

Request for Proposal (RFP) for hiring Service Provider for establishing Point of Sales (POS) locations for sales and registration of FASTag at Toll Plazas and other location(s) – North, South, Central & West Zones

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**RFP Reference No.: IHMCL/FASTag/POS-All Zone/2020**



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.

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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

PART – IV: SCOPE OF WORK

PART – VI: CONDITIONS OF CONTRACT

PART – VII: ANNEXURES

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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
Establishing Point of Sales (POS) locations for sales and registration of FASTag at Toll Plazas and other location(s) as specified by IHMCL	Rupees Five Thousand Only (INR 5,000)	In line with Ministry of Finance Office Memorandum No. F.9/4/2020-PPD dated 17.11.2020, the Bidder shall provide the Bid Security/Earnest Money Deposit in the Bid Security Declaration format provided in Annexure-9 The above clause pertaining to EMD shall be applicable wherever mentioned in the RFP.	20 January 2021 (Upto 15:00 IST)

- b) All clarifications/ corrigenda will be published only on the e-procurement portal <http://etenders.gov.in> and IHMCL website [www.ihmcl.co.in](http://www.ihmcl.co.in)
- 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 Successful 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 15 July 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	06.01.2021– (bid release date)
2.	Last date for receiving queries	10.01.2021
3.	Pre-Bid meeting at IHMCL HQ	11.01.2021 (at 11:00 Hrs IST)
4.	IHMCL to response to queries latest by	14.01.2021
5.	Bid Due Date (for online submission)	20.01.2021 (Up to 15:00 Hrs IST)
6.	Physical submission of <ul style="list-style-type: none"> <li>• Document Fee</li> <li>• EMD/Bid Security</li> <li>• Power of Attorney</li> <li>• Any other relevant document(s) as per RFP</li> </ul> Physical submission shall be done at IHMCL office (NHAI HQ, Dwarka -Sec-10).	20.01.2021 (Up to 15:30 Hrs IST)
7.	Opening of Technical Bids	21.01.2021 at 16:00 Hrs
8.	Opening of Financial Bid	within 10 days from Bid Due Date
9.	Letter of Award (LOA)	Within 15 days of Bid Due Date
10.	Letter for Commencement of Services (post verification of Bank Guarantee)	Within 7 days of issuance of LOA
11.	Validity of Bid	120 days from Bid Due Date
12.	Signing of Agreement	Within 20 days of award of LOA

## **PART – III: INSTRUCTIONS TO BIDDERS(ITB)**

### **BID CONDITIONS**

#### **1.1 INFORMATION**

The Bidders are invited to submit Technical, and Financial Proposals (collectively called as “The Proposal”), as specified in this RFP, for Establishing Point of Sales (POS) locations for sales and registration of FASTag at Toll Plazas and other location(s) across one, or multiple, zones across India 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 BIDDING FEES**

##### **a. Document Fee:**

The non-refundable Document Fee needs to be deposited in following bank Account of IHMCL and proof of payment (UTR no. etc.) needs to be submitted in the Technical Proposal Document: -

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

Proposals not containing the document fees will be rejected.

**b. Bid Security/Earnest Money Deposit (EMD):** In line with Ministry of Finance Office Memorandum No. F.9/4/2020-PPD dated 17.11.2020, the Bidder shall provide the Bid Security/Earnest Money Deposit in the Bid Security Declaration format provided in Annexure-9

**c. All documents related with Application Fee, EMD, Power of Attorney, relevant annexures, eligibility documents etc. need to be submitted on e-tender portal. The Bidder shall submit the scanned copy of the original documents as mentioned in the RFP along with the bid on or before due date of submission. Evaluation of bids shall be carried out with the available scanned copy of original document submitted by bidder on e-portal as per RFP requirement.**

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
  - (ii)

or technical consultant/ adviser of IHMCL in relation to any matter concerning the Project;

- (iii) "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.
  - (iv) "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;
  - (v) "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;
  - (vi) "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 from IHMCL, furnish such clarification to the satisfaction of IHMCL within three (03) 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 PRE-BID MEETING**

- a. Pre-Bid Meeting of the Bidders will be convened at the designated date, time as specified in the Key Dates through Video Conference. A maximum of two representatives of each Bidder will be allowed to participate from the Bidder.
- b. The Bidders who are interested in attaining the pre-bid meeting should confirm IHMCL about the participation one day prior to the schedule. The confirmation can be sent to [tenders@ihmcl.com](mailto:tenders@ihmcl.com).
- c. During the course of Pre-Bid Meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of IHMCL. IHMCL will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

## 1.5 **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:

SI #	Requirement Parameter	Eligibility Conditions/Conditions	Supporting Document to be provided
1.	<b>Legal Entity</b>	<p>i. The Bidder must be a business entity incorporated in India under the Companies Act, 1956/2013 or the Limited Liability Partnerships Act, 2008.</p> <p>ii. Consortiums are not eligible to bid in this RFP.</p> <p>iii. The Bidder should be registered with GST in India.</p>	<p>i. Copy of Certificate of Incorporation / Registration under Companies Act, 1956/2013, as applicable.</p> <p>ii. GST Registration Certificate</p>
2.	<b>Annual Turnover</b>	<p>The Bidder should have an average annual turnover of minimum Rs. <b>Ten crores</b> during the last three (03) financial years, i.e. FY 2017-18, FY 2018-19 and FY 2019-20.</p> <p><i>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.</i></p>	<ul style="list-style-type: none"> <li>• Certificate from a Chartered Accountant clearly specifying the annual turnover for the specified years</li> <li>• Audited and Certified copies of Balance Sheet and Profit/Loss Account of last 3 Financial Years last three (03) financial years, i.e. FY 2017-18, FY 2018-19 and FY 2019-20</li> </ul>
3.	<b>Net worth</b>	<p>The Bidder must have positive Net worth in Indian Rupees as on 31 March, 2020.</p> <p>For the purpose of this RFP, net worth (the "Net Worth") shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.</p>	<ul style="list-style-type: none"> <li>• Certificate from a Chartered Accountant clearly specifying the net worth of the firm as on 31 March 2020-.</li> </ul>

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SI #	Requirement Parameter	Eligibility Conditions/Conditions	Supporting Document to be provided
		<i>For the purpose of this criterion, net-worth of only the bidding entity will be considered. Net-Worth of any parent, subsidiary, associated or other related entity will not be considered.</i>	
4.	<b>Relevant Experience</b>	<p>The Bidder should have experience of at least One (1) project related to Setting up of sales and distribution channel, including Point-of-Sale (POS) setup in India related to below-mentioned product line/category during last seven years as on the Bid Due Date for Central/State Government departments/Government entities including PSUs/Banks/Telecom companies or other private entities operating in India:</p> <p>Product line/category</p> <ul style="list-style-type: none"> <li>Financial products such as banking/Insurance, etc.</li> <li>Identity related (viz. Aadhaar card PAN, etc.</li> <li>Telecom (viz. Sim cards)</li> <li>G2C e-Governance service</li> </ul>	<p><b>Bidder:</b></p> <ol style="list-style-type: none"> <li>1. Work order/ Contract clearly highlighting the relevant scope of work, and contract value, year of execution.</li> <li>2. Completion Certificate issued &amp; signed by the competent authority of the client entity on the entity's letterhead</li> </ol> <p>OR</p> <p>Self-certificate from the bidder signed by authorised signatory for this bid holding written special power of attorney on stamp paper along with the official contact details of the competent authority of the client entity. IHMCL reserves the right to contact the aforementioned competent authority.</p> <p>In case of large on-going projects the completion/self-certificate may specify successful execution and in-operation status of a part of the</p>

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SI #	Requirement Parameter	Eligibility Conditions/Conditions	Supporting Document to be provided
			order meeting the requirement. The format of the self-certificate is provided in Annexure 7
5.	<b>Undertaking of Blacklisting</b>	The Bidder should not have been black-listed by any State / Central Government Department or Central /State PSUs as on Bid Due Date. The Bidder should not have been suspended by IHMCL at any point of time.	Affidavit certifying non-blacklisting as per format given in Annexure



## **1.6 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.

## **1.7 SUBMISSION, RECEIPT AND OPENING OF PROPOSALS**

### **1.7.1 Submission of Bids**

- a. 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 ONLY. No physically submission of any technical documents is allowed.
- b. No proposal shall be accepted after the due date and time for submission of Proposals as specified in "Schedule of the Tender".
- c. 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 an e-mail at tenders@ihmcl.com, 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.
- d. Submission, Format and signing of Application
- e. All documents including Application Fee, EMD, Power of Attorney, relevant annexures, eligibility documents etc. need to be submitted on e-tender portal. The Bidder shall submit the scanned copy of the original documents as mentioned in the RFP along with the bid on or before due date of submission. Evaluation of bids shall be carried out with the available scanned copy of original document submitted by bidder on e-portal as per RFP requirement. However, the successful bidder has to submit the original documents physically with IHMCL before the issue of LOA. There shall be no physical submission of application.
- f. The Applicant shall provide all the information sought under this RFP. IHMCL will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection.
- g. The Application/Bid Documents uploaded on e-tender portal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application.

### **1.7.2 Opening of Physical Documents**

- a. Opening of Bids will be done through online process only.
- b. IHMCL shall open Technical Bids as per schedule specified in Key Dates, in the presence of the authorized representatives of the Bidders, who choose to attend. IHMCL will examine and evaluate the Bids in accordance with the provisions of this RFP.

- c. During evaluation and comparison of bids, IHMCL may, at his discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing via email, asking the Bidder to respond by a specified date, and also mentioning therein that, if the Bidder does not comply or respond by the date, his tender will be liable to be rejected. No post bid clarification at the initiative of the bidder shall be entertained. The shortfall information/ documents shall be sought only in case of historical documents which pre-existed at the time of the bid opening and which have not undergone change since then.

## **1.8 EVALUATION OF BIDS**

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

### **i. Phase-1: 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)** shall have to be submitted as mentioned in clause 1.2.
- b) **EMD/Bid Security:** - In line with Ministry of Finance Office Memorandum No. F.9/4/2020-PPD dated 17.11.2020, the Bidder shall provide the Bid Security/Earnest Money Deposit in the Bid Security Declaration format provided in Annexure-9

### **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) on the e-tender portal. 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 Technical

Proposal

- 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.

