Request for Proposal (RFP) - Selection of Service Provider for Online Sale of NHAI FASTag on E-Commerce portals such as Amazon, Flipkart etc.

RFP Reference No.: IHMCL/FASTag/Online/2019/01

Indian Highways Management Company Limited (IHMCL)
Sector-19, Dwarka, New Delhi-110075

DISCLAIMER

The information contained in this document 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 document and such other terms and conditions subject to which such information is provided.

This document 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 document is to provide interested parties with information that may be useful to them in making their technical/ financial offers ("Bid(s)") pursuant to this document. This document 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 document 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 document. The assumptions, assessments, statements and information contained in this document, 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 document and obtains independent advice from appropriate sources.

Information provided in this document 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 make no representation or warranty and shall have no liability to any person, including any applicant or 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 document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the document and any assessment, assumption, statement or information contained therein or deemed to form part of this document or arising in any way for participation in this Bid.

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 document. 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 document.

The issue of this document does not imply that IHMCL is bound to select a Bidder or to appoint the Successful Bidder for the Project and IHMCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all their costs associated with or relating to the preparation and submission of their 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 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.

DOCUMENT COMPOSITION

This document comprises of the following parts:

PART – I: LETTER OF INVITATION

PART – II: SCHEDULE OF THE TENDER (Key Dates)

PART – III: INSTRUCTIONS TO BIDDERS

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PART – I: LETTER OF INVITATION
1.1 NOTICE INVITING APPLICATION

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

Name of Work	Document Fees (Non-refundable)	EMD (Earnest Money Deposit)	Closing date and time
SELECTION OF SERVICE PROVIDER FOR ONLINE SALE OF NHAI FASTag ON ONLINE SELLING PLATFORMS like AMAZON, FLIPKART, etc.	Rupees Five Thousand Only (INR 5,000)	Rupees One Lakh Only (INR 1,00,000) per e-commerce portal	28th November 2019 (Upto 1500 hrs IST)

b) All clarifications/ corrigenda will be published only on the e-procurement portal http://etenders.gov.in, IHMCL website www.ihmcl.com.

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

d) The eligibility criteria of the agency/service provider are elaborated in subsequent sections/pages.

1.2 DEFINITIONS

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

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

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

"Bidder" means, a company which participates in the Bid process and submits its proposal pursuant to this RFP.

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

"Contract" shall mean & include RFP, Notice for Inviting Tender (NIT), the tender documents and letter of acceptance thereof and the formal agreement, to be executed between IHMCL and the Service Provider 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

"ETC" A subsystem capable of electronically charging a toll to an established customer account by reading a number matched to an account and encoded on a transponder that is mounted on a vehicle. Lane level equipment consists of an overhead mounted antenna, a transceiver/modulator for processing RF signals, a reader/controller for both verification processing and data storing, and a vehicle mounted transponder.

"ETC Transaction" means any transaction captured under the ETC program.

"FASTag" is a device that employs Radio Frequency Identification (RFID) technology for making toll payments directly from the account linked to it.

"IHMCL" means Indian Highways Management Company Ltd.

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

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

"**Local Currency"** means the Indian Rupees

"MoRTH" means Ministry of Road Transport and Highways

"NHAI" means National Highways Authority of India

"Party" shall mean IHMCL or Bidder individually and "Parties" shall mean IHMCL and Bidder collectively.

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

"POS Location" shall refer to locations that shall be deployed by IHMCL for the purpose of FASTag sales. These may include National Highways Toll Plazas, RTOs, transport hubs, and other locations as may be specified by IHMCL.

"RFP" shall mean this Request for Proposal dated 23 October 2019, including the written clarifications & Corrigendum/Addendum issued by IHMCL in respect of the RFP from time to time.

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

"Successful Bidder" means the Bidder, who, after the complete evaluation process, has been issued the Letter of Award by IHMCL

"Service Provider" means the Successful Bidder who has executed the contract with IHMCL and has complied with other requirements as specified in this RFP to the satisfaction of IHMCL

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.

PART – II: SCHEDULE OF THE TENDER (KEY DATES)

Sl. No.	Event Description	Key Dates / Time
1.	Invitation of RFP	22nd November, 2019
2.	Bid Due Date (for online submission)	28th November 2019 (Up to 1500 Hrs IST)
3.	Physical submission of • Document Fee • EMD/Bid Security • Power of Attorney • Any other relevant document(s) as per RFP Physical submission shall be done at IHMCL office.	till 1530 Hrs IST on 28th November 2019
4.	Opening of Technical Bids (All bidders are requested to be present)	at 16:00 Hrs 29th November 2019
5.	Opening of Financial Bid (Technical Qualified bidders are requested to be present)	within 10 days from Bid Due Date
6.	Letter of Award (LOA)	Within 15 days of Bid Due Date
7.	Letter for Commencement of Services (post verification of Bank Guarantee)	Within 7 days of issuance of LOA
8.	Validity of Bid	120 days from Bid Due Date
9.	Signing of Agreement	Within 20 days of award of LOA

PART – III: INSTRUCTIONS TO BIDDERS (ITB)

BID CONDITIONS

1.1 <u>INFORMATION</u>

The Bidders are invited to submit Technical, and Financial Proposals (collectively called as "The Proposal"), as specified in this RFP, for SELECTION OF SERVICE PROVIDER FOR ONLINE SALE OF NHAI FASTag ON E-COMMERCE PORTALS SUCH AS AMAZON, FLIPKART, ETC. as specified by IHMCL. Details on the format(s) of submission and list of necessary supporting documents are provided in following sections. The term "Bidder" refers to the entity participating in this bidding. The Proposal will form the basis for contract signing with the selected bidder.

Website for accessing RFP is http://etenders.gov.in. The Bidders shall submit the proposal as per criteria laid down in the RFP. The tender process timelines are mentioned in the section – "Part – II: Schedule of the Tender".

1.2 <u>BIDDING FEES</u>

a. **<u>Document Fee:</u>** The document fee shall be submitted, as a part of the proposal, in the form of Bank Draft of INR 5,000/- (INR Five Thousand only) from a scheduled Indian Bank approved by RBI drawn in favour of "Indian Highways Management Company Limited" payable at New Delhi, India, as a non-refundable processing fee. Proposals not containing the document fees will be rejected.

b. **<u>Bid Security/Earnest Money Deposit (EMD):</u>** The bid security/Earnest Money Deposit (EMD) for a sum of INR 1,00,000/- (INR One Lakh) per e-commerce portal shall be submitted, as a part of the proposal, in the form of a Demand Draft, from a scheduled Indian Bank approved by RBI drawn in favour of "Indian Highways Management Company Limited", valid up to 180 (one hundred and eighty) days from the date of receipt of proposal, payable at New Delhi. Proposals not containing the earnest money deposit will be rejected.

IHMCL will not be liable to pay any interest on bid security deposits. Bid security of technically qualified but unsuccessful Bidders shall be returned, without any interest, within two months after acceptance of LOA by selected Bidder or when the selection process is cancelled by the IHMCL. The Successful Bidder's Bid Security shall be returned, without any interest, post the Successful Bidder signing the contract and furnishing the Performance Bank Guarantee in accordance with provisions of the RFP and contract.

IHMCL will be entitled to forfeiture and appropriation of the bid security as mutually agreed loss and damage payable to IHMCL in regard to the RFP without prejudice to the IHMCL's any other right or remedy under the following conditions:
(i) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RFP (including the Standard Form of Contract);
(ii) If any Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time,
(iii) In the case of the Successful Bidder, if the Successful Bidder fails to sign the contract or provide the Performance Bank Guarantee within the specified time limit, or

(iv)   If the Bidder commits any breach of terms of this RFP or is found to have made a false representation to IHMCL.

1.3 GENERAL

IHMCL defines, for the purposes of this provision, the terms set forth below:

a. IHMCL reserves the right to make inquiries with any of the Clients listed by the Bidders in their previous experience record. If it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process, IHMCL will, without prejudice to its any other rights or remedies, consider forfeiture and appropriation of the Bid Security, as mutually agreed genuine pre-estimated compensation and damages payable to IHMCL for, inter alia, time, cost and effort of IHMCL, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

b. IHMCL will reject a proposal for award if it determines that the Bidder has engaged in corrupt or fraudulent activities in competing for the contract in question.

c. IHMCL will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the contract.

d. For the purposes of this RFP, the following terms shall have the meaning hereinafter respectively assigned to them:
   (i)   "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of IHMCL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of IHMCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of IHMCL in relation to any matter concerning the Project;

   (ii)   "Fraudulent Practice" means a misrepresentation of facts in order to influence the selection process or the execution of a contract in a way which is detrimental to IHMCL, and includes collusive practices among suppliers (prior to or after submission of proposals) detailed designed to establish prices at artificial, non-competitive levels and to deprive the IHMCL of the benefits of free and open competition.

(iii) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(iv) "Undesirable practice" means establishing contact with any person connected with or employed or engaged by IHMCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or having a Conflict of Interest;

(v) "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

e. Confidentiality: Information relating to evaluation of proposals and recommendations concerning awards of contract shall not be disclosed to the Bidders who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

f. Right to reject any or all Proposals:
   (i) Notwithstanding anything contained in this RFP, IHMCL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
   (ii) Without prejudice to the generality of above, IHMCL reserves the right to reject any Proposal if:
      – at any time, a material misrepresentation is made or discovered, or
      – The Bidder does not provide, within the time specified by IHMCL, the supplemental information sought by IHMCL for evaluation of the Proposal.
   (iii) Such misrepresentation/improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Proposals have been opened and highest-ranking Bidder gets disqualified/rejected, then IHMCL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of IHMCL, including annulment of the Selection Process.

g. The Bidder is required to follow the highest level of work ethics, if any member of the Bidder's organization has a Conflict of Interest or indulge in "Prohibited Practices"; the proposal is liable to be disqualified. Further, in the event any entity has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project or bid, and the bar subsists as on the date of Proposal submission Date, it would not be eligible to submit a Proposal.

h. Bidders shall bear all costs associated with the preparation and submission of their proposals, and their participation in the Selection process, and presentation including but not limited to 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 Proposal. The IHMCL is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability.

i.   After submission of the proposals by the Bidder, to the satisfaction of IHMCL, if clarifications are required or doubt arises as to the interpretation of anything included in the submitted documents, the bidder shall, on receipt of written request form IHMCL, furnish such clarification to the satisfaction of IHMCL within five (05) working days without any extra charge.

j.   The Successful Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of IHMCL and the Project.

k.   Acknowledgement by Bidder:
   (i)   It shall be deemed that by submitting the Proposal, the Bidder has:
      –   made a complete and careful examination of the RFP;
      –   accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of IHMCL;
      –   satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
      –   acknowledged that it does not have a Conflict of Interest; and
      –   agreed to be bound by the undertaking provided by it under and in term hereof.
   (ii) IHMCL and/ or its advisors/ consultants shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by IHMCL and/ or its advisors.

1.4 ELIGIBILITY CRITERIA

A. 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 Conditions/Conditions	Supporting Document to be provided
1.	Legal Entity	Following entities are allowed to bid: • Private Limited Company (under Companies Act. 1956/2013) • Limited Liability Partnership (Partnership Act 200*0 • Sole Proprietorship Firm • Partnership Firm The Bidder should be registered with GST in India. No Consortium is allowed in this RFP.	Supporting Document for Company/Partnership firm a) Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013, or Copy of Partnership Deed, as applicable. b) GST Registration Certificate Supporting documents for Sole Proprietorship a) Passport/ b) PAN Card c) Letter from a recognized Public Authority or Public Servant verifying identity. d) GSTIN number of applicant's business e) CURRENT account with bank's name and branch f) NAME of the account holder ACCOUNT number and IFSC Code
2.	Annual Turnover	Bidder should have an average annual turnover of minimum **Rs. Ten Lakhs** during the last three (03) financial years, i.e. FY 2016-17, FY 2017-18 and FY 2018-19. *For the purpose of this criterion, annual turnover of only the bidding entity will be considered. Annual turnover of any parent, subsidiary, associated or other related entity will not be considered.*	• Certificate from a chartered Accountant clearly specifying the annual turnover for the specified years • Audited and Certified copies of Balance Sheet and Profit/Loss Account of last 3 Financial Years last three (03) financial years, i.e. FY 2016-17, FY 2017-18 and FY 2018-19

SI #	Requirement Parameter	Eligibility Conditions/Conditions	Supporting Document to be provided
3.	**Relevant Field of Business**	The Bidder should have been registered with at least one online selling platforms out of Amazon.in, Flipkart.com, Snapdeal.com or any other Central/ State Government e-market place since last One (1) year from the bid due date.	Authorisation letter/ Certificate from the e-Commerce portal such as Amazon.in, Flipkart.com, Snapdeal.com or any other Central/ State Government e-market place.
4.	**Relevant Experience**	The Bidder should be operating for at least last One (1) year in providing services related to supporting companies in online selling or selling products online. Information regarding the same should be provided along with documentary evidence.	1. Proof of registration on the selling platforms clearly highlighting the time since the company/ profile is registered. 2. Proof that the registration of the company/ individual is linked with the bidder. **3.** Proof of Live Listings clearly highlighting the time since the listings are live.
5.	**Undertaking of Blacklisting**	The Bidder should not have been black-listed by any State / Central Government Department or Central /State PSUs as on Bid Due Date.	Affidavit certifying non-blacklisting as per format given in Annexure

1.5 **PREPARATION OF PROPOSAL**

a. Bidders are requested to submit their Proposal in English language and strictly in the formats provided in this RFP. IHMCL will evaluate only those Proposals that are received in the specified forms and complete in all respects.

b. In preparing their Proposal, Bidders are expected to thoroughly examine the RFP Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

c. Client certifications or Purchase orders for the projects listed under the experience section: The certifications and/or PO must confirm the project attributes (size, fee, duration etc.) and the scope of work of the projects. The self-certification of the Bidder is also permitted accompanied by certified copy of work order/document certifying release of performance bank guarantee/ certified copy of payment received or any other document certifying the completion/part completion of the project as the case may be.

d. The technical proposal must not include any information on the financial bid.

e. Failure to comply with the requirements spelt out in this RFP shall lead to the disqualification of the bidder.

f. Bidders should note the Bid Due Date, as specified in the section – "Part II: Schedule of the Tender", for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by IHMCL, and that evaluation will be carried out only on the basis of Documents received by the closing time of Bid Due Date as specified in the section – "Part II: Schedule of the Tender". Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, IHMCL reserves the right to seek clarifications in case the proposal is non-responsive on any aspects.

g. The Financial Proposal should be inclusive of all the costs including applicable taxes, duties, levies, permit, fees, entry fees, manpower, transportation charges, equipment insurance fees, custom duty, handling charges etc., except the Goods and Services Tax (GST) which shall be paid as per applicable rates. While submitting the Financial Proposal on e-portal, the Bidder shall ensure the following:

    (i) All the costs associated with the Assignment shall be included in the Financial Proposal.

