

Indian Highway Management Company Limited
(IHMCL)

Request for Proposal for Selection of Acquiring Bank
across all Public Funded Toll Plazas on National
Highways

RFP No. IHMCL/ETC/Acquirer Bank/2018
Indian Highways Management Company Limited (IHMCL)
Sector-19, Dwarka, New Delhi-110075

Dated: 10 September 2018

Email: info@ihmcl.com

DISCLAIMER

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to prospective Applicant(s), whether verbally or in documentary or any other form by or on behalf of IHMCL or any of its employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The issue of this RFP does not imply that IHMCL is bound to select or shortlist pre-qualified Applications for the Bid stage or to appoint the Selected Applicant or Contractor, as the case may be, for the Project and IHMCL reserves the right to reject all or any of the Applicants or Applications without assigning any reason whatsoever.

The assumptions, assessments, statements and information contained in the RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. IHMCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

IHMCL, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant under any law whether written or otherwise, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this RFP. Each Bidder should, therefore, conduct its own site feasibility, investigations, survey and/or analysis, and should check the accuracy, adequacy, correctness, IT systems' compatibility, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

IHMCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in

this RFP. IHMCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

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PART I: NOTICE INVITING APPLICATIONS

Bids are invited by the Indian Highways Management Company Limited (IHMCL) for the following:

Name of the Work	Document Fee(non-refundable)	Bid Security	Closing date and time
Selection of Acquiring Bank across all Public Funded Toll Plazas on National Highways	INR 10,000/- (Rupees Ten Thousand Only)	INR 15,00,000/- (Rupees Fifteen Lakhs only)	09 October 2018 (Up to 15:00 Hrs IST)

2. The complete Bidding Documents can be viewed / downloaded from e-procurement portal <http://etenders.gov.in>. The Bids shall be liable for summarily rejection unless accompanied by the requisite EMD and bid document fee as indicated above. IHMCL shall not be responsible for any postal delay. Bids submitted after the closing date/time shall be summarily rejected.

IHMCL reserves the right to accept or reject any or all Applications for the project, before signing of Contract Agreement without thereby incurring any financial or other liability to the affected Applicants.

Address for communication and for Application submission:

The General Manager
Indian Highways Management Co. Ltd. (IHMCL)
2nd Floor, MTNL Building,
Sector 19, Dwarka
New Delhi 110 075

Phone: +91-11- 28042710

Email: info@ihmcl.com

Website: www.ihmcl.com

PART II: DEFINITIONS

1. DEFINITIONS

In this document, the following terms shall have respective meanings as indicated:

"Applicable Law" means the laws, rules or regulations and any other instruments, having the force of law in Republic of India, as in force from time to time.

"Authorized Representative" means any person/agency authorized by IHMCL.

"Applicant/Bidder" means a 'firm' which participates in the subject RFP and submits its application/bid.

"Application/Bid" means the documents submitted by the Applicant in response to this RFP.

"Commencement date" means the date upon which the Successful Bidder receives the notice to commence the work issued by IHMCL.

"Contract" shall mean & include RFP, Notice for Inviting Tender (NIT), the tender documents and letter of acceptance thereof and the formal agreement, to be executed between IHMCL and the Acquiring Bank together with the complete documents referred to therein including the appendices and any special conditions. All these documents taken together shall be deemed to form one Contract and shall be complementary to each other.

"IHMCL" means Indian Highways Management Company Ltd.

"Law" or "Legislation" - shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Government of India or State Government or regulatory authority.

"Letter of Award (LOA)" means the issue of a signed letter by IHMCL to Successful Bidder conveying its intention to accept the offer of Successful Bidder and awarding the work.

"Local Currency" means the Indian Rupees

"MoRTH" means Ministry of Road Transport and Highways

"NHAI" means National Highways Authority of India.

"Party" shall mean IHMCL or Applicant individually and **"Parties"** shall mean IHMCL and Applicant collectively.

"Personnel" means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof.

"RFP" shall mean this Request for Proposal dated 10 September 2018, including the written clarifications & Corrigendum/ Addendum issued by IHMCL in respect of the RFP from time to time.

“Services” means requirements defined in this RFP including all additional services associated thereto to be delivered by the Successful Bidder.

“Acquiring Bank” shall mean the Successful Bidder post this RFP process.

“Successful Bidder” means the Bidder, who, after the complete evaluation process, has been issued the Letter of Intent by IHMCL

Any other terms not defined herein but defined elsewhere in this RFP shall have the meaning ascribed to such terms therein and shall be deemed to have been included in this section.

PART-III: INSTRUCTIONS TO APPLICANTS

3.1 Introduction:

Electronic Toll Collection (ETC) System

In order to remove the bottlenecks and ensure seamless movement of traffic and collection of toll as per the notified rates Electronic Toll Collection (ETC) system has been implemented on national highways with passive Radio Frequency Identification (RFID) based on EPC, Gen-2, ISO 18000-6C Standards tags.

For implementing ETC across the country, a new company under Company's Act, 1956, "**Indian Highways Management Company Limited**" (IHMCL), was constituted in 2012 with equity partnership from highway developers, financial institutions and National Highways Authority of India (NHAI).

The objective of IHMCL is to implement an electronic, interoperable toll collection system through RFID technology and to manage the project strategically, administratively, legally, technically, commercially and to Implement a Central Clearing House (CCH) system, including help desk support and setting up of Point of Sale (PoS) for ETC System.

Acquisition of Transactions

The ETC Program of IHMCL is operational across more than 400 Toll Plazas throughout the country. NHAI and IHMCL reserves the right to allocate the responsibilities of acquisition of transactions across more than 160 Public Funded plazas. A list of such plazas is annexed at **Annexure B**.

3.2 Scope of Work

IHMCL is now looking to select a single acquirer bank to perform acquisition of all ETC transactions across all Public Funded toll plazas. The successful bidder shall carry out all roles/responsibilities of Acquirer Bank as defined in the Procedural Guidelines - National Electronic Toll Collection Network 2016 version 1.6 issued by NPCI and amended suitably from time to time, as well as the responsibilities laid down in **Annexure A**.

3.3 Description of Bidding Process:

3.3.1 IHMCL has adopted the following process (referred to as the "Bidding Process") for selection of the Acquiring Bank.

3.3.2 Opening of Physical Documents

a) Physical Documents submitted will be opened at 15:30 Hrs (IST) on 10 October 2018 at IHMCL Corporate Office, 2nd Floor, MTNL Building, Sector -19, Dwarka, New Delhi-110075.

b) Bidder's authorized representative may attend the opening, and those who are present shall sign the Attendance Sheet evidencing their attendance.

c) The Bidder's names, Bid modifications or withdrawals and such other details as IHMCL at its discretion, may consider appropriate, will be announced at the time of opening.

d) Physical Documents shall be opened first and based upon the evaluation of these documents, IHMCL shall announce the names of the Bidders who have qualified for opening of Financial Bids. It is hereby clarified that Financial Bids of only such Bidders who are declared qualified as stated herein shall be opened.

3.3.3 Examination and Evaluation of Bids

a) Any time during the process of evaluation, IHMCL may seek for clarifications from any or all Bidders. Failure of any Bidder to provide the required clarifications within the stipulated timeline may result in rejection of its Bid, at the sole discretion of IHMCL.

b) Phase-1: Document Fee & EMD/Bid Security:

Document fee: - The document fee (non-refundable) of Rs. 10,000/- (Rupees Ten Thousand only) in the form of a demand draft / pay order drawn in favour of "Indian Highways Management Company Limited" drawn on any Scheduled bank payable at New Delhi shall be submitted by the Applicant.

EMD/Bid Security: - The envelope containing EMD/Bid Security and other relevant documents as required by this RFP will be opened. If the documents are in prescribed format, then the second envelope containing Financial Proposal documents shall be opened. At any stage during the entire Bid evaluation process, if the EMD is found to be invalid, the respective Bidder's Bid shall be summarily rejected. If Physical Documents submitted by the Bidder has the Financial Bid details, the Bid shall be summarily rejected.

The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD) /Bid Security for an amount INR 15,00,000/- (Rupees Fifteen 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.

The Earnest Money shall be in the form of a demand draft / pay order drawn in

favour of "Indian Highways Management Company Ltd." on any Scheduled bank payable at New Delhi.

Upon furnishing of the Performance Security by the Successful Bidder, IHMCL will promptly notify the other Bidders that their Bids have been unsuccessful. EMDs of unsuccessful Bidders will be returned back to them after signing of Contract with the Successful Bidder or after the expiry of the validity period of the Bids, whichever is earlier.

The Technical Bids will be evaluated by an Evaluation Committee. The Bidder shall have to fulfil all the Eligibility Criteria as specified in the RFP, in totality and submit all the required documents. These documents will be scrutinized in this phase of evaluation. Those Bidders who do not fulfil the terms and conditions of Eligibility Criteria as specified in this tender will not be eligible for further evaluation.

Evaluation of Technical Bids by the Evaluation Committee shall not be questioned by any of the Bidders. IHMCL may ask Bidder(s) for additional information, visit to Bidder's site and/ or arrange discussions with their professional, technical faculties to verify claims made in Technical Bid documentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal.

c) Phase-2: Financial Bid Evaluation:

The Financial Bids of ONLY the Bidders who are declared as qualified in Phase 1 will be evaluated. The Financial Bid Evaluation will be based on the "% of acquired transaction value", quoted by the Bidder which would be the basis for total payouts, but will exclude the GST (if applicable).

If there is a discrepancy between words & figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, its Bid shall be rejected and the EMD will be forfeited.

The Evaluation Committee shall determine if the financial bid is complete and without computational errors. The Bid with the lowest value of "% of acquired transaction value" will be selected.

