robbery, etc., except to the extent that any such suits, proceedings, actions, demands and claims has arisen due to any breach or default of this Contract on the part of IHMCL Indemnified Persons.

5.13.2. The Successful Bidder shall indemnify IHMCL Indemnified Persons from all legal obligations in respect of professionals deployed by the Successful Bidder. IHMCL Indemnified Persons shall also stand absolved of any liability on account of death or injury sustained by the Successful Bidder's workmen, staff/employees during the performance of their work and also for any damages or compensation due to any dispute between the Successful Bidder and its workmen, staff/ employees.

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

5.13.4. The provisions of Clause 5.13 shall survive termination.

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

5.14. Termination

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

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

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

a) The successful bidder fails to carry out any obligation under the Contract.

b) The successful bidder submits the IHMCL a statement which has a material effect on the rights, obligations, or interests of the IHMCL and which the Successful Bidder knows to be false.

c) The successful bidder without reasonable excuse fails to commence the work in accordance with relevant clauses.

d) Has failed to furnish the required securities or extension thereof in terms of the Contract.

e) The successful bidder stops work and the stoppage has not been authorized by IHMCL;

f) The successful bidder at any time during the term of the Contract becomes insolvent or winds up its business or makes a voluntary assignment of its assets for the benefit of its creditors.

g) If the successful bidder, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract.

h) More than **three instances where penal levies have to be deducted by IHMCL on account of poor performance** as mentioned in RFP.

i) Notwithstanding anything stated in this Agreement, in the event that any of the defaults (“Fundamental Breach”) specified above shall have occurred, IHMCL shall provide 30 days’ notice period to the Successful Bidder [hereinafter referred to as "Cure Period Notice").

j) If the Successful Bidder fails to cure the default within the Cure Period, the Successful Bidder shall be deemed to be in default of this Agreement [the "Successful Bidder’s Default"), unless the default has occurred solely as due to Force Majeure or for reasons not attributable to the Successful Bidder. The Cure Period under this Clause shall be calculated from the date of issuance of the notice to the Successful Bidder or when the default comes into the knowledge of the Service Provider, whichever is earlier.

5.14.4. The Successful bidder sub-contracts any assignment under this Agreement without written approval of IHMCL.

5.14.5. Any other fundamental breaches as specified in the RFP.

5.14.6. Notwithstanding the above, IHMCL may terminate the Contract in its sole discretion by giving 30 days prior notice without assigning any reason. In the event of such a termination, compensation to the successful bidder shall be calculated based on the Termination Payment clause.

5.14.7. Upon Termination (except on account of expiry of Term of this Agreement, Force Majeure or under clause 5.14.6 above), IHMCL shall be entitled at the sole discretion to:

a) appropriate the entire Performance Security or a part thereof as Damages; and

b) Debar / Blacklist the Successful bidder from participating in any other project / assignment / work of IHMCL for a period as determined by IHMCL in its sole discretion.

Without prejudice to any other rights or remedies which IHMCL may have under this Agreement, upon occurrence of Successful bidder's Default, IHMCL shall be entitled to terminate this Agreement by issuing a Termination Notice to the Successful bidder; provided that before issuing the Termination Notice, the IHMCL shall by a notice inform the Successful bidder of its intention to issue such Termination Notice and grant 15 (Fifteen) days to the Successful bidder to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice

5.15. Appropriation of Performance Security

5.15.1. Upon failure of the Successful bidder to commence the services, for any reason whatsoever, within the period set forth in this Contract or the extended period thereunder, IHMCL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to levy Damages as per Clause 5.9 of this RFP document.

5.15.2. IHMCL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages or any other amounts payable to IHMCL under this Contract as and when such Damages or other amounts become due and payable. Upon such encashment and appropriation from the Performance Security, the Successful bidder shall, within 10 days thereof, replenish, in case of partial appropriation, to its original level of the amount guaranteed under the Performance Security, and in case of appropriation of the entire Performance Security, provide a fresh Performance Security, as the case may be failing which IHMCL shall be entitled to terminate this Agreement in accordance with clause 5.14 hereof.

5.16. Change Control Note (CCN)

5.16.1. This applies to and describes the procedure to be followed in the event of any proposed change to contract, site Implementation, and Service levels. Such change shall include, but shall not be limited to, changes in the scope of services provided by Successful bidder and changes to the terms of payment.

5.16.2. Change requests in respect of the contract, the site implementation, or the Service levels shall emanate from the Parties' representative who shall be responsible for obtaining approval for the change and who shall act as its sponsor throughout the Change Control Process and shall complete Part A and B of the CCN as appropriate (Annexure 14). CCNs shall be presented to the other Party's representative who shall acknowledge receipt by signature of the authorized representative of the Purchaser.

5.16.3. Successful bidder and Authority while preparing the CCN, shall consider the change in the context of whether the change is beyond the scope of Services including ancillary and concomitant services required.

5.16.4. The CCN shall be applicable for the items which are beyond the stated / implied scope of work as per the RFP document.

5.17. Insurance

5.17.1. Insurance during the Contract Period

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

(a) Successful bidder's all risk insurance with IHMCL as co-beneficiary;

(b) Comprehensive third party liability insurance with the IHMCL as co-beneficiary;

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

5.17.2. Evidence of Insurance Cover

(a) The Successful bidder shall, from time to time, provide to IHMCL copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with Contract Agreement.

5.17.3. Application of Insurance Proceeds

(a) All moneys received under insurance policies shall be promptly applied by the successful bidder towards repair or renovation or restoration or substitution of the Project.

5.17.4. Validity of Insurance Cover

The Successful bidder shall pay the premium payable on such insurance Policy / Policies so as to keep the insurance in force and valid throughout the Contract Period and furnish copies of the same to IHMCL for each year/policy period.

5.18. Miscellaneous

5.18.1. Standard of Performance

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

5.18.3. Representations and Warranties of the Parties

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

  i. it is duly organized and validly existing under the applicable laws, and has full power and authority to execute and perform its obligations under this Contract and to carry out the Scope of Work/transactions contemplated herein this Contract and nothing material has been concealed by the Successful bidder;

  ii. it has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this Contract and to validly exercise its rights and perform its obligations under this Contract;

  iii. this Contract constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Contract will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;

  iv. the information furnished in the Bid and as updated on or before the date of this Contract is true and accurate in all respects as on the date of this Contract;

  v. the execution, delivery and performance of this Contract will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

  vi. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Contract or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Contract;

5.18.4. Waiver of immunity

a) Each Party unconditionally and irrevocably:

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

  ii. agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Contract or any transaction contemplated by this Contract, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;)

  iii. waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and

  iv. consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

5.18.5. Waiver

a) Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Contract:

   i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Contract;

   ii. shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and

   iii. shall not affect the validity or enforceability of this Contract in any manner.

b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Contract or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

5.18.6. Liability for review of Documents

a) Except to the extent expressly provided in this Contract:

   i. no review, comment or approval by IHMCL, any document submitted by the Successful bidder nor any observation or inspection of the Services performed by the Successful bidder nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Successful bidder from its obligations, duties and liabilities under this Contract, the Applicable Laws and applicable permits; and

   ii. IHMCL shall not be liable to the Successful bidder by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

5.18.7. Exclusion of implied warranties etc.

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

5.18.8. Survival

a) Termination shall:

  i. not relieve the Successful bidder or IHMCL, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and

  ii. except as otherwise provided in any provision of this Contract expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

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

5.18.9. Entire Agreement

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

5.18.10.Severability

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

5.18.11.No partnership

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

5.18.12. Third parties

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

5.18.13. Successors and Assigns

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

5.18.14.Dispute resolution procedure

i. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably.

ii. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith. In the first instance, the Dispute shall be referred to the Chairman of the IHMCL and the Chairman of the Board of Directors (or equivalent) of the successful bidder or their nominees for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (Seven) business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (Seven) business day period or the Dispute is not amicably settled within 15 (Fifteen) days of the meeting or such longer period as may be mutually agreed by the Parties, either Party may refer the dispute to arbitration.

iii. Any dispute which is not resolved amicably shall be finally settled by arbitration to be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996.

iv. Each party shall nominate one arbitrator on their behalf, and a third arbitrator shall be appointed from the Indian Council of Arbitration based at New Delhi with the concurrence of either arbitrator.

v. The venue of such arbitrations shall be Delhi.

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

5.18.15.Compensation for Breach

a) Compensation for default by the Successful Bidder

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

ii. Without limiting generality of the Clause 5.18.15 (i), the Successful Bidder shall pay to IHMCL by way of compensation, all direct costs suffered or incurred by IHMCL incurred as a result of any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of , or based upon:

a) any untrue statement or misrepresentation of a material fact provided by the Successful Bidder or an omission to state a material fact required to be communicated.

b) any non-performance or breach of the roles, responsibilities, representations, warranties, undertakings, and declarations contained herein by the Successful Bidder or its directors, employees, personnel or representatives, as the case may be.

c) Negligence, fraud, or misconduct of the Successful Bidder or any of its employees, agents, affiliates or advisors.

5.18.16.Limitation of Liability

5.18.16.1.1. The Successful Bidder's liability under this Contract shall be determined as per Applicable law. The Successful Bidder shall be liable to IHMCL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Successful Bidder its affiliates, subsidiaries, stockholders, subcontractors, suppliers, directors, officers, employees, assigns and agents, including loss caused to IHMCL on account of defect in goods or deficiency in services on the part of Successful Bidder or his agents or any person / persons claiming through or under said Successful Bidder.

5.18.16.1.2. Notwithstanding anything stated herein above, the liability for Successful bidder shall NOT exceed ten times the value of Performance Bank Guarantee amount.

This limitation of liability shall not affect Successful bidder's liability, if any, for direct loss or damage to Third Parties caused by Successful bidder or any person or company acting on behalf of Successful bidder in carrying out the Services. The Successful bidder is advised to take necessary measures, such as insurance, etc. to cover any direct loss or damages to third party impacted by the services of Successful bidder.

5.18.17.Intellectual Property Rights

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

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

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

5.18.18.Limitation of purpose of data supplied / acquired

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

5.18.19.Notices

a) Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Contract shall be in writing and shall:

   i. in the case of the Successful bidder, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Successful bidder may from time to time designate by notice to IHMCL; provided that notices or other communications to be given to an address outside Delhi may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Successful bidder may from time to time designate by notice to IHMCL;

   ii. in the case of IHMCL, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the COO of IHMCL with a copy delivered to IHMCL Representative or such other person as IHMCL may from time to time designate by notice to the Successful bidder; provided that if the Successful bidder does not have an office in Delhi it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and

   iii. any notice or communication by a Party to the other Party given in accordance herewith shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

5.18.20.Sub-Contracting

The successful bidder should not sub-contract the work for provision of servers to any other CSP/vendor, the bidder should have capability to fulfill entire scope on its own.

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

5.18.21.Confidentiality of the Assignment/Findings

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

5.18.22.Modification

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

5.18.23.Language

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

6. Scope of Work

6.1. Project Background

Indian Highways Management Company Limited is mandated to ensure smooth operations of toll plazas on all National Highways in India in addition to any roads assigned to it by States with identical mandate.