    (ii) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

    (iii) The proposal should be submitted on e-tender portal as per the standard Financial Proposal submission forms prescribed in this RFP.

    (iv) Bidders shall express the price in Indian Rupees.

    (v) Bidders must do their due diligence about the tax implications and IHMCL will not be liable for any incident.

h. The Proposals must remain valid for a period of 120 days from date of submission of proposal. During this period, the selected bidder is expected to keep available the professional staff proposed for the assignment. If IHMCL wishes to extend the validity period of the proposals, it may ask the bidders to extend the validity of their proposals for a stated period. The bidder will be required to extend the validity period without any additional financial implication to IHMCL.

1.6 **SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

1.6.1 Submission of Bids

IHMCL has adopted the following process (referred to as the "Bidding Process") for selection of the qualified Bidder. All documents need to be submitted on e-tender portal. If any documents are to be submitted physically (viz. Document Fee, EMD and Power of Attorney etc.) they have to be submitted at the following address as per schedule defined it the RFP

COO/General Manager,
Indian Highways Management Company Limited.
2nd Floor, MTNL Building, Sector-19, Dwarka,
New Delhi – 110075
Phone: 011–20427810
Email: info@ihmcl.com

a. No proposal shall be accepted after the due date and time for submission of Proposals as specified in "Schedule of the Tender".

b. After the Proposal submission until the contract is awarded, if any Bidder wishes to contact IHMCL on any matter related to its proposal, it should do so in writing at the Proposal submission address. **Any effort by the firm to influence IHMCL during the Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the Bidder's proposal.**

1.6.2 Opening of Physical Documents

    i. Physical Documents submitted will be opened as per schedule defined under key dates at IHMCL Office, 2nd Floor, MTNL Building, Sector-19, Dwarka.

    ii. Bidder's authorized representative may attend the opening, and those who are present shall sign the Attendance Sheet as evidence of their attendance.

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

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

1.7 EVALUATION OF BIDS

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

ii. **Phase-1: Physical Evaluation:**

The following documents shall be verified as part of physical evaluation

a) **Document fee:** - The document fee (non-refundable) of **Rs. 5,000/- (Rupees Five Thousand only)** in the form of a demand draft drawn in favour of "Indian Highways Management Company Limited" drawn on any Scheduled bank payable at New Delhi shall be submitted by the Bidder.

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

The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD) for an amount INR 1,00,000/- (Rupee One Lakh only) per e-commerce portal. The Successful Bidder's EMD will be returned, without any interest, upon the Successful Bidder signing the Contract and furnishing the Performance Bank Guarantee in accordance with the provisions thereof.

IHMCL may, at the Successful Bidder's option, adjust the amount of EMD in the amount of Performance Bank Guarantee to be provided by him in accordance with the provisions of the Contract.

The Earnest Money shall be in the form of a demand draft drawn in favour of **"Indian Highways Management Company Ltd."** on any Scheduled bank authorised by RBI, payable at New Delhi.

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.

c) **Other documents as specified the RFP**

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. The Bidder shall have to submit all the required documents and forms specified as per **Annexure 1 – Annexure 7** (excluding Financial Proposal) physically. 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.

Prior to further evaluation of the bids, IHMCL shall determine as to whether each bid is responsive to the requirements of this RFP document. A bid will be declared non-responsive in case:
   a. If the Authorized Signatory holding Power of Attorney and Signatory are not the same
   b. If a bidder submits a conditional bid or makes changes in the terms and

conditions given in this RFP document

c. Failure to comply with all the requirements of RFP document by a bidder

d. If the financial bid is not submitted in the formats prescribed in the RFP document

e. If the financial bid is submitted is found submitted as a part of physical submission

f. If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the Bids and the same may lead to Bid being declared as non-responsive.
   and

g. The bid contains any pre-condition, assumption or qualification.

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/documents, 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.

Based upon the evaluation of these documents and the conditions specified in the RFP, IHMCL shall announce the names of the Bidders who have qualified for opening of Financial Bids. It is hereby clarified that Financial Bids of only such Bidders who are declared qualified as stated herein shall be opened.

iii. **Phase-2: Financial Bid Evaluation:**

a) The Financial Bid of all the Shortlisted Bidders will be opened at a date and time notified by IHMCL, in the presence of the Bidders' representatives who choose to attend. The Bidders' authorised representatives who are present shall be required to sign and record their attendance.

b) Financial Bid of the Bidders would be evaluated on the basis of the "Total Proposal Price" quoted in the **Annexure 7: Format for Financial Bid Submission**

c) **The financial bid shall have to be provided on e-tender portal only. Financial bid of bidders received in any other forms shall be summarily rejected.**

d) Financial Bid determined to be substantially responsive will be checked for any errors. If there is any discrepancy in the Price Proposal, it will be dealt as per the following:

i. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the IHMCL there is an obvious misplacement of the decimal point in the unit rate, in which case the total cost as quoted will govern and the unit rate corrected. Arithmetic errors will be rectified.

ii. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

iii. If there is a discrepancy between words and figures, the amount in words shall prevail.

iv. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of IHMCL, the bid is liable to be disqualified.

v. Any omission in filling the columns of "units" and "rate" or pertaining to the Taxes/levies, service tax as applicable etc., shall deemed to be treated as inclusive in the total project cost.

The amount stated in the Price Proposal will be adjusted in accordance with the above-mentioned points for the correction of errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid will be rejected, and the Bid Security shall be forfeited.

e) In case, two or more Bidders secure identical Financial Bid for any E-Commerce Portal(s), Successful Bidder shall be determined in following sequence:

(i)   Bidder having more experience in selling on the particular e-Commerce Portal shall be declared as Successful Bidder.

(ii)   Draw of lot conducted in the presence of such Bidders for that particular E-Commerce Portal

1.8 IMBALANCED BID

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 Bill of Quantities, to demonstrate the internal consistency of the proposed System. After evaluation of the price analyses, IHMCL may require that the amount of the Performance Bank Guarantee set forth in the RFP be increased and an additional Performance Bank Guarantee 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 Bank Guarantee shall be equal to the imbalanced amount, which shall be final, binding and conclusive on the Bidder.

1.9 PROCESS TO BE CONFIDENTIAL

Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a Contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the Successful Bidder has been announced. Any attempt by a Bidder to influence IHMCL's processing of Bids or award decisions may result in the rejection of his Bid.

1.10   AWARD OF CONTRACT

a) After selection, a Letter of Award (the "LOA") will be issued by IHMCL to the Successful Bidder and the Successful Bidder shall, within three (7) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Successful Bidder is not received by the stipulated date, the IHMCL may, unless it consents to extension of time for

submission thereof, appropriate the EMD of such Bidder and the second lowest cost (i.e. L2) Bidder may be proposed to perform the work as per rates quoted by L1 bidder.

b) **Performance Bank Guarantee:** Performance Bank Guarantee for an amount equal to Rs Three Lakhs for each e-Commerce portal under the Bid shall be furnished from a Nationalized/ Scheduled Bank, within seven (30) Days of issuance of LOA. The aforesaid Bank Guarantee shall be as per the format given in format provided in this RFP and will be valid for a period till Contract period after the expiry of Contract period and shall also have a minimum claim period of 1 year. For the successful bidder the Performance Bank Guarantee will be retained by IHMCL until the completion of the Contract Agreement by the supplier and be released 180 (One hundred eighty) days after the completion of the Contract Agreement.

c) **Execution of contract:** After acknowledgement of the LOA and furnishing of Performance Bank Guarantee as aforesaid by the Successful Bidder, it shall execute the Agreement within as per key activity timelines prescribed in the RFP. The Successful Bidder shall not be entitled to seek any deviation in the Agreement. In case the Successful Bidder fails to comply with these conditions, IHMCL shall be entitled to forfeit the Earnest Money Deposit / Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to IHMCL.

d) **Commencement of Services:** The Successful Bidder is expected to commence the Services as per key activity timelines prescribed in the RFP. If the Successful Bidder fails to either sign the Agreement, commence the services or fails to demonstrate proof of performance, as specified herein, IHMCL may invite the second lowest cost (i.e. L2) Bidder for contract signing. In such an event, the EMD/ Performance Bank Guarantee, as the case may be, of the first ranked Bidder shall be liable to be forfeited.

1.11   PAYMENT TERMS

a) During the Concession Period, the Service Provider will be entitled to following payments in Indian Rupees (INR) per quarter:

i.   **Quarterly Payment** = Rate Quoted per Tag as per Financial Bid[1] * Number of FASTags sold in the quarter by the Service Provider – Penalties for the quarter

ii. The Penalties ("Penalties") shall be calculated as for following formula
    i. Delay in delivery beyond 7 days – Rs. 16 per day per case/package
        (Delay shall be established on account of any customer complaint received and further verification by IHMCL.)

iii   If vendor remains Out of Stock for more than one day (24hr), shall be charged as penalty of Rs 1000 per day

1.12   PERFORMANCE BANK GUARANTEE

a) The Successful Bidder shall submit a Performance Bank Guarantee in the form of bank guarantee from a Bank for a sum of Rs. _____ (Rupees _____) **[equal to Three Lakhs Rupees for each e-commerce portal under the Bid]** and will be valid for a period till Contract period after the expiry of Contract period and shall also have a minimum claim period of 1 year.

b) The Successful Bidder shall within fifteen (30) days of the issue of LOA or such time as indicated by IHMCL furnish Performance Bank Guarantee, by way of an irrevocable Bank Guarantee, in favour of "Indian Highways Management Company Limited", payable at New Delhi.

c) A copy of Performance Bank Guarantee is provided in Annexure 5: Format for Performance Bank Guarantee of this RFP.

d) Failure of the Successful Bidder to comply with the requirements as above shall constitute sufficient grounds for the annulment of the LOA, and forfeiture of the Bid Security. In such an event, IHMCL reserves the right to:

i. consider the second ranked Bidder (L2) as Successful Bidder provided it agrees to match the Financial Bid of the L1 Bidder.

ii. In case, the second ranked Bidder fails to match the above requirement, the next ranked Bidder shall be considered as Successful Bidder provided:

- its Price Proposal Bid is lower than that of the Bidders ranked higher than it, or

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[1] The rate charged from the Customer per tag cannot exceed be Rs. 100, or subsequent rates as modified by IHMCL. Currently, the approximate cost of purchasing a FASTag from IHMCL authorized manufacturers is Rs. 25 (including GST).

- agrees to match the lowest of the Total Proposal Prices of the Bidders ranked higher than it.

e) The above process shall be reiterated until the identification of the Preferred Bidder or till the last ranked Bidder.

1.13   **BANK GUARANTEE (BG)**

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.   A Foreign Bank (issued by a branch outside India) with a counter guarantee from any Indian Nationalized Bank.
 iv.   Export Import Bank of India

The acceptance of the Bank Guarantees shall also be subject to the following conditions: -
The capital adequacy of the Bank shall not be less than the norms prescribed by RBI
The bank guarantee issued by a Cooperative Bank shall not be accepted.

1.14   CORRUPT OR FRAUDULENT PRACTICES

IHMCL will reject a proposal for award and appropriate the EMD or the Performance Bank Guarantee, 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.

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.

"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.

"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.

1.15   CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

a) Bidders may seek clarification on this RFP document no later than the date specified in the Schedule of the Tender. IHMCL reserves the right to not entertain any queries post that date. The Bidders are requested to submit the queries in electronic format (MS Excel file format only). Any request for clarification must be sent by standard electronic format (MS Excel file only) to the IHMCL's office addressed to:

> COO/General Manager,
> Indian Highways Management Company Limited.
> 2nd Floor, MTNL Building, Sector-19, Dwarka,
> New Delhi – 110075
> Phone: 011- 20427810
> Email: info@ihmcl.com

b) The format for sending the queries is as mentioned below, in MS Excel format only:

SI No	RFP reference and Pg. No.	Existing RFP Clause	Clarification sought	Suggestion/ Remark (If any)

c) IHMCL will endeavour to respond to the queries not later than the date mentioned in this RFP. IHMCL will post the reply to all such queries on websites mentioned in RFP.

d) At any time before the submission of Proposals, IHMCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP documents by an amendment. All amendments/ corrigenda will be posted only on the Official Website: https://etenders.gov.in, www.ihmcl.com/tenders. In order to provide the Bidders reasonable time for taking an amendment into account, or

for any other reason, IHMCL may at its sole discretion extend the proposal submission date.

e) The bidder's confirmation on participating in the pre-bid meeting must be sent to info@ihmcl.com as per schedule of events.

1.16   **MISCELLANEOUS**

a) The Selection 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 Selection Process. 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 Selection Process and/or amend and/or supplement the Selection 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 and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.

PART – IV: SCOPE OF WORK

Introduction

In order to promote electronic toll transactions as mandated in National Electronic Toll Collection (NETC), IHMCL plans to make NHAI FASTag available for sale for the general public on online selling platforms – AMAZON.in, Flipkart.com and Snapdeal.com. Towards the same, IHMCL is inviting offers from bidders, capable and experienced in all aspects relating to supporting companies in online selling or selling products online at their own cost for selling NHAI FASTags (or other instruments as defined by IHMCL) to the vehicle owners/ users of Vehicle Class 4 (Car, Jeep, Van, LMV) vehicle classes.

