## **CORRIGENDUM- 1**

## Indian Highways Management Company Ltd.

RFP for Selection of Acquirer Bank for FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Choryasi Fee Plaza of of Bharuch-Surat (NH-8) Toll Road Project

Date: 20.01.2025

Ref No. IHMCL/MLFF/Choryasi/2024, Dated: 31.12.2024

The following Corrigendum is hereby issued against RFP for Selection of Acquirer Bank for FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Choryasi Fee Plaza of of Bharuch-Surat (NH-8) Toll Road Project:

Sno.	Reference	Existing Clause	Amended Clause
1.	PART - I INTRODUCTION, Clause 6.2 (a), page no. 29	IHMCL will award the Contract to the bidder whose bid has been determined to be responsive as per criteria defined above and who has quoted the lowest revenue share in the Financial Bid form F-1. The bidder who has quoted second Lowest revenue share shall be kept in reserve and may be invited to match the bid submitted by the lowest revenue share bidder in case such lowest revenue share bidder withdraws or is awarded the contract for any reason. If the second Lowest revenue share bidder does not match the bid of the lowest bidder, the Authority may, on its discretion, shall invite fresh bids.	IHMCL will award the Contract to the bidder whose bid has been determined to be responsive as per criteria defined above and who has quoted the lowest revenue share in the Financial Bid form F-1. The bidder who has quoted second Lowest revenue share shall be kept in reserve and may be invited to match the bid submitted by the lowest revenue share bidder in case such lowest revenue share bidder withdraws or is not awarded the contract for any reason. If the second Lowest revenue share bidder does not match the bid of the lowest bidder, the Authority may, on its discretion, shall invite fresh bids.
2.	PART-III  DRAFT FORM OF CONTRACT AGREEMENT Clause 1.2.23, page no. 87	Additional Para	NHAI/IHMCL reserves the right to install or appoint any third party to install additional infrastructure, such as a separate gantry, cameras, or any other equipment, to facilitate third-party audits. This infrastructure may be deployed to independently verify data, monitor operations, or ensure compliance with service level agreements (SLAs). The successful bidder shall provide all requisite support to the third-party facility such as Power, Integration with successful

Sno.	Reference	Existing Clause	Amended Clause
			bidder solution etc. without any additional cost to NHAI/IHMCL.
3.	PART-III DRAFT FORM OF CONTRACT AGREEMENT Clause - 1.2.19: Payment Terms (b) (i), page no. 84	The e-Notices generated by the Bank shall be authorized on the portal by representatives from IHMCL / NHAI. For clarity, the Bank shall be fully responsible for the correctness and accuracy of the e-Notices.	The e-Notices issued by the Bank shall be accurate and correct, with the Bank bearing full responsibility for their content.
4.	Schedule-B, Clause-8, page no. 111 to 113	e-notice module	Updated E-Notice Module is as per Annexure-2 of this Corrigendum.
5.	PART - I INTRODUCTION, Clause-3 (3.1) - PQ-2, Eligibility of Sub- Contractor (SI), page no. 18	New Clause: (d) under column "Supporting Document to be provided"	The bidder must ensure that the MLFF (Multi-Lane Free Flow) solution is developed, implemented, and integrated using proprietary MLFF software of the Sub-contractor including all associated intellectual property rights (IPR), source code and any related components of the MLFF software. A certificate shall be submitted by the bidder in this regard as per format provided in Annexure-1.
6.	Schedule - B  Clause -1(a)- About the MLFF based Tolling Project, page no.101	New Clause: Schedule - B Clause -1(a)- About the MLFF based Tolling Project (vi)	The successful bidder/bank must implement and commence the MLFF system services without disrupting ongoing toll operations or causing any revenue loss to the toll collection agency until the MLFF system goes live. Additionally, the bidder must ensure the proper migration of all databases from the existing TMS before transitioning to the new MLFF system. The bidder must also ensure that the existing equipment and electrical appliances currently used by toll agencies/SIs are taken over for use only after the MLFF system goes live, following a proper handover and takeover process without disrupting current toll operations.
7.	Schedule - B, 1(c), The Bidder shall develop MLFF based	c) The Bidder shall develop MLFF based tolling facility at either of the locations: i.The existing fee plaza comprises a total of 16 lanes.	c) The Bidder shall develop MLFF based tolling facility at either of the following: i. The existing fee plaza comprises a total of 16 lanes.