IHMCL has engaged a separate agency for setup and operationalize of a Toll Management Control Centre (TMCC) at its office in New Delhi. The TMCC project aims to cover the following components: -

- **Central Real-time Monitoring System** – Real-time data feeds from various toll plazas for remote monitoring and health status of critical equipment at fee plazas through IoT Sensors.
- **Toll Data Lake** – Enterprise data consolidation and repository for all data related to toll collection, FASTag mapper, TMS data from toll plazas, POS Data, My FASTag App data, Live feeds from toll plaza, Traffic Survey data, Sukhad Yatra Mobile App, TIS, etc.
- **AI based Video Analytics Solution –** AI software which can automatically count and classify the vehicles through the available video feeds.
- **Cloud-based Data Analytics Tool –** Tool to process and carry out various analyses of high-volume data by using cloud computing.
- **Management Dashboard** – Access to critical as well as consolidated data to NHAI/IHMCL for efficient decision making and directions.
- **24X7 Operations team** – Adequate manpower to keep a close watch on the performance of toll plazas and prepare various MIS reports through Central Command Centre available at NHAI HQ.

Many of these applications need advanced cloud-based storage as well as processing abilities for live video feeds from CCTV cameras installed at toll plazas. To this extent, IHMCL proposes to engage a CSP to provide Cloud Services as mentioned in this RFP.

6.2. Scope Overview

The selected CSP shall:

6.2.1. Provide hosting space in line with the requirements provided in the below section (Section 6.3)

6.2.2. Migrate existing applications to the server (future requirement) - IHMCL is currently running the VMS service on dedicated server. It is planned to migrate the services to Cloud in future. The selected CSP should migration the existing VMS solution to cloud, if required. Further, the CSP should be able to accommodate additional cloud hosting requirements in future.

6.2.3. Provide abilities for video analytics at the server end (hardware component only, software component to be provided for by other vendors appointed specifically for the purpose)

6.2.4. Ensure 99.95 percent uptime, secure access & backup and restore recovery abilities

6.2.5. Services shall be retained for a period of 5 (Five) years, extendable by periods of 2 (Two) years on same terms and conditions subject to IHMCL making such an offer at its sole discretion. The performance of the vendor during the period of the contract shall play an important role in determining such extensions.

6.2.6. The services shall be hired on “Pay-As-You-Go” model. The requirement mentioned in clause 6.3 may vary depending on the usage and traffic. In case, variance is carried out, the quoted price along with related terms and conditions shall apply.

6.2.7. An application load balancer needs to be provisioned to balance the load between all available application servers and the database server. The virtual machines (application servers) should be configured in separate availability zone.

6.2.8. Web Application Firewall to create rules to protect TMCC Application or any other application hosted on CSPs cloud from unwanted web traffic, hacks, brute force attacks, cross-site scripting, SQL injection, and other common exploits.

6.2.9. The selected bidder shall provide a mapping of the service levels (objectives & targets) relevant for cloud services in the RFP to the current service levels offered by the CSP. Under no circumstances shall the current service levels offered be degraded than those indicated in this RFP.

6.2.10. The successful bidder will submit the cloud infrastructure usage report on a monthly and quarterly basis. During the currency of the contract if the usage of a resource goes beyond 70% then IHMCL reserves the right to increase the quantity to meet the usage demands at the agreed price along with related terms & conditions.

6.2.11. The successful bidder would be required to create and maintain a Helpdesk / telephonic number and email-based ticketing system that will resolve problems and answer queries. The help desk support to users shall be provided on 24 x 7 x 365 basis over telephone, chat and ticketing system.

6.2.12. The Successful bidder shall be responsible for provisioning of adequate Internet Bandwidth and connectivity to fetch data from NPCI through leased line connectivity of at least 8 Mbps. The cost for connectivity shall be borne by successful bidder.

6.2.13. The proposed application cloud environment should provide flexibility to scale the environment vertically and horizontally:

- Vertically: Upscale / downscale the solution to higher configuration Virtual Machines/Instances (i.e. VMs with different combinations of CPU and Memory)
- Horizontally: Add more Virtual Machines / Instances of the same configuration into a load balanced pool.

6.2.14. Project Handover - Hand-over of the system at the end of contractual period along with all documentation before the expiry of the contract:

- Information relating to the current services rendered and data relating to the performance of the services; Entire documentation relating to various components of the Project, any other data and confidential information related to the Project;
- All other information (including but not limited to documents, records and agreements) relating to the products & services related to the project to enable IHMCL/NHAI and its nominated agencies, or its replacing CSP to carry out due diligence in order to transition the provision of the Project Services.

6.3. Server Requirement

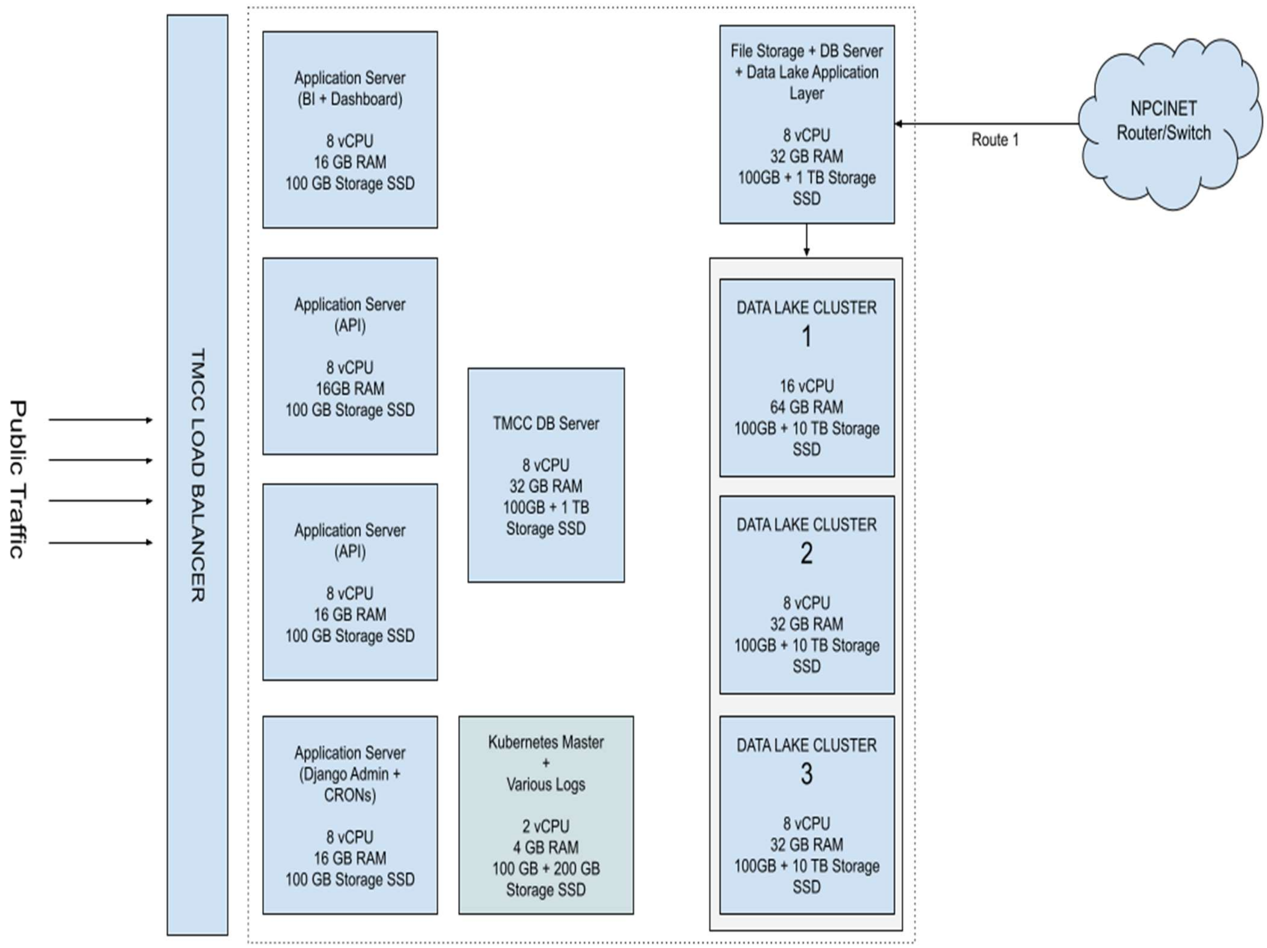
6.3.1. Requirement

Type of resource	TYPE of Server	Configuration	Platform	Count
LOAD Balancer				1
VM	Application Server	8 vCPU 16 GB RAM 100 GB Storage	UBUNTU	4
VM	Application Server	2 vCPU 4 GB RAM 100 GB + 200 GB Storage	UBUNTU	1
VM	Database Server	8 vCPU 32 GB RAM 100 GB + 1 TB Storage	UBUNTU	2
VM	Application Server	16 vCPU 64 GB RAM 100 GB + 10 TB Storage	UBUNTU	1
VM	Application Server	8 vCPU 32 GB RAM 100 GB + 10 TB Storage	UBUNTU	2

VM	GPU Server	•For 20 Live Feeds: •8+ core CPU •32 GB RAM •1x Nvidia Tesla T4 GPU •1 TB SSD (RAID 1) Count – 1 per 20 video streams	UBUNTU	1
VM	GPU Server	•For 40 Live Feeds: •12+ core CPU •64 GB RAM •2x Nvidia Tesla T4 GPU •1.5 TB SSD (RAID 1) Count – 1 per 20 video streams	UBUNTU	1

* All the servers must be available with inter-connectivity of a local lane.

TMCC Server Architecture


Public Traffic
TMCC LOAD BALANCER
Application Server (BI + Dashboard) 8 vCPU 16 GB RAM 100 GB Storage SSD
Application Server (API) 8 vCPU 16GB RAM 100 GB Storage SSD
Application Server (API) 8 vCPU 16 GB RAM 100 GB Storage SSD
Application Server (Django Admin + CRONs) 8 vCPU 16 GB RAM 100 GB Storage SSD
TMCC DB Server 8 vCPU 32 GB RAM 100GB + 1 TB Storage SSD
Kubernetes Master + Various Logs 2 vCPU 4 GB RAM 100 GB + 200 GB Storage SSD
File Storage + DB Server + Data Lake Application Layer 8 vCPU 32 GB RAM 100GB + 1 TB Storage SSD
Route 1
NPCINET Router/Switch
DATA LAKE CLUSTER 1 16 vCPU 64 GB RAM 100GB + 10 TB Storage SSD
DATA LAKE CLUSTER 2 8 vCPU 32 GB RAM 100GB + 10 TB Storage SSD
DATA LAKE CLUSTER 3 8 vCPU 32 GB RAM 100GB + 10 TB Storage SSD

6.3.2. Cloud based Storage Requirement.

The bidder shall be responsible for provisioning the underlying system software, infrastructure, bandwidth, and cloud services for deployment, migration and hosting of the application. While the minimum required compute, storage is provided in the RFP, it is expected that compute, storage, and bandwidth requirements may be auto-scaled (additional capacity based on the demand and auto-scaling rules) over the period of the contract in line with the transaction load to meet the SLA requirements. In addition to the production environment, the CSP shall also provision for the test and training environments on the cloud.