The key activities to be conducted by the Service Provider include:

1. The Service Provider shall be responsible for sale of NHAI FASTag on e-Commerce portal such as Amazon.in, Flipkart.com and Snapdeal.com at MRP (including taxes as applicable) as determined by IHMCL from time to time.
2. Service Provider shall register the NHAI FASTag brand on all the three platforms as mentioned above, prepare content of product description, specimen images and other relevant information as would be shown on online selling platforms shall be shared by IHMCL separately. And if need to be updated as and when required.
3. Service Provider shall procure NHAI FASTags from the authorized tag manufactures of IHMCL directly, including GST & Delivery charges or as revised by IHMCL from time to time.
4. Service Provider shall ensure proper packaging of the NHAI FASTag while dispatching to the customer. Each NHAI FASTag delivery packet/order purchased online shall include at least the following:
   a. NHAI FASTag (quantity as per order)
   b. Original Invoice copy and
   c. Colour copy of instruction manual/leaflet (1-2 pages)
5. Service Provider should provide prompt response to answer customer query/ complaint on online selling platforms
6. Service Provider shall not sell NHAI FASTag in bulk to any one single customer or Adherence with FASTag issuance standards and protocols
7. Keep safe custody of unsold FASTags in inventory
8. IHMCL will not bear any loss due to damage of NHAI FASTag during delivery of the package or thereafter Service Provider shall order/ procure the tags as per the Tag Issuance Manual issued by IHMCL.
9. Identify and nominate one representative for day to day co-ordination with IHMCL HQ responsible for various activities within the program.
10. Get acquainted with the FASTag mobile application training manual as capture in APPENDIX 1 – NHAI FASTag Mobile application details and train POS agents for using the same.
11. Service Provider shall not sell NHAI FASTag in bulk to any one single customer or a group of customers.
12. Ensure accuracy of the data entered. Further ensure that the collected data is not duplicated, retained, stored or copied elsewhere. The data will be retained as per the agreed retention period by IHMCL. The data received by the Service Provider shall be

used for the sole purpose of FASTag issuance and same shall be in the custody of IHMCL.

13. Share MIS of sales to IHMCL on a daily basis.
14. Conform to all Government statutory regulations and other requirements of e-commerce portals
15. To ensure that the package quality used for packaging the NHAI FASTag is as defined by IHMCL.
16. To ensure that the delivery of FASTag is not delayed beyond 7 days of the order received from the customer.

This authorization shall be valid for a period of One (1) Year from the date of issuance of LOA and shall be extended subject to satisfactory progress and performance of the Service Provider.

IHMCL has all rights to discontinue the authorization of the Service Provider at any time as per IHMCL norms without assigning any reason whatsoever.

IHMCL responsibilities

1) Create and maintain a web portal for Service Provider to create, manage and update information as Dealers credentials as and when required. Also, to manage the inventory and sales.
2) Share the contents of marketing material with the Service Provider for further dissemination (installation kit).

PART – V: CONDITIONS OF CONTRACT

1.1 CONDITIONS OF CONTRACT

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.

1.2 GOVERNING LANGUAGE

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.

1.3 APPLICABLE LAW

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

1.4 Project Scope

The scope of project shall include activities as specified in Appendix 1 of the document.

1.5 INTERPRETATION

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.

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

1.6 RIGHT TO AMEND PROJECT SCOPE

IHMCL retains the right to amend the Project Scope without assigning any reason at any time during the Contract Period. IHMCL makes no commitments, express or implied, that the full scope of work as described in this RFP will be commissioned.

1.7 PAYMENT TERMS

A) Payments will be made in Indian Rupees only as per conditions specified in the RFP under PART III 1.12.

   b) Payment Terms.

1.8   SLA/ PENALTY

   a) The Service Provider shall ensure adherence with following SLAs
      a. Ensure that the FASTag is delivered as per standard packaging as specified by IHMCL to all the customers along with instruction manual.
      b. Follow up with customers through calling process to encourage the customers to bank-link or wallet link NHAI FASTag.
   b) In case of non-adherence with SLAs, penalties shall be levied as per Section 3.13: Payment Terms

1.9   PRICES
   a) GST as applicable, which will be levied on the goods and services invoiced by the Service Provider to IHMCL, will be reimbursed on actual basis.
   b) IHMCL reserves the right to ask the Service Provider to submit proof of payment against any of the taxes, duties, levies indicated.
   c) All payments shall be made subject to adjustment of applicable damages.
   d) 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.
   e) Prices quoted by the bidder shall be excluding GST and fixed for the entire Contract period.

1.10   Concession Period
The total Concession Period ("Concession Period") of the Project is 12 months.

Upon completion of 12 months, IHMCL may consider extending the engagement on yearly basis up to a maximum of one (1) years from the date of signing of Contract Agreement with rates as quoted by the Bidder in the original Bid.

1.11   INSURANCE
The Service Provider 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.

1.12   ACCESS TO DATA
   a) The Service Provider must provide the Grantor access to any part of Grantor's Data, including any raw data in the possession of the Service Provider, at any time upon the Grantor's request.
   b) The Grantor may use the Grantor's Data or any part thereof (including any Grantor's Data obtained, developed, processed, adapted, modified or created by the Service Provider) for any purpose or reason it requires, at its absolute discretion.
   c) The Service Provider shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Grantor's Data. The Service Provider shall not
      i.   modify Service Provider Data,

    ii.   disclose Service Provider Data except as compelled by law in accordance or as expressly permitted in writing by Service Provider.

d) Grantor will own all the data of FASTag, FASTag registration application, Customers, and related details, and the agency will provide database backup copy to Grantor once a week to Grantor's data centre. The Service Provider acquires no right, title or interest from Grantor to Grantor's Data, including any Grantor's intellectual property rights therein.

e) Notwithstanding any other provision of this Concession Agreement, the Service Provider's obligation to provide on-going free access to the Grantor's Data, and the Grantor's entitlement to use the Grantor's Data for any reason it requires, is absolute and unconditional. The Service Provider must not refuse, prevent or hinder the Grantor's access to the Grantor's Data at any time during the Concession Period. The Service Provider is not entitled to request payment or set off any amount in relation to access to the Grantor's Data, regardless of any claims by the Service Provider against the Grantor under or in connection with the Concession Agreement (whether for any part of the Balancing Payment or otherwise) or any Dispute.

1.13 PRIVACY

a) The Service Provider must ensure that if it collects, uses, discloses, transfers or otherwise handles Personal Information in the course of providing the Project it complies with:

    i.   all applicable Privacy Laws (including all Privacy Laws that provide for specific requirements in relation to cross-border information transfer, which the Service Provider must comply with); and

    ii.   Grantor customer privacy and data protection policies and standards as notified to the Service Provider by the Grantor from time to time in writing.

b) 11.1.2 Where the Service Provider appoints a Data Centre Operator, the Service Provider must ensure that the Data Centre Operator shall comply with all applicable Privacy Laws in the course of its performance of obligations under the Data Centre Agreement.

1.14 VIRUS/DISABLING CODE

a) The Service Provider must use its reasonable endeavours to ensure that no Virus is introduced into:

    i.   the IT System; or

    ii.   Grantor's Environment,

and provided that this obligation includes the Service Provider implementing, utilising and maintaining (including by maintaining the currency of) methods, processes, applications, tools and procedures used for the detection, avoidance and elimination of such Viruses which are consistent with Prudent Industry Practice.

b) The Service Provider must:

    i.   implement and maintain (including by maintaining the currency of) market-leading virus detection, intrusion detection and data loss prevention systems, as well as appropriate access control systems and processes to limit access to data and prevent hacking in accordance with best practices; and

    ii.   continuously monitor the outputs of the virus detection, intrusion detection, data loss prevention and access control systems and respond appropriately and be consistent with Prudent Industry Practice to the same (including implementing measures to address such instructions or data losses within the prescribed periods), log the results of that monitoring and maintain those logs.

c) If a Virus is introduced by the Service Provider or its Personnel as a direct or indirect result of non-compliance with this Section, the Service Provider must, at no additional charge and without limiting any rights the Grantor may have in relation to such introduction, assist the Grantor in eliminating the Virus, in reducing the effects of the Virus and in mitigating any loss of operational efficiency or loss or corruption of data caused by the Virus or its elimination by restoring all data to the last available back-up The Service Provider's obligations and liabilities under this Section are without prejudice to any other rights or remedies available to the Grantor, whether under this Concession Agreement, at law or otherwise.

1.15 OWNERSHIP & USE OF GRANTOR'S DATA

a) All Grantor's Data and all Intellectual Property Rights in the Grantor's Data (including future Intellectual Property Rights) are and will remain the property of the Grantor.

b) The Service Provider must:

i. not use Grantor's Data for any purpose other than directly in relation to the performance of its obligations under this Concession Agreement;

ii. not, and must ensure that its Personnel do not, sell, commercially exploit, let for hire, assert a lien over, assign rights in or otherwise dispose of any Grantor's Data;

iii. to the extent Grantor's Data is within the control of Service Provider Personnel, ensure that such Grantor's Data is kept Physically Separate or Logically Separate to data processed or utilised by the Service Provider on its own behalf or on behalf of any other third party if applicable, and to the extent permitted under the Concession Agreement. In this Concession Agreement, "Physically Separate" means separate storage devices with access control user-ID and "Logically Separate" means separate database schemes and separate disc volumes/ partitions;

iv. to the extent Grantor's Data is not Physically Separate, provide the infrastructure design for the storage for such Grantor's Data to the Grantor for the Grantor's approval provided that any such approval is not unreasonably withheld and does not limit, excuse or relieve the Service Provider from its obligations under this Concession Agreement;

v. not make any Grantor's Data available to a third party other than:

a. a Subcontractor and then only to the extent necessary to enable the Subcontractor to perform its part of the Service Provider's obligations under this Concession Agreement and provided that the respective subcontract includes an obligation to comply with Grantor customer privacy and data protection policies and a back to back indemnity in relation to safe guarding Grantor's Data; or

b. any other third-party agency authorised by the Grantor;

vi. not commercially exploit Grantor's Data. Without limiting the foregoing, the Service Provider must not perform any data analytics, anonymization, data segmentation or similar activities using the Grantor's Data, whether for the Service Provider's own internal purposes or for third parties, without the Grantor's prior written approval; and

vii. not make copies of Grantor's Data other than for the purposes of the performance of its obligations under this Concession Agreement.

viii. <u>Safeguarding Grantor's Data</u>

a. The Grantor must establish, maintain, enforce and continuously improve safeguards and security procedures against the unauthorised use,

destruction, loss or alteration of Grantor's Data in the possession or control of the Service Provider that:

b. are consistent with, and no less rigorous than, those maintained by the Grantor to secure that data, and in any case are no less rigorous than Prudent Industry Practice and relevant international standards; and

c. comply with all laws applicable to the Service Provider's use and custody of Grantor's Data and any policies, standards or procedures specified by Grantor concerning Grantor's Data security.

d. Notwithstanding any other provision of this Concession Agreement, the Grantor's ownership of the Grantor's Data is absolute and unconditional.

e. The Service Provider must return Grantor's Data to the Grantor immediately on termination or expiration of this Concession Agreement or on request by the Grantor at any time. Such Grantor's Data must be returned in an acceptable, usable and open format as prescribed by the Grantor and which can be utilized by the Grantor. If and when directed to do so, such return of Grantor's Data may require Secure Data Deletion from the Service Provider's systems.

f. The Service Provider must:

   i. comply with all Grantor's Data security requirements, policies, procedures and standards in respect of access to and storage of Grantor's Data, as notified to the Service Provider in writing;

   ii. prohibit and prevent any person who does not have the appropriate level of security clearance from gaining access to Grantor's Data; and

   iii. notify Grantor immediately and comply with all written directions of Grantor if the Service Provider becomes aware of the contravention of any Grantor's Data security requirement or any other security requirement under this Concession Agreement;

g. and if there is a conflict between any data security requirements, the most stringent or higher level of security standard will apply.

1.16 INTELLECTUAL PROPERTY RIGHTS

a) Unless otherwise expressly stated in this Concession Agreement (and subject to the grant of any licence as contemplated in this Concession Agreement), no Pre-existing Intellectual Property Rights of either party are assigned or otherwise transferred.

1.17 FORCE MAJEURE

a) 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, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.

b) If a Force Majeure arises, the Service Provider shall promptly notify IHMCL in writing of such condition and the cause thereof. Unless otherwise directed by IHMCL, the Service Provider 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.

1.18 INDEMNIFICATION

a) The Service Provider shall indemnify, defend, save and hold harmless, IHMCL,NHAI and MoRTH and their officers, servants, 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 Service Provider's obligations under this Contract or any other related agreement or otherwise, any fraud or negligence attributable to the Service Provider 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.

b) The Service Provider shall indemnify IHMCL Indemnified Persons from all legal obligations in respect of professionals deployed by the Service Provider. IHMCL Indemnified Persons also stand absolved of any liability on account of death or injury sustained by the Service Provider's staff during the performance of their work and also for any damages or compensation due to any dispute between the Service Provider and its staff.

c) In addition to the aforesaid, the Service Provider 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 Service Provider or by the Agents in performing the Service Provider'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 Service Provider 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 Service Provider 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.

d) The provisions of this Clause shall survive Termination.

e) The remedies provided under the Clause 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.

1.19 TERMINATION

a) ON EXPIRY OF THE CONTRACT: Subject to the condition mentioned under the RFP, 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.

b) **ON ACCOUNT OF FORCE MAJE<u>U</u>RE**: Either party shall have the right to terminate the Contract on account of Force Majeure, as set forth in the RFP.

c) **ON BREACH OF CONTRACT**: IHMCL may terminate the Contract if the Service Provider causes a fundamental breach of the Contract. Fundamental breach of Contract includes, but shall not be limited to, the following:

    i. The Service Provider fails to carry out any obligation under the Contract.

    ii. The Service Provider without reasonable excuse fails to commence the work in accordance with relevant clauses.

    iii. Has failed to furnish the required securities or extension thereof in terms of the Contract.

    iv. the Service Provider stops work and the stoppage has not been authorized by IHMCL;

    v. the Service Provider at any time during the term of the Contract becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt

    vi. If the Service Provider, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract.

d) The Service Provider sub-contracts any assignment under this Agreement without approval of IHMCL.

e) Any other fundamental breaches as specified in the RFP.

f) Notwithstanding the above, IHMCL may terminate the Contract in its sole discretion by giving 30 days prior notice without assigning any reason.

g) Upon Termination (except on account of expiry of Term of this Agreement, Force Majeure), IHMCL shall be entitled at the sole discretion to:

    i. appropriate the entire Performance Bank Guarantee or part thereof as Damages; and

    ii. Debar/Blacklist the Service Provider from participating in any other project/assignment/work of IHMCL for a period as determined by IHMCL in its sole discretion.

