

ADDENDUM & CORRIGENDUM -1

Dated: 20 .07.2020

Request for proposal (RFP) for Selection of Master ETC Service Provider at National Highways Fee Plazas
RFP Reference No.: IHMCL/Master ESP/2020/01 published on dated 25.06.2020

Sl. No.	Section	Original Clause	Updated Clause
1.	Clause 3.2.1, Eligibility/Pre-Qualification criteria SI # 5	<p>Certification</p> <p>The Sole Bidder or the Lead Member in case of a Consortium, should be a CMMi level 5 organization.</p>	<p>Certification</p> <p>The Sole Bidder or the Lead Member, in case of a Consortium, should have a valid certificate (or equivalent certificate in the country of origin) of any ONE of the following:</p> <ul style="list-style-type: none"> • ISO 20000 for IT Service Management • ISO 27001:2013 for Information Security Management System • CMMi Level 5
2.	Clause 3.2.1, Eligibility/Pre-Qualification criteria SI # 4	<p>ICT Project Experience</p> <p>The Sole Bidder or the Lead Member in case of Consortium should have been successfully awarded and implemented large scale ICT project (s) related to end- to end IT system Implementation and , Operation & Maintenance in India or abroad during last five years for Central/State Government departments/entities</p>	<p>ICT Project Experience</p> <p>The Sole Bidder or the Lead Member in case of Consortium should have been successfully awarded and implemented large scale ICT project (s) related to end- to end IT system Implementation and , Operation & Maintenance in India or abroad during last five seven years for Central/State Government departments/entities</p>

Sl. No.	Section	Original Clause	Updated Clause
		<p>including PSUs as on the Bid Due Date as below:</p> <ul style="list-style-type: none"> • At least one project with contract value minimum INR 80 Crore Or, • At least 2 projects with contract value minimum INR 50 Crore Or, • At least 3 projects with contract value minimum INR 40 Crore <p>The project(s) should have been either completed or an ongoing project where deliverable or milestone has been successfully met.</p>	<p>including PSUs as on the Bid Due Date as below:</p> <ul style="list-style-type: none"> • At least one project with contract value minimum INR 80 Crore Or, • At least 2 projects with contract value minimum INR 50 Crore Or, • At least 3 projects with contract value minimum INR 40 Crore <p>The project(s) should have been either completed or an ongoing project where deliverable or milestone has been successfully met.</p>
3.	Clause 3.2.1, Eligibility/Pre-Qualification criteria SI # 7,	<p>Undertaking on Conflict of Interest</p> <p>The Bidder or the bidder's parent / subsidiary /sister concern company should NOT be currently engaged by NHAI for user fee collection or tolling operations at any NH Fee plazas across the country as on RFP release date. The successful bidder shall further undertake that it shall not be take up activities such as user fee collection, tolling operations at NH fee plazas allocated to it during the Contract Period.</p>	<p>Stands deleted.</p> <p>Changes shall apply in Bid Cover Letter Annexure 1 and wherever applicable accordingly.</p>
4.	Clause 3.2.2.	Additional Requirements for Bid/Proposal Submitted by a Consortium	Stands deleted.