**ii. 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 8: 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 be 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) The Bidder who has quoted the least Financial Bid for each zone shall be considered as the Successful Bidder for that zone..
- f) In case, two or more Bidders secure identical Financial Bid for any zone(s), Successful Bidder shall be determined through a draw of lots conducted in the presence of such Bidders for that respective zone.

### **1.9 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 seriously imbalanced amount, which shall be final, binding and conclusive on the Bidder.

### **1.10 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.

### **1.11 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 (3) 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 Nine Lakhs (The above clause pertaining to PBG shall be applicable wherever mentioned in the RFP) for each zone under the Bid shall be furnished from a Nationalized/ Scheduled Bank, within seven (7) 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.

## 1.12 PAYMENT TERMS

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

- i. **Quarterly Payment** = (Quoted Rate per Tag for the Zone as per Financial Bid \* Number of FASTags issued in the quarter by the Service Provider ) + (Fixed Assured Payment \* Number of POS operational in the quarter) + (Incentive for Tag linked to NHAI Wallet \* Number of Tags linked) – Penalties/Deductions for the Quarter
- ii. Fixed Payment shall be Rs. 5,000 for each POS location per month. In case a location is operational for less than full quarter, the Fixed Assured Payment shall be calculated on a pro-rata basis for the quarter.
- iii. An incentive of Rs.50 per tag shall be paid for each bank-neutral tag linked to the NHAI Wallet on My FASTag App.
- iv. The Penalties (“Penalties”) shall be calculated as for following formula
  - a) Tag pasted on wrong vehicle, or wrong category of vehicle (Vehicle -tag mismatch) : Revenue loss owing to the vehicle operations + Rs. 1,000 (One thousand Rupees)
  - b) Any unregistered tag transaction at Toll Plazas for tags assigned to POS agents of the Service Provider : The revenue loss incurred to the toll plaza operator / concessionaire + Rs. 1,000 (One thousand Rupees) per such instance.
  - c) Proven instance of charging more than Rs. 100 for selling FASTag – Rs. 2,000 (Two thousand Rupees) per such instance. Repetitive occurrence may led to Termination of the contract.
  - d) Unauthorized absence of POS agent at the specified location: Any unauthorized absence beyond 2 days a month – Rs. 500 per day. If POS agent is absent for beyond 5 days a month, no payment under Fixed Assured Payment as in Quarterly payment (i.e. Rs. 5000 per month) shall be released for that particular month.
  - e) POS agent shall be set up at specified location within maximum 7 days from the date of intimation. Any delay beyond 7 days: Rs. 500 per day
  - f) However, if the calculated penalty for any quarter exceeds 50% of the payment for the quarter, IHMCL may adopt the following measures
    1. Notice to the Service Provider regarding unacceptable system performance and requiring the Service Provider to fix the system by ensuring the Total Penalty does not exceed 25% of payment for the next quarter
    2. If the Service Provider is not able to bring the system as per specifications within the notice period, IHMCL/NHAI reserves the right to terminate the Contract with the Service Provider as per conditions agreed in the Contract Agreement, including but not limited to forfeiture of PBG (without intimation), Blacklisting, etc.
- ii. Except as set out in this Section, the Service Provider will have no claim or entitlement



whatsoever to revenue or any other payment under or pursuant to this RFP/Contract Agreement whether from the Grantor or from any third party.

**IMPORTANT NOTE**

- 1. The maximum price per tag charged from the Customer shall not exceed Rs. 100, including GST, or subsequent rates as modified by IHMCL. This amount collected from the customer shall be recovered/adjusted from the payment to be released to the Service Provider.**
2. Currently, the approximate cost of purchasing a FASTag from IHMCL authorized manufacturers is Rs. 25 (including GST + Packaging + Delivery by the tag manufacturers). This cost has to be borne by the Service Provider only.
3. FASTags should be considered sold once the FASTag has been successfully registered in the IHMCL POS Application.
4. For incentive payment as in Sl. # a. (iii) above, a daily/weekly MIS shall be required to be submitted by the Service Provider.



**1.13 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 Nine Lakhs]** 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 (15) 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
    - 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.

**1.14 BANK GUARANTEE (BG)**

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

**1.15      CORRUPT OR FRAUDULENT PRACTICES**

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

**1.16 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) at [tenders@ihmcl.com](mailto:tenders@ihmcl.com). Any request for clarification must be sent by standard electronic format (MS Excel file only) to the IHMCL's office at above email ID.
- 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](http://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 [tenders@ihmcl.com](mailto:tenders@ihmcl.com) as per schedule of events.

**1.17 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:
- 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;
  - 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.

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## PART – IV: SCOPE OF WORK

### **Introduction**

In order to promote electronic toll transactions as mandated in National Electronic Toll Collection (NETC), IHMCL plans to open POS Locations at all National Highways toll plazas where Electronic Toll Collection has been enabled successfully for sale and issuance of NHAI FASTag. Towards the same, IHMCL is inviting offers from bidders, capable and experienced in all aspects relating to setting-up POS Kiosks at their own cost at National Highways Toll Plazas, RTOs, transport hubs, RO's /PIU's NHAI and other locations as may be specified by IHMCL, for selling and issuance of NHAI FASTags (or other instruments as defined by IHMCL) to the vehicle owners/ users of all vehicle classes.

### **The Services shall be for North, South, West and Central Zone**

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

1. Provide end-to-end services ranging from documentation, FASTag sales, FASTag registration (including selecting relevant Bank for linkage, if requested by Customer), setting up distribution channel, POS setup, manpower deployment, and attending Customer queries.
2. Arrange for a POS equipped with relevant infrastructure (smart phone and other relevant accessories) to issue RFID tags to customers. The POS would have to be established at locations specified (in the zone) by IHMCL and would typically include:
  - a. All Toll Plazas across NH network. The count is specified in Appendix 2.
  - b. All RO, PIU offices of NHAI
  - c. RTO offices
  - d. Transport hubs, other locations specified by IHMCL time-to-time.

The POS would be operational from 9:00 AM to 6:00 PM Monday to Saturday, excluding National and statutory holidays. It may also be noted that IHMCL reserves the right to reduce/increase the count of POS locations by upto 50% of specified numbers. IHMCL may increase the shift timing of the POS agents, as per the requirements.

3. Arrange for appropriate display of the FASTag marketing material at the POS locations.
4. The empanelled Service Provider shall have to make appropriate arrangements in case of urgent need of a new POS location arises and shall be able to start the services within three days post intimation by IHMCL.

The subsequent sections capture roles and responsibilities of major stakeholders – IHMCL, Service Provider and the POS agent employed by the Service Provider at the specified location.

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### **IHMCL responsibilities**

1. Develop and maintain the POS Mobile Application that shall be the single source for FASTag sales and distribution by POS Agents and attendance of the POS agents.
2. Create and maintain a web portal for Service Provider(s) to create and update POS Dealers credentials as and when required.
3. Share the contents of marketing material with the Service Provider(s) for further dissemination.

### **Service Provider responsibilities**

The Service Provider shall be responsible for establishing POS channels for FASTag sales, supplying manpower and accessories at POS Locations, and for ensuring that the agents have the requisite expertise for pasting and registering the tags. The key activities for the Service Provider are as follows:

1. Assign POS Agents at POS Locations defined by IHMCL.
2. Identify and nominate one representative at IHMCL HQ responsible for various activities within the program. Some of the key activities of the representative shall include:
  - a. Create and assign POS Agents in the web portal
  - b. Maintain the requirements of POS Agents with regards to FASTag quantity
  - c. Order FASTags from selected Service Providers on behalf of POS Agents and ship them to the POS Agents (at its own cost)
  - d. Also post random FASTags to IHMCL for quality inspection
3. Train POS Agents with regards to following
  - a. Adherence with FASTag issuance standards and protocols
  - b. IHMCL guidelines POS layout, equipment and other material
  - c. Safe custody of unused FASTag by the POS Agents
4. Distribute FASTag promotion material to POS Agents as per IHMCL requirements
5. Ensure POS Agents' compliance regarding labor laws and other statutory matters. Also ensure that the POS Agents have cleared 10+2 examinations, at a minimum.
6. Ensure that POS Agents have the requisite smartphone and other accessories for registration of FASTags
7. Ensure that the POS agents use the correct version of the FASTag application to ensure the Service Levels are met.
8. Ensure that the smartphone being used by the POS Agent is as per expectations to handle the Customer traffic at the POS location.
9. 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.
10. Organize events like mini dealers meet at Sales Area/District level wherein IHMCL nominated representatives may make a sales pitch to dealers to rope them in as their potential franchisees.

### **POS Agent Responsibilities**

The POS Agents shall be responsible for sales and registration of tags to prospective Customers. The key responsibilities include:

1. Setup the POS booth using flex/plastic booths at identified location for distribution of FASTags with promotional material as shared by the Service Provider.
2. Explain the FASTag benefits and registration process to the Customer.
3. Register the FASTag for the Customer using the FASTag mobile application. The key steps in the registration process have been included in APPENDIX 1 – NHAI FASTag Mobile application details.
4. Ensure that the customer shall linked his FASTag with selecting relevant Bank or NHAI Wallet. In case customer linked his FASTag with NHAI wallet a fixed incentive shall be given to service provider as per the payment terms.
5. Ensure safe custody of the FASTag and share the inventory details with the Service Provider at regular basis.
6. Ensure that the mobile application is functional and will be the only platform utilized for FASTag sales and registration.
7. Ensure that FASTags are not affixed/used before completion of issuance process as defined in APPENDIX 1 – NHAI FASTag Mobile application details.
8. 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.



