CORRIGENDUM -2

Dated: 30.04.2021

Request for proposal (RFP) for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System (PCMS)

RFP Reference No.: IHMCL/PCMS/2021/01published on dated 12.04.2021.

Sl. No.	Section	Original Clause	Updated Clause
1.	Section 1, Notice Inviting Tender, Section 3.2.1, Eligibility criteria	**3.2.1 Eligibility/Pre-Qualification criteria, Sl. No. 1** Bidder, including any member of a Consortium must be incorporated: • In India under the Companies Acts of 1956 or 2013 or the Limited Liability Partnerships Act, 2008. • Outside India, any analogous law of the country in which the entity is incorporated, so long as such entity is a 'body corporate', i.e. where the entity is legally separate from its constituents. In case of a consortium, the following norms must apply: • The maximum number of members in the Consortium shall not exceed two; • The lead member has to be incorporated under an Indian law (as indicated above); such lead member must be jointly nominated by either member • All members in the Consortium shall be jointly and severally liable; A member of a Consortium cannot apply separately as part of another bid, individually or part of another Consortium.	**3.2.1 Eligibility/Pre-Qualification criteria, Sl. No. 1** **The clause shall be read as below -** The bidder shall be one of the following: a) A business entity ("**Sole Bidder**") incorporated under the Companies Act 1956/2013 or Limited Liability Partnerships Act 2008. OR, b) A Consortium of business entities ("**Consortium**"), where each Member of the Consortium shall be incorporated under the Companies Act 1956/2013 or Limited Liability Partnerships Act 2008, subject to following points: i. members of the Consortium shall nominate one member as the lead member (the "**Lead Member**"), who shall be responsible for all interactions with IHMCL; ii. maximum number of members in the Consortium shall be **two (2),** including the Lead Member; iii. the members in the Consortium shall be jointly and severally liable; iv. any entity who has submitted Proposal for this RFP in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium; v. the members of the Consortium shall execute a Power of Attorney

Sl. No.	Section	Original Clause	Updated Clause
			for Lead Member of Consortium;
			vi. the members of the Consortium shall enter into a Memorandum of Understanding (MoU) for the purpose of submission of the Proposal.
			The Sole Bidder / all members in case of a Consortium should be registered with GST in India.
			Supporting Documents to be provided
			For Sole Bidder or the Lead Bidder and all other Members of Consortium:
			• Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013
			• Power of Attorney for Lead Member of Consortium as per the format enclosed at Annexure 5 and Annexure 6
			• In case of a Consortium, Consortium Agreement, as per the format provided under Annexure 10
			• GST Registration Certificate, as applicable
2.	Section 1, Notice Inviting Tender, Section 3.2.1, Eligibility criteria	**3.2.1 Eligibility/Pre-Qualification criteria, Sl. No. 2** The bidder including one that is leading a consortium should have an average annual turnover of minimum Indian Rupees 10 (Ten) Crore during any three consecutive financial years between 01 April 2017 through 31 March 2021 (the specified period).	**3.2.1 Eligibility/Pre-Qualification criteria, Sl. No. 2** In the case of a consortium as a bidder/applicant, the constituent members of the consortium must **collectively** have an average annual turnover of at least Indian Rupees 10 (Ten) Crore during any three consecutive financial years between 01 April 2017 through 31 March 2021. In the case of a single entity as a bidder/applicant, the same must have the requisite average annual turnover of at least Indian Rupees 10 (Ten) Crore during any three consecutive financial years between 01 April 2017 through 31 March 2021.
3.	Section 1, Notice Inviting Tender, Section 3.2.1, Eligibility criteria	**3.2.1 Eligibility/Pre-Qualification criteria, Sl. No. 4** The Bidder including any member of the Consortium individually or combined (in case of Consortium) should have been successfully awarded and implemented at least one project that involves the following nature/ type of work: (i) Usage of Satellite based Maps or similar mapping API	**3.2.1 Eligibility/Pre-Qualification criteria, Sl. No. 4** The Bidder including any member of the Consortium individually or combined (in case of Consortium) should have been successfully awarded and implemented at least one project that involves the following nature/ type of work: (i) Usage of Satellite based Maps or **or AI-basedremote sensing**

