



**Request for Proposal for Selection of Acquirer Bank for
Delhi-Amritsar-Katara Expressway (DAKE)
on National Highways**

Tender Ref No. : IHMCL/NETC/Acquirer bank/2024/01

Date: 15 February 2024

**INDIAN HIGHWAYS MANAGEMENT COMPANY LTD.
(a company promoted by NHAI)**



DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(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 Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by IHMCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bids pursuant to this RFP (the “Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by IHMCL in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for IHMCL, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder 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 Bidder(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/consultants make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, 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 the Bidding Process.

IHMCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder 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.

The issue of this RFP does not imply that IHMCL is bound to select and short-list one or more Bidders or to appoint the selected Bidder(s) for the Project and IHMCL reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by IHMCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and IHMCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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1. NOTICE INVITING TENDER

1. Bids are invited for the below mentioned work by Indian Highways Management Company Limited (IHMCL):

Name of the Work	EMD/ Bid Security	Document Fee (non-refundable)	Closing date and time for Online bid Submission
Request for Proposal for Selection of Acquirer Bank for Delhi-Amritsar-Katara Expressway (DAKE) on National Highways	INR 10 Lakh Only (Rupees Ten lakh Only)	INR 10,000/- (Rupees Ten Thousand Only)	See Key Dates

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 as indicated above. IHMCL shall not be responsible for any postal delay, or network/system failure at bidder's end, as applicable. Bids submitted after the closing date/time shall be summarily rejected.
3. IHMCL reserves the right to accept or reject any or all bids received before signing of Contract Agreement without thereby incurring any financial or other liability to the affected Bidders.

Address for communication:

Chief Operating Officer,
Indian Highways Management Company Limited (IHMCL)
 G - 5 & 6 Sector -10 Dwarka
 New Delhi 110 075
 Phone: +91-11- 20427810; Email: tenders@ihmcl.com Website: www.ihmcl.co.in

2. DEFINITIONS AND ABBREVIATIONS

2.1. Definition

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

- i. **“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.
- ii. **“Authorized Representative”** means any person/agency authorized by IHMCL.
- iii. **“Bidder”** means, an entity/company which participates in the Bid process and submits its proposal/bid pursuant to this RFP.
- iv. **“Commencement date”** means the date upon which the Successful Bidder receives the notice to commence the work issued by IHMCL.
- v. **“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 Successful bidder together with the complete documents referred to therein including the conditions with appendices and any special conditions, the specifications, designs, drawings, bill of quantities with rates and amounts. All these documents taken together shall be deemed to form one Contract and shall be complementary to each other.
- vi. **“IHMCL”** means Indian Highways Management Company Limited.
- vii. **“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.
- viii. **“Letter of Award (LOA)”** means the issue of a signed letter by IHMCL to Successful Bidder conveying its intention to accept the offer of Preferred Bidder and awarding the work mentioning the total Contract Value.
- ix. **“Local Currency”** means the Indian Rupees.
- x. **“MoRTH”** means Ministry of Road Transport and Highways.
- xi. **“NHAI”** means National Highways Authority of India.
- xii. **“Party”** shall mean IHMCL or Bidder individually and **“Parties”** shall mean IHMCL and Bidder collectively.
- xiii. **“Personnel”** means persons hired by the Successful Bidder as employees and assigned to the performance of the Services or any part thereof.
- xiv. **“RFP”** shall mean this Request for Proposal dated 27 September 2021, including the written clarifications & Corrigendum/Addendum issued by IHMCL in respect of the RFP from time to time.
- xv. **“Purchaser” or “Authority”** means Indian Highways Management Company Limited (IHMCL), as applicable.
- xvi. **“Services”** means requirements defined in this RFP including all additional services associated thereto to be delivered by the Successful Bidder.

- xvii. **“Acquirer Bank”** shall mean the Successful Bidder post this RFP process.
- xviii. **“Successful Bidder”** means the Bidder, who, after the complete evaluation process, has been issued the Letter of Award by IHMCL
- xix. **“c**

Any other term(s), not defined herein above but defined elsewhere in this RFP shall have the meaning(s) ascribed to such term(s) therein and shall be deemed to have been included in this Section.

2.2. Abbreviations

AEPS	:	Aadhaar Enabled Payment System
AVC	:	Automatic Vehicle Classifier
BBPS	:	Bharat Bill Payment System
BG	:	Bank Guarantee
BOT	:	Build-Operate-Transfer
CCH	:	Central Clearing House
CIN	:	Corporate Identification Number
CTS	:	Cheque Truncation System
DR	:	Disaster Recovery
EGCS	:	ETC Global Clearing and Settlement
EMBG	:	Earnest Money Bank Guarantee
EMD	:	Earnest Money Deposit
ETC	:	Electronic Toll Collection
FAQ	:	Frequently Asked Question
FY	:	Financial Year
GST	:	Goods and Service Tax
ICD	:	Interface Control Document
ID	:	Identification
IFSC	:	Indian Financial System Code
IHMCL	:	Indian Highways Management Company Limited
IMPS	:	Immediate Mobile Payment Service
INR	:	Indian Rupees
IPR	:	Intellectual Property Rights
ISO	:	International Organization for Standards
ITS	:	Intelligent Transportation System
LoA	:	Letter of Award
MIS	:	Management Information System
MoRTH	:	Ministry of Road Transport and Highways
MSME	:	Micro, Small and Medium Enterprises
NACH	:	National Automated Clearing House
NETC	:	National Electronic Toll Collection Programme
NFS	:	National Financial Switch
NH	:	National Highways
NHAI	:	National Highways Authority of India
NIC	:	National Informatics Centre

NIT	:	Notice Inviting Tender
NPCI	:	National Payment Corporation of India
OMT	:	Operate, Maintain and Transfer
PG	:	Procedure Guideline
PoS	:	Point of Sale
PSU	:	Public Sector Undertaking
RBI	:	Reserve Bank of India
RFID	:	Radio Frequency Identification
RFP	:	Request for Proposal
SAROD	:	Society for Affordable Redressal of Disputes
SFMS	:	Structured Financial Messaging System
SFTP	:	Secure File Transfer Protocol
SI	:	Systems Integrator
SLA	:	Service Level Agreement
TAT	:	Turn Around Time
TBD	:	To Be Decided
TOT	:	Toll-Operate-Transfer
TRC	:	Transaction Reconciliation
UPI	:	Unified Payments Interface
URL	:	Uniform Resource Locator
VRC	:	Violation Reconciliation
WIM	:	Weight in Motion

3. INSTRUCTIONS TO BIDDERS

3.1. Scope of Bid

- 3.1.1. IHMCL invites proposals/bids from eligible entities having the requisite capabilities.
- 3.1.2. The Bids would be evaluated on the basis of the evaluation criteria set out in this Request for Proposal (RFP) Document in order to identify the Successful Bidder(s) for providing the services envisaged under this RFP.
- 3.1.3. Terms used in this RFP Document which have not been defined herein shall have the meaning recognized thereto in the draft Contract Conditions.
- 3.1.4. Pursuant to the release of this RFP Document, IHMCL shall receive bids, prepared and submitted in accordance with the terms set forth in this RFP Document and other documents provided by IHMCL pursuant to this RFP Document including annexure/ Appendix hereto (collectively referred to as the "Bid Documents"), as modified, altered, amended and clarified from time to time by IHMCL.
- 3.1.5. This RFP Document and all attached documents are and shall remain the property of IHMCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective bids in accordance herewith. Bidders shall not use it for any purpose other than for preparation and submission of their bids.
- 3.1.6. The statements and explanations contained in this RFP Document are intended to provide an understanding to the Bidders about the subject matter of this RFP Document and shall not be construed or interpreted as limiting, in any way or manner whatsoever, the scope of services, work and obligations of the Successful Bidder to be set forth in the RFP or IHMCL right to amend, alter, change, supplement or clarify the scope of service and work, the Contract conditions to be awarded pursuant to the RFP Document including the terms thereof, and this RFP Document including terms herein contained. Consequently, any omissions, conflicts or contradictions in the Bid Document are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by IHMCL.
- 3.1.7. Bidders may note that IHMCL will not entertain any material deviations from the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the terms and conditions of the draft Agreement. Any conditional Proposal is liable for outright rejection.
- 3.1.8. Conditional or incomplete proposals are liable to be treated as non-responsive and, therefore may be rejected at the sole discretion of IHMCL.

3.2. Eligibility/Pre-Qualification criteria

3.2.1. The bidder qualifying the following criteria shall be considered eligible to bid for this RFP. The Technical Proposals of the Bidders shall be evaluated for meeting the eligibility/ pre-qualification criteria based on the parameters listed below:

Sl #	Requirement Parameter	Eligibility Criteria	Supporting Documents to be provided
1.	Entity	The bidder must be a certified Acquirer Bank under NETC program. The certification should be valid as on the bid due date. Consortiums, or Joint Ventures are not allowed to bid.	i. Undertaking signed by Authorized Signatory of the Bidder on its letterhead (Annexure - 1) AND ii. Copy of valid certification by NPCI or any supporting document by NPCI.
2.	Relevant Experience - FASTag Acquiring Service	The bidder should have the experience of ETC integration and providing service as an Acquirer Bank for at least (1) one closed loop Fee plazas under the NETC Program.	i. Self-Certification signed by Authorized Signatory of the Bidder on its letterhead (Annexure - 5) IHMCL reserves the right to verify the data/information with NPCI, if deemed necessary.
3.	Undertaking of Blacklisting	The bidder should not have been blacklisted or debarred by any government department/ agency/PSU for material non-performance or contractual non-compliance in the last 3 years as on bid due date.	i. Undertaking signed by Authorized Signatory of the Bidder on its letterhead (Annexure - 3)

3.2.2. Any bidder who has not complied with the above criteria shall be summarily rejected and not considered for evaluation.

3.3. Power of Attorney

3.3.1. The Bidder should submit a notarized Power of Attorney in the format provided at Annexure 6 and Letter of Authorization for authorizing the signatory of the Bid to sign the Bid and all related documents. It is clarified that Bidders may submit equivalent documents (for example, delegation of power, board resolution copy), in lieu of this document, as applicable.

3.4. Content of RFP

3.4.1. The RFP should be read in conjunction with any addenda or clarifications issued subsequent to publication of RFP.

3.4.2. Bidders are advised to study the RFP carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the RFP with full understanding of its implications. Bids not complying with all the stipulations and requirements as set forth in this RFP are liable to be rejected at the sole discretion of IHMCL. Failure to furnish all information required in the RFP or submission of a bid not substantially responsive to the RFP in all respects will be at the Bidder's risk and may result in the rejection of the bid.

3.5. Site visit and verification of information

3.5.1. Bidders are encouraged to submit their respective Bids after visiting the Project sites and ascertaining for themselves the site/fee plaza conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them. The costs of visiting the site or sites shall be at the Bidder's own expense.

3.5.2. The Bidder shall be deemed to have examined the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract.

3.6. Acknowledgement by Bidder

3.6.1. It shall be deemed that by submitting the Bids, the Bidder has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from IHMCL;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of IHMCL relating to any of the matters referred to in Clause 3.5 above; and
- d) Agreed to be bound by the undertakings provided by it under and in terms hereof.

3.6.2. IHMCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by IHMCL.

3.7. Right to accept or reject any or all Bids

- 3.7.1. Notwithstanding anything contained in this RFP, IHMCL reserves the right to accept or reject any Bids and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that IHMCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.7.2. IHMCL reserves the right to reject any Bid if:
- a) at any time, a material misrepresentation is made or uncovered, or
 - b) the Bidder does not provide, within the time specified by IHMCL the supplemental information sought by IHMCL for evaluation of the Bids.
- 3.7.3. In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by IHMCL, that one or more of the conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Successful bidder either by issue of the LOA or entering into of the Contract Agreement, and if the Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by IHMCL to the Bidder, without IHMCL being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which IHMCL may have under this RFP, the Bidding Documents, the Contract Agreement or under applicable law.
- 3.7.4. IHMCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by IHMCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of IHMCL thereunder.