The CSP will be responsible for adequately sizing the necessary compute, memory, and storage required, building the redundancy into the architecture (including storage) and load balancing to meet the service levels mentioned in the RFP. While the initial sizing & provisioning of the underlying infrastructure (including the system software and bandwidth) may be carried out for the first year; subsequently, it is expected that the CSP, based on the growth in the user load (peak and non-peak periods; year-on-year increase), will scale up or scale down the compute, memory, storage, and bandwidth requirements to support the scalability and performance requirements of the solution and meet the SLAs.

The backup and recovery need to be provisioned in cloud as well, meeting all the service requirements as per defined parameters for RTO and RPO. In case of failure, automated processes should move customer data traffic away from the affected area. Applications should be deployed in such a way that that in the event of a data center failure, there is sufficient capacity to enable traffic to be load balanced to the remaining sites. The Cloud Service Provider/ Managed Service Provider should provide adequate bandwidth between the Data Center Facilities to provide business continuity.

The public facing services shall be deployed in a zone (DMZ) different from the application services. The Database nodes (RDBMS) should be in a separate subnet with higher security layer. The UAT and training portals on the cloud should be separate from the production portal in a different subnet than the production environment and setup such that users of the environments are in separate networks.

This is to clarify that Successful Bidder shall be responsible to deliver all Cloud Service Offerings as set out in the RFP, either directly or through the CSP (in case of Authorized dealer/reseller of CSP)

The proposed solution should adhere to the following principles.

6.3.2.1.1. Software defined element

More software-defined component stack is crucial to the long-term evolution of an agile business. By separating service management from the physical infrastructure, data centers become more agile than ever before. The following salient features should be a part of such a design-

1. Automated –
    a. Virtual Machine Provisioning
    b. Storage-tier Provisioning
    c. Dynamic Network Provisioning
    d. Backup and Restore
    e. Monitoring

2. Secure separation and application micro-segmentation
3. Metering and usage transparency
4. High Availability and Resilient Infrastructure – Simplifies the architecture needed to support business continuity and automation of the backup and restore process.
5. Capability for connectivity to other public cloud
6. Hybrid Cloud Workload Migration – There should also be provision to integrate existing DB hosted on IHMCL premises with the Application servers hosted in cloud environment through a Private/Public connectivity. CSP will provide access points / POP for the same.

6.3.2.1.2. Orchestration & Automation

1. Better workflow orchestration and automation services
2. Resources to be provisioned and de-provisioned dynamically.
3. Users to be load-balanced intelligently.
4. Administrators to be able to focus on providing even greater levels of efficiency.

6.3.2.1.3. Scalability / Scale out

1. All components of the CSP must support scalability to provide continuous growth to meet the requirements.
2. A scalable system is one that can handle increasing numbers of requests without adversely affecting the response time and throughput of the system.
3. The CSP should support both vertical (the growth of computational power within one operating environment) and horizontal scalability (leveraging multiple systems to work together on a common problem in parallel).
4. A scalable Data Center shall easily be expanded or upgraded on demand. Scalability is important because new computing component is constantly being deployed, either to replace legacy component or to support new missions.
5. The future scalability of application workloads other than defined in this RFP needs to be considered.

6.3.2.1.4. High Availability & Redundancy

1. High Availability is a key requirement. The CSP must provide users (internal & external) with timely and continuous access to information 24x7. The architecture must also be able to rebound or recover from any planned or unplanned system downtime, ensuring a minimal impact on the operations.
2. All components of the CSP must provide adequate redundancy to ensure high availability of the applications and other Data Center services.
3. Designing for availability assumes that systems will fail, and therefore the systems are configured to mask and recover from component or server failures with minimum application outage.

6.3.2.1.5. Interoperability

1. The entire CSP's system / subsystem should be interoperable, in order to support information flow and integration.
2. The systems should also support the open architecture solutions where information / data

can be ported to any system, whenever desired.

6.3.2.1.6. Back-up

1. Data and information are resources that are extremely valuable for the organization; hence data management processes must be in place to maintain the data.
2. The CSP should provide relevant tools and services for backup, migration and replication of applications / data.
3. The backup should be incremental & differential.
4. Backup solution should take consistent Application and Database backups.
5. Duration for retention of On-Cloud backup should be 3 months.
6. Configure, schedule, monitor and manage backups of all the data including but not limited to files, images and databases as per best industry practices.
7. Administration, tuning, optimization, planning, maintenance, and operations management for backup and restore.
8. Provision capacity for backup and restore, as required.
9. Perform backup on the next scheduled backup window in case of any scheduling conflicts between backup and patch management.
10. IHMCL reserves the right to retain the full copies of the virtual machines at any time.
11. The client should be able to import their existing image to VMs / Instances.
12. Cloud service should support restoring a DB instance to a specific date and time.
13. Cloud service should support creating a DB snapshot and restoring a DB instance from a snapshot.
14. While it is important to transform Storage, it is also more important to ensure all the services are getting properly backed up by CSP. For the same, it is important to establish proper policies, by assessing and analyzing the environment and ensuring that the data for which backup is not required is either purged or archived depending upon criticality of data.
    a. Tapeless backup (Disk to disk to tape)
    b. Fast restore
    c. Intelligent backup (More deduce & compression)
    d. Low Operational efforts
15. Data backup will also be required to be taken on the area designed by IHMCL. The complete provisioning and maintenance will be done by the successful bidder. The data should be usable with system defined at any point of time.

6.3.2.1.7. Business Continuity Services

The CSP shall provide business continuity services in case the primary site becomes unavailable.

6.3.2.1.8. Security Requirements

The CSP shall implement the following security features:

a. Identity and Access Management (IAM) that allows controlling the level of access to the users to the CSPs infrastructure services. With IAM, each user can have unique security credentials, eliminating the need for shared passwords or keys and allowing the security best practices of role separation and least privilege.

b. Secure Access – Customer access points, also called API endpoints, to allow secure HTTP access (HTTPS) so that the departments can establish secure communication sessions with Cloud services using Secure Sockets Layer (SSL) / Transport Layer Security (TLS).
c. Virtual Private Cloud with Private Subnets and Built-in Firewalls to control how accessible the instances are by configuring built-in firewall rules.
d. Multi-Factor Authentication (MFA)
e. Data Encryption – Client Side and / or Server-Side Encryption as required
f. Dedicated Network Connection using industry-standard 802.1q VLANs.
g. Dedicated, Hardware-Based Crypto Key Storage Option for using Hardware Security Module (HSM) appliances
h. Centralized Key Management
i. DDoS Protection
j. Appropriately configure the security groups in accordance with the NHAI/IHMCL'S networking policies.
k. Regularly review the security group configuration and instance assignment in order to maintain a secure baseline.
l. Secure and appropriately segregate / isolate data traffic/application by functionality using DMZs, subnets etc.
m. Ensure that the cloud infrastructure and all systems hosted on it, respectively, are properly monitored for unauthorized activity.
n. Properly implementing anti-malware and host-based intrusion detection systems on their instances, as well as any required network-based intrusion detection systems.
o. Conducting regular vulnerability scanning and penetration testing of the systems.
p. Review the audit logs to identify any unauthorized access to the IHMCL systems.

6.3.2.1.9. Third Party Audit

The CSP shall enable the logs and monitoring as required to support for third party audits.

6.3.2.1.10. Reporting Services

The CSP should provide:

a. Relevant reports including real time as well as past data / information / reports for IHMCL.
b. Track system usage and usage reports
c. Logs of backup and restoration undertaken report.
d. Component-wise Virtual machines availability and resource utilization report
e. Consolidated SLA / Non- conformance report
f. CRUD Operations: Successful bidder to Create, Read, Update, Delete, users based on

roles & rights defined by User Department.

g. Prepare Monitoring Reports
h. Prepare SLA Reports
i. Prepare Backup Reports
j. Prepare VMs Status reports
k. Provisioning / De-provisioning of VMs
l. Creating templates for VMs
m. Make changes in configurations for user administration.
n. Monitoring, managing and administering the monetary terms of SLAs and other billing related aspects.
o. Provide the relevant reports including real time as well as past data / information / reports for IHMCL to validate the billing and SLA related penalties.
p. Track system usage and usage reports

6.3.2.1.11. Monitoring Services

The CSP should perform:

a. Monitoring of the storage space / IOPS against the defined threshold limits on regular basis, configure cloud server nodes with the help of storage area network.
b. Monitoring of Service Ports
c. Monitoring of Server performance, CPU, RAM, DISK
d. Monitor performance, resource utilization and other events such as failure of service, degraded service, availability of the network, storage, database systems, operating Systems, applications, including API access.
e. Monitor Daily, weekly, monthly backup jobs as per schedule and during any unsuccessful backup the incident management process and procedures should be invoked.
f. Perform regular health checks of VMs, Storage, N/w links, etc.
g. Review the service level reports, monitoring the service levels and identifying any deviations from the agreed service levels.
h. Implement necessary tools to monitor the root cause for performance degradation of any applications.
i. Investigate outages; perform appropriate corrective action to restore the hardware, software, operating system, and related tools.
j. Provide and implement tools and processes for monitoring the availability of assigned applications, responding to system outages with troubleshooting activities designed to identify and mitigate operational issues.
k. Reviewing the service level reports, monitoring the service levels and identifying any deviations from the agreed service levels.
l. Monitoring of service levels, including availability, uptime, performance, application

specific parameters, e.g. for triggering elasticity, request rates, number of users connected to a service.

m. Detecting and reporting service level agreement infringements.
n. Monitoring of performance, resource utilization and other events such as failure of service, degraded service, availability of the network, storage, database systems, operating Systems, applications, including API access within the cloud/managed service provider's boundary.
o. CSP should provide service to have dedicated connectivity (Direct Connect) from on premise data center to cloud.
p. Direct Connect service should have flexibility to integrate/leverage ISPs MPLS connectivity.
q. The storage service should not have limitation of bandwidth.
r. CSP should have provision to host site to site VPN connectivity.
s. CSP should have provision to setup software VPN to support 5,000+ users.

