

Reply to Pre-bid Queries - 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 Published on 12.04.2021
Date of release of response - 30.04.2021

Sl #	Category of Query (Technical/ Legal/ General/ Others)	Ref to RFP (Clause, Page no.)	Original Clause of RFP	Clarification Sought	Response
1	General	3.16.1,22	<p>1st Clause:- The Bidder shall submit the scanned copy of the original documents as mentioned in the RFP along with the bid on or before due date of submission. Evaluation of bids shall be carried out with the available scanned copy of original document submitted by bidder on e-portal as per RFP requirement. However, the successful bidder has to submit the original documents physically with IHMCL before the issue of LOA.</p> <p>2nd Clause:- The Applicant shall submit following documents physically at IHMCL office as per timeline provided in Clause 4.1 'Key Dates':</p> <ul style="list-style-type: none"> <input type="checkbox"/> Document/Application Fee <input type="checkbox"/> EMD/Bid Security <input type="checkbox"/> Power of Attorney/Letter of Authority 	Both are contradictory to each other. The very 1st clause says only the successful bidder has to submit the document physically however 2nd clause says the applicant has to submit the documents before timelines. Please clarify it.	Documents as mentioned in Clause 4.1 needs to be submitted physically in IHMCL office as per prescribed time. However, complete Technical bid needs to be submitted post issuance of LOA by successful bidder only.
2	General	37,4.1	Bid Due Date for submission on e-tender portal 26 April 2021; 16:00 hrs IST	Keeping in mind the corona pandemic it is requested to extend the bid submission date by at least 3 weeks	Refer Corrigendum-2
3	General	3.14, 21	The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD) /Bid Security for an amount INR 21,00,000/- (Rupees Twenty-One Lakh Only).	As per Gol mandate of Dec'2020, EMD fee should be relaxed for all applicants.	Refer Corrigendum-2
4	General	1,7	Document Fee (non-refundable) 10000 INR	As per Gol mandate of Dec'2020, Tender fee should be relaxed for all applicants.	Refer Corrigendum-2
5	6.2.14 , page no-56 of 103	Technical	6.2.14	As per clause 6.2.14 the cloud for hosting has to be MEITY empanelled. The existing cloud service providers empanelled on MEITY are very expensive currently.	No change, provisions of RFP shall prevail
6	6.2.19 , page no-56 of 103	Technical	6.2.19	As per clause no 6.2.19 we have the compliance of international standards and security guidelines in place . Rest all the conditions of cloud will be met except for being MEITY empanelled. Please remove MEITY empanelment clause. Data will be owned by IHMCL and will be handed over when required.	No change, provisions of RFP shall prevail
7	5.18.5 Point iii Dispute resolution procedure Page 50	Legal	<p>5.18.15. Dispute resolution procedure</p> <p>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).</p>	<p>We suggest that arbitration proceedings to be conducted as described in the revised clause.</p> <p>iii. 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).</p>	Refer Corrigendum-2

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8	5.18.6 Liability for review of Documents Page 48	Legal	<p>5.18.6. Liability for review of Documents</p> <p>a) Except to the extent expressly provided in this Contract:</p> <p>i. no review, comment or approval by IHMCL, any document submitted by the Successful bidder nor any observation or inspection of the Services performed by the Successful bidder nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Successful bidder from its obligations, duties and liabilities under this Contract, the Applicable Laws and applicable permits; and</p> <p>ii. IHMCL shall not be liable to the Successful bidder by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.</p>	<p>We suggest to incorporate the highlighted portion since in some cases, review/approval/inspection of IHMCL is required to carry on the task under the Contract.</p> <p>a) Except to the extent expressly provided in this Contract:</p> <p>i. no review, comment or approval by IHMCL, any document submitted by the Successful bidder nor any observation or inspection of the Services performed by the Successful bidder nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Successful bidder from its obligations, duties and liabilities under this Contract, the Applicable Laws and applicable permits; and</p> <p>ii. IHMCL shall not be liable to the Successful bidder by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above, provided such review, approval, comment, inspection by IHMCL is required by successful bidder in performance of its obligations under the Contract .</p>	No change, provisions of RFP shall prevail
9	5.14.6 Termination Page 44	Legal		<p>We are proposing a new clause wherein NECTI shall have the right to terminate the Contract in case of material breach by IHMCL.</p> <p>5.14.8 a. In the event IHMCL materially breaches any term of this Agreement, which breach is not cured within 30(Thirty) days after written notice specifying the breach is given to IHMCL, the successful bidder may (i) terminate this Agreement by giving written notice to IHMCL; and (ii) pursue any and all remedies available subject to the provisions of this Agreement.</p> <p>b. The successful bidder shall terminate this Agreement forthwith If IHMCL becomes insolvent or bankrupt, makes a general assignment for the benefit of, or enters into any arrangement with, creditors, files a voluntary petition under any bankruptcy, , insolvency, or similar law, or has proceedings initiated under any such laws.</p>	No change, provisions of RFP shall prevail
10	5.14.6 Termination Page 44	Legal	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.	In case, IHMCL terminates the Contract under this sub clause, IHMCL shall have obligation to pay Early termination charges to the tune of INR_____	Please refer Corrigendum-2 for Termination Payments.

