

CORRIGENDUM - 2

Dated: 25.07.2025

RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza

E-tender Id: 2025_NHAI_239494_1

RFP Reference No.: IHMCL/MLFF-DWE/2025 published on dated 26.06.2025

The following Corrigendum-2 is hereby issued against RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza:

Sl. No.	RFP Section	Original Clause	Updated Clause (to be read as)														
1.	NOTICE INVITING RFP	<p>v. The Indian Highways Management Company Limited now invites bids from eligible bidders for the following project:</p> <table><tr><th>State & NH No.</th><th>RFP Ref No.</th><th>Name of Work</th></tr><tr><td>Delhi & Haryana NH 248BB and NH- 48</td><td>IHMCL/MLFF-DWE/2025</td><td>RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza</td></tr></table>	State & NH No.	RFP Ref No.	Name of Work	Delhi & Haryana NH 248BB and NH- 48	IHMCL/MLFF-DWE/2025	RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza	<p>v. The Indian Highways Management Company Limited now invites bids from eligible bidders for the following project:</p> <table><tr><th>State & NH No.</th><th>RFP Ref No.</th><th>Name of Work</th><th>Remarks</th></tr><tr><td>Delhi & Haryana NH 248BB and NH- 48</td><td>IHMCL/MLFF-DWE/2025</td><td>RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza</td><td>Fixed Transaction Fee basis</td></tr></table>	State & NH No.	RFP Ref No.	Name of Work	Remarks	Delhi & Haryana NH 248BB and NH- 48	IHMCL/MLFF-DWE/2025	RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza	Fixed Transaction Fee basis
State & NH No.	RFP Ref No.	Name of Work															
Delhi & Haryana NH 248BB and NH- 48	IHMCL/MLFF-DWE/2025	RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza															
State & NH No.	RFP Ref No.	Name of Work	Remarks														
Delhi & Haryana NH 248BB and NH- 48	IHMCL/MLFF-DWE/2025	RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza	Fixed Transaction Fee basis														
2.	DEFINITIONS, S. No. 22	<p>Remittance</p> <p>“Remittance” refers to the payment due for deposit into the NHAI account, after adjusting for the Revenue Share and any</p>	<p>Remittance</p> <p>“Remittance” refers to the payment due for deposit into the NHAI account, after adjusting the dues of the Bank and any</p>														

Sl. No.	RFP Section	Original Clause	Updated Clause (to be read as)
		penalties imposed for breaches of the Service Level Agreement (SLA).	penalties imposed for breaches of the Service Level Agreement (SLA).
3.	RFP Clause 6.1, 2. (ii)	(ii) Second Stage: Financial Bid Evaluation	(ii) Second Stage: Financial Bid Evaluation – Updated clause provided at Annexure -1 of this Corrigendum
4.	RFP Clause 6.3	SELECTION AND AWARD CRITERIA	SELECTION AND AWARD CRITERIA – Updated clause provided at Annexure -2 of this Corrigendum
5.	PART III, Clause 1.2.18	Payments	Payments – Updated clause provided at Annexure -3 of this Corrigendum
6.	PART III, Clause 1.2.19	Payment Terms	Payment Terms – Updated clause provided at Annexure -4 of this Corrigendum
7.	PART III, Clause 1.2.20	Incentive for higher clean transactions	Incentive for higher clean transactions – Updated clause provided at Annexure -5 of this Corrigendum
8.	PART III, Clause 1.2.21	Change of Scope	Change of Scope – Updated clause provided at Annexure -6 of this Corrigendum
9.	PART III, Clause 1.2.30.3	Consequences of Force Majeure	Consequences of Force Majeure – Updated clause provided at Annexure -7 of this Corrigendum
10.	PART III, Clause 1.2.30.4	Compensation for Force Majeure	Compensation for Force Majeure – Updated clause provided at Annexure -8 of this Corrigendum
11.	Appendix A- Form F-1: Format for Financial Bid Submission	Form F-1: Format for Financial Bid Submission	Form F-1: Format for Financial Bid Submission – Updated Format provided at Annexure -9 of this Corrigendum