Sl. No.	Section	Original Clause	Updated Clause
		<p>i. convey the intent to form a Joint Venture (“JV”) with the minimum shareholding pattern obligation as in Clause 3.2.3</p>	
5.	Clause 3.2.3.	<p>Minimum Shareholding Obligation</p> <p>a) The Consortium shall form a JV, incorporated under the Companies Act, 2013, and through the JV shall execute the Contract Agreement within thirty (30) days of the issue of LOA or such time as indicated by IHMCL.</p> <p>b) By submitting the Bid, each members of the Consortium shall be deemed to have acknowledged that it was short-listed on the basis of the technical and financial capacity of the Consortium Members such that the Lead Member will own at least 51% of the issued and subscribed equity share capital of the JV throughout the Contract Period.</p>	<p>a) Stands deleted</p> <p>b) By submitting the Bid, each members of the Consortium shall be deemed to have acknowledged that it was short-listed on the basis of the technical and financial capacity of the Consortium Members. such that the Lead Member will own at least 51% of the issued and subscribed equity share capital of the JV throughout the Contract Period.</p> <p>The lead member should be liable for the entire scope of work and risks involved thereof. The non-lead bidders shall be liable for the scope of work for which they are responsible along with the lead bidder, while the lead bidder still carries the liability for the entire scope of work.</p> <p>Roles & Responsibilities of Lead member as required shall be detailed in subsequent Corrigendum.</p>
6.	Clause 3.5.1, Page 20	<p>Power of Attorney</p> <p>The Bidder should submit a notarized Power of Attorney in the format provided at Annexure 5 and Annexure 6 authorizing the signatory of the Bid to sign the Bid and all related documents.</p>	<p>Power of Attorney</p> <p>The Bidder should submit a notarized Power of Attorney in the format provided at Annexure 5 and Annexure 6 or Letter of Authorization for authorizing the signatory of the Bid to sign the Bid and all related documents.</p>

Sl. No.	Section	Original Clause	Updated Clause
			It is clarified that Bidders may submit equivalent documents (for example, delegation of power, board resolution copy), in lieu of this document, as applicable.
7.	Clause 3.14; point b), Page 20	The Earnest Money shall be in the form of a demand draft /pay order drawn in favor of “Indian Highways Management Company Limited.” Drawn on any Scheduled bank payable at New Delhi.	The Earnest Money shall be in the form of a demand draft / pay order/bank guarantee drawn in favor of “Indian Highways Management Company Limited.” Drawn on any Scheduled bank payable at New Delhi. The bank guarantee format provided in Appendix-1 of this Corrigendum-1.
8.	Clause 3.21.3. SI # B1, Evaluation Parameters for Technical Proposal	The Sole Bidder or the Lead Member in case of Consortium should have been successfully awarded and implemented large scale ICT project (s) related to end- to end IT system Implementation and Operation & Maintenance in India or abroad during last five years for Central/State Government departments/entities including PSUs as on the Bid Due Date as below: Marks shall be allotted as given below: <ul style="list-style-type: none"> • Each project with contract value minimum INR 80 Crore = 15 marks • Each project with contract value minimum INR 50 Crore = 7.5 marks • Each project with contract value minimum INR 40 Crore = 5 marks 	The Sole Bidder or the Lead Member in case of Consortium should have been successfully awarded and implemented large scale ICT project (s) related to end- to end IT system Implementation and Operation & Maintenance in India or abroad during last five seven years for Central/State Government departments/entities including PSUs as on the Bid Due Date as below: Marks shall be allotted as given below: <ul style="list-style-type: none"> • Each project with contract value minimum INR 80 Crore = 15 marks • Each project with contract value minimum INR 50 Crore = 7.5 marks • Each project with contract value minimum INR 40 Crore = 5 marks
9.	Clause 6.4.1, c)	Operation & Maintenance of ETC system	The Master ESP shall start operation & maintenance of ETC system at fee plazas after a smooth transition from the existing

Sl. No.	Section	Original Clause	Updated Clause
		The Master ESP shall start operation & maintenance of ETC system at fee plazas after a smooth transition from the existing vendor within 15 days of the handover of the fee plaza to Master ESP.	<p>vendor within 45- 60 days of the handover of the fee plaza to Master ESP.</p> <p>A model Standard Operating Procedure for handover of toll plazas is placed at Annexure – 2 of this Corrigendum.</p> <p>Please note the corresponding SLA parameter for this activity shall be modified accordingly.</p>
10.	Clause 6.4;	New Clause Operation & Maintenance of ETC system	Master ESP shall be responsible for supply of consumables related with ETC system including head, cutter of thermal printer, boom arms etc. (however this shall exclude supply of printer roll, cartridge, toner etc.)
11.	Clause 6.4;	New Clause Operation & Maintenance of ETC system Electricity Supply, Operation & Maintenance	Master ESP shall be responsible for ensuring uninterrupted supply of Electrical Power at fee plaza which includes raw power as well as Diesel Generator (DG set) in such a manner that the ETC system is not impacted.
12.	Section 5; Clause 5.6, Payment Terms,	New Clause	<p>Mobilization Advance</p> <p>Interest Free Mobilisation Advance of Rs. 10 (Ten) Crore shall be provided to the Successful bidder in each zone against the Bank Guarantee of equal amount which shall be valid for a period of 2 years and claim period of 6 months. The BG against Mobilization Advance shall be extended as and when required by IHMCL.</p> <p>The Mobilization Advance shall be recovered in 12 equal instalments, from Monthly Payments over the Contract Period. In Case the monthly payment due to Master ESP is less than the monthly advance recovery instalment, the balance shall be recovered from the subsequent payments.</p>