## **PART – VI: CONDITIONS OF CONTRACT**

### **6.1 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.

### **6.2 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.

### **6.3 APPLICABLE LAW**

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

### **6.4 Project Scope**

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

### **6.5 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.

### **6.6 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.

### **6.7 PAYMENT TERMS**

- a)** Payments will be made in Indian Rupees only as per conditions specified in the RFP under PART-III, clause 1.12

## 6.8 SLA/ PENALTY

- a) The Service Provider shall ensure adherence with following SLAs
  - i. Ensure that right class of Tag is issued to right class of Vehicle without any discrepancy in mapper class. Same Tag shall also be affixed on the assigned vehicle at the time of issuance.
  - ii. Update (Vehicle Registration Number (VRN) within 3 months of FASTag from the date of sale via Point of Sales (POS) set-up in OEM/Dealers network
- b) In case of non-adherence with SLAs, penalties shall be levied as per PART-III clause 1.12: Payment Terms
- c) IHMCL reserves the right to cross verify the attendance/availability of the POS agents deployed at the specified location through RO/PIU-NHAI, Tolling agency or online via web-portal or App.

## 6.9 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.

## 6.10 Contract Period

The total Contract Period ("Contract Period") of the Project is 24 months.

Upon completion of 24 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.

## 6.11 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.

## 6.12 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

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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 Contract 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 Contract 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 Contract Agreement (whether for any part of the Balancing Payment or otherwise) or any Dispute.

#### 6.13 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)** 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.

#### 6.14 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, dataloss 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 Contract Agreement, at law or otherwise.

#### 6.15 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 Contract 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 Contract Agreement. In this Contract 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 Contract 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 Contract 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 Contract Agreement.
- viii. Safeguarding Grantor's Data
  - 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 Contract 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 Contract 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 Contract Agreement;
  - g. and if there is a conflict between any data security requirements, the most stringent or higher level of security standard will apply.

#### 6.16 INTELLECTUAL PROPERTY RIGHTS

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

#### 6.17 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.

#### 6.18 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.



#### 6.19 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 MAJEURE:** 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.

#### 6.20 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**

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case may be failing which IHMCL shall be entitled to terminate this Agreement in accordance with relevant clause hereof.

## 6.21 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

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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	2.	Signature
Authorised Representative		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: IHMCL 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. IHMCL FASTag

IHMCL 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 IHMCL FASTag to existing bank account.



FIGURE 3 - IHMCL FASTAG

## 2. Context

## IHMCL FASTag Types & Vehicle Identification

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

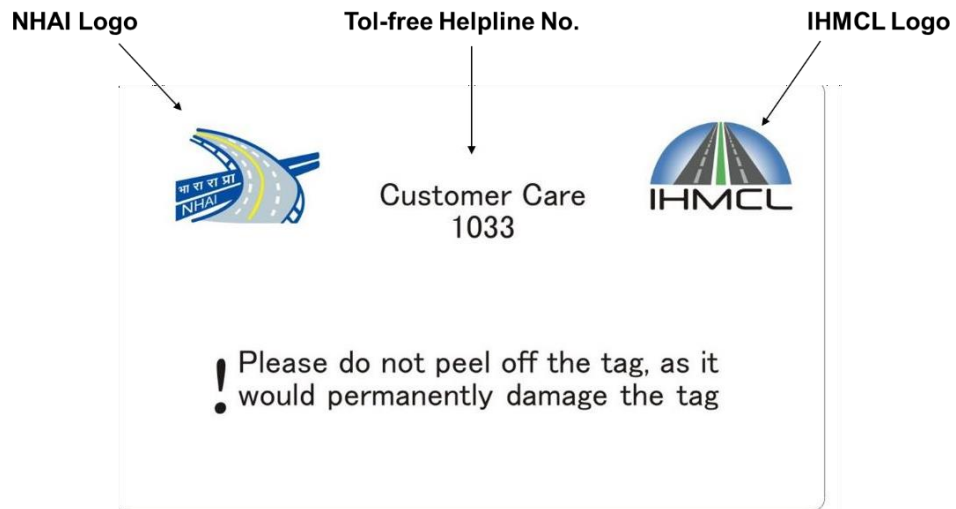
### 2.1 Components of IHMCL FASTag

#### 2.1.1 FRONT- ADHESIVE SIDE



FIGURE 4 - FRONT- ADHESIVE SIDE OF IHMCL FASTAG

## 2.1.2 **BACK – NON-ADHESIVE SIDE**



**FIGURE 5 - BACK SIDE OF IHMCL FASTAG**



## 2.2 IHMCL FASTag – Tag Class & Mapper Class

### 2.2.1 VEHICLE TAG CLASS

Tag class is as per the vehicle class defined under FASTag program and tolling categories of the toll plaza. There are 7 types of IHMCL 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	<ul style="list-style-type: none"> <li>• Car / Jeep / Van</li> <li>• Tata Ace &amp; similar mini Light Commercial Vehicle</li> </ul>
Tag class 5	<ul style="list-style-type: none"> <li>• Light Commercial vehicle 2-axle</li> <li>• Mini-Bus</li> </ul>
Tag class 6	<ul style="list-style-type: none"> <li>• Bus 3-axle</li> <li>• Truck 3-axle</li> <li>• LCV 3-axle</li> </ul>
Tag class 7	<ul style="list-style-type: none"> <li>• Bus 2-axle</li> <li>• Truck 2-axle</li> </ul>
Tag class 12	<ul style="list-style-type: none"> <li>• Truck 6-axle</li> <li>• Tractor / Tractor with trailer</li> <li>• Truck 4-axle d. Truck 5-axle</li> </ul>
Tag class 15	<ul style="list-style-type: none"> <li>• Truck 7-axle &amp; above</li> </ul>
Tag class 16	<ul style="list-style-type: none"> <li>• Earth Moving / Heavy Construction Machinery</li> </ul>

### 2.2.2 PICTORIAL REPRESENTATION OF VARIOUS TYPES OF TAG CLASS

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

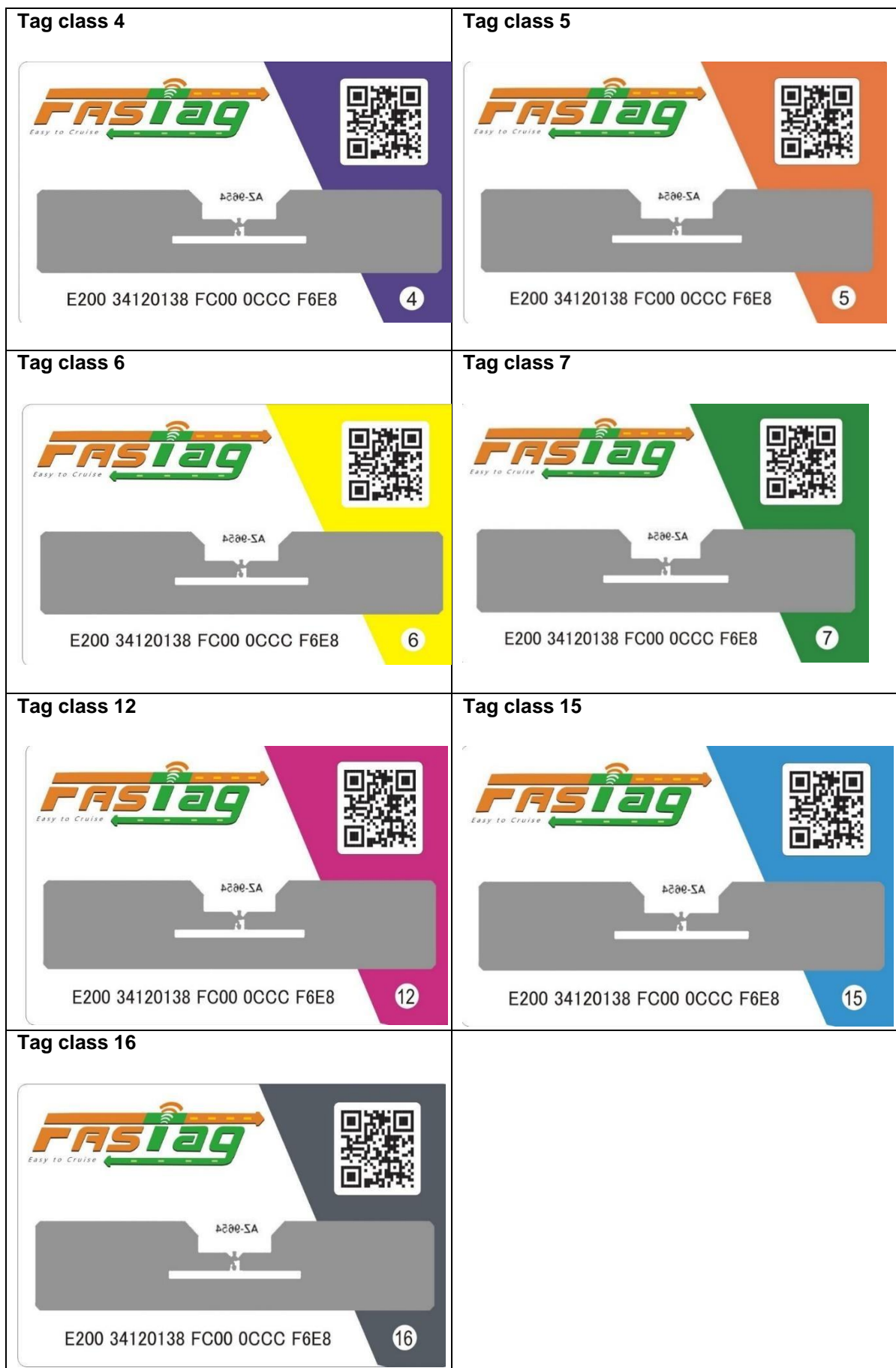


FIGURE 6 - DIFFERENT TYPES OF TAG CLASSES

### 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 IHMCL 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
-------------------	---------------------------	----------------------	------	--------------	--------------

*RFP for POS Location setup for FASTag sales and registration*




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	 <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div style="text-align: center;">               Axle 1         </div> <div style="text-align: center;">               Axle 2         </div> </div>


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	Mini-Bus	Mapper Class (9)		2 Axle	
--	----------	------------------------	--	-----------	--

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



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	Truck 6 - axle	Mapper Class (14)	GVW > 45,400 Kgs but <= 54,200 Kgs	6 Axle	
--	----------------	-------------------------	--	-----------	--

Tag Vehicle Class	Vehicle Class Description	Mapper Vehicle Class	GVWR	No. Of Axle	Sample Image
					