Sl. No.	RFP Section	Original Clause					Updated Clause (to be read as)				
12.	PART III, 1.2.33, 3) Consequences of Default	3) In the event that the Authority issues a notice to the Bank pursuant to a breach of the Contract under Clause No. 1.2.32 of the Contract Agreement, the Bank shall be obligated to deposit the entire toll collected into the designated account of NHAI within T+1 working day. For the avoidance of doubt, from the date of issue of notice for the breach, the Bank's entitlement to revenue share and the 7-day float shall remain suspended until the breach is fully remedied to the satisfaction of the Authority. Furthermore, the Authority reserves the right to implement alternative tolling arrangements as necessary to safeguard its User Fee Revenue.					3) In the event that the Authority issues a notice to the Bank pursuant to a breach of the Contract under Clause No. 1.2.32 of the Contract Agreement, the Bank shall be obligated to deposit the entire toll collected into the designated account of NHAI within T+1 working day. For the avoidance of doubt, from the date of issue of notice for the breach, the Bank's entitlement to Fixed Per Transaction Cost and the 7-day float shall remain suspended until the breach is fully remedied to the satisfaction of the Authority. Furthermore, the Authority reserves the right to implement alternative tolling arrangements as necessary to safeguard its User Fee Revenue.				
13.	Schedule B, Clause 10, SLA Table, SL# 6	SL no.	Parameter	Basis of measurement	Frequency	Penalties	SL no.	Parameter	Basis of measurement	Frequency	Penalties
		6.	E-Notice for end users	The E-Notice shall be generated within 24 hrs as per e-Notice Module post validation by Acquirer bank.	Maximum 24 Hours	Within twenty four-hour: No penalty After that per hours- per instance a penalty of Rs 1000/- shall be applicable.	6.	E-Notice for end users	The E-Notice shall be generated within 48 hrs as per e-Notice Module post validation by Acquirer bank.	Maximum 48 Hours	Within Forty-Eight -hour: No penalty After that per hours- per instance a penalty of Rs 1000/- shall be applicable.

Sl. No.	RFP Section	Original Clause				Updated Clause (to be read as)																								
14.	Schedule B, Clause 1, (a). (vii)	vii. The user fee of both fee plazas shall be calculated as below: <table><tr><th>Fee Plaza</th><th>Journey Type</th><th>Time Duration</th><th>Applicable User Fee</th></tr><tr><td>Panchgaon fee plaza</td><td>Single</td><td>Any</td><td>Single fare</td></tr><tr><td>Bijwasan fee plaza</td><td>Single</td><td>Any</td><td>Single fare</td></tr><tr><td>Panchgaon fee plaza</td><td>Return (same fee plaza)</td><td>24 hours</td><td>1.5 times of single fare</td></tr><tr><td>Bijwasan fee plaza</td><td>Return (same fee plaza)</td><td>24 hours</td><td>1.5 times of single fare</td></tr><tr><td>Entry at Panchgaon Fee Plaza and Exit at Bijwasan fee plaza</td><td>Single</td><td>24 hours</td><td>Single journey fare of Panchgaon fee plaza + Difference of Single journey user fee between Bijwasan Fee plaza and Panchgaon Fee plaza</td></tr></table>				Fee Plaza	Journey Type	Time Duration	Applicable User Fee	Panchgaon fee plaza	Single	Any	Single fare	Bijwasan fee plaza	Single	Any	Single fare	Panchgaon fee plaza	Return (same fee plaza)	24 hours	1.5 times of single fare	Bijwasan fee plaza	Return (same fee plaza)	24 hours	1.5 times of single fare	Entry at Panchgaon Fee Plaza and Exit at Bijwasan fee plaza	Single	24 hours	Single journey fare of Panchgaon fee plaza + Difference of Single journey user fee between Bijwasan Fee plaza and Panchgaon Fee plaza	vii. The user fee of both fee plazas shall be as per the logic and provision of the Toll Fee Notification.
Fee Plaza	Journey Type	Time Duration	Applicable User Fee																											
Panchgaon fee plaza	Single	Any	Single fare																											
Bijwasan fee plaza	Single	Any	Single fare																											
Panchgaon fee plaza	Return (same fee plaza)	24 hours	1.5 times of single fare																											
Bijwasan fee plaza	Return (same fee plaza)	24 hours	1.5 times of single fare																											
Entry at Panchgaon Fee Plaza and Exit at Bijwasan fee plaza	Single	24 hours	Single journey fare of Panchgaon fee plaza + Difference of Single journey user fee between Bijwasan Fee plaza and Panchgaon Fee plaza																											