3.4 Schedule of Bidding Process

IHMCL shall endeavour to adhere to the following schedule:

Sl. No.	Event Description	Date
1.	Invitation of RFP (NIT)	10 September 2018
2.	Last date for receiving queries	17 September 2018
3.	Pre-Bid meeting at NHAI HQ at 11:00 AM	20 September 2018
4.	Authority response to queries latest by	24 September 2018
5.	Bid Due Date	09 October 2018 (Upto 15:00 Hrs IST)
6.	Physical submission of Bid Security/ Power of Attorney etc.	till 15:30 Hrs IST on 09 October 2018
7.	Opening of Technical Bids	at 15:30 Hrs 10 October 2018
8.	Declaration eligible / qualified Bidders	within 20 days from Bid Due Date
9.	Opening of Financial Bid	within 30 days from Bid Due Date
10.	Letter of Award (LOA)	Within 60 days of Bid Due Date
11.	Validity of Bid	120 days from Bid Due Date
12.	Signing of Agreement	Within 45 days of award of LOA

3.5 Any queries or requests for additional information concerning the RFP shall be submitted in writing or by e-mail to the officer designated below in the attached format. The envelope / e-mail communication shall clearly bear the following identification title:

“RFP for Selection of Acquiring Bank across all Public Funded Toll Plazas on National Highways”

“Queries/Request for Additional Information”

Address for correspondence:

General Manager,
Indian Highways Management Company Ltd. (IHMCL),
2nd Floor, MTNL Building,
Sector 19, Dwarka
New Delhi-110 075

3.6 Amendment of RFP:

(i) At any time, IHMCL may for any reason, whether on its own initiative or in response to clarifications requested by any Applicant, modify the RFP by issuing an Addendum. It is binding on the Applicants including already empanelled Applicants to provide requisite information as per the Addendum and within the time prescribed. Failure to do so will result in the application being rejected and/ or the bidder removed from the list of qualified/ empanelled agencies.

(ii) Any Addendum issued hereunder will be in writing and shall be hosted on IHMCL website and e-procurement portal only.

3.7 Non-refundable fee for participating in the bidding process:

3.7.1. Document fee: The document fee (non-refundable) of Rs. 10,000/- (Rupees Ten Thousand only) in the form of a demand draft / pay order drawn in favour of "Indian Highways Management Company Limited." Drawn on any Scheduled bank payable at New Delhi shall be submitted by the Applicant.

4 PART-IV: DETAILS OF SELECTION PROCESS

4.1 Eligibility to Bid: -

The bidder qualifying the following criteria shall be considered eligible to bid for this RFP:

- (i) A bidder is certified by NPCI (National Payment Corporation of India) as an Acquiring Bank under NETC program. The bidder shall have the experience of ETC integration and providing service as an Acquiring Bank for at least 10 Toll Plazas under the NETC program.
(An undertaking with the letter of the certification by NPCI and prior experience as an Acquiring Bank, Form T-4)

OR

A bidder is a Scheduled Commercial Bank as defined by RBI, with a positive Net Worth of more than Rs. 20,000 Cr. as on 31st March 2018.
(A certificate from the Statutory Auditor as proof of Net Worth shall be submitted in Form T-4)

- (ii) The Applicant should not have been sanctioned or blacklisted or debarred by any government department/agency/PSU for material non-performance or contractual non-compliance in the last 3 years.
(Undertaking to be provided by the Authorized Signatory of the Bidder on its letterhead)
- (iii) Consortiums, or Joint Ventures are not allowed to bid.

4.2 Preparation and submission of application:

4.2.1 Language of application

- 4.2.1.1 All correspondence and documentation related to the application exchanged between the Applicant and IHMCL shall be in English language. The Applicant shall be solely responsible for the accuracy of English Translation of various documents submitted by him to IHMCL.
- 4.2.1.2 The application shall be submitted online on e-procurement portal as specified in Clause 4.2.3

4.2.2 Procedure for preparation of applications

The application should be submitted duly filled in prescribed formats and supporting documents as under:

Qualification

- i. Application Form T-1 (Covering letter);
- ii. Brief information about the Applicant duly filled in Form T-2;
- iii. Duly notarised Original Power of Attorney in favour of Authorised Signatory as per Form T-3
- iv. Cost of RFP bidding documents in the form of Demand Draft or A/c payee pay order
- v. EMD as per format mentioned in the RFP
- vi. Certified copies of other documents:
 - a. Certificate of Incorporation of the Bank;
 - b. Statutory Auditor certificate certifying the Net Worth of the Bank;

Financial Bids

- a. Financial bid shall be submitted via online portal in the prescribed format.
- b. The bid should include all the charges payable in full compliance to the Scope of Work and other terms specified in the RFP document. No additional payments whatsoever are envisaged.
- c. The bid should include all statutory taxes/ levies / surcharge on tax etc.
- d. In case of any difference in figures and words, the amount mentioned in words will prevail.

4.2.3 Procedure for submission of applications

- 4.2.3.1 Bid must be submitted online only at <http://etenders.gov.in> during the validity of registration with the e-Tendering Portal being managed by National Informatics Centre (NIC), i.e. <http://etenders.gov.in>. To participate in e-tendering, the intending participants shall register themselves in the website of URL.
- 4.2.3.2 Bidders/Applicants are advised to go through the FAQs, guidelines, instructions, manuals, policies, system setting procedures etc. as provided in the e-Procurement portal.
- 4.2.3.3 Tender form and relevant documents will not be sold /issued manually from offices.
- 4.2.3.4 Bidders are required to upload scanned copies of Bid Security, proof of online payment of cost Bidding Documents, Power of Attorney and other relevant document on the e-procurement portal. Physical Documents are to be submitted to IHMCL as per dates mentioned in the section "Key Dates".
- 4.2.3.5 The date and time for online submission as mentioned in the section RFP document shall be strictly followed in all cases. The bidder/Applicants should ensure that their tender is submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Tender(s) not submitted online will not be entertained.

- 4.2.3.6 If for any reason, any interested bidder fails to complete any online stages during the complete tender cycle, IHMCL shall not be responsible for that and any grievance regarding that shall not be entertained.

4.3 Modification /Substitution/ Withdrawal of Bids

- (i) The Bidder may modify, substitute or withdraw its bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alternative/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by IHMCL, shall be disregarded.

4.4 Opening, and evaluation of bids

- 4.4.1 The applications received by IHMCL will be examined and evaluated in accordance with the provisions set out herein.
- 4.4.2 IHMCL reserves the right to reject any application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by IHMCL in respect of such applications.
- 4.4.3 In the first stage the Evaluation Committee shall examine the statement of qualification furnished by the Applicant in support of their fulfilment of eligibility against the prescribed criteria. An application shall be considered Responsive only if:
- (a) The prescribed documents above are received by IHMCL in the manner prescribed above with proper seal and signature.
 - (b) Cost of RFP/ Bid Documents & EMD is submitted in the prescribed amount and manner.
 - (c) The application contains all the required documents and information in the prescribed manner.
 - (d) The Applicant qualifies the prescribed eligibility criteria.
- and
- (e) The application does not contain any pre-condition, assumption or qualification;
- 4.4.4 Post completion of the evaluation stage, IHMCL will open the Financial bids on the date and time prescribed. Prior to evaluation of the bids, IHMCL shall determine as to whether each bid is responsive to the requirements of this RFP document. A bid will be declared non-responsive in case:
- a) If the Authorized Signatory holding Power of Attorney and Signatory are not the same

- b) If a bidder submits a conditional bid or makes changes in the terms and conditions given in this RFP document
- c) Failure to comply with all the requirements of RFP document by a bidder
- d) If the financial bid is not submitted in the formats prescribed in the RFP document
- e) If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the Bids and the same may lead to Bid being declared as non-responsive.
and
- f) The bid does not contain any pre-condition, assumption or qualification;

4.4.5 IHMCL will announce the Bidder who quotes minimum Financial Bid as the Successful Bidder.

4.4.6 No Applicant shall submit more than one application. If more than one application is received from the same Applicant, all such applications shall be summarily rejected.

4.4.7 IHMCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- (i) Suspend and/or cancel the bidding process and/or amend and/or supplement the process or modify the dates or other terms and conditions relating thereto;
- (ii) Consult any Applicant in order to receive clarification or further information or documents;
- (iii) Retain any information and/ or evidence submitted to IHMCL by, on behalf of, and/ or in relation to any Applicant; and/or;
- (iv) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

4.4.8 IHMCL is not bound to reply/ respond to any representation/ letter or request for change in scope of work, eligibility criteria or any relaxation in conditions. No correspondence will be entertained on this matter.

4.4.9 It shall be deemed that by submitting the application, the Applicant agrees and releases IHMCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection with the bidding process and waives, to the fullest extent permitted by Applicable Law, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

4.4.10 Verification and Dis-qualification: IHMCL reserves the right to verify all statements, information and documents submitted by the Applicant and the Applicants shall, when so required by IHMCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by IHMCL shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of IHMCL thereunder.

4.5 Award of Toll Plazas

4.5.1 IHMCL will announce the name of the Selected Bidder, which shall be awarded the task for acquisition of transactions for all toll plazas as provided in Annexure B.

4.5.2 IHMCL retains the right to amend the list of Toll Plazas provided in Annexure B without assigning any reason at any time during the Contract Period. IHMCL makes no commitments, expressed or implied, that the full scope of work as described in this RFP will be commissioned.

4.5.3 IHMCL will issue a Letter of Award (LoA) to the Selected Bidder for the toll plaza, and upon receipt of the LoA, the Selected Bidder shall be required to furnish an unconditional and irrevocable Performance Security in the form of a Performance Bank Guarantee (PBG) within a period of 15 days. The PBG shall be for an amount of **Rs. 1.5 Crores** and should be in favour of "Indian Highways Management Company Limited", New Delhi. The Performance Security shall be valid throughout the period of contract, which may be extended appropriately such that it remains valid until one year beyond completion of the contract.

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Annexure A

The successful bidder shall carry out all roles/responsibilities of Acquirer Bank as defined in the documents by NHAI/IHMCL/NPCI.

A. Business Functionalities:

A.1. The selected vendor is required to integrate their systems with toll plaza operators for the purpose of acquiring transactions happening on the ETC lanes. They would also integrate their system with NPCI's ETC system [ETC Switch and ETC Mapper] to facilitate the toll fare calculation as well as transaction processing.

A.2. This solution should cover the following components of the entire transaction life cycle for ETC transactions initiated at the Toll Plaza Server and should send to the Acquiring Host, which then gets processed through the NETC System.

