

Response to Pre bid Queries Date - 04.02.2021

Request for Proposal for Selection of Consultant for Technical Architecture Review and Business Modelling of NETC Programme - Pre-bid Meeting date 21.01.2021

Sl. #	RFP Document References (Section and	Content of RFP Requiring Clarifications	Points of Clarification/Suggestions	Response to queries
1	Section 2, Schedule of tender	Bid Due Date: 03.02.2021 (Up to 15:00 Hrs IST)	Kindly extend the bid submission date 12 February 2021, as this will give the bidders enough time to prepare a comprehensive proposal.	Refer Corrigendum released.
2	Section 4.3 Page 9 of 72 - Eligibility/Pre-Qualification Criteria; Sales Turnover in	Average Annual Sales Turnover generated from consulting services in the last three financial years i.e. 2017-18, 2018-19 and 2019-20 should be at least Rs. 10 Cr.	The specified turnover cut-off is less. To ensure quality and serious competition, request you to increase the number to INR 100 Crores	No Change.
3	Section 4.3 Page 9 of 72 - Eligibility/Pre-Qualification Criteria; Relevant Experience Category 1 Section 5.2.3 Page 23 of 72. Detailed technical scoring	The Bidder must have experience of implementing projects of 'similar nature' in India or abroad for Government or International funding agencies in the last 07 years as on bid due date as below: Similar nature' for this criterion shall mean consulting assignments in the field of IT strategy, road map, design & architecture/As-Is study and Business Process Re-engineering/ IT system audit of large/medium scale projects in the fields of ICT or Intelligent Transport system/Smart Mobility/Transit payments.	Request you to extend this to include similar services provided to private entities as well : The Bidder must have experience of implementing projects of 'similar nature' in India or abroad for Government or International funding agencies or private entities in the last 07 years as on bid due date as below:	No Change.

Sl. #	RFP Document References (Section and	Content of RFP Requiring Clarifications	Points of Clarification/Suggestions	Response to queries
4	Section 4.3 Page 9 of 72 - Eligibility/Pre-Qualification Criteria; Relevant Experience Category 2 Section 5.2.3 Page 24 of 72. Detailed technical scoring	The Bidder must have experience of implementing at least one project of 'similar nature' of Contract value not less than the amount INR 40 Lakhs (excluding taxes) in India or abroad for Government or International funding agencies in the last 07 years as on bid due date. 'Similar nature' for this criterion shall mean consulting assignments in the field of Business/Financial Modelling of large-scale project in field of ICT/digital transformation sector, Transportation & Highways sector	Request you to extend this to include similar services provided to private entities as well : The Bidder must have experience of implementing at least one project of 'similar nature' of Contract value not less than the amount INR 40 Lakhs (excluding taxes) in India or abroad for Government or International funding agencies or private entities in the last 07 years as on bid due date. 'Similar nature' for this criterion shall mean consulting assignments in the field of Business/Financial Modelling of large-scale project in field of ICT/digital transformation sector or	No Change
5	Section 4.5.2 Page 12 of 72. RFP Document Fees	The document fee should be deposited in IHMCL bank account and proof of payment (receipt, UTR details etc.) shall be submitted in Bid Proposal. IHMCL bank account details for deposit of Document Fee is as mentioned below: - oA/c Holder Name = Indian Highways Management Company Limited oBank Name = Canara Bank oA/c No. = 8598201006217 oIFSC = CNRB0008598 oBranch = Delhi NHAI Dwarka Branch New Delhi-110075	We had made this EMD payment during the tendering process in October 2020. Will that payment be considered for this retender?	No Change. Fresh Document fees or EMD shall be required to be submitted.
6	Section 5.2.3 Page 23 of 72. Detailed technical scoring criteria ; Bidder Profile	Average Annual Sales Turnover generated from consulting services in the last three financial years ; More than INR 20 Crore - 15 marks More than INR 15 Crore up to INR 20 Crore - 12 marks INR 10 Crore up to INR 15 Crore - 10 marks	We request the clause to be revised as follows: Average Annual Sales Turnover generated from consulting services in the last three financial years ; More than INR 200 Crore - 15 marks More than INR 150 Crore up to INR 200 Crore - 12 marks INR 100 Crore up to INR 150 Crore - 10 marks	No Change