Sl. No.	Section	Original Clause	Updated Clause
		(e.g. Google Maps, OpenStreet Maps, Bhuvan etc.) to determine traffic congestion using data from mobile devices; and/or (ii) Usage of video analytics in order to detect, monitor, analyze and report vehicular congestion using video feeds at intersections, toll plazas etc. and/or Such project(s) should have been done for any public authority or any agency duly authorized/ provided a concession by a public authority, whether in India or any other country. The project(s) should have been either completed or ongoing. For an ongoing project the completion certificate by Client should specify the value of the work completed. It is clarified that for any ongoing project the contract value as above shall mean the value of the work completed as on the bid due date. The completion certificate issued by the Client shall clearly mention the value of work completed.	**technology**or similar mapping API (e.g. Google Maps, OpenStreet Maps, Bhuvan, MapMyIndia etc.) to determine traffic congestion using data from mobile devices; and/or (ii) Usage of video analytics or any non-intrusive sensor-based technology in order to detect, monitor, analyze and report vehicular congestion using video feeds at intersections, toll plazas etc. and/or Such project(s) should have been done for any public authority or any agency duly authorized/ provided a concession by a public authority, or any private entity, whether in India or any other country. The project(s) should have been either completed or ongoing. For an ongoing project the completion certificate by Client should specify the value of the work completed. It is clarified that for any ongoing project the contract value as above shall mean the value of the work completed as on the bid due date. The completion certificate issued by the Client shall clearly mention the value of work completed.
4.	Section 1, Notice Inviting Tender, Section 3.16, Submission, Format and signing of Application	**Clause 1 and 3.16** EMD/ Bid Security - INR 21,00,000/- (Rupees Twenty-One Lakh Only) Document Fee (non-refundable) - INR 10,000/- (Rupees Ten Thousand Only)	**Clause 1 and 3.16** EMD/ Bid Security - INR 21,00,000/- (Rupees Twenty-One Lakh Only),**Bid Security Declaration Form as per format in Annexure -1 of this Corrigendum -2** Document Fee (non-refundable) - INR 10,000/- (Rupees Ten Thousand Only),**NIL** **All clauses pertaining to EMD and Tender in the RFP shall stand modified as above, as applicable throughout the RFP.**
5.	Section 2.1	**Clause 2.1** **Definitions**	**Clause 2.1, Definition** **New Definition** **"Real-Time" shall meanmaximum lag time or refresh rate of two minutes.**
6.	Section 3	**3.21.3. Evaluation Parameters for Technical Proposal,S.No. 1.1 – Bidder Profile** Average annual sales turnover generated from software development, deployment & operations for any three consecutive financial years between 01 April 2017 and 31 March 2021.	**3.21.3. Evaluation Parameters for Technical Proposal, S.No. 1.1 – Bidder Profile** Average annual sales turnover generated from software development, deployment & operations for any three consecutive financial years between 01 April 2017 and 31 March 2021. **The annual turn-over shall be considered for the sole bidder or collectively for all members of the consortium,in case of a consortium.**