Sl. No.	RFP Section	Original Clause				Updated Clause (to be read as)		
		Entry at Bijwasan fee plaza and Exit at Panchgaon Fee Plaza	Single	24 hours	Single journey fare amount of Bijwasan fee plaza. No user fee shall be charged at Panchgaon fee plaza.			
15.	1.2 Key Dates	#	EVENT(S)	DATE (Unless otherwise notified separately)		#	EVENT(S)	DATE (Unless otherwise notified separately)
		4.	Last date/ time for online submission of bids (i.e., Bid due date)	07/08/2025 Upto 05:00 pm IST		4.	Last date/ time for online submission of bids (i.e., Bid due date)	18/08/2025 Upto 05:00 pm IST
		5.	Opening of Technical bids	08/08/2025 at 05:30 pm IST		5.	Opening of Technical bids	19/08/2025 at 05:30 pm IST

Annexure-1

RFP Clause 6.1, 2. (ii) Second Stage: Financial Bid Evaluation

(ii) Second Stage: Financial Bid Evaluation

- a) The Financial Bids of technically qualified bidders as declared in First Stage will be opened on the prescribed date on e-tender portal.
- b) The Financial Bid Evaluation will be based on the lowest Fixed Per Transaction Cost demanded by the bidder in the Financial Bid Form F-1.
- c) If two bidders have the same bid financial transaction percentage value (upto 2 values of decimal places as per Arithmetic Convention defined in clause-1.2.4 of General Conditions of Contract), preference may be given to the bidder who is providing Acquiring Services at more number of NH fee plazas as on bid due date.
- d) At any point of tender process, IHMCL reserves the right to cancel the bid, without providing any reasons thereof.

Annexure-2

RFP Clause 6.3 - SELECTION AND AWARD CRITERIA

6.3. SELECTION AND AWARD CRITERIA

- a) 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 Fixed Per Transaction Cost in the Financial Bid form F-1.
- b) The Successful bidder shall be intimated by IHMCL through a Letter of Award (LoA). Upon issue of the LoA the successful bidder shall be required to furnish the Letter of Acceptance and Performance Security and other guarantees as prescribed in the RFP document. IHMCL shall have the right to get bank guarantees verified from the respective issuing bank. Upon receipt of verification, the successful bidder shall be invited to sign the contract with IHMCL. The format of Contract Agreement is prescribed in the RFP Document.
- c) IHMCL reserves the right to reject any bid which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by IHMCL in respect of such bids.

Annexure-3

PART III, Clause 1.2.18 – Payments

1.2.18 Payments

- (a) The payment shall be made based on the Fixed Per Transaction Cost (in Rs.), as specified in the Bidder's Financial Bid Form F-1 and accepted by the Authority, in consideration of the obligations outlined in this Agreement.
- (b) Under no circumstances shall the value quoted by the Bidder be revised upwards, even if there is an increase in any tax, statutory, or financial liability of the Bidder that was not in existence or prevalent at the time of bid submission.
- (c) The Fixed Per Transaction Cost (in Rs.) in the financial bid, unless otherwise specified in the Contract Agreement, shall cover all the Bidder's responsibilities for the works outlined in this Agreement, including all essential, desirable, and obligatory items for the Implementation, operation, and maintenance of the MLFF system. This shall be done without compromising on the quality standards specified in the Contract Agreement, Good Industry Practice, and any official memos, circulars, or notices issued or to be issued by IHMCL/NHAI, which are relevant to the scope of this Contract Agreement, as well as the remedying of any defects in the MLFF-based tolling system.

Annexure-4

PART III, Clause 1.2.19 – Payment Terms

1.2.19 Payment Terms

1.2.19.1. The bank shall be entitled for payments as per following procedure:

- (a) The Acquirer bank shall deposit the collected user fee amount for all clean transactions processed through FASTag-ANPR, and the amounts collected by bidder for *Plaza Specific Discount Pass¹ issued in that week*, every Tuesday, for the period from Tuesday (00:00:00 Hrs.) of the prior week to Monday (23:59:59 Hrs.), after deducting the Bidder's applicable Total Payout.

The Settlement (Deposit) shall be processed through RTGS on all 365 days except for specified bank holidays as and when declared by RBI.