The selected vendor should undertake the following roles and responsibilities.

- To integrate with Toll Plaza System and NETC System.
- To contract with toll plaza operators and to deploy the acquiring host, that includes installation and management of NPCI and/or issuer bank public keys, adequately protected for integrity.
- The host should support both online and offline means of communication with toll plaza operators (preferably online).
- The vendor should have system having feasibility to support primary and secondary systems to ensure connectivity with multiple endpoints.
- Should be capable of processing payment transactions to make payment the toll plaza operators for the processed transactions.
- Should be capable to transmit the completed transaction records to the issuer in order to obtain the settlement within TAT.
- Should be capable to send all the transactions which are executed at the lane controller to NETC system i.e. successful, fail, decline NETC
- Should be capable to keep the image files provided by the toll plaza operators [i.e. AVC profile, Vehicle Image NETC for a period of one year.

- Should manage the business rules relating to toll fare calculation and share the of exception list, Local exemption list (discount file list) with toll plazas.
- Should share vehicle class discrepancy (i.e. mismatch between AVC and mapper vehicle class) and exempted vehicle transaction details with toll plaza.
- The vendor needs to assist the disputes raised by Issuers or toll plaza operators. The vendor is responsible for the resolution of disputes as per the applicable TAT.
- Should provide support helpdesk to Toll plaza operator by means of toll free numbers.

B. Integration with Toll Plaza System

B.1. The toll plaza server will process the transactions in the specified format and send it to the acquiring host system for toll fare calculation and transaction processing. The communication between toll plaza server and the acquirer host shall be online only. The responsibility of providing internet connectivity at the toll plaza lies with IHMCL. The processing mostly covering interoperability needs to be carried out depending on availability of connectivity. The specifications and processes defined by NPCI / NHAI / MoRTH / IHMCL / any other statutory authority should be adhered to.

C. Integration with NETC System

C.1. The selected vendor will integrate their host system with the ETC system (ETC Switch and ETC Mapper) hosted by NPCI. The vendor has to ensure the transaction data is in the specified format as defined by the ETC System interface specifications.

C.2. The acquiring bank's host system should contain the business rules for toll fare calculation. On receiving the transaction information from the toll plaza server, the acquirer host will check the tag status from the NETC Mapper, calculate the toll fare based on vehicle class received from NETC mapper and present the transaction messages to NETC switch for further processing.

C.3. The specifications and processes defined by NPCI / NHAI / MoRTH / IHMCL any other statutory authority should be adhered to.

D. Online Transaction Processing

D.1. The System should support both online and offline means of communication with toll plaza operator for Transaction Processing. It should send all transactions which are executed at the lane controller to NETC system i.e. successful, fail, decline etc. Keep the image files provided by the toll plaza operators [i.e. AVC profile, Vehicle Image etc.] for a period of one year.

D.2. The vendor should manage the business rules relating to toll fare calculation - Check tag status from Mapper. Acquirer host fetches vehicle class, vehicle registration number, tag status & issuer bank ID. The acquiring host system has to be configured with the applicable toll fare calculation business rules for the acquired toll plaza. The business rules might consist of: -

D.2.1. Standard fare rules - This includes the rules for calculating toll fare as per the standard fare defined for the vehicle class.

D.2.2. Exemption rules - This includes different types of concessions be regulated by one or more exemptions applicable for the toll plaza like- Local resident exemption, applicable discounts or concessions on purchase of monthly pass, Distance based toll fare discount or concessions etc.

D.3. The standard and exemption rules are defined by the toll plaza operator (as per the norms stated by concerned authorities). The acquiring host should support all such business rules defined by the toll plaza operator.

D.4. Transaction Settlement - The vendor should undertake end-to-end transactions and settlements within defined TAT.

D.5. Violation Management - Acquiring System should have provision to process the violations (due to Vehicle Class Mismatch) raised by the Toll Plaza. System should have a mechanism to audit the supporting Images of Violations and raise a Credit or Debit Adjustment based on the auditor's class.

D.6. Exception list - Acquiring host should be able to receive the exception list, exemption list from NETC through both offline and online channels. The acquiring host system has to synchronize the exception list with the toll plaza server. The acquirer can get the exception list using one of the following methods or as defined by NPCI and any statutory authorities.

- The acquiring bank's system should periodically fetch the latest exception list from the NETC System and send the same to toll plaza server every 10 minutes. The Toll plaza server will update this exception list to lane controllers within 10 minutes of its receipt.

- The acquiring system should also have an option to download the exception list from the SFTP server.

D.7. Exception list

D.7.1. Blacklist: A blacklist is a list of tag ID which will not be accepted at toll plaza. NHAI/IHMCL can request Service Provider or acquirer to add/remove the tag ID in the blacklist.

D.7.2. Low Balance List/Grey list: If the balance in the customer's account linked to the tag comes below a threshold limit, that Tag ID will be added to this list and the notification is sent to the customer for low balance. This list will be provided by the Service Provider.

D.7.3. Exempted Vehicle Class List: Unless otherwise stipulated, no toll fare will be charged for the vehicles that come under this category as defined by the respective authorities from time to time. Few examples can be, as VVIP convoy, Ambulance, Fire brigade, Police Vehicle

D.8. Transaction Reconciliation - Acquiring host should perform transaction reconciliation on daily basis with Toll Plaza operator data and send the report. Acquiring host should also perform the reconciliation with NETC system data and identify the discrepancy transactions. Acquiring host should settle all the transactions which are accepted by NETC system.

D.9. Dispute Handling - Acquiring Bank shall have all the liability and responsibility to handle dispute resolution with Toll plaza operator.

D.10. The vendor system should carry out the transactions as detailed in NPCI document. The clearing and settlement process along with the transaction life cycle will be as per NPCI documents released from time to time.

E. Helpdesk for Toll plaza operator

E.1. The vendor should provide helpdesk or toll-free services to toll plaza operator for resolving any issues pertaining to NETC Transaction, as per the SLAs provided by IHMCL. It is the responsibility of the vendor to ensure all the transactional conflicts are resolved for the toll plaza operator as per TAT.

F. Technical Requirements

- i. The technical requirement for Acquiring system for NETC will be governed by the Technical specifications and processes as defined by NHAI / MoRTH / IHMCL or any other statutory authorities.
- ii. As per specifications defined by IHMCL, the vendor should submit detail diagram, data flow information, security maintenance etc. End to End management of the solution should be covered by the vendor.
- iii. The vendor should submit declaration that the NETC acquiring system proposed is fully compliant with NHAI / MoRTH / IHMCL specifications.
- iv. The vendor is required to go through NHAI / MoRTH / IHMCL documents on NETC acquiring and should comply to all technical and functional requirements.

G. Help Desk Requirements

A 24x7, 365 days per year, robust online customer / Toll operator support facility for all sorts of issuing / acquiring related queries. Bidder support staff should be well trained to effectively handle queries raised by the customer / employees etc. Bidder should provide MIS reports periodically to IHMCL, for example: Volume of calls / per day, resolution % per day etc. Help desk should support all issuing and Acquirer queries.

H. Time period for the service

Time period envisaged for the engagement is **12 months**. Upon completion of the engagement, IHMCL may consider extending the tenure by **another 12 months** with same “% of acquired transaction value” as quoted by the Bidder for the RFP.

Annexure B

List of Public Funded Toll Plazas

S.No.	Plaza Name	RO	PIU
1	Naini	Lucknow	Allahbad
2	Nallur	Chennai	Chennai
3	Paranur	Chennai	Chennai
4	Bankapur	Bangalore	Dharwad
5	Palsit	Kolkata	Durgapur
6	Dhankuni	Kolkata	Durgapur
7	Surjapur	Kolkata	Jalpaiguri
8	Paschim Madeti	Kolkata	Jalpaiguri
9	Badauri	Lucknow	Kanpur
10	Usaka(Chameri)	Lucknow	Kanpur
11	Pahammawlein	Guwahati	Shillong
12	Hebbalu	Bangalore	chitdurga
13	Chalageri	Bangalore	chitdurga
14	Kognoli	Bangalore	Dharwad
15	Hattargi	Bangalore	Dharwad
16	Surajbari	Gandhinagar	Gandhinagar
17	Khemana	Gandhinagar	Gandhinagar
18	Landhari	Chandigarh	Hisar
19	Bann	Jammu	Jammu
20	Mada	Jammu	Jammu
21	Nasri	Jammu	Jammu
22	Vanana	Gandhinagar	Rajkot
23	Vaghasia	Gandhinagar	Rajkot
24	Dumiyani	Gandhinagar	Rajkot
25	Narmada Bridge	Gandhinagar	Surat
26	Sergarh	Bhubneshwar	Balasore
27	Bagepalli	Bangalore	Bangalore
28	Gurapalli	Bhubaneswar	Bhubaneswar
29	Athur	Chennai	Chennai
30	Surapattu	Chennai	Chennai
31	Lechhumanapatti	Chennai	Karaikudi
32	Lembalakudi	Chennai	Karaikudi
33	Methoon	Jaipur	Kota
34	Vaghaikulam(Pudukottai)	Chennai	PIU Nagarcoil
35	Mundiyar	Bhopal	Shivpuri
36	Ramnagar	Bhopal	Shivpuri
37	Raksa	Bhopal	Shivpuri
38	Akhepura	Jaipur	Sikar
39	Milanpur	Nagpur	Nagpur