Sl. #	RFP Document References (Section and Page)	Content of RFP Requiring Clarifications	Points of Clarification/Suggestions	Response to queries
7	Section 5.2.4 Page 27 of 72. Resource Requirement (b) - Minimum requisite	Team Leader: Minimum 10 years of professional experience in IT and digital transformation sector, and with minimum 08 years working experience Intelligent Transport System and Transit Payment	Minimum 10 years of professional experience in IT/digital transformation sector, with minimum 03 years of working experience with Intelligent Transport System or Transit Payment fields.	No Change
8	Section 5.2.4 Page 27 of 72. Resource Requirement (b) - Minimum requisite	Subject Matter Specialist (Electronic Tolling) - □B.E/B. Tech in IT/Computer Science/Electronics or MCA or post -graduate in IT	Please confirm if MBA in Systems will be considered as post graduate in IT	MBA in IT Systems may be considered
9	Section 5.2.4 Page 27 of 72. Resource Requirement (b) - Minimum requisite	Business Modelling and Financial Expert at least 5 years of consultancy experience in carrying out Financial Business Modelling of large-scale ICT/E-Governance/digital transformation projects with Government/PSUs	Request you to change the clause to following at least 5 years of consultancy experience in carrying out Financial Business Modelling of large-scale CT/E-Governance/digital transformation or Transportation infrastructure projects with Government/PSUs	Refer Corrigendum released.
10	Section 10.8.1 Page 67 of 72	Request to please update the clause as: Consultant shall not generally outsource any work related to the project or the part thereof to any other associated/franchisee/third party. to any other associated/franchisee/third party. However, in case of any skill gap in requisite niche area such as electronic tolling, etc. within the organization, the bidder can go in for Sub-Contracting to out-source maximum one resource from the key resources (section 5.2.4 (a)) and maximum 3 resources from Other resource requirement (section 5.2.4 (c)) to bridge the gap as per provisions in this RFP. In case of any out-sourcing or sub-contracting of key resources, the Bidder shall clearly mention the out-sourced resources in their Proposal along with	Request to please update the clause as: Consultant shall not generally outsource any work related to the project or the part thereof to any other associated/franchisee/third party. to any other associated/franchisee/third party. However, in case of any skill gap in requisite niche area such as electronic tolling, etc. within the organization, the bidder can go in for Sub-Contracting to out-source maximum two resources from the key resources (section 5.2.4 (a)) and maximum 4 resources from Other resource requirement (section 5.2.4 (c)) to bridge the gap as per provisions in this RFP. In case of any out-sourcing or sub-contracting of key resources, the Bidder shall clearly mention the out-sourced resources in their Proposal along with the CVs.	No Change

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11	Section 4.20 Page 18 of 72	The Consultant shall not be eligible to bid for the activities relating to the implementation of this project. Further, the consultant shall give a declaration that they do not have any interest in downstream business, which may ensue	We assume that we will be able to participate in downstream business including consulting or PMO or similar assessment engagements. Please elaborate the scope of downstream business that we will get conflicted out of.	No Change
12	Section 10.5 Page 66 of 72	Bidders would deploy on-site team consisting of members / consultants as proposed in the bid. No separate/ additional payment shall be made for any type of off-site deployment	While we understand that the consultants will be available onsite for client discussions, presentations etc. based on client needs, please confirm if continuous full time on-site deployment of all personnel listed in the bid is envisaged	Resource must be available for discussion & presentation as per requirement of IHMCL during the Contract duration
13	Clause 10.22 Page 72 of 72	The liability of Consultant (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Contract Value. The liability cap given under this Clause 10.22.1 shall not be applicable to the indemnification	Request you to extend the limitation of liability to contract value even towards the RFP	No Change
14	Clause 10.21 Page 70 of 72	Subject to Clause 10.21.2 below, Consultant (the "Indemnifying Party") undertakes to indemnify IHMCL (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or wilful default in performance or non-performance under this Agreement.	Request you to change negligence to " gross negligence "	No Change