Sl. No.	Section	Original Clause	Updated Clause
7.	Section 3	**Clause 3.21.3 Sl. # 1.2** The sole bidder or the lead member (in case of a Consortium), is expected to provide a copy of a valid certificate of any or all of the following certifications • CMMi Level 3 or above • ISO 20000 for IT Service Management • ISO 27001:2013 for Information Security Management System Marks shall be allotted as below: • CMMi Level 3 or 4 – 10 marks • CMMi Level 5 – 15 marks • ISO 20000 for IT Service Management – 10 marks • ISO 27001:2013 for Information Security Management System – 10 marks One or more certificates may be considered for evaluation, subject to maximum 15 marks.	**Clause 3.21.3 Sl. # 1.2** The sole bidder ~~or the lead member~~**any Member(s) of the Consortium individually or combined**(in case of a Consortium), is expected to provide a copy of a valid certificate of any or all of the following certifications • CMMi Level 3 or above • ISO 20000 for IT Service Management • ISO 27001:2013 for Information Security Management System Marks shall be allotted as below: • CMMi Level 3 or 4 – 10 marks • CMMi Level 5 – 15 marks • ISO 20000 for IT Service Management – 10 marks • ISO 27001:2013 for Information Security Management System – 10 marks One or more certificates may be considered for evaluation, subject to maximum 15 marks.
8.	Section 3	**Clause 3.2.1 - Eligibility/Pre-Qualification criteria, Sl. No. 4 – Relevant Experience** **Clause 3.21.3 - Evaluation Parameters for Technical Proposal, Sl. No. 2.1** The Bidder including any member of **the Consortium individually or combined** (in case of Consortium) should have been successfully awarded and implemented at least one project that involves the following nature/ type of work: (i) Usage of Satellite based Maps or similar mapping API (e.g. Google Maps, OpenStreet Maps, Bhuvan etc.) to determine traffic congestion using data from mobile devices; and/or (ii) Usage of video analytics in order to detect, monitor, analyze and report vehicular congestion using video feeds at intersections, toll plazas etc. and/or Such project(s) should have been done for any public authority or	**Clause 3.2.1 - Eligibility/Pre-Qualification criteria, Sl. No. 4 – Relevant Experience** **Clause 3.21.3 - Evaluation Parameters for Technical Proposal, Sl. No. 2.1** The Bidder including any member of **the Consortium individually or combined** (in case of Consortium) should have been successfully awarded and implemented at least one project that involves the following nature/ type of work: ~~(i)~~ Usage of Satellite based Maps**or AI-basedremote sensing technology**or similar mapping API (e.g. Google Maps, OpenStreet Maps, Bhuvan, **MapMyIndia** etc.) to determine traffic congestion using data from mobile devices; ~~and/or~~ ~~(ii) Usage of video analytics in order to detect, monitor, analyze and report vehicular congestion using video feeds at intersections, toll plazas etc. and/or~~ Such project(s) should have been done for any public authority or any agency duly authorized/ provided a concession by a public authority**ora private**

Page **4** of **15**

Sl. No.	Section	Original Clause	Updated Clause
		any agency duly authorized/ provided a concession by a public authority, whether in India or any other country. The project(s) should have been either completed or ongoing. For an ongoing project the completion certificate by Client should specify the value of the work completed.	**entity**, whether in India or any other country. The project(s) should have been either completed or ongoing. For an ongoing project the completion certificate by Client should specify the value of the work completed.
9.	Section 3	**Clause 3.21.3 - Evaluation Parameters for Technical Proposal, Sl. No. 2.2** Experience in projects that involve design, development, deployment and roll-out of camera based video analytics for Government authorities in India or abroad in the last 7 last from the bid due date. The project shall involve Intelligent Video Analytics used to detect, analyse, track, count and classify objects, such as vehicles, persons, etc. Ongoing projects may also be considered; in which case bidder must produce a letter or certificate from the Client specifying the nature of work having been undertaken.	**Clause 3.21.3 - Evaluation Parameters for Technical Proposal, Sl. No. 2.2** Experience in projects that involve design, development, deployment and roll-out of camera based video analytics **and/or any non-intrusive sensor based technologies** for Government authorities**or a private entity**in India or abroad in the last **seven years**last from the bid due date. The project shall involve Intelligent Video **and/or any non-intrusive sensor-based technologies** used to detect, analyse, track, count and classify objects, such as vehicles, persons, etc. Ongoing projects may also be considered; in which case bidder must produce a letter or certificate from the Client specifying the nature of work having been undertaken.
10.	Section 3	**Clause 3.21.3 - Evaluation Parameters for Technical Proposal, Sl. No. 3 – Approach and methodology** See table below.	**Clause 3.21.3 - Evaluation Parameters for Technical Proposal, Sl. No. 3 – Approach and methodology** See table below.

Original Clause (Sl. No. 10) table:

Point	Marks
3.1 Algorithm proposed to detect congestion at toll plazas	10
3.2 Risks identified – what is the possibility of false positives or likelihood of missing congestion at a toll plaza & how the bidder proposes to solve it	5
3.3 Usage of video analytics to detect congestion – proposed technology, software proposed to detect congestion from video images; hardware interface(s) in use, requirement for supplemental hardware installation etc.	5

Updated Clause (Sl. No. 10) table:

Point of evaluation	Response	Marks
3.1 Whether the mapping API of the proposed solution is used in any commercial application in India?	Yes	02
	No	NIL
3.2 Whether the proposed solution has been used in any other commercial application in India?	Yes	02
	No	NIL
3.3 Whether the maps etc. are clear for use in India by the concerned statutory authorities (NRSC/ Department of Space/ ISRO etc.)?	Yes	02
	No	NIL
3.4 Whether the solution is capable of detecting vehicular congestion up to 300 meters from the point of constriction?	Yes	02
	No	NIL
3.5 Whether the solution is capable of determining average speed of vehicles moving within a range of 300 meters from the toll plaza?	Yes	02
	No	NIL

Sl. No.	Section	Original Clause	Updated Clause		
			3.6 Whether the solution is capable of determining stoppage time of vehicles at the toll plaza and predicting potential congestion based on incoming flow of vehicles?	Yes	02
				No	NIL
			3.7 Whether the vendor proposes to provision a failsafe Internet connectivity at the plaza at his or her own cost to maintain real time updates to the congestion data?	Yes	02
				No	NIL
			3.8 In case of the system reporting congestion, whether there is a back-up protocol for determining whether the congestion really exists?	Yes	02
				No	NIL
			3.9 Whether the vendor proposes to provision additional electrical power at the plaza at his or her own cost to ensure the availability of the camera feed/ sensor/ other input data?	Yes	02
				No	NIL
			3.10 Whether the proposed solution allows for export of data in real time (see definition) to platforms such as MyFASTag or Sukhad Yatra?	Yes	02
				No	NIL

The bidder shall be required to provide a presentation amongst Bid Evaluation Committee of IHMCL.

The bidder shall be required to provide an undertaking of Approach and Methodology as per format provided in Annexure -2 of this Corrigendum-2.

Sl. No.	Section	Original Clause	Updated Clause
11.	Section 5	**Clause 5.5 – Right to amend scope** IHMCL reserves the right to include new fee plazas in the scope of Successful bidder which shall be made operational by NHAI during the Project duration. IHMCL also reserves the right to reduce the number of the fee plazas up to 10% of the total number of fee plazas at the time of Contract Signing, 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 these fee plazas.	**Clause 5.5 – Right to amend scope** IHMCL reserves the right to include new fee plazas in the scope of Successful bidder which shall be made operational by NHAI during the Project duration. IHMCL also reserves the right to reduce the number of the fee plazas up to 50 (fifty) per cent of the total number of fee plazas originally proposed at the time of signing of the contract, without assigning any reason at any time during the contract period. IHMCL also reserves the right to substitute any existing toll plaza with a new one, including seeking the shifting of the deployed solution from an existing plaza to a new one. In either case, no compensation shall be paid to the vendor on account of de-scoping or substitution of these toll plazas.

12.	Section 5	**5.6.3 Total Quarterly Payments**
		
		The quarterly payment shall be calculated as below:
		
		$Q_{Total} = Q_A + Q_B + Q_C - D$
		
		Where
		
		- Q_{Total} = Total payment for the quarter post Go-Live of PCMS software. No payments shall be done before Go-Live of PCMS software.
		- Q_A = Quarterly payments for Operations & Maintenance cost for Plaza Congestion Monitoring System (PCMS) Software for each toll plaza Live in the quarter; calculated as under:
		
		    o $\Sigma Q_A = (Q_{TP1} + Q_{TP2} + \ldots. + Q_{TPn})^* AF$
		
		    o The payments $Q_{TP1}, Q_{TP2}, \ldots.. Q_{TPn}$ etc. shall be made pro-rata for t. Nhe no. of days for which toll plazas were Live in the quarter;
		
		    o $Q_{TP1}, Q_{TP2}, Q_{TPn}$– pro-rata payment for a toll plaza 1 ,2,..n for the quarter – {Per toll plaza O&M quoted unit price * (no. of days plaza was live in the quarter/ total no. of days in the quarter}
		
		    o AF = Adjustment Factor as defined in SLA section 6.3.
			5.6.3 Total Quarterly Payments
			
			The quarterly payment shall be calculated as below:
			
			$Q_{Total} = [Q_A + Q_B] - D$
			
			Where
			
			- Q_{Total} = Total payment for the quarter post Go-Live of PCMS software. No payments shall be done before Go-Live of PCMS software.
			- Q_A = Quarterly payments for Operations & Maintenance cost for Plaza Congestion Monitoring System (PCMS) Software for each toll plaza Live in the quarter; calculated as under:
			
			    o $\Sigma Q_A = (Q_{TP1} + Q_{TP2} + \ldots. + Q_{TPn})$ x AF
			
			    o The payments $Q_{TP1}, Q_{TP2}, \ldots.. Q_{TPn}$ etc. shall be made pro-rata for the no. of days for which toll plazas were Live in the quarter;
			
			    o $Q_{TP1}, Q_{TP2}, Q_{TPn}$– pro-rata payment for a toll plaza 1 ,2,..n for the quarter – {Per toll plaza O&M quoted unit price x (no. of days plaza was live in the quarter/ total no. of days in the quarter}
			
			    o AF = Adjustment Factor as defined in SLA section 6.3.
			