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11	5.13.3 Indemnification Page 43	Legal	<p>In addition to the aforesaid, the Successful bidder shall fully indemnify, hold harmless and defend IHMCL Indemnified Persons from and against any and all direct loss, damage, cost and expense of whatever kind and nature (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Successful Bidder or by its Agents in performing the Successful bidder's obligations or in any way incorporated in or related to this Contract. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Successful bidder shall make every reasonable effort, by giving a bond (of the type and value as required) or otherwise, to secure the revocation or suspension of the injunction or restraint order and continue to perform its obligations hereunder. If the Successful bidder is unable to secure such revocation within a reasonable time, it shall, at its own expense, and without impairing the Specifications and</p>	<p>Request Highlighted portion to be added, and struck off portion to be removed</p> <p>In addition to the aforesaid, the Successful bidder shall fully indemnify, hold harmless and defend IHMCL Indemnified Persons from and against any and all direct loss, damage, cost and expense of whatever kind and nature (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Successful Bidder or by its Agents in performing the Successful bidder's obligations or in any way incorporated in or related to this Contract. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Successful bidder shall make every reasonable effort, by giving a bond (of the type and value as required) or otherwise, to secure the revocation or suspension of the injunction or restraint order and continue to perform its obligations hereunder, if not restrained otherwise by order of court. If the Successful bidder is unable to secure such revocation within a reasonable time, it shall, at its own expense, and without impairing the Specifications and Standards, shall rectify such defaults and shall also be liable for damages to IHMCL for the corresponding loss during the interim period on this account.</p>	No change, provisions of RFP shall prevail
12	5.13.1 Indemnification Page 42	Legal	<p>The Successful Bidder shall indemnify, defend, save and hold harmless, IHMCL, NHAI and MoRTH and their officers, employees, servants, and agents (hereinafter referred to as the "IHMCL Indemnified Persons") against any direct loss, damage, claims, cost and expense of whatever kind and nature (including without limitation, legal fees, claims and expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of or are based upon any order passed by any statutory authority including Courts, tribunals or other judicial/quasi-judicial authorities, on account of breach of the Successful Bidder's obligations under this Contract or any other related agreement or otherwise, any fraud or negligence attributable to the Successful bidder or its Agents under contract or tort or on any other ground whatsoever, all eventualities of theft, dacoity, robbery, etc., except to the extent that any such suits, proceedings, actions, demands and claims has arisen due to any breach or default of this Contract on the part of IHMCL Indemnified Persons.</p>	<p>Revised Clause suggested</p> <p>The Successful Bidder shall indemnify, defend, save and hold harmless, IHMCL, NHAI and MoRTH and their officers, employees, servants, and agents (hereinafter referred to as the "IHMCL Indemnified Persons") against any direct loss, damage, claims, cost and expense of whatever kind and nature (including without limitation, legal fees, claims and expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of or are based upon any order passed by any statutory authority including Courts, tribunals or other judicial/quasi-judicial authorities, on account of breach of the Successful Bidder's obligations under this Contract or any other related agreement or otherwise, any fraud or negligence attributable to the Successful bidder or its Agents under contract or tort or on any other ground whatsoever, all eventualities of theft, dacoity, robbery, etc., except to the extent that any such suits, proceedings, actions, demands and claims has arisen due to any breach or default of this Contract on the part of IHMCL Indemnified Persons.</p>	No change, provisions of RFP shall prevail

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13	5.18.17. Limitation of Liability Page 51	Legal	The Successful Bidder's liability under this Contract shall be determined as per Applicable law. The Successful Bidder shall be liable to IHMCL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Successful Bidder its affiliates, subsidiaries, stockholders, subcontractors, suppliers, directors, officers, employees, assigns and agents, including loss caused to IHMCL on account of defect in goods or deficiency in services on the part of Successful Bidder or his agents or any person / persons claiming through or under said Successful Bidder.	<p>We suggest to put a capping on our liability which is highlighted and added in the clause.</p> <p>The Successful Bidder's liability under this Contract shall be determined as per Applicable law. limited to the applicable Purchase Order/Invoice/Scope of work giving rise to such liability.</p> <p>The Successful Bidder shall be liable to IHMCL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Successful Bidder its affiliates, subsidiaries, stockholders, subcontractors, suppliers, directors, officers, employees, assigns and agents, including loss caused to IHMCL on account of defect in goods or deficiency in services on the part of Successful Bidder or his agents or any person / persons claiming through or under said Successful Bidder.</p> <p>Successful Bidder shall not be liable for:</p> <p>- any loss of production, loss of use, loss from business interruption, loss of profit, loss of business, loss of goodwill or reputation, or wasted expenditure; or</p> <p>- any incidental, indirect, special, consequential, or punitive cost, expense, loss or damage of any kind, arising in connection with this Agreement, even if advised of the possibility of such damages or losses or if such possibility was reasonably foreseeable.</p>	No change, provisions of RFP shall prevail
14	5.18.22 Confidentiality of the Assignment/Findings Page 54	Legal	The Successful Bidder shall not, during the term of assignment and within two years after its expiration, disclose any propriety or confidential information relating to the services, this assignment or IHMCL's business or operations without prior written consent of IHMCL.	<p>Revised clause suggested to make it mutual.</p> <p>The Successful Bidder A Party shall not, during the term of assignment and within two years after its expiration, disclose any propriety or confidential information relating to the services, this assignment or other Party IHMCL's business or operations without prior written consent of other party IHMCL.</p>	No change, provisions of RFP shall prevail