3.8. Clarifications

- 3.8.1. Bidders requiring any clarification on the RFP may notify IHMCL by e-mail (tenders@ihmcl.com). They should send in their queries in .xlsx format as provided in Annexure 10 before the date specified in the Key Dates of RFP.
- 3.8.2. IHMCL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, IHMCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring IHMCL to respond to any question or to provide any clarification.
- 3.8.3. IHMCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by IHMCL shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on IHMCL.
- 3.8.4. To facilitate evaluation of Bids, IHMCL may, at its sole discretion, seek clarifications from any Bidder regarding its Bids. Such clarification(s) shall be provided within the time specified by IHMCL for this purpose. Any request for clarification(s) and all

clarification(s) in response thereto shall be in writing.

3.9. Amendment of RFP

3.9.1. At any time prior to the deadline for submission of Bids, IHMCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

3.9.2. Any Addendum thus issued will be published on e-procurement portal.

3.9.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, IHMCL may, in its sole discretion, extend the Bid Due Date.

3.10. Language

3.10.1. The Bids and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bids may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bids, the English language translation shall prevail.

3.11. Bid Validity

- a) Bids shall remain valid for a period of 180 days from the Bid due date. Any Bid valid for a shorter period shall be rejected as non-responsive. IHMCL has sole discretion to extend the period beyond 180 days.
- b) In exceptional circumstances, IHMCL may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing; however, no modification to such bid shall be permitted.

3.12. Bid Security

- a) The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD) / Bid Security for an amount INR 10 lakh/- (Rupees Ten 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.
- b) The Earnest Money shall be in the form of a demand draft / pay order/ Bank Guarantee drawn in favor of "Indian Highways Management Company Limited." Drawn on any Scheduled bank payable at New Delhi. The format for providing EMD in the form of Bank Guarantee is provided at Annexure-8.
- c) Any bid not accompanied by an acceptable Earnest Money Deposit and Document Fee shall be rejected by IHMCL as non-responsive.
- d) The Earnest Money Deposit of unsuccessful bidders will be returned upon written request from the unsuccessful bidder, after expiry of the period of Bid Validity prescribed by IHMCL or Signing of Contract Agreement between IHMCL and successful

bidder.

- e) The Earnest Money Deposit of the Successful Bidder will be discharged when the Successful Bidder has furnished the required Performance Security and signed the Contract Agreement.
- f) The Bid Security / Earnest Money will be forfeited:
 - i. if the Bidder withdraws or modifies the Bid during the period of Bid validity;
 - ii. if the Bidder does not accept the correction of the bid price, pursuant to clause pertaining to imbalance bid;
 - iii. in the case of a Successful Bidder, if the Bidder fails within the specified time limit to -
 - i. sign the Contract; and/or
 - ii. Furnish the required Performance Security; or
 - iv. if the Bidder is found to be engaged in corrupt or fraudulent practices.
 - v. if the Bidder, after matching the L-1 rates as per award criteria mentioned in the RFP does not submit the acceptance to LOA within specified number of days.

3.13. Alternative Proposals by Bidders

3.13.1. Bidder shall submit only one bid/offer for this RFP that fully complies with the requirement of the RFP including conditions of Contract. Conditional offer or alternate offer will not be considered further in the process of tender evaluation.

3.14. Submission, Format and signing of Bids

3.14.1. All documents including Bids Fee, EMD, Power of Attorney, relevant annexures, eligibility documents etc. need to be submitted on e-tender portal. The Bidder shall submit the scanned copy of the original documents as mentioned in the RFP along with the bid on or before due date of submission. Evaluation of bids shall be carried out with the available scanned copy of original document submitted by bidder on e-portal as per RFP requirement. However, the successful bidder has to submit the original documents physically with IHMCL before the issue of LOA.

3.14.2. The Bidder shall provide all the information sought under this RFP. **IHMCL will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.**

3.14.3. The Bidder shall submit following documents physically at IHMCL office as per timeline provided in Clause 4.1 'Key Dates':

- Document/Bid Fee
- EMD/Bid Security
- Power of Attorney/Letter of Authority. Bidders may also submit equivalent documents (for example, delegation of power, board resolution copy), in lieu of this document, as applicable

3.14.4. The Document/Bid Fee needs to be **transferred in IHMCL bank account** as per details

provided below and payment receipt/proof needs to be submitted in the Technical Bid document uploaded on e-tender portal. IHMCL bank account detail for transferring document fee is as follows: -

- A/c Holder Name = Indian Highways Management Company Limited
- Bank Name = Canara Bank
- A/c No. = 8598201006217
- IFSC = CNRB0008598
- Branch = Delhi NHAI Dwarka Branch New Delhi-110075

3.14.5. The Bid/Bid Documents uploaded on e-tender portal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.

3.15. Deadline for Submission of Bid

- a) Complete Bid documents as specified in the RFP must be uploaded as specified on or before the date and time specified under “Key Dates”. **In the event of the specified date for the submission of Bids being declared a non-working day for IHMCL, the Bids will be received up to the specified time on the next working day.**
- b) IHMCL may, at its discretion, extend the deadline for submission of Bids by issuing an amendment in which case all rights and obligations of IHMCL and the Bidders previously subject to the original deadline will thereafter be subject to the deadline extended.
- c) Offer by fax / e-mail will not be accepted and shall be treated as void ab-initio.

3.16. Late Bids

3.16.1. Bids received after the deadline shall not be considered and shall be rejected. No representation or communication would be entertained in this regard from any Bidder. Modifications/ substitution/ withdrawal of Bids.

3.17. Modifications/ substitution/ withdrawal of Bids

3.17.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by IHMCL prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

3.17.2. Any alteration/ 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.

3.18. Opening and Evaluation of Bids

3.18.1. IHMCL shall open the Bids as per Key Timelines mentioned in RFP, at the place specified in RFP and in the presence of the Bidders who choose to attend.

3.18.2. Bids for which a notice of withdrawal has been submitted in accordance with Clause 3.17 shall not be opened.

- 3.18.3. IHMCL will subsequently examine and evaluate Bids in accordance with the provisions set out in this RFP.
- 3.18.4. Bidders are advised that selection of Bidders will be entirely at the discretion of IHMCL. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.18.5. Any information contained in the Bid shall not in any way be construed as binding on IHMCL, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.18.6. IHMCL reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.
- 3.18.7. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, IHMCL may, in its sole discretion, exclude the relevant project from evaluation of the Bid of the Bidder.
- 3.18.8. In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by IHMCL as incorrect or erroneous, IHMCL shall reject such claim and exclude the same from evaluation of the Bid. Where any information is found to be patently false or amounting to a material representation, IHMCL reserves the right to reject the Bid.

3.19. Examination and Evaluation of Bids

- a) Opening of Bids will be done through online process only.
- b) IHMCL shall open Technical Bids as per schedule specified in Key Dates, in the presence of the authorized representatives of the Bidders, who choose to attend. IHMCL will examine and evaluate the Bids in accordance with the provisions of this RFP.
- c) During evaluation and comparison of bids, IHMCL may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing via email, asking the Bidder to respond by a specified date, and also mentioning therein that, if the Bidder does not comply or respond by the date, his tender will be liable to be rejected. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents shall be sought only in case of historical documents which pre-existed at the time of the bid opening, and which have not undergone change since then.

3.19.1. Phase - 1: Pre-Qualification Stage: -

- a) Document fee: - The Document/Bid Fee needs to be transferred in IHMCL bank account as per details provided below and payment receipt/proof needs to be submitted in the Technical Bid document uploaded on e-tender portal. IHMCL bank account detail for transferring document fee is as follows: -
- A/c Holder Name = Indian Highways Management Company Limited
 - Bank Name = Canara Bank
 - A/c No. = 8598201006217
 - IFSC = CNRB0008598
 - Branch = Delhi NHAI Dwarka Branch New Delhi-110075

- b) EMD/Bid Security: - The envelope containing EMD/Bid Security and other relevant documents as required by this RFP will 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.
- c) The Earnest Money amount as specified in Clause 3.12 shall be in the form of a demand draft / pay order/ Bank Guarantee drawn in favor of "Indian Highways Management Company Limited." Drawn on any Scheduled bank payable at New Delhi. The format for providing EMD in the form of Bank Guarantee is provided at Annexure-8.
- d) 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.
- e) 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.
- f) 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.
- g) 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.

3.19.2.Phase - 2: Financial Bid Evaluation:

- 1. The Bidder with the lowest value quoted for "Acquirer Rate" in the Financial Submission Form (Annexure-10) will be declared as the L-1 Bidder.
- 2. In the event that two or more Bidders quote the same "Acquirer Rate" IHMCL may (in sequential basis): -
 - i. Declare the bidder having experience of providing acquiring services in respect of a greater number of Fee plazas under NETC programme as the L-1 Bidder;

OR

- ii. Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.
3. 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.

3.20. Award Criteria

- i) IHMCL will award the Contract to the Bidder whose Bid has been determined to be responsive in terms of this RFP and the Bid price has been found to be lowest exclusive of taxes, duties, cess or other statutory levies
- ii) In the event of a tie or two or more Bidders quote the same lowest Quoted Value, IHMCL may declare the Bidder as Successful Bidder having experience of providing acquiring services in respect of a greater number of Fee plazas under NETC programme as the L-1 Bidder.
- iii) Upon completion of identification of Preferred Bidder, IHMCL shall issue Letter of Award to each Preferred Bidder and upon acceptance of the Letter of Award by the Preferred Bidder, IHMCL shall declare the Preferred Bidder as the Successful Bidder.

3.21. Terms and Conditions

- a) The Acquirer rate shall be applicable w.e.f. the effective date notified by IHMCL/NHAI. In case of any delay due to system changes, any excess amount shall be reconciled and adjusted from the concerned acquirer bank(s). The reconciliation shall be done based on NPCI system data.
- b) If the service of any selected bidder, (i.e. L-1) is not satisfactory resulting in frequent SLA breaches or frequent non-performance is reported against any selected bidder, IHMCL shall reserve the right to roll over the concerned fee plaza to any certified acquirer bank which matches the L-1 rate.

3.22. Confidentiality

3.22.1. Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising IHMCL in relation to, or matters arising out of, or concerning the Bidding Process. IHMCL will treat all information, submitted as part of Bid, in confidence and will require all those who have access to such material to treat the same in confidence. IHMCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or IHMCL or as may be required by law or in connection with any legal process.

3.23. Tests of responsiveness

- 3.23.1. Prior to evaluation of Bids, IHMCL shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:
- 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.
- f) The bid contains any pre-condition, assumption or qualification.
- g) it is not non-responsive in terms hereof.

3.23.2. IHMCL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by IHMCL in respect of such Bid.

3.24. Imbalanced Bid

3.24.1. If the Bid of the Successful Bidder is seriously imbalanced in relation to IHMCL's estimate of the cost of work to be performed under the Contract, IHMCL may require the Bidder to produce detailed price analysis for any or all items of the Services/Bill of Quantities, to demonstrate the internal consistency of the proposed System/Proposal. After evaluation of the price analyses, IHMCL may require that the amount of the Performance Security set forth in the RFP be increased and an additional Performance Security may be obtained at the expense of the Successful Bidder to a level sufficient to protect IHMCL against financial loss in the event of default of the Successful Bidder under the Contract. The amount of the additional increased Performance Security shall be equal to the seriously imbalanced amount, which shall be final, binding and conclusive on the Bidder.

3.25. Submission of Bids

- a) The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.
- b) IHMCL is likely to provide a comparatively short time span for submission of the Bids for the Project. The Bidders are therefore advised to visit the site and familiarize themselves with the Project by the time of submission of the Bid. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by IHMCL.

3.26. Proprietary data

3.26.1. All documents and other information supplied by IHMCL or submitted by a Bidder to IHMCL shall remain or become the property of IHMCL. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. IHMCL will not return any Bid or any information provided along therewith.

3.27. Correspondence with the Bidder

3.27.1. Save and except as provided in this RFP, IHMCL shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any

Bid.