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 fuel outlets. A POS agent can use this app for issuing of IHMCL 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:
  - Issuance of IHMCL FASTag
  - Request for new IHMCL FASTag by POS
  - Check status of IHMCL FASTag requested by the POS user
  - Accept issued tags by the POS user on receipt of the same
  - Scan the tag from the POS App and assign it to the customer
  - 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 IHMCL 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:

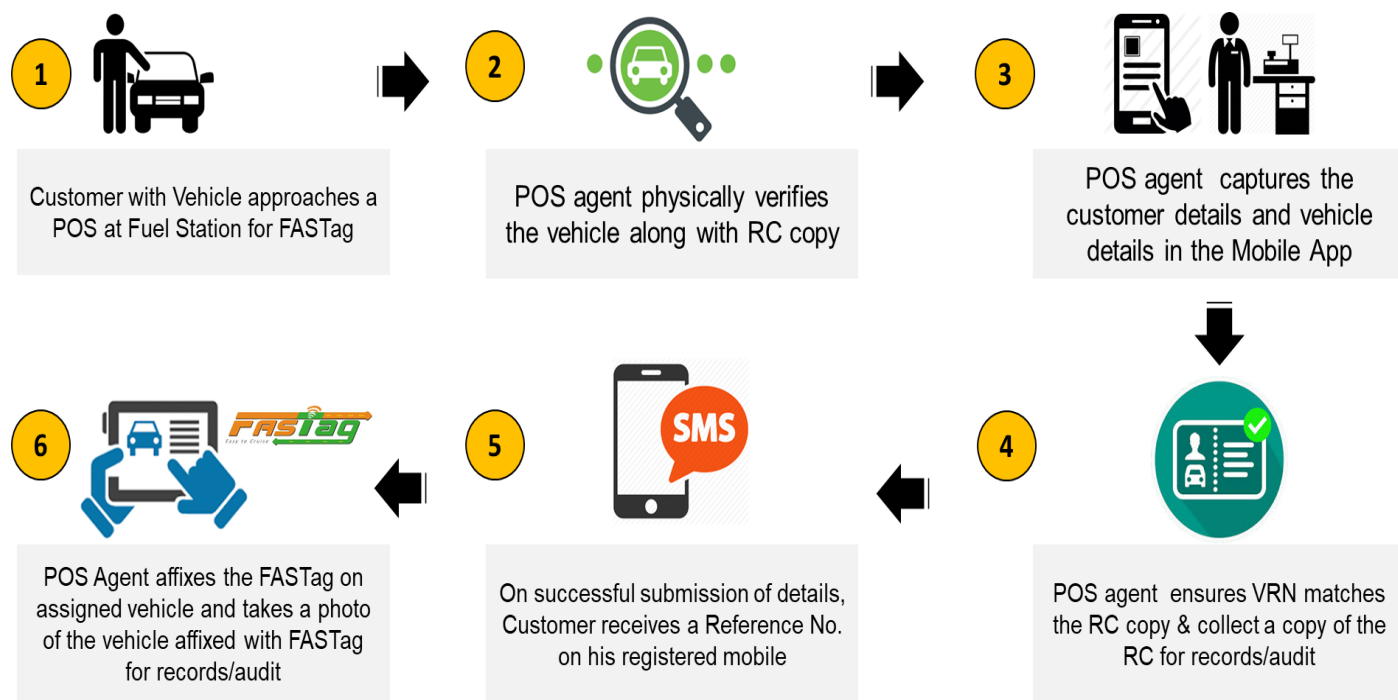


FIGURE 7 - PROCESS OF FASTAG ISSUANCE AT POS

### 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
<ul style="list-style-type: none"> <li>• Remove the adhesive liner from the Tag sticker</li> <li>• Install it on the top-middle part of the windshield from inside the vehicle</li> <li>• Press the sticker gently on the windshield</li> <li>• Keep the adhesive side facing outside</li> </ul>	<ul style="list-style-type: none"> <li>• Don't paste FASTag on dirty/wet glass surface</li> <li>• If the original adhesive is insufficient, get the FASTag replaced</li> <li>• Don't use any supplementary adhesive</li> <li>• Don't try to peel off and reposition</li> <li>• Once the sticker is pasted, do not try to remove it</li> </ul>

## 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:

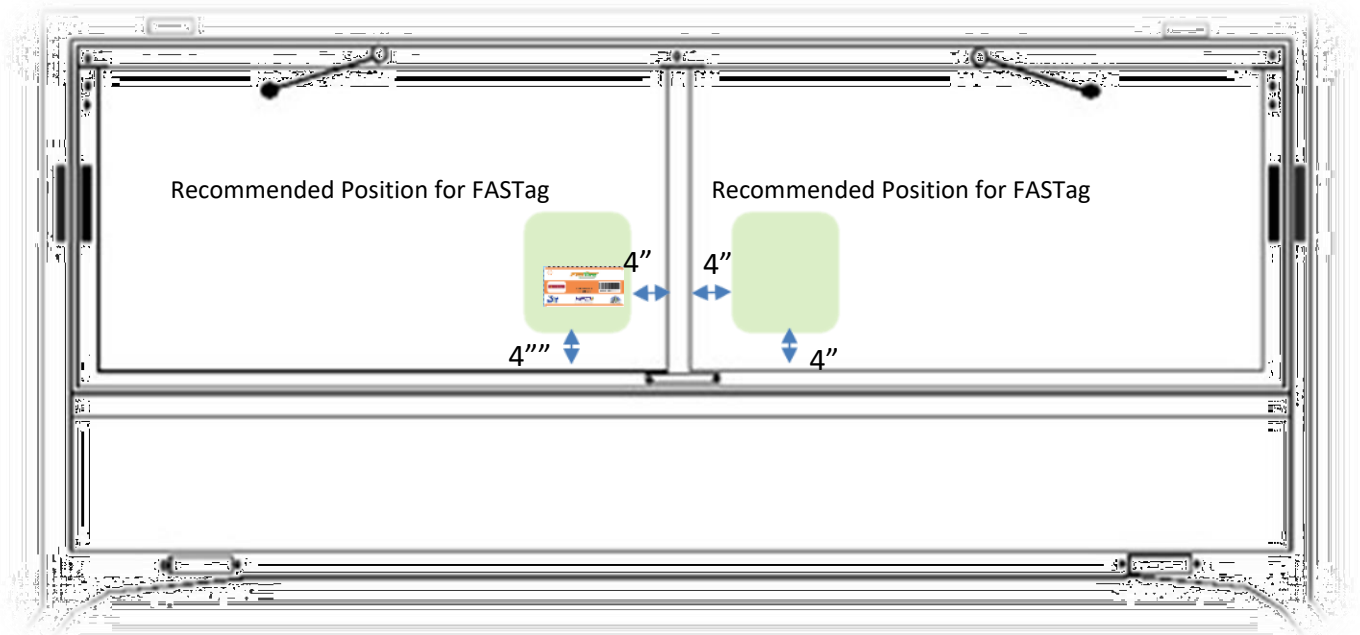
Following Image indicate the recommended areas for FASTAG Installation on windshields of Cars and Light Motor Vehicles





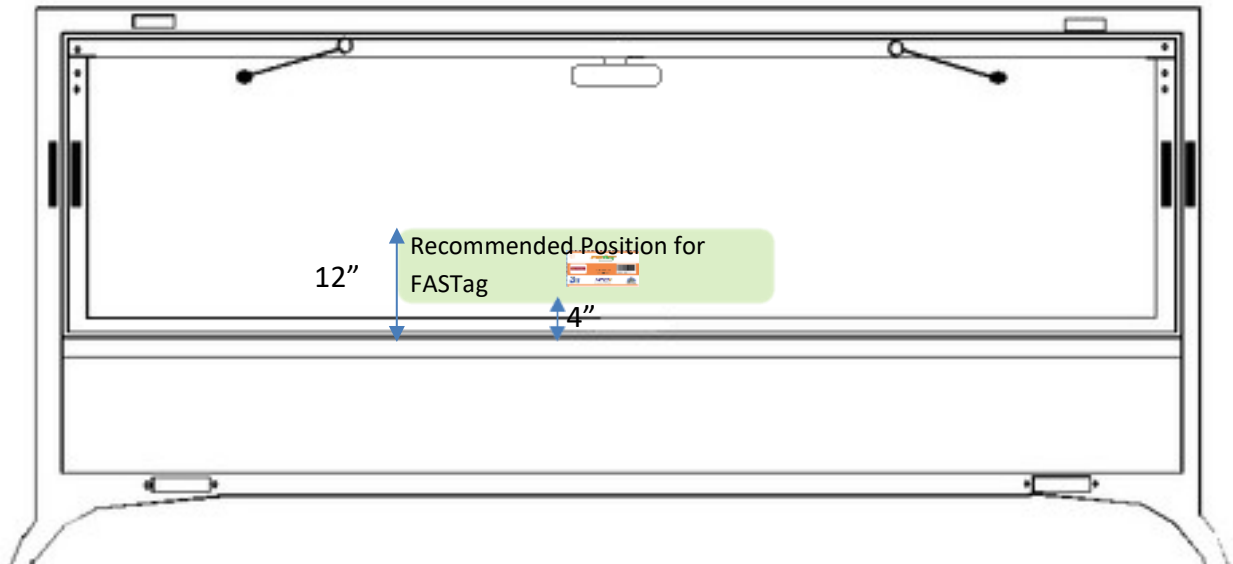
**B. Trucks with 2 Part Windshield:**

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



**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 IHMCL 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 IHMCL FASTag to customer's bank account
  - Customers who have purchased an IHMCL FASTag can download this My FASTag App and link IHMCL FASTag with their existing bank account.
- Instant FASTag recharge through Unified Payments Interface (UPI)
  - Customer can recharge FASTag issued by any bank, directly from his/her bank account, via UPI
  - 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
  - Money gets transferred directly from customer's UPI-linked bank account to FASTag Wallet/Account
  - 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 IHMCL 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 IHMCL 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 My FASTag Mobile Wallet**

Option for creating a mobile wallet is also being developed 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 IHMCL 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.