15	5.10 Contract Period Point No. 5.10.1	Legal	The Contract Period for the Project shall be 26 months from date of signing of Contract Agreement.	Please clarify the period of contract, is it from the date of signing of agreement or from the date of Commencement of services	Contract Agreement Start Date will be from date of Signing of Contract Agreement
16	Point No. 2. Annual Turnover 3.2 Eligibility/Pre-Qualification criteria Page No. 12	Legal	For the purpose of this criterion, annual turnover of only the bidding entity will be considered. Annual turnover of any parent, subsidiary, associated or other related entity will not be considered.	In case the foreign entity is not registered in India and have to get itself registered after award the entity so registered would be a subsidiary of the parent. In such case this clause can't be met. Kindly clarify.	This is to clarify that the Annual Turnover sought is for the Sole Bidder or Lead Member of the Consortium, in case of a consortium. In case a parent entity of an organisation is bidding, the criteria is required to be fulfilled by the that entity only.
17	5.7. Prices Point No. 5.7.3 Page 41	Legal	All payments shall be made subject to adjustment of applicable damages.	We suggest that payment should be made without deducting any damages. If any damages are to be recovered, it should be done separately and should not be clubbed with payment.	No change, provisions of RFP shall prevail
18	Point No. 2. Annual Turnover 3.2 Eligibility/Pre-Qualification criteria Page No. 12	General	Certificate from the Statutory Auditor/CA clearly specifying the annual turnover for the specified period in Annexure 4	Request you to kindly consider certificate provided by any Practicing CA on the Annual Turnover	No change, provisions of RFP shall prevail

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19	Point No. 3. Net worth 3.2 Eligibility/Pre-Qualification criteria Page No. 13	General	Certificate from the statutory auditor/CA clearly specifying the net worth of the firm as on 31 March 2020. As per format provided in Annexure 4.	Request you to kindly consider certificate provided by any Practicing CA on the Net worth	No change, provisions of RFP shall prevail
20	Point No. 4. Relevant Experience 3.2 Eligibility/Pre-Qualification criteria Page No. 13	General	<p>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:</p> <p>(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</p> <p>(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</p> <p>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.</p> <p>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.</p>	Request you to kindly allow and consider project done for private companies, enterprises as well.	Refer Corrigendum-2
21	Point No. 1.1. Bidder Profile (Maximum Marks = 30 marks) 3.21.3 Evaluation Parameters for Technical Proposal Page No. 26	General	Average annual sales turnover generated from software development, deployment & operations for any three consecutive financial years between 01 April 2017 and 31 March 2021	Request you to kindly consider certificate provided by any Practicing CA on the Annual Turnover	No change, provisions of RFP shall prevail
22	Point No. 2.1. Relevant Past Experience (Maximum Marks = 50) 3.21.3 Evaluation Parameters for Technical Proposal Page No. 26	General	<p>Experience of secured the contract for & having successfully implemented projects that have involved</p> <p>(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</p> <p>(ii) Usage of video analytics in order to detect, monitor, analyze and report vehicular congestion using video feeds at street intersections, toll plazas etc. and/or</p> <p>Note: Project should have been awarded by public authority or any agency duly authorized/ having been provided a concession by a public authority, whether in India or any other country. Project should have been awarded and implemented by the bidding entity only, and no project experience of parent entity, or sister concern shall be considered for evaluation. 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.</p>	Request you to kindly allow and consider project done for private companies, enterprises, whether in India or any other country, as well.	Refer Corrigendum-2

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23	Point No. 2.2. Relevant Past Experience (Maximum Marks = 50) 3.21.3 Evaluation Parameters for Technical Proposal Page No. 27	General	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.	Request you to kindly allow and consider project done for private companies, enterprises, whether in India or any other country, as well.	Refer Corrigendum-2
24	5.6.4 Timeline Implementation phase Page No. 40	General	Go-Live of PCMS software on Mobile App and Web-portal: T + 60 days	60 days is too less a time to execute the project, going by the multiple integrations and requirement of rigorous testing. Thus, request you to kindly allow 90 days to Go live of PCMS software. Accordingly the timelines for rest of the milestones such as SR , Design and UAT can be extended.	No change, provisions of RFP shall prevail
25		Others		The scope of the project include providing Congestion analysis at the toll plazas to share real time details. Request you to kindly allow projects with congestion analysis through gps and rfid technology, and not just restrict the requirement through camera.	No change, provisions of RFP shall prevail
26	6.2.4 III, Pg 55	Technical	Toll Plaza with waiting time for more than 3 mins.	Our understanding is that this 3 min wait time will be applicable for the last vehicle in the measurement range (camera FOV). Is this correct?	Yes
27	6.2.4 V, Pg 55	Technical	Track the case till the congestion is not reduced less than 1 km.	Is this 1 km or 1 min?	1 Km
28	6.2.6, Pg 55	Technical	The dashboard should be able to provide a range of visualization options at disposal including graphs, dials, and other unique display options that provide the essential data at a glance	1. Will the dashboard be part of the IHMCL's Command Centre or a stand alone application? 2. Is data collected from FASTag system (vehicle number) also to be utilized for analysis?	The Successful bidder shall be required to develop Dashboard for the project, however in case required by IHMCL the successful bidder needs to integrate the same with Command Centre.