Sl. #	RFP Document References (Section and Page)	Content of RFP Requiring Clarifications	Points of Clarification/Suggestions	Response to queries
15	Clause 10.12.1 Page 68 of 72	Consultants need to adhere the deliverable timelines as specified in contract / any related document failing which penalties shall be levied as below	Please confirm that the penalty shall not apply if the delay was due to a reason not solely attributable to the bidder	In case any delay is owing to reasons beyond the control of the Consultant, no penalty shall be imposed on the Consultant.
16	General - Associates or Affiliates, Subsidiaries	Through out the RFP	Please restrict Associates or Affiliates and Subsidiaries to " Associates or Affiliates in India " and " Subsidiaries in India "	Associates or Affiliates or Subsidiaries shall mean "Associates or Affiliates in India" and "Subsidiaries in India", unless specifically mentioned otherwise in the RFP.
13	Section 2; Page 4	Schedule of the Tender (Key dates)	Bid Due Date: 03.02.2021 Would request extension of due date by two weeks to align the submission with pre-bid responses.	Refer Corrigendum released.
14	Section 4.17; Page 26	Performance Guarantee	Validity of Performance Bank Guarantee six months beyond the expiry of Contract Period is a very long period, and we could request to kindly reduce the same to two months. Similarly, we would request to consider reducing the Claim Period to six months.	No Change
15	Section 7.3.2; Task 2; Page 31	Task 2 - Development of new Business Model for NETC programme	We are assuming that the details regarding banking transaction charges shall be made available to the winning bidder to allow for effective analysis of optimal business models. We would also like to highlight that it may not be possible to get details of costs associated with banking operations of the solution may not be available with the consultant and we would have to rely on assumptions for developing the model.	The ETC data required for effective analysis for business model shall be provided by IHMCL.

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16	Section 7.3.2; Task 2; Page 31	Formulation and finalization of an optimal programme management fees beyond 31st March 2021	<p>As discussed in preceding query, we assume that the assistance would be limited to preparation of business case, identification of optimal split between various NETC stakeholders, and preparation of a roadmap to the proposed model.</p> <p>Request to kindly confirm the validity of the assumption.</p>	Already explained in detailed in the scope of work section.
17	Section 7.3.1; Task 1; Point b; Page 31	Review and carry out IT system audit of the current ETC system (at minimum 2 toll plazas identified by IHMCL/NHAI), comprising of hardware equipment, software including database installed at toll plazas to identify possible risks/threats and recommend steps for overall improvements of the ETC system at toll plaza.	<p>We are assuming that the analysis would not include services related to certification of actual traffic count at plazas and be limited to ascertaining general trends that would be beneficial to improving the user experience at the plazas.</p> <p>Request to kindly confirm.</p> <p>We would also request for confirmation on the maximum number of Toll Plazas in the Audit as this may have financial implications on the</p>	No Change
18	Section 7.3.1; Task 1; Point I; Page 31	Review of Contract Agreement with CCH Provider (NPCI) and suggest improvements	<p>We are assuming the review shall be limited to functional and technology SLAs etc. aspects of the Contract Agreement and shall now not legal aspects of the Contract.</p> <p>Request to kindly confirm the assumption.</p>	Review shall cover the scope of services, SLAs, and other functional aspects. Legal vetting of Contract is not mandatory, however, legal opinion or observations shall be have to be provided for standard Contractual terms and Conditions.
19	Section 7.3.2; Task 2; Point f; Page 31	Facilitate the roll -over process to new Business model	<p>We understand that the facilitation would be limited to preparation of business case, identification of optimal split between various NETC stakeholders, and preparation of a roadmap to the proposed model.</p> <p>Request to kindly confirm the assumption.</p>	No Change

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20	Section 7.3.2; Task 2; Point c; Page 31	Conduct a consultation workshop with the various stakeholders to assess and deliberate the buy-in of the stakeholders for the proposed business model	<p>We are assuming that logistic related aspects of the workshop, for example, venue etc, are not within the scope of the Consultant.</p> <p>Request to kindly confirm the assumption.</p>	This is to clarify that the workshop activity excludes the charges of logistics arrangement such as venue booking charges, refreshments etc. However, the Consultant shall have to co-ordinate and facilitate with all relevant stakeholders for the conduct of the Workshop(s).
21	Section 7.6; Page 34	Payment Terms - Task 1 and Task 2 payments	<p>Remaining 50% of payable amount for the deliverable – Upon approval of the Final Report</p> <p>Request to kindly consider excluding from the payment terms and consider full payment on completion on individual tasks.</p>	Refer Corrigendum released.
22	Section 7.6; Page 34	Payment Terms - Task 2 and Task 4 payments: Upon approval of the Final Report	<p>Approval of final report may be dependent on circumstances beyond the scope of the Consultant.</p> <p>Request to kindly consider excluding from the payment terms.</p> <p>Would also request for more clarity on process/stakeholders for Report Approval.</p>	No Change
23	Section 10.6.2; Page 66	The daily attendance of consultant on-site resources ...	<p>Given the dynamic nature of the activities and extensive stakeholder discussions, it may not be possible to provide daily attendance.</p> <p>Request to kindly consider excluding from scope.</p>	Resource must be available onsite for discussion & presentation as per requirement of IHMCL during the Contract duration. However, given the criticality of the deliverables, Consultant shall, however, specify the onsite resources during Project inception.