3.28. Notification of Award of Contract

- a) Prior to the expiration of the Bid validity, IHMCL will notify the Successful Bidder that his Bid has been accepted. IHMCL will mention the Acquirer Rate (% of acquired ETC transaction value for each transaction) in the LOA.
- b) The Contract will incorporate all agreements between IHMCL and the Successful Bidder. It will be signed by IHMCL and the Successful Bidder after the performance security is furnished by the Successful Bidder. IHMCL will issue notice to commence the work after signing of Contract Agreement or submission of Performance Security as the case maybe.
- c) 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.

3.29. Signing of Contract

3.29.1. IHMCL shall ask the Successful Bidder to furnish the Performance Guarantee and also to execute the Contract Agreement.

3.30. Performance Security

- a) Within 15 (Fifteen) days of the receipt of the Letter of Award, the Successful Bidder shall submit an irrevocable and unconditional Bank guarantee issued in the name of IHMCL for an amount equal to **INR 10 Lakhs at the time of issuance of LOA**, issued by a Bank described under this RFP which shall be verified at any branch located in the National Capital territory of Delhi and through SFMS mode as performance security for the due performance of its obligations under the Contract.
- b) The aforesaid Bank Guarantee shall be as per the format given in format provided in this RFP and will be valid for a period of 180 days after the expiry of Contract period and shall also have a minimum claim period of 1 year. Format for submission of Performance Bank Guarantee is placed at Annexure 7.

3.31. Bank Guarantee (BG)

- a) The Bank Guarantee in the name of IHMCL issued by the following banks would only be accepted: -
 - i. Any Nationalized Bank
 - ii. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 500 crores as per the latest Audited Balance Sheet of the Bank. In the case of a Foreign Bank (issued by a branch in India), the net worth in respect of the Indian operations shall only be taken into account
 - iii. III. A Foreign Bank (issued by a branch outside India) with a counter guarantee from any Indian Nationalized Bank.
 - iv. Export Import Bank of India
- b) The acceptance of the Bank Guarantees shall also be subject to the following

conditions: -

- i. The capital adequacy of the Bank shall not be less than the norms prescribed by RBI
- ii. The bank guarantee issued by a Cooperative Bank shall not be accepted.

3.32. Corrupt or Fraudulent Practices

- a) IHMCL will reject a proposal for award and appropriate the EMD or the Performance Security, as the case may be, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- b) IHMCL will declare the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract by IHMCL if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract, or during execution.
- c) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or employee of IHMCL in the procurement process or in Contract execution.
- d) “Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of IHMCL and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive IHMCL of the benefits of free and open competition.

3.33. Conflict of Interest

3.33.1. A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, the time, cost and effort of the Purchaser including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.

3.33.2. The Purchaser requires that the Acquirer Bank provides solutions which at all times hold the Purchaser’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Acquirer Bank shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.

3.34. Miscellaneous

- a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- b) 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 Bidding Process or modify the dates or other terms and conditions relating thereto;
 - ii. consult with any Bidder in order to receive clarification or further information;
 - iii. retain any information and/ or evidence submitted to IHMCL by, on behalf of, and/ or in relation to any Bidder; and/ or
 - iv. independently verify, disqualify, reject and/ or accept any or all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- c) It shall be deemed that by submitting the Bid, the Bidder 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 laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- d) If the Bidder has committed a transgression under this RFP such as to put its reliability or credibility into question, IHMCL shall be entitled to blacklist and debar such Bidder for any future tenders/contract award process in its sole and absolute discretion.
- e) Inclusion of MSMEs in Project Delivery - Bidders are encouraged to include Micro, Small and Medium Enterprises (MSMEs) in the delivery of the project. The MSME partner should be registered under the Micro Small Medium Enterprise Act, 2006. The procurement through MSMEs should be in line with Order dated 23rd March 2012 or any latest Order/Directions regarding procurement policy for Micro and Small Enterprises (MSMEs).
(<https://eprocure.gov.in/cppp/rulesandprocs/kbadqkdlcswfjdelrquehwuxcfmijmui xngudufgbuubgubfugbububjxcgfvvsbdihbfgGhdfgFHtyyhRtNDk4Nzg=>)
- f) Compliance shall be ensured w.r.t. Office Memorandum of Department of Expenditure, dated 23 July 2020, and any related clarifications, subsequent guidelines issued by Department of Expenditure, as applicable, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017. Bidder may visit website of Department of Expenditure (<https://doe.gov.in/>) for more details on the said Office Memorandum.
(<https://doe.gov.in/sites/default/files/OM%20dated%2023.07.2020.pdf>)
- g) Compliance shall be ensured w.r.t. Public Procurement (Preference to Make in India) Order 2017 - Notification of Telecom Products, Services or Works” (in short DoT PPP MII notification, 2018) dated 29th August issued by Department of Telecommunications. Bidder may visit website of Department of Telecom (<https://dot.gov.in> > Investment Promotion > Telecom Equipment Manufacturing) for more details on the said notification.
(https://dot.gov.in/sites/default/files/policy_for_preference_to_domestically_managed_telecom_products_in_government_procurement.PDF) and

(<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf>)

4. PREPARATION AND SUBMISSION OF BID

- a) 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.
- b) Bidders are advised to go through the FAQs, guidelines, instructions, manuals, policies, system setting procedures etc. as provided in the e-Procurement portal.
- c) Tender form and relevant documents will not be sold /issued manually from offices.
- d) Bidders are required to upload scanned copies of Bid Security, proof of online payment of cost Bidding Documents, Power of Attorney/Letter of Authorization and other relevant document on the e-procurement portal.
- e) All documents including Bid Fee, EMD, Power of Attorney/Letter of Authorization, relevant annexures, eligibility documents etc. need to be submitted on e-tender portal. The Bidder shall submit the scanned copy of the original documents as mentioned in the RFP along with the bid on or before due date of submission. Evaluation of bids shall be carried out with the available scanned copy of original document submitted by bidder as per RFP requirement. However, the successful bidder has to submit the original documents physically with IHMCL before the issue of LOA.
- f) The date and time for online submission as mentioned in the section RFP document shall be strictly followed in all cases. The Bidders 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.
- g) 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.

4.1. KEY DATES

Sl. No.	Event Description	Date
1.	Invitation of RFP	15 February 2024
2.	Last date for receiving queries	19 February 2024, 23:59 hours
3.	Pre-Bid meeting ¹	21 February 2024, 11:00 hours
4.	Bid Due Date for submission on e-tender portal	26 February 24, 15:00 hours
5.	Bid Due date for physical submission of following documents at IHMCL office: <ul style="list-style-type: none"> • Document Fee • EMD/Bid Security • Power of Attorney/Letter of Authorization 	26 February 2024, 15:30 hours
6.	Opening of Technical Bids	28 February 2024 16:00 hours

¹ In case of a VC – Meeting details shall be sent to those email IDs from whom queries have been received by due date. Interested bidders may ask for meeting details one day prior to the pre-bid meeting.

5. CONDITIONS OF CONTRACT

5.1. Conditions of Contract

5.1.1. These Conditions shall supplement or amend the other parts of the Bidding Documents and whenever there is a conflict; provision herein shall prevail over those in the other parts of the Bidding Documents.

5.2. Governing Language

5.2.1. All correspondence and other documents to be exchanged by the parties shall be written in the English language. The version written in English language shall govern its interpretation.

5.3. Applicable Law

5.3.1. Appropriate laws as in force in Republic of India shall apply.

5.4. Interpretation

5.4.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

5.4.2. The Bidders are expected to examine all terms and instructions included in the RFP Document. During preparation of the technical proposal, the bidders shall make their own assessment of staff to undertake the assignment.

5.5. Right to Amend Project Scope

5.5.1. IHMCL reserves the right to include new fee plazas in the scope of Acquirer Bank which shall be made operational by NHAI during the Project duration. IHMCL also reserves the right to remove the any fee plazas from the scope of Acquirer Bank due to operational or other reasons. No compensation shall be paid to the Acquirer Bank on account of de-scoping of these fee plazas.

5.5.2. IHMCL, may at any time, at its sole discretion defer the implementation at certain fee plazas as per its requirements.

5.6. Payment Terms

5.6.1. The payment shall be processed as per existing settlement process through CCH provider i.e. NPCI subject to any change as approved in the NETC Steering Committee.

5.7. Prices

5.7.1. GST as applicable, which will be levied on the goods and services invoiced by the Successful bidder to IHMCL, will be reimbursed on actual basis.

5.7.2. IHMCL reserves the right to ask the Successful bidder to submit proof of payment against any of the taxes, duties, levies indicated.

5.7.3. All payments shall be made subject to adjustment of applicable damages.

5.7.4. No amount or cost shall be payable for holding discussion, as considered necessary by IHMCL, for any purpose with IHMCL's Officials at IHMCL's Head Office or

elsewhere, prior, during or after the conduct of an assignment.

5.7.5. Quoted Value (in Percentage) by the bidder shall be excluding GST and fixed for the entire Contract period.

5.8. Start of Assignment

5.8.1. Successful bidder shall commence takeover of fee plazas w.e.f. the acceptance of LOA date as per plaza roll over policy.

5.8.2. The Successful bidder shall have sufficient teams to complete the assignment and submit the deliverables as per scope of work defined in RFP. Non-fulfillment of this requirement or delay in submission of reports would attract penalties.

5.9. Damages/Penalties

5.9.1. As defined in Section 7 of this RFP.

5.10. Contract Period

5.10.1. The Contract Period for the Project shall be Three (02) years from date of signing of Contract Agreement.

5.10.2. The Contract Period may be extended for a further period of up to 2 years at the sole discretion of IHMCL.

5.11. Insurance

5.11.1. The Successful bidder shall effect and maintain at its own cost, during the Contract period, such insurances for such maximum sums as may be required under the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice to cover third party claims, theft, accidental damage, vandalism, fire, flood, and Force Majeure events.

5.12. Force Majeure

5.12.1. Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence of a Force Majeure event which is beyond the control of any of the Parties, including, but without limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, pandemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.

5.12.2. If a Force Majeure arises, the Successful bidder shall promptly notify IHMCL in writing of such condition and the cause thereof. Unless otherwise directed by IHMCL, the Successful bidder shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Parties shall be excused from performance of their respective obligations in whole or part as long as such Force Majeure event continues to prevent or delay such performance by the Parties. However, in case such Force Majeure event lasts for a continuous period of 60 days, either Party may terminate the Contract.

5.13. Indemnification

- 5.13.1. The Successful Bidder shall indemnify, defend, save and hold harmless, IHMCL, NHAI and MoRTH and their officers, employees, servants, and agents (hereinafter referred to as the "IHMCL Indemnified Persons") against any direct loss, damage, claims, cost and expense of whatever kind and nature (including without limitation, legal fees, claims and expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of or are based upon any order passed by any statutory authority including Courts, tribunals or other judicial/quasi-judicial authorities, on account of breach of the Successful Bidder's obligations under this Contract or any other related agreement or otherwise, any fraud or negligence attributable to the Successful bidder or its Agents under contract or tort or on any other ground whatsoever, all eventualities of theft, dacoity, robbery, etc., except to the extent that any such suits, proceedings, actions, demands and claims has arisen due to any breach or default of this Contract on the part of IHMCL Indemnified Persons.
- 5.13.2. The Successful Bidder shall indemnify IHMCL Indemnified Persons from all legal obligations in respect of professionals deployed by the Successful Bidder. IHMCL Indemnified Persons shall also stand absolved of any liability on account of death or injury sustained by the Successful Bidder's workmen, staff/employees during the performance of their work and also for any damages or compensation due to any dispute between the Successful Bidder and its workmen, staff/employees.
- 5.13.3. In addition to the aforesaid, the Successful bidder shall fully indemnify, hold harmless and defend IHMCL Indemnified Persons from and against any and all direct loss, damage, cost and expense of whatever kind and nature (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Successful Bidder or by its Agents in performing the Successful bidder's obligations or in any way incorporated in or related to this Contract. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Successful bidder shall make every reasonable effort, by giving a bond (of the type and value as required) or otherwise, to secure the revocation or suspension of the injunction or restraint order and continue to perform its obligations hereunder. If the Successful bidder is unable to secure such revocation within a reasonable time, it shall, at its own expense, and without impairing the Specifications and Standards, shall rectify such defaults and shall also be liable for damages to IHMCL for the corresponding loss during the interim period on this account.
- 5.13.4. The provisions of Clause 5.13 shall survive Termination.
- 5.13.5. The remedies provided under Clause 5.13 are not exclusive and shall not limit any rights or remedies that may otherwise be available to IHMCL Indemnified Persons at law or in equity.