29	6.2.8, Pg 55	Technical	The dashboards should provide a live display of Toll Plaza performance, on-line and historical traffic statistics and predictions.	In case of predictions, other than traffic load patterns (time of the day, week, month), what type of predictions are expected?	Shall be intimated during implementation as on requirement basis
30	6.2.9, Pg 55	Technical	The successful bidder has to provide the proposed solution on Software-as-a-Service (SAAS) model. All the services viz. app development, AI analytics, cloud hosting, API calls, integration with Toll Data Lake, etc. are required to be provided as part of SAS model	For video analytics, can a hybrid deployment model be applied? In this, the computing will be done at the edge/toll plaza, with alert management and dashboard on the cloud	The bidder may choose model as per convenience, the outcome should be as mentioned in RFP.
31	6.2.9, Pg 55	General	The successful bidder has to provide the proposed solution on Software-as-a-Service (SAAS) model. All the services viz. app development, AI analytics, cloud hosting, API calls, integration with Toll Data Lake, etc. are required to be provided as part of SAS model	Since this is to be a SaaS model, pricing model to be followed is OPEX (quarterly). Correct?	Yes
32	6.2.13, Pg 56	Technical	The proposed solution will be required initially for a period of two years which can be extended for another one year on the tendered approved rates.	According to this, the data is also to be stored for this period (2+1 years)?	Yes
33	6.2.24, Pg 57	Technical	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.	Other than the database, which IHMCL will own, the source code will be required for which applications? Will it be only for those applications developed specifically for IHMCL or will source code be required for video analytics software as well?	Refer Corrigendum-2
34	NA	Technical	Additional Clarifications	Is vehicle type (sedan, SUV, 2 wheeler) also to be detected?	Yes

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35	5.5. Right to Amend Project Scope Page 38	General	5.5. Right to Amend Project Scope 5.5.1. IHMCL reserves the right to include new fee plazas in the scope of Successful bidder which shall be made operational by NHA 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. 5.5.2. IHMCL, may at any time, at its sole discretion defer the implementation at certain fee plazas as per its requirements.	Any change in toll plaza will be taken as a separate Change Request and shall be payable accordingly.	No change, provisions of RFP shall prevail
36	Relevant experience, page no. 13	Technical	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.	We request for ongoing assignments to consider the certificate mentioning the status of project for e.g. Successful go-live achieved and other phase completion certificate. Instead of specification of value of work completed as that kind of certificate is difficult to be obtained from client.	No change, provisions of RFP shall prevail
37	Evaluation Parameters for Technical Proposal, Page no. 29, 3.21.4	Technical	The Minimum technical score to qualify for Financial Proposal evaluation (ST) is 70 marks out of total 100 marks	Request to modify the minimum technical score requirement to be 60 marks instead 70 marks to make the bidding process more competitive	No change, provisions of RFP shall prevail
38	Performance Security, Page no. 32, 3.31	Others	the Successful Bidder shall submit an irrevocable and unconditional Bank guarantee issued in the name of IHMCL for an amount equal to 3% of Total Project Cost,	Request to modify the PBG percentage to 1% of Total project cost which is the norm as per government tendering policy	No change, provisions of RFP shall prevail
39	KEY DATES, Page no. 37, 4.1	General	Bid Due Date for submission on e-tender portal	Considering the bid submission we request you to provide extension in bid as process of evaluating OEM's and third party vendors require sufficient time for better solution. Further considering the pre-bid is due on 19th Apr which means that we will be receiving the responses to our queries in next 2 to 3 days, will not allow us sufficient time to consider them as part of our bid submission process and solution preparedness. Hence, we request to please allow for 1 week or 10 days extension from date of release of pre-bid queries	Refer Corrigendum-2
40	Payment terms, Page no. 39, 5.6	Others	Payment shall be released on quarterly basis subject to deduction of penalty	We agree with the payment terms on quarterly basis however, we request at least 15 % mobilization advance should be provided at the time of contract signing for managing resource cost and opex expenses	No change, provisions of RFP shall prevail
41	Timeline Implementation phase, 5.6.4, Page no. 40	Technical	For integration of PCMS software with other mobile App such as My FASTag App, Sukhad Yatra App or other Apps should be carried out in 1 months period	Just to confirm, we understand that this timeline of 1 month is post go-live of PCMS software application. Also request if same can be relaxed to 45 days as getting understanding of the application landscape and creating the necessary API's for integration can take some time.	No change, provisions of RFP shall prevail