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13.	Clause 6.4.1; sub clause d) Operation & Maintenance of ETC system Page no. 57	The Master ESP shall it and carryout repair, upgradation or replacement as required to maintain the SLAs of this RFP. The cost of the repair, upgradation or replacement as may be required will be deemed to be included in the quoted cost.	The Master ESP shall take over O&M of ETC system at toll plazas and carryout repair, upgradation or replacement as required to maintain the SLAs of this RFP. The cost of the repair, upgradation or replacement as may be required will be deemed to be included in the quoted cost. The specifications of replaced equipment should match the specifications as provided in the RFP. Please note - A general Equipment Status shall be provided in subsequent Corrigendum.
14.	Section 6; Clause 6.7; Service Levels (SLA)/Damages, New Clause	New Clause - Moratorium period on SLA	The Master ESP shall be provided a moratorium on SLA for a period of 3 months from the date of handover and takeover of a Fee Plaza. This moratorium shall be applicable only on the following SLA parameters as below: <ul style="list-style-type: none"> • 6.7.1.4. System Downtime Calculation • 6.7.1.5. Systems Maintenance • 6.7.1.6. Downtime tracking • 6.7.1.7. Spares • 6.7.1.8. Preventive Maintenance The SLA moratorium shall also be applicable to cumulative uptime of critical Equipment/Software while calculation of Adjustment Factor as mentioned in Clause 5.6.5 (iii) However, Master ESP shall ensure that there is no loss of toll revenue to operating agency/concessionaire due to any fault in ETC System. Any revenue loss to concessionaire/toll operating

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			agency due any fault in ETC system, shall be borne by Master ETC service provider.
15.	Clause 5.14.3 Termination,	Additional Clause	<p>ON BREACH OF CONTRACT: Notwithstanding anything stated in this Agreement, in the event that any of the defaults ("Fundamental Breach") specified below shall have occurred, IHMCL shall provide a 30 days' notice period to the Successful Bidder [hereinafter referred to as "Cure Period Notice").</p> <p>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 "Master ETC Service Provider'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.</p>
16.	Clause 5.14 - Termination,	New Clause 5.14. 8 -	<p>Without prejudice to any other rights or remedies which IHMCL may have under this Agreement, upon occurrence of Master ETC Service Provider's Default, IHMCL shall be entitled to terminate this Agreement by issuing a Termination Notice to the Master ETC Service Provider; provided that before issuing the Termination Notice, the IHMCL shall by a notice inform the Master ETC Service Provider of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Master ETC Service Provider to make a representation, and may after</p>