6.3.2.1.12. Audit & Governance requirements

The CSP shall implement the following audit & compliance features to enable IHMCL to monitor the provisioned resources, performance, resource utilization, and security compliance:

a. View into the performance and availability of the cloud services being used, as well as alerts that are automatically triggered by changes in the health of those services.
b. Event-based alerts, to provide proactive notifications of scheduled activities, such as any changes to the infrastructure powering the cloud resources.
c. System-wide visibility into resource utilization, application performance, and operational health through proactive monitoring (collect and track metrics, collect and monitor log files, and set alarms) of the cloud resources.
d. Review of auto-scaling rules and limits.
e. Logs of all user activity within an account. The recorded information should include the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters, and the response elements returned by the cloud service. This is required to enable security analysis, resource change tracking, and compliance auditing.
f. Ability to discover all of the provisioned resources and view the configuration of each. Notifications should be triggered each time a configuration changes, and departments should be given the ability to dig into the configuration history to perform incident analysis.
g. Monitoring of cloud resources with alerts to customers on security configuration gaps such as overly permissive access to certain compute instance ports and storage buckets, minimal use of role segregation using identity and access management (IAM), and weak password policies.
h. Automated security assessment service that helps improve the security and compliance of applications deployed on cloud by automatically assessing applications for

vulnerabilities or deviations from best practices. After performing an assessment, the tools should produce a detailed list of security findings prioritized by level of severity.

6.3.2.1.13. Exit Management Services

a. These services are relevant at the end of the contract duration or in case of any mid-way termination of the contract or work order.

b. Migration of the VMs, data, content and any other assets to the new environment or on alternate CSP's offerings and ensuring successful deployment and running of the application on the new infrastructure by suitably retrieving all data, scripts, software, virtual machine images, and so forth to enable mirroring or copying.

c. The ownership of the data generated upon usage of the system, at any point of time during the contract or expiry or termination of the contract, shall rest absolutely with IHMCL.

d. The CSP should ensure that all the documentation required for smooth transition including configuration documents are kept up to date.

e. The CSP should ensure that it does not delete any data at the end of the contract without the express approval of the IHMCL.

f. Once the exit process is completed, remove the data, content and other assets from the cloud environment and destroy the VM, Content and data as per stipulations and shall ensure that the data cannot be forensically recovered.

g. The CSP should provide a comprehensive exit management plan within 90 days from the end of the contract period.

h. Carry out the migration of the VMs, data, content and any other assets to the new environment created by IHMCL or any other Agency (on behalf of the IHMCL) on alternate CSP's offerings to enable successful deployment and running of the IHMCL / NHAI solution on the new infrastructure.

i. Address and rectify the problems with respect to migration of the application and related IT infrastructure during the transition.

j. The CSP should ensure that all the documentation required for smooth transition (in addition to the documentation provided by the CSP) are kept up to date and all such documentation is handed over to IHMCL during regular intervals as well as during the exit management process.

k. Train and transfer the knowledge to the IHMCL (or any other Vendor / Agency mentioned by IHMCL) to ensure similar continuity and performance of the Services post expiry of the contract.

l. The CSP shall provide necessary handholding support (for a maximum of 30 days) to assist in transition of the services from the CSP to a replacement Successful bidder. The handholding support includes migration of the Virtual Machines, data, content and any other assets to the new environment created by the IHMCL or any Agency (on behalf of IHMCL) on alternate Successful bidder's offerings to enable successful deployment and running of the applications/website on the new infrastructure.

m. Migration of the VMs, data, content and any other assets to the new environment or on alternate cloud/managed service provider's offerings and ensuring successful deployment and running of the IHMCL's solution on the new infrastructure by suitably retrieving all data, scripts, software, virtual machine images, and so forth to enable mirroring or copying to IHMCL supplied industry standard media.

6.3.3. Migration of Existing Applications

6.3.3.1.1. **Migration Planning:** Comprehensive planning for migration of the application suite and data to the cloud including developing the migration roadmap identifying the constraints and inhibitors to cloud migration. The migration plan should also include plan for co-existence of non-cloud and cloud architectures during and after migration and test plans for verifying successful migration.

The estimated data size is provided as below –

Project Data	Estimated data size
NPCI – Overall DB size Production + Archival (ETC transaction data since inception, NETC Mapper data vehicle/FASTag details data, etc. as on bid release date)	6.05 TB
Incremental size of DB per day	6 GB (Can increase based on the volume)
Average data size per day per plaza, including the following – • Toll Transaction Size • Equipment health status per equipment (per minute) record • Event details (per 5 minutes) record As on June 2022, there are 718 NH Toll plazas.	28 MB per toll plaza
Traffic Survey Project data	1.5 TB
Other project (Mobile app, etc.) – Lumpsum	0.5 TB

6.3.3.1.2. Modifications to the applications based on:

i. Complete architectural understanding of the existing applications and processes necessary for successful migration of the applications and data as well as continued operation and maintenance of the services

ii. Analysis of the interdependencies such as application dependencies and affinities to servers, server configuration etc.

iii. Dependencies between applications and data.

iv. Requirement of any up-gradation of OS & DB to latest version available in market.

v. Design the To-Be architecture for deployment on Cloud.

vi. Provision the necessary compute & storage infrastructure on the cloud including the underlying software licenses to host the Application Suite that meet or exceed the day-1 minimum capacity.

vii. Setup of Development, Quality, Production, Backup and Recovery mechanism, Environments by provisioning the necessary compute & storage infrastructure on the cloud along with the underlying software licenses to host the Application Suite.

viii. Configuring external connections to the hosted infrastructure required to upload database backups and virtual machine (VM) images to the hosting environment.

ix. Migration of the Application Suite from the existing infrastructure to the cloud infrastructure as per the defined To-Be architecture. The migration shall also include the migration of underlying data & files from the current database(s) / storage into the database(s) / storage on the cloud.

x. The scope of bidder is to provide the Cloud Servers as specified in the along with all required licenses. The bidder is not envisaged for development of any software application through this RFP.

6.3.3.1.3. Resource Management

i. Adequately size the necessary compute, memory, and storage required, building the redundancy into the architecture (including storage) and load balancing to meet the service levels.

ii. While the initial sizing & provisioning of the underlying infrastructure may be carried out based on the information provided in the RFP, subsequently, it is expected that the vendor based on the growth in the user load (peak and non-peak periods; year-on-year increase), will scale up or scale down the compute, memory, and storage as per the performance requirements of the solution and meet the SLAs using the auto-scaling features provided by the CSP.

iii. In addition to auto-scaling, for any major expected increase in the workloads, carry out the capacity planning in advance to identify & provision, where necessary, the additional capacity to meet the user growth and / or the peak load requirements to support the scalability and performance requirements of the solution.

iv. The scaling up / scaling down (beyond the auto-scaling limits or whenever the auto-scaling limits have to be changed) has to be carried out with prior approval by the IHMCL. The Service Provider shall provide the necessary details including the sizing calculations, assumptions, current workloads & utilizations, expected growth/ demand and any other details justifying the request to scale up or scale down.

6.3.3.1.4. Patch & Configuration Management

i. Manage the instances of storage, compute instances, and network environments. This includes department-owned & installed operating systems and other system software that are outside of the authorization boundary of the CSP. Service Provider is also responsible for managing specific controls relating to shared touch points within the security authorization boundary, such as establishing customized security control solutions. Examples include, but are not limited to, configuration and patch management, vulnerability scanning, backup and restore, and protecting data in transit and at rest, host firewall management, managing credentials, identity and access management, and managing network configurations.

6.3.3.1.5. User Administration

i. Implement Identity and Access Management (IAM) that properly separates users by their identified roles and responsibilities, thereby establishing least privilege and ensuring that users have only the permissions necessary to perform their assigned tasks.

ii. Administration of users, identities and authorizations, properly managing the root account, as well as any Identity and Access Management (IAM) users, groups and roles they associated with the user account.

iii. Implement multi-factor authentication (MFA) for the root account, as well as any privileged Identity and Access Management accounts associated with it.

6.3.3.1.6. Miscellaneous

i. Advise the IHMCL on optimal operational practices, recommend deployment architectures for cloud infrastructures, design and implement automated scaling processes, day-to-day and emergency procedures, deploy and monitor underlying cloud services, performance reporting and metrics, and ensure the overall reliability and responsive operation of the underlying cloud services through both proactive planning and rapid situational response.

ii. Interface with the Cloud/Managed Service Provider(s) on behalf of the Government Department / Agency for all activities including monitoring the reports (e.g., usage, security, SLA,), raising (or escalating) tickets / incidents and tracking the same to resolution.

iii. Prepare a comprehensive O&M plan for managing the cloud services and keep it updated with any changes during the course of the project.

iv. Create and maintain all the necessary technical documentation, design documents, standard operating procedures, configurations required to continued operations and maintenance of cloud services.

6.3.4. Cloud Computing Specifications

The bidder shall comply with the following requirements:

6.3.4.1.1. General specifications

Sr. No.	Compliance Description	Compliance (Yes/No)
1.	CSP must ensure that all compute, storage, network, database and other resources are hosted within India region only. Cloud service provider also ensures that IHMCL's data must reside only in India region.	
2.	CSP should offer cloud services in high availability and redundant manner to avoid single point of failure at any point of time.	
3.	CSP should provide auto scaling support for all compute instances during peak demand as well as normal workloads to maintain stable performance of applications.	
4.	CSP should provide the minimum of 99.95 % Monthly SLA.	
5.	CSP should have capability to provide server, where customer can get the option to leverage its existing software licenses to deploy. No other customer should share the same license and IHMCL's security & operations should not be compromised.	
6.	CSP shall not take any action(s) that would cause an infringement of the Software licensing and warranties or otherwise be considered a violation of the applicable licensing and warranty terms and conditions.	
7.	The Cloud Service Provider must have connectivity from at least 2 different leading ISPs viz. BSNL/MTNL, Airtel, Vodafone, JIO, Idea, RCOM, Tata Teleservices, Railtel etc.	
8.	The CSP must have following certifications for their proposed facilities: 1. SOC1 2. SOC2 3. ISO27001	
9.	**RPO: <= 15 mins** **RTO: <= 1 hours**	
10.	CSP must have capability to Provision the Compute Instance on the fly through Console within 15 minutes.	
11.	CSP must be empaneled under MeitY (Ministry of Electronics and Information Technology) and STQC (Standardization Testing and Quality Certification) Compliant during the entire contract period.	

Sr. No.	Compliance Description	Compliance (Yes/No)
12.	For on premises IT Infrastructure ,Bidder should provide the minimum of 99.95 % Monthly SLA.	