1.20 Appropriation of Performance Bank Guarantee

a) Upon failure of the Service Provider 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 relevant Clause hereinabove.

b) IHMCL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Bank Guarantee 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 Bank Guarantee, the Service Provider shall, within 10 days thereof, replenish, in case of partial appropriation, to its original level of the amount guaranteed under the Performance Bank Guarantee, and in case of appropriation of the entire Performance Bank Guarantee, provide a fresh Performance Bank Guarantee, as the case may be failing which IHMCL shall be entitled to terminate this Agreement in accordance with relevant clause hereof.

1.21 MISCELLANEOUS

a) Standard of Performance

The Service Provider 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.

b) **Representations and Warranties of the Parties**

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 transactions contemplated hereby;

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;

c) Waiver of immunity

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).

d) Waiver
i. 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:
   • 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;
   • Shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and
   • Shall not affect the validity or enforceability of this Contract in any manner.
ii. 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.

e) **Liability for review of Documents**

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

f) **Exclusion of implied warranties etc.**

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.

g) Survival

i. Termination shall:

- Not relieve the Contractor or IHMCL, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- 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.

ii. All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination

h) 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 Contractor arising from the Request for Proposals shall be deemed to form part of this Contract and treated as such.

i) 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.

j) 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.

k) 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.

l) Successors and assigns

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

m) Notices

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 Contractor, 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 Contractor 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 Contractor 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 the Authority Representative or such other person as IHMCL may from time to time designate by notice to the Contractor; provided that if the Contractor 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

n) Sub-Contracting

The Service Provider shall not sub-contract any assignment to a third party. The Service Provider shall remain solely responsible for all works under this Agreement.

o) Confidentiality of the Assignment/Findings

The agency 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.

p) 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.

q) 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.

For & behalf of IHMCL

By   Signature

Authorised Representative   Name

                                                          Address

For & behalf of   Witness

(Contractor)

                                           1.   Signature

                                                          Name

                                                          Address

By

Authorised Representative   2.   Signature

                                                          Name

                                                          Address

APPENDIX 1 – NHAI FASTAG MOBILE APPLICATION DETAILS

1.1 ABOUT FASTAG

FASTag is a device/sticker that employs Radio Frequency Identification (RFID) technology for making toll payments directly from the prepaid or savings account linked to it. It is affixed on the windscreen of the assigned vehicle and enables the user to drive through toll plazas, without stopping for cash transactions.

FIGURE 1: NHAI FASTAG - VEHICLE TAG CLASS 4

1.2 VARIANTS OF FASTAG

There are two variants of FASTag available in the market as below:

A. Bank specific FASTag

These are FASTag which are issued by various issuer banks and are linked to a pre-paid wallet provided by these issuer bank. The bank specific FASTag are available at toll plazas operated by the assigned acquirer bank and can also be purchased available online (for Tag class 4 only).

FIGURE 2 - BANK-SPECIFIC FASTAG

B. NHAI FASTag

NHAI FASTag is the FASTag which is "bank-neutral" in nature, i.e. no bank is encrypted to the FASTag at the time of purchase from the designated Point-of-Sale and the customer has the flexibility to choose to link the FASTag with any his or her existing bank account through a customer App (My FASTag App also developed by IHMCL) as convenient. The customer shall also have the option to create a mobile wallet in the My FASTag App in case he or she does not want to link NHAI FASTag to existing bank account.

FIGURE 3 - NHAI FASTAG

2. NHAI FASTag Types & Vehicle Identification

The objective of launching bank-neutral NHAI FASTag is to extend the availability of FASTag beyond the network of banks. Any customer can easily purchase the NHAI FASTag from various POS agents as authorised by IHMCL such as selected petrol pumps, selected CSCs, selected toll plazas, selected RTOs etc. thus reducing the absolute dependency on a bank for buying the same.

2.1 Components of NHAI FASTag

2.1.1 FRONT– ADHESIVE SIDE

FIGURE 4 - FRONT– ADHESIVE SIDE OF NHAI FASTAG

2.1.2 BACK – NON-ADHESIVE SIDE
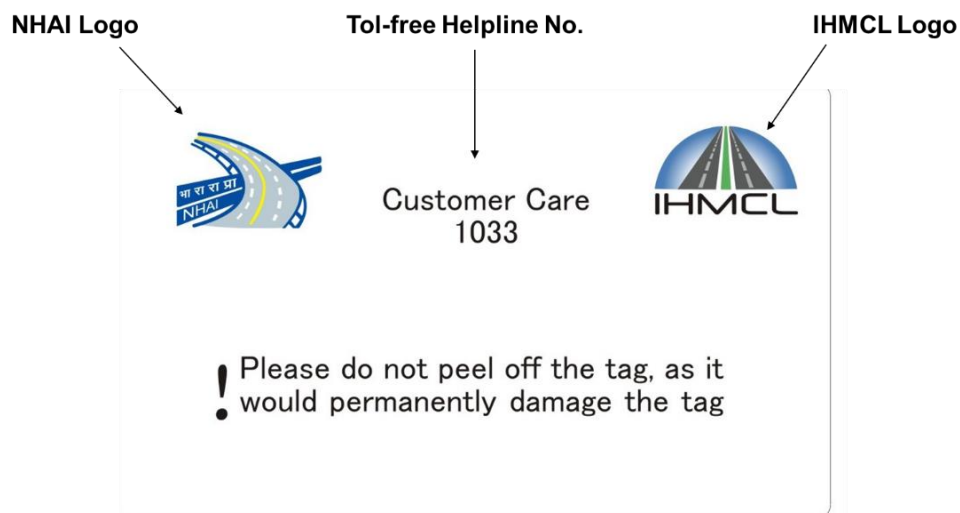
FIGURE 5 - BACK SIDE OF NHAI FASTAG

2.2 NHAI FASTag – Tag Class & Mapper Class

2.2.1 <u>VEHICLE TAG CLASS</u>

Tag class is as per the vehicle class defined under FASTag program and tolling categories of the toll plaza. There are 7 types of NHAI FASTag depending on the various vehicle classes. These are described in the Table below:

TABLE 1 – DESCRIPTION OF VARIOUS TYPES OF VEHICLE TAG CLASS

Vehicle Tag Class	Class Description
Tag class 4	• Car / Jeep / Van • Tata Ace & similar mini Light Commercial Vehicle
Tag class 5	• Light Commercial vehicle 2-axle • Mini-Bus
Tag class 6	• Bus 3-axle • Truck 3-axle • LCV 3-axle
Tag class 7	• Bus 2-axle • Truck 2-axle
Tag class 12	• Truck 6-axle • Tractor / Tractor with trailer • Truck 4-axle d. Truck 5-axle
Tag class 15	• Truck 7-axle & above
Tag class 16	• Earth Moving / Heavy Construction Machinery

2.2.2 <u>PICTORIAL REPRESENTATION OF VARIOUS TYPES OF TAG CLASS</u>

A pictorial representation of various types of Tag class is shown in the Table below:

Tag class 4	Tag class 5
E200 34120138 FC00 0CCC F6E8 ④	E200 34120138 FC00 0CCC F6E8 ⑤
Tag class 6	**Tag class 7**
E200 34120138 FC00 0CCC F6E8 ⑥	E200 34120138 FC00 0CCC F6E8 ⑦
Tag class 12	**Tag class 15**
E200 34120138 FC00 0CCC F6E8 ⑫	E200 34120138 FC00 0CCC F6E8 ⑮
Tag class 16	
E200 34120138 FC00 0CCC F6E8 ⑯	

FIGURE 6 - DIFFERENT TYPES OF TAG CLASSES

2.2.3 **MAPPER CLASS**

NETC Mapper is the central repository of NETC Tag IDs which is required to be maintained by NPCI under NETC Programme. The mapper class is the class as per NETC Mapper which below vehicle classification and toll fare is calculated basis the mapper vehicle class.

TABLE 2 - MAPPER VEHICLE CLASS

Mapper Vehicle Class	Vehicle Class Description
1	Two-wheeler
2	Three - Wheeler Passenger
3	Three - wheeler Freight
4	Car / Jeep / Van
5	Light Commercial vehicle 2-axle
6	Light Commercial vehicle 3-axle
7	Bus 2-axle
8	Bus 3-axle
9	Mini-Bus
10	Truck 2 - axle
11	Truck 3 - axle
12	Truck 4 - axle
13	Truck 5 - axle
14	Truck 6 - axle
15	Truck Multi axle (7 and above)
16	Earth Moving Machinery
17	Heavy Construction machinery
18	Tractor
19	Tractor with trailer
20	Tata Ace or Similar Mini Light Commercial Vehicle
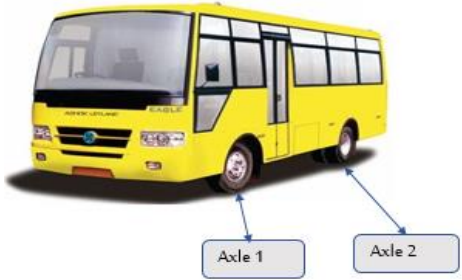
2.2.4 **FASTAG VEHICLE CLASSIFICATION**

To bring more clarity for FASTag issuance, a pictorial presentation of vehicle with Axle count and GVW against each mapper class and Tag Class is classified under below presentation. For details, please refer to the NHAI FASTag issuance vehicle classification document.

TABLE 3 - FASTAG VEHICLE CLASSIFICATION

Tag Vehicle Class	Vehicle Class Description	Mapper Vehicle Class	GVWR	No. Of Axle	Sample Image
NA (No FASTag Applicable)	Two-wheeler	Mapper Class (1)	No FASTag is issued	NA	

Tag Vehicle Class	Vehicle Class Description	Mapper Vehicle Class	GVWR	No. Of Axle	Sample Image
NA (No FASTag Applicable)	Three - Wheeler Passenger	Mapper Class (2)	No FASTag is issued	NA	
NA (No FASTag Applicable)	Three - wheeler Freight	Mapper Class (3)	No FASTag is issued	NA	
Tag Class (4)	Car / Jeep / Van	Mapper Class (4)	GVW <=7,500 Kgs	NA	
	Tata Ace or Similar Mini Light Commercial Vehicle	Mapper Class (20)		NA	
Tag Class (5)	Light Commercial vehicle 2-axle	Mapper Class (5)	GVW >7,500 Kgs but <= 12,000 Kgs	2 Axle	
	Mini-Bus	Mapper Class (9)		2 Axle	

Tag Vehicle Class	Vehicle Class Description	Mapper Vehicle Class	GVWR	No. Of Axle	Sample Image
Tag Class (7)	Bus 2-axle	Mapper Class (7)	GVW > 12,000 Kgs but <= 16,200 Kgs	Bus 2-axle	
	Truck 2 - axle	Mapper Class (10)	GVW > 12,000 Kgs but <= 16,200 Kgs	Truck 2 - axle	
	Light Commercial vehicle 3-axle	Mapper Class (6)		3 Axle	

Tag Vehicle Class	Vehicle Class Description	Mapper Vehicle Class	GVWR	No. Of Axle	Sample Image
Tag Class (6)	Bus 3-axle	Mapper Class (8)	GVW > 16,200 Kgs but <= 25,000 Kgs	3 Axle	
	Truck 3 – axle (Rigid)	Mapper Class (11)	GVW > 16,200 Kgs but <= 25,000 Kgs	3 Axle	
	Truck 3 - axle (Semi-Articulated)	Mapper Class (11)	GVW > 16,200 Kgs but <= 25,000 Kgs	3 Axle	
Tag Class (12)	Truck 4 - axle	Mapper Class (12)	GVW > 25,000 Kgs but <= 36,600 Kgs	4 Axle	
	Truck 5 - axle	Mapper Class (13)	GVW > 36,600 Kgs but <= 45,400 Kgs	5 Axle	
	Truck 6 - axle	Mapper Class (14)	GVW > 45,400 Kgs but	6 Axle	

Tag Vehicle Class	Vehicle Class Description	Mapper Vehicle Class	GVWR	No. Of Axle	Sample Image
			<= 54,200 Kgs		
Tag Class (15)	Truck Multi axle (7 and above)	Mapper Class (15)	GVW >54,200 Kgs	7 Axle and More	
Tag Class (16)	Earth Moving Machinery	Mapper Class (16)	NA	NA	
	Heavy Construction machinery	Mapper Class (17)	NA	NA	

3. IHMCL POS App

3.1.1 Overview

- The IHMCL POA App has been developed for use by POS agent at retail locations. A POS agent can use this app for issuing of NHAI FASTag to the customers.

- The App can be used by a pre-registered POS agent only and the login is through user's mobile number and the same is verified via an OTP.

- POS agents can place FASTag order via this App and the uploaded Tag order has to be accepted by the POS agent in the App/web-portal.

- Scan the tag from the POS app and assign it.

- Currently, the App is available on Android platform only.

3.1.2 Features

- The IHMCL POS application provides the following functionalities:

    o Issuance of NHAI FASTag

    o Request for new NHAI FASTag by POS

    o Check status of NHAI FASTag requested by the POS user

    o Accept issued tags by the POS user on receipt of the same

    o Scan the tag from the POS App and assign it to the customer

    o Tag issuance history

- Option to resend the "Reference Number" SMS to customers

3.1.3 Steps for FASTag issuance at POS

- Vehicle Owner will approach the POS Staff for availing the FASTag issued by IHMCL

- POS Agent will physically verify the vehicle and request the customer for the copy of RC of the vehicle before issuance of FASTag.