42	Contract Period, 5.10, Page no. 41	General	The Contract Period for the Project shall be 26 months	We would like to confirm that 2 months is application development and implementation time. Followed by 2 years of O&M. Please confirm	Yes, Contract Period shall be of 26 months (2 months development + 24 months O&M), start date of Contract should be from date of signing of Contract Agreement

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43	Indemnification, 5.13, Page no. 42	Legal	The Successful Bidder shall indemnify, defend, save and hold harmless, IHMCL, NHAI and MoRTH and their officers, employees, servants, and agents (hereinafter referred to as the "IHMCL Indemnified Persons") against any direct loss, damage, claims, cost and expense of whatever kind and nature (including without limitation, legal fees, claims and expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of or are based upon any order passed by any statutory authority including Courts, tribunals or other judicial/quasi-judicial authorities, on account of breach of the Successful Bidder's obligations under this Contract or any other related agreement or otherwise, any fraud or negligence attributable to the Successful bidder or its Agents under contract or tort or on any other ground whatsoever, all eventualities of theft, dacoity, robbery, etc., except to the extent that any such suits, proceedings, actions, demands and claims has arisen due to any breach or default of this Contract on the part of IHMCL Indemnified Persons	We request you to cap this to the amount of fees and expenses incurred to recover against any direct loss, damage, claims, cost	No change, provisions of RFP shall prevail
44	Capping on penalties, 6.3.5, page no. '60	General	Penalty clause	We request you to consider overall project penalty to 10% of overall contract value.	No change, provisions of RFP shall prevail
45	Annexure 3, 7.3, page no. 66	General	Annexure 3: Undertaking	Do we need to provide this undertaking on letterhead or on plain paper signed by authorised signatory. Please confirm	On letterhead
46	Annexure 5 & 6, 7.9-7.10, page no. 69 & 70	Legal	The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be registered or duly notarized by a notary public.	Request you to please confirm the stamp paper value to be used for Power of Attorney	Non-judicial stamp paper of value of Rs. 100 (Rupees One Hundred Only).
47		Technical		Request you to kindly provide technical specifications of existing camera deployed at the Toll plazas.	Refer Corrigendum-2
48		Technical		Request you to kindly provide expected technical and functional compliance of new cameras to be deployed at the Toll plazas.	No change, provisions of RFP shall prevail
49		General		Request you to allow bidders to submit IVA projects with scope other than vehicle congestion as well, like crowd detection, vehicle wrong direction movement, traffic over speeding, etc. which should be assessed under eligibility and technical qualification.	No change, provisions of RFP shall prevail
50		General		Request you to provide more information on the scope of Plaza Congestion Monitoring System (PCMS)	Provided in Section 6 on RFP
51		General		To encourage participation from quality bidders, we suggest you to allow companies with minimum annual turnover generated from software development, deployment & operations for any three consecutive financial years between 01 April 2017 and 31 March 2021 of 30 crores.	No change, provisions of RFP shall prevail
52	Clause 6.2.26.3 Page 57	Others	6.2.26.3 Internet connectivity is available at the plaza, however, to ensure effective operation of Application, the Successful bidder shall make provision for required internet connectivity at the plaza at no additional cost to IHMCL.	Internet bandwidth for pulling video feeds from all PTZ has to be under the scope of Client or Paid on actuals on us to include in our offering	No change, provisions of RFP shall prevail
53	Clause 6.2.23 Page 57	Others	6.2.23 Upgrades - Any required version/Software /Hardware upgrades, patch management etc. at the Cloud Site will be supported by the Successful bidder for the entire contract period at no extra cost to IHMCL	Any change in toll plaza will be taken as a separate Change Request and shall be payable accordingly.	Addition of toll plazas is separate clause mentioned in RFP shall be dealt accordingly

SI #	Category of Query (Technical/ Legal/ General/ Others)	Ref to RFP (Clause, Page no.)	Original Clause of RFP	Clarification Sought	Response
54	Clause 6.2.12 Page 56	Technical	6.2.12 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.	Request you to allow accuracy of solution to be 98%	Please refer Corrigendum-2