6.3.4.1.2. Computational abilities

S. No.	Requirement	Compliance (Yes/ No)
1.	CSP should offer the following instance types – • General Purpose – optimized for generic applications and provides a balance of compute, memory, and network resources. • Memory optimized – optimized for memory applications • Compute optimized – optimized for compute applications • Storage optimized – include very fast/large amount of local storage for NoSQL databases • GPU	
2.	CSP should offer instances that provide a baseline level of CPU performance with the ability to burst above the baseline.	
3.	CSP should be able to support following Linux distributions - (Red Hat, SUSE, Ubuntu, CentOS, and Debian)	
4.	CSP should be able to support the last two major Windows Server versions (Windows Server 2012, Windows Server 2008)	
5.	CSP should be able to automatically increase the number of instances during demand spikes to maintain performance and decrease capacity during lulls to reduce costs.	
6.	Customer should be able to import their existing image and save it as a new, privately available image that can then be used to provision instances in the future.	
7.	CSP must support the ability to take an existing running instance or a copy of an instance and export the instance into a VMDK or VHD image format.	
8.	CSP should offer a simple pay-as-you-go pricing where customers can pay for compute capacity by the hour with no long-term commitments.	
9.	Compute service should provide auto-scalable, redundant, dynamic computing capabilities.	
10.	Compute service must allow resizing of compute resources (vCPU, Memory, Storage, Network, IOPS etc.) at any point of time.	
11.	Compute service should provide local storage for compute instances in case of temporary use.	
12.	Compute service should allow IHMCL authorized users to procure and provision computing services or virtual machine instances online with multi factor authentication via the SSL through a web browser	

S. No.	Requirement	Compliance (Yes/ No)
13.	CSP should provide self-service provisioning of multiple instances concurrently.	
14.	CSP should provide ability to logically group instances for applications that require low network latency and/or high network throughput.	
15.	IHMCL should be able to import own images for provisioning of compute instances over cloud. Supported image format VMDK or VHD etc.	
16.	IHMCL should able to export virtual images of running compute instances. Supported image format VMDK or VHD.	
17.	CSP should make sure that compute instances designed in such way to avoid any outage or downtime when CSP performing any maintenance activity.	
18.	CSP should ensure that if at any point, compute instance fails, it should automatically restart on healthy physical host.	
19.	Compute service should provide health status, Event and notifications of instances such as a reboot, stop/start, or retirement/terminate.	
20.	Compute service should provide support for Image backup (or snapshot) of compute instances.	
21.	Compute instances must provide anti-virus protection.	
22.	CSP shall ensure that compute instances receive OS patching, health checking, Systematic Attack Detection and backup function.	
23.	Bidder should ensure that physical core to vCPU ratio is not more than 1:2 for all proposed servers as well as additional servers required during contract period.	
24.	Bidder should also make available necessary tools for measuring vCPU performance.	
25.	CSP must provide virtual machines only on Server Class hardware for the Cloud Provisioning of IHMCL requirements.	
26.	CSP should provide sufficient swap space for servers other than proposed storage mentioned in the Price Bid.	

6.3.4.1.3. Network Services

S. No.	Requirement	Compliance (Yes/ No)
1.	CSP should be able to support multiple (primary and additional) network interfaces.	
2.	CSP should be able to support multiple IP addresses per instance. Use cases include hosting multiple websites on a single server and network appliances (such as load balancers) that have multiple private IP addresses for each network interface.	

S. No.	Requirement	Compliance (Yes/ No)
3.	CSP should support the ability to create a network interface, attach it to an instance, detach it from an instance, and attach it to another instance.	
4.	CSP should support capabilities such as single root I/O virtualization for higher performance (packets per second), lower latency, and lower jitter.	
5.	CSP should support capturing information about the IP traffic going to and from network interfaces.	
6.	CSP should be able to automatically assign a public IP to the instances.	
7.	CSP should be able to support multiple IP protocols, including TCP, UDP, and ICMP protocols.	
8.	CSP should be able to support IP address ranges specified in RFC 1918 as well as publicly routable CIDR blocks.	
9.	CSP must support IP addresses associated with a customer account, not a particular instance. The IP address should remain associated with the account until released explicitly.	
10.	CSP should be able to create a default private network and subnet with instances launching into a default subnet receiving a public IP address and a private IP address.	
11.	-IHMCL should be able to create one or more subnets within private network with a single Classless Inter-Domain Routing (CIDR) block.	
12.	CSP should support subnet level filtering – Network ACLs that act as a firewall for associated subnets, controlling both inbound and outbound traffic at the subnet level.	
13.	CSP should support adding or removing rules applicable to inbound traffic (ingress) to instances.	
14.	CSP should support adding or removing rules applicable to outbound traffic (egress) originating from instances.	
15.	CSP should support the ability to disable source/destination check on network interfaces. By default, compute instances perform source/destination checks.	
16.	CSP should support NAT instances that can route traffic from internal-only instances to the Internet.	
17.	CSP should support a hardware or software based VPN connection between the cloud provider and IHMCL data center.	
18.	CSP should support connecting two virtual networks to route traffic between them using private IP addresses.	
19.	CSP should support creating multiple VPN connections per virtual network.	
20.	CSP should support direct leased-line/MPLS connections between cloud provider and a customer datacenter, office, or colocation environment, which in many cases can reduce	

S. No.	Requirement	Compliance (Yes/ No)
	network costs, increase bandwidth throughput, and provide a more consistent network experience than Internet-based connections.	
21.	CSP should support Load balancing of instances across multiple host servers.	
22.	CSP should support multiple routing mechanism including round-robin, failover, sticky session etc.	
23.	CSP should support a front-end load balancer that takes requests from clients over the Internet and distributes them across the instances that are registered with the load balancer.	
24.	Cloud platform network should have Network load balancer and application load balancer enabled for smooth network and application functions with sufficient number of Transaction Per Second	
25.	CSP should support health checks to monitor the health and performance of resources.	
26.	Cloud service should support integration with load balancer.	
27.	The CSP should be able to provide a 10GB network connectivity between the servers if required.	
28.	Cloud platform network should provide creation of DMZ	
29.	Cloud platform network should have on demand network enhancement, maintain confidentiality and integrity of data in transit, Protect IHMCL data from unauthorized (access, authentication, disclosure, modification or monitoring)	

6.3.4.1.4. Storage block storage

S. No.	Requirement	Compliance (Yes/ No)
1.	CSP should provide ability to provision storage dynamically in different options like SSD, provisioned IOPS, File storage, cold storage etc.	
2.	CSP should provide ability to provision storage dynamically with on- demand IOPS provisioning.	
3.	CSP should provide persistent block level storage volumes for compute instances.	
4.	CSP should support solid-state drive (SSD) backed storage media that offer single digit millisecond latencies.	
5.	CSP should support the needs of I/O-intensive workloads, particularly database workloads that are sensitive to storage performance and consistency in random access I/O throughput.	

S. No.	Requirement	Compliance (Yes/ No)
6.	CSP should support encryption of data on volumes as per industry standards.	
7.	CSP should support point-in-time snapshots. These snapshots should be incremental in nature.	
8.	CSP should offer secure, durable, highly scalable object storage for storing and retrieving any amount of data from the web.	
9.	CSP should support an extremely low-cost storage service that provides durable storage with security features for data archiving and backup.	
10.	CSP should support encryption for data at rest encrypt data in object storage.	
11.	CSP should be able to send notifications when certain events happen at the object level (addition/deletion).	
12.	CSP should offer a solution for seamlessly storing cloud data from cloud backup storage or object storage to on-premises storage.	
13.	CSP should offer a simple scalable file storage service to use with compute instances in the cloud.	

6.3.4.1.5. Security & administration

S. No.	Requirement	Compliance (Y/N)
1.	CSP should design and provide the best suitable enterprise security framework to manage modern and advance security threats.	
2.	Cloud platform should provide dedicated firewall and IPS/IDS for inbound and outbound network traffic with state full policy	
3.	inspection and advance threat protection, Enterprise class Sandbox for advance attack with integration email and other security controls. Platform should have dashboard for Security Problem identification and monitoring security issues. Platform should easy to configurable with fewer efforts, policy based and online configuration impact analysis.	
4.	Cloud platform should provide the reverse proxy to protect internal application on web and also provide NAT functionality	
5.	Cloud platform should provide edge to edge security, visibility and carrier class threat management and remediation against security hazards like Denial of service, distributed denial of service, botnets etc. Also shall provide protection against network issues such as traffic and routing instability.	
6.	Cloud platform should provide web application filter for OWASP top ten protection and have layer 7 application load balancing which support content based routing (Host and path based routing), SSL certificate configuration per Application, health	

S. No.	Requirement	Compliance (Y/N)
	check of application server per port basis, SSL offloading ,HTTP and HTTPs session management and monitoring .End user shall not be hamper while failover .	
7.	Cloud platform should provide the scalable domain name system service with advance security features, DNS load balance, Private DNS, DNS failover, support multiple Zones, Geo DNS, and DNS query management and monitoring.	
8.	Cloud platform should have scalable security information and event management system for the entire IHMCL cloud platform for accurate threat detection, analysis and provide reports out of the box such as ISO 27001 and SOC 2 or higher reports.	
9.	Cloud platform security solution should have access from http, https, CLI and have own management console and dashboards for security monitoring.	
10.	Cloud Platform security solution should work in High availability with active –active and active passive and clustering	
11.	Cloud platform should size the solution so that 40 % resources like CPU, RAM, and HDD etc. shall free all the time	
12.	Cloud platform should provide all the license and functionality from day one	
13.	CSP should provide the customer service portal for call logging, view licenses, support Agreement, update download.	
14.	CSP should offer a service that provides resource inventory, configuration history, and configuration change notifications to enable security and governance.	
15.	CSP should provide the ISMS services security certification, certification audit and regular internal audits for IHMCL cloud platform and ISMS document creation, updating and management.	
16.	CSP should Perform VAPT(Vulnerability assessment and Penetration Testing) every six month and submit the reports including corrective actions	

6.3.4.1.6. Security and administration – Independent Third Party Assurance Programs

S. No.	Requirement	Compliance (Yes/ No)
1.	CSP should meet a broad set of international and industry-specific compliance standards: ISO 27001, ISO 27017, ISO 27018, SOC 1, SOC 2, and SOC 3.	

6.3.4.1.7. Deployment and Management

S. No.	Requirement	Compliance (Yes/ No)
2.	CSP should offer a service to quickly deploy and manage applications in the cloud by automatically handling the deployment, from capacity provisioning, load balancing, auto-scaling to application health monitoring.	
3.	CSP should support a wide variety of platforms from Java and .NET to Google Go.	
4.	CSP should support Windows, Linux, and Docker containers.	
5.	CSP should support various deployment mechanisms, including a Git repository, or an integrated development environment (IDE) such as Eclipse or Visual Studio.	
6.	CSP should support SSL connections.	
7.	CSP should support application source versioning. This would be useful for applications that have been updated and need to be redeployed.	
8.	CSP should support automatically launching or terminating instances based on the parameters such as CPU utilization defined by users.	
9.	CSP should support swapping IP addresses between staging and production environments so that a new application version can be deployed with zero downtime.	
10.	CSP should offer a service to create a collection of related resources and provision them in an orderly and predictable fashion using a template.	
11.	CSP should use a template, a JSON-format, text- based file that describes all the resources required for an application. The resources in the template should be managed as a single unit.	
12.	CSP should support parameterization for specific configuration.	

6.3.4.1.8. Application Services

S. No.	Requirement	Compliance (Yes/ No)
1.	CSP should offer a search service in the Cloud that makes it simple and cost-effective to set up, manage, and scale a search solution for websites or applications.	
2.	CSP should offer a fast, reliable, scalable, fully managed message queuing service.	
3.	CSP should offer a fast, flexible, fully managed push notification service that lets users send individual messages or to fan-out messages to large numbers of recipients.	
4.	CSP should offer a cost-effective outbound-only email-sending service.	