Sl. #	RFP Document References (Section and Page)	Content of RFP Requiring Clarifications	Points of Clarification/Suggestions	Response to queries
24	Section 10.12.1; Page 67	Deliverable Timelines	<p>We are assuming that the penalty is applicable only "for the reasons solely attributable to the Consultant".</p> <p>Request to kindly confirm the assumption.</p>	In case any delay is owing to reasons beyond the control of the Consultant, no penalty shall be imposed on the Consultant.
25	Section 10.12.1; Page 67	Replace of Key Personnel	<p>We are assuming that the Clause would not be applicable in case of attributes under 10.12.13.</p> <p>Request to kindly confirm the assumption.</p>	Replacement of Key personnel shall be as per RFP clause 10.12.1. SI # 2.
26	Section 10.5.3; Page 65	Each member of the team must be a full-time employee of the bidder, either on its payroll or as retainer/contract.	<p>We are assuming that the Clause would not be applicable for team members identified under 10.8.1 - Outsourcing</p> <p>Request to kindly confirm the assumption.</p>	The understanding is correct.
27	Section 10.15; Page 68	Termination of Contract	<p>Request to kindly consider following inclusions: "The Consultant may suspend or terminate the Contract, by not less than thirty (30) days in case</p> <ul style="list-style-type: none"> - Client does not make the payment to the Consultant - Does not adhere to the arbitration judgement - if Bidder determines that a law, regulation or anything having similar import, or a circumstances (including cases where client's ownership or constitution has changed), makes Bidder's performance of the Contract impermissible or in conflict with independence or professional rules applicable to Bidder." 	No Change. The RFP terms & conditions prevails.
28	Section 5.2.4; Page 27	Business modelling & Financial Expert	<p>Would request to kindly consider Chartered Accountants, or equivalent, qualifications in lieu of the requisite MBA requirements. This would allow for professionals who have wider depth of experience in desired field to contribute to the Assignment.</p>	Refer Corrigendum released.

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28	5.2.3 Detailed Technical Scoring Criteria are as below 23	2. Relevant Past Experience The Bidder must have experience of implementing projects of 'similar nature' in India or abroad for Government or International funding agencies in the last 07 years as on bid due date.	Request IHMCL to consider assignments done for Banks along with Government clients for FASTag , Intelligent Transport system/Smart Mobility/Transit payments in Detailed Technical Scoring Criteria	No Change; FASTag is considered to be an On-board Unit. Therefore, it shall be considered under Intelligent Transport system/Transit payments domain.
29	5.2.4. Resource Requirement 26	b) Minimum requisite Qualification & Experience- Team Leader Subject Matter Specialist (Electronic Tolling)	<p>1- Request IHMCL to have a relaxed Education criteria from B.E/B. Tech in Computer Science / IT / Electronics and Communication Engineering or in any Stream or post - graduate and/or MBA.</p> <p>2- Also for professional experience, request IHMCL to either have IT/telecom or Intelligent Transport System (ITS) field as the nature of project is relevant to transit sector and limited to telecom.</p> <p>3- Request IHMCL to reduce the minimum 08 years working experience Intelligent Transport System and Transit Payment fields for Team Leader to 5 years. As the Indian transit sector has experienced growth in last 5 years</p> <p>4- As one of the key stakeholder would be Banks, suggestion is to have an personnel with</p>	No Change