S.No.	Plaza Name	RO	PIU
40	Khambara	Nagpur	Nagpur
41	Baswant Pimpalagaon	Mumbai	Nashik
42	Pippalwada	Hyderabad	Nirmal
43	Vemapadu	Vijayawada	Rajahmundry
44	Krishnavaram	Vijayawada	Rajahmundry
45	Chilakapalem	Vijayawada	Vishakhapatnam
46	Nathavalasa	Vijayawada	Vijayawada
47	AGANAMPUDI	Vijayawada	Vishakhapatnam
48	Bellupada	Vijayawada	Vishakhapatnam
49	Laxmipuram	Vijayawada	Vishakhapatnam
50	Madapam	Vijayawada	Vishakhapatnam
51	Vantada	Gandhinagar	Gandhinagar
52	Kathpura	Gandhinagar	Gandhinagar
53	Kharik	Patna	Begusarai
54	Maranga	Patna	Begusarai
55	Badbar	Chandigarh	Chandigarh
56	Kalajhar	Chandigarh	Chandigarh
57	Rasoia Dhamna	Ranchi	Dhanbad
58	SauKala	Patna	Dhanbad
59	Undvariya Distt Sirohi	Jaipur	Gandhidham
60	Chiddan	Chandigarh	Jalandhar
61	Parsoni Khem	Patna	Sasaram
62	Raibha	Lucknow	Lucknow
63	Lalanagar	Lucknow	Allahabad
64	Saidpur Patheda	Patna	Chhapra
65	Dasna	Lucknow	ghaziabad
66	Pullur	Hyderabad	Hyderabad
67	Babina	Lucknow	Jhansi
68	Vighakhet	Lucknow	Jhansi
69	Aaini	Lucknow	Lucknow
70	Dakshinashekhpur	Lucknow	Lucknow
71	Joya	Lucknow	Moradabad
72	Brijghat	Lucknow	Moradabad
73	Rolmamda	Hyderabad	Nirmal
74	Gamjal	Hyderabad	PIU Nirmal
75	Dharer Azizpur	Chandigarh	Mohali
76	Dhareri Jattan	Chandigarh	Mohali
77	Usma	Chandigarh	Jalandhar
78	Vanagram	Chennai	Chennai
79	Palaya Gandharvakottai	Chennai	Karaikudi
80	Shenbagampettai	Chennai	Karaikudi
81	Chennasamudram	Chennai	Krishnagiri
82	(Sriperumbadur) Nemili	Chennai	Krishnagiri

S.No.	Plaza Name	RO	PIU
83	Tand Balidih	Ranchi	Dhanbad
84	Bhagan	Chandigarh	EPE
85	Dari	Gandhinagar	Rajkot
86	Gadoi	Gandhinagar	Rajkot
87	Allonia	Bhopal	PIU Narsinghpur
88	Kalaparru	Vijayawada	Vijaywada
89	Tamdoli	Jaipur	Ajmer
90	Bassi Vil.	Jaipur	Chittorgarh
91	Dhaneshwar Vil.	Jaipur	Chittorgarh
92	Aroli Vil.	Jaipur	Chittorgarh
93	Malera/Pindwara	Jaipur	Udaipur
94	Jaswantgarh/Gogunda	Jaipur	Udaipur
95	Pottipudu	Vijayawada	Vijaywada
96	Katoghan	Lucknow	kanpur
97	Kunwarpur	Lucknow	Raibareilly
98	Nuruddinpur	Lucknow	Raibareilly
99	Kondar	Jaipur	Dausa
100	Banthadi	Jaipur	Ajmer
101	Chilachond	Jaipur	Dausa
102	Bhiknoor	Hyderabad	Nirmal
103	Balgudar	Patna	Begusarai
104	Runni	Patna	Begusarai
105	Salaipudhur	Chennai	Madurai
106	Kappalur	Chennai	Madurai
107	Nanguneri Distt Tirunelveli	Chennai	Madurai
108	Etturvattum Distt. Virudhunagar	Chennai	Madurai
109	Manoharabad	Hyderabad	Nirmal
110	Barsoni	Patna	Purnia
111	Ghangari	Ranchi	Dhanbad
112	Pundag	Ranchi	Ranchi
113	Chikhalikala	Bhopal	Chhindwara
114	Fulara	Bhopal	Chhindwara
115	Jaitpur	Bhopal	Chhindwara
116	Jungawani	Bhopal	Chhindwara
117	Kelwad	Bhopal	Chhindwara
118	Brahamarkotlu	Bangalore	Mangalore
119	Surathkal	Bangalore	Mangalore
120	Eethakota	Vijayawada	Rajahmundry
121	Unguturu	Vijayawada	Rajahmundry
122	Deingpasoh	Guwahati	Shillong
123	Srirampur	Bhubneshwar	Bhubneshwar
124	Panikholi	Bhubneshwar	Bhubneshwar
125	Gangapada\Gudipada	Bhubneshwar	Bhubhneswar

S.No.	Plaza Name	RO	PIU
126	Patanswangi	Nagpur	Nagpur
127	Kelapur	Nagpur	Yavatamal
128	Guabari	Kolkata	Jalpaiguri
129	Nimbiya ki Dhani (bayatu)	Jaipur	Barmer
130	Konetipuram	Hyderabad	Hyderabad
131	Kadthal	Hyderabad	Hyderabad
132	Chinthapally	Hyderabad	Khammam
133	Sosokhurd	Ranchi	Dhanbad
134	Lakhanpur	Jammu	Jammu
135	Thandikhui *	Jammu	Jammu
136	Dahalapara	Guwahati	Bongoigaon
137	Khadra	Bhopal	Katni
138	Sonvarsa	Bhopal	Katni
139	Raha	Guwahati	Bongoigaon
140	Para	Jaipur	Ajmer
141	Lilamba	Jaipur	Ajmer
142	Mekalavaripalli	Amravati	Vijayawada
143	Raaviguntapalli	Amravati	Vijayawada
144	Pipli	Bhubhneswar	Bhubhneswar
145	6ML @ km 229.100	Jaipur	Bikaner
146	Jasnath Nagar	Jaipur	Jodhpur
147	Doli	Jaipur	Jodhpur
148	Morani/ Pokaran	Jaipur	Jodhpur
149	Motisar/ Khanori	Jaipur	Jodhpur
150	Brahmanapalli	Vijayawada	Nellore
151	Rapur	Vijayawada	Nellore
152	Chintalapalem	Vijayawada	Nellore
153	Badava	Vijayawada	Vijayawada
154	Gulalpurva	Lucknow	Lucknow
155	Bhavdeen	Chandigarh	Hisar
156	Kuian malkhana	Chandigarh	Hisar
157	Lehra Begga	Chandigarh	
158	Zidda	Chandigarh	Jalandhar
159	Kota Bypass	Jaipur	Kota
160	Paind	Chandigarh	
161	Khair fakir ki dhani	Jaipur	Barmer
162	Nimbasar	Jaipur	Barmer
163	Banushi	Dehradun	Rudrapur

Annexure C

SERVICE LEVEL AGREEMENT PARAMETERS FOR MEMBER BANKS PARTICIPATING IN THE NETC PROGRAMME

General Terms

- i. The SLA will be monitored and Default Charges computed on monthly basis.
 - o Default Charges for a month will be capped at ten percent (10%) of the total Service Charge for the given month.
 - o The number and format of reports will be as per requirements provided by IHMCL/NHAI.
 - o In case, IHMCL/NHAI so desires, the SLAs may be reviewed on yearly basis and may be amended based on mutual agreement. Till such time, any revision is mutually agreed, the existing SLAs will continue to be in force.
- ii. SLA will be excluded in case of incidents/instances not attributable to the member banks.
- iii. Any breach of SLA due to non-availability of internet services or Force Majeure events, scheduled downtime, vandalism damage shall not be accountable to member banks.
- iv. Any scheduled and approved preventive maintenance activity by the member banks should be carried out with prior approval IHMCL/NHAI.
- v. All technical terms shall be in line with the definition provided in the Interface Control Document (ICD) version 2.4 or as amended from time to time.
- vi. All penalty charges shall be credited to IHMCL account, unless specified otherwise.
- vii. Week shall mean 7 days, starting Sunday to Saturday.
- viii. Calendar day mean any day in a calendar month.
- ix. Working day shall mean any working day as declared by the RBI.
- x. Rate of Interest incurred on any penalty amount shall be as per prevailing NHAI rates

2. SLA FOR ACQUIRER BANKS

Sl. No.	Service Description	SLA definition	Service Level Requirement	Default Charges	Remarks, if any
1.	Sharing of Blacklist_ Diff file with Toll plaza	The Acquirer bank/entity shall share Blacklist_Diff file to the SFTP folder of the Toll Plaza.	SFTP folder of Toll Plaza to be updated every 10 minutes	Any financial losses incurred by the Concessionaires/Toll Operator due to non-compliance of the SLA would be borne by the Acquirer bank/entity.	<ul style="list-style-type: none"> All chargeback for low balance and blacklist shall be borne by the Acquirer bank/entity. Concessionaire /Toll Operators shall not be held responsible for any losses incurred due to non-adherence of the SLA by Acquirer bank/entity.
2.	Sharing of INIT file with Toll Plaza	The Acquirer bank/entity shall share the INIT file to the SFTP folder of the Toll Plaza.	SFTP folder of Toll Plaza to be updated at least once in a week.	Any financial losses incurred by the Concessionaires/Toll Operator due to non-compliance of the SLA would be borne by the Acquirer bank/entity.	<ul style="list-style-type: none"> All chargeback for low balance and blacklist shall be borne by the Acquirer bank/entity. Concessionaire /Toll Operators shall not be held responsible for any losses incurred due to non-adherence of the SLA by Acquirer bank/entity.
3.	Processing of a toll transaction, including of sending the transaction to NPCI system by	The Acquirer bank/entity should process a toll transaction which is uploaded on SFTP folder by the concessionaire/toll operator and send the	The entire process of picking up a toll transaction and sending it to NPCI system shall be done within 5 minutes from the time of	<ul style="list-style-type: none"> Any financial losses incurred by the Concessionaires/Toll Operator due to non-compliance of the SLA would be borne by the Acquirer bank/entity. 	<ul style="list-style-type: none"> For the measurement of the SLA, it is pre-requisite that both concessionaire as well as the Acquirer bank/entity shall maintain server log of their respective systems to trace the transaction upload time on