Sno.	Reference	Existing Clause	Amended Clause
	tolling facility at either of the locations, page no. 102	Out of these, 14 lanes (07 on the LHS and 07 on the RHS) will be implemented and dedicated to the MLFF system, while 01 lane on each direction (total 02 lanes) will remain in standby mode as redundant lanes to ensure operational flexibility. OR  ii.Installing new Gantries (minimum 02 (main & redundant) for each direction for MLFF based tolling within approx. 200m of existing fee plaza.	Out of these, 14 lanes (07 on the LHS and 07 on the RHS) will be implemented and dedicated to the MLFF system, while 01 lane on each direction (total 02 lanes) will remain in standby mode as redundant lanes to ensure operational flexibility. OR  ii. Installing new Gantries (minimum 02 (main & redundant) for each direction for MLFF based tolling within approx. 200m of existing fee plaza
		In case, the bidder opts c (ii), above, detailed design drawings including design calculations of new gantries should be approved from any of the Indian Institute of Technology (IIT)/ National Institute of Technology (NIT).	Note:  a. In case, the bidder opts c (ii), above, detailed design drawings including design calculations of new gantries should be approved from any of the Indian Institute of Technology (IIT)/ National Institute of Technology (NIT).  b. The bidder can also use combination of the above subject to fulfillment of Clause - Schedule - B, Development of the MLFF based tolling facility, 1(a), (vi).
8.	Schedule - C, clause 2.9 (8), Page no. 154	New Clause: Schedule - C, clause 2.9 (8) (vii).	a. Rule 138A of the CMVR -1989 mandates fitment of FASTag on all categories of M & N motor vehicles including those sold in the form of driveaway chassis without windscreen by the manufacturer of the vehicle or its authorized dealer.
			b. The bidder shall submit the details including TEMP numbers, Make& Model etc of all such vehicles which are passing through MLFF system and not fitted with FASTag for further action.
			c. Vehicles without number plate, damaged or tampered number plate, in such cases the successful bidder shall ensure the data of such vehicles along with the images for further action.
			Additionally, the MLFF system must include a provision to generate and fetch the necessary reports for the above through the web-portal.

Sno.	Reference	Existing Clause	Amended Clause
9.	PART-III DRAFT FORM OF CONTRACT AGREEMENT, Clause 1.2.42(8) Exit Management, page no.97	g)Hand-over of the entire software including source code, program files, configuration files, setup files, project documentation, etc.	g) Handover of all data generated during the contract period, along with project documentation, including images, videos, and other applicable materials, shall be provided to IHMCL at no additional cost.
10.	PART-III DRAFT FORM OF CONTRACT AGREEMENT, Clause 1.2.42. Exit Management, page no. 97	New Clause: 1.2.42 (10)	Any new gantry constructed by the bidder under this project shall be handed over to IHMCL along with all civil works, electrical fixtures in a good, workable, and painted condition as per the conditions outlined in the RFP.
11.	Section DEFINITIONS, Sno20 , Tollable Traffic, page no. 10	Tollable Traffic means all vehicles for which User Fee is applicable under NH Fee (Determination of rates and Collection) Rules 2008 and its amendment from time to time. This does not include exempted vehicles.	Tollable traffic refers to all M & N category vehicles as defined under the Central Motor Vehicle Rules, 1989.
12.	Schedule - C, Clause- 1.3, Sno.14, Protocol, page no. 129	Strobe Mod	HTTP, RTP / RTSP (Uni / Multicast), TCP / IP(v4/v6), UDP, FTP, Telnet, HTTPS, PPPoE, SNMP, PAP / CHAP / RARP / ARP / DHCP, NTP, SMTP client, uPnP & etc.
13.	Schedule - C, Clause- 1.3, Sno.19, Certification, page no. 129	Strobe Mod	CE / FCC / BIS Certification, NEMA 4X / IP67 (Full metal Casing)
14.	Schedule - C, Clause- 1.4, Sno.2 (i),	NEMA 4X, IP-IP66 or Better (protection against water and dust ingress), Resistance to corrosion in harsh environments	NEMA 4X / IP-IP66 or Better (protection against water and dust ingress), Resistance to corrosion in harsh environments.