Sl. #	RFP Document References (Section and Page)	Content of RFP Requiring Clarifications	Points of Clarification/Suggestions	Response to queries
30	5.2.4. Resource Requirement b) Minimum requisite Qualification & Experience Page 28 of 71	Business modelling & Financial Expert Requirement •MBA from a reputed and recognized university or institution •Should have 8 years of experience in the fields of strategic planning and management, financial modelling etc. and at least 5 years of consultancy experience in carrying out Financial Business Modelling of large-scale ICT/E-Governance/digital transformation projects with Government/PSUs •Should have carried out at least 3 financial modelling project of large-scale Government programme in India or	- Given that current assignment requires a multi-sectoral aspect, we request the authority to kindly consider and revise the clause to - -- "Should have 8 years of experience in the fields of strategic planning and management, financial modelling etc. and at least 5 years of consultancy experience in carrying out Financial Business Modelling of large-scale ICT/E-Governance/digital transformation/infrastructure projects with Government/PSUs/private firm" -- Should have carried out at least 3 financial modelling projects of large-scale Government/Private programme in India or abroad.	Refer Corrigendum released.
31	2. Schedule of the Tender (Key dates) Page 4 of 71	Bid Due Date : 03.02.2021 (Up to 15:00 Hrs. IST)	- In order to provide a qualitative and competitive proposal, we request the authority to kindly provide an extension in proposal submission deadline to: - "Bid Due date: 17.2.2021 Time: 15:00 Hrs. IST"	Refer Corrigendum released.
32	Fact Sheet Clause 4.5.3 Page 3 of 71 4.5.3. Earnest Money Deposit (EMD) Page 11 of 71	Clause 4.5.3: EMD of Rs. 5 lakhs in the form of Demand Draft OR Bankers Cheque OR bank guarantee OR and electronic Bank Guarantee under Structured Financial Messaging System (SFMS). Bids are invited by the Indian Highways Management Company Limited (IHMCL) for the following:	In light of the COVID-19 pandemic and the accompanying technical limitations in banking operations, we request the authority to kindly consider waiver of the Earnest Money Deposit ("EMD") requirement	No Change

Sl. #	RFP Document References (Section and	Content of RFP Requiring Clarifications	Points of Clarification/Suggestions	Response to queries
33	Appendix I- Pre-Qualification & Technical Bid Templates Page 36 of 71	8.1. Form 1: Bid Covering Letter g) 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.	•We request the client to allow us to submit the below declaration: "I/We haven't been blacklisted by a Central/ State Government institution/ Public Sector Undertaking/ Autonomous body for involving in fraud or corrupt practices and there has been no litigation with any Government Department/ PSU/ Autonomous body on account of similar services. "	Refer Corrigendum released.
34	Appendix I- Pre-Qualification & Technical Bid Templates Page 38 of 71	8.2. Form 2: Brief Information about the Applicant Is Bidder debarred by any Government entity (Yes/No)	•We request the client to modify the question as below: "Is Bidder debarred by any Government entity for involving in fraud or corrupt practices."	Already covered in Bid Covering Letter as per Corrigendum released.
35	5.2.4. Resource Requirement Page 26 of 71	a) Key Resource Requirement - (CVs to be submitted for evaluation For Business modelling & Financial Expert the estimated man month is 2 months	For review of the existing business model and existing distribution of programme management fees among Issuer banks, Acquirer banks, CCH provider (NPCI) and IHMCL and suggesting new Business Model with a detailed business case will require in depth analysis. Therefore, we request the authority to increase the person months for Business modelling & Financial Expert from 2-man months to 4-man months	No Change
36	7.3.4. Task 4 – Way forward for FASTag 2.0 Page 33	Way forward for FASTag 2.0	•Given the Ministry of Road Transport and Highways recent announcement to move towards barrier free tolling in the short term, the assessment of how FASTag transitions and works together with the new tolling technology is an aspect that needs to be considered and assessed. •With this background, we request the authority to consider adding the same under point e) of Task 4 and revise the activity to" "Assess FASTag transition with open road tolling / gps/gsm based tolling technologies to develop and formalize a strategy for FASTag 2.0	No Change

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37	5.2.4. Resource Requirement Page 27	a) Key Resource Requirement - (CVs to be submitted for evaluation)	<ul style="list-style-type: none"> •The scope of work includes technical review and assessment of the hardware architecture, market scan for FASTag and strategies to improve FASTag adoption and penetration. •The project team would benefit from additional expertise of a transportation strategy expert with a civil engineering background and with at least 5 years of prior experience in the transport sector working with government / private sector clients. •With this background, we request the authority to kindly consider this additional expertise with the following qualification criteria: <p>Transportation Strategy Expert – B.E./BTECH in Civil engineering with at least 5 years of professional experience in the transportation sector. Must have worked on at least 3 road sector projects in strategic planning, business planning or equivalent for government / psu / road agency clients.</p>	No Change
38	5.2.4. Resource Requirement Page 27 of 71	c) Other Resource Requirement – (CV not required to be submitted at bidding stage, to be submitted before on-boarding during project execution) For Business modelling & Financial Expert the estimated man month is 2 months	To review, and evaluate the pros & cons of the of the existing business model of NETC Programme will require in depth analysis of current challenges. Therefore, we request the authority to increase the person months for Business modelling & Financial Associate from 2-man months to 4-man months	No Change
39	7.3.1 Task 1 – Carry out technical review and assessment of existing NETC system architecture and suggest	a) Review the existing NETC system architecture, operating procedures, service level agreement parameters of NETC Programme and suggest recommendation for overall improvement	We will only focus on technical and operational aspects of scope of work as we do not have the expertise to review the legal clauses / agreements.	Review shall cover the scope of services, SLAs, and other functional aspects. Legal vetting of Contract is not mandatory, however, legal opinion or observations shall be have to be provided for standard Contractual terms and Conditions.

