

Sub.: Design, Supply Installation, Testing, Commissioning, Configuration, System Integration, Operations and Maintenance of comprehensive Advanced Traffic Management System (ATMS) on National Highways.

Clarifications to additional queries received from the Empanelled Agencies.

Sr. no.	RFP Clause	RFP Statement	Query	Remarks / Clarification by NHAI
1	Chennai Bypass RFP - Vol. II/ Tambaram-Tindivanam RFP-Vol. II/ Panipat-Ambala RFP-Vol. II/ Ambala-Zirakpur Vol.II, Pg.no.13, clause 1.4.6.8	The service provider shall be responsible for arrangement and provision of all sources of electrical power and communication for setting up the ATMS and providing the required services in compliance of SLR.	The bidder's responsibility would be limited to providing for the power to the field equipments. Providing for raw power till to designated nodes on the stretch shall be in client's scope. Please confirm.	No change is envisaged.
2	Chennai Bypass RFP - Vol. II/ Tambaram-Tindivanam RFP-Vol. II/ Panipat-Ambala RFP-Vol. II/ Ambala-Zirakpur Vol.II, Pg.no.13, clause 1.4.6.2	Coordinate with respective agencies for obtaining the necessary approvals before commencing works.	Obtaining RoW requires identification of the relevant authority which differs from one project to other. We request NHAI to provide us the name of the concerned authorities to obtain RoW for all civil activities.	No change is envisaged.
3	Chennai Bypass RFP - Vol. II/ Tambaram-Tindivanam RFP-Vol. II/ Panipat-Ambala RFP-Vol. II/ Ambala-Zirakpur Vol.II, Pg.no.32, clause 2.5.5, point 3	The DLP shall be in force for a period of 6 (Six) months succeeding the notice of Final Acceptance.	Please confirm whether the Operation & Maintenance (which is 5 years) includes the 6 months DLP period.	It is clarified that the Operation & Maintenance (which is 5 years) includes the 6 months DLP period. The bidder is directed to refer to clause VOL-II clause 2.5.4(7) which states that " The notice of Final Acceptance implies that the system is ready for commercial operation subject to adequate training provided to the Operations and Maintenance personnel " and VOL

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				<p>- II clause 2.5.5(1) that states that "Any minor defects in the system identified by the NHAI and / or the NHAI's nominated representative and provided to the Service provider in the form of a written notice during the Final Acceptance (Ref 2.5.4 above) shall be rectified during the Defects Liability Period. The above defects list shall also include any defects that surface during the DLP which shall also be rectified by the Service provider during the defined DLP itself".</p> <p>It is thus further clarified that during the defects liability period, the Service Level requirements and the corresponding penalties will not apply to the above minor defects.</p>
4	Chennai Bypass RFP - Vol. I/ Tambaram-Tindivanam RFP-Vol. I/ Panipat-Ambala RFP-Vol. I/ Ambala-Zirakpur RFP-Vol.I, Page no. 25, clause 8.1 and 8.2	8.1 For non-compliance of SLR under maintenance requirement, penalty @ 120% of per day rate shall be imposed if the down time exceeds the maximum permissible on each instance. 8.2 For non-compliance of SLR under operations requirement, the penalty of INR 10,000	It is not clear from the said clauses as to what exactly is the "Maintenance Requirement" and "Operations requirement". Since, the penalties are incurred on occasions of non-compliance to operations and maintenance requirements, request more clarity on	SLR are prescribed under two categories (i) SLR for ATMS Systems Operations (pg.114 of Appendix B under Volume II of RFP document and (ii) SLR for ATMS system maintenance on pg. 117 of Appendix B under Volume II of RFP document.

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		per event shall be imposed.	deliverables for the same.	
5	Chennai Bypass RFP, Vol. I, Page no. 44, clause 21 (b); Tambaram-Tindivanam RFP-Vol. I/ Panipat-Ambala RFP-Vol. I/ Ambala-Zirakpur RFP-Vol.I, Page no. 45, clause 21 (b)	NHAI, in its sole discretion and for any reason whatsoever, may terminate this Contract for (i) for convenience by giving 90 days prior notice without assigning any reason;	Kindly reconsider	
6	Chennai Bypass RFP, Vol. I, Page no. 40, clause 11, point 1; Tambaram-Tindivanam RFP-Vol. I/ Panipat-Ambala RFP-Vol. I/ Ambala-Zirakpur RFP-Vol.I, Page no. 41, clause 11, point 1	Advance Payment: Service Provider may claim an advance payment equivalent to 20% of contract value against bank guarantee of such amount and valid for the entire contract period.	As a 10% BG will be furnished by the bidder post LoA, would request to reconsider the clause for providing BG against the advance payment	It is clarified that there are two separate BGs viz. (i) 10% PBG and (ii) 20% against Advance Payment. (i) is governed by Clause 6.1 to 6.5 of Part-1, Volume – I and (ii) is governed by Clause 11 of Schedule – A (Conditions of Contract) under Part-IV, Volume-I.