

CORRIGENDUM - 12

Dated: 03.12.2020

Request for proposal (RFP) for Selection of Master ETC Service Provider at National Highways Fee Plazas

RFP Reference No.: IHMCL/Master ESP/2020/01 published on dated 25.06.2020

Sl. No.	Section/ Reference	Original Clause	Updated Clause						
1.	Clause 5.6.3, page no. 38 And SI No. 8, Corrigendum-2	Payment Terms	<p>Revised payment terms shall be as below –</p> <p>5.6.3 Payment Terms</p> <p>i. Within 60 days of receiving invoice from the Master ESP, IHMCL shall release payment to the Master ESP after deduction of penalty/damage, if any. (stands deleted)</p> <p>ii. IHMCL would release the payment to the Master ESP, as follows:</p> <p style="margin-left: 40px;">a. 75% of the Quoted Percentage of all ETC transaction value processed & settled through NETC CCH system for each toll plaza in a Zone shall be released on daily basis through respective acquirer bank at toll plazas as selected by Master ESP.</p> <p style="margin-left: 40px;">b. The balance payable amount for all toll plazas in the Zone shall be released upon submission of a Monthly Invoice along with supporting documents, including system generated SLA report, subject to deduction of applicable penalties/deduction for breach in any SLA as defined in the RFP.</p> <p>iii. The payment of balance amount as in (ii) b above shall be within 30 days subject to timelines as below -</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">Submission of Monthly invoice by Master ESP along with all requisite supporting documents & system generated SLA report</td> <td style="padding: 5px;">Within 7 days of the subsequent month.</td> </tr> <tr> <td style="padding: 5px;">Observation from IHMCL on the monthly invoice, as applicable</td> <td style="padding: 5px;">Within 1 week from the date of receipt of invoices.</td> </tr> <tr> <td style="padding: 5px;">Clarification/response by Master ESP to IHMCL on observation by IHMCL</td> <td style="padding: 5px;">Within 1 week from date of intimation by IHMCL</td> </tr> </table>	Submission of Monthly invoice by Master ESP along with all requisite supporting documents & system generated SLA report	Within 7 days of the subsequent month.	Observation from IHMCL on the monthly invoice, as applicable	Within 1 week from the date of receipt of invoices.	Clarification/response by Master ESP to IHMCL on observation by IHMCL	Within 1 week from date of intimation by IHMCL
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Sl. No.	Section/ Reference	Original Clause	Updated Clause	
			Release of payment by IHMCL, subject to deduction of penalty/damage, if any	Within 1 week from the date of submission of all clarification by IHMCL.
			<p>Note - In case of no observation on the monthly invoices or absence of any applicable penalty/damage, the payment of balance amount as in (ii) b above shall be released within 2 weeks from the date of receipt of Invoices.</p> <p>iv. In line with clause 5.6.3. (ii) above, Master ESP shall be required to make necessary arrangement for settlement of payment with the concerned acquirer bank accordingly.</p> <p>Notwithstanding anything contained in the Contract Agreement, IHMCL shall only be liable to make any payment, provided it has received sufficient funds in advance from NHA. (stands deleted)</p>	
2.	Corrigendum – 10, Sl. No. 2	i. The Bidder and selected acquirer bank(s) shall be required to provide consent to sign a tri-partite agreement in case of Award of Contract. Format for providing consent for signing a tri-partite agreement is provided in Annexure-2 of this Corrigendum- 10.	<p>i. The Bidder and selected acquirer bank(s) shall be required to provide consent to sign a tri-partite agreement in case of Award of Contract. Format for providing consent for signing a tri-partite agreement is provided in Annexure-2 of this Corrigendum- 10.</p> <p>The format of draft Tripartite Agreement is provided at Annexure-1 of this Corrigendum-11.</p>	

Annexure -1: Format for Signing of Tripartite Agreement

DRAFT TRIPARTITE AGREEMENT

This Tripartite Agreement (“Agreement”) is made and executed at _____ on this day _____ of 20__ and shall come in to effect on _____ (“**Effective Date**”), by and between

Indian Highways Management Company Limited, having its registered office at NHAI, G-5 & 6, Sector 10, Dwarka, New Delhi-110075 (hereinafter referred to as ‘**IHMCL**’, which expression shall include its successors, executors and permitted assigns) of the **First Part**;

And

_____, a company incorporated under the Companies Act, 1956/2013 having its registered office at [●] (hereinafter referred to as the “**Master ETC Service Provider**”) which expression shall unless repugnant to the context shall include its successors and permitted assigns) of the **Second Part**;

And

_____, an certified Acquirer bank under National Electronic Toll Collection (FASTag) Programme, having its registered office at [●] (hereinafter referred to as the “**Acquirer Bank**” which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the **Third Part**.