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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:
  - Amount (to be recharged on the FASTag)
  - Remarks (Optional)
8. After entering the amount, on this screen customer has two options to pay through UPI
  - Option-1: Pay using any BHIM UPI app already active on the phone
  - 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,
  - 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
  - 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
  - Customer's FASTag will be recharged on successful completion of the transaction
10. By clicking "Pay Now" in front of Option-2,
  - 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

*RFP for POS Location setup for FASTag sales and registration*

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))
- 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 IHMCL FASTag with bank account:
  - The mobile number & email ID provided by the customer at the time of IHMCL FASTag purchase should be active and available to complete the tag linking.
  - Customer's bank must be live on NETC platform as a FASTag Issuer for linking with IHMCL FASTag
- For UPI Based recharge of FASTag:
  - Customer's tag issuing bank must be live for accepting FASTag recharge payments through UPI
  - Customer should have the mobile number linked to his/her account number on the same device in order to process a UPI transaction successfully

### **FAQs**

#### **1. Question - What is FASTag?**

FASTag is a chip embedded in a sticker that is pasted on a vehicle's windshield. The chip is based on Radio Frequency Identification (RFID) technology and is linked with a financial instrument for payment of toll. Once a vehicle with FASTag approaches a toll plaza, the readers at the plaza are able to identify the vehicle and the toll amount is deducted from the vehicle without any stopping at the plaza.

#### **2. Question - What are the benefits of using FASTag?**

- Ease of payment - No need to carry cash for the toll transactions, saves time.
- No stopping at Toll Plazas- Movement through Dedicated FASTag Lane at Toll Plazas
- Online Recharge - Tag can be recharged online through Debit Card / NEFT/ RTGS or Net banking.
- SMS alerts for toll transactions, low balance, etc.
- Online Portal for customers.
- You can avail a cashback of 5% on all National Highway Toll Payments using FASTag in FY 2018 – 19.

#### **3. Question - What is the validity of FASTag?**

FASTag has unlimited validity. The same FASTag can be used till the tag is read by the reader and not tampered with. In case due to wear and tear the reading, quality depreciates, please reach out to your Issuing Bank for a new tag.

#### **4. Question - Which are the roads where the tag can be used?**

FASTag is presently operational at toll plazas across national highways. More toll plazas are being brought under the FASTag program every day. You may see the list of plazas in the 'Active Toll Plazas' section

5. Question - What are the charges for FASTag?

FASTag has a onetime Fee of INR 100 (inclusive of GST). In addition, the tags also have refundable security deposit that depends on the vehicle type. Please check the 'Fees and Charges' section for details of your respective bank (to which you are linking your FASTag)

6. Question - What is an IHMCL FASTag?

Till date, FASTags were issued by Banks and were associated with the banks' account, or the bank's pre-paid wallet and are known as Bank Specific FASTags. To increase customers' convenience, IHMCL has launched Bank Neutral 'IHMCL FASTag' that may be linked by existing bank account as per customer's convenience.

7. Question - How can I buy an IHMCL FASTag?

You may visit any of the listed petrol pump and purchase an IHMCL FASTag by paying the requisite fees. You can then link the tag with your preferred bank account using My FASTag mobile application. Please feel free to call at helpline 1033 if you face any issues in tag purchase or operations.

8. Question - What is the Reference Number required in My FASTag mobile application? You will receive a reference number on your mobile and email at the time of IHMCL FASTag purchase. You will need the same reference number to register your IHMCL FASTag through the My FASTag app.

9. Question - Which are the Banks providing Bank accounts linking facility with my IHMCL FASTag?

Currently the IHMCL FASTag can be linked with following bank accounts

- State Bank of India
- ICICI Bank
- HDFC Bank
- Paytm
- IndusInd Bank
- Axis Bank

Please watch for updates, we are continuously adding more accounts to the list.

10. Question - How do I recharge my IHMCL FASTag?

If your FASTag is already linked with your bank account and there's no need to load money separately in the tag. You just need to ensure that your account has funds to allow for the toll payments.

However, for the Bank Specific FASTag issued by Banks which are associated with pre-paid wallets and you will need to maintain sufficient balance in these wallets. You can recharge these using your bank's online services, UPI based payments, or My FASTag mobile application.

#### 11. Question - How is the toll amount paid from my account?

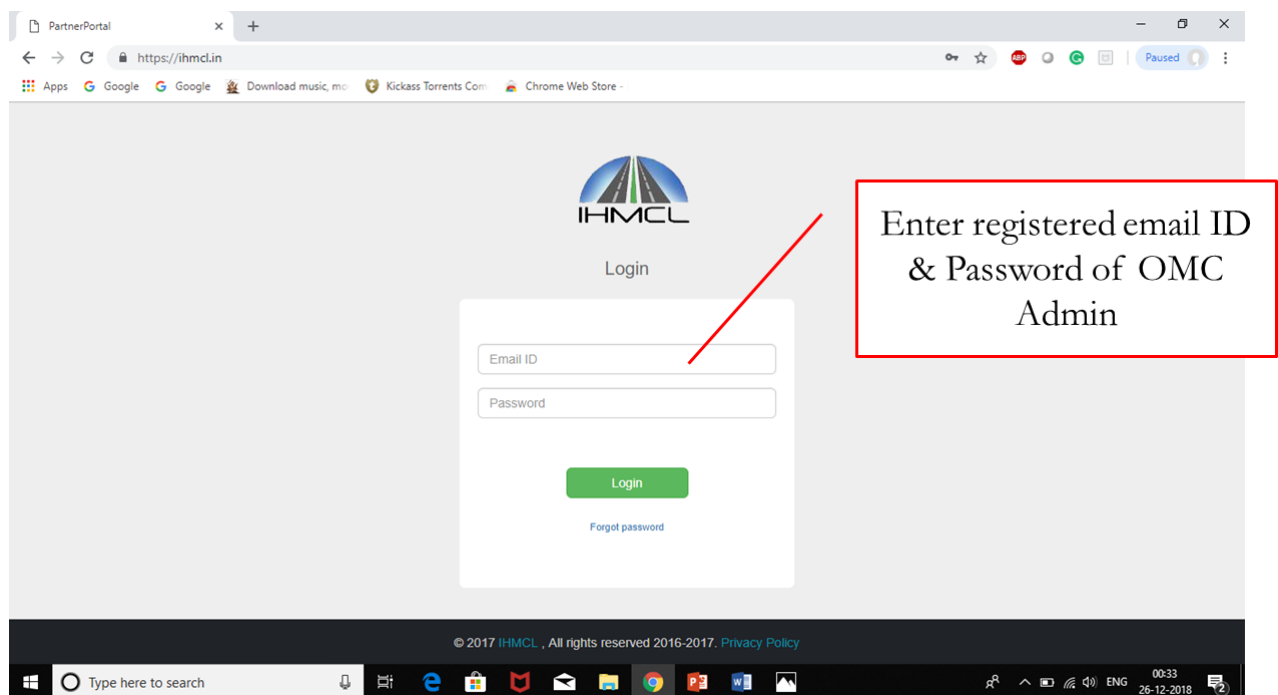
You can link your IHMCL FASTag with any of the participating bank where you hold an account. As per your chosen bank's policy, the toll amount will be deducted from a prepaid balance that you maintain in your FASTag wallet with your chosen bank and/or your bank may also provide the functionality to debit the toll charges from your linked bank account directly.

### Annexure – 1: Web-portal screen-shots

URL [www.ihmcl.in](https://www.ihmcl.in)