5.14. Termination

- 5.14.1. **ON EXPIRY OF THE CONTRACT:** Subject to the condition mentioned under Clause 5.10, the Agreement shall be deemed to have been automatically terminated on the

expiry of the Contract Period unless IHMCL has exercised its option to further renew the Contract Period in accordance with the provisions, if any, of the Contract.

5.14.2.**ON ACCOUNT OF FORCE MAJEURE:** Either Party shall have the right to terminate the Contract on account of Force Majeure, as set forth in Clause 5.12.

5.14.3.**ON BREACH OF CONTRACT:** IHMCL may terminate the Contract if the Successful bidder causes a **Fundamental Breach** of the Contract. **Fundamental Breach** of Contract includes, but shall not be limited to, the following:

- a) The Successful bidder fails to carry out any obligation under the Contract.
- b) The Successful bidder submits the IHMCL a statement which has a material effect on the rights, obligations, or interests of the IHMCL and which the Successful Bidder knows to be false.
- c) The Successful bidder without reasonable excuse fails to commence the work in accordance with relevant clauses.
- d) Has failed to furnish the required securities or extension thereof in terms of the Contract.
- e) The Successful bidder stops work and the stoppage has not been authorized by IHMCL;
- f) The Successful bidder at any time during the term of the Contract becomes insolvent or winds up its business or makes a voluntary assignment of its assets for the benefit of its creditors.
- g) If the Successful bidder, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract.
- h) Repeated occurrence of any SLA parameter as mentioned in Section 7 of this RFP.
- i) Notwithstanding anything stated in this Agreement, in the event that any of the defaults (“Fundamental Breach”) specified below shall have occurred, IHMCL shall provide 30 days’ notice period to the Successful Bidder [hereinafter referred to as “Cure Period Notice”).
- j) If the Successful Bidder fails to cure the default within the Cure Period, the Successful Bidder shall be deemed to be in default of this Agreement [the “Acquirer Bank’s Default”), unless the default has occurred solely as due to Force Majeure or for reasons not attributable to the Successful Bidder. The Cure Period under this Clause shall be calculated from the date of issuance of the notice to the Successful Bidder or when the default comes into the knowledge of the Service Provider, whichever is earlier.

5.14.4.The Successful bidder sub-contracts any assignment under this Agreement without written approval of IHMCL.

5.14.5.Any other fundamental breaches as specified in the RFP.

5.14.6.Notwithstanding the above, IHMCL may terminate the Contract in its sole discretion by giving 30 days prior notice without assigning any reason. In the event of such a termination, compensation to the successful bidder shall be calculated based on the Termination Payment clause.

5.14.7. Upon Termination (except on account of expiry of Term of this Agreement, Force Majeure or under clause 5.14.6 above), IHMCL shall be entitled at the sole discretion to:

- a) appropriate the entire Performance Security or part thereof as Damages; and
- b) Debar/Blacklist the Successful bidder from participating in NETC programme and/or any other project/assignment/work of IHMCL for a period as determined by IHMCL in its sole discretion.

5.14.8. Without prejudice to any other rights or remedies which IHMCL may have under this Agreement, upon occurrence of Acquirer Bank's Default, IHMCL shall be entitled to terminate this Agreement by issuing a Termination Notice to the Acquirer Bank; provided that before issuing the Termination Notice, the IHMCL shall by a notice inform the Acquirer Bank of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Acquirer Bank to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

5.15. Appropriation of Performance Security

5.15.1. Upon failure of the Successful bidder to commence the services, for any reason whatsoever, within the period set forth in this Contract or the extended period thereunder, IHMCL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to levy Damages as per Clause 5.9 hereinabove.

5.15.2. IHMCL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to en-cash and appropriate the relevant amounts from the Performance Security as Damages or any other amounts payable to IHMCL under this Contract as and when such Damages or other amounts become due and payable. Upon such encashment and appropriation from the Performance Security, the Successful bidder shall, within 10 days thereof, replenish, in case of partial appropriation, to its original level of the amount guaranteed under the Performance Security, and in case of appropriation of the entire Performance Security, provide a fresh Performance Security, as the case may be failing which IHMCL shall be entitled to terminate this Agreement in accordance with clause 5.14 hereof.

5.16. Miscellaneous

5.16.1. Standard of Performance

5.16.2. The Successful bidder shall undertake to perform the services with the highest standards of professional and ethical competence and integrity which are, amongst others, ESSENCE of this assignment. Keeping in view the sensitivity involved in such assignments, the personnel deployed should maintain confidentiality/integrity at all times and should work in a professional manner to protect the interest of IHMCL. The firm shall promptly replace any personnel deployed under this contract that IHMCL considered unsatisfactory.

5.16.3. Representations and Warranties of the Parties

- a) The Parties represents and warrants to the each other that:
 - i. it is duly organized and validly existing under the applicable laws, and has full power and authority to execute and perform its obligations under this

Contract and to carry out the Scope of Work/transactions contemplated herein this Contract and nothing material has been concealed by the Successful bidder;

- ii. it has taken all necessary corporate and other actions under applicable laws to authorize the execution and delivery of this Contract and to validly exercise its rights and perform its obligations under this Contract;
- iii. this Contract constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and its obligations under this Contract will be legally valid, binding and enforceable obligations against it in accordance with the terms hereof;
- iv. the information furnished in the Bid and as updated on or before the date of this Contract is true and accurate in all respects as on the date of this Contract;
- v. the execution, delivery and performance of this Contract will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- vi. there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Contract or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Contract;

5.16.4. Waiver of immunity

a) Each Party unconditionally and irrevocably:

- i. agrees that the execution, delivery and performance by it of this Contract constitute commercial acts done and performed for commercial purpose;
- ii. agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Contract or any transaction contemplated by this Contract, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Party with respect to its assets;)
- iii. waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
- iv. consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

5.16.5. Waiver

- a) Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Contract:
 - i. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Contract;
 - ii. shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
 - iii. shall not affect the validity or enforceability of this Contract in any manner.
- b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Contract or any obligation there under nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

5.16.6. Liability for review of Documents

- a) Except to the extent expressly provided in this Contract:
 - i. no review, comment or approval by IHMCL, any document submitted by the Successful bidder nor any observation or inspection of the Services performed by the Successful bidder nor the failure to review, approve, comment, observe or inspect hereunder shall relieve or absolve the Successful bidder from its obligations, duties and liabilities under this Contract, the Applicable Laws and applicable permits; and
 - ii. IHMCL shall not be liable to the Successful bidder by reason of any review, comment, approval, observation or inspection referred to in Sub-clause (a) above.

5.16.7. Exclusion of implied warranties etc.

5.16.8. This Contract expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

5.16.9. Survival

- a) Termination shall:
 - i. not relieve the Successful bidder or IHMCL, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
 - ii. except as otherwise provided in any provision of this Contract expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.
- b) All obligations surviving Termination shall only survive for a period of 2 (two) years following the date of such Termination.

5.16.10. Entire Agreement

This Contract, the RFP and the Sections hereto together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Contract are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Successful bidder arising from the Request for Proposals shall be deemed to form part of this Contract and treated as such.

5.16.11. Severability

If for any reason whatever any provision of this Contract is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Contract or otherwise.

5.16.12. No partnership

This Contract shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

5.16.13. Third parties

This Contract is intended solely for the benefit of the Parties and their respective successors and permitted assigns and nothing in this Contract shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Contract.

5.16.14. Successors and assigns

This Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

5.16.15. Dispute resolution procedure

- i. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably .
- ii. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith. In the first

instance, the Dispute shall be referred to the Chairman of the IHMCL and the Chairman of the Board of Directors (or equivalent) of the Successful Bidder or their nominees for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) business days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) business day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration.

- iii. Any Dispute which is not resolved amicably shall be finally settled by arbitration to be conducted in accordance with the rules of arbitration of the Society for Affordable Redressal of Disputes (SAROD).
- iv. The venue of such arbitration shall be Delhi.
- v. The rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder. The parties unconditionally acknowledge and agree that notwithstanding any dispute between them, each Party shall proceed with the performance of its respective obligations, pending resolution of Dispute in accordance with the procedure agreed herein.

5.16.16. Compensation for Breach

- a) Compensation for default by the Successful Bidder
 - i. In the event of the Successful Bidder being in breach of this Contract, unless such default or delay is on account of Force Majeure, the Selected Bidder shall pay to IHMCL, by way of compensation, all direct costs suffered or incurred by the IHMCL as a consequence of such breach, within 30 days of receipt of the demand from the IHMCL.
 - ii. Without limiting generality of the Clause 5.16.16 (i), the Successful Bidder shall pay to IHMCL by way of compensation, all direct costs suffered or incurred by IHMCL incurred as a result of any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of , or based upon:
 - a) any untrue statement or misrepresentation of a material fact provided by the Successful Bidder or an omission to state a material fact required to be communicated.
 - b) any non-performance or breach of the roles, responsibilities, representations, warranties, undertakings, and declarations contained herein by the Successful Bidder or its directors, employees, personnel or representatives, as the case may be.
 - c) Negligence, fraud or misconduct of the Successful Bidder or any of its employees, agents, affiliates or advisors.

5.16.17. Limitation of Liability

- a) The Successful Bidder's liability under this Contract shall be determined as per Applicable law. The Successful Bidder shall be liable to IHMCL for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Successful Bidder its affiliates, subsidiaries, stockholders, subcontractors, suppliers, directors, officers, employees, assigns and agents, including loss caused to IHMCL on account of defect in goods or deficiency in services on the part of Successful Bidder or his agents or any person / persons claiming through or under said Successful Bidder.
- b) Notwithstanding anything stated herein above, the liability for Acquirer Bank shall NOT exceed ten times the value of Performance Bank Guarantee amount.
- c) This limitation of liability shall not affect Acquirer Bank's liability, if any, for direct loss or damage to Third Parties caused by Acquirer Bank or any person or company acting on behalf of Acquirer Bank in carrying out the Services. The Acquirer Bank is advised to take necessary measures, such as insurance, etc. to cover any direct loss or damages to third party impacted by the services of Acquirer Bank.

5.16.18. Intellectual Property Rights

- a) All Intellectual Property of the respective Parties shall continue to vest with the respective Party and one Party may make use of the Intellectual Property only with the express consent of the other Party. However, it shall be agreed and acknowledged by the Acquirer Bank that intellectual property rights in the Proprietary Information as well as any other data or information/ reports generated during the performance of services as set out in this RFP by the Acquirer Bank shall always vest with IHMCL and Acquirer Bank will not have any right in such IPR whatsoever.
- b) All products and related solutions and fixes provided pursuant to the Agreement shall be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product, the ownership of which shall continue to vest with the product owner. Implementation Agency would be responsible for arranging any licenses associated with products.
- c) "Product" shall mean any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to Purchaser for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to you when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

5.16.19. Notices

- a) Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Contract shall be in writing and shall:
 - i. in the case of the Successful bidder, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Successful bidder may from time to time designate by notice to IHMCL; provided that notices or other communications to be given to an address outside Delhi may, if they

are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Successful bidder may from time to time designate by notice to IHMCL;

- ii. in the case of IHMCL, be given by facsimile or e-mail and by letter delivered by hand and be addressed to the [•] of IHMCL with a copy delivered to IHMCL Representative or such other person as IHMCL may from time to time designate by notice to the Successful bidder; provided that if the Successful bidder does not have an office in Delhi it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier; and
- iii. any notice or communication by a Party to the other Party given in accordance herewith shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery

5.16.20. Sub-Contracting

The Successful bidder shall not sub-contract any assignment to a third party.