			- Q_B = Quarterly payments for Operations & Maintenance cost Plaza Lane Queue Length Determination whether using existing camera system installed at NH toll plazas or new camera system installed by the PCMS

Sl. No.	Section	Original Clause	Updated Clause

		▪ Q_B = Quarterly payments for Operations & Maintenance cost Plaza Lane Queue Length Determination using existing camera system installed at NH toll plazas for each toll plaza Live in the quarter; calculated as under:
		
		  o $\Sigma Q_B = (Q_{TP1} + Q_{TP2} + \ldots + Q_{TPn})$ * AF
		
		  o The payments Q_{TP1}, Q_{TP2}, ... Q_{TPn} etc. shall be made pro-rata for the no. of days for which toll plazas were Live in the quarter;
		
		  o Q_{TP1}, Q_{TP2}, Q_{TPn}– pro-rata payment for a toll plaza 1, 2,..n for the quarter – {Per toll plaza O&M quoted unit price * (no. of days plaza was live in the quarter/ total no. of days in the quarter}
		
		  o AF = Adjustment Factor as defined in SLA section 6.3.
		
		▪ Q_C = Quarterly payments for Operations & Maintenance cost Plaza Lane Queue Length Determination using new camera system installed by the CTS Vendor at NH toll plazas for each toll plaza Live in the quarter; calculated as under:
		
		  o $\Sigma Q_C = (Q_{TP1} + Q_{TP2} + \ldots + Q_{TPn})$* AF
		
		  o The payments Q_{TP1}, Q_{TP2}, ... Q_{TPn} etc. shall be made pro-rata for the no. of days for which toll plazas were Live in the quarter;
		
		  o Q_{TP1}, Q_{TP2}, Q_{TPn}– pro-rata payment for a toll plaza 1, 2,....n for the quarter – {Per toll plaza O&M quoted unit price * (no. of days plaza was live in the quarter/ total no. of days in the quarter}
		
		  o AF = Adjustment Factor as defined in SLA section 6.3.
		
		▪ D = Deductions for penalty as defined in SLA section 6.3.
		
		The payments for One-time Integration cost with each application such as My FASTag App, Sukhad Yatra App etc. – shall be made upon completion of the integration with the mobile App/portal and Go- Live of the integration.
			vendor for each toll plaza Live in the quarter; calculated as under:
			
			  o $\Sigma Q_B = (Q_{TP1} + Q_{TP2} + \ldots + Q_{TPn})$
			
			  o The payments Q_{TP1}, Q_{TP2}, ... Q_{TPn} etc. shall be made pro-rata for the no. of days for which toll plazas were Live in the quarter;
			
			  o Q_{TP1}, Q_{TP2}, Q_{TPn} – pro-rata payment for a toll plaza 1, 2,..n for the quarter – {Per toll plaza O&M quoted unit price x (no. of days plaza was live in the quarter/ total no. of days in the quarter}
			
			  ~~o AF = Adjustment Factor as defined in SLA section 6.3.~~
			
			~~▪ Q_C = Quarterly payments for Operations & Maintenance cost Plaza Lane Queue Length Determination using new camera system installed by the CTS Vendor at NH toll plazas for each toll plaza Live in the quarter; calculated as under:~~
			
			  ~~o $\Sigma Q_C = (Q_{TP1} + Q_{TP2} + \ldots + Q_{TPn})$* AF~~
			
			  ~~o The payments Q_{TP1}, Q_{TP2}, ... Q_{TPn} etc. shall be made pro-rata for the no. of days for which toll plazas were Live in the quarter;~~
			
			  ~~o Q_{TP1}, Q_{TP2}, Q_{TPn}– pro-rata payment for a toll plaza 1, 2,....n for the quarter – {Per toll plaza O&M quoted unit price * (no. of days plaza was live in the quarter/ total no. of days in the quarter}~~
			
			  ~~o AF = Adjustment Factor as defined in SLA section 6.3.~~
			
			▪ D = Deductions for penalty as defined in service levels as per sections 6.3.1 and6.3.2.
			