Sno.	Reference	Existing Clause	Amended Clause
	Protection Rating, page no .130		Certification: CE / FCC / BIS Certification, NEMA 4X / IP67 (Full metal Casing)
15.	Schedule - C, Clause- 1.3, Sno.11, Frame Rate, page no. 129	Up to 50/60 fps (50/60 Hz) in all resolutions	Up to 50/60 fps (50/60 Hz).
16.	Schedule - C, Clause- 1.4, Sno.2 (n), Frame Rate, page no .130	Upto 50/60 fps at all resolutions with controllable bit rate and frame rate	Upto 50/60 fps with controllable bit rate and frame rate.
17.	Definition, page no. 10	The date on which the Successful Bidder either signs the Contract Agreement or receives the commencement notice from IHMCL to begin execution of the work, whichever occurs earlier.	"Effective Date" shall mean date of this Contract Agreement.
18.	Schedule-B, 11 Service Level Agreement, Sno.1, Supply, Installation, Testing and Commissioning, (Go- Live), page no. 119	Timelines: 90 days from the acceptance of LoA	90 days from the acceptance of LoA Effective Date.
19.	PART-III DRAFT FORM OF CONTRACT AGREEMENT, Clause - 1.2.26 (d), page no. 89	The Bidder shall submit copies of the insurance policies to IHMCL within 15 days of issuance of LOA, and renewal policy within 15 days of the expiration of the policy until the end of the Contract period. A penalty of INR 10,000 shall be levied on the Bidder for each working day from the due date of submission or expiry of the insurance policy documents till the actual date of submission.	The Bidder shall submit copies of the insurance policies to IHMCL within 15 days of issuance of LOA from Effective Date, and renewal policy within 15 days of the expiration of the policy until the end of the Contract period. A penalty of INR 10,000 shall be levied on the Bidder for each working day from the due date of submission or expiry of the insurance policy documents till the actual date of submission.
20.	PART-I, INTRODUCTION, Clause - 6.4 (a), page no. 31	The Acquirer bank shall furnish a Performance Security totaling Rs. 15,00,00,000/- consisting of (a) a crossed account payee demand draft/pay order amounting to Rs. 7,50,00,000/- (Rupees Seven Crore Fifty Lakh Only) (an amount equal to 50% of the total PBG value) and (b) a	The Acquirer bank shall furnish a Performance Security totaling Rs. 15,00,00,000/- consisting of (a) a crossed account payee demand draft/pay order amounting to Rs. 7,50,00,000/- (Rupees Seven Crore Fifty Lakh Only) (an amount equal to 50% of the total PBG value) and (b) a bank

Sno.	Reference	Existing Clause Amended Clause
		bank guarantee amounting to Rs. 7,50,00,000/- (Rupees Seven Crore Fifty Lakh Only) (an amount equal to 50% of the total PBG value) as per the format prescribed by IHMCL for a period of 4 years from the Date of LOA. The Bidder shall have the liberty to submit a crossed account payee demand draft/pay order issued by a Scheduled Bank in India in lieu of the bank guarantee. In case the monthly APC increases by 50% or more in the future, the bidder is required to deposit an additional 50% of the submitted Performance Security in the same way, i.e. 50% of the Performance Security amount in the form of Cash Performance Security and the remaining additional 50% in the form of PBG.  guarantee amounting to Rs. 7,50,00,000/- (Rupees Seven Crore Fifty Lakh Only) (an amount equal to 50% of the total PBG value) as per the format prescribed by IHMCL for a period of 4 years from the Date of LOA Effective Date. The Bidder shall have the liberty to submit a crossed account payee demand draft/pay order issued by a Scheduled Bank in India in lieu of the bank guarantee. In case the monthly APC increases by 50% or more in the future, the bidder is required to deposit an additional 50% of the submitted Performance Security amount in the form of Cash Performance Security and the remaining additional 50% in the form of PBG.
21.	Clause - 1.2 Key Dates	EVENT(S)  Output  (Unless otherwise notified separately)  4. Last date/ time 29/01/2025 Upto  EVENT(S)  Output  EVENT(S)  Output  (Unless otherwise notified separately)  4. Last date/ time for 06/02/2025 Upto
		for online online submission of submission of bids (i.e., <i>Bid due date</i> )  for online submission of of bids (i.e., <i>Bid due date</i> )  4. Opening of 07/02/2025 at
		4. Opening of 30/01/2025 at 03:30 pm  Technical bids pm