Sl. No.	Service Description	SLA definition	Service Level Requirement	Default Charges	Remarks, if any
	the Acquiring Bank/entity	transaction to the NPCI system.	receipt of toll transaction on SFTP folder.	<ul style="list-style-type: none"> • Breach of SLA reported shall be subject to penalty as under: <ul style="list-style-type: none"> ○ Less than 5 incidents of breach for a particular toll plaza in a calendar month with valid reasons acceptable to IHMCL/NHAI – No penalty ○ 5 or more number of incidents for a particular toll plaza in a calendar month – Rs. 10,000/- 	SFTP folder as well as SFTP connectivity status.
4.	Sharing of TRC (Transaction Reconciliation) and VRC (Violation Reconciliation) file to the SFTP folder of toll plaza	<p>Acquiring Bank/entity shall share TRC and VRC files with the concessionaire / toll operator on a daily basis.</p> <p>Status of accepted, rejected transactions (with valid reason code) shall be shared in TRC</p>	TRC and VRC files to be updated by Acquirer bank/entity on a daily basis as prescribed in ICD 2.4. document	<ul style="list-style-type: none"> • Any losses incurred by concessionaire or toll operator due to non-adherence of the SLA shall be borne by the Acquirer bank/entity. • Breach of SLA reported shall be subject to penalty as under: <ul style="list-style-type: none"> ○ Up to 2 incidents of breach for a particular toll plaza 	<ul style="list-style-type: none"> • For the measurement of the SLA, it is pre-requisite that both concessionaire as well as the Acquirer bank/entity shall maintain server log of their respective systems to trace the TRC and VRC file upload time as well as SFTP connectivity status. The TRC and VRC files shall contain all transactions uploaded by concessionaire/toll operator

Sl. No.	Service Description	SLA definition	Service Level Requirement	Default Charges	Remarks, if any
		and VRC file by Acquirer bank/entity.		<p>in a calendar month with valid reasons acceptable to IHMCL/NHAI - No penalty</p> <ul style="list-style-type: none"> o More than 2 incidents for a particular toll plaza in a calendar month - Rs. 50,000/- 	for the day under consideration.
5.	Sharing of Chargeback details with concessionaire/toll operator post receipt in EGCS	Acquirer bank/entity shall share the chargeback transaction details with relevant supporting to be validated by concessionaire or toll operator.	<p>Chargeback details with relevant supporting to be shared within T+1 working day</p> <p>Where T = Chargeback transaction received in EGCS</p>	<ul style="list-style-type: none"> • All the chargeback amount incurred due to breach of SLA for a particular incident shall be borne by the Acquirer bank/entity. 	<ul style="list-style-type: none"> • Acquirer bank/entity shall mandatorily take the approval of concessionaire/toll operator before debiting the chargeback amount to the account of concessionaire/toll operator. • The concessionaire/toll operator shall mandatorily respond (i.e. accept or reject) the chargeback request within 5 working days of receipt of the same. If no respond is received from the concessionaire/toll operator within 5 working days, the acquirer bank/entity may debit the chargeback amount

Sl. No.	Service Description	SLA definition	Service Level Requirement	Default Charges	Remarks, if any
					to the account of concessionaire/toll operator.
6.	Settlement of clean transactions	<p>Acquirer bank/entity shall share the reconciliation file with concessionaire / toll operator on daily basis. The acquirer bank/entity shall settle the final amount for a particular day to the bank account of the Concessionaire / toll operator</p> <p>the chargeback transaction details with relevant supporting to be validated by concessionaire or toll operator</p>	<p>Acquirer bank/entity shall settle the amount for all clean transactions to concessionaire/ toll operator within T+1 working day.</p> <p>Where T =Transaction processing day</p>	<ul style="list-style-type: none"> The acquirer bank/entity shall be liable to pay any interest accrued on the outstanding amount to the concessionaire /toll operator. Rate of Interest shall be equivalent to the late fee interest charged by NHAI on outstanding amount for concessionaire/toll operators. Breach of SLA reported for more than 3 incidents of breach for a particular toll plaza in a calendar month- Rs. 50,000/- 	
7.	Settlement of violation transactions	Acquirer bank / entity shall perform complete audit of transaction marked as "is violation=1" and raise debit adjustment of	<ul style="list-style-type: none"> T+1 working day <p>Where T = Debit Adjustment settled</p>	<ul style="list-style-type: none"> If the transaction is rejected due to delay in audit, the transaction amount shall be borne by the acquirer bank/entity. 	<ul style="list-style-type: none"> As the initial amount is settled through mapper class of NPCI, only the differential amount shall be settled with the Concessionaire or toll operators.

Sl. No.	Service Description	SLA definition	Service Level Requirement	Default Charges	Remarks, if any
	(Only the differential amount)	valid violation transactions.	<p>in acquirer bank account by NPCI</p> <ul style="list-style-type: none"> The complete cycle of violation processing shall be completed within T + 6 working days <p>Where T = Transaction upload date by concessionaire/toll operator.</p>	<ul style="list-style-type: none"> During audit, any incorrect image review by acquirer bank/entity, the transaction amount shall be borne by the acquirer bank/entity. 	
8.	Account mapping for settlement of funds	In event of new Toll operator replacing existing toll operator, NHAI/IHMCL sends intimation to Acquirer bank/entity to change the account details for transfer of funds collected through NETC programme.	<ul style="list-style-type: none"> As per date and time mentioned on letter/email by NHAI/IHMCL 	<ul style="list-style-type: none"> The amount wrongly transferred shall be refunded to the correct recipient immediately, not exceeding two working days from the date of receipt complaint by the acquirer bank/entity. In case of any delay beyond 2 working days, the Acquirer bank/entity shall 	<ul style="list-style-type: none"> NHAI/IHMCL shall intimate Acquiring Bank 10 days in advance for such change.

Sl. No.	Service Description	SLA definition	Service Level Requirement	Default Charges	Remarks, if any
		Acquirer bank/entity shall change the account details as per instruction by NHAI/IHMCL.		be liable to pay interest on the amount under consideration.	

Annexure D: PROFORMA FOR SUBMITTING WRITTEN QUERIES
(To be submitted in doc/editable format only at the given email address¹)

Sub.: Selection of Acquiring Bank across all Public Funded Toll Plazas on National Highways (to be submitted via email in excel format only)

Ref: RFP No. IHMCL/ETC/Acquirer Bank/2018 dated 10 September 2018 on above subject.

Name of Company: _____,

Name of Person _____

Contact No. _____, line

Email Id: _____

S. No.	Page no. of RFP	Clause	RFP Statement	Query	Remarks

¹ coo@ihmcl.com

**Annexure E: FORMATS FOR BID
SUBMISSION**

Form T-1: Covering Letter

(To be prepared on letterhead of the Applicant)

To

The Chief Operating Officer/General Manager

Indian Highways Management Co. Ltd. (IHMCL)
2nd Floor, MTNL Building,
Sector 19, Dwarka
New Delhi 110 075

Subject: Selection of Acquiring Bank across all Public Funded Toll Plazas on National Highways

Ref. No. RFP. No. **IHMCL/ETC/Acquirer Bank/2018** dated 10 September 2018

Dear Sir,

1. I/We, the undersigned, have carefully examined the contents of the document including amendments/ addendums (if any) thereof and undertake to fully comply and abide by the terms and conditions specified therein and hereby submit our application. Our application is unconditional and unqualified.

2. I/We undertake that, in competing for (and, if the award is made to us), for executing the above contract, we will strictly observe the laws against fraud and corruption in force in India.

3. I/We understand that:

- a. this application, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite application fee and/ or prescribed supporting document shall be summarily rejected.
- b. if at any time, any averments made or information furnished as part of this application is found incorrect, then the application will be rejected
- c. IHMCL is not bound to accept any/ all application(s) it will receive.

4. I/We declare that:

(a) **I/We have not been declared ineligible** by IHMCL, NHAI or Ministry of Road Transport & Highways, Government of India or any other agency for indulging in corrupt or fraudulent practices. I/We also confirm that I/We have not been *declared as non-performing or debarred* by NHAI or Ministry of Road Transport & Highways, Government of India.

(b) **I/We haven't been blacklisted by a Central/ State Government institution/ Public Sector Undertaking/ Autonomous body** and there has been *no litigation* with any Government Department/ PSU/ Autonomous body on account of similar services.

5. I/We declare that our bid is valid for 120 days.

Name

Designation/ Title of the Authorized Signatory.....

Form T-2: Brief Information about the Applicant(s)

(To be prepared on letterhead of the Applicant)

Subject: Selection of Acquiring Bank across all Public Funded Toll Plazas on National Highways

Ref. No. RFP. No. IHMCL/ETC/Acquirer Bank/2018 dated 10 September 2018

1. (a) Name of Applicant:
 (b) Year of establishment:
 (c) Registered Address:
 (d) Constitution of the Applicant entity e.g. Government enterprise, private limited company, limited company, etc.

2. Address for correspondence with Telephone/ Fax numbers/ e-mail address:
 - (a) Complete postal address:
 - (b) Fixed telephone number
 - (c) Mobile number
 - (d) E-mail address

3. Name of the Statutory Auditor certifying the documents along with his/ her Membership number, if applicable:

Name

Designation/ Title of the Authorized Signatory.....

Form T-3: Format for Power of Attorney

Know all men by these presents, we, (Name of Company and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/ wife of..... and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "**Authorized Signatory or Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for empanelment and financial e-bids for above mentioned RFP, proposed by Indian Highways Management Company Limited, including but not limited to signing and submission of all applications, bid(s) and other documents and writings, and providing information/ responses to IHMCL, representing us in all matters before IHMCL, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with IHMCL in all matters in connection with or relating to or arising out of our application or bid and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Signatory or Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative/ Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2018

For
(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted
.....
(Signature, name, designation and address of the Attorney)

Notes:

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. **The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be registered or duly notarised by a notary public.** Wherever required, the Applicant should submit for verification the extracts of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostles certificate.

Undertaking with copy of letter of certification by NPCI and prior experience as an Acquiring Bank

Or

Certificate from the Statutory Auditor as proof of Net Worth

Form F-1: FORMAT FOR FINANCIAL BID SUBMISSION

(To be submitted on in the excel format uploaded on the website)

Annexure F - Draft Agreement

Draft Contract Agreement

This Contract Agreement is made on this the _____ day of _____ at _____ (hereinafter 'the Agreement') made between

Indian Highways Management Company Limited (herein after referred to as IHMCL) a company registered under Companies Act, 1956 with CIN: U74140DL2012PLC246662 having its registered office and corporate office at, 2nd floor, MTNL Building, Sector -19, Dwarka, New Delhi -110 075, which expression shall, unless it be repugnant to the subject thereof, include its successors and assigns, of the First Part

And

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Bank Ltd (hereinafter referred to as "Acquirer Bank/Bank") a company registered under Companies Act, 1956 CIN XXXXXXXXXX having its registered _____ office _____ at _____

_____ which expression shall, unless it be repugnant to the subject thereof, include its successors and assigns, of the Second Part

IHMCL and Acquirer Bank are hereinafter collectively referred to as "Parties" and individually as a "Party".