- POS Staff will have this mobile application on his/her mobile and also should have the physical NHAI FASTags in stock

- The POS user should select the tag only basis the vehicle category as per Section 5 above

- The POS app user logs in the IHMCL POS App using his/her pre-registered mobile number and OTP

- User should click on the "Get Started" button to proceed with Tag Issuance

- On the next screen, POS user can scan the Quick Response (QR) code on the FASTag or click on "Manual Entry" option to enter the 24-digit tag number manually (Note: it is recommended that the user should always scan the QR code on the tag)

- The mobile application screen will be loaded with FASTag information as scanned using the QR code and screen will ask for input of customer details

- POS Staff will enter below details of the customer:

    1. Customer name,
    2. Customer email ID,
    3. Customer mobile number

- Once the customer information is submitted, an OTP will be sent to the customer's mobile number for customer validation

- The POS user will obtain the OTP received on customer's mobile number and enter the same on the POS app to validate the same and proceed further

- On the next screen, POS Staff will:

1. Enter the 'Vehicle registration number'

2. Select the vehicle type as 'Commercial' or 'Non-Commercial'

3. Select the 'Vehicle Type' as per the vehicle for which tag is being issued ('Vehicle Class' will get prepopulated basis the tag being used)

- 'Customer Summary' screen will appear next and the user needs to accept the T&Cs and click on "Submit" button to proceed

- "Success" screen will appear at this stage for all successfully issued tags

- Once submitted the information will go to NETC mapper and the FASTag information in the database

- The POS mobile application will also send an SMS to the customer's mobile number with a 'Reference Number' generated by the backend

- Customer will need this 'Reference Number' to link the tag to his/her bank account

- After successful issuance of FASTag, POS agent will affix the tag as recommended in Section 8.

- POS Agent will maintain a copy of RC and Image of vehicle after Tag got affixed on the vehicle for the purpose further audit.

The process of FASTag issuance at a POS to a customer is summarily shown in the figure below:

1 Customer with Vehicle approaches a POS at Fuel Station for FASTag

2 POS agent physically verifies the vehicle along with RC copy

3 POS agent captures the customer details and vehicle details in the Mobile App

6 POS Agent affixes the FASTag on assigned vehicle and takes a photo of the vehicle affixed with FASTag for records/audit

5 On successful submission of details, Customer receives a Reference No. on his registered mobile

4 POS agent ensures VRN matches the RC copy & collect a copy of the RC for records/audit

FIGURE 7 - PROCESS OF FASTAG ISSUANCE AT POS

3.1.4 Do's & Don'ts

- Always create the tag order from POS app or POS web portal only; carefully select the Vehicle Class while ordering the tags

- Always accept the uploaded order from the POS app or POS web portal otherwise you will not be able to issue tags

- Always scan the tag from the POS app and assign it – avoid manual entry of Tag ID

- POS user must paste the tag on the vehicle windscreen from inside the vehicle and not handover the tag to the customer

Do's	Don'ts
• Remove the adhesive liner from the Tag sticker • Install it on the top-middle part of the windshield from inside the vehicle • Press the sticker gently on the windshield • Keep the adhesive side facing outside	• Don't paste FASTag on dirty/wet glass surface • If the original adhesive is insufficient, get the FASTag replaced • Don't use any supplementary adhesive • Don't try to peel off and reposition • Once the sticker is pasted, do not try to remove it

4. FASTag affixation process

4.1.1 FASTag Installation Procedure

a) Clean the Windshield Surface using water or IPA.

b) See recommended Positions to installation of the FASTag

c) Let the surface dry or IPA to vaporize.

d) Remove the Release liner of Self Adhesive FASTag

e) Install / Affix the self-adhesive side of FASTag at the recommended position as shown in figures below

f) Press gently on the corners of the FASTag so that it comes completely in contact of windshield

g) After Installing the FASTag Do not try to remove or reposition it. It may permanently damage the FASTag

4.1.2 Recommended Positions of FASTag Installation on Various Vehicles

A. Cars and LMVs:

Following Image indicate the recommended areas for FASTAG Installation on windshields of Cars and Light Motor Vehicles

4"   4"

12"   Recommended Position for FASTag Installation   12"
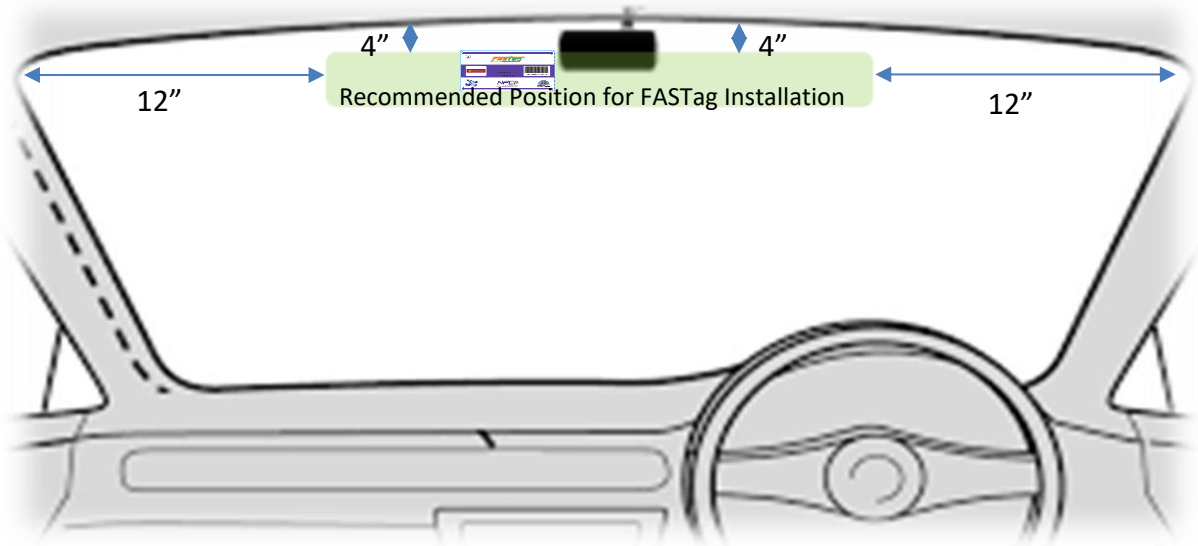
B. Trucks with 2 Part Windshield:

Following Image indicate the recommended areas for FASTAG Installation on windshield of Trucks with 2 Part Windshields:

Recommended Position for FASTag   Recommended Position for FASTag

4"   4"

4""""   4"
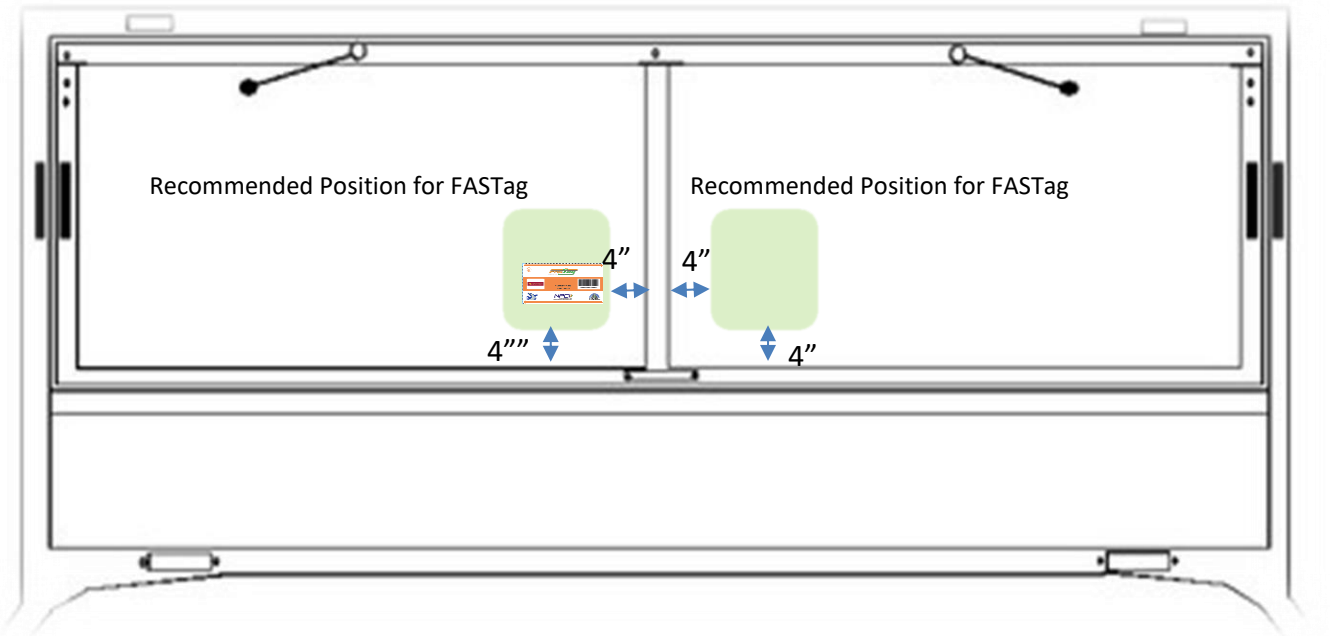
C. Trucks with 1 Part Windshield:

Following Image indicate the recommended areas for FASTAG Installation on windshield of Trucks with 1 Part Windshields:
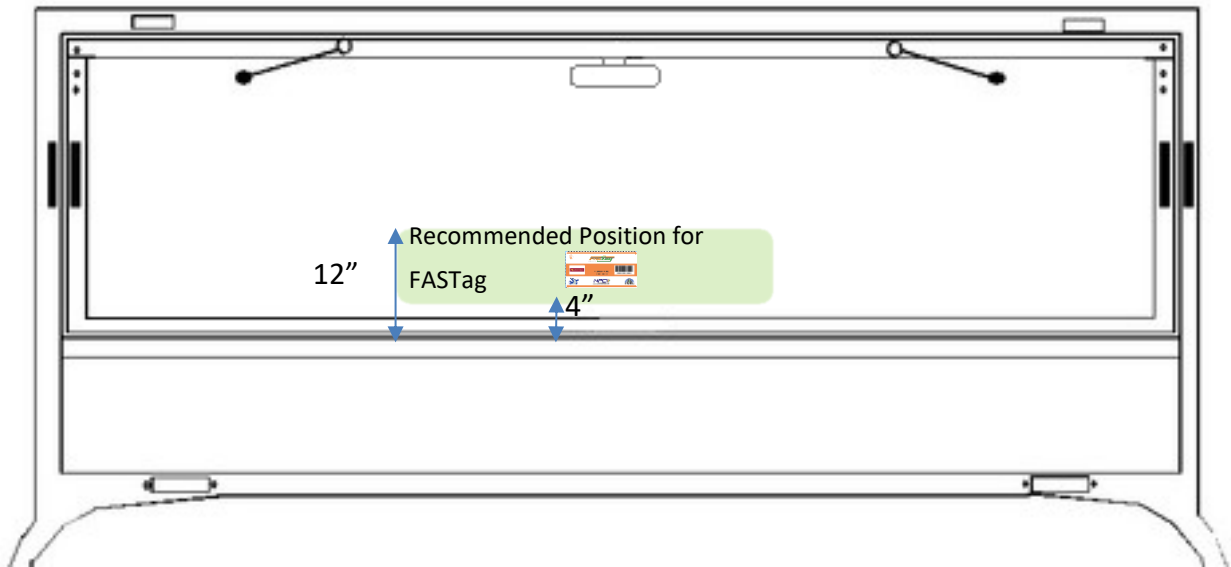
5. My FASTag App

5.1 Overview

The My FASTag App is customer mobile App and has two primary functionalities:

- First, for linking the NHAI tags to bank account of customer's choice.
- Second, for recharge of FASTag issued by any bank through My FASTag App using UPI payment.

5.2 Features

- Linking of bank-neutral NHAI FASTag to customer's bank account

  o Customers who have purchased an NHAI FASTag can download this My FASTag App and link NHAI FASTag with their existing bank account.

- Linking of bank-neutral NHAI FASTag to NHAI Wallet

  o Customers who have purchased an NHAI FASTag can download this My FASTag App and link NHAI FASTag with NHAI Wallet.

- Instant FASTag recharge through Unified Payments Interface (UPI)

  o Customer can recharge FASTag issued by any bank, directly from his/her bank account, via UPI

  o Customer can create a New UPI ID instantly and pay/recharge through any bank accounts, or pay using any BHIM UPI App active on the mobile

  o Money gets transferred directly from customer's UPI-linked bank account to FASTag Wallet/Account

  o Customer can check transaction history

  Note - Only the FASTag issuer banks which are live on UPI platform to accept FASTag reloads will appear in the list of banks in the App.

- FAQ section for convenience of users

5.3   Process of Linking with existing Bank account

My FASTag provides the option for linking a bank neutral FASTag to the existing bank account of customer's choice.

1. When user clicks on 'Link NHAI FASTag' option on the homepage of the app, system will ask for a 'Reference Number' received by the customer on SMS & Email at time of buying the tag from NHAI FASTag vendor ('Reference Number' is 6 character and alpha numeric)

2. Upon submitting the Reference Number, a One Time Password (OTP) will be sent to the customer's mobile number basis which the customer will login (Note: this OTP will be sent to customer's mobile number that was provided by the customer at POS at the time of tag purchase)

3. On successful entry of the OTP the customer will be greeted with a page displaying following customer details:

    a. Customer Name

    b. Customer Mobile Number (as was registered at the time of tag purchase)

    c. Customer Email (as was registered at the time of tag purchase)

    d. Vehicle Number

    e. TID (Tag ID)

4. Customer will select the bank name where he/she holds the bank account and proceed with linking by clicking on the "Link with your bank account" button

5. Customer will be directed to chosen bank's tag linking interface to enter the necessary details and link the tag with bank account

Note – Bank accounts of only those banks can be linked which are currently Live on My FASTag App. At present 6 banks are Live on My FASTag App viz SBI, ICICI Bank, Axis bank, HDFC bank, IndusInd Bank, Paytm Payments banks.

5.4   Process of linking NHAI FASTag with NHAI Prepaid Wallet

Option for creating a mobile wallet is now available in My FASTag App. This feature shall provide an option to the customer to create a mobile wallet in My FASTag App, in case he or she is not interested to link NHAI FASTag to his/her existing bank account.