5.16.21. Confidentiality of the Assignment/Findings

The Successful Bidder shall not, during the term of assignment and within two years after its expiration, disclose any propriety or confidential information relating to the services, this assignment or IHMCL's business or operations without prior written consent of IHMCL.

5.16.22. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, may only be made by written agreement between the Parties as the case may be, has been obtained.

5.16.23. Language

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Contract shall be in writing and in English language.

6. SCOPE OF WORK

Selected Acquirer Bank shall acquire respective ETC transactions via FASTag across fee plazas of Delhi-Amritsar-Katara Expressway (DAKE) as identified in Annexure- 12; and as allocated by the IHMCL as per the terms and conditions of this RFP.

1. The selected bank shall carry out all roles/responsibilities of Acquirer Bank as mentioned below: -
 - a) As defined in the Procedural Guidelines - National Electronic Toll Collection Network 2016 version 1.9 issued by NPCI and amended suitably from time to time.
 - b) Ensure implementation of latest version of Interface Control Document (ICD 2.5

- or latest) i.e. at acquired fee plaza.
- c) Policy document shared by IHMCL vide letter ref: - IHMCL/ETC/Plaza Policy/2018 dated 18.01.2019
 - d) Other relevant circulars/guidelines under NETC program such as Plaza Allocation Guidelines, SLA for member banks, etc.
 - e) Any other Circulars, Note or Guidelines of NHAI/IHMCL thereafter pertaining to Acquirer services.
 - f) Complete implementation of ICD 2.5 or the latest version of ICD at the acquired fee plaza within 45 days of the date of fee plaza allocation of the fee plazas. The selected bidder/acquirer bank shall be responsible for the up-gradation of ICD requirements at all fee plazas as amended by IHMCL from time to time.

6.1. Broad Responsibility of Acquirer Bank

The broad responsibilities of an acquirer bank under NETC programme are as below:

- Availability of PR/DR.
- Integrate with Fee Plaza system -ICD 2.5
- Blacklist File management
- Providing concessionaire Portal and sharing reports as per requirement from Fee Plaza
- Setting up of Point of Sale at Fee Plaza
- Toll Fare calculations, discounts, Monthly pass, and Online Monthly pass.
- Processing of ETC Transactions.
- Reconciliation of each ETC Transaction with each Fee Plaza and transfer the funds as per guidelines.
- Violation Processing -Audit of images and processing of the differential fare.
- Chargeback validation and processing -Confirmation of each Chargeback with Fee Plaza
- Taking Liability of any issue pertaining to Bank
- Provide Helpdesk and Support to the Fee Plaza operators.
- Marketing and Promotional activities for the Fee Plaza.

6.2. Technical Scope

6.2.1. 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.

6.2.2. Acquisition of Transactions

The ETC Program of IHMCL is operational across more than 800 Fee plazas throughout the country. NHAI and IHMCL reserves the right to allocate the responsibilities of acquisition of transactions across more than 388 Public Funded plazas. A list of such plazas is annexed at Annexure 12.

IHMCL is now looking to select Acquirer Bank(s) to perform acquisition of all ETC transactions across all Public funded fee 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 this RFP.

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

6.2.3. Business Functionalities

The selected Acquirer bank is required to integrate their systems with fee plaza operators for the purpose of Acquirer 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.

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

The selected Acquirer bank should undertake the following roles and responsibilities.

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

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

6.2.4. Integration with All Local System Integrators and act as a Master System Integrator (MSI):

- a) Master plaza server Infrastructure will be single window to control all the toll plazas in the project. This will act a centralized system for all the depending services, process workflows. This will process transactions for all the plazas as transparent centralized interconnected network.
- b) Functional Specifications: -
 - i. There should be resource isolation with predictable application performance.
 - ii. Environment consistency across development, testing and production.
 - iii. There should be optimized load balancing functionality to be implemented to achieve high performance with minimal to no downtime.
 - iv. Security information and event management to provide comprehensive visibility and control of the data warehouse by allowing security analysts to collect and share data, investigate incidence to report and respond accordingly.
 - v. Continuous Integration, Delivery, and Deployment functionality to provide reliable and frequent build and deployment with quick and efficient rollbacks.
 - vi. Implantation of multi-machine central service and application load balancing, online/offline backups, distributed services and process clustering and balancing.
 - vii. Horizontal / vertical scalable architecture is required.
 - viii. Health monitoring and altering of master infrastructure is required through sophisticated and state of the art application stack.
 - ix. Observability: -not only surfaces OS-level information and metrics, but also application health and other signals.
 - x. Scalable storage for toll transaction images, applications, databases and other interdepending services and cluster for the entire Contract Agreement.
 - xi. Multi zoning of cluster components to attain carrier neutrality of network infrastructure includes bandwidth, ISPs and IP Pools etc.
 - xii. Service uptime should attain 99.99% availability

- c) MSI shall ensure to capture and store entry and exit details of vehicles from each toll plaza and club the entry-exit details of vehicles based on same Tag Id/VRN no to make the final transaction. The FASTag transaction must be clubbed and sent to respective Acquirer Bank within the SLA as defined the Interface Control Document and also support advanced analytics, automation, and optimization use cases, through large data lakes.
- d) MSI shall ensure to capture transactions (FASTag, Non-FASTag and Overloaded) and any future use cases of the NETC FASTag use cases, as decided by IHMCL, NHAI, MoRTH from all toll plazas and maintain the same in the database for the entire Contract Period. The FASTag transactions must be sent to the respective Acquirer Bank in time bound manner for further validation and settlement. However, the Non-FASTag transaction shall be stored plaza wise for the entire Contract Agreement.
- e) For the FASTag transactions with violation flag, MSI shall ensure to send the transaction with respective Acquirer bank along with image evidence (LPIC, ICS Camera images and AVC image). It shall be the responsibility of MSI to get the image evidences for violation transactions from the respective Local SI only for the exit side.
- f) MSI shall exchange data from all fee plazas as per Interface control document. The processing methodology of MSI with LSI and concerned Acquirer Bank should be API based.
- g) MSI shall ensure to comply with ICD 2.5 specification or latest to enable real-time based transaction processing with each local toll plaza server and Acquirer host.
- h) MSI shall ensure to provide web-based application/portal for monitoring the real time monitoring of Lanes and Plaza system availability, Traffic Count Monitoring (FASTag & Non-FASTag), Automatic alert system for any downtime beyond 10 min of any lane/plaza.
- i) MSI shall ensure for integration with the TMCC software for sharing equipment & TMS data
- j) MSI shall ensure to integrate with all LSI system in time bound manner.
- k) MSI shall ensure to provide report module for generating uniform MIS reports of each toll plaza.
- l) MSI shall ensure for the provision of following minimum reports through report module:
 -
 - i. Consolidated Traffic Report
 - ii. Class Wise Traffic Report
 - iii. Traffic and Revenue Report
 - iv. FASTag Traffic report
 - II. Non-FASTag Traffic report
 - III. Exempt Report
 - IV. Violation/Suspense Traffic report
 - V. FASTag Rejected Transaction report
- m) MSI shall ensure to timely address the customer complaints pertaining to Double amount deduction from FASTag account and Wrong Amount deduction from FASTag account in co-ordination with respective Local Service Provider.
- n) MSI shall ensure to comply with the Circulars/guidelines of IHMCL for NETC programme, as applicable and released from time to time.

- o) MSI shall maintain all Business rule configuration, return Journey, Monthly Pass, Fare Update.
- p) MSI shall ensure to complete the integration work with each toll plaza within 30 days from date of commencement instruction received from IHMCL. IHMCL shall notify MSI to add any new fee plaza whenever it is operationalised and from time to time.
- q) MSI shall share issue Escalation Matrix with IHMCL
- r) MSI shall deploy adequate number of resources with qualifications and skills commensurate to the job requirement.
- s) MSI shall Indemnify IHMCL against any damage/loss of property or personal of the agency during conduct of assignment.
- t) Master SI shall be responsible for CCH reconciliation with the acquirer bank. Any CCH transactions to be re-uploaded shall be responsibility of Master SI. Also Sending violation transactions post audit at plaza level along with clear supporting images to CCH shall be responsibility of Master SI. The images should be clear enough to identify the vehicle class. In case, image is not clear then MSI shall seek for clear image from respective fee plaza.
- u) Assistance in customer grievance redressal - The Master SI shall provide prompt and time-bound redressal of customer complaints pertaining to ETC transaction generated from fee plazas such as double deduction, overcharging, etc. The Master SI shall provide photo evidence in coordination with LSI. as required for resolution of customer grievances.
- v) To develop the Acquirer mode in accordance with the Interface Control Document "ICD") provided to the Bank by NPCI for the use by toll plaza operators detailing file formats and modalities for sharing data and communicating with the Acquiring Module.
- w) To ensure security and integrity of data being transferred online through appropriate encryption and other security measures
- x) Comply with the business rules relating to toll fare calculation and pass management for every designated toll plaza.
- y) Collection, processing and transfer of data between Plaza ETC Systems and NETC Systems on a timely basis. This shall include but not limited to, transfer of transaction files from Toll Plaza to NETC Systems and dissemination of Exception List form NETC System to toll Plazas every twenty minutes.
- z) The Service Provider shall ensure that there is effective means of acknowledging the receipt of files by the Bank via portal provided by Acquirer bank sharing the status of processing for each transaction.
- aa) The Service Provider shall coordinate with concerned Acquirer Bank with the support of IHMCL if required for providing the portal to monitor the transaction processing at central level.
- bb) For all the FASTag Transactions successfully accepted from the Plaza ETC systems, the same should be processed in real time and posted to Acquiring host.
- cc) Service Provider shall ensure to have checks to avoid duplication of transactions while posting to Acquirer Host.

- dd) In case of any rejection of transaction, Service Provider shall seek for route cause analysis from concerned Acquirer bank and System Integrator and submit the liability report with IHMCL, concerned PIU and concerned agency.
- ee) In case of delays in successfully posting transactions to NETC Switch, any liabilities arising with respect to such transactions (including but not limited to chargebacks) shall be the responsibility of the Service Provider.
- ff) Any other liability arising due to failure of services, shall be the responsibility of the service provider.
- gg) To share the status report of every FASTag Transaction to the concerned toll plaza operator, whether it is a success, failure, declined, on a daily basis.
- hh) To provide restricted (view-only) access to toll plaza operators to view live processing of FASTag Transactions and generate on-demand customizable reports, through an online portal. The Client shall have unrestricted access to all the data and direct the Service Provider to provide access to third parties as it may deem fit.
- ii) Data Retention, Back-up and Restore Operations
- jj) Data for each plaza shall be retained for entire Agreement period on the cloud Server. The Master ESP shall ensure adequate security measure for safeguarding of Toll Transaction data, by providing, off site Disaster recovery or Data Storage mechanism.
- kk) The Master SI shall also be responsible to extract and provide data /information based on requirement of law Enforcement Agencies of Govt. of India/ State based on specific approvals on case-to-case basis.
- ll) However, it will be limited to the data captured in ETC and Toll Management Systems as per standard operations and the data being retained as per retention schedule.
- mm) Data Back-up & Restore - Master SI shall also demonstrate the backup & restore procedure successfully. The Master SI shall prepare and implement a proper Data Backup & Restore policy with IHMCL's approval, to ensure data safety and avoid data loss, in case of any untoward incidents. Such policy shall ensure Back-up & Restore of Toll Transaction data at least once in a week.

6.2.5. Integration with Fee Plaza System

The fee plaza server will process the transactions in the specified format and send it to the Acquirer host system for toll fare calculation and transaction processing. The communication between fee plaza server and the acquirer host shall be online only. The responsibility of providing internet connectivity at the fee 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.