6.3.4.1.9. Hybrid Integration

S. No.	Requirement	Compliance (Yes/ No)
1.	CSP should be able to extend customer's data center to the cloud and enable communication with their own network over an IPsec VPN tunnel.	
2.	CSP should provide mechanisms to establish private connectivity between the cloud environment and a customer data centre, office, or colocation environment.	
3.	CSP should allow customers to import VMs from a virtualization environment such as Citrix Xen, Microsoft Hyper- V, or VMware vSphere.	
4.	CSP should allow customers to export instances to their on-premises virtualization environments.	
5.	CSP should be able to integrate with existing on premise Active Directory.	
6.	CSP should be able to support IP address ranges specified in RFC 1918 as well as publicly routable CIDR blocks.	
7.	CSP should offer a service to automatically replicate data from on-premises to cloud for restore purposes.	
8.	CSP should offer a service with ability to take regular and scheduled back of on-premises servers.	
9.	CSP should support multi-factor authentication. MFA requires users to prove physical possession of a hardware or virtual MFA device by providing a valid MFA code.	
10.	CSP should offer management and monitoring plugins for management solutions from multiple vendors.	
11.	CSP should offer a service to automate operational tasks like software configurations, package installations, and database setups for servers running on-premises or in the cloud.	
12.	CSP should offer a service that automates code deployments to servers running on-premises or in the cloud.	
13.	CSP should allow customers to import VMs from a virtualization environment such as Citrix Xen, Microsoft Hyper- V, or VMware vSphere.	
14.	CSP should allow customers to export instances to their on-premises virtualization environments.	
15.	CSP should be able to integrate with existing on premise Active Directory.	

S. No.	Requirement	Compliance (Yes/ No)
16.	CSP should be able to support IP address ranges specified in RFC 1918 as well as publicly routable CIDR blocks.	
17.	CSP should offer a service to automatically replicate data from on-premises to cloud for restore purposes.	
18.	CSP should offer a service with ability to take regular and scheduled back of on-premises servers.	
19.	CSP should support multi-factor authentication. MFA requires users to prove physical possession of a hardware or virtual MFA device by providing a valid MFA code.	
20.	CSP should offer management and monitoring plugins for management solutions from multiple vendors.	
21.	CSP should offer a service to automate operational tasks like software configurations, package installations, and database setups for servers running on-premises or in the cloud.	
22.	CSP should offer a service that automates code deployments to servers running on-premises or in the cloud.	

6.4. Video Analytics Application

6.4.1. Video Analytics application is build using Nvidia's DeepStream SDK. NVIDIA's DeepStream SDK delivers a complete streaming analytics toolkit for AI-based multi-sensor processing, video, audio and image understanding.

6.4.2. DeepStream is also an integral part of NVIDIA Metropolis, the platform for building end-to-end services and solutions that transform pixel and sensor data to actionable insights.

6.4.3. As video analytics application uses Nvidia's DeepStream, it can only work on Nvidia GPUs.

6.4.4. Video Analytics Requirement

Video analytics will be done on the live feed from the CCTV cameras installed on the toll plazas. Below is the specification of the live feed which can be used for video analytics:

- Video feed in RTSP protocol or any other protocol as provided by IHMCL.
- Minimum 2MP resolution (2MP = Full HD: 1920x1080) Camera
- Network based IP camera.
- Auto iris capability in camera
- Varifocal (4mm to 12+ mm) lens
- Support for both H264 and H265 compression

Video feed from CCTV cameras will be processed on Nvidia GPUs. Nvidia's Tesla categories of GPUs are recommended for Video Analytics. Therefore, Nvidia Tesla T4 GPUs will be used for video analytics. Using Nvidia T4 GPUs, video analytics application can process up to 20 live stream per GPU.

Live video feed is not being stored in any persistent storage. Live video feed will be used only for live processing. Video analytics application will process the live feed then send the analytics data to Data Lake.

6.5. Specifications

6.5.1. As provided in Section 6.3 of the RFP

6.6. SLA and Penalties

The successful bidder shall adhere with timelines as specified in Section 5.6.4.

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

- Rs. 10,000/- per week of delay in completion of activity.

6.6.2. The availability of the cloud infrastructure should be 99.95%.

6.6.3. The key service level objectives that relate to the cloud service are indicated below:

6.6.3.1.1. The SLA parameters shall be monitored on a monthly and quarterly basis. However, if the performance of the system / services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of IHMCL, then the IHMCL will have the right to take appropriate disciplinary actions including termination of the contract.

6.6.3.1.2. The full set of service level reports should be available to the IHMCL on a monthly and quarterly basis based on the project requirements.

6.6.3.1.3. The Monitoring Tools shall play a critical role in monitoring the SLA compliance and hence will have to be customized accordingly. The CSP shall make available the Monitoring tools for measuring and monitoring the SLAs. The CSP may deploy additional tools and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. The tools should generate the SLA Monitoring report in the end of every month and every quarter which is to be shared with the IHMCL on a monthly and quarterly basis. IHMCL shall have full access to the Monitoring Tools / portal (and any other tools / solutions deployed for SLA measurement and monitoring) to extract data (raw, intermediate as well as reports) as required during the project.

6.6.3.1.4. In case of default on any of the service level metric, the CSP shall submit performance improvement plan along with the root cause analysis for the IHMCL approval.

6.6.3.1.5. In case these service levels cannot be achieved at service levels defined in the agreement, IHMCL shall invoke the performance related penalties. Payments to the Successful bidder will be linked to the compliance with the SLA metrics laid down.

6.6.3.1.6. In case multiple SLA violations occur due to the same root cause or incident then the SLA that incurs the maximum penalty may be considered for penalty calculation rather than a sum of penalties for the applicable SLA violations.

6.6.3.2. CSP shall provide an uptime of 99.95% for the provisioned cloud services, which shall be calculated on monthly and quarterly basis. The Uptime is equal to total contracted hours less downtime during the period. The Downtime is the time between the non-availability of services and time of restoration of services within the contracted hours. If the bidder fails to maintain guaranteed uptime of 99.95% on monthly basis, IHMCL shall impose penalty. If the uptime is below 99%, the IHMCL shall have full right to terminate the contract.

Availability / Uptime				
S. No.	**Service Level Objective**	**Measurement Methodology**	**Target / Service level**	**Penalty**
1	Availability / Uptime of Cloud Services Resources	Availability (as per the definition in the SLA) will be measured for each of the underlying components (e.g., VM, Storage, OS, VLB, Security Components) provisioned in the cloud. Measured with the help of SLA reports provided by the Successful bidder.	Availability for each of the provisioned resources: >=99.95%	Default on any one or more of the provisioned resources will attract penalty as indicated below. • < 99.95% & >= 99.5% (5% of the quarterly payment) • < 99.5% and >= 99.0% (10% of the quarterly payment)

6.6.4. SLA Monitoring Services

The CSP should:

1. Provide and implement tools and processes for monitoring the availability of assigned applications, responding to system outages with troubleshooting activities designed to identify and mitigate operational issues.
2. Reviewing the service level reports, monitoring the service levels and identifying any deviations from the agreed service levels.
3. Independent monitoring of service levels, including availability, uptime, performance, application specific parameters, e.g. for triggering elasticity, request rates, number of users connected to a service.
4. Receiving and processing service level reports, comparing them with SLA objectives.
5. Detecting and reporting service level agreement infringements
6. Responding to SLA infringements either as reports or detected by the CSP or IHMCL (for example, informing their end-users of service interruptions, raising a ticket, claiming service credits etc.)
7. Resolving disputes around SLA infringements

8. Provide and document patch management appropriate to all components within the CSP's boundary and to adhere to MEITY standards.
9. Monitoring of performance, resource utilization and other events such as failure of service, degraded service, availability of the network, storage, database systems, operating Systems, applications, including API access within the CSP's boundary.

6.6.5. Capping on penalties

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

6.7. IHMCL's Responsibility

6.7.1. IHMCL shall observe, undertake, comply with and perform, in addition to and not in derogation of its obligations elsewhere set out in this Agreement, the obligations set forth in this RFP document:

6.7.2. To release payments to Successful bidder in accordance with the Agreement and terms and conditions of this RFP document.

6.7.3. To reasonably cooperate with the Successful bidder to enable it to render its services in terms of the Agreement.

6.8. Successful Bidder's Responsibility

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

6.8.1. To perform the Scope of Work as set out in Section 6.

6.8.2. To be responsible for compliance with Applicable Laws;

6.8.3. To procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for, inter alia, materials, methods, processes, software, operating systems, designs, trademarks, documents and systems used or incorporated into the ETC system.

6.8.4. To provide Performance Security in the form of Bank Guarantee to IHMCL, in accordance with relevant section of RFP;

6.8.5. To carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and to observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods.

6.8.6. To keep sufficient accessories, spares, parts, etc., while discharging Scope of Work.

6.8.7. To provide onsite support for the complete system in case required by IHMCL.

6.8.8. To reasonably cooperate with IHMCL and other stakeholders concerned in relation to the matters covered under this Agreement; and

6.8.9. To be responsible for safety and security of its equipment and staff.

6.8.10. To have adequate number of resources with qualifications and skills commensurate to the job requirement and to provide support to IHMCL or to agency appointed by IHMCL.

6.8.11. To maintain adequate insurance covers to safeguards its interest regarding any loss/damage/theft to its equipment and or personal during conduct of the assignment.

6.8.12. Indemnify IHMCL against any damage/loss of property or personal of the agency during conduct of assignment.

6.8.13. Sign the Non-Disclosure Agreement (NDA) with IHMCL.

7. ANNEXURE

7.1. Annexure 1: Bid Covering Letter

(On the letterhead of the Bidder)

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

Subject: ____

Ref. No. RFP. No. ________________ dated ____________________________-

Dear Sir,

1. I/We, the undersigned, have carefully examined the contents of the document including amendments / addendums (if any) thereof and undertake to fully comply and abide by the terms and conditions specified therein and hereby submit our application. Our application is unconditional and unqualified.

2. I/We undertake that, in competing for (and, if the award is made to us), for executing the above contract, we will strictly observe the laws against fraud and corruption in force in India.

3. I/We understand that:

   a. this Bid/Proposal, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite application fee and/ or prescribed supporting document shall be summarily rejected.

   b. if at any time, any averments made or information furnished as part of this application is found incorrect, then the application will be rejected

   c. IHMCL is not bound to accept any/ all Bid (s) it will receive.

4. I/We declare that:

a) We do not have any conflict of interest in accordance Clause 3.34 (Section 3) and we or the our parent / subsidiary /sister concern company are NOT currently engaged by NHAI for user fee collection or tolling operations at any NH Fee plazas across the country as on RFP release date. We further undertake that we shall not take up activities such as user fee collection, tolling operations at NH fee plazas allocated during the Contract period.

b) I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for RFP Name _________, without incurring any liability to the Bidders, in accordance with relevant clause of the RFP Document

c) We undertake that in case, due to any change in facts or circumstances during the Bidding Process, we become liable to be disqualified in terms of the provisions of disqualification, we shall intimate IHMCL of the same immediately.

d) We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the contract is not awarded to us or our Proposal is not opened.

e) We undertake that none of the hardware / software / other component being proposed by us infringes on any patent or intellectual property rights as per the applicable laws.

f) I/We confirm that we are operating in the field of Cloud Solutions and Video Analytics Solutions for at least five (5) years as on 31 March 2021.

g) **I/We have not been *declared ineligible*** by IHMCL, NHAI or Ministry of Road Transport & Highways, Government of India or any other agency for indulging in corrupt or fraudulent practices. I/We also confirm that I/We have not been *declared as non-performing or debarred* by NHAI or Ministry of Road Transport & Highways, Government of India.

h) **I/We *haven't been blacklisted* by a Central/ State Government institution/ Public Sector Undertaking/ Autonomous body** and there has been *no litigation* with any Government Department/ PSU/ Autonomous body on account of similar services.

5. I/We declare that our bid is valid for 180 days.

Name ………………….

Designation/ Title of the Authorized Signatory…………………………

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

(To be prepared on letterhead of the Applicant)

Subject: Selection of ____________________________

1. Bidder Details
   a. Name of Applicant:
   b. Year of establishment:
   c. Registered Address:
   d. Constitution of the Applicant entity e.g. Government enterprise, private limited company, limited company, etc.
2. Address for correspondence with Telephone/ Fax numbers/ e-mail address:

(a) Authorized Person with Complete postal address:

(b) Fixed telephone number

(c) Mobile number

(d) E-mail address

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

Required Info	Documentary Evidence Attached (Yes/No, along with page no.)
Field of business	
Registration Status	
MeitY Empanelment document	
Qualifying Projects – value, client, key features	
Average Turnover	
Is Bidder debarred by any Government entity (Yes/No)	

5. Financial details / projects meeting the qualifying criteria

Name ………………….

Designation/ Title of the Authorized Signatory…………………………

7.3. Annexure 3: Undertaking

Subject: Selection of Bidder for ______________________________

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our Company/firm M/s____ have abandoned any work of National Highways Authority of India/IHMCL nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by IHMCL to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that IHMCL may ask for further qualifying information and agrees to furnish any such information at the request of IHMCL.
5. We confirm that we have not been blacklisted /debarred by any central/state Government department/organization or Quasi Government agencies of PSU.
6. We also confirm that all our servers for the purpose of this engagement will be in India.
7. We confirm that no criminal proceeding is pending against our company/firm or any of its Directors/ Partners in any court of law.
8. We also confirm that we have not been convicted by any court of law for any of the offences under any Indian laws
9. I/We confirm that we do not have a conflict of interest with the toll fee operators/contractors on the concerned toll plaza site as mentioned in eligibility criteria of RFP nor shall we undertake tolling operations during the period of Contract Agreement.
10. I/We confirm that we have requisite capability to fulfil the “Scope of Work” as laid out in this RFP.
11. I/We confirm that we will not sub-contract the work for provision of servers to any other CSP/vendor as mentioned in RFP, I/We further undertake that we have the requisite capability to execute this assignment on our own.
12. I/We have not been blacklisted by any State / Central Government Department or Central / State PSUs as on the date of the submission of the bid.
13. I/We shall handover/transfer the complete data to IHMCL or any other agency appointed by IHMCL.
14. We hereby confirm that we are complying to the technical specifications as specified in the tender document and the offer is submitted in accordance of the technical requirement. The all relevant documents in support of our claims are enclosed at the following pages:……………..________________________________

(Signed by an Authorized Officer of the bidder)

Title of Officer______________________________

Name of bidder ________________

DATE

7.4. Annexure 4:

Deleted

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

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

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

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

POWER OF ATTORNEY ON THIS .... DAY OF ...., 2022

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.

7.6. Annexure 6: Format for Performance Bank Guarantee

To,

Chief Operating Officer,

Indian Highways Management Company Ltd

G-5&6, Sector 10 Dwarka

New Delhi – 110075, India

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

" (hereinafter called the "Contract").

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

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

3. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider up to a total of ` **……./-** (Rupees **………………………**) only, such sum

being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ` **……………./-** as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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: ____

* The bank guarantee shall be verified through SFMS package.

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

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

7.7. Annexure 7: Self Certificate - Format for Project Citation by the Bidder

The details of projects executed by the Bidder:

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

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

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

Signature & Seal:

Name:

Designation:

Bidding entity’s name

Address:

Date:

7.8. Annexure 8: CSP Authorization letter

(To be submitted on CSP letterhead)

To,

Chief Operating Officer,

Indian Highways Management Company Ltd

G-5&6, Sector 10 Dwarka

New Delhi – 110075, India

Sir,

1. We <Name of Cloud Service Provider> ("CSP") empaneled with MeitY as on bid due date of this RFP do hereby authorize <Name of Service Provider> ("SP") (whose signature stands attested) to submit a proposal ('Proposal') in response to RFP issued by Indian Highways Management Company Limited (IHMCL) ('Client') on <release date of RFP>.

2. We, undertake that we conform to all the requirement/Cloud Service offerings as mentioned in the said RFP and do undertake to ensure the security requirement as specified in the RFP

3. We, undertake that all of our offered Cloud Service Offerings for the proposed deployment models for the Request for Proposal (RFP) document relating to <<Title of the RFP>> are empaneled with MeitY as on bid due date.

4. In line with domain/technical expertise as established in the project experience as above, I/We further undertake to provide technical support and knowledge transfer to the <Name of SP> ("SP") in order to deliver this Assignment to the best our ability.

Name of the Cloud Service Provider: ____________________________________

Name & Signature of Authorized Signatory:

Designation:

Contact no.:

Email id:

Name of the Service Provider: _____________________________

Name & Signature of Authorized Signatory of the Bid:

Designation:

Contact no.:

Email id:

7.9. Annexure 9: Format for Financial Proposal

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

All pricings shall be on pay per use basis and IHMCL will optimize the cloud services in the best interest of IHMCL which will include auto scaling up and down.

Only the cells highlighted in 'Yellow' are to be filled in by the bidder	
Name of the RFP: Request for Proposal (RFP) for Selection of Vendor for Provision of Dedicated Cloud Services & Video Analytics Capability – 4th Call (RFP Reference – IHMCL/CSP/2022/04)	
Name of the Bidder	
Bid Invitation Date	

Form -1 Break-up of Cost

S.No.	Type of resource	Type of Server	Configuration	Platform	Count/ Qty (A)	Unit Rate for 1 month (In Rs.) (Ex. GST) (B)	Total Cost for 05 years (60 months) (In Rs.) (Ex. GST) (C) = (A) * (B) * 60 (except for S.No. 9 to 12)
1.	VM	Application Server	8 vCPU 16 GB RAM 100 GB Storage	UBUNTU	4		
2.	VM	Application Server	2 vCPU 4 GB RAM 100 GB + 200 GB Storage	UBUNTU	1		
3.	VM	Database Server	8 vCPU 32 GB RAM 100 GB + 1 TB Storage	UBUNTU	2		

4.	VM	Application Server	16 vCPU 64 GB RAM 100 GB + 10 TB Storage	UBUNTU	1		
5.	VM	Application Server	8 vCPU 32 GB RAM 100 GB + 10 TB Storage	UBUNTU	2		
6.	VM	GPU Server	•For 20 Live Feeds: •8+ core CPU •32 GB RAM •1x Nvidia Tesla T4 GPU •1 TB SSD •Count – 1 per 20 video streams	UBUNTU	1		
7.	VM	GPU Server	•For 40 Live Feeds: •12+ core CPU •64 GB RAM •2x Nvidia Tesla T4 GPU •1.5 TB SSD •Count – 1 per 20 video streams	UBUNTU	1		
8.	LOAD Balancer				1		
9.	One Time migration charges for existing application (Other projects under IHMCL/NHAI)				1		
10.	Transactional E-Mail service – 20,000 Emails				1		
11.	Transactional E-Mail Service – 25,000 SMS				1		
12.	Mobile Push Notification – 50,000 Notification				1		
13.	Cloud charges for Web application firewall (100 Mbps throughput)				1		
14.	**Total Cost (Ex. GST)**						=sum (C1:C13)

Form 2 - Monthly Unit Charges for Cloud Hosting			
S. No.	**Particulars**	**Qty**	**Monthly Unit Rate (in Rs.) including Octroi, Duty, and other charges except GST**
1	Cloud charges for 2vCPU	1	
2	Cloud charges for 4vCPU	1	
3	Cloud charges for 6vCPU	1	
4	Cloud charges for 8vCPU	1	
5	Cloud charges for 12vCPU	1	
6	Cloud charges for 16vCPU	1	
7	Cloud charges for 4 GB RAM	1	
8	Cloud charges for 8 GB RAM	1	
9	Cloud charges for 16 GB RAM	1	
10	Cloud charges for 32 GB RAM	1	
11	Cloud charges for 64 GB RAM	1	
12	Cloud charges for 30 GB Storage (SSD)	1	
13	Cloud charges for 50 GB Storage (SSD)	1	
14	Cloud charges for 100 GB Storage (SSD)	1	
15	Cloud charges for 200 GB Storage (SSD)	1	
16	Cloud charges for 500 GB of storage (SSD)	1	
17	Cloud charges for 1 TB of storage (SSD)	1	
18	Cloud charges for 1.5 TB of storage (SSD)	1	
19	Cloud charges for 5 TB of storage (SSD)	1	
20	Cloud charges per TB storage (SSD) beyond 5 TB	1	
21	Cloud charges for Backup/Snapshot per VM	1	
22	Cloud charges for 30 GB - Backup Storage	1	
23	Cloud charges for 50 GB - Backup Storage	1	
24	Cloud charges for 100 GB - Backup Storage	1	
25	Cloud charges for 200 GB - Backup Storage	1	
26	Cloud charges for 500 GB - Backup Storage	1	
27	Cloud charges for 1 TB - Backup Storage	1	
28	Cloud charges for 5 TB - Backup Storage	1	
29	Cloud charges per TB Backup storage beyond 5 TB	1	
30	Cloud charges for 500 GB - Archival storage	1	
31	Cloud charges for 1 TB - Archival storage	1	
32	Cloud charges for 5 TB - Archival storage	1	
33	Cloud charges per TB Archival storage beyond 5 TB	1	
34	Network/ Data transfer charges - 1 TB/day	1	
35	Network/ Data transfer charges - 2 TB/day	1	
36	Network/ Data transfer charges - 5 TB/day	1	

Form 2 - Monthly Unit Charges for Cloud Hosting			
S. No.	**Particulars**	**Qty**	**Monthly Unit Rate (in Rs.) including Octroi, Duty, and other charges except GST**
37	Cloud charges for Tesla T4 Card	1	
38	Cloud charges for Windows OS for 2 cores/server including managed service	1	
39	Cloud charges for RHEL OS per server including managed service	1	
40	Managed service for OS (Open Source)	1	
41	Cloud charges for Microsoft SQL server (2 Cores)	1	
42	Managed service charges for database (MySQL)	1	
43	Cloud charges for Load balancer with 100 Mbps throughput	1	
44	Cloud charges for DDoS Protection services	1	
45	Cloud charges for Identity and access management for 10 users	1	
46	Cloud charges for Web application firewall (100 Mbps throughput)	1	
47	Cloud charges for UTM (100 Mbps throughput)	1	
48	Antivirus for virtual machine	1	
49	Cost of replication tool for 1 VM	1	
50	Transactional E-Mail service – 25,000 Emails	1	
51	Transactional E-Mail service - 50,000 Emails	1	
52	Transactional E-Mail Service - 25,000 SMS	1	
53	Transactional E-Mail Service – 50,000 SMS	1	
54	Mobile Push Notification – 50,000 Notification	1	
55	Mobile Push Notification - 1 Lakh Notification	1	
56	One-time migration charges for VMS solution	1	
57	One Time migration charge for existing application (Other projects under IHMCL)	1	

P.S. Important -

i. The bidders need to fill only the cells highlighted in the format above and the total cost as per *'Summary – financial Bid'* shall be taken into consideration for the evaluation of the financial proposal for this assignment.

ii. If any financial bid is found to be non-compliant to format, it shall be summarily rejected.

7.10. **Annexure 10:**

Stands deleted

7.11. Annexure 11: Summary of Project Experience Submitted by Bidder

Name of Bidder - ______________________________________

S. No.	Name of Project	Client Name	Contract Value of Project (in Rs. Cr)	Start Date of Work	Completion Date of Work	Status (Completed/Ongoing)	Reference for Documentary Evidence to the Technical Proposal/Bid Submitted (Page no., Document name)
For Experience PQ – Relevant Experience -1							
For Experience PQ – Relevant Experience -2							

7.12. Annexure 12: Pre-bid Query Format

(To be submitted in Excel Format ONLY)

Name of Bidder:____

S. No.	Ref to RFP (Clause, Page no.)	Category of Query (Technical/ Legal/ General/ Others)	Original Clause of RFP	Clarification Sought
		Technical		
		Legal		
		General		
		Others		

Bidders are required to submit their queries in the above format ONLY.

7.13. Annexure 13: Bid Security Declaration Form

(To be submitted by Bidder on the Letter head)

Date: ___________________ RFP Ref. _________________

To,

COO,

IHMCL

I/We. The undersigned, declare that:

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

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

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

(i) fail or reuse to execute the contract, if required, or

(ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

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

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

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

Dated on _____________ day of ___________________ (insert date of signing)

Corporate Seal (where appropriate)

7.14. Annexure 14: Change Control Note (CCN)

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

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

Name	Name
Title	Title
Date	Date

7.15. Annexure 15: Non-Disclosure Agreement

This Non-Disclosure Agreement (hereinafter called the "NDA") is made on this XXth day of the month of XXX 2021.

BETWEEN

Indian Highways Management Company Limited (IHMCL), constituted under Companies Act, 1956 and having its registered office at NHAI, G 5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as the "**Disclosing Party**").

AND

<Name of Successful bidder> CIN - <…….>a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at <……> hereinafter referred to as the **"Service Provider" or "CSP"** *or "***Receiving Party***"* which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the OTHER PART

WHEREAS

In connection with **"Agreement for………………."** signed on **dated XXth ……..** the Receiving Party was engaged as **Service Provider** by the Disclosing Party, the Parties have agreed to execute this Non-Disclosure Agreement to ensure that all information provided by the Disclosing Party to the Receiving Party in the course of above said engagement shall be kept confidential Receiving Party as **Service Provider**.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1 Definitions

a) "**Purpose**" shall mean <Name of the Project.>", by the Receiving Party to the Disclosing Party.

a) "Confidential Information" shall mean all discussions, documents, paper, discs, technology, procedure and other information of a confidential nature pertaining to, generated or disclosed by either party in any form including in writing, electronically, computerized orally or otherwise marked as "Confidential" or informed to be 'Confidential' or relating to the Purpose, including, without limitation:

(i) All financial details investment plans, price specifications, schemes, technology know-how, techniques and information relating to business, investments, transactions or affairs, services being rendered, plans for business investments or for improving services and discussions on future services; and all other information, material or data relating to the current and /or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Receiving Party arising out of the Confidential Information.

(ii) the terms of this or any other agreement or document signed or to be signed by or between the Parties and the provisions thereof.

However, “Confidential Information” shall exclude any part of such disclosed information or data which: -

i. is in or comes into the public domain in any way without breach of Agreement by the Receiving Party; or

ii. the Receiving Party can show (a) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Disclosing Party and was not previously acquired by the Receiving Party from the Disclosing Party under an obligation of confidence, or (b) to have been developed by or for the Receiving Party at any time independently of any information disclosed to it by the Disclosing Party; or

iii. the Receiving Party obtains from a source other than the Disclosing Party without breach by the Receiving Party or such source or any obligation of confidentiality or non-use towards the Disclosing Party; or
iv. is hereafter furnished by the Disclosing Party to a third party without on disclosure or use; or

v. is disclosed by the Receiving Party (a) with the prior written approval of the Disclosing Party, or (b) without such approval, after a period of one (1) year from the date of receipt thereof.

2. <u>Handling of Confidential Information</u>

The Receiving Party shall maintain the Disclosing Party’s Confidential Information in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which the Receiving Party applies to its own Confidential Information which the Receiving Party warrants as providing adequate protection against unauthorized disclosure, copying or use. The Receiving Party shall ensure that disclosure of such Confidential Information is restricted to those employees, directors, officers, representatives, advisors, consultants or agents (collectively referred to as “**Representatives**”) of the Receiving Party having the need to know the same for the Purpose. Copies or reproductions shall not be made except to the extent reasonably necessary for the Purpose and all copies made shall be the property of the Disclosing Party. All Confidential Information and copies thereof shall be returned to the Disclosing Party within <u>seven (7) days of receipt of a written request from the Disclosing Party.</u>

The Receiving Party shall not attempt to reverse engineer, decompile, disassemble or reverse translate any Confidential Information provided by the Disclosing Party or discover the source code or trade secrets in any such Confidential Information.

Nothing in this Agreement shall limit the ability of a party to disclose such Confidential Information of the other party if such disclosure is (a) required to be made pursuant to any law or regulation, government authority, duly authorized subpoena or court order, whereupon that party shall provide prompt notice to the Disclosing Party of the Confidential Information in question, who will thereof have the opportunity to respond prior to such disclosure; (b) required to be made by a court or other tribunal in connection with the enforcement of such Disclosing

Party's rights under this Agreement, or (c) is approved by the prior written consent of the Disclosing Party of the Confidential Information.

3. Limitations and Warranty

a) The Receiving Party shall (i) not divulge the Disclosing Party's Confidential Information, in whole or in part, to any third party without the prior written consent of the Disclosing Party, (ii) use the same only for the Purpose, and (iii) make no commercial use of the same or any part thereof without the prior written consent of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party shall be entitled to make any disclosure required by law of the Disclosing Party's Confidential Information.

b) The Disclosing Party warrants its right to disclose its Confidential Information to the Receiving Party and to authorize the Receiving Party to use the same for the Purpose.

4. Disclaimer

All rights in Confidential Information are reserved by the Disclosing Party and no rights or obligations other than those expressly recited herein are granted or to be implied from this Agreement. In particular, no licence is hereby granted directly or indirectly under any invention, discovery, patent, copyright or other intellectual property right now or in the future held, made, obtained or licensable by either party. Nothing in this Agreement or its operation shall constitute an obligation on either party to enter into the aforesaid business relationship or shall preclude, impair or restrict either party from continuing to engage in its business otherwise that in breach of the terms of this Agreement.

5. Notices

All notices under this Agreement shall be in writing, sent by facsimile or first-class registered or recorded delivery post to the party being served at its address specified above or at such other address of which such party shall have given notice as aforesaid, and marked for the attention of that party's signatory of this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

6. No Bar on Participation in Projects initiated by the Disclosing Party

The Disclosing Party acknowledges that the advisory mandate awarded to the Receiving Party will not bar the Receiving Party or any of its group companies from bidding or participating in any projects initiated by the Disclosing Party on the ground that the Receiving Party was privy to information which was not within the public domain.

On its part the Receiving Party shall ensure, confirm and warrant that neither the Receiving Party nor any of its group companies will mis-use the information available to it in the course of the advisory mandate to derive an unfavorable advantage in bidding /participation in any projects initiated by the Disclosing Party .The Disclosing Party on its part shall not summarily debar or reject the bid/participation of the Receiving Party on the ground that the Receiving

Party was privy to confidential information and its has derived undue advantage , unless reasonable opportunity its given to the Receiving Party to put forth its say.

7. Non-Assignment

This Agreement is personal to the parties and shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other party.

8. Forbearance

No relaxation, forbearance or delay by a party in enforcing any of the terms of this Agreement shall prejudice, affect or restrict its rights, nor shall waiver by a party of any breach hereof operate as a waiver of any subsequent or continuing breach.

9. Indemnity

The Receiving Party agrees to indemnify the Disclosing Party for any loss or damage suffered due to any breach by it of its obligations under this Agreement. Damages shall include all costs, expenses and attorney's fees incurred by the Disclosing Party in the enforcement of this Agreement. PROVIDED ALWAYS THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, LOST BUSINESS, LOST SAVINGS OR LOST PROFITS OR REVENUES RESULTING FROM A BREACH OF THIS AGREEMENT EVEN IF THE BREACHING PARTY HAS BEEN ADVISED OF THE PROSSIBILITY OF THE OCURRENCE OF SUCH DAMAGES.

10. Non-Publicity

The parties shall not make any announcement or disclosure of any kind whatsoever concerning this Agreement, including without limitation the existence of this Agreement, without the other Party's prior written consent unless such announcement and/or disclosure is required by law.

11. Notwithstanding anything contained herein to the contrary, the obligations of the Parties herein shall continue for a period of one (1) year from the date of this Agreement or if a further agreement is entered into, the termination of such further agreement, whichever is the later.

12. The Receiving Party agrees that the obligations contained in this Agreement shall extend to the affiliated companies of the Receiving Party and to all its advisors and consultants. In this respect the Receiving Party represents that an agreement to keep such information confidential, on terms similar to this Agreement, is in place before disclosing any Confidential Information to such affiliate, advisor or consultant.

13. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties in respect of Confidential Information and supersedes all previous agreements, understandings and undertakings in such respect. This Agreement cannot be amended except by written agreement signed on behalf of each party by their authorized signatories.

14. Dispute Resolution

The parties shall attempt to resolve any dispute arising out of or in connection with this Agreement by mutual consultation, failing which such dispute shall be referred to and finally resolved by arbitration in India under the auspices and governed by the provisions of the Arbitration and Conciliation Act, 1996.The arbitration shall be at **Delhi** and only the courts at **Delhi** shall have the jurisdiction to try any matters arising from the arbitration. The language of the arbitration shall be in English.

15. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in all respects in accordance with the laws of India

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written

On behalf of **Disclosing Party**	On behalf of **Receiving Party**
Signature : ____________________	Signature : ____________________
Name :	Name :
Title :	Title :