Sl. #	RFP Document References (Section and	Content of RFP Requiring Clarifications	Points of Clarification/Suggestions	Response to queries
40	7.3.1 Task 1 – Carry out technical review and assessment of existing NETC system architecture and suggest improvement	b) Review and carry out IT system audit of the current ETC system (at minimum 2 toll plazas identified by IHMCL/NHAI), comprising of hardware equipment, software including database installed at toll plazas to identify possible risks/threats and recommend steps for overall	Requesting IHMCL to confirm what you mean IT system audit i.e. Certification or overall system review/assessment? Consultant cannot provide any certification as a deliverable. We can provide our assessment and submit the report.	As per RFP. Consultant are not required to provide any certification of the IT system installed at toll plazas.
41	7.4 Project Duration Page 32	The overall duration of the Consultancy Assignment shall be 6 months, extendable up to additional 6 months at sole discretion of IHMCL and mutual consent	Considering the quantum of work including POC for Parking & Fuel business use cases, we suggest IHMCL to increase the duration from 6 months to 8 moths as the POC would be depended on third party and not on the consultant. Accordingly increase the resource man month time	No Change
42	7.3.4 Task 4 – Way forward FASTag 2.0 Page 32	d) Assist in carrying out Proof of Concept (POC) of different initiatives of IHMCL.	As it is mentioned that "Assist" we believe POC vendor will be on-boarded by IHMCL. Kindly confirm our understanding	No change. Consultant is expected to provide advisory services in rolling out the POC. It may be noted that some POC have already being carried out in the parking payments.
43	7.6 Payment Milestones Page 34	Report on Task 4 – Way Forward FASTag 2.0	As the scope is majorly dependent on a external party for completion for POC, request IHMCL to hold only 5% for that completion and not 15% as per the RFP	No Change
44	7.7 Support to be provided by IHMCL Page 34	Support to be provided by IHMCL	Is the consultant expected to work on-site? If yes the request IHMCL to provide adequate place for consultants with essentials infrastructure	Seating arrangement shall be provided by IHMCL for on-site resources. Consultant has to clearly mentioned the list of resources in its proposal or during project inception.
45	10.12.1 Penalty 67	Deliverable Timelines; Replacement of Key Personnel during Contract period for any reasons other those mentioned in Clause 10.12.3	Any delay in any deliverable by third party vendor (POC Vendor) whom are onboarded by IHMCL should not have any penalty implications on the consultant	In case any delay is owing to reasons beyond the control of the Consultant, no penalty shall be imposed on the Consultant.

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46	Pg. No. 4, Clause No. 2 Schedule of the Tender (Key dates), Pt No. 4 Bid Due Date	Bid Due Date: 03.02.2021 (Up to 15:00 Hrs IST)	The Prebid conference is on 21st Jan 2021 and response to pre-bid queries is expected from authorities somewhere in last week of Jan 21. Therefore, we request the extension of tender submission date to 12th Feb 2021 (3 weeks from the date of receiving of Prebid queries response) as the internal approvals of finance, Risk and Legal teams would take at least 10 working days time along issuance of EMD	Refer Corrigendum released.
47	Pg.No.66 Clause No. 10.8.1., Outsourcing	Consultant shall not generally outsource any work related to the project or the part thereof to any other associated/franchisee/third party. However, in case of any skill gap in requisite niche area such as electronic tolling, etc. within the organization, the bidder can go in for Sub-Contracting to out-source maximum one resource from the key resources (section 5.2.4 (a)) and maximum 3 resources from Other resource requirement (section 5.2.4 (c)) to bridge the gap as per provisions in this RFP. In case of any out-sourcing or sub-contracting of key resources, the Bidder shall clearly mention the out-sourced resources in their Proposal along with the CVs.	<p><i>As discussed, request to kindly remove the capping of one resource from key resources (section 5.2.4 (a)) and maximum 3 resources from Other resource requirement (section 5.2.4 (c)) and make it more open for bidders to take decisions on no. of resources to be subcontracted in case of any skill gap of requisite area to create a team for delivering the project.</i></p> <p><i>Request to kindly amend the clause as:</i></p> <p>"Consultant shall not generally outsource any work related to the project or the part thereof to any other associated/franchisee/third party. However, in case of any skill gap in requisite niche area such as electronic tolling, etc. within the organization, the bidder can go in for Sub-Contracting to out-source maximum of 2-3 resource from the key resources (section 5.2.4 (a)) and/or from Other resource requirement (section 5.2.4 (c)) to bridge the gap as per provisions in this RFP. In case of any out-sourcing or sub-contracting of key resources, the Bidder shall clearly mention the out-sourced resources in their Proposal along with the CVs.</p>	No Change