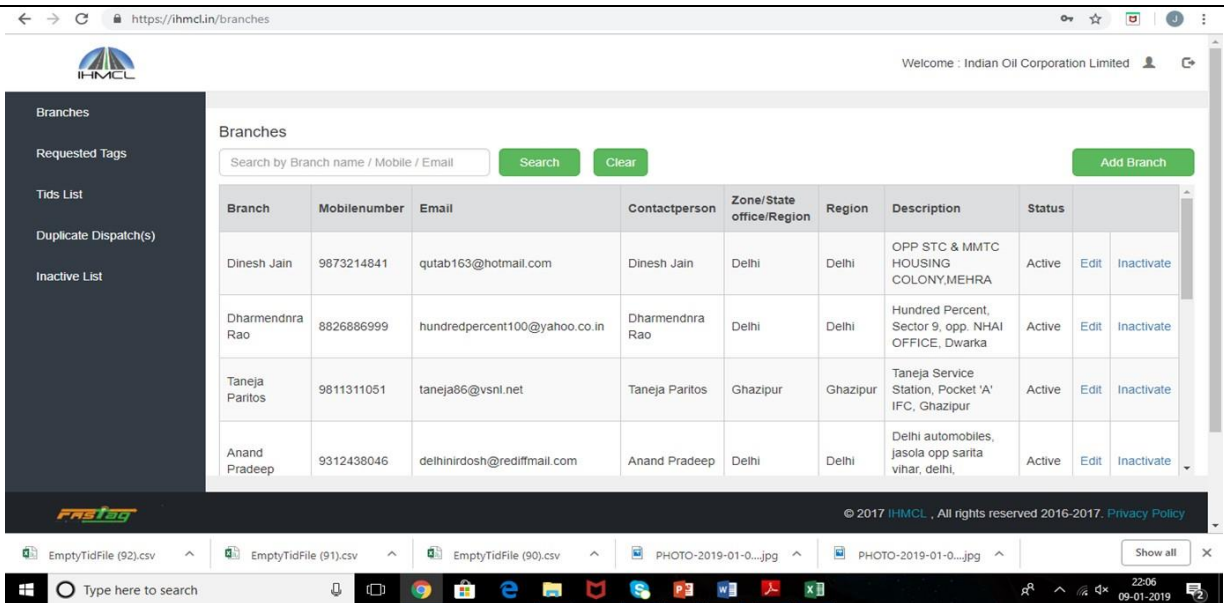
#### 1. Vendor Admin

##### Screen 1



##### 2. Screen 2

## RFP for POS Location setup for FASTag sales and registration



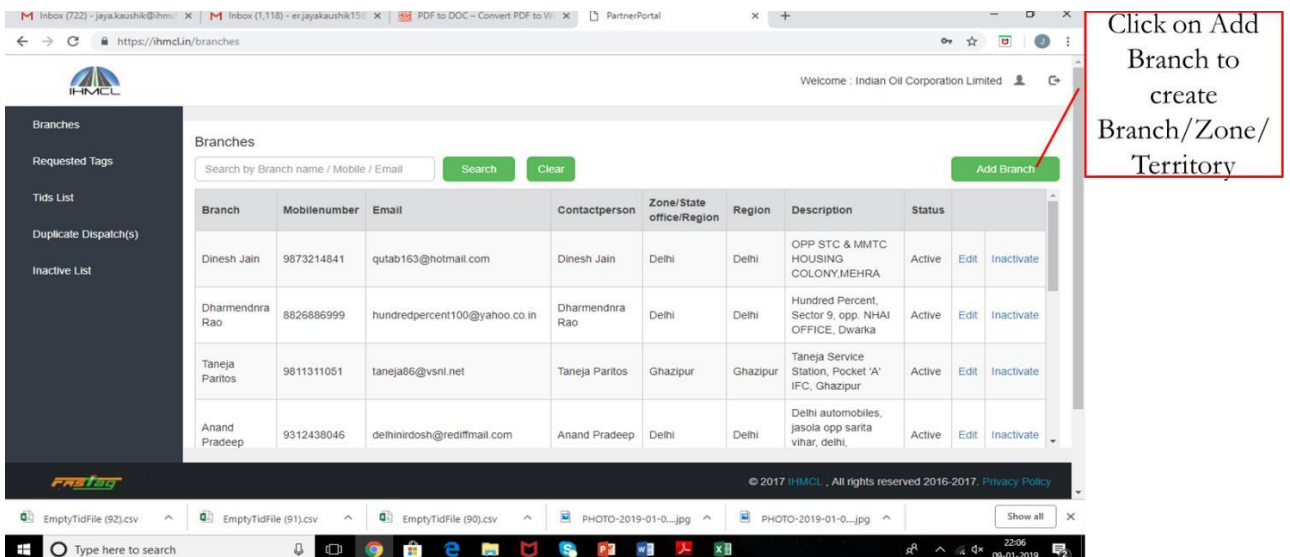
Branches

Search by Branch name / Mobile / Email

Branch	Mobilenumber	Email	Contactperson	Zone/State office/Region	Region	Description	Status		
Dinesh Jain	9873214841	qutab163@hotmail.com	Dinesh Jain	Delhi	Delhi	OPP STC & MMTC HOUSING COLONY, MEHRA	Active	Edit	Inactivate
Dharmendra Rao	8826886999	hundredpercent100@yahoo.co.in	Dharmendra Rao	Delhi	Delhi	Hundred Percent, Sector 9, opp. NHAI OFFICE, Dwarka	Active	Edit	Inactivate
Taneja Paritos	9811311051	taneja86@vsnl.net	Taneja Paritos	Ghaziipur	Ghaziipur	Taneja Service Station, Pocket 'A' IFC, Ghaziipur	Active	Edit	Inactivate
Anand Pradeep	9312438046	delhinirdosh@rediffmail.com	Anand Pradeep	Delhi	Delhi	Delhi automobiles, Jasola opp sarita vihar, delhi,	Active	Edit	Inactivate

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### 3. Screen 3



Branches

Search by Branch name / Mobile / Email

Branch	Mobilenumber	Email	Contactperson	Zone/State office/Region	Region	Description	Status		
Dinesh Jain	9873214841	qutab163@hotmail.com	Dinesh Jain	Delhi	Delhi	OPP STC & MMTC HOUSING COLONY, MEHRA	Active	Edit	Inactivate
Dharmendra Rao	8826886999	hundredpercent100@yahoo.co.in	Dharmendra Rao	Delhi	Delhi	Hundred Percent, Sector 9, opp. NHAI OFFICE, Dwarka	Active	Edit	Inactivate
Taneja Paritos	9811311051	taneja86@vsnl.net	Taneja Paritos	Ghaziipur	Ghaziipur	Taneja Service Station, Pocket 'A' IFC, Ghaziipur	Active	Edit	Inactivate
Anand Pradeep	9312438046	delhinirdosh@rediffmail.com	Anand Pradeep	Delhi	Delhi	Delhi automobiles, Jasola opp sarita vihar, delhi,	Active	Edit	Inactivate

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Click on Add Branch to create Branch/Zone/Territory

### 4. Screen 4

## RFP for POS Location setup for FASTag sales and registration

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"

**Add Branch** \* Indicates mandatory fields

Name \*

Mobile Number \*

Email \*

Contact Person \*

Zone/State office/Region \*

Region \*

Description

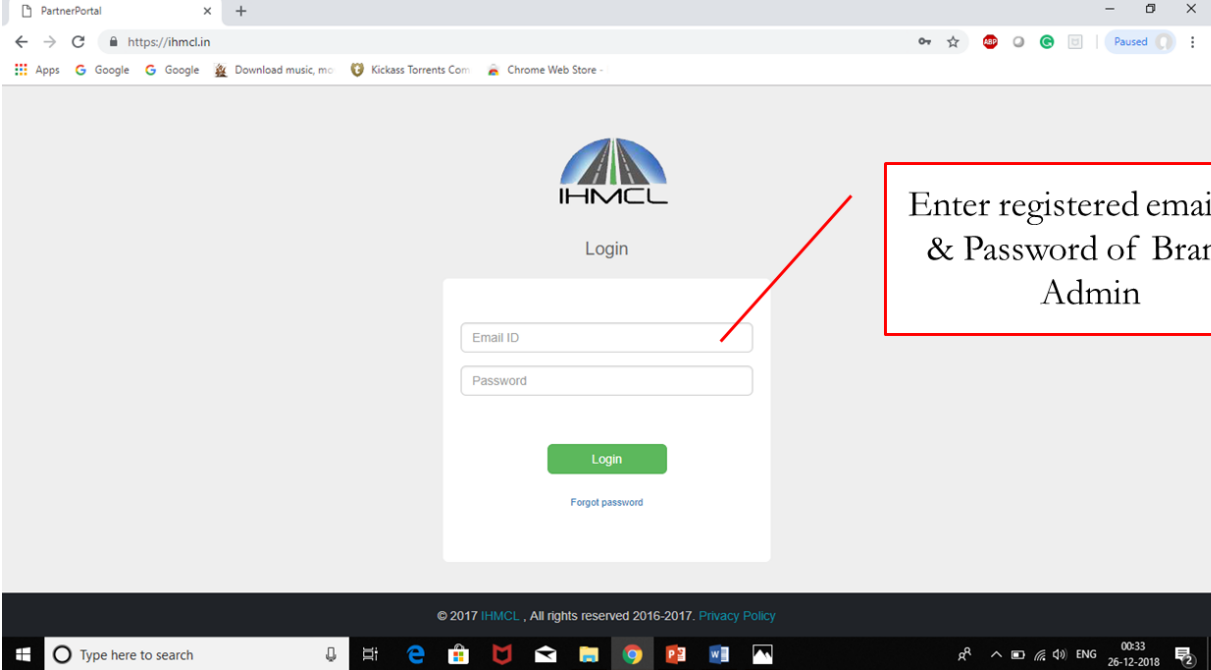
Save Cancel

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

### 1. Screen 1



PartnerPortal x +

https://ihmcl.in

Apps Google Google Download music, m... Kickass Torrents Com Chrome Web Store

IHMCL

Login

Email ID

Password

Login

Forgot password

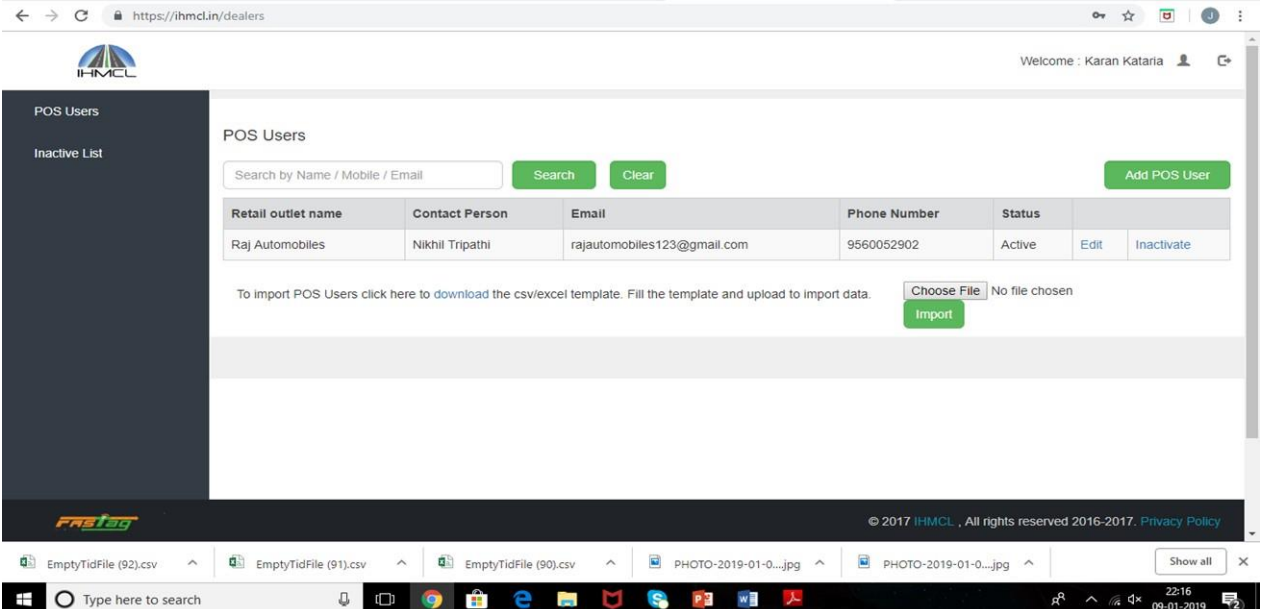
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Type here to search

00:33 26-12-2018

Enter registered email ID & Password of Branch Admin

### 2. Screen 2



https://ihmcl.in/dealers

Welcome : Karan Kataria

POS Users

POS Users

Search by Name / Mobile / Email

Search Clear

Add POS User

Retail outlet name	Contact Person	Email	Phone Number	Status	
Raj Automobiles	Nikhil Tripathi	rajautomobiles123@gmail.com	9560052902	Active	Edit Inactivate

To import POS Users click here to download the csv/excel template. Fill the template and upload to import data.