Whereas,

- A. IHMCL has been incorporated for implementation of Electronic Toll Collection (ETC) and other Intelligent Transportation System (ITS)/ transportation related solutions on Highways in India.
- B. IHMCL has been mandated for implementing ETC at Toll Plazas on National Highways in India and has been assigned the responsibility for implementing the ETC system on Indian National Highways.
- C. National Payment Corporation of India (NPCI) has been incorporated for implementation & integration of electronic payment systems in the country and is owning, operating and managing various payment system such as National Financial Switch (NFS), Immediate Mobile Payment Service (IMPS), RuPay Card Payment Service, Cheque Truncation System (CTS), Aadhaar Enabled Payment System (AEPS) and is in the process of implementing UPI and BBPS etc. IHMCL has entrusted the project for implementation of National Electronic Toll Collection (NETC) to NPCI.
- D. The Acquirer Bank is a banking institution licensed by the Reserve Bank of India to

carry on the business of banking.

- E. The Acquirer Bank inter-alia accepts RFID NETC FASTag, which is used to conduct toll payment transactions through various devices installed at NETC Lane at the Toll Plazas.

- F. Such devices at NETC Lane are procured, installed and maintain by Concessionaire/Toll Plaza Operator vis-à-vis acquired by the Acquirer Bank.

- G. The Concessionaire/Toll Plaza Operator is required to acquire the transactions made on the NETC Lane and send the transaction to NETC switch via Acquirer Bank for processing and the Acquirer Bank require to settle such payments and credit payment to Concessionaire/Toll Plaza Operator account.

- H. The Acquirer Bank and Concessionaire/Toll Plaza Operator acknowledges that the implementation of NETC Program is in the interest of all the Parties and the road users and accordingly, it has agreed to join the NETC Program. It has duly perused, reviewed, acclimatized to, and understood, the NETC Services and agrees and consents to the implementation of the NETC Program in respect of the toll plazas mentioned Appendix hereto.

1. Introduction

Purpose & Objectives

This Agreement outlines the terms and conditions under which Acquirer Bank will provide NETC (National Electronic Toll Collection) Services to IHMCL.

1.1. Commencement Date

This Agreement shall have effect from the day the parties here unto affix their signatures to this Agreement and in the event different parties affix their signatures on different days, from the day the last signature was affixed.

1.2. Duration of Agreement

This Agreement shall remain in force until terminated as per the provisions of Termination Clauses here under or by cessation of the eligibility of Acquirer Bank to undertake the underlying business operations as per NETC Procedural Guidelines.

1.3. Non-exclusive Agreement

Nothing in this Agreement shall prohibit the Acquirer Bank from furnishing the services similar to those provided under this Agreement to others, including competitors of Concessionaire/Toll Plaza Operator.

2. Definitions and Interpretations

2.1 The definitions contained in Annexure-I shall apply to this agreement.

2.2 The service level parameters for integration and functioning of toll plaza system is defined in the Annexure-II

2.3 The Schedules and Annexure to this Agreement form an integral part of this Agreement and in the event of any inconsistency between this main part of the Agreement and the Schedules or Annexures the contents of the main part shall take precedence over the Schedules.

2.4 Unless the context otherwise requires the singular includes the plural and vice-versa.

3. NETC FASTag Processing

This agreement shall apply in respect of each and every transaction involving payments by means of NETC FASTag and the term shall be construed as per the SLA defined.

- a. **Honour NETC FASTag:** The IHMCL shall mandate the Concessionaire/Toll Plaza Operator to honour every valid, NETC FASTag when properly presented for payment from Tag holder for all transactions. The Concessionaire/Toll Plaza Operator shall not engage in acceptance practices or procedures that discriminate against, or discourage the use of NETC FASTag. The Concessionaire/Toll Plaza Operator shall also not prefer, or indicate that they prefer a NETC FASTag issued by a particular institution.
- b. **Displaying NETC FASTag Symbols and Names:** The Toll Plaza shall display current NETC FASTag and names as well as promotional materials to inform the public that NETC FASTag will be accepted at the Toll Plazas.

4. Undertaking of Acquirer Bank

Acquirer Bank would integrate their systems with Concessionaire/Toll Plaza Operators for the purpose of acquiring transactions happening on the NETC lanes. Acquirer would also integrate their system with NPCI's NETC system [NETC Switch and NETC Mapper] to facilitate the processing of toll transactions.

4.1. The Acquirer Bank's undertaking can be classified into following activities: -

- a. Integrate with Concessionaire /Toll Plaza System and NETC System.
- b. Contract with Concessionaire /Toll Plaza Operator and to deploy the ACQUIRER HOST, this includes the installation and management of NPCI and/or Issuer Bank public keys, adequately protected for integrity.
- c. Acquirer Bank shall have feasibility to support primary and secondary systems to ensure connectivity with multiple endpoints.
- d. Process payment transactions and pay the Concessionaire/Toll Plaza Operator for the processed transactions.
- e. Transmit the completed transaction records to the Issuer Bank vis-a vis NETC switch in order to obtain the settlement within the defined TAT.
- f. Send all the transactions which are executed at the lane controller to NETC system i.e. successful, fail, decline etc.
- g. Be a party to the master NETC agreement and follow all SLAs as provided in that document for the Acquiring Bank
- h. Keep the image files provided by the Concessionaire/Toll Plaza Operator [i.e. AVC profile, Vehicle Image etc.] for a period of one year.
- i. Manage the business rules relating to toll fare calculation and share the database of exception list, local exemption list (discount file list) with Concessionaire/Toll Plaza Operator.
- j. The Acquirer Bank shall share vehicle class discrepancy (i.e. mismatch between AVC and mapper vehicle class) and exempted vehicle transaction details with the Concessionaire/Toll Plaza Operator.

- k. Assists the disputes raised by Issuers or Concessionaire/Toll Plaza Operators. The Acquirer Bank is responsible for the resolution of disputes as per the applicable TAT defined in Procedural Guidelines advised by NPCI from time to time.
- l. In the case of emergencies/ non-performing acquiring entities or in the case of a change in acquiring entity at a concessionaire-operated toll plaza, two months' notice will have to be provided to NHAI/ IHMCL. The two-month notice period may be reduced subject to explicit written agreement between the Concessionaire/Toll Plaza Operator, the current acquiring entity and the new acquiring entity.
- m. Providing support and helpdesk to Concessionaire/Toll Plaza Operator by means of toll free numbers.

4.2. The Acquirer Bank undertakes that:

- a. Acquirer Bank shall not disclose, reveal, publish and advertise any material information relating to operations, software, hardware, etc. without prior written consent except and to the extent as may be required in the normal course of its business. Similarly, the Acquirer Bank hereby agrees not to use without express permission, the name and logo directly or indirectly to promote the business.
- b. Acquirer Bank hereby confirms and undertakes that it is competent in all respect to participate in NETC program and will comply with the NETC procedural guidelines issued by regulatory authorities time to time.
- c. Acquirer Bank ensure to keep their books of accounts reconciled on a daily basis.
- d. Ensuring to conduct internal audits and audit of its processing agent, if any, to comply with the NETC-PG at least once a year.
- e. Ensuring to have primary infrastructure, back up/high availability, and disaster recovery (DR) of respective system.
- f. The Acquirer Bank undertakes to comply with all regulatory mandates issued from time to time and as applicable to NETC Network.
- g. The Acquirer Bank collecting e-toll at a toll plaza shall be solely responsible for deploying ETC acquiring modules at the toll plaza. The entity cannot further assign their e-tolls to other acquiring entities at any toll plaza.

4.3. Facility Standard: The Acquirer Bank shall:

- i. To ensure that the software and hardware relevant for the NETC services is properly maintained and operated at all times. This includes but is not limited to identification and rectification of software and hardware problems relating to NETC and ensuring the working of system 24 hours a day, 7 days a week with a monthly uptime of 99.95% plan downtime will not be considered as outage.
- ii. Make its reasonable best efforts to provide the Facility in a manner that protects information transmitted by the Software from (A) unauthorised interception, (B) undetected unauthorised modification or alteration after its origination, (C) undetected initiation by persons posing as other persons or entities, (D) unauthorised replication.

4.4. Compliance with Law: The Acquirer Bank shall at all times comply with applicable laws, rules and regulations insofar as relevant to its provision of the Facility.

5. Undertaking of IHMCL

IHMCL shall ensure that all Toll Plaza operators deploy a toll plaza server to process the NETC Lane transactions. The toll plaza server will receive information from various systems installed on the NETC Lane (i.e. NETC RFID Reader, Automatic Vehicle Classification (AVC), Weight in Motion (WIM), and image capturing camera etc.) either directly or from lane controller.

The toll plaza server will process the transactions and send it in the specified (IHMCL) format to the Acquirer host system for toll fare calculation and transaction processing. The communication between toll plaza server and the Acquirer host can be either online or offline (preferably online) depending on the network connectivity available at the toll plaza and to be defined by the Acquirer Bank mostly covering interoperable specification of NPCI.

5.1 Common obligations of Acquirer Bank and IHMCL

- a) Ensuring the communication link between the Acquirer Bank switch and Toll Plaza system shall be encrypted using suitable security mechanism.
- b) Ensuring the implementation of the changes suggested (if any) by the regulatory authorities to be made in the software or any other aspect of the infrastructure including the manpower.
- c) Taking care of NETC FASTag transaction processing and settlement related work and also handle its customer queries and complaints pertaining to the tag holder, Acquirer Bank and Concessionaire/Toll Plaza Operator.
- d) Sharing transaction logs which may be required for dispute resolution as and when required.
- e) Making reasonable effort to provide adequate level of redundancy /standby facilities for the equipment and networking facilities installed at designated sites to ensure continuous operations.
- f) Ensuring that it shall abide by, comply with and be bound by all the rules and procedures and Master Service Agreement as applicable and in existence or in force from time to time and any modification through any circular, order, direction, notice, instruction issued and in force from time to time.
- g) Ensuring that it shall maintain and preserve such information, records, books and documents pertaining to their activities for such period as may be specified by the NHAI from time to time and as required under law which shall be available for inspection and audit, as and when required.