- (b) The Total Payout shall be calculated as under:

Total Payout = Fixed Per Transaction Cost x N

Where, N = (N1 + N2 + N3 + N4 + N5)

And

- i. N1= Number of Clean Transactions
- ii. N2= Number of E-notices generated, subject to Clause 1.2.19.1. (d)
- iii. N3 = Number of Transactions of Global Pass issued as provision of sub-rule 3(B) (Annual Pass) of Rule 9 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008
- iv. N4 = Number of Transactions of Plaza Specific Discount Pass issued as per provision of sub-rule 2 (Monthly 50 trip Pass) and sub-rule 3(A) of Rule 9 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008

- v. N5 = Number of Transactions of Plaza Specific Discount Pass issued as per provision of sub-rule 3 (local Pass for residents within 20km) of Rule 9 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008, subject to Clause 1.2.19.1.
(c)

- (c) Notwithstanding anything to the contrary, the maximum number of transactions eligible for Fixed Per Transaction Cost, in respect of any individual vehicle under the category N5 (local Pass for residents within 20km) mentioned above, shall be limited to four (4) transactions per vehicle within a 24-hour period.

The Bidder shall continue to process all transactions beyond this limit in accordance with the provisions of the RFP and as per NETC guidelines; however, no Fixed Per Transaction Cost shall be payable for such additional transactions pertaining to the same vehicle within the said 24-hour period.

Furthermore, the total monthly payout for any such vehicle holding a valid Local Pass shall not exceed the cost of the Local Pass issued as per the provision of sub-rule 3 of Rule 9 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008. The value of such Local Pass FY 2025–26 is ₹350/-.

Illustration 1:

Consider a vehicle bearing registration number DL20XX123 that holds a Plaza-Specific Local Pass (under Category N5). If the vehicle crosses the toll plaza six (6) times within a single 24-hour period, only the first four (4) transactions shall be eligible for payment of the Fixed Per Transaction Cost to the Bidder. The remaining two (2) transactions shall still be processed in accordance with the provisions of Schedule B and applicable NETC guidelines, but no Fixed Per Transaction Cost shall be payable for these additional transactions.

If the vehicle performs six (6) transactions daily for 30 consecutive days in June 2025, only 120 transactions (4 per day × 30 days) shall be eligible for payment. Furthermore, the total monthly payout for this vehicle shall be capped at ₹350/-, being the value of the Local Pass for FY 2025–26.

- (d) The bank is also entitled for the Fixed Per-Transaction Cost for e-notice generated on Tollable Traffic as per conditions in e-Notice Module under Schedule B and as mentioned below:
 - i. The e-Notices issued by the Bank shall be accurate and correct, with the Bank bearing full responsibility for their content.
 - ii. No grievance is pending against the said e-notice.
 - iii. E-Notice Amount and Payout: Each e-Notice shall reflect an amount equivalent to twice the applicable user fee for the vehicle's category. The Bank shall be entitled to a payout for e-notices issued. The payout for e-notices shall be calculated based on Fixed Per-Transaction Cost multiplied by total number of e-Notice issued, provided the notices are accurate, correct and substantiated by clear photographs of the vehicle (front and rear) and subject to (ii) above.
 - iv. The Bank shall be entitled for adjusting payout for e-notices cases from the user fee collection only after 14 days of the issuance of e-notices. For avoidance of doubt, the applicable payout for 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 for e-notices.
 - v. No e-notice shall be generated for vehicle with Plaza Specific Discount Pass, Global Pass and vehicles under Exempted category.
- (e) The Bidder shall be not be entitled for any fixed per-transaction cost for processing transactions of exempted vehicles, i.e., those vehicles as specified under Rule 11 of the

National Highways Fee (Determination of Rates and Collection) Rules, 2008, as amended from time to time. Also, no fixed per transaction cost is applicable on Global Pass issued as per provision of Rule 11 of the National Highways Fee (Determination of Rates and Collection) Rules, 2008.

It may be noted that, any exemption granted to vehicles outside the scope of the aforementioned Rules shall attract SLA penalties as specified in Schedule B.