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48	Pg.No.24 Clause No. 5.2.3. Detailed Technical Scoring Criteria, sub clause 4. Adequacy and Quality of Resources proposed for	12 or more years' experience.....5 Marks 10 to 11 years' experience.....4 Marks 8 to 9 years' experience.....3 Marks	<i>Request to kindly relax the years of experience of Digital payment expert to accommodate more relevant resource available within firm: 10 or more years' experience5 Marks 8 to 9 years' experience4 Marks 6 to 7 years' experience3 Marks</i>	No Change																														
49	Pg. No.32 Clause No.7.3.4. Task 4 – Way forward FASTag 2.0 Pt No. (d)	d) Assist in carrying out Proof of Concept (POC) of different initiatives of IHMCL.	Request to kindly provide more clarity on the expectation from the consultants in terms of Assisting the IHMCL for carrying out Proof of Concept (POC) of different initiatives	Consultant is expected to provide advisory services in rolling out the POC. It may be noted that some POC have already being carried out in the parking payments.																														
50	Pg.No.34 Clause No. 7.6. Payment Milestones	<table border="1" data-bbox="365 808 812 1287"> <thead> <tr> <th>Deliverable</th> <th>Amount payable (in Rs.)</th> <th>Payment Terms</th> </tr> </thead> <tbody> <tr> <td>Report on Task 1 - Review & carry out Technical Assessment of existing NETC system architecture and suggest improvement</td> <td>50% of (I) in Form 2B</td> <td>a) 50% of payable amount for the deliverable - On Submission of Final Report b) Remaining 50% of payable amount for the deliverable – Upon approval of the Final Report</td> </tr> <tr> <td>Report on Task 2 - Development of new Business Model for NETC programme</td> <td>20% of (I) in Form 2B</td> <td>a) 50% of payable amount for the deliverable - On Submission of Final Report b) Remaining 50% of payable amount for the deliverable – Upon approval of the Final Report</td> </tr> <tr> <td>Report on Task 3 - Formulate Data Governance Framework for NETC programme based on global standard practices</td> <td>15% of (I) in Form 2B</td> <td>a) 100% of payable amount for the deliverable - Upon approval of the Final Report</td> </tr> <tr> <td>Report on Task 4 – Way Forward FASTag 2.0</td> <td>15% of (I) in Form 2B</td> <td>a) 100% of payable amount for the deliverable - Upon approval of the Final Report</td> </tr> </tbody> </table>	Deliverable	Amount payable (in Rs.)	Payment Terms	Report on Task 1 - Review & carry out Technical Assessment of existing NETC system architecture and suggest improvement	50% of (I) in Form 2B	a) 50% of payable amount for the deliverable - On Submission of Final Report b) Remaining 50% of payable amount for the deliverable – Upon approval of the Final Report	Report on Task 2 - Development of new Business Model for NETC programme	20% of (I) in Form 2B	a) 50% of payable amount for the deliverable - On Submission of Final Report b) Remaining 50% of payable amount for the deliverable – Upon approval of the Final Report	Report on Task 3 - Formulate Data Governance Framework for NETC programme based on global standard practices	15% of (I) in Form 2B	a) 100% of payable amount for the deliverable - Upon approval of the Final Report	Report on Task 4 – Way Forward FASTag 2.0	15% of (I) in Form 2B	a) 100% of payable amount for the deliverable - Upon approval of the Final Report	As discussed during Prebid meeting, request to kindly amend the payment criteria as follows: <table border="1" data-bbox="911 883 1518 1305"> <thead> <tr> <th>Deliverable</th> <th>Amount payable (in Rs.)</th> <th>Payment Terms</th> </tr> </thead> <tbody> <tr> <td>Report on Task 1 - Review & carry out Technical Assessment of existing NETC system architecture and suggest improvement</td> <td>50% of (I) in Form 2B</td> <td>a) 50% of payable amount for the deliverable - On Submission of Draft Report b) Remaining 40% of payable amount for the deliverable – On Submission of Final Report c) Remaining 10% of payable amount for the deliverable – Upon approval of the Final Report</td> </tr> <tr> <td>Report on Task 2 - Development of new Business Model for NETC programme</td> <td>20% of (I) in Form 2B</td> <td>a) 50% of payable amount for the deliverable - On Submission of Draft Report b) 40% of payable amount for the deliverable - On Submission of Final Report c) Remaining 10% of payable amount for the deliverable – Upon approval of the Final Report</td> </tr> <tr> <td>Report on Task 3 - Formulate Data Governance Framework for NETC programme based on global standard practices</td> <td>15% of (I) in Form 2B</td> <td>a) 100% of payable amount for the deliverable - Upon approval of the Final Report</td> </tr> <tr> <td>Report on Task 4 – Way Forward FASTag 2.0</td> <td>15% of (I) in Form 2B</td> <td>a) 100% of payable amount for the deliverable - Upon approval of the Final Report</td> </tr> </tbody> </table>	Deliverable	Amount payable (in Rs.)	Payment Terms	Report on Task 1 - Review & carry out Technical Assessment of existing NETC system architecture and suggest improvement	50% of (I) in Form 2B	a) 50% of payable amount for the deliverable - On Submission of Draft Report b) Remaining 40% of payable amount for the deliverable – On Submission of Final Report c) Remaining 10% of payable amount for the deliverable – Upon approval of the Final Report	Report on Task 2 - Development of new Business Model for NETC programme	20% of (I) in Form 2B	a) 50% of payable amount for the deliverable - On Submission of Draft Report b) 40% of payable amount for the deliverable - On Submission of Final Report c) Remaining 10% of payable amount for the deliverable – Upon approval of the Final Report	Report on Task 3 - Formulate Data Governance Framework for NETC programme based on global standard practices	15% of (I) in Form 2B	a) 100% of payable amount for the deliverable - Upon approval of the Final Report	Report on Task 4 – Way Forward FASTag 2.0	15% of (I) in Form 2B	a) 100% of payable amount for the deliverable - Upon approval of the Final Report	Refer Corrigendum released.
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Sl. #	RFP Document References (Section and	Content of RFP Requiring Clarifications	Points of Clarification/Suggestions	Response to queries
51	General Clause		<p>May we request you to please add the following clause to RFP:</p> <p><i>"Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations. These obligations shall be valid for a period of 3 years from the date of termination of this Agreement."</i></p>	No Change
52	Pg. No. 66 Clause No. 10.10. Intellectual Property Rights	10.10. Intellectual Property Rights	<p><i>EY may use data, software, designs, utilities, tools, models, systems and other methodologies and know-how ("Materials") that EY own in performing the Services. Notwithstanding the delivery of any Reports, EY retain all intellectual property rights in the Materials (including any improvements or knowledge developed while performing the Services), and in any working papers that EY compile and retain in connection with the Services (but not Client Information reflected in them). Upon payment for the Services, Client may use any Materials included in the Reports, as well as the Reports themselves as permitted by this Agreement.</i></p>	No Change