IHMCL, Master ETC Service Provider and the Acquirer Bank shall hereinafter be collectively referred to as “Parties” and individually as a “Party”.

WHEREAS

- A. Indian Highways Management Company Limited (herein after referred to as IHMCL) a company registered under Companies Act, 1956 with CIN :U74140DL2012PLC246662 having its registered office at NHAI HQ, Plot G-5 & 6, Sector -10, Dwarka, New Delhi -110075 incorporated for implementation of Electronic Toll Collection(ETC) and other Intelligent Transportation System (ITS)/ transportation related solutions on Highways in India.
- B. With reference to Request for proposal (RFP) for Selection of Master ETC Service Provider at National Highways Fee Plazas, dated 25 June 2020, IHMCL has engaged the Master ETC Service Provider for zone [●] with a view to bringing in in a centralised control & management of ETC system for the allocated NH fee plazas by enabling real-time monitoring of traffic & fee collection data, standardised system-generated reports, standardisation of ETC system

conforming to technical specifications and requirements as revised from time to time ("Project"). A separate Contract Agreement has also been signed between IHMCL and Master ETC Service Provider to this effect.

- C. Master ETC Service Provider has selected the Acquirer Bank in order to provide acquiring services at toll plazas allocated to the Master ETC Service Provider under this Project.
- D. Now, in light of the above, the Parties have agreed to enter into this Agreement on the terms and conditions as detailed hereunder.

1. Roles and Obligations of Master ETC Service Provider and Acquirer Bank

- i. Both Master ETC Service Provider and Acquirer Bank agree and acknowledge that both the Parties shall be required to enter into a separate agreement whereby they shall mutually agree on the terms and conditions, such as acquiring rate, duration of engagement, payment settlement process/cycle, etc. as applicable, to carry out respective roles and responsibilities of providing ETC services and acquiring services under this Project.
- ii. Upon release of payment by IHMCL, Master ETC Service Provider shall ensure prompt release of proportionate amount to Acquirer bank or vice-versa as per mutually agreed terms and conditions.
- iii. The Master ETC Service Provider shall not pass on or deduct any penalty imposed by IHMCL to its selected acquirer bank for reasons not pertaining to acquiring services as applicable under NETC programme guidelines.
- iv. The Acquirer bank duly agrees and acknowledges the fact that Master ETC Service provider shall have the right to deduct any penalty amount imposed by IHMCL on account of default or deficiency in the acquiring services provided by the Acquirer Bank.
- v. The Acquirer Bank warrants that it shall, during its services at the acquired toll plaza, substantially conform to all the specifications & standards under NETC programme and duly discharge the roles and responsibilities at all of its acquired toll plazas.
- vi. The Acquirer Bank also acknowledges and accepts to adhere to the SLA guidelines pertaining to acquiring services as issued by NHAI/IHMCL and amended from time to time.
- vii. In case of any change of an acquirer bank at any toll plaza during Contract Period, Master ETC Service Provider and Acquirer Bank agree and acknowledge to adhere to the toll plaza roll-over guidelines under NETC programme, as applicable.
- viii. Each party will act in good faith in the performance of its respective duties and responsibilities and will not unreasonably delay or withhold the giving of consent or approval required for the other party under this Agreement.

2. Counterparts

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

3. Termination

- i. This Agreement shall stand terminated on event of termination of the Contract Agreement between IHMCL and Master Service Provider for providing ETC services at its allocated toll plazas, or, on event of cessation of agreement between Master ESP and the Acquirer bank.
- ii. On event of Termination of this Contract, the toll plazas shall be smoothly rolled over to the newly appointed acquirer bank within 30 days from the date of intimation of appointment of new acquirer bank by IHMCL. The existing Acquirer Bank shall be required to obtain a No Objection certificate from the toll plaza operators/concessionaire and shall be responsible for settlement/resolution of all pending transaction related issues of the toll plaza operator/concessionaire happened during the period of their operations.

4. Language

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

5. Documents

All documents shall be delivered in paper or electronic format.

IN WITNESS WHEREOF this Agreement has been executed on the day and year hereinabove first written.

For and on behalf of <IHMCL>

Sign : _____
Name : _____
Title : _____

For and on behalf of <Name of Master ETC Service Provider>

Sign : _____
Name : _____
Title : _____

For and behalf of <Name of Acquirer Bank>

Sign: _____
Name: _____
Title: _____