Illustration 2:

Let's assume the following data is recorded for a given week (from Tuesday, 04.03.2025 00:00:00 hrs to the following Monday, 10.03.2025 23:59:59 hrs):

Transaction Category	Total Transactions Logged	Transactions Disqualified for Payout (beyond 4 per same vehicle/day and Exempted vehicle)	Eligible Transactions (for payout)	Total Revenue Collection
N1 – Clean Transactions	1,25,000	NA	1,25,000	3,29,00,000
N2 – E-Notices (issued to 2 weeks before)	5,000	NA	5,000	-
N3 – Global Pass Transactions (Annual Pass)	5,000	NA	5,000	-
N4 – Plaza Specific Discount Pass (Monthly & District Pass)	2000	NA	2,000	1,20,000
N5 – Plaza Specific Discount Pass (Local Pass)	10000	2000	8000	5000
Total (N)	1,47,000	2000	1,45,000	3,30,25,000

Assume the **Fixed Per Transaction Cost** Quoted by the Bidder is ₹2.00 per transaction.

Total Payout Calculation:

Total Payout= Fixed Per Transaction Cost × N = ₹2.00 × 1,45,000 = ₹ 2,90,000/-

Settlement Instruction:

- The Acquirer Bank shall deposit the net amount of Rs. 3,27,35,000/- (Rs. 3,30,25,000 – Rs. 2,90,000) collected during the period via RTGS on Tuesday, 11.03.2025 for the period of the preceding Tuesday, 04.03.2025 00:00:00 hrs to the following Monday, 10.03.2025 23:59:59 hrs.

- Any transactions beyond 4 per same vehicle per 24 hours for vehicles with Plaza Specific Discount Pass, shall not be eligible for payout.
- (f) SLA calculations shall be done on monthly basis. SLA Penalty settlement shall be done in first week of every month.
- (g) The Acquirer bank shall be required to pay the penalty amount within 3 working days of the intimation by IHMCL failing which the same will be adjusted from the Cash Performance Security. Cash Performance security shall be replenished by the bidder within 3 working days from the date of such recovery. If agency fails to replenish the performance security within 3 working days of such recovery, the amount shall be recovered by encashment of Performance Bank Guarantee which shall be considered as a breach of the Contract Agreement.

Annexure-5

PART III, Clause 1.2.20 – Incentive for higher clean transactions

1.2.20. Incentive for higher clean transactions

- (a) If, in any given quarter, the number of clean ETC transactions exceeds 95% of the total transactions recorded at the toll plaza, the Bidder shall be entitled to an additional amount. This additional amount shall be calculated as 25% of the Fixed Per Transaction Cost, applicable only to the number of clean ETC transactions that exceed the 95% threshold and are successfully settled during that quarter.

For the avoidance of doubt:

- i. “Clean ETC Transaction” shall refer to any toll transaction processed via FASTag and successfully settled through the NETC system of NPCI.
- ii. “Total Transactions” shall include all toll transactions (numbers) at the plaza, including but not limited to those related to e-Notices, exempted vehicles, violation cases, and dispute cases, etc.
- iii. “Quarter” shall refer to the standard financial year quarter (i.e., April–June, July–September, October–December, January–March).

Illustration: If the system is declared Go-Live on 20th February 2025, the first quarter shall be considered as the period from 20th February 2025 to 31st March 2025.

- (b) The incentive shall be adjusted in the settlement of 3rd week cycle of the succeeding quarter after duly hosting the reconciliation report on the web portal.

Illustration – Incentive for Clean ETC Transactions Exceeding 95%

Assume the following for a specific quarter:

- Total Transactions at Toll Plaza: 10,00,000
- Clean ETC Transactions: 9,70,000
- 95% of Total Transactions: 9,50,000
- Fixed Per Transaction Cost Quoted by the bidder: ₹2.00

Eligible Clean ETC Transactions for Incentive=9,70,000–9,50,000=20,000

Incentive Calculation = ₹ 0.50 (25% of ₹2.00) * 20,000 = ₹10,000

Annexure-6

PART III, Clause 1.2.21 – Change Scope

1.2.21. Change of Scope

- a) Bank shall be entitled for additional payment over and above the Fixed Per Transaction Cost only in case of Change of Scope order is given by IHMCL. Change of Scope will be initiated in the following cases only after written instructions from IHMCL or its representative:
 - i. Installation of MLFF Solution at any other location/ toll plaza other than mentioned in Schedule-A. For avoidance of doubt, any variation in quantity(ies) of gantries, equipment, support system, OFC, Civil/Mechanical Works, Software/Hardware etc. of MLFF tolling solution or any software/App upgradation works mentioned in Schedule-C to meet the scope of work and SLA parameters shall not constitute any Change of Scope.
- b) The estimate of any Change of Scope Work due to the condition mentioned above shall be derived as per mutually agreed terms based on Good Engineering Practice.
- c) Upon receipt of written instruction from IHMCL or its representative, the bank shall submit the Change of Scope proposal within 15 days duly including the estimate, design drawing of the work along with functional and technical specifications and time required for completion of the additional work, to IHMCL or its representative for issue of the Change of Scope Order.