5.5   UPI recharge Facility for bank specific FASTag

My FASTag app enables instant FASTag recharge through Unified Payments Interface (UPI). Any issuer bank's FASTag can be recharged through My FASTag App using UPI payment.

The process of UPI recharge in My FASTag App is described as below:

1. When user clicks on 'Recharge Your Existing FASTag through UPI' option on the homepage of the app, the system checks if it is a first-time user of the application or existing user.

2. For a first-time user, the App will ask for certain permissions to enable UPI based transactions through the user's mobile device. User should accept/grant the permissions to the app and proceed.

3. On the next screen, customer is required to choose the name of the bank through which customer has purchased or linked his/her FASTag.

4. On the next screen, customer should enter the Vehicle Number of the tag that he/she wants to recharge and click on 'Submit'

5. System will automatically create a default UPI ID (VPA) for the customer's FASTag and ask for customer to Validate.

6. Upon clicking 'Validate', system will check if the UPI ID (VPA) created is correct and ask for customer to check and proceed

7. Upon clicking the 'Proceed' button, 'FASTag Reload' screen will appear and ask for below inputs:

   o Amount (to be recharged on the FASTag)

   o Remarks (Optional)

8. After entering the amount, on this screen customer has two options to pay through UPI

   o Option-1: Pay using any BHIM UPI app already active on the phone

   o Option-2: Create a new UPI ID (VPA) and pay instantly from any bank account / or / Pay using a UPI ID already created on this app earlier

9. By clicking "Pay Now" in front of Option-1,

   o All active BHIM UPI applications on the customer's mobile will be displayed, for the customer to choose the desired application and complete the payment

   o On selecting the desired BHIM UPI application on this screen, user will be taken to that app and user can enter the UPI PIN on the app to approve the transaction

   o Customer's FASTag will be recharged on successful completion of the transaction

10. By clicking "Pay Now" in front of Option-2,

    o First time user:

      ▪ Will have the option to create a new UPI ID (VPA) and link any bank account with this UPI ID

      ▪ On the "Create VPA" screen, customer needs to enter his/her Name, Desired UPI ID, Email address and click on "Validate VPA" (system will check the availability of UPI ID/VPA at this stage and proceed if the entered UPI ID/VPA is not already in use)

      ▪ On the next screen, user needs to "Select the bank name for linking new UPI ID (VPA)". This should be the bank where customer holds his/her account and wants to make the payment from.

      ▪ On the next screen, customer will see a list of his/her accounts with the selected bank (only last 4 digits of the account number are displayed for security reasons)

- Customer will select the desired account, will see the 'Details' screen and click on "Proceed to register"

- Customer will see the Registered Account and UPI ID (VPA) on the next screen

- Customer should click on "Reset Pin" button to set the UPI PIN (required for first transaction only)

- Customer will be directed to next screen, and asked to enter last 6 digits of his/her debit card number and the debit card expiry date (Note: customer should enter the debit card details linked to the chosen bank account only)

- On clicking 'Proceed', customer details will be validated, customer will receive an OTP and will be requested to enter the same OTP & create a new UPI PIN (Note: this 6-digit UPI PIN will be required by the customer to approve the payment in subsequent/future transactions)

- On entering the new UPI PIN twice, customer's UPI PIN will be set and the transaction will be processed successfully (Note: User should remember and use this UPI PIN for all future transactions through this UPI ID (VPA))

o Existing / returning user:

- Will see his/her UPI ID (VPA) created on the app earlier and also the last 4 digits of his/her bank account

- Customer should click on 'Pay' button to proceed with the payment

- Next 'Recharge' screen will display all details for customer to validate and proceed by clicking on 'Pay'

- Next screen will ask for the user to enter his/her UPI PIN; upon entering the correct UPI PIN, customer's transaction will be completed and success screen will be displayed

- Customer's FASTag will be recharged with the successful transaction amount

5.6   Do's & Don'ts

- For linking of NHAI FASTag with bank account:
  o The mobile number & email ID provided by the customer at the time of NHAI FASTag purchase should be active and available to complete the tag linking.
  o Customer's bank must be live on NETC platform as a FASTag Issuer for linking with NHAI FASTag

- For UPI Based recharge of FASTag:
  o Customer's tag issuing bank must be live for accepting FASTag recharge payments through UPI
  o Customer should have the mobile number linked to his/her account number on the same device in order to process a UPI transaction successfully

Annexure – 1: Web-portal screen-shots

URL www.ihmcl.in

    A. Vendor Admin
1. Screen 1

2. Screen 2

3. Screen 3

Click on Add Branch to create Branch/Zone/ Territory

4. Screen 4

OMC Admin will fill all the required details in order to add Branch, specifying Zone/State/Office/Region

Click Save. "Branch user will receive the credentials on the above given mail ID"

B. Branch Admin web-portal steps to create the POS Agent

1. Screen 1

2. Screen 2

3. Creation of Dealer/POS Agent
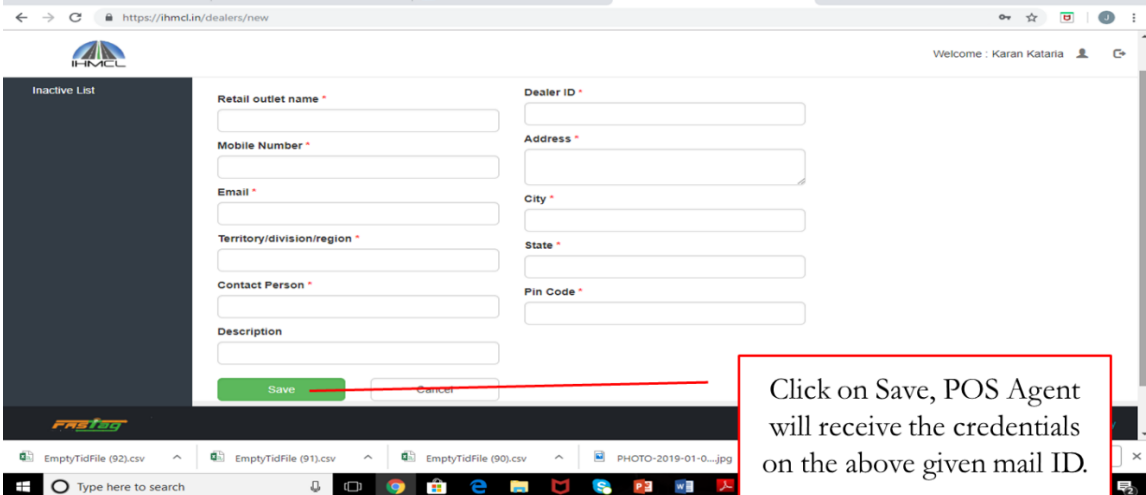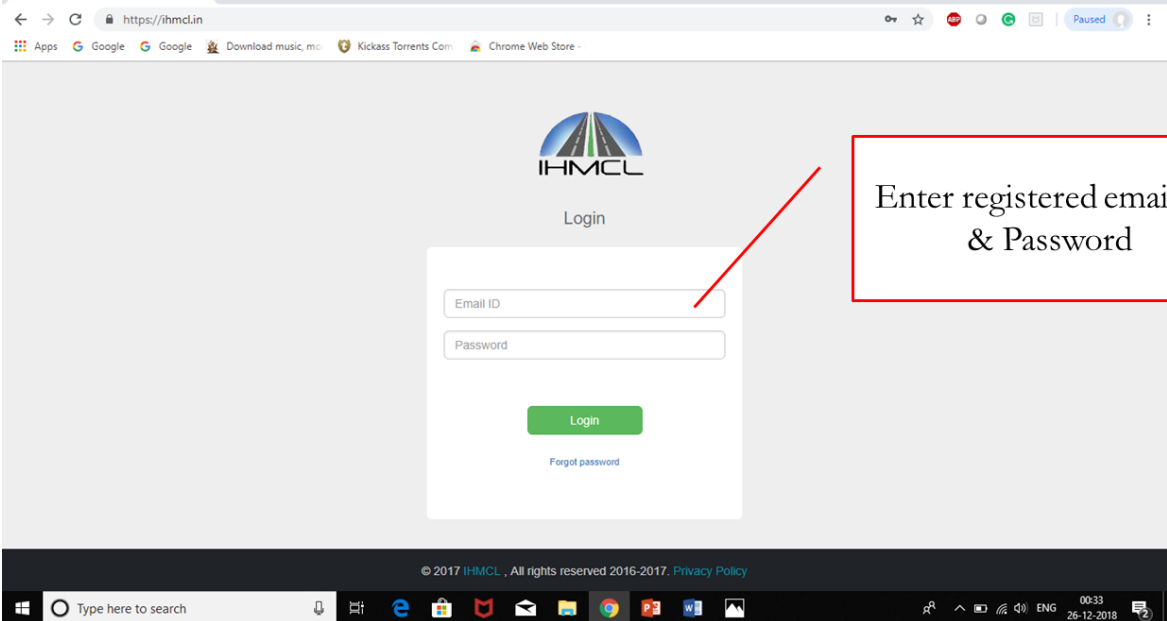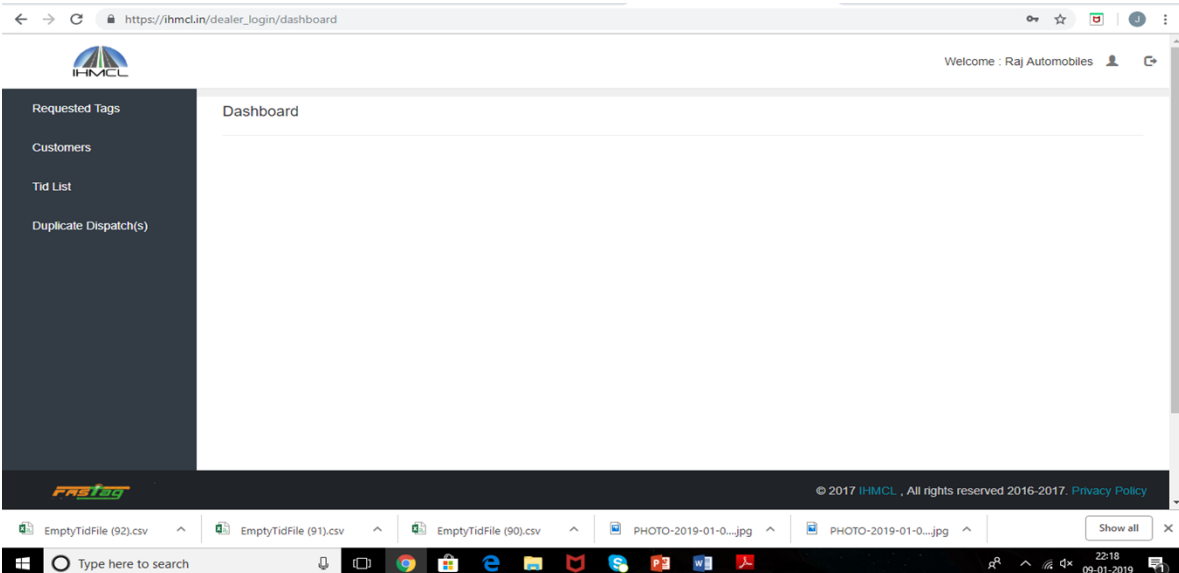
4. Details to be filled by Branch Admin

C. POS Agent web-portal steps to be followed to generate Tag request, Tag Inventory management and Sale of FASTag through web-portal.