Choose File No file chosen

Import

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EmptyTidFile (92).csv EmptyTidFile (91).csv EmptyTidFile (90).csv PHOTO-2019-01-0...jpg PHOTO-2019-01-0...jpg Show all

Type here to search

22:16 09-01-2019

### 3. Creation of Dealer/POS Agent

## RFP for POS Location setup for FASTag sales and registration

Click on "Add POS User"

POS Users

Search by Name / Mobile / Email

Retail outlet name	Contact Person	Email	Phone Number	Status	
Raj Automobiles	Nikhil Tripathi	rajautomobiles123@gmail.com	9560052902	Active	<input type="button" value="Edit"/> <input type="button" value="Inactivate"/>

To import POS Users click here to [download](#) the csv/excel template. Fill the template and upload to import data.  No file chosen

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### 4. Details to be filled by Branch Admin

Click on Save, POS Agent will receive the credentials on the above given mail ID.

POS Users

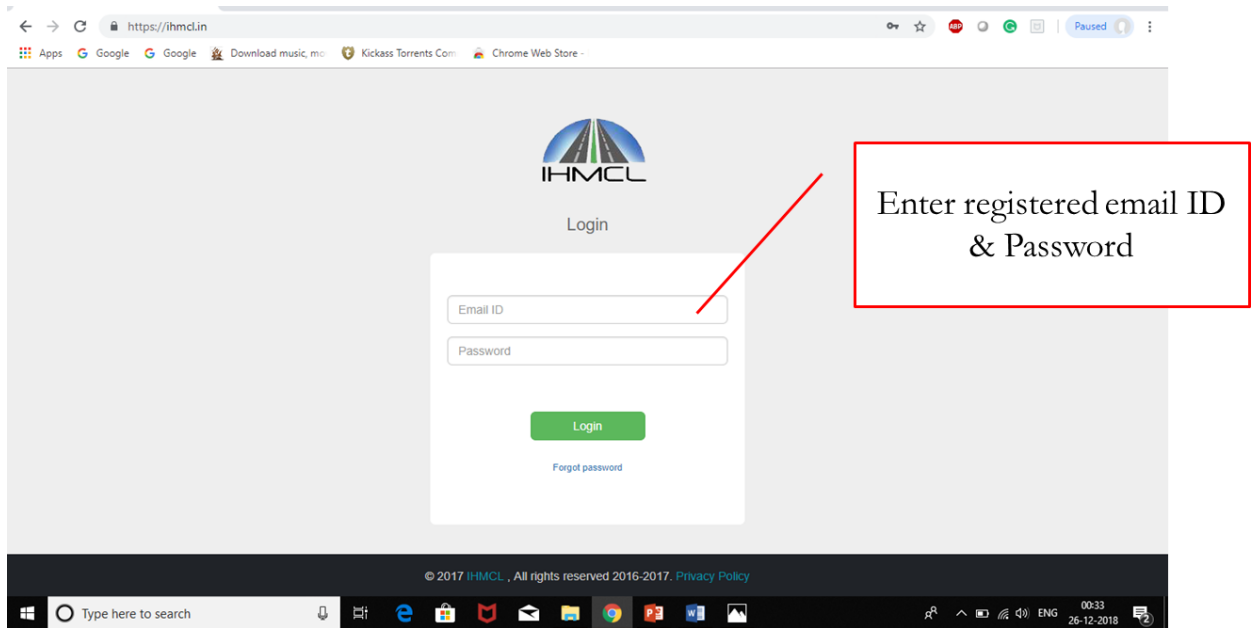
Search by Name / Mobile / Email

Retail outlet name	Contact Person	Email	Phone Number	Status	
Raj Automobiles	Nikhil Tripathi	rajautomobiles123@gmail.com	9560052902	Active	<input type="button" value="Edit"/> <input type="button" value="Inactivate"/>

To import POS Users click here to [download](#) the csv/excel template. Fill the template and upload to import data.  No file chosen

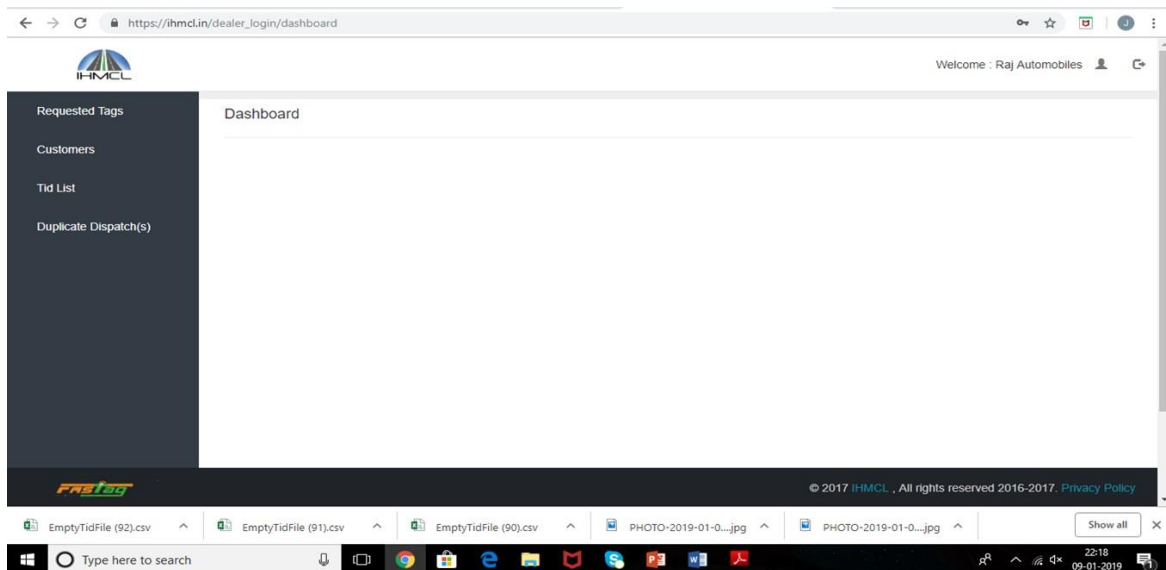
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B. POS Agent web-portal steps to be followed to generate Tag request, Tag Inventory management and Sale of FASTag through web-portal.



The screenshot shows the IHMCL Login page in a web browser. The URL is https://ihmcl.in. The page features the IHMCL logo at the top center, followed by the word "Login". Below this is a login form with two input fields: "Email ID" and "Password". A green "Login" button is positioned below the password field, and a blue link for "Forgot password" is located below the login button. A red arrow points from a red-bordered box containing the text "Enter registered email ID & Password" to the "Email ID" input field. The footer of the page includes the copyright notice "© 2017 IHMCL, All rights reserved 2016-2017. Privacy Policy" and a Windows taskbar at the bottom with the search bar and various application icons.