Annexure-7

PART III, Clause 1.2.30.3 – Consequences of Force Majeure

1.2.30.3. Consequences of Force Majeure

- i. Upon occurrence of such Force Majeure Event, the Affected Party shall immediately take reasonable steps to remove the causes resulting in Force Majeure if within its control and mitigate the effect thereof. Any costs incurred and attributable to such an event or its resolution shall be solely borne by the Affected Party.
- ii. The Force Majeure Period shall commence when the Total Transactions “N” as defined under Clause 1.2.19.1 falls below 50% of the Total Transactions “N” as defined under Clause 1.2.19.1 of the corresponding day in the previous year, escalated by 5%.
- iii. The Force Majeure Period shall cease to exist on the day when the Total Transactions “N” as defined under Clause 1.2.19.1 reaches at least 50% of the Total Transactions “N” as defined under Clause 1.2.19.1 of the corresponding day in the previous year, escalated by 5%.
- iv. The Affected Party may claim an extension of the Contract Period as per Clause 1.2.30.4, subject to the following conditions:
 - a. If the Force Majeure period occurs within 365 days (1 year) of Go-Live, there shall be no extension of the Contract Period.
 - b. There shall be no extension of the Contract Period if the period between the commencement of the Force Majeure event (when Total Transactions “N” as defined under Clause 1.2.19.1 falls below 50% of the corresponding day of the preceding year escalated by 5%) and the cessation of the Force Majeure event (when Total Transactions “N” as defined under Clause 1.2.19.1 exceeds 50% of the corresponding day of the preceding year escalated by 5%) is less than seven (7) calendar days.

Annexure-8

PART III, Clause 1.2.30.4 – Compensation for Force Majeure

1.2.30.4. Compensation for Force Majeure

- i. The Successful Bidder/Acquirer Bank shall be entitled to invoke this clause by providing written notice to NHAI, specifying the nature and impact of the Force Majeure Event, as per the procedure mentioned in Clause 1.2.30.2.
- ii. In the event that a Force Majeure claim is deemed valid under the above conditions, the Successful Bidder/Acquirer Bank shall be entitled for extension in the Contract Period by a period equal to the duration of the Force Majeure period, subject to fulfilment of Clause 1.2.30.3.

Illustration of Force Majeure Event

Scenario: There occurs a transporter strike, leading to drop in Total Transactions threshold specified in Clause 1.2.30.3.

Step 1: Notification- The Acquirer Bank notifies IHMCL & NHAI in writing within seven (7) calendar days of the lockdown being imposed, specifying the impact on Total Transactions and estimating the period of disruption.

Step 2: Mitigation Efforts- The Acquirer Bank shall take all reasonable steps to mitigate the effects of such an event at its own cost and continues performance of its obligations under the contract.

Step 3: Periodic Updates- The Bank provides periodic updates to IHMCL & NHAI on the revenue status, measures taken, and projected recovery timeline.

Step 4: Consequences & Compensation

- Assuming the Go-live **Feb 15, 2024** and assume Total Transactions “N” as defined under Clause 1.2.19.1 “on **March 1, 2024** (corresponding day of the previous year) was **10,000**. Applying a 5% escalation, the threshold for **March 1, 2025** would be **10,500**.
- Due to the Force Majeure event, the actual Total Transactions “N” as defined under Clause 1.2.19.1 on **March 1, 2025** drops to **5,000**, which is below 50% of 10,500 (i.e., **5,250**). This marks the commencement of the Force Majeure Period.
- Over the next few days, Total Transactions “N” as defined under Clause 1.2.19.1 remains below 5,250 for each calendar day.
- On **March 10, 2025**, the Total Transactions “N” as defined under Clause 1.2.19.1 reaches **8,000**, which is above 50% of the corresponding escalated Total Transactions “N” as defined under Clause 1.2.19.1. This marks the cessation of the Force Majeure Period.
- The total duration of the Force Majeure Period is **March 1, 2025, to March 10, 2025 (10 days)**, which exceeds the **7-day minimum requirement**.
- Since the Force Majeure Period lasted more than 7 calendar days and falls beyond 365 days of Go-Live, the Contract Period is likely to be extended by **10 days**.