1. Dashboard- POS Agent

Steps to be followed for Tag Inventory Management

2. Request Tags
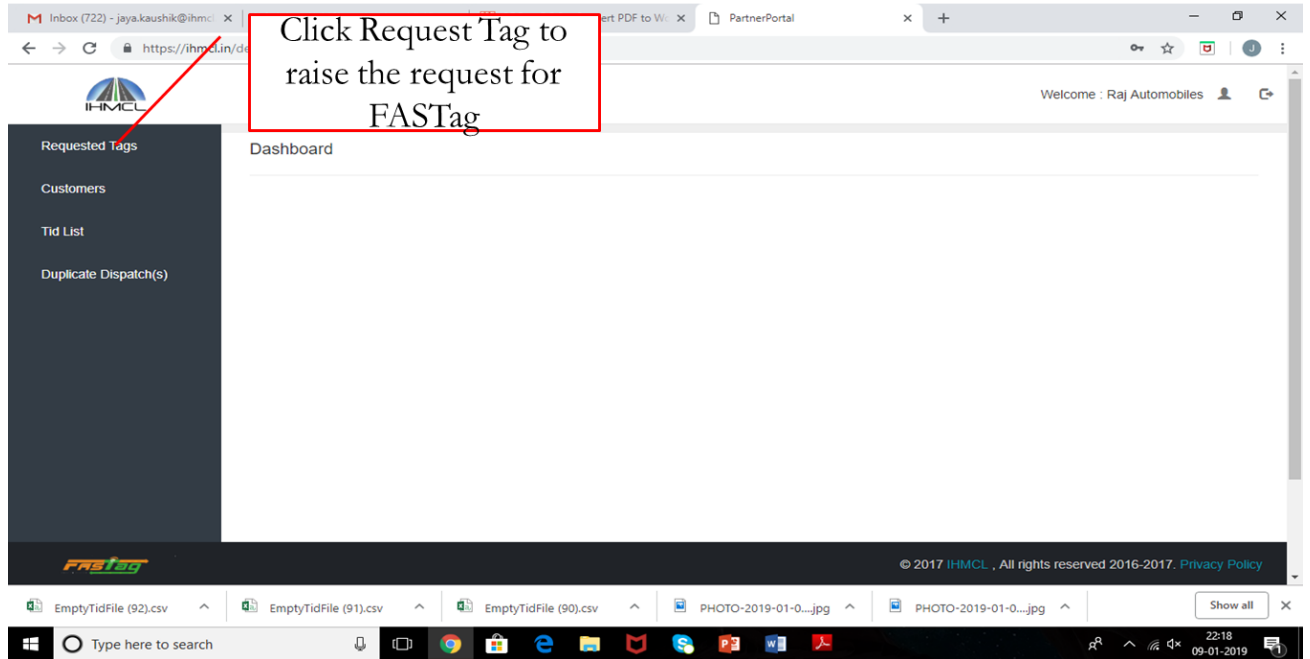
3. Request Tags- POS Agent
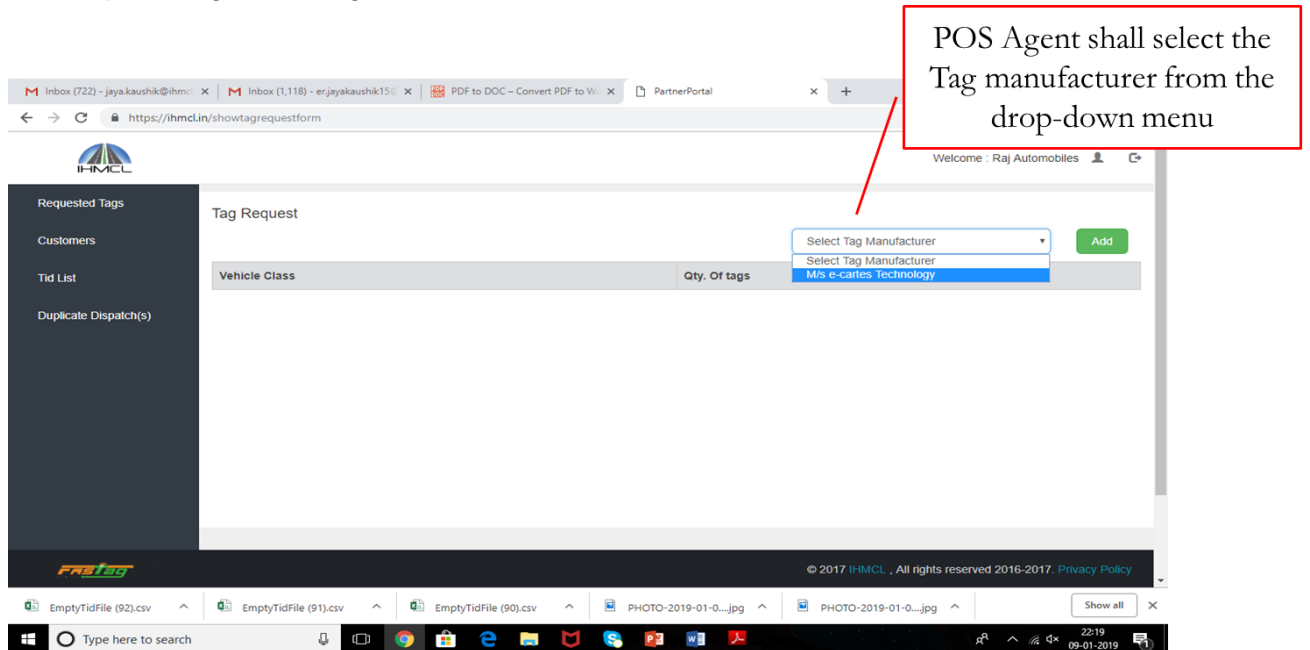
Steps to be followed for Issuance of FASTag to the Customers

TID List – POS Agent

Annexure 2: Mobile App screenshots

Steps to be followed for Issuance, Tag request through IHMCL POS App.

1.

Install the IHMCLPOS App. From Google Play.

2.

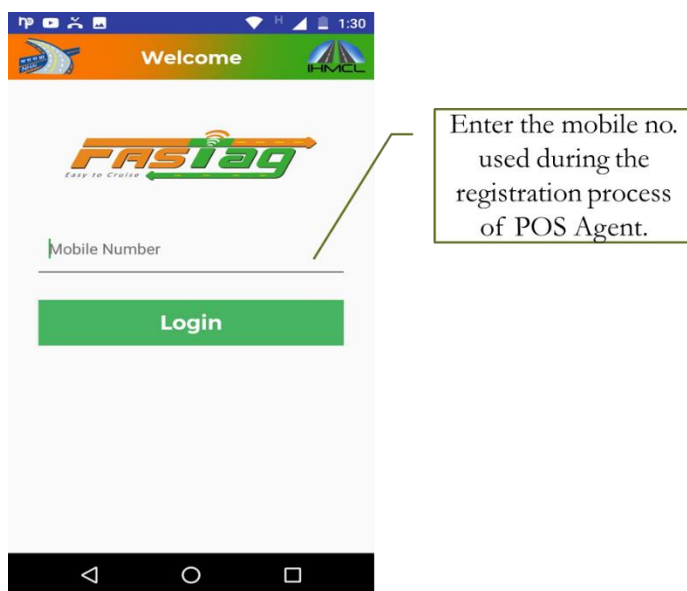Enter the mobile no. used during the registration process of POS Agent.
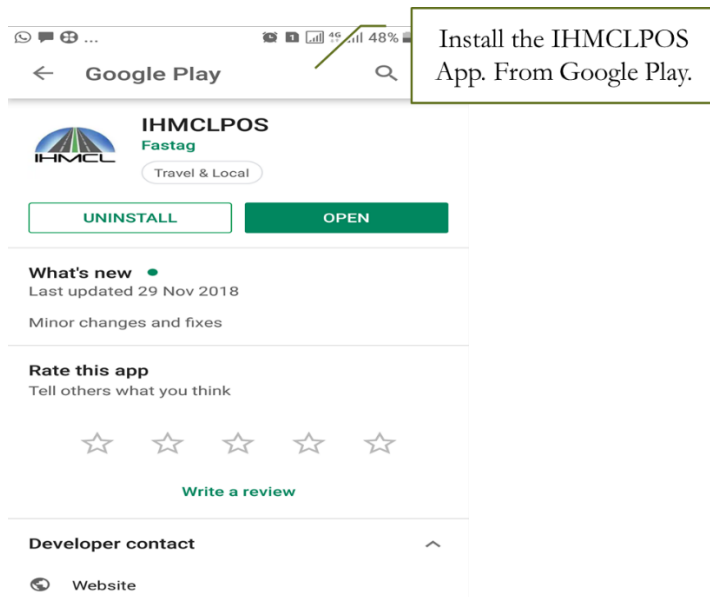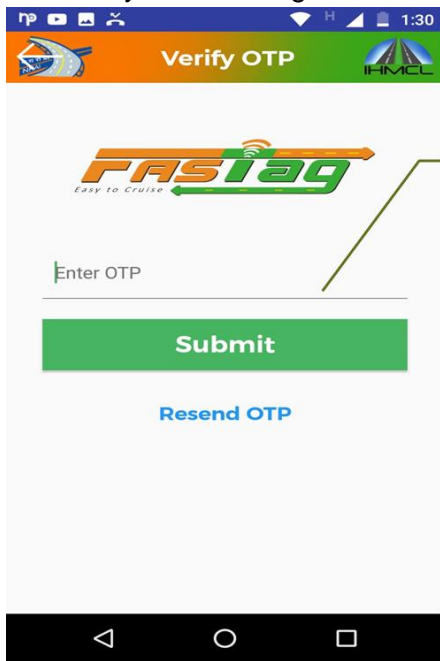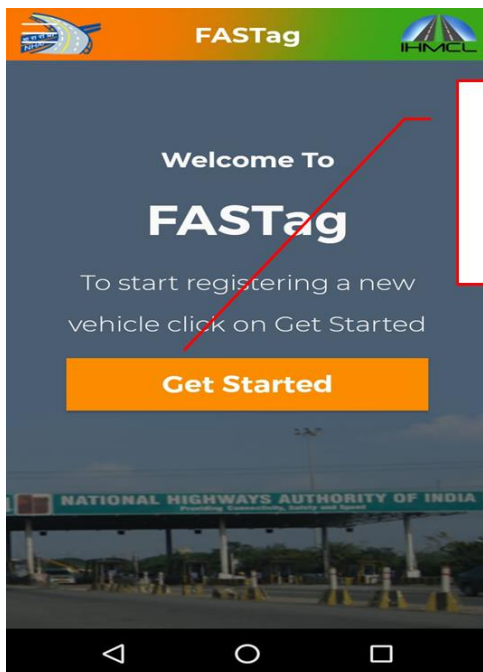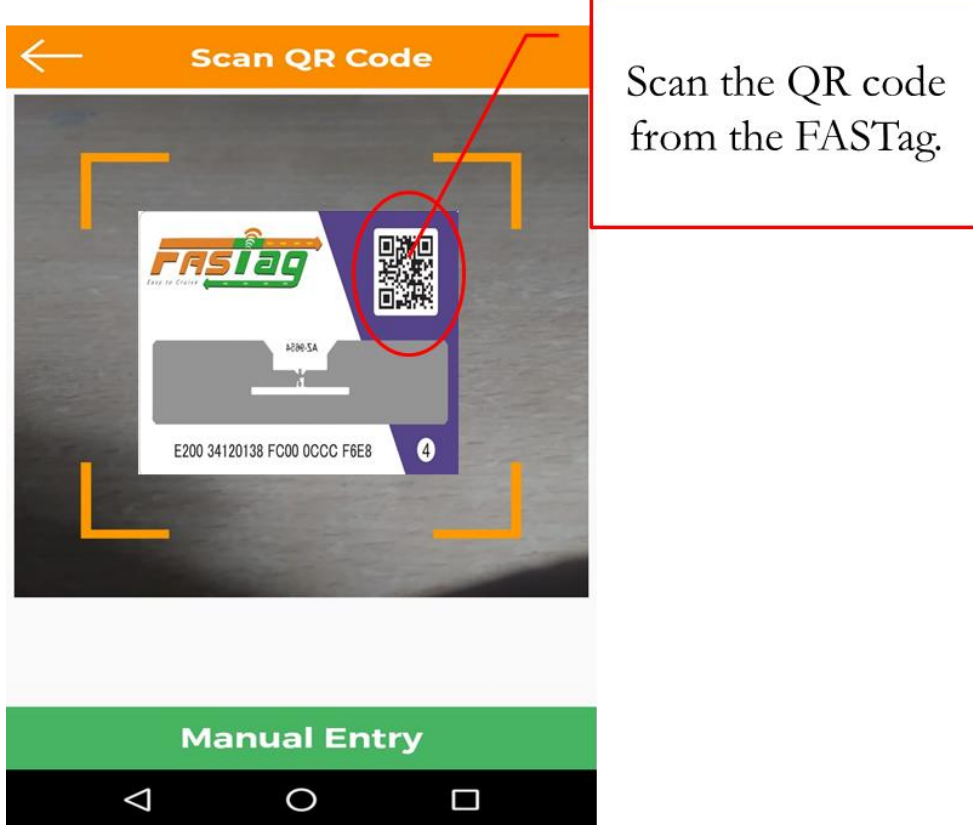
3. Verify OTP for Login

Enter the OTP received on the registered mobile no.

4. Home Screen

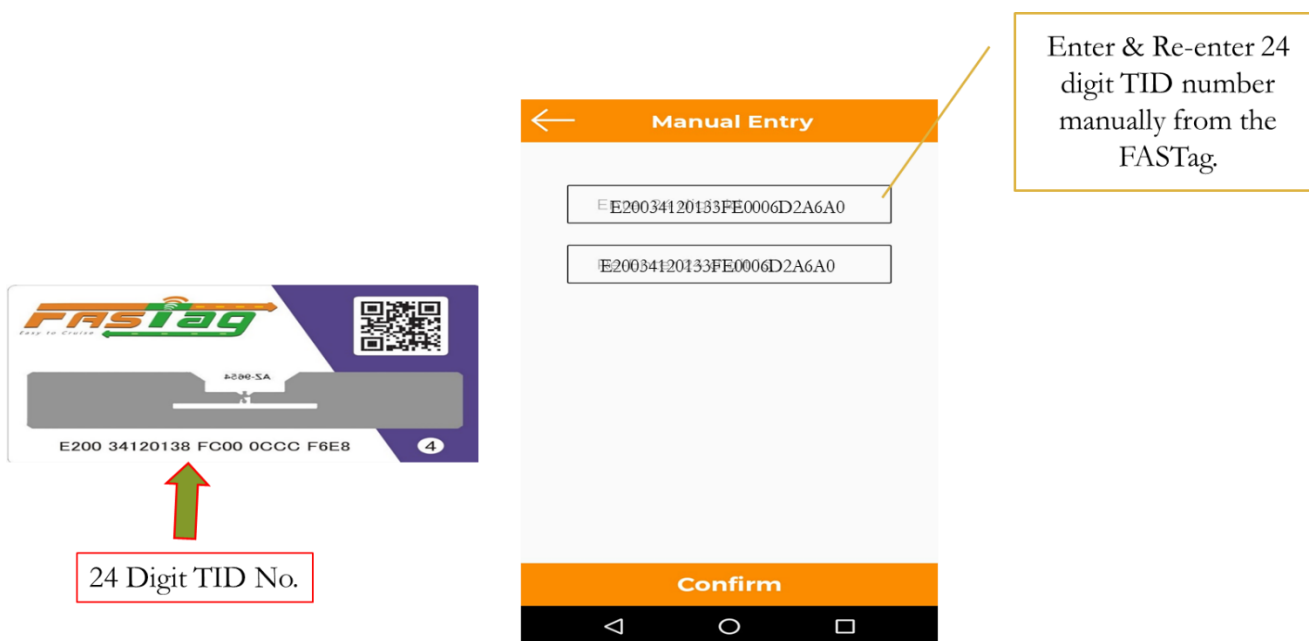Click on " Get Started " to start selling of FASTag

5. Scan QR code

Scan the QR code from the FASTag.

6. Manual entry of TID

Enter & Re-enter 24 digit TID number manually from the FASTag.

24 Digit TID No.

7. Customer Details

8. Verify OTP with customer mobile

9. Vehicle Details

Select from option :
Non- Commercial-
Car, Jeep,Van
Commercial-
Above Car,
Jeep,Van

Enter the
vehicle no. of
the customer.

Vehicle Details

* Vehicle Number

* Select Commercial Type

Chassis Number

4 - Car/Jeep/Van

4

Click Next

Next

10. Summary Screen

Customer Summary

Customer Details

Customer name	: Rajesh kumar
Mobile No	: 7794849054
Bank name	: IndusInd Bank
Email id	: uppu603@rediff.com

Vehicle Details

Vehicle number	: BH08FE6789
Vehicle type	: Non Commercial Vehicle
Chassis number	: 123456
Vehicle class	: 4 - Car / Jeep / Van/ Tata Ace

Click Submit For Final
Submission.