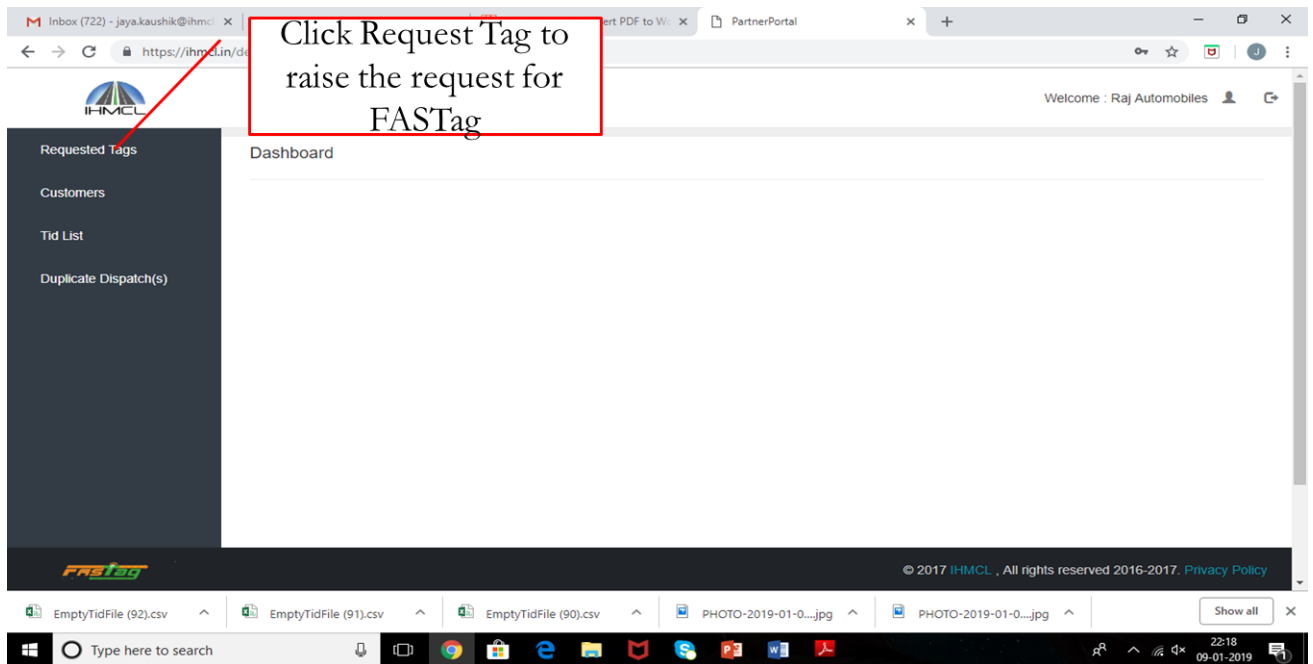
1. Dashboard- POS Agent



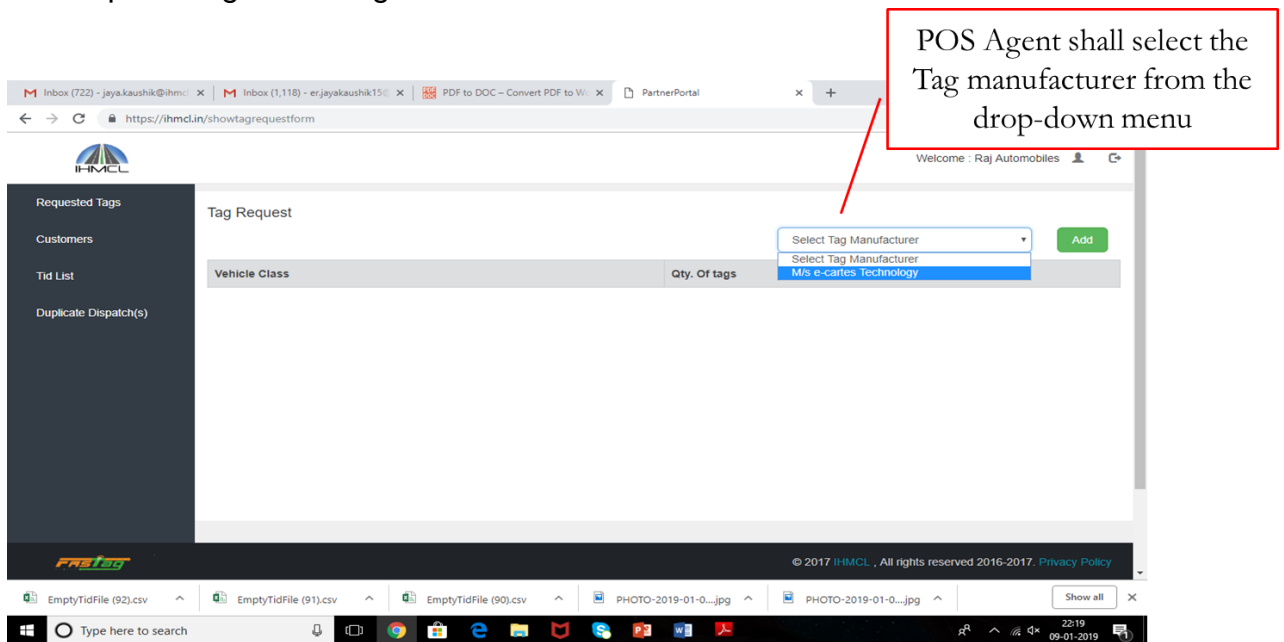
The screenshot displays the IHMCL POS Agent Dashboard. The URL is https://ihmcl.in/dealer\_login/dashboard. The page shows the IHMCL logo in the top left corner and a welcome message "Welcome : Raj Automobiles" in the top right corner. On the left side, there is a dark sidebar menu with the following options: "Requested Tags", "Customers", "Tid List", and "Duplicate Dispatch(s)". The main content area is titled "Dashboard" and is currently empty. The footer of the page includes the copyright notice "© 2017 IHMCL, All rights reserved 2016-2017. Privacy Policy" and a Windows taskbar at the bottom with the search bar and various application icons.

## 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

POS User can see the list of all his customers by clicking "Customers"

POS Agent can issue IHMCL FASTag to the customer by clicking "Add Customer"

Name	Mobile	Email	Vehicle Reg. NO.	TID	Reason	Ref.No.	
Ashok Ajmani	99*****71	*****@gmail.com	DL2CAS0864	E200341201370200065E37B2	success	A00060	Show Details Resend SMS
Rajiv Mehta	98*****00	*****@gmail.com	DL3CBR3340	E2003412013A0200065E37B3	success	A00059	Show Details Resend SMS
Anil Kalani	98*****71	*****@gmail.com	DL10CF2884	E200341201300200065E3FD0	success	A00057	Show Details Resend SMS
Karan Kataria	99*****30	*****@gmail.com	DL8CAV6028	E2003412013B0200065E3FD1	success	A00056	Show Details Resend SMS
Bhola KUMAR	99*****48	*****@gmail.com	HR3BW7194	e2003412012efa000e02420f	success	A00020	Show Details Resend SMS
HEERA NAND					FAILURETag not registered -		Show Refry to

## TID List – POS Agent

POS Agent can see the list of TIS's, which is in their stock.

Tag Manufacturer	Order Number	Tid	Vehicle Class	Tag Status
M/s e-cartes Technology	A0000065	E2003412013B0200065E3FD1	4	Accepted
M/s e-cartes Technology	A0000065	E200341201300200065E3FD0	4	Accepted
M/s e-cartes Technology	A0000065	E2003412013A0200065E37B3	4	Accepted
M/s e-cartes Technology	A0000065	E200341201370200065E37B2	4	Accepted
M/s e-cartes Technology	A0000065	E200341201340200065E37B1	4	Accepted
M/s e-cartes Technology	A0000065	E2003412013B0200065E37B0	4	Accepted
M/s e-cartes Technology	A0000065	E200341201330200065E2F67	4	Accepted
M/s e-cartes Technology	A0000065	E200341201310200065E2F66	4	Accepted

1. Select the vehicle class

2. Add quantity

3. Click Save

Tag Request

Vehicle Class

Qty. Of tags

Please select

- VC\_4 (Car / Jeep / Van/ Tata Ace, small commercial vehicles)
- VC\_5 (mini bus, Light commercial vehicle(2axle))
- VC\_6 (Bus(3axle), Light commercial vehicle(3axle))
- VC\_7 (Bus(2axle), truck(2axle))
- VC\_12 (truck(4axle), truck(5axle), truck(6axle))
- VC\_15 (truck(multi-axle - 7 and above))
- VC\_16 (earth moving machinery, Heavy construction machinery)

Save

After click on save POS agent will receive order number and status as pending from Tag manufacturer

Dealer	Branch	Requested Tags	Vehicle class Number	Order Number	Requested date	Status
Awadh Filling Station	Awadh Filling Station	1	7	A0000056	25-12-2018	Pending from Tag Manufacturer
Awadh Filling Station	Awadh Filling Station	20	4	A0000055	25-12-2018	Accepted

## RFP for POS Location setup for FASTag sales and registration

PartnerPortal x | (no subject) - rajesh.tripathi@ihmcl.in x | PartnerPortal x +

https://ihmcl.in/dealer\_requested\_tags

Apps Google Google Download music, m... Kickass Torrents Com... Chrome Web Store

IHMCL

Requested Tags

Customers

Tid List

Duplicate Dispatch(s)

Requested Tags

Search by Dealer name Search Clear

Dealer	Branch	Requested Tags	Vehicle class Number	Order Number	Requested date	
Awadh Filling Station	Awadh Filling Station	1	7	A0000056	25-12-2018	Accept
Awadh Filling Station	Awadh Filling Station	20	4	A0000055	23-12-2018	Accepted

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Type here to search

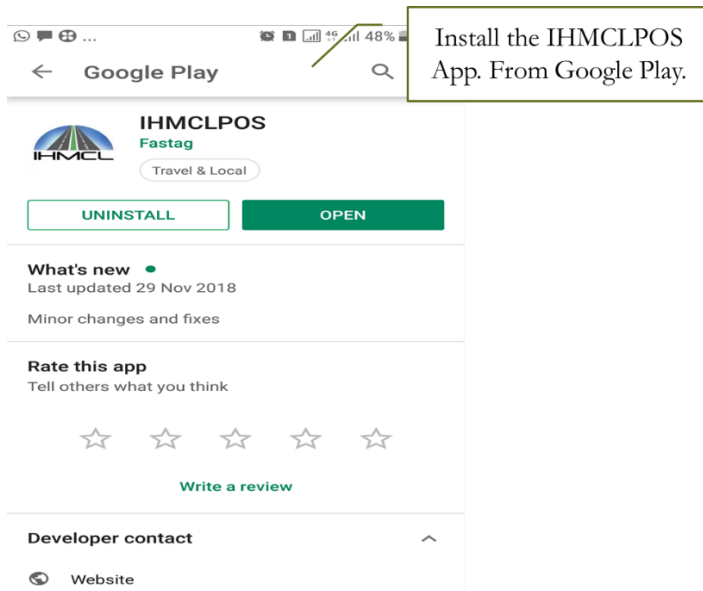
ENG 01:09 25-12-2018

Once Tag manufacture dispatch the Tags to the POS agent, after physical verification POS agent will click on “Accept” to inward the Tags under the system

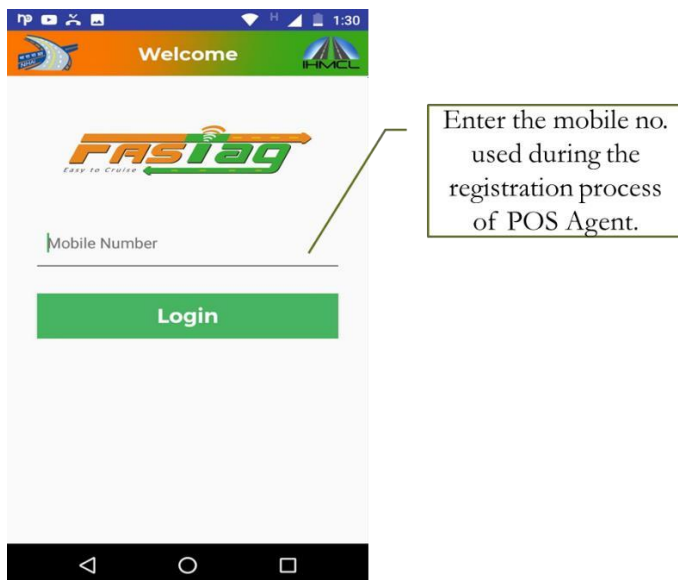
## Annexure 2: Mobile App screenshots

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

1.

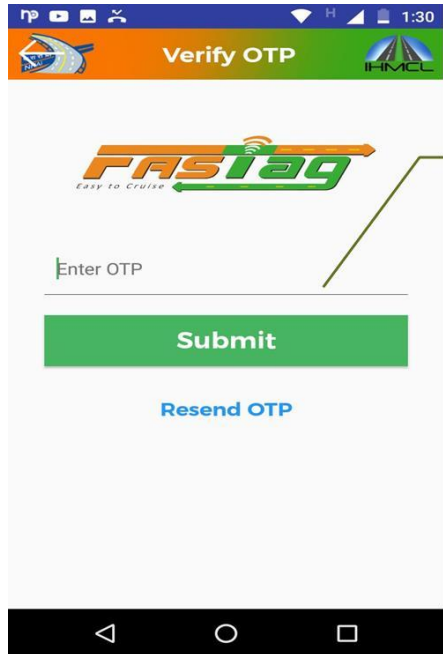


2.