# **Annexure-1**

Form: Multi Lane Free Flow System Software
(In the Bidding entity's Letter head) (To be submitted by Bidder and counter sign by Sub-Contractor)
I/We(the Bidder name and address of the registered office of the bidder), hereby certify and confirm that the MLFF (Multi-Lane Free Flow) solution is developed, implemented, and integrated using proprietary MLFF software of the Subcontractor including all associated intellectual property rights (IPR), source code and any related components of the MLFF software. Dated this
Name of the Bidder
Signature of the Authorised Signatory
Name of the Authorised Signatory
Name of the Sub-Contractor
Signature of the Authorised Signatory

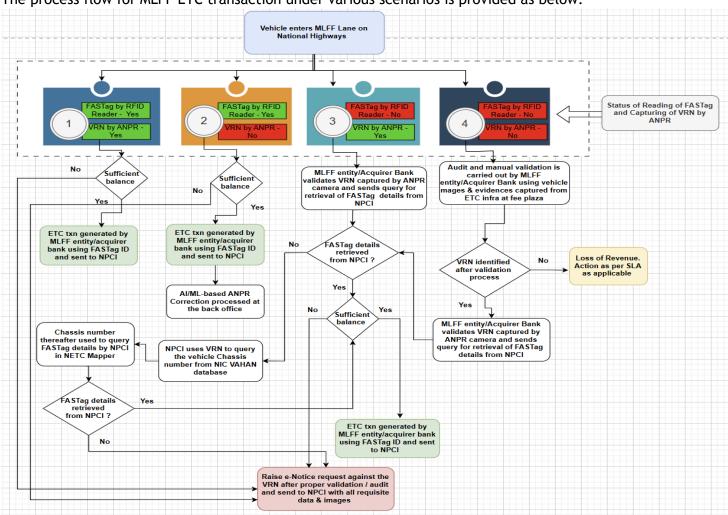
Name of the Authorised Signatory

## **Annexure-2:**

### 8. Process flow MLFF ETC transaction, e-Notice flow, and grievance handling

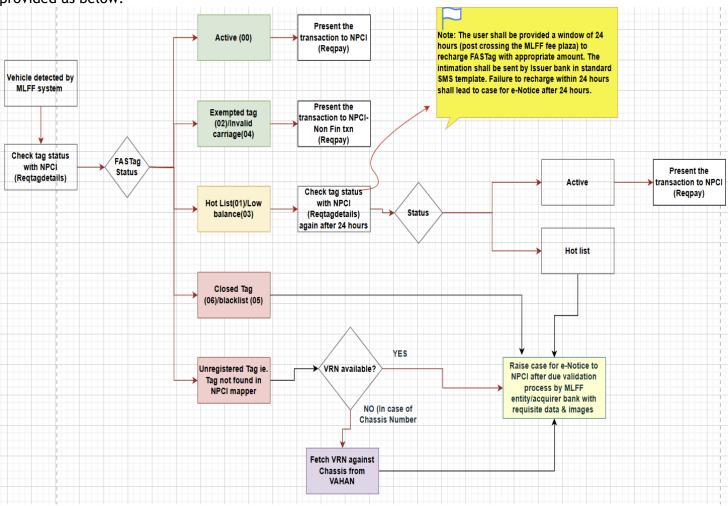
1. Various Scenarios at MLFF lanes:

The process flow for MLFF ETC transaction under various scenarios is provided as below:



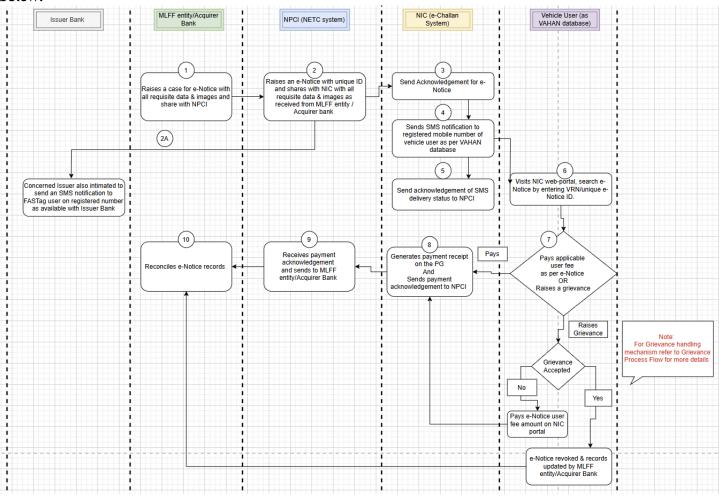
### 2. Tag transaction flow by MLFF entity / Acquirer Bank:

The process flow for initiating and processing the ETC transaction under MLFF tolling system based on various FASTag Tag status provided as below:



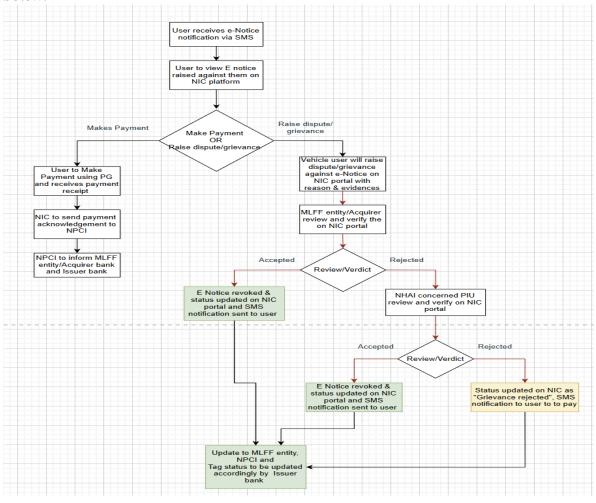
### 3. E-Notice Process Flow:

The E-Notices under MLFF shall be issued through integration between NPCI (NETC System) and NIC, where an e-notice shall be issued via sms to the registered mobile number of the vehicle user as per VAHAN database. Simultaneously, it shall also be provisioned that such e-notices are also send to FASTag user via respective issuer bank (of the active tag). The process flow for e-notice is provided as below:



### 4. Process flow for Grievance Mechanism:

The Grievance mechanism for e-notices under MLFF shall be managed through a designated web-portal developed by NIC. The road user can raise dispute/grievances against the e-notice through this portal within 7-days of issuance of e-notice with supporting evidences. Access for various users/stakeholders shall be provisioned in the web-portal. ]The process flow for grievance mechanism is provided as below:



#### Note:

- i. E-Notice Issuance Timelines:
  - a. For closed tags (code-06), blacklisted tags (code-05) and in case of unregistered tags:
    - i. The Acquirer Bank / Bidder shall generate e-Notices in the prescribed format within 24hrs from the time of crossing the MLFF system.
  - b. For Hotlist (code-01) and Low balance(code-03):
    - i. Acquirer bank/bidder shall intimate respective issuer entity on a near real-time basis through NPCI. Issuer entity shall immediately intimate the FASTag user via SMS in the prescribed format.
    - ii. The vehicle user shall be provided a window of 24hrs post crossing the MLFF fee plaza to recharge FASTag and pay the applicable user fee to avoid e-notice.
    - iii. In case, the user does not recharge the FASTag and fails to pay applicable user fee, the Acquirer Bank/Bidder shall validate the case and raise a case for E-notice to NPCI within next 24 hrs along with all requisite data and images.
- ii. Penalty Amount (E-Notice): Each e-Notice shall reflect a penalty amount equivalent to twice the applicable user fee for the vehicle's category.
- iii. Revenue Share: The Bank shall be entitled to a revenue share (as quoted in F-1) of 50% of the e-Notice amount, provided the notices are accurate, correct and substantiated by clear photographs of the vehicle (front and rear).
- iv. Revenue Share Adjustment: The Bank shall be entitled for adjusting revenue share of e-notices cases from the user fee collection only after 14 days of the authorization of e-notices. For avoidance of doubt, the applicable revenue share of e-notice cases authorized in week one (1) shall be adjusted by bank from collected user fee in week three (3) duly considering the SLAs. g) Exempted Vehicles: The e-Notice shall not be generated for the exempted vehicles.

- v. Integration Requirements: The Acquirer Bank/bidder shall ensure successful integration with NPCI to fulfil the requirements of the prescribed process flow outlined in above process flow. For clarity, the Bank shall not bear responsibility for the recovery of unpaid user fees.
- vi. MIS Report: The application shall have the feature to generate MIS reports and other related reports based on parameters as required by IHMCL from time to time.