6.2.6. Integration with NETC System

- a) The selected Acquirer bank will integrate their host system with the ETC system (ETC Switch and ETC Mapper) hosted by NPCI. The Acquirer bank has to ensure the transaction data is in the specified format as defined by the ETC System interface specifications.
- b) The Acquirer bank's host system should contain the business rules for toll

fare calculation. On receiving the transaction information from the fee 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) The specifications and processes defined by NPCI / NHAI / MoRTH / IHMCL any other statutory authority should be adhered to.

6.2.7. Online Transaction Processing

- a) The System should support both online and offline means of communication with fee 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 fee plaza operators [i.e. AVC profile, Vehicle Image etc.] for a period of one year.
- b) The Acquirer bank 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 Acquirer host system has to be configured with the applicable toll fare calculation business rules for the acquired fee plaza. The business rules might consist of: -
 - c) Standard fare rules - This includes the rules for calculating toll fare as per the standard fare defined for the vehicle class.
 - d) Exemption rules - This includes different types of concessions be regulated by one or more exemptions applicable for the fee plaza like- Local resident exemption, applicable discounts or concessions on purchase of monthly pass, Distance based toll fare discount or concessions etc.
 - e) The standard and exemption rules are defined by the fee plaza operator (as per the norms stated by concerned authorities). The Acquirer host should support all such business rules defined by the fee plaza operator.
 - f) Transaction Settlement - The Acquirer bank should undertake end-to-end transactions and settlements within defined TAT.
 - g) Violation Management - Acquirer System should have provision to process the violations (due to Vehicle Class Mismatch) raised by the Fee 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.
 - h) Exception list - Acquirer host should be able to receive the exception list, exemption list from NETC through both offline and online channels. The Acquirer host system has to synchronize the exception list with the fee plaza server. The acquirer can get the exception list using one of the following methods or as defined by NPCI and any statutory authorities.
- i) The Acquirer bank's system should periodically fetch the latest exception list from the NETC System and send the same to fee plaza server every 10 minutes. The Fee Plaza server will update this exception list to lane controllers within 10 minutes of its receipt.

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

6.2.8. Exception List

- a) **Blacklist:** A blacklist is a list of tag ID which will not be accepted at fee plaza. NHAI/IHMCL can request Service Provider or acquirer to add/remove the tag ID in the blacklist.
- b) **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.
- c) **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) **Transaction Reconciliation -** Acquirer host should perform transaction reconciliation on daily basis with Fee Plaza operator data and send the report. Acquirer host should also perform the reconciliation with NETC system data and identify the discrepancy transactions. Acquirer host should settle all the transactions which are accepted by NETC system.
- e) **Dispute Handling -** Acquirer Bank shall have all the liability and responsibility to handle dispute resolution with Fee Plaza operator.
- f) The Acquirer bank 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.

6.2.9. Helpdesk for Fee Plaza operator

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

6.2.10. Technical Requirements

- a) The technical requirement for Acquirer system for NETC will be governed by the technical specifications and processes as defined by NHAI / MoRTH / IHMCL or any other statutory authorities.
- b) As per specifications defined by IHMCL, the Acquirer bank should submit detail diagram, data flow information, security maintenance etc. End to End management of the solution should be covered by the Acquirer bank.
- c) The Acquirer bank should submit declaration that the NETC Acquirer system proposed is fully compliant with NHAI / MoRTH / IHMCL specifications.
- d) The Acquirer bank is required to go through NHAI / MoRTH / IHMCL documents on NETC Acquirer and should comply to all technical and

functional requirements.

6.2.11.Help Desk Requirements

A 24x7, 365 days per year, robust online customer / Toll operator support facility for all sorts of issuing / Acquirer 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.

6.2.12. Reporting

1. Acquirer Bank within 1 month from the date of issuance of LoA shall provide Central Monitoring Portal (CMP) with IHMCL. Following reports shall be accessible from the Central Monitoring Portal in the real time manner: -
 - a. Summarized Traffic and Revenue Report
 - b. Vehicle Class wise Summarized Traffic and Revenue Report
 - c. Detailed Transaction Report
 - d. Debit Adjustment Status Report
 - e. Chargeback status report
 - f. Rejected Transaction report (Category wise)
 - g. Detailed rejected transaction report
 - h. Clean vs Violation Transaction report
 - i. Complete details of the POS agents deployed at the Toll plazas
 - a) Daily sale report of FASTag issued by the POS agents
 - b) POS-wise real time stock report of the blank tags available with the POS agents:

S.no.	Name of the Toll Plaza	Name of POS Agent	Mobile no. of POS Agent	Number of Tag available with POS Agent	Number of Tags sold for the day
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Abovementioned report shall be accessible from the web-portal with the format of daily, weekly, fortnightly, Monthly and Half yearly and Yearly basis.

2. On daily basis, Acquirer Bank shall share summarized Traffic and Revenue report and Rejected transaction report in below mentioned format with toll operating agency for the respective fee plaza

Date	XX.XX. XXXX				
S.No	Total Transaction Count	Total Traffic Accepted	Total Revenue Accepted	Total Traffic Rejected	Total Revenue Rejected

Rejected Transaction Report					Date: XX. XX. XXXX
Rejection Category					Total
Data Diff Count	Invalid Format	Blacklist	Category-x	Category-y	

3. Acquirer bank shall ensure to share the detailed rejected transaction report on daily basis with the Toll Operating agency along with liability of rejection cases.
4. Acquirer Bank shall ensure to provision for lane wise traffic report in below mentioned format through Central Monitoring Format and Concessionaire/Toll Agency portal: -

Lane Wise Traffic Count Report							
L01	L02	L03	L0N	R01	R02	R03	R04
Traffic Count							

5. Acquirer Bank within 5 days from start of service at the fee plaza shall ensure to maintain the following lane structure at all allocated fee plaza: -
LHS - L01, L02, L03 ,L04...L0n
RHS - R01, R02, R03, R04....R0n
6. In case, no transaction is received from any fee plaza above 30 min, Acquirer Bank shall ensure to send auto generated email with concerned toll operating agency, respective PIU, Respective System Integrator. (Email ids shall be provided by IHMCL and respective PIU)
7. Acquirer Bank shall ensure to settle the amount for all rejected transactions where the liability of rejection lies with them in T+1 day. Any delay in settlement shall attract penalty as per SLA.

6.2.13. Time period for the service

Time period envisaged for the engagement is 2 years. Upon completion of the engagement, IHMCL may consider extending the tenure by another 2 years with same “% of acquired transaction value” as quoted by the L-1 Bidder for the RFP and matched by the respective Acquirer Bank(s).

7. Service Level Agreement

7.1. General Terms

- i. The Acquirer Bank shall meet the service levels specified herein and shall be subject to levy of default charge by IHMCL in case of any deficiency in service levels, at the rates and manner specified herein. These default charges shall be over and above compensation of any loss caused to other participants/ parties, bearing of transactions amount (in part or full) due to any default in service and any penalties/ default charges levied under *inter se* agreements between participants.
- ii. IHMCL shall issue notice to Acquirer Bank on report of deviance in service levels as per this Service Level Agreement (SLA) document leading to levy of default charges (T - Date of Intimation).
- iii. Acquirer Bank may provide responses in their clarification along with supporting evidences within T + 5 calendar days. In the event of no response from the Acquirer Bank, the claim will be deemed accepted and the default charges shall be imposed as per SLA.
- iv. IHMCL shall review the responses/ clarifications from Acquirer Bank and consider the same while working out the default charges. The decision of IHMCL shall be final in this regard.
- v. The Service Level Agreement (SLA) parameters shall be monitored, and default charges will be computed on monthly basis (except where otherwise specified).
- vi. The following exemptions shall be allowed in monitoring of service levels for imposition of default charges:
 - a. Any downtime due to scheduled/ planned maintenance activities (not exceeding one instance of maximum 8 hours per month) by any party carried out with minimum three working-days advance intimation to IHMCL, Central Clearing house (CCH) and other parties impacted.
 - b. Force majeure events, vandalism, disruption of internet services and any other event beyond reasonable control of the affected party, allowed by IHMCL.

The above exemptions shall be allowed only if the party concerned has taken all reasonable actions to avoid/ minimize downtime due to the above events.

- vii. The formula for calculation of uptime/ availability shall be as follows:

System Uptime = $[1 - \{A/(B - C)\} * 100]$, where

A = Time for which system is down per month

B = Total time in a month

C = Scheduled downtime (as mentioned in (VI) above)

- viii. Acquirer Bank shall submit system-generated logs/ reports, as specified for various SLA parameters, duly certified by an authorized officer of the bank within 7 days of sub-sequent month. IHMCL shall also take into consideration the escalations/ evidences from various project stakeholders such as Concessionaires, Toll

- Operators, Customers, Central Clearing house (CCH), Issuer Banks, etc. to assess the SLA deviations.
- ix. All technical terms shall be in line with the definition provided in the Interface Control Document (ICD) version 2.4/ 2.5 or as amended from time to time, as applicable.
 - x. Calendar day mean any day in a calendar month. Working day shall mean any working day as declared by the RBI.
 - xi. Default charges payable by the Acquirer Bank to IHMCL for a month shall be capped at ten percent (10%) of the total Acquirer fee for the Bank for the given month. This capping shall not include compensation to the toll operator/ other member participants for any default in service levels or any other reasons.
 - xii. The default charges as defined in this document shall be applicable from the date of issuance of this document.
 - xiii. In case of repetitive defaults from the Acquirer Bank (three or more instances of total default charges hitting the monthly cap in a continuous period of 12 months), IHMCL reserves the right to take appropriate steps as deemed fit, which may include termination of the Agreement and /or debarring the defaulting bank from the NETC Programme.
 - xiv. The Acquirer bank shall submit and maintain a NACH mandate of Rs. 10,000,00 (Rupees ten lakhs) to IHMCL for recovery of default charges.
 - xv. IHMCL, in its sole discretion, may review the SLAs on yearly basis and may amend the same in consultation with Acquirer Bank and other participants of NETC. Till such time, any revision is mutually agreed, the existing SLAs will continue to be in force.

7.2. SLA for Acquirer Banks

The Service Levels and corresponding Default Charges for the Acquirer Banks shall be as under:

Sl. No.	Service Description	Service Level Requirement	Default Charges (In addition to financial liability) payable to IHMCL	Remarks, if any
1.	Processing of Toll Transaction	<p><u>In case of ICD 2.4 Implementation</u></p> <p>The Acquirer Bank shall ensure processing of toll transactions within following time limits (transaction reaching Central Clearing house (CCH) switch from the time it is placed by Fee plaza SI on its SFTP server):</p> <ul style="list-style-type: none"> • 99% transactions within 10 minutes 	Rs. 50,000 per drop of 1% or part thereof from the specified service level requirements	The service level shall be measured based on certified log/ reports provided by the Acquirer Bank to IHMCL

Sl. No.	Service Description	Service Level Requirement	Default Charges (In addition to financial liability) payable to IHMCL	Remarks, if any
		<ul style="list-style-type: none"> • 100% transactions within 1 hour <p><u>In case of ICD 2.5 Implementation</u> The Acquirer Bank shall ensure processing of toll transactions within following time limits (transaction reaching Central Clearing house (CCH) switch from the time it is pushed by Fee plaza SI to Acquirer Bank's system):</p> <ul style="list-style-type: none"> • 99% transactions within 5 seconds • 100% transactions within 1 hour 		
2.	Processing of blacklists updates	<p>The Acquirer bank shall ensure that :</p> <ul style="list-style-type: none"> • SFTP folder of Toll Plaza is updated every 3 minutes (3 minutes will be calculated from the time of Blacklist_Diff file uploaded at SFTP). (ICD 2.4) • Latest status of the Tag is available for SI to pull from Acquiring host within 3 minutes of publishing by Clearinghouse (For ICD2.5)" 	Rs. 50,000 per fee plaza in case the number of instances of delays are more than 10 for a fee plaza in a month.	The service level shall be measured based on log/ reports provided by the Acquirer Bank to IHMCL
3.	Sharing blacklist INIT file	The Acquirer Bank shall ensure that SFTP folder of Toll Plaza is updated once every week- with cutoff of Monday 23:59:59. The File to be shared every Tuesday before 02:00 AM.	Rs. 1,000 per fee plaza per instance of delay in case the number of instances of delays are more than 1 for a fee plaza in a month.	The service level shall be measured based on log/ reports provided by the Acquirer Bank to IHMCL