6. Payment to Concessionaire/Toll Plaza Operator

- 6.1 Subject to the terms of this Agreement, the Acquirer Bank shall normally pay to the Concessionaire/Toll Plaza Operator within one business day, following the day on which the settlement took place (Settlement Date plus one day), for all the NETC transactions processed and accepted by the Acquirer Bank subject to the proof of transaction being submitted to the Acquirer Bank.
- 6.2 Net payments to the Concessionaire/Toll Plaza Operator shall be made by the Acquirer Bank to the account of the Concessionaire/Toll Plaza Operator by way of electronic transferor by cheques/ pay orders.
- 6.3 Payment by the Acquirer Bank shall be made without prejudice to any claims or rights that the Acquirer Bank may have against the Concessionaire/Toll Plaza Operator and shall not constitute any admission by the Acquirer Bank as to the performance by the Concessionaire/Toll Plaza Operator of its obligations under this Agreement and the amount payable to the Concessionaire/Toll Plaza Operator.
- 6.4 The Acquirer Bank shall be entitled to set off and deduct from any payment due to the Concessionaire/Toll Plaza Operator:
- a) The amount of any refund due to any tag holder in accordance with the refund procedure and
 - b) Any overpayment made by the Acquirer Bank due to computational/ system errors or otherwise; and
 - c) Any other sums due from or payable by the Concessionaire/Toll Plaza Operator to the Acquirer Bank herein; and
 - d) If the Acquirer Bank suspects, on reasonable ground, that the Concessionaire/Toll Plaza Operator has been negligent, or has committed a breach of this agreement or act/s of dishonesty or fraud against the Acquirer Bank or any tag holder, the Acquirer Bank shall be entitled to suspend all payments under this agreement to the Concessionaire/Toll Plaza Operator pending enquiries by the Acquirer Bank and resolution of the same to the Acquirer Bank's satisfaction.
- 6.5 Rejection of Payment: Notwithstanding anything stated elsewhere in this agreement or the annexed schedule/s, the Acquirer Bank may reject payment in respect of Orders where:
- i. The transaction process cannot be completed/fails in relation to a transaction;
 - ii. Any Order which the tag holder refuses to pay because the service was not render;
- 6.6 Consequences upon rejection of payment: Where the Acquirer Bank is entitled to reject payments in respect of an Order or Demand a refund, it may:
- i. Deduct the relevant amount from the Transaction Amount and/or payments to be made in respect of subsequent transaction amounts until the Acquirer Bank has been refunded in full and/or the Acquirer Bank can deduct the relevant amount from the toll plaza account maintained by Acquirer Bank.
 - ii. Demand payment of the relevant amount from the Concessionaire.

7. WARRANTIES

7.1 Force Majeure

The Parties to the Agreement shall not be held liable for non-fulfillment of their obligations under this Agreement, in the event of force majeure, strikes or any other unavoidable event that prevents the parties from carrying out its duties under this Agreement pursuant to judicial orders, regulatory provisions, war (declared or undeclared), terrorist acts, general mobilization, earthquakes or any other natural disaster and strikes.

8. Security

8.1. DATA PROTECTION, SECURITY AND USE OF INFORMATION

- i. IHMCL shall ensure that the Concessionaire/Toll Plaza Operator and all its Sub contractor shall treat all information, which is disclosed to it as a result of the operation of this Agreement, as Confidential Information, and shall keep the same confidential, maintain secrecy of all such information of confidential nature and shall not, at any time, divulge such or any part thereof to any third party except as may be compelled by any court or agency of competent jurisdiction, or as otherwise required by law, and shall also ensure that same is not disclosed to any person voluntarily, accidentally or by mistake.
All details, documents, data, applications, software, systems, papers, statements and business / Customer information, transaction records which is communicated / submitted (the "**Confidential Information**") by Acquirer Bank or any of its representatives / Customer(s) to the Concessionaire/Toll Plaza Operator shall be treated as absolutely confidential and the Concessionaire/Toll Plaza Operator irrevocably agrees and undertakes and ensures that the Concessionaire/Toll Plaza Operator and all its sub-contractor, agents and personnel shall keep the same secret and confidential and that they shall not disclose the same, in whole or in part to any person without the prior written permission of the Acquirer Bank nor shall use or allow to be used any Confidential Information, other than as may be necessary for the due performance of the Concessionaire's/Toll Plaza Operator's obligation under this Agreement. The Concessionaire/Toll Plaza Operator agrees to ensure that its sub-contractor, agents and personnel also undertake a similar obligation as contained in this Section.
- ii. The Concessionaire/Toll Plaza Operator shall use the Confidential Information strictly for providing NETC Services, in accordance with this Agreement.
- iii. The Concessionaire/Toll Plaza Operator shall ensure compliance with all applicable laws and regulations including but not limited to regulations on data protection under the Information Technology Act, 2008 when collecting information from customers for their business purposes.

- iv. The Concessionaire/Toll Plaza Operator to ensure and maintain the relevant security of the SFTP access credentials shared with them. The responsibility of any impact or damages caused to Acquirer Bank system due to uploading/processing of any malicious/or vulnerable files uploaded by them will lie with the Concessionaire/Toll Plaza Operator.
- v. The Concessionaire/Toll Plaza Operator hereby unequivocally agrees to undertake all measures, including security safeguards, to ensure that the information in the possession or control of the Concessionaire/Toll Plaza Operator, as a result of operation of this Agreement, is secured and protected against any loss or unauthorised access or use or unauthorised disclosure thereof.
- vi. It is hereby mutually agreed between the parties that Acquirer Bank assumes no responsibility or liability for any action or inaction, use or misuse of the Confidential Information and other data in the control of the Concessionaire/Toll Plaza Operator. The Concessionaire/Toll Plaza Operator agrees and acknowledges that any loss, damage, liability caused or suffered by the Acquirer Bank due to disclosure of all information of confidential nature shall be borne by Concessionaire/Toll Plaza Operator without transferring any liability or responsibility towards Acquirer Bank.
- vii. Both Acquirer Bank and the Concessionaire/Toll Plaza Operator acknowledge the intellectual property rights of the other party whether registered or not.

8.2. Court orders

- 8.2.1 If the receiving party receives a court order to divulge any confidential information belonging to the disclosing party, then the receiving party is permitted to release such information to the court in accordance with any Court Order so served. Acquirer Bank and also Concessionaire/Toll Plaza Operator are liable to provide information to IHMCL/NHAI/NPCI and such Regulators or Government authorities when asked to do so.
- 8.2.2 Destruction of data and records or return on termination.
- 8.2.3 Upon termination of this Agreement, the receiving party, at the option of the disclosing party, will return or destroy all confidential information belonging to the other party. In exceptional cases, either party can retain information required for regulatory/audit perspective.

9. LEGAL COMPLIANCE AND RESOLUTION OF DISPUTES

9.1. Governing Law

The Law of Republic of India will govern this Agreement.

9.1.1 Informal resolution

In the event of dispute, the parties will attempt to resolve any such disputes through

informal negotiation and discussion. Formal proceedings should not be commenced until such informal negotiations and discussions are concluded without resolution.

9.2. Arbitration

9.2.1 It will be Acquirer Bank's endeavour to resolve amicably any disputes or differences that may arise from misconstruing the meaning and the operation of this Agreement. In case this attempt fails, arbitration process will be followed as per Indian Laws and the resulting award will be binding for all concerned.

9.2.2 Either party will refer any disputes or differences that may arise, after issuing a notice of thirty (30) days in writing to the other party. The same must mention the nature of difference. Both the parties would then follow the laid down procedure under Section 24 of Payment and Settlement Systems Act, 2007 and rules and Regulations framed thereunder. Courts at Mumbai shall have the exclusive jurisdiction in the matter.

9.3. Limitation of action

Party may bring proceedings within the time period as laid down in the Law of Limitation after the cause of action.

9.4. Limitation of liability

- 9.4.1 Under no circumstances, whether based on contract, warranty, negligence, strict liability, or otherwise, shall either Party or its related entities be liable to other Party (or to any person or entity claiming through the other Party) for any special, consequential, indirect, incidental or punitive damages of any kind or character, including but not limited, to loss of profits or revenues, loss of product, loss of use, cost of capital and the like, arising out of or related to any performance under or breach of this Agreement or the subject matter hereof, regardless of the form of action and whether or not such Party has been informed of, or otherwise might have anticipated, the possibility of such damages.
- 9.4.2 Concessionaire/Toll Plaza Operator shall not hold Acquirer Bank liable and responsible for any failure of computer system, telecommunication network, and other equipment installed at the office of the Concessionaire/Toll Plaza Operator. Acquirer Bank shall also not be held liable and responsible for any misuse, mishandling, damage, loss, defects, etc.
- 9.4.3 In case Concessionaire/Toll Plaza Operator uses third party services to connect with Acquirer Bank, Concessionaire/Toll Plaza Operator shall be completely liable and responsible to Acquirer Bank for its participation in any of the NETC Services and undertake all the risks and accept full responsibility arising out of this participation. It is hereby mutually agreed between the parties that under no circumstances shall the Acquirer Bank be liable for any damages whatsoever, whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the member or by any other person, as a result of the operation of this Agreement.
- 9.4.4 Unless otherwise expressly specified in writing, the NETC Services is provided on an 'as is' basis, without any express or implied warranties in respect thereof. It is hereby mutually agreed between the Parties that under no circumstances shall NPCI be liable for any damages whatsoever, whether such damages are direct, indirect, incidental consequential and irrespective of whether any claim is based on loss of revenue, interruption of business or any loss of any character or nature whatsoever and whether sustained by the member or by any other person, as a result of the operation of this Agreement.