			The payments for One-time Integration cost with each application such as My FASTag App, Sukhad Yatra App etc. – shall be made upon completion of the integration with the mobile App/portal and Go- Live of the integration.

SI. No.	Section	Original Clause	Updated Clause
13.	Section 5.18.5 Point iii Dispute resolution procedure	**5.18.15.** **(iii) Dispute resolution procedure** Any Dispute which is not resolved amicably shall be finally settled by arbitration to be conducted in accordance with the rules of arbitration of the Society For Affordable Redressal Of Disputes (SAROD).	**5.18.15.** **(iii) Dispute resolution procedure** Any Dispute which is not resolved amicably shall be finally settled by arbitration to be conducted **as per Arbitration and Conciliation Act, 1996. Such arbitration proceedings shall be conducted by two (2) arbitrators, each to be appointed by the Party. The arbitrators appointed by the Parties shall appoint a person to be an umpire/presiding officer.** ~~in accordance with the rules of arbitration of the Society For Affordable Redressal Of Disputes (SAROD).~~ The manner of appointment of the third (presiding) arbitrator, manner of arbitration shall be determined by the two arbitrators in line with the provisions of the Arbitration & Conciliation Act, 1996.
14.	Section 6	**Clause 6.2.12, Clause 6.3.2** The accuracy of proposal solution should be 99.5%, failing which there will be penalty shall be applicable as per provision in this RFP. The accuracy of the traffic congestion/ waiting time will be cross checked with the NH live feed available in Command Control Room.	**Clause 6.2.12, Clause 6.3.2** The accuracy of proposal solution should be ~~99.5~~**98 per cent**, failing which there will be penalty shall be applicable as per provision in this RFP. The accuracy of the traffic congestion/ waiting time will be cross checked with the NH live feed available at the command & control room at NHAI Headquarters in New Delhi.
15.	Section 6	**Clause 6.2.5** Any proposed satellite feed used in the solution should have all the requisite regulatory and security compliances for operation in India.	**Clause 6.2.5** Any proposed satellite feed or maps used in the solution should have all the requisite regulatory and security compliances for operation in India, viz. clearance from National Remote Sensing Centre etc
16.	Section 6	**Clause 6.3.2** The accuracy of proposal solution should be 99.5%. In case of the system underreporting or overreporting instances of congestion, the following penal levies will be deducted. | Event	Penal deductions
---	---
Undercounting/ missing instances of reporting of congestion	
More than ten instances in a month reported by consumers & verified by RO's but does not show up on the application/ dashboard (limited to the plazas where the solution is in operation)	100 per cent deduction of operating charges
More than three but less than ten instances in a month reported by consumers & verified by RO's but does not show up on the application/	25 per cent deduction of operating charges		**Clause 6.3.2** The accuracy of proposal solution should be 98 per cent. In case of the system underreporting or overreporting instances of congestion, the following service levels will be deemed to have been achieved, and the according deductions shall be made from payments (as defined as 'D' in para 5.6.3). | Event	Deemed accuracy level
---	---
Undercounting/ missing instances of reporting of congestion	
Ten (10) or more instances in a month reported by consumers & verified by RO's but does not show up on the application/ dashboard (limited to the plazas where the solution is in operation)	Less than 90 per cent 10 per cent deduction as per clause 6.3.5
More than three but less than ten instances in a month reported by consumers & verified by RO's but does not show up on the	Equal to 95 per cent 05 per cent deduction	