Sl. No.	Service Description	Service Level Requirement	Default Charges (In addition to financial liability) payable to IHMCL	Remarks, if any
4.	Entry of discount tag in blacklist file	The Acquirer Bank shall ensure that no tag in discount list (Monthly pass, Local Monthly pass and Global Exemption) is included in the blacklist file.	Rs. 2,000 per wrong entry of tag in blacklist file per day.	The penalty will be charged based on the complaints received to IHMCL
5.	Duplicate Transactions	Acquirer Banks to reject duplicate transactions at Acquirer host.	Rs. 1,000 in case the number of wrong/ fraudulent transactions not filtered out are more than 10 in a month	The service level shall be measured based on log/ reports provided by the Acquirer Bank/ NPCI to IHMCL
6.	Sharing of TRC (Transaction Reconciliation) and VRC (Violation Reconciliation) files	The Acquirer Bank shall ensure that the TRC and VRC files are pushed on Fee plaza SFTP server in case of ICD 2.4 implementation or available for pull by Fee plaza SI in case of ICD 2.5 implementation: <ul style="list-style-type: none"> • 99% within 30 minutes of day completion • 100% within 5 hours of day completion 	Rs. 2,000 per fee plaza per instance of delay in case the number of instances of delays are more than 2 for a fee plaza in a month.	The service level shall be measured based on log/ reports provided by the Acquirer Bank to IHMCL
7.	Sharing of Chargeback details with Toll Operator post receipt in EGCS	The Acquirer Bank shall ensure that Chargeback transaction details with relevant supporting details are pushed on Fee plaza SFTP server in case of ICD 2.4 implementation or available for pull by Fee plaza SI in case of ICD 2.5 implementation within 30 minutes of receiving by Central Clearing house (CCH) from Issuer Bank (on working days).	Rs. 2,000 per instance of delay beyond 2 instances of delays for a fee plaza in a month.	The service level shall be measured based on log/ reports provided by the Acquirer Bank to IHMCL
8.	Settlement of transactions	Acquirer Bank shall transfer the amount	Rs. 20,000 per instance of delay in transfer of funds to	The service level shall be measured based on

Sl. No.	Service Description	Service Level Requirement	Default Charges (In addition to financial liability) payable to IHMCL	Remarks, if any
	(clean transactions as well as violation transactions)	payable for all clean and violation transactions to the Toll Operator's bank account within 60 minutes of receiving funds from Central Clearing house (CCH) for each settlement cycle (on working days).	the Toll Operator (over and above the interest payable to the Toll Operator for delay in transfer of funds at the rate equal to RBI's Bank Rate + 5%), on daily basis)	log/ reports provided by the Acquirer Bank to IHMCL
9.	Adherence to TAT defined in PG/ICD	Acquirer Bank shall ensure that all activities at its end are carried out within the turn-around time (TAT) specified in latest versions of Procedural Guidelines/ ICD documents	Rs. 1,000 if no. of instances of delay beyond specified TAT exceeds 10 in a month	This service level shall include all such activities for which separate SLAs have not been specified. The service level shall be measured based on log/ reports provided by the Acquirer Bank to IHMCL.
10.	Availability of Acquirer host system	The Acquirer Bank shall ensure availability of Acquirer host system to a level of 99.50% or more	Acquirer Host System Availability <ul style="list-style-type: none"> • More than 99.0% up to 99.5% - Rs. 50,000 • More than 98.0% up to 99.0% -Rs. 1 lakh • Less than or equal to 98.0% - Rs. 1.5 lakh + Rs. 1 lakh for each one per cent drop or part thereof beyond 98% 	The service level shall be measured based on log/ reports provided by Acquirer Bank to IHMCL
11.	Mapping of Toll Operator's bank account for settlement of funds	Acquirer Bank shall map the bank account details as per instruction by NHAI/ IHMCL with effective date as directed by NHAI/IHMCL.	Rs. 50,000 per day of delay in mapping of bank account details. The default charge shall be over and above: <ul style="list-style-type: none"> • the interest payable to the Toll Operator for delay in transfer of funds at the rate equal to RBI's Bank Rate + 5%), on daily basis, and • Complete liability of wrong transfer of funds to the old bank account. 	IHMCL/NHAI shall give minimum 2 working days' advance intimation to Acquirer Bank for mapping of bank account.
12.	Fee plaza Roll-over	The Acquirer Bank shall ensure smooth roll-over of fee plaza in case of change of the Acquirer Bank	Default charge of Rs. 1 lakh in case any transactions are lost due to issue in roll-over (over and above bearing the loss of toll operator)	The default charge shall be imposed on outgoing or incoming acquirer bank depending upon the responsibility for the loss of transactions.
13.	Filtering out wrong/	The Acquirer Bank shall filter out and	Rs. 10,000 in case the number of wrong/ fraudulent	The service level shall be measured based on

Sl. No.	Service Description	Service Level Requirement	Default Charges (In addition to financial liability) payable to IHMCL	Remarks, if any
	fraudulent transactions	reject wrong/ fraudulent transactions such as duplicate transactions, manual transactions etc.	transactions not filtered out are more than 100 in a month	log/ reports provided by the Acquirer Bank/ Central Clearing house (CCH) to IHMCL
14.	Setting up of FASTag Point-of- Sale (PoS) at Fee plaza	Acquirer Bank shall set up at least one dedicated Point of Sale (PoS) for issuance and recharge of FASTag at each fee plaza acquired by it. The POS shall be operational between 9 AM to 6 PM on all working days.	Rs. 1,000 per day for each working day on which the Point-of-sale (PoS) is not available/ working at the fee plaza.	The service level shall be measured based on log/ reports/attendance provided by the Acquirer Bank/ Toll Operator to IHMCL. IHMCL reserved the rights to monitor the attendance of the Point of Sale (POS) representatives through mobile application or any other methods.
15.	Complaints by Toll Operators/ Concessionaires to IHMCL/NHAI	The Acquirer Bank shall ensure zero complaints from Toll Operators/ Concessionaires to IHMCL/ NHAI	Default charge of Rs. 1 lakh if no. of complaints received from Toll Operators/ Concessionaires are equal to or more than in a month: <ul style="list-style-type: none"> • 5 complaints of Severity level 1 • 3 complaints of Severity level 2 • 1 complaint of Severity level 3 	<ul style="list-style-type: none"> • Severity level 1 complaint means issues causing inconvenience to the Toll Operator/ Concessionaire but not impacting it financially (such as delay in providing reports/ MIS etc.) • Severity level 2 complaint means issues impacting toll operator/ concessionaire moderately (such as frequent delay in updating INIT files, blacklist updates etc.) • Severity level 3 complaint means issues impacting toll operator/ concessionaire significantly (such as frequent delays in transfer of funds, delays in resolution of chargeback/ violation transactions etc.).
16.	Marketing and promotional activities	The Acquirer bank shall spend minimum 2% of the revenue generated from	<ul style="list-style-type: none"> • Default charge of Rs. 1 lakh per quarter in case, the spend on marketing activities is less than 2% but more than 1% of the 	This service level shall be monitored on quarterly basis, based on certified report

Sl. No.	Service Description	Service Level Requirement	Default Charges (In addition to financial liability) payable to IHMCL	Remarks, if any
		FASTag programme on marketing/ promotional/ user awareness activities	revenue generated from FASTag programme <ul style="list-style-type: none"> Default charge of Rs. 2.5 lakh per quarter in case, the spend on marketing activities is less than or equal to 1% of the revenue generated from FASTag programme 	submitted by the Acquirer Bank
17.	Compliance with decisions/ directions of NETC Steering Committee	The Acquirer Bank shall comply with the decisions/ directions of NETC Steering Committee, within the timelines prescribed in such decisions/ directions.	Default charge between Rs. 50,000 to Rs. 5, 00,000 (depending upon the nature of directions, extent of non-compliance, etc.) per instance of non-compliance or part-compliance.	
18.	Compliance with applicable laws and guidelines/ directions of Govt. authorities	The Acquirer Bank shall comply with all the applicable laws and guidelines/ directions of Govt. authorities (including Reserve Bank of India, Ministry of Electronics and IT) issued from time-to-time including but not limited to KYC, cyber security, data security, data privacy etc.	Default charge between Rs. 50,000 to Rs. 5, 00,000 (depending upon the nature and extent of non-compliance) per instance of non-compliance or part-compliance.	
19.	Designated Officer to respond to RTIs and public grievances forwarded by IHMCL	The Acquirer Bank will designate an Officer to respond to RTIs and public grievances forwarded by IHMCL and dealing with complaints received from consumer courts.	Default charge of Rs. 2,000 per day of delay in designating the Officer.	
20.	Timely response to RTIs and public grievances forwarded by IHMCL	The Acquirer Bank shall submit its response to RTIs and public grievances along with all required information within two working days to IHMCL.	Default charge of Rs. 5,000 per delayed response per day of delay.	
21.	Timely response/	The Acquirer Bank shall submit its	Default charge of Rs. 5,000 per day of delay in response/	

Sl. No.	Service Description	Service Level Requirement	Default Charges (In addition to financial liability) payable to IHMCL	Remarks, if any
	compliance to IHMCL's requests regarding consumer courts matters	response/ comply with IHMCL's requests related consumer courts matters, within the time specified by IHMCL.	compliance.	

8. ANNEXURE

8.1. Annexure 1: Bid Covering Letter

(In the letterhead of the Bidder)

To
Chief Operating Officer
Indian Highways Management Co. Ltd. (IHMCL)
G-5&6, Sector 10 Dwarka
New Delhi 110 075

Sub: Request for proposal (RFP) for Selection of Acquirer Bank for Delhi-Amritsar-Katara Expressway (DAKE) on National Highways

Ref. No. RFP. No. _____ dated _____ -

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 Bid. Our Bid 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 Bid/Proposal, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite Bid 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 Bid is found incorrect, then the Bid will be rejected
- c. IHMCL is not bound to accept any/ all Bid (s) it will receive.

4. I/We declare that:

- a) I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for Selection of Acquirer Bank at National Highways Fee Plazas, without incurring any liability to the Bidders, in accordance with relevant clause of the RFP Document
- b) We undertake that in case, due to any change in facts or circumstances during the Bidding Process, we become liable to be disqualified in terms of the provisions of disqualification, we shall intimate IHMCL of the same immediately.
- c) We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the contract is not awarded to us or our Proposal is not opened.
- d) We undertake that none of the hardware/software/other component being proposed by us infringes on any patent or intellectual property rights as per the applicable laws.
- e) I/We have not been **blacklisted or debarred** by any government

department/agency/PSU for material non-performance or contractual non-compliance in the last 3 years as on bid due date.

- f) I/We undertake that we shall adhere with the scope of work, technical requirement and Service Level Agreement as set out in this RFP for the fee plazas allocated to us by IHMCL.
 - g) I/We undertake that we are certified Acquirer Bank under NETC program and the certification is valid as on the bid due date.
5. I/We declare that our bid is valid for 180 days.

Name

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

8.2. Annexure 2: Brief Information about the Bidder

(In the letterhead of the Bidder)

Sub: Selection of Acquirer Bank Delhi-Amritsar-Katara Expressway (DAKE) on National Highways Bidder Details

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

1. Address for correspondence with Telephone/ Fax numbers/ e-mail address:

- (a) Authorized Person with Complete postal address:
- (b) Fixed telephone number
- (c) Mobile number
- (d) E-mail address
- (e) Official Bank (for returning EMD)
- (f) Bank Account Name, Number, IFSC Code (for returning EMD)

Name

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

8.3. Annexure 3: Undertaking

(In the letterhead of the Bidder)

Sub: Selection of Acquirer Bank for Delhi-Amritsar-Katara Expressway (DAKE) on National Highways

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither our Company/firm M/s _____ have abandoned any work of National Highways Authority of India/IHMCL nor any contract awarded to us for such works have been rescinded, during last three years prior to the date of this bid.
3. The undersigned hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by IHMCL to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that IHMCL may ask for further qualifying information, and agrees to furnish any such information at the request of IHMCL.
5. We confirm that we have not been blacklisted or debarred by any government department/agency/PSU for material non-performance or contractual non-compliance in the last 3 years as on bid due date.
6. We confirm that no criminal proceeding is pending against our company/firm or any of its Directors/ Partners in any court of law.
7. We confirm that we have not been convicted by any court of law for any of the offences under any Indian laws.