Sl. No.	Section	Original Clause	Updated Clause
			the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.
17.	Clause 5.18.16 - Compensation for Breach	Additional clause – Including Compensation for default by IHMCL	See Annexure 3 of this Corrigendum
18.	Clause 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.	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. Calculation of Termination Payments shall be issued in subsequent Corrigendum.
19.	Clause 5.18.20, Sub-Contracting	The Successful bidder shall not sub-contract any assignment (excluding minimum permissible civil work with written intimation to IHMCL) to a third party. The Successful bidder shall remain solely responsible for all works under this Agreement.	The Successful bidder shall not sub-contract any assignment to a third party. However, following non-core activities may be sub-contracted with prior approval of IHMCL: - <ul style="list-style-type: none"> • Minimum permissible civil & site preparation work. • Deployment of manpower at toll plaza to operate the ETC system • L3 & L4 support of ETC equipment from OEMs or their authorized distributors/partners <p>However, successful bidder shall remain solely responsible for all sub-contracted works under this Agreement.</p>
20.	Clause 7.3, Proprietary Toll Management Software (PTMS) Specifications.	System should have the capability to accept the information regarding vehicle overweight (with the Vehicle weight received from the WIM) and add the applicable penalty to the payable amount.	The Master ESP shall be required to facilitate integration of WIM/ SWB system available toll plaza/ or during installation as such with its ETC system. The ETC System deployed by Master ESP should have the capability to accept the information regarding vehicle overweight (with the Vehicle weight received

Sl. No.	Section	Original Clause	Updated Clause
	Sub-clause 7.3.1. (h). (vi) Fare Calculation and Cash Operations Page no. 136		from the WIM) and add the applicable penalty to the payable amount. However, this is to clarify that operation and maintenance of WIM/SWB system available at toll plaza is not under the scope of Master ESP.
21.	Clause 6.7; Service Levels (SLA)/Damages,	New Clause	Capping on penalties The total penalty imposed in a month shall not exceed 5% total monthly payments for each Zone. However, any loss incurred by concessionaire /toll operating agencies on account of deficiency in the ETC system provided by Master ETC service provider shall have to be borne by the Master ETC Service provider.
22.	Clause 3	New Clause 3.35 – Inclusion of MSMEs in Project Delivery	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).
23.	5.17. Insurance	5.17.1. Insurance during the Contract Period (b) Master ESP's all risk insurance with JSCL as co-beneficiary;	5.17.1. Insurance during the Contract Period (b) Master ESP's all risk insurance with JSCL IHMCL as co-beneficiary.

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24.	7.2.1. Page 73	Preferred Make- Zebra, Impinj, Feig, Biso, Tag master, and Honeywell or equivalent with approval from IHMCL.	Preferred Make- Zebra, Impinj, Feig, Biso, Tag master, and Honeywell, STAR or equivalent with approval from IHMCL
25.		New Clause - Zone-wise ETC count details	Provided in Annexure 4 of this Corrigendum.
26.	Annexure 4: Bidder's Annual Turnover	Annual Turn Over and Net worth	Annual Turn Over and Net worth are required to be submitted for three FYs i.e. FY 16-17, FY 17-18, and FY 18-19.
27.	7.2.1. a) General SI # 5.	Antenna : Circularly Polarized	While complying with the present RFP clause, the bidder shall employ necessary techniques in the ETC system implementation that guarantee the required tag read reliability and thus the ETC operational efficiency.

Appendix – 1 – Format for Bank Guarantee for EMD

B.G. No.

Dated:

To,

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

1. WHEREAS M/s..... (a company registered under the Companies Act, 2013) and having its registered office at) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns) desires to submit bids for “<RFP Name>” against IHMCL’s RFP No. _____

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

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

4. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder for the sum of INR 4,00,00,000 (Rupees Four Crore) only, and we undertake to pay you, upon your first written demand and without cavil or argument, and without reference to the Bidder, any sum or sums within the limits of INR 4,00,00,000 (Rupees Four Crore) only as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

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

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

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

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

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

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

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

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

16. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR 4,00,00,000 (Rupees Four Crore). The Bank shall be liable to pay the said amount or any part thereof only if.

the Authority serves a written claim on the Bank in accordance with relevant paragraph hereof, on or before (indicate date falling 180+60 days after the Bid Due Date).