Sl. No.	Section	Original Clause		Updated Clause	
		dashboard (limited to the plazas where the solution is in operation)		application/ dashboard (limited to the plazas where the solution is in operation)	
		Up to three instances in a month reported by consumers & verified by RO's but does not show up on the application/ dashboard (limited to the plazas where the solution is in operation)	No deduction of operating charges	Up to three instances in a month reported by consumers & verified by RO's but does not show up on the application/ dashboard (limited to the plazas where the solution is in operation)	Equal to 98 per cent No deductions
		Overcounting/ false positive instances of reporting of congestion		No instances reported in a month where congestion has been reported by consumers & verified by RO's, but which has not shown up on the application/ dashboard (limited to the plazas where the solution is in operation)	Equal to 100 per cent. No deductions.
		Up to 5 instances of false congestion instances in one month (system reports congestion, RO feed shows otherwise)	No deduction of operating charges	Overcounting/ false positive instances of reporting of congestion	
				No instances of false congestion instances reported in the month	Equal to 100 per cent. No deductions.
		More than 5 but less than 10 instances of false congestion instances in one month (system reports congestion, RO feed shows otherwise)	25 per cent deduction of operating charges	Up to 5 instances of false congestion instances in one month (system reports congestion, RO feed shows otherwise)	Equal to 98 per cent No deductions.
		More than 10 instances of false congestion instances in one month (system reports congestion, RO feed shows otherwise)	100 per cent deduction of operating charges	More than 5 but less than 10 instances of false congestion instances in one month (system reports congestion, RO feed shows otherwise)	Equal to 95 per cent 05 per cent deduction
		Note: 'Per month' instances are based on averaging during one quarter.		Ten (10) or more instances of false congestion instances in one month (system reports congestion, RO feed shows otherwise)	Below 90 per cent 10 per cent deduction as per clause 6.3.5.
				Note: 'Per month' instances are calculated as number of instances reported across all covered toll plazas during one quarter divided by three.	
17.	Section 6	Clause 6.2.24 The Successful bidder shall handover the database backup including source code periodically to IHMCL, as per instructions. The ownership of entire data collected during the project shall be of IHMCL. Clause 6.2.27 At the end of the Contract Period, the source code and requisite documentation should be handed over to IHMCL at no additional		Clause 6.2.24 The Successful bidder shall handover the database backup including source code periodically to IHMCL, as per instructions. The ownership of entire data collected during the project shall be of IHMCL. Clause 6.2.27 At the end of the Contract Period, the source code database backup, executables, and requisite documentation should be handed over to IHMCL at no additional cost. The process of handing over should start 6 months prior to Contract expiry.	

Sl. No.	Section	Original Clause	Updated Clause
		cost. The process of handing over should start 6 months prior to Contract expiry.	
18.	Section 5	**New clause**	**5.14.9 Termination Payments** On account of termination of Contract Agreement by IHMCL with no fault of PCMS vendor, the Termination Payment to the PCMS vendor shall be as below: *(see table below)* **Further, it is clarified that no termination payments shall be made in case of termination due to any other reasons such as expiry of contract, Force Majeure, or breach of contract by the vendor as specified in Clause 5.14 of the RFP.**
19.	Section 6	**Clause 6.2, Scope Overview** The data needs to be hosted on MEITY empanelled Cloud Service Provider. The Successful bidder shall be required to estimate the space requirement as per information provided in RFP.	**Clause 6.2, Scope Overview** The data needs to be hosted on MEITY empanelled Cloud Service Provider. The Successful bidder shall be required to estimate the space requirement as per information provided in RFP. All the associated cost for procurement of cloud space, domain name

Termination Payments table (within updated clause, item 18):

If the Termination Notice is issued by IHMCL prior to completion of **eighteen months** from the date on which the contract was signed.	A total of: (1) A lump sum amount equivalent to **50 per cent of the payment made in the preceding quarter.** (2) Pro-rata payment for days for which the vendor has provided services during the quarter in which the notice was issued, up to the day of cessation of services by the vendor as stipulated by IHMCL as per the notice of termination.
If the Termination Notice is issued by IHMCL **upon or after** completion of **18 months** from the date on which the contract was signed.	**No payments to be made.**