55	Section 7.12 Annexure 11 Format for Financial Proposal Page 78	Technical	Per toll plaza Operations & Maintenance cost Plaza Lane Queue Length Determination using new camera system installed by the CTS Vendor at NH toll plazas	Our understanding is that for new 150 upcoming toll plazas, there would be requirement of IP Based CCTV System for monitoring of Toll Plaza and to run various AI based Analytics. Request to kindly share the minimum technical specification for cctv cameras along with quantities. It should be combination of Fixed and PTZ cameras for effective monitoring of the toll Plazas.	The bidder may deploy as per requirement
56	Section 7.12 Annexure 11 Format for Financial Proposal Page 78	Technical	Per toll plaza Operations & Maintenance cost Plaza Lane Queue Length Determination using new camera system installed by the CTS Vendor at NH toll plazas	We recommend to use high resolution 5MP/8MP AI based Fixed Bullet cameras which can classify Human and Vehicle using the camera edge level analytics and hence the load on the server/cloud based analytics system can be reduced. Below is our recommendation" 8 MP AI Based Bullet camera , 4K (3,840 x 2,160) up to 30fps, Colour night vision (0.006 to 0.09 lx), Image Compression H.264,H.265 Smart Coding, 1/1.8 type CMOS image sensor, WDR 130dB, IP66, IK 10, NEMA 4X, Temperature -40 °C to +60 °C, Audio Ports , Alarms Port, Secure Communication support, AI analytics to differentiates between vehicles, motorcycles, bicycles, and people, Edge Analytics include Intrusion, Loitering, Direction, Cross Line."	The bidder may deploy as per requirement
57	Section 7.12 Annexure 11 Format for Financial Proposal Page 78	Technical	Per toll plaza Operations & Maintenance cost Plaza Lane Queue Length Determination using new camera system installed by the CTS Vendor at NH toll plazas	CCTV System for IR PTZ Cameras should have large optical zoom and IR to capture large area, below is our recommendation" 3 MP IR PTZ Camera with lens 4.2- 170 mm, Full HD 1080p 60fps, Intelligent Zoom Stabilization with 40x optical zoom, 16X Digital Zoom, Durable Pan/Tilt gear mechanism,* iA (intelligent Auto) Extreme Super Dynamic 140dB, IP66, IK10, NEMA 4X certified, Wider operating temperature range,-50 °C to +60 °C (-58 °F to +140 °F)"	The bidder may deploy as per requirement
58	1. NOTICE INVITING TENDER Page no. 6 & Bid security page no. 20	General	EMD/ Bid Security INR 21,00,000/- (Rupees Twenty One Lakh Only)	As per the latest guidelines published by GOI for exemption for EMD/Bid security under ref no. No. F.9/4/2020-PPD dated 12th November 2020 till 31.12.2021 for all the tenders. So, in the light of the same kindly issue a corrigendum regarding the Bid security exemption and arrange to upload a declaration on portal.	Refer Corrigendum-2
59	3.21.3 Evaluation Parameters for Technical Proposal 1.2 page no. 25	General	Marks shall be allotted as below: <ul style="list-style-type: none"> • 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 	As the project is prestigious and software related project so certifications related with the IT will be mandatory, but as per the scoring criteria, CMM level 3, 4 & 5 are all in same level for the same. So respective marks should also be same. We would request to department that please amend the scoring pattern as: <ul style="list-style-type: none"> • CMMi Level 3 ,4 or 5 – 15 marks • ISO 20000 for IT Service Management – 10 marks • ISO 27001:2013 for Information Security Management System – 10 marks 	No change, provisions of RFP shall prevail

SI #	Category of Query (Technical/ Legal/ General/ Others)	Ref to RFP (Clause, Page no.)	Original Clause of RFP	Clarification Sought	Response
60	3.21.3 Evaluation Parameters for Technical Proposal 2.1 page no. 25	General	Extracts of Work Order + Completion Certificates from the client; Or • Copy of completion certificate issued by the Client	As the projects are huge and also in ongoing nature so would request to department that not only consider the completion certificates but also consider the projects which are ongoing and/or under execution certificates for the same.	No change, provisions of RFP shall prevail
61	5.6 Payment Terms & Timelines, page no. 38	General	Payment Terms & Timelines	As the project is huge and required lots of manpower and equipment , so for mobilize of the same we would request to department that kindly amend the payment terms and consider at least 30% advance payment for this project against suitable ABG clause.	No change, provisions of RFP shall prevail
62	5.6.4 Timeline Implementation phase – page no. 39	General		Since Machine Learning Algorithms are most suited for this Project & specific site related training of algorithms may also be required for achieving high accuracy, UAT requested to be done in T+60 days and Go-Live in T+90 days	No change, provisions of RFP shall prevail
63	6.2.4 (i) Page no. 55	Technical	24x7 alerts and queue length tracking of more than 300 meters	1. Suggest queue length tracking of 100 meters in lieu of 300 meters 2. NHAJ requested to clarify if sufficient lighting is available for distances mentioned and/or, existing PTZ camera's provide clear night-vision upto the distances mentioned?	No change, provisions of RFP shall prevail