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53	Pg. No. 68, Clause No. 10.15. Termination of Contract	10.15. Termination of Contract	<i>EY may terminate this Agreement, or any particular Services, immediately upon written notice to Client if EY reasonably determine that EY can no longer provide the Services in accordance with applicable law or professional obligations.</i>	No Change
54	Pg. No. 68, 10.18. Force Majeure	10.18. Force Majeure	<p>May we request you to please add the following clause to RFP:</p> <p><i>(ii) To the extent that the provision of the Services is impacted by a pandemic (including COVID-19) and any reasonable concerns or measures taken to protect the health and safety interests of either Party's personnel, the Parties will work together to amend the Agreement to provide for the Services to be delivered in an appropriate manner, including any resulting modifications with respect to the timelines, location, or manner of the delivery of Services.</i></p> <p><i>(iii) Where EY Personnel are required to be present at Client's premises, EY will use reasonable efforts to provide the Services on-site at [Client] offices, provided that, in light of a pandemic the parties agree to cooperate to allow for remote working and/or an extended timeframe to the extent (i) any government or similar entity implements restrictions that may interfere with provision of onsite Services; (ii) either party implements voluntary limitations on travel or meetings that could interfere with provision of onsite Services, or (iii) an EY resource determines that he or she is unable or unwilling to travel in light of a pandemic-related risk.</i></p>	No Change