Sl. No.	Section	Original Clause	Updated Clause
		All the associated cost for procurement of cloud space, domain name purchase, SSL certificates, Google API hit etc. shall be borne by Successful bidder. The successful bidder shall be responsible for arranging the cloud based servers, and all data and applications etc. should migrate to server provided by IHMCL as per requirement.	purchase, SSL certificates, Google API hit or any such other **API hit** etc. shall be borne by Successful bidder. The successful bidder shall be responsible for arranging the cloud based servers, and all data and applications etc. should migrate to server provided by IHMCL as per requirement.
20.	Section 7	**7.12. Annexure 11: Format for Financial Proposal**	**7.12.Revised Format for Financial Proposal provided at Annexure -3 of this Corrigendum 2**
22.	4.1, Key Dates	<table><tr><th>Event Description</th><th>Date</th></tr><tr><td>Bid Due Date for submission on e-tender portal</td><td>03 May 2021 till 16:00 Hrs IST</td></tr><tr><td>Due date for physical submission of following documents at IHMCL office: • Document Fee • EMD/Bid Security • Power of Attorney</td><td>03 May 2021 till 16:30 Hrs IST</td></tr><tr><td>Opening of Technical Bids</td><td>04 May 2021 till 17:00 Hrs IST</td></tr></table>	<table><tr><th>Event Description</th><th>Date</th></tr><tr><td>Bid Due Date for submission on e-tender portal</td><td>**17 May 2021 till 16:00 Hrs IST**</td></tr><tr><td>Due date for physical submission of following documents at IHMCL office: • Document Fee • EMD/Bid Security • Power of Attorney</td><td>**17 May 2021 till 16:30 Hrs IST**</td></tr><tr><td>Opening of Technical Bids</td><td>**18 May 2021 at 17:00 Hrs IST**</td></tr></table>

Annexure -1: <u>Bid Securing Declaration Form</u>

<u>(To be submitted by Lead Bidder in the Letter head)</u>

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 fromthe 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 theperiod 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 PerformanceSecurity, 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 daysafter 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)

Annexure -2 –Undertaking by Sole Bidder/Lead Member of the Consortium, in case of a Consortium

Ref: Approach & Methodology Marking criteria (Clause 3.21.3 Sl # 3)

Marking Criteria	Submission by bidder (Yes/No)
3.1 Whether the mapping API of the proposed solution is used in any commercial application in India?	
3.2 Whether the proposed solution has been used in any other commercial application in India?	
3.3 Whether the maps etc. are clear for use in India by the concerned statutory authorities (NRSC/ Department of Space/ ISRO etc.)?	
3.4 Whether the solution is capable of detecting vehicular congestion up to 300 meters from the point of constriction?	
3.5 Whether the solution is capable of determining average speed of vehicles moving within a range of 300 meters from the toll plaza?	
3.6 Whether the solution is capable of determining stoppage time of vehicles at the toll plaza and predicting potential congestion based on incoming flow of vehicles?	
3.7 Whether the vendor proposes to provision a failsafe Internet connectivity at the plaza at his or her own cost to maintain real time updates to the congestion data?	
3.8 In case of the system reporting congestion, whether there is a back-up protocol for determining whether the congestion really exists?	
3.9 Whether the vendor proposes to provision additional electrical power at the plaza at his or her own cost to ensure the availability of the camera feed/ sensor/ other input data?	
3.10 Whether the proposed solution allows for export of data in real time (see definition) to platforms such as MyFASTag or Sukhad Yatra?	

Annexure -3 Revised Format for Financial Proposal

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

 	Only cells having yellow color to be filled by bidder
Name of the RFP:	Request for proposal (RFP) for Selection of Vendor for Design, Develop, Commissioning and Operations & Maintenance of Plaza Congestion Monitoring System (PCMS) (RFP Reference – IHMCL/PCMS/2021/01)
Name of Bidder:	
Bid Invitation Date:	12-Apr-21

Sl.#	Particulars	Quantity (A)	Unit	Time Period (in quarters) (B)	Unit Rate (in Rs.) Excluding GST (C)	Amount (in Rs.) excluding GST $D = A * B * C$ (for Sl # 1 to 2) AND $D = A * C$ (for Sl. # 3)
1	Per toll plaza Quarterly Operations & Maintenance cost for Plaza Congestion Monitoring System (PCMS) Software	300	Toll Plaza	8		-
2	Per toll plaza Quarterly Operations & Maintenance cost for Plaza Lane Queue Length Determination *(Either by using existing camerasystemof NHAI/IHMCL or by installing new camera system by the PCMS vendor at NH toll plazas)*	300	Toll Plaza	8		-
3	One-time Integration cost with any other application viz. My FASTag App, Sukhad Yatra App etc. – Bidder to quote integration cost for one application	1	Lumpsum	NA		-
Total Cost, excluding GST						-