10. TERMINATION

10.1 Termination for convenience

Either party can terminate this agreement at any time by giving 6 months written notice or within 6 months basis on mutual agreement agreeable to both the parties in writing.

10.2 Termination for cause

- a. IHMCL holds the right to:
 - i. Replace any non-performing acquiring entities at any toll plaza included in the programme. Non-performance is defined as but is not limited to- inability to meet SLA requirements as defined in the contract with NPCI, non-adherence to toll allocation guidelines as defined by NHAI/ IHMCL, non-compliance of directives of Government/ NHAI within a reasonable time.
 - ii. Notwithstanding anything to the contrary contained therein or in this RFP, terminate the agreement without assigning any reason whatsoever, by giving 30 days prior notice at its sole discretion.

- b. Either party can terminate this Agreement if the other party:
 - i. Commits a material breach of this Agreement, which is incapable of remedy. Such termination shall be effective immediately on giving notice.
 - ii. Commits a material breach of this Agreement, which is not rectified in 30 days after giving notice, the termination shall be effective at the end of the 90 days' notice period. However, if the breach is capable of remedy but cannot reasonably be cured within such 30 days period, termination shall not be effective if the party in default commences cure of the breach within 30 days and thereafter diligently pursues such cure to completion within 60 days of such notice of breach.

11. GENERAL

11.1 Notices

- i. All notices or communications issued under this Agreement, except for the mode as otherwise provided for in the Agreement, shall be in writing and shall be effective only when they are delivered to the addressee by using one or more of the following communication channel.

 - Registered Letter
 - Courier
 - Telegram
 - Fax
 - E-mail confirmed by written communication

- ii. Any electronic message used for serving a notice by either party to the other shall be digitally signed as per the provisions of the Information Technology Act 2000 or as otherwise agreed between the parties.

11.2. Standard of care

Each party will act in good faith in the performance of its respective duties and responsibilities and will not unreasonably delay or withhold the giving of consent or approval required for the other party under this Agreement. Each party will provide an acceptable standard of care in its dealings with the other party and its employees.

11.3. Assignment

The agreement shall not be assigned by any of the parties unless otherwise by an order of court of competent jurisdiction or any other competent authority or with the written permission of other parties.

11.4. Entire Agreement

This document constitutes the entire agreement between the parties and supersedes all other prior discussions, communications & agreements between the parties for the provision for NETC services.

11.5. Severity

If of the provisions this agreement becomes illegal, void or any of unenforceable under applicable law or if any court of competent jurisdiction so determines, the any provision shall be deemed to have been deleted and replaced by similar provisions and all the other provisions shall continue to remain in force.

11.6. Changes to the Agreement

- i. No modification, alteration or change of the terms hereof shall be binding on the Parties unless agreed by both parties in writing.
- ii. All changes to this Agreement must be approved in writing by authorized officials of both parties.

11.7. Authority

- i. The Parties declare that they have the power and the authority to enter into this agreement, and the execution and delivery of this agreement by them have been duly authorized by all requisite corporate action on their part.

- ii. The Parties declare that they are in a position to observe, comply with and carry out all their obligations herein to be performed and complied with by it.

11.8. Counterparts

This Agreement shall be executed in two identical sets of which the parties shall receive one each in original.

11.9. Disclaimer

The parties to this Agreement are exclusively Acquirer Bank and IHMCL. All remedies which the IHMCL may exercise under this Agreement are restricted to Acquirer Bank. Neither the NHAI/NPCI/Reserve Bank of India, nor any other agency shall be liable in any aspect under this agreement.

11.10. Language

All communication in relation to agreed service and this agreement shall be performed in the English language.

11.11. Documents

All documents shall be delivered in paper or electronic format.

SIGNATURES

The Parties, by the dated signature of their authorized representatives appearing below, acknowledge that they have read and understood each and every term of this Agreement and agree to be bound by its terms and conditions.

ACCEPTED AND AGREED TO BY:

SIGNED for and on behalf of IHMCL and the Acquirer Bank

(Signature) (Date)

(Signature) (Date)

(Name)

Title & Seal

In the Presence of

(Signature) (Date)

(Name)

Title & Seal

(Name)

Title & Seal

In the Presence of

(Signature) (Date)

(Name)

Title & Seal

SCHEDULES

Annexure - I

Abbreviations and Definitions

1 Abbreviations

- AVC - Automatic Vehicle Classification
- AVI - Automatic Vehicle Identification
- EDI - Electronic Data Interchange
- EGCS - ETC Global Clearing and Settlement System
- EPC - Electronic Product Code
- GUI - Graphical User Interface
- IHMCL - Indian Highway Management Company Limited
- ISO - International Organization for Standards
- KBPS (kilobits per second) – a unit of speed of data communication
- MHz (Megahertz) – a unit of frequency of a signal
- MIS - Management Information System
- NETC - National Electronic Toll Collection
- NHAI - National Highway Authority of India
- NPCI - National Payments Corporation of India
- RBI - Reserve Bank of India.
- RFID - Radio Frequency Identification
- RFU - Reserved for Future Use
- RTGS - Real Time Gross Settlement System.
- RVR - Reader Verification Result
- SFTP - Secured File Transfer Protocol.
- SGF - Settlement Guarantee Fund
- TID - Tag Identification
- UHF - Ultra High Frequency
- WIM - Weight in Motion

2. Definitions

Active Tag: An RFID tag that uses a transmitter to return information as opposed to reflecting a signal back from the reader as many passive tags do. Most active tags are battery powered, though they may gather energy from other sources.

Acquirer Bank: The Bank that processes NETC transactions on behalf of Toll Plaza Operator.

Agreement means this Agreement between Bank and the Concessionaire/Toll Plaza Operator including all Attachments, Annexes thereto.

Business Day: Business day shall mean a calendar day when NPCI is open for conduct of business w.r.t. NETC Transactions.

Certification: Certification refers to the configuration that needs to be made in the NETC system while accepting the Member Bank's connectivity to receive, understand and route all transactions from the Member Bank.s

Confidential Information : It shall mean any confidential or proprietary information received by any party directly from the other or otherwise, whether during the course of the negotiations prior to entering into this Agreement or after execution of this Agreement or in pursuance hereof. Confidential Information shall include but not be restricted to the customers and customer related information, markets or the business of any party or that of their respective customers and the provisions and terms of this Agreement. Information shall be deemed to be confidential whether the same is contained in tangible or intangible form and whether contained in an electronic format or on paper. Unless otherwise specified by the Bank, all information received shall be deemed to be Confidential Information.

Current Account: It means current account(s) opened and maintained by Member Bank with the Deposit Accounts Department of RBI, Mumbai for its funds settlement obligations.

Customers: Customer means a person having a valid NETC tag issued in his/her name by any of the participating member Bank.

Cutover Time: The time at which the end of day operations are performed at the NETC Network.

Default: Default means the failure by a member to honor its obligations in terms of this agreement.

Default Obligation: Default Obligation means the amount of funds liable to be paid /delivered by a Member who has committed an act of default in relation to the discharge of its liability and shall include all costs, charges, penalties, levies etc.

Documents as proof in dispute: NETC electronic logs (generated by the Toll Plaza Server, Acquirer Host, Issuer Host, Mapper etc.) for the disputed transaction uploaded in the form of scanned file or image.

Effective Date: Effective Date means the date on which NPCI has started providing the

services. Effective date for each participating member bank shall be the date on which it starts availing NETC services from NPCI.

Electronic Product Code: A serial number created by the Auto-ID Centre that will complement barcodes. The EPC identifies the manufacturer, product category and individual item.

Encryption: Altering data so that it cannot be read by those for whom it is not intended. In RFID systems encryption is used to protect stored information or to prevent the interception of communications between RFID tag and reader.

Financial Year shall mean the year commencing on the 1st day of April of one year and ending on the 31st day of March of the next year.

FTP means File Transfer Protocol.

Impact refers to the potential to which the business stands vulnerable.

Intellectual Property means any ideas, know-how, techniques, processes, research, developments, documents, work products or idea expressions, having either patent, copyright, trade secret, trade mark, mask work, software enhancements, new reports or any statutory or other right associated therewith in relation to the said business.

Issuer Bank: The Bank which issues RFID Tags to the customer.

Member Banks: All the Banks participating in NETC network either as Issuer or Acquirer.

NPCI: It is an umbrella organization for all retail payments system in India. It was set up with the guidance and support of the Reserve Bank of India (RBI) and Indian Banks' Association (IBA).

NETC means National Electronic Toll Collection.

NETC Network means group of Bank who are availing the NETC services provided by NPCI.

NETC User Group or the Steering Committee - Refers to a committee of representatives drawn from selected participating member Bank (defined hereunder) and NPCI personnel formed for the purpose of the resolution of disputes arising out of the rules and regulations of the NETC. Functions of Committee shall be reviewed periodically from time to time and could be re-constituted as and when considered necessary by the parties.

National Electronic Toll Collection Switch (NETC) Services: It means switching and routing of following transactions to the participating member Bank joining the NETC Network.

RFID Tag: A microchip attached to an antenna and packaged so that it can be attached to an object. Programmed with a unique serial number, an RFID tag receives signals from a tag reader and sends signals back to the reader. RFID tags can be active, passive or semi-passive.

Service Level Agreement: SLA refers to this service level agreement signed between Member Bank and NPCI, for providing and availing the NETC Services.

Settlement refers to the process of clearing and settlement of NETC transactions.

Settlement Consideration means the total amount of funds to be paid/received by a Member arising out of settlement.

Settlement Date: It means the date on which an NETC Transaction is due for settlement.

Tag: A microchip attached to an antenna and packaged so that it can be attached to an object. The RFID tag receives signals from a tag reader and sends signals back to the reader. RFID tags can be active, passive or semi-passive. Passive RFID Tag would be used in NETC implementation in India.

Tag Owner/Tag Holder: Customers who purchases the tag from the Issuing Bank to affix it on their vehicles.

Toll Plaza Operator: A person or an entity who collects or registers tolls.

Transceiver (Reader): A device that both transmits and receives radio waves.