Submit

11. SMS received on Customer's registered mobile number

Customer will receive an SMS on the registered mobile no. which will include reference no. & link of the FASTag App. Which will be further used to login the app. And linking the FASTag with the desired Bank.
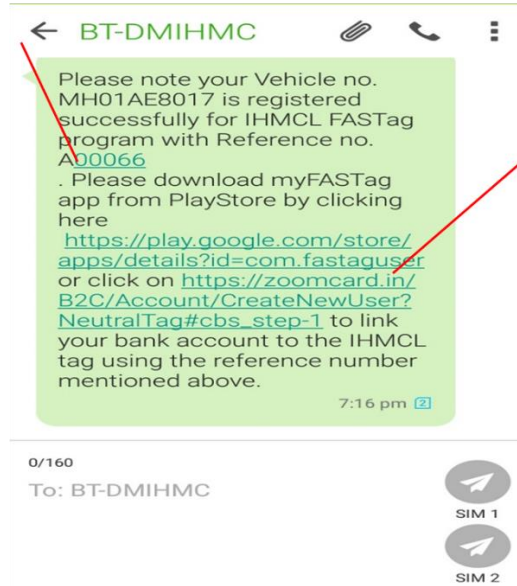
Link of the IHMCL FASTag on Play Store

12. Miscellaneous option under IHMCL POS App

13. Customers history

14. Tag Request

APPENDIX 2 – NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement dated the ……… day of -----, 2019 BETWEEN the "Grantor" AND the "Service Provider"

WHEREAS In connection with the engagement for _____, the Parties have agreed to execute this Non-Disclosure Agreement to ensure that all Confidential Information, related to development of Project Assets, shared between the Grantor and the Service Provider in the course of this bidding process is kept confidential.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions
   a. "Purpose" shall mean the development of Project Assets, assigned by the Service Provider to the Grantor.
   b. "Confidential Information" has the meaning as referred in the Concession Agreement.
   c. "Originator Party" shall mean the party that has shared the Confidential Information with the Receiving Party for the Purpose of the development of PTMS.
   d. "Receiving Party" shall mean the party that has received the Confidential Information from the Originator Party for the Purpose of the development of PTMS.

2. Handling of Confidential Information
   Both the Originator Party and the Receiving Party shall maintain the Confidential Information in confidence, and shall exercise in relation thereto no lesser security measures and degree of care than those which the applicable party applies to its own Confidential Information which the party warrants as providing adequate protection against unauthorized disclosure, copying or use. The Receiving Party shall ensure that disclosure of such Confident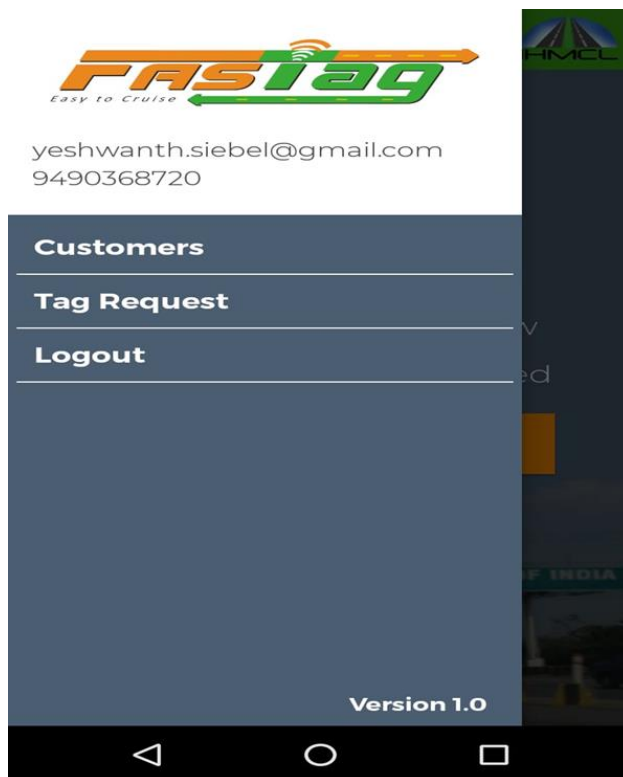ial Information is restricted to those employees, directors, officers, representatives, advisors, consultants or agents (collectively referred to as "Representatives") having the need to know the same for the Purpose. Copies or reproductions shall not be made except to the extent reasonably necessary for the Purpose and all copies made shall be the property of the Grantor. All Confidential Information and copies thereof shall be returned to the Originator Party within seven (7) days of receipt of a written request from the Grantor The Receiving Party shall not attempt to reverse engineer, decompile, disassemble or reverse translate any Confidential Information provided by the Originator Party or discover the source code or trade secrets in any such Confidential Information. Nothing in this Agreement shall limit the ability of a party to disclose such Confidential Information of the other party if such disclosure is:
   a. required to be made pursuant to any law or regulation, government authority, duly authorized subpoena or court order, whereupon that party shall provide prompt notice to the Receiving Party of the Confidential Information in question, who will thereof have the opportunity to respond prior to such disclosure;
   b. required to be made by a court or other tribunal in connection with the enforcement of such Originator Party's rights under this Agreement, or
   c. is approved by the prior written consent of the Originator Party of the Confidential Information.

3. Limitations and Warranty
   a. The Receiving Party shall:
      i. not divulge the Originating Party's Confidential Information, in whole or in part, to any third party without the prior written consent of the Originating Party's,
      ii. use the same only for the Purpose, and

iii. make no commercial use of the same or any part thereof without the prior written consent of the Originating Party.

Notwithstanding the foregoing, the Receiving Party shall be entitled to make any disclosure required by law of the Originating Party's Confidential Information

b. The Grantor warrants its right to disclose its Confidential Information to the Service Provider and to authorize the Service Provider to use the same for the Purpose

4. Disclaimer

All rights in Confidential Information are reserved by the Grantor and no rights or obligations other than those expressly recited herein are granted or to be implied from this Agreement. In particular, no license is hereby granted directly or indirectly under any invention, discovery, patent, copyright or other intellectual property right now or in the future held, made, obtained or licensable by either party. Nothing in this Agreement or its operation shall constitute an obligation on either party to enter into the aforesaid business relationship or shall preclude, impair or restrict either party from continuing to engage in its business otherwise that in breach of the terms of this Agreement.

5. Notices

All notices under this Agreement shall be in writing, sent by facsimile or first-class registered or recorded delivery post to the party being served at its address specified above or at such other address of which such party shall have given notice as aforesaid, and marked for the attention of that party's signatory of this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

6. No Bar on Participation in Projects initiated by the Grantor

The Grantor acknowledges that the advisory mandate awarded to the Service Provider will not bar the Service Provider or any of its group companies from bidding or participating in any projects initiated by the Grantor except the projects comes under Conflict of Interest as mentioned in Clause 3.2 of the Contract on the ground that the Service Provider was privy to information which was not within the public domain. On its part the Service Provider shall ensure, confirm and warrant that neither the Service Provider nor any of its group companies will mis-use the information available to it in the course of the advisory mandate to derive an unfavourable advantage in bidding /participation in any projects initiated by the Grantor .The Grantor on its part shall not summarily debar or reject the applicant/participation of the Service Provider on the ground that the Service Provider was privy to confidential information and it has derived undue advantage , unless reasonable opportunity is given to the Service Provider to put forth its say.

7. Non-Assignment

This Agreement is personal to the parties and shall not be assigned or otherwise transferred in whole or in part by either party without the prior written consent of the other party.

8. Forbearance

No relaxation, forbearance or delay by a party in enforcing any of the terms of this Agreement shall prejudice, affect or restrict its rights, nor shall waiver by a party of any breach hereof operate as a waiver of any subsequent or continuing breach.

9. Indemnity

The Service Provider agrees to indemnify the Grantor for any loss or damage suffered due to any breach by it of its obligations under this Agreement. Damages shall include all costs, expenses and attorney's fees incurred by the Grantor in the enforcement of this Agreement. PROVIDED ALWAYS THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, LOST BUSINESS, LOST SAVINGS OR LOST PROFITS OR REVENUES RESULTING FROM A BREACH OF THIS AGREEMENT EVEN IF THE BREACHING PARTY HAS BEEN ADVISED OF THE PROSSIBILITY OF THE OCURRENCE OF SUCH DAMAGES

10. Non-Publicity
    The parties shall not make any announcement or disclosure of any kind whatsoever concerning this Agreement, including without limitation the existence of this Agreement, without the other Party's prior written consent unless such announcement and/or disclosure is required by law.

11. Notwithstanding anything contained herein to the contrary, the obligations of the Parties herein shall continue for a period of one (1) year from the date of this Agreement or if a further agreement is entered into, the termination of such further agreement, whichever is the later.

12. The Originating Party and the Receiving Party agree that the obligations contained in this Agreement shall extend to the affiliated companies of the Service Provider and to all its advisors and consultants. In this respect the parties represent that an agreement to keep such information confidential, on terms similar to this Agreement, is in place before disclosing any Confidential Information to such affiliate, advisor or consultant.

13. Entire Agreement
    This Agreement constitutes the entire agreement and understanding between the parties in respect of Confidential Information and supersedes all previous agreements, understandings and undertakings in such respect. This Agreement cannot be amended except by written agreement signed on behalf of each party by their authorized signatories.

14. Dispute Resolution
    The parties shall attempt to resolve any dispute arising out of or in connection with this Agreement as per conditions specified in the Concession Agreement.

15. Governing Law and Jurisdiction
    This Agreement shall be governed by and construed in all respects in accordance with the laws of India IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written

    On behalf of Grantor
    Name _____
    Title _____
    Signature _____

    On behalf of Service Provider
    Name _____
    Title _____
    Signature _____

PART – VI: ANNEXURES

Annexure 1: Covering Letter

(In the letterhead of the Bidder)

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

Subject: Selection of Bidder for _____

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 application. Our application is unconditional and unqualified.

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

3.   I/We understand that:

    a. this Bid/Proposal, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite application fee and/ or prescribed supporting document shall be summarily rejected.

    b. if at any time, any averments made or information furnished as part of this application is found incorrect, then the application will be rejected

    c. IHMCL is not bound to accept any/ all Bid (s) it will receive.

4.   I/We declare that:

    a) I/We have been operating in the online sales since last 1 year as on 30 Sep 2019.

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

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

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

Name …………………

Designation/ Title of the Authorized Signatory…………………………

Annexure 2: Brief Information about the Applicant(s)

(To be prepared on letterhead of the Applicant)

Subject: Selection of _____

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

2.   Address for correspondence with Telephone/ Fax numbers/ e-mail address:
     (a)   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 Number (for returning EMD)

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

4.   Applicant details

Required Info	Documentary Evidence Attached (Yes/No, along with page no.)
Field of business	
Registration Status	
Qualifying Projects – value, client, key features	
Average Turnover	
Is Bidder debarred by any Government entity (Yes/No)	

5.   Financial details/projects meeting the qualifying criteria

Name …………………

Designation/ Title of the Authorized Signatory………………………

Annexure 3: Bidder's Annual Turnover

RFP Ref_____   (Date)

From,   To,

(Name & Address of the Bidder)   General Manager,
_____   Indian Highways Management Co. Ltd.
_____   2nd Floor, MTNL Building, Sector –19, Dwarka
                                                          New Delhi 110 075

Subject: --

Dear Sir/Madam,

We hereby certify that the average annual turnover of M/s. _____ (name of the bidder) for the last three financial years (ending 31st March of the previous financial year) is as given below:

Annual Turnover for the last 3 Financial Years (FYs) in Indian Rupees (INR)			
FY Current (2018-19)	FY Current-1	FY Current -2	Average

Annual Net worth for the last 3 Financial Years (FYs) in Indian Rupees (INR)			
FY Current (2018-19)	FY Current-1	FY Current -2	Average

Yours Sincerely,

(Signature of Statutory Auditor)
Name of the Statutory Auditor:
Name of the Statutory Auditor Firm: **Seal:**

Annexure 4: Power of Attorney

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 applications, 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 EXECUTED THIS

POWER OF ATTORNEY ON THIS .... DAY OF ...., 2018

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 Applicant 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 Applicant.

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, Applicants 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.

Annexure 5: Format for Performance Bank Guarantee

To,
General Manager,
Indian Highways Management Company Ltd
2nd Floor, MTNL Building,
Sector-19, 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 "**SELECTION OF
SERVICE PROVIDER FOR ONLINE SALE OF NHAI FASTag ON E-COMMERCE PORTALS
SUCH AS AMAZON, FLIPKART, ETC.** "
 " *(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.

Annexure 6: Format for Affidavit Certifying Non-Blacklisting

(On Non-Judicial stamp paper of appropriate value)

Affidavit

I, M/s. …………………………………………………………………, (the name and addresses of the registered office of the Bidder(s))hereby certify and confirm that we or any of our promoters/ directors are not barred or blacklisted by any state government or central government / department / agency in India from participating in projects, either individually or as member of a Consortium as on the .... (Not earlier than 3 days prior to the Bid Due Date).

We undertake that, in the event of us or any of our promoters/directors being blacklisted / barred at any time post the date of this affidavit, we shall intimate IHMCL of such blacklisting.

Dated this ……………………..Day of …………………., 2018.

Name of the Bidder
………………………………………….
Signature of the Authorised Signatory

…………………………………………
Name of the Authorised Signatory

Annexure 7: Format for Financial Bid Submission

Please note:

1. *The financial bid needs to be submitted on e-procurement portal only.*
2. *Bidder must bid for all e-commerce portals as mentioned above*
3. *In case, a bidder does not bid for any particular e-commerce portal, the bid shall be summarily rejected*

SI #	Name of E-Commerce Portal	Rate per Tag sold, including GST as applicable (in Rs.) (A)	Maximum packaging & delivery Cost to be charged from a customer (in Rs.) including GST as applicable (B)	Total Price (in Rs.) including GST as applicable (C) = (A) + (B)
	AMAZON.IN			
	FLIPKART.COM			
	SNAPDEAL.COM			