64	6.2.4 (v) Page no. 55	Technical	Raise alert to Nodal Officer of NHAJ where waiting time is more than 3 mins. and track the case till the congestion is not reduced less than 1 km. The alerts should be form of SMS, Email etc. as per directions of IHMCL.	1. Suggest: Raise alert to Nodal Officer of NHAJ where waiting time is more than 3 mins. and track the case till the congestion is not reduced less than 100 m 2. NHAJ requested to clarify if sufficient lighting is available for distances mentioned and/or, existing PTZ camera's provide clear night-vision upto the distances mentioned?	No change, provisions of RFP shall prevail
65	6.2.4 (v) Page no. 55	Technical	The alerts should be form of SMS, Email etc. as per directions of IHMCL	Request confirm SMS gateway recurring charges as per usage will be paid directly by NHAJ. Also, that no SIM's to be provided by SI	No change, provisions of RFP shall prevail
66	6.2.4 (vi) page no. 55	Technical	Populate the congestion data through automated APIs to Toll Data Lake software	Request confirm if Interface/API shall be provided by NHAJ or, SI to host API's and data lake software supplier shall integrate as by SI promulgated API document.	Shall be discussed and finalized during course of integration, the bidder need to provide full support for integration as per provision of RFP
67	6.2.12 Page no. 56	Technical	The accuracy of proposal solution should be 99.5%, failing which there will be penalty shall be applicable as per provision in this RFP	Suggest: The accuracy of proposal solution should be 95% , failing which there will be penalty shall be applicable as per provision in this RFP	Refer Corrigendum-2
68	6.2.26.2 Page No. 57	Technical	Currently, PTZ video feeds from around 500+ toll plazas, are available from different plazas at the Command-and-Control Centre of NHAJ. The Successful bidder may either use the available video data feeds or may need to deploy the new setup for installation of cameras at the plaza at their own cost to demonstrate the real-time queue length at each lane of the toll plaza.	NHAJ requested to indicate in how many Toll Plazas PTZ camera along with Pole & requisite Civil works shall need to be provided by SI.	Refer Corrigendum-2
69	6.2.27 Page no. 57	Technical	At the end of the Contract Period, the source code 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.	Relaxation requested: For: "source code", Read: "executables"	Refer Corrigendum-2
70	6.3.2 Page no. 58	Technical	The accuracy of proposal solution should be 99.5%	Suggest: The accuracy of proposal solution should be 95%	Refer Corrigendum-2

SI #	Category of Query (Technical/ Legal/ General/ Others)	Ref to RFP (Clause, Page no.)	Original Clause of RFP	Clarification Sought	Response
71	6.3 SLA/Damages Page no. 58		Any delay in the activities as mentioned in the Section 5.6.4. shall attract penalty as below: Rs. 10,000/- per week of delay in completion of each activity such as	After going through with penalty clause we found that the SLA/damage is on very higher side, so We request that please amend the penalty from Rs 10,000/- to 5000/- and For Undercounting/ missing instances of reporting of congestion: Instead of 100 per cent deduction of operating charges for the cycle. It would be as 50 per cent deduction of operating charges for the cycle. And instead of 25 per cent deduction of operating charges It would be as 10 per cent deduction of operating charges For Overcounting/ false positive instances of reporting of congestion Instead of 25 per cent deduction of operating charges Would be as 10 per cent deduction of operating charges	No change, provisions of RFP shall prevail
72	7.13 Annexure 12: Details of resources proposed page no. 79	General	Annexure-12	Kindly change the criteria from basic qualification (BE or MCA) to (BE/BTech/BCA/MCA)	No change, provisions of RFP shall prevail
73	Clause 3.21.3, Page 25,	Technical	Marks shall be allotted as below: <input type="checkbox"/> CMMi Level 3 or 4 – 10 marks <input type="checkbox"/> CMMi Level 5 – 15 marks <input type="checkbox"/> ISO 20000 for IT Service Management – 10 marks <input type="checkbox"/> ISO 27001:2013 for Information Security Management System – 10 marks One or more certificates may be considered for evaluation, subject to maximum 15 marks.	As the turnover of the company is asked is Rs 10 Cr only. So any such size of company usually doesn't have such CMM or ISO level certifications. Which is completely contradictory with the size of the project also. 1) Govt may buy the solution at extra cost only. 2) Also for such size of project its not necessary also. 3) Also there may be level playing field for small/mid size companies & start-up. Also Govt of India is trying to promote Start-up India mission & MSME. Inclusion request : 1) Govt of India DIPP registered start-up/MSME registered - 15mark	The project involves handling of many data/information pertaining to all NH fee plazas across the country. Therefore, in order to handle/address Data security and confidentiality, ISO certifications are desirable. As per latest amendment to MSME guidelines, Govt has increased the turnover limit of MSME up to Rs. 250 Crore (for medium enterprises). Also, refer Corrigendum-2.