(Signature of the Authorized Signatory)

(Official Seal)

Name:

Date :

Designation:

Employee Code Number:

Telephone Number:

Name of issuing bank branch _____

Address _____

Telephone number _____

E-mail: _____

Name of bank branch at New Delhi _____

Address _____

Telephone number _____

E-mail: _____

Name of controlling bank branch _____

Address _____

Telephone number _____

E-mail: _____

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

Appendix -2 - Standard Operating Procedure for Handover of Toll Plazas

Standard Operating Procedure for Handing over - Taking over the ETC System of an existing Toll System

1. Background

- a) This document relates to the bidder's decision to use / upgrade / replace the existing TMS hardware at toll plazas to meet the RFP SLA requirements.
- b) The successful bidder shall be required to implement the TMS software in line with the PTMS requirements included in the above RFP.
- c) It may be noted that, **since the present TMS system at the toll plaza is functional**, power supply with adequate quality is available for the TMS.

2. Preliminary Assessment

- a) The present ETC equipment status shall be as provided at the time of bidding including the following parameters: -
 - i) No of Toll lanes
 - ii) Month & Year of installation of ETC system (most of the ETC line equipment)
 - iii) Make of key equipment such as
 - i. RFID Transceiver
 - ii. Automatic Vehicle Classification (AVC) System
 - iii. Toll Lane controller (TLC)
 - iv. Server
 - v. LPIC
 - vi. Incident Capture System (ICS)
 - vii. Automatic Barrier
 - viii. Network Video Recorder
 - ix. Master Intercom

Please note that the above status of equipment is provided in line with request from various bidder citing challenge in site visit prior to submission of bid owing to ongoing travel restriction. The bidders are strongly recommended to check and carry out due diligence at their end regarding the veracity of the provided data.

- b) Indicative observations (typical):
 - i) The effective operational life of electro-mechanical equipment such as the Automatic Barrier **typically is** 7 to 10 years from the date of installation, considering the availability of adequate Spares support. Some devices like the Receipt printer may have a useful life of around 7 years.
 - ii) The effective operational life of electronic equipment such as the RFID Transceiver, AVC system and TLC **typically is** about 10 years considering that adequate Spares support is available for the same.

3. Typical Process during takeover

3.1. Inspection of Hardware

The Master ESP may inspect below mentioned information during the on-site equipment handover process. Inspection of TMS hardware may include: -

- a. Document inspection (Specifications, Manuals, System performance maintenance logbook including system logs & fault register, MIS reports, Concession Agreement requirements, System Fault System Acceptance Test reports and Independent Engineer's reports on TMS tests and performance) which may indicate
 - a. the adequacy of the present equipment's ability to meet the required SLA requirements with the PTMS software requirements
 - b. its current performance and reliability.
- b. Physical inspection of equipment status and its performance including
 - a. Reconciliation of traffic data with revenue data for a specific period (daily, weekly, monthly) to determine any discrepancies in the hardware performance e.g. AVC accuracy.
 - b. Observing the ETC system performance to assess the performance of critical hardware. These include, for example,
 - i. Tag read speed and reliability (Repeated attempts before a successful read on several vehicles and frequent use of Handheld readers may indicate an inadequate performance of the RFID transceiver)
 - ii. Actual Opening / Closing times of the Automatic barriers and smooth operation.
 - c. Observing the present state of equipment.

3.2. Assessment for use / upgrade / replacement

This stage involves assessing the above Hardware's adequacy to meet the RFP SLA requirements. The preliminary assessment and the above inspection can be used to arrive at a decision to upgrade if required.

3.3. System taking over

The existing TMS system can be taken over by the successful bidder based on the relevant Contract / SLA between NHAI/IHMCL and the concessionaire / Contractor, with respect to its performance.

A nodal officer from NHAI/ IHMCL will coordinate the site inspection and facilitate the take-over process.

The format for equipment handover – takeover form is provided at Exhibit -1 of this document.

The format for intimation of equipment to be replaced is provided at Exhibit -2 of this document.