Annexure-9

Appendix A-Form F-1: Format for Financial Bid Submission

Appendix A-Form F-1: Format for Financial Bid Submission

(For sample only, actual Format to be downloaded from e-tender portal for on-line submission)

To,
Chief Operating Officer,
Indian Highways Management Company Limited,
G 5&6, Sector-10, Dwarka,
New Delhi – 110075

Sub.: RFP for Selection of Acquirer Bank for Integrated FASTag-ANPR based Multi Lane Free Flow (MLFF) User Fee Collection at Bijwasan and Panchgaon Fee Plaza

Ref: RFP No. on above subject.

Bidder's Name:	
Address:	
Email and Phone:	

#	Fee Plaza Name	Fixed Per Transaction Fee (in Rs.) (upto max 2 decimal places)
1	Bijwasan and Panchgaon Fee Plaza	

Note:

- i. The PMF (Program Management Fee) for Acquiring services shall be paid additionally as per NETC program guidelines as amended time to time.
- ii. The above Per Transaction Cost (in Rs.) shall be inclusive of Taxes/GST, as applicable.

Name: ...

Designation: ...

****No financials should be a part of technical bid. If any form of financial bid/indication is mentioned in the technical bid, IHMCL shall summarily reject the bid.**

Form F-2: Format for Equipment Cost break up

Form F-2: Format for Equipment Cost break up	
Name:	
Designation:	
Bidder's Name:	
Address:	
Email and Phone:	
Ref: RFP No.	

			For Bijwasan Fee Plaza (Dwarka Expressway)		For Panchgaon Fee Plaza	
#	Minimum BoQ	Unit Rate(in Rs.)	Quantity	Total Price (IN Rs.)	Quantity	Total Price (IN Rs.)
A	Lane Equipment					
1.	RFID Antenna			-		-
2.	RFID Reader			-		-
3.	Detector -Radar			-		-
4.	Detector – LiDAR			-		-
5.	ANPR Camera			-		-
6.	Audit Surveillance Camera			-		-
7.	IR Illuminator			-		-
8.	Edge Level switch			-		-
9.	Switch (Layer 3) – 24 Port			-		-
10.	Any additional Component			-		-
11	MLFF Gantry			-		-
B	Control Center Equipment					
1.	MLFF Local Server			-		-
2.	Workstation with Display 27"			-		-
3.	Storage (minimum 125 TB)			-		-
4.	Server Rack (27U)			-		-
D	Software					
1.	Multi Lane Free Flow Software for per lanes and central web-portal			-		-

2.	ANPR Application Per Channel			-		-
3.	Video Management Software/AI Based License			-		-
4.	Detector -Radar applications			-		-
5.	Detector -LiDAR applications			-		-
6.	RFID Reader and Antenna Application			-		-
7.	Enterprise Management Software (EMS)			-		-
8.	Any Additional			-		-
Total Price for Plaza				-		-
Grand Total		-				

Note:

1. Bidders must fill in the quantities and unit rates for the equipment/services/software, etc., as specified above to meet the functional requirements outlined in Schedule B, adhering to the standards and specifications in Schedule C. Any variations in quantities or omitted items will not result in additional payments or changes to the scope.
2. The Grand Total in Form F-2 must not exceed the Estimated Amount of ₹5 crore. If the Grand Total in Form F-2 exceeds ₹5 crore, the depreciated cost will be calculated based on the ceiling limit of ₹5 crore, as per clause 1.2.35 (2) of the RFP.
3. Form F-2 is solely for calculating the Depreciated Cost according to Clause 1.2.35 of the General Conditions of Contract in the RFP. The L-1 Bidder will be selected based on the Fixed Per Transaction Cost in Form F-1.
4. Line items not applicable to the bidder's proposed design may be left blank. The rates should include all statutory taxes/levies, excluding service tax/GST (as applicable). Updates should be made according to the reference RFP shared by IHMCL.