

Implementation of Advanced Traffic Management System (“ATMS”) for Agra- Lucknow Access Controlled Expressway (Green field) Project in the State of Uttar Pradesh

Addendum-I to the RFQ-cum-RFP document

Sl. No.	Clause No.	Clause	Revised Clause
1	Section 3: Evaluation and Qualification Criteria 2.1.2	The bidder should have an average annual turnover of Indian Rs. 25 Cr. for the last three financial years.	The bidder should have an average annual turnover of Indian <u>Rs. 40 Cr.</u> for the last three financial years.
2	Section 6, General Requirements Scope of Supply of Plant and Services Specifications : Operation & Maintenance clause 4.3.2(b): Incident detection,	If the CCTV system detects an incident such as a vehicle moving in reverse direction, CCTV workstation issues an alarm and incident image will be displayed on the CCTV workstation monitor and video wall	If the CCTV system detects an incident such as a vehicle moving in reverse direction, <u>stalled vehicles on the Expressway, vehicle travelling in counter/opposite direction,</u> CCTV workstation issues an alarm and incident image will be displayed on the CCTV workstation monitor and video wall.
3	Section 6, General Requirements Scope of Supply of Plant and Services TECHNICAL SPECIFICATION FORSUPPLY OF VARIABLE MESSAGE SIGN (VMS), Clause 3.12.2	As indicated in the Schedule of Prices, a Controller is required for the development site in Toronto, Canada. This Controller will be supplied without a VMS but otherwise the Controller shall be fully functional. This Controller will be used to ensure integration of the Controller with the ATMS software	<u>Deleted</u>
4	Section 6: General Requirements Scope of Supply of Plant and Services TECHNICAL SPECIFICATION FORSUPPLY OF VARIABLE MESSAGE SIGN (VMS) 3.5.3	The gantry design will be completed by others. The Supplier shall co-ordinate with the gantry designer to finalize mounting hardware and mounting arrangement details (i.e. hardware spacing).	The gantry design will be completed by <u>the Contractor.</u>
5	Section 6: General Requirements Scope of Supply of Plant and Services 3.19 Power Supply	The Contractor shall supply an interruptible power supply at each toll plaza building of suitable capacity with the output of 230 volt single phase. All equipment shall be provided with a clearly visible label indicating the input power supply type (AC or DC) and voltage. All equipment shall operate with the power supply of 230V plus or minus 10 percent, and 50 hertz plus or minus 3 percent. All field equipment shall	<ol style="list-style-type: none"> 1. Power connectivity shall be provided by the Employer at certain nodes at the Expressway. The Contractor shall be responsible to draw the electricity from such nodes. The Employer shall reimburse the recurring charges of power consumption as per actual during the O&M Period only. 2. VMS & Control centre will have the AC power supply as primary source of

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		operate normally under instantaneous power supply interruption of 20 millisecond or shorter. The power supply voltage available in the field will be 240V AC. Unless specified otherwise or with the approval of the Authority's Engineer, all field equipment shall be designed to operate directly on 240 V AC. The Contractor shall be responsible for arranging the terminal devices necessary to receive the power supply	Energy. 3. Rest of the outdoor equipments will be on Solar panel as primary source of power; however AC Power shall be available as secondary power source. For which all the necessary arrangements will be made by the ATMS contractor
6	Section 6: General Requirements Scope of Supply of Plant and Services TECHNICAL SPECIFICATION FOR SUPPLY OF PTZ CLOSED CIRCUIT (CCTV) CAMERA Clause 2.1.3	The CCTV camera shall meet the following electrical requirements: a) The power consumption shall be 230V, 50 Hz \pm 5%. b) The power consumption shall be 12V \pm 10%.	The CCTV camera shall meet the following electrical requirements: a) The power consumption shall be 230V, 50 Hz \pm 5%. b) The power consumption shall be 12V or 24 V \pm 10%.
7	Section 6: General Requirements Scope of Supply of Plant and Services TECHNICAL SPECIFICATION FOR SUPPLY OF Emergency call box Clause 1.7	Voice Logger Software shall be provided by others to handle and log all calls from the network.	Voice Logger Software shall be provided to handle and log all calls from the network.
8	Section 3 - Evaluation and Qualification Criteria Qualification, Clause 2.1.4	The documentary proof in support of fulfilling the eligibility criteria by the Consortium, along-with a copy of a MoU as per requirements under Para 2.1.4 above shall be submitted as part of the eligibility documents.	Attached as Annexure 1
9	Section 6: General Requirements Scope of Supply of Plant and Services Cable System Clause 2.3	Excavation of cable trench shall be done in all kinds of soil to a minimum depth of 1.65 m from the ground below the central median of the highway and to a width of not less than 0.3m and also provide proper protection as required by expressway while crossing power cables, pipe lines etc.	Excavation of cable trench shall be done in all kinds of soil to a minimum depth of 1.65 m from the ground below the central median / shoulder of the highway and to a width of not less than 0.3m and also provide proper protection as required by expressway while crossing power cables, pipe lines etc.

The effect of the modification of the above mentioned clauses shall be applicable mutatis mutandis in the entire bidding document.

Memorandum of Understanding

(To be executed on Stamp paper of appropriate value)

THIS MEMORANDUM OF UNDERSTANDING is entered into on this the day of 20...

AMONGST

1. {..... Limited, a company incorporated under the Companies Act, 2013 or its substitute thereof} and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act, 1956 or its substitute thereof} and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 1956 or its substitute thereof and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}[§]

The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

(A) THE UTTAR PRADESH EXPRESSWAYS INDUSTRIAL DEVELOPMENT AUTHORITY OF UTTAR PRADESH, established under UP Industrial Area Development Act 1976 (hereinafter referred to as the “**Employer**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited bids (the “**Bids**”) for Implementation of Advanced Traffic Management System (“ATMS”) for Agra-Lucknow Access Controlled Expressway (Green field) Project in the State of Uttar Pradesh (the “**Project**”).

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is desired under the RFP document that the members of the Consortium shall enter into a Memorandum of Understanding and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Role of the Parties

[§] The number of Parties will be shown here, as applicable, subject however to a maximum of 3 (three).

The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing of the Contract Agreement of the Project.
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;
- (c) {(c) Party of the Third Part shall be the Financial Member of the Consortium; and}

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract Agreement, till such time as the completion of the Project is achieved under and in accordance with the Contract Agreement.

5. Shareholding in the SPV

5.1 The Parties agree that the proportion of shareholding among the Parties in the Consortium shall be as follows:

First Party:

Second Party:

{Third Party:}

5.2 The Parties undertake that they shall comply with all the requirements set forth in the Contract Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - a. require any consent or approval not already obtained;
 - b. violate any Applicable Law presently in effect and having applicability to it;
 - c. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - d. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - e. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

7. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the completion of the Project is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Project, the Agreement will stand terminated upon return of the Bid Security by the Employer to the Bidder.

8. Miscellaneous

8.1 This Memorandum of Understanding shall be governed by laws of India.

8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER by:

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of
THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

1.

2.