Exhibit 1- Equipment Take over form

Reporting Date: -

1. ETC equipment status – Handover Takeover Form

This section covers the status of ETC equipment on the date of handover. The ETC **'Equipment Take-over form'** needs to be signed by Master ESP, Nodal Officer NHAI, Existing SI/Concessionaire, as per the format provided below: -

(a) Details of equipment in working condition

S.No.	Name of Equipment	Qty	Make	Model	Date on installation	Remark

(b) Details of equipment in not-working condition to be replaced

S.No.	Name of Equipment	Qty	Make	Model	Date on installation	Remark

Handed Over by

Name: -

Designation: -

Organization Name: -

Concessionaire/SI: -

Signature

Taken Over by

Name: -

Designation: -

Organization Name: -

Concessionaire/SI: -

Signature

**In Presence of Nodal Officer,
PIU/RO, NHAI**

Name: -

Designation: -

Signature: -

1. Once the above process is completed the **'Equipment Replacement Form (Exhibit 2 below)** is filled up and signed-off between the MASTER ESP and the NHAI Nodal officer. This includes all equipment that need replacement.

EXHIBIT -2 - Details of Equipment to be replaced

This section covers the details of ETC equipment to be replaced by Master ESP. The status needs to be signed off by Master ESP and Nodal Officer NHAI, as per format provided below: -

S.No.	Name of Equipment	Qty	Reason for replacement	Make of replacement	Model of replacement	Date of installation of new equipment

Authorised Representative from Master ESP

Name: -

Designation: -

Organization Name: -

Concessionaire/Sl: -

Signature

Authorised Representative from PIU/RO, NHAI

Name: -

Designation: -

Signature: -

The Master ESP shall be required to develop the Asset Management System/Portal for tracking the replacement and inventory whose access should be provided to IHMCL for monitoring purpose.

Annexure – 3 – Compensation for Breach

b) Compensation for default by IHMCL

- i. In the event of IHMCL being in breach of this Agreement, unless such default or delay is on account of Force Majeure or through no fault of IHMCL, the IHMCL shall pay to the Master ETC Service Provider, by way of compensation, all direct costs suffered or incurred by Master ETC Service Provider, as the case may be, as a consequence of such breach, within 30 days of receipt of the demand supported by necessary particulars thereof.
- ii. Without limiting the generality of Clause 5.18.16 (i), by way of compensation, IHMCL shall pay to Master ETC Service Provider, all direct costs suffered or incurred by the Master ETC Service Provider, as the case may, 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 IHMCL 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 IHMCL or its employees, personnel, or representatives.
 - c. negligence, fraud, or misconduct of IHMCL or any of its employees, agents, affiliates, or advisors.

Further, it is expressly agreed by the Parties that IHMCL and the Service Provider shall not be liable for any damages to either of the parties, accruing from the deficiency in services of the other Party or failure of another Party to perform its obligations under this Agreement. The liability of IHMCL under this Agreement is restricted only to defaults which are solely attributable to IHMCL.

Annexure – 4 – Zone-wise ETC count details

All ETC count in Lakhs

Zone	No. of Toll Plazas (Live) as on Release of RFP	Approx. no. of ETC Lanes Live as on Release of RFP	Total ETC Count in June 2019	Total ETC Count in Jan 2020	Total ETC Count in Feb 2020	Total ETC Count in Mar-2020 (till 25 Mar)	Total ETC Count in May 2020	Total ETC Count in Jun 2020
Zone 1	128	1327	53.59	217.96	262.81	194.90	123.30	194.20
Zone 2	156	1567	72.90	241.91	281.99	204.64	138.22	195.59
Zone 3	133	1135	29.46	103.67	130.46	104.60	84.79	116.76
Zone 4	157	1566	100.56	306.34	347.25	275.96	170.34	247.07
Grand Total	574	5595	256.50	869.88	1,022.50	780.10	516.65	753.62

N.B – The above details are solely for information purpose ONLY. Out of 574 toll plaza, 16 toll plazas are Live on Hand held devices. The bidders are strongly recommended to check and carry out due diligence at their end regarding the veracity of the provided data. IHMCL shall not be held responsible for any estimation & calculation carried out the bidder.