74	Clause 3.21.2 (2) Page 25	Technical	Experience of secured the contract for & having successfully implemented projects that have involved (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 street intersections, toll plazas etc. and/or Note: Project should have been awarded by public authority or any agency duly authorized/ having been provided a concession by a public authority, whether in India or any other country. Project should have been awarded and implemented by the bidding entity only, and no project experience of parent entity, or sister concern shall be considered for evaluation. 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.	it looks like Camera based system have given marking twice First 30 marks and again 20 marks clause 2.2. So why camera based system is given preference. Its should be OPEN TECHNOLOGY and lets companies tries multiple technologies as they wants. Its looks like biased towerd camera system only.	Refer Corrigendum-2
75	Clause 3.3 Page 27	Technical	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.	Why again camera based system is given extra marks here. Its should again be OPEN Technology	Refer Corrigendum-2

SI #	Category of Query (Technical/ Legal/ General/ Others)	Ref to RFP (Clause, Page no.)	Original Clause of RFP	Clarification Sought	Response
76	Clause 5.10.1 page 40	Technical	The Contract Period for the Project shall be 26 months from date of signing of Contract Agreement	Is the contract tenure is 24 or 26 months?	26 months, 2 months or implementation and 24 months of O&M.
77		Technical	Real-Time reference rate need to define.	As the traffic at toll plaza are very dynamic in nature. So real time reference need to be defined like 3min or 4min.	Refer Corrigendum-2
78	Clause 6.2.24 & 6.2.27 Page 57		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.	As per RFP above - 5.18.18 page 51, Intellectual Property Rights of the product and source code remains with the company. So Source code should be removed from it.	Refer Corrigendum-2
79	Clause 7.6 Page 69	Legal	Whereas Indian Highways Management Company Ltd. (IHMCL), has invited Proposals from eligible entities for of Selection of Master ETC Successful bidder at National Highways Fee Plazas the "Project",	What is "Master ETC" here	To be read as PCMS. CTS vendor as appearing in RFP shall also read as PCMS vendor
80	Clause 7.2 page 78	Financial	Per toll plaza Operations & Maintenance cost Plaza Lane Queue Length Determination using existing camera system installed at NH toll plazas and Per toll plaza Operations & Maintenance cost Plaza Lane Queue Length Determination using new camera system installed by the CTS Vendor at NH toll plazas	Why Camera based system cost have been asked separately. If Open Technology can product to specified requirement then maintaining the camera should not be scope of the vendor. The service should be given to CTS vendor as they may have all the control of software and hardware with them along with warranty.	No change, provisions of RFP shall prevail
81	3.21.3 Evaluation Parameters for Technical Proposal page no. 25	General	Average annual sales turnover generated from software development, deployment & operations for any three consecutive financial years between 01 April 2017 and 31 March 2021	We are a Systems Integration company having in-house software development and having solutions for Highway Toll & Traffic Management systems, Smart Cities and Urban ITS. Our Company's turnover is consolidated that includes software solutions and hardware, services etc. The specific criteria will make hurdle for all prospective bidders who are already into the business of software development, its deployment at toll plazas for Toll Management System and in the light of the same, we request the department to kindly amend the clause as "Average annual sales turnover generated from Toll Systems & Highway Solutions/ software development, deployment & operations for any three consecutive financial years between 01 April 2017 and 31 March 2021"	No change, provisions of RFP shall prevail
82	4.1 KEY DATES Bid Due Date for submission on e-tender portal Page no. 36	General	26 April 2021; 16:00 hrs IST	Considering so many questions from bidders regarding the technical solutions and strategic implementation of the projects and As discussed in the meeting, the bid submission due date is very challenging and as per all the prospective bidders it needs to be extended from at least 2 weeks post clarification of queries.	Refer Corrigendum-2
83	3.2 Eligibility/Pre-Qualification criteria	General	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;	The clase where examples have been given gives undue advantage to the non-Indian service providers. We request IHMCL to complete remove the names of the non-Indian players or request to include the name of the Indian service provides to provide equal opporrjnity to Indian Companies	Refer Corrigendum-2
84	3.21.3. Evaluation Parameters for Technical Proposal, Page No. 25	General	(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;	Request IHMCL to remove the names of the non-Indian service providers, which may give undue advantage to the private companies.	Refer Corrigendum-2

SI #	Category of Query (Technical/ Legal/ General/ Others)	Ref to RFP (Clause, Page no.)	Original Clause of RFP	Clarification Sought	Response
85	6.2 Scope Overview, Page No. 56	General	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 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.	Is it compulsory to use Google APIs..? If not, we request IHMCL to remove the name of Google API to give undue advantages to the non-Indian companies or we request to add names of the Indian companies like 'MapmyIndia' in options to provide equal opportunities to Indian service providers.	Refer Corrigendum-2
86	3.14. Bid Security	General	a) The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD) /Bid Security for an amount INR 21,00,000/- (Rupees Twenty-One Lakh Only). The Successful Bidder's EMD will be returned, without any interest, upon the Successful Bidder signing the Contract and furnishing the Performance Security in accordance with the provisions thereof. IHMCL may, at the Successful Bidder's option, adjust the amount of EMD in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract.	As per Ministry of Finance, Office Memorandum No. No. F.9/4/2020-PPD Dated: 12th Nov. 2020, We request IHMCL to provide EMD Exemption MSEs and MSMEs.	Refer Corrigendum-2