(Signed by an Authorized Officer of the bidder)

Title of Officer

Name of bidder

DATE

8.4. Annexure 4: Anti-Collusion Certificate

(In the letterhead of the Bidder)

To
Chief Operating Officer
Indian Highways Management Co. Ltd. (IHMCL)
G-5&6, Sector 10 Dwarka
New Delhi 110 075

Sub: Request for Proposal for Selection of Acquirer Bank for Delhi-Amritsar-Katara Expressway (DAKE) on National Highways Plazas

Ref. No. RFP. No. _____ dated _____ -

Dear Sir,

- i. I/ We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, I / we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
- ii. I/We hereby certify and confirm that in the preparation and submission of our Proposal, I/we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.
- iii. I/We further confirm that we have not proposed nor will proposal any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

(Signed by an Authorized Officer of the bidder)

Title of Officer

Name of bidder

DATE

8.5. Annexure 5: Self Certification on Experience

(In the letterhead of the Bidder)

Sub: Request for Proposal for Selection of Acquirer Bank for Delhi-Amritsar-Katara Expressway (DAKE) on National Highways

1. Undertaking Details

a. Name of Bidder:

b. Details of Fee Plazas where closed loop acquiring services have been provided by the bidder for more than one year:

Sl. No.	Name of Fee Plaza	Go -Live Date	Duration for which Acquiring Services provided (till Bid Due Date)

c.

Name

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

8.6. **Annexure 6: Power of Attorney/Letter of Authorization**

Know all men by these presents, we, M/s..... (Name of Firm/ 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 quotation for empanelment as the agency for -----, proposed by Indian Highways Management Co. Ltd., including but not limited to signing and submission of all bids, proposals 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 proposal and generally dealing with IHMCL in all matters in connection with or relating to or arising out of our proposal for the said assignment 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 Authorized 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 Authorized Representative 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 PURSUANT TO THE RESOLUTION DATED OF THE BOARD OF DIRECTORS IN THAT BEHALF CAUSED ITS COMMON SEAL, EXECUTED THIS

POWER OF ATTORNEY ON THIS..... DAY OF, 2021

For.....
(Signature, name, designation and address)

Witnesses:

1.

2.

Notarized

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 notarized by a notary public.***

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

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

Note: It is clarified that Bidders may submit equivalent documents (for example, delegation of power, board resolution copy), in lieu of this document, as applicable

8.7. Annexure 7: Format for Performance Bank Guarantee

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

WHEREAS _____ [Name and address of Agency] (hereinafter called “the Service Provider”) has decided to apply to IHMCL for providing services, in pursuance of IHMCL letter of work award No. _____ dated dd/mm/yyyy for “Request for Proposal for Selection of Acquirer Bank for Delhi-Amritsar-Katara Expressway (DAKE) on National Highways ” ” (hereinafter called the “Contract”).

1. AND WHEREAS it has been stipulated by IHMCL in the said letter that the Service Provider shall furnish a Bank Guarantee for the sum specified therein as security for compliance with his obligations in accordance with the terms & conditions of the Contract Agreement.
2. AND WHEREAS we have agreed to give the Service Provider such a Bank Guarantee:
3. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider up to a total of `/- (Rupees only, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ` /- as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.
4. We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.
5. We further agree that no change or addition to or other modification of the terms of the service provider or of the works to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.
6. We undertake to pay to the IHMCL any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider(s) shall have no claim against us for making such payment.
7. The liability of the Bank under this Guarantee shall not be affected by any

change in the constitution of the Service Provider or of the Bank.

8. This guarantee shall also be operable at our _____ branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

9. This bank guarantee shall be valid from

10. Notwithstanding anything contained herein:

(i) Our liability under this Bank Guarantee shall not exceed `/-

(ii) The Bank Guarantee shall be valid up to.....

(iii) We are liable to pay the Guarantee amount or any part thereof under this Guarantee only and only if you serve upon us a written claim or demand on or before

Name:

Date:

Designation:

Employee Code Number:

Telephone Number:

Name of issuing bank branch _____

Address _____

Telephone number _____

E-mail: _____

Name of bank branch at New Delhi _____

Address _____

Telephone number _____

E-mail: _____

Name of controlling bank branch _____

Address _____

Telephone number _____

E-mail: _____

* The bank guarantee shall be verified through SFMS package.

8.8. Annexure 8: Format for Bank Guarantee for EMD

B.G. No.

Dated:

To,

COO,

Indian Highways Management Company Ltd (IHMCL)

G-5&6, Sector 10 Dwarka

New Delhi - 110075

1. WHEREAS M/s..... (a company registered under the Companies Act, 2013) and having its registered office at) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns) desires to submit bids for “<RFP Name>” against IHMCL’s RFP No. _____

2. AND WHEREAS the said RFP requires the bidder(s) to furnish an Earnest Money Bank Guarantee (EMBG) along with their bids for the sum specified therein as security for compliance with his obligations in accordance with the said RFP.

3. AND WHEREAS at the request of the Bidder, we (..... Name of the Bank) having our registered office at..... and one of its branches at (hereinafter referred to as the “Bank”), have agreed to issue such a Bank Guarantee.

4. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder for the sum of INR 10 (Rupees Ten Lakh) only, and we undertake to pay you, upon your first written demand and without cavil or argument, and without reference to the Bidder, any sum or sums within the limits of INR 10 Lakh (Rupees Ten Lakh) only as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

5. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the RFP Documents (hereinafter referred to as “Bidding Documents”) shall be final, conclusive and binding on the Bank.

6. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set-forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

7. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one

hundred and eighty) days after the Bid Due Date. The claim period shall be 60 (sixty) days thereafter or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

8. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.

9. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.

10. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

11. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

12. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim. This guarantee shall also be operable at our _____ branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

13. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

14. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.

15. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.

16. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR 10 lakh (Rupees Ten Lakh). The Bank shall be liable to pay the said amount or any part thereof only if.

the Authority serves a written claim on the Bank in accordance with relevant paragraph hereof, on or before (indicate date falling 180+60 days after the Bid Due Date).

(Signature of the Authorized Signatory)

(Official Seal)

Name:

Date :

Designation:

Employee Code Number:

Telephone Number:

Name of issuing bank branch _____ Address _____ Telephone number _____ E-mail: _____

Name of bank branch at New Delhi _____ Address _____ Telephone number _____ E-mail: _____
--

Name of controlling bank branch _____ Address _____ Telephone number _____ E-mail: _____

Note: - The Bank Guarantee needs to be verified through SFMS package. IHMCL bank account details for SFMS package are mentioned as below: -

A/c Holder Name = Indian Highways Management Company Limited

Bank Name	=	Canara Bank
A/c No.	=	8598201006217
IFSC	=	CNRB0008598
Branch	=	Delhi NHAI Dwarka Branch New Delhi-110075

8.9. Annexure 9: Document Checklist for Technical Bids

S.No.	Annexure Number	Annexure Description	Upload Status (Yes/No)	Reference to Technical Proposal, page no. etc.
1.	Annexure 1	Bid Covering Letter		
2.	Annexure 2	Brief Information about the Bidder		
3.	Annexure 3	Undertaking		
4.	Annexure 4	Anti-Collusion Certificate		
5.	Annexure 5	Self-Certification on Experience		
6.	Annexure 6	Power of Attorney/Letter of Authorization/ delegation of power/ board resolution copy etc., as applicable		
7.	Annexure 8	Format for Bank Guarantee for EMD/ Submission proof of EMD in IHMCL Bank account/DD as applicable		
8.	Any other relevant document in support of Eligibility Criteria			

8.10. Annexure 10: Pre-bid Query Format**(To be submitted in Excel Format ONLY)**

Name of Bidder: _____

SI #	Ref to RFP (Clause, Page no.)	Category of Query (Technical/ Legal/ General/ Others)	Original Clause of RFP	Clarification Sought
		Technical		
		Legal		
		General		
		Others		

Bidders are required to submit their queries in the above format ONLY.

8.11. Annexure 11: Format for Financial Proposal

(To be submitted **ONLY** via in the excel format uploaded on the e-tender website) The following format is included for reference only

Name of the Project:	
Selection of Acquirer Bank across for Delhi-Amritsar-Katara Expressway (DAKE) on National Highways (RFP No. IHMCL/NETC/Acquirer bank/2024/01)	
Name of Bidder:	
RFP Publishing Date	15 February 2024

Parameter	Quoted Value (In Percentage) *
% of acquired ETC transaction value for each transaction - "Acquirer Rate" (Up to max. 2 decimal points)	
In words	

*Excluding GST

Note: Any digit(s) beyond 2 decimal point will not be considered for evaluation.

8.12. Annexure 12: List of Public funded fee plazas on National Highways

The list of fee plazas as mentioned in Annexure- 12 is indicative only. Please note the list of the toll plazas are indicative only IHMCL/NHAI reserves the right to increase or decrease the toll plazas on its sole discretion.

S. No.	Location of Fee Plaza (chainage)
(1)	(2)
1.	Km 8.500* Fee Plaza at Hassangarh Village, Dist. Rohtak
2.	Km 14.072 Fee Plaza at Humanyupur Village, Dist. Rohtak
3.	Km 36.281 Fee Plaza at Puthi village, Dist. Sonipat
4.	Km 55.670 Fee Plaza at IssapurKherivillage Dist. Sonipat
5.	Km 79.090 Fee Plaza at Jamni Village, Dist. Jind
6.	Km 87.124 Fee Plaza at Alewa Village, Dist. Jind
7.	Km 117.208 Fee Plaza at KharakPandwa Village, Dist. Kaithal
8.	Km 138.062 Fee Plaza at GulzarpuraTharua Village, Dist. Patiala
9.	Km 157.089 Fee Plaza at GhaggaVillage, Dist. Patiala
10.	Km 185.414 Fee Plaza at village Phaguwala Dist: Bhawanigarh

11.	Km 216.858 Fee Plaza at village Ahemdabad Dist: Malerkotla
12.	Km 227.721 Fee Plaza at village Balewal Dist: Malerkotla
13.	Km 251.971 Fee Plaza at village Ballawal Dist: Ludhiana
14.	Km 262.098 Fee Plaza at village Dakha, Dist: Ludhiana
15.	Km 272.683 Fee Plaza at village Batha Dua, Dist: Ludhiana
16.	Km 275.895 Fee Plaza at village Walipur Kalan, Dist: Ludhiana
17.	Km 292.824 Fee Plaza at village UppalKhalsa, Dist: Jalandhar
18.	Km 306.352 Fee Plaza at village Kang Sabu, Dist: Jalandhar
19.	Km 321.492 Fee Plaza at village Mand, Dist: Jalandhar
20.	Km 333.476 Fee Plaza at village Dayalpur, Dist: Jalandhar
21.	Km 360.433 Fee Plaza at village Machrai, Dist: Gurdaspur
22.	Km 378.189 Fee Plaza at village Kottodar mall, Dist: Gurdaspur

23.	Km 396.305 Fee Plaza at village Thanewal, Dist: Gurdaspur
24.	KM 481+150 NH-44
25.	KM 486+993 Samba-Pangdour ODR (link road to SIDCO Complex)
26.	KM 425+000 NH-54
27.	KM 428+100 Pathankot link
28.	KM 438+780 State Road
29.	KM 451+671 NH-44
30.	KM 465+799 State Road