

Format of application for obtaining for of traffic survey reports against payment of user charges

1. Applicant Details :

a) Full Name of Applicant: _____

b) Category 1/2/3/4 (as mentioned in policy):- _____

c) Organization Name: _____

d) Mailing Address: _____

City: _____

Zip/PIN/Postal Code: _____

State: _____

Country: _____

e) Telephone: _____

f) Mobile: _____

g) Email: _____

2. Details of Traffic Survey Report(s) required:

a) Name of Location: _____

b) State: _____

3. Details of payment:

A) Mode of payment:

Please check appropriate box: Demand Draft RTGS

(i) Demand Draft details

Demand Draft No. _____ dated _____ for amount _____, drawn in favor of Indian Highways Management Company Limited, New Delhi.

Or

RTGS details:

Bank Account Number: - _____

Bank Account Name: - _____

Amount: _____ (_____)

UTR Code: _____

Date: _____

Terms & Conditions:

1. The subscriber shall submit an undertaking to the effect that the subscriber will not share the Traffic survey data, such obtained from IHMCL, with any other organization / individual parties.
2. The list of survey locations, the Application form including Undertaking is published on www.ihmcl.com/tenders
3. Complete Data & Video recording to be collected from IHMCL office, External Storage media, with free space of at least 300 GB to be provided by applicant.
4. The subscriber shall provide the DD / NEFT UTR code along with the application form and Undertaking as cited at para 1 above, at the time of procuring the Survey data.
5. The payment shall be made by Demand Draft in favor of "Indian Highways Management Company Ltd." payable at New Delhi.
6. Alternately, RTGS / NEFT payments can be made in favor of "Indian Highways Management Company Ltd." Following are the account details:

Account Name: Indian Highways Management Company Limited
Acc No: 8598201006217
Bank: Canara Bank
Branch: NHAI Branch
IFSC Code: CNRB0008598

In case of payment by demand draft, please mail completed registration form along with demand draft to:

Indian Highways Management Company Limited

Second Floor, MTNL Building, Sector-19, Dwarka, New Delhi – 110075, India

Phone: 011- 28042710

Email: sachin@ihmcl.com

7. The survey reports shall be made available within 10 days of the realization of the payment.

8. Liability and Indemnification:

- A. IHMCL makes no warranty that the information provided under this scheme would be uninterrupted or that the Traffic Survey Data, including but not limited to the data and video recordings would be free of errors. The applicant understands and agrees that all Traffic Survey Data, including but not limited to data and video recordings, are provided on an "as is" basis, with the entire risk as to quality and performance being borne by the applicant. IHMCL in no way claims to have checked or verified the complete Traffic Survey Data and the subscriber may conduct suitable verification of the data on its own and as per its own requirements.
- B. The applicant shall at all times, indemnify, defend, and hold harmless the IHMCL, as well as its officers, agents, employees and contractors from and against any and all claims, actions, liabilities, losses, damages, costs and disbursements, including but not limited to legal fees, arising out of or relating to any breach or alleged breach of any representation, warranty or covenant of the applicant hereunder, including but not limited to any claims by third parties relating to or arising out of applicant's, use, broadcast or dissemination of Traffic Survey Data, including but not limited to images, video recordings or other data offered pursuant to this Scheme. This provision shall survive the expiration or the termination of this Scheme.

9. Consequential Damages

In no event shall IHMCL, its officers, agents, employees and contractors be liable for any damages, claim or loss incurred by the applicant, including, without limitation, compensatory, incidental, indirect, special, consequential or exemplary damages, loss of profits or business, or loss of good will resulting from loss of or inability to use the Traffic Survey Data, including but not limited to any data or video recordings, irrespective of whether IHMCL, its officers, agents, employees or contractors have been informed of, knew of, or should have known of the likelihood of such damages, claim or loss. This limitation applies to all causes of action in the aggregate, including, but without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and any other causes of action.

10. Disclaimer of Warranties

IHMCL makes no warranties, whether express, implied, oral or written, including but not limited to warranties of merchantability and fitness for a particular purpose, with respect to the Traffic Survey Data and service or services covered or furnished or provided pursuant to this Scheme. IHMCL takes no responsibility for the accuracy, currency, reliability and correctness of the Traffic Survey Data, nor for the accuracy, currency, reliability and correctness of links or references to other information sources and disclaims all warranties in relation to such data, links and references to the maximum extent permitted by legislation.

11. Undertaking:

We hereby agree and undertake that we shall use the data received from IHMCL in confidence for our own purpose only and that we shall not share it with any other person other than our employees or legal advisers with a need to know it.

Signatures of applicant (authorized signatory, in case of a company or firm)

Name _____

Official seal (in case of company or firm)

Title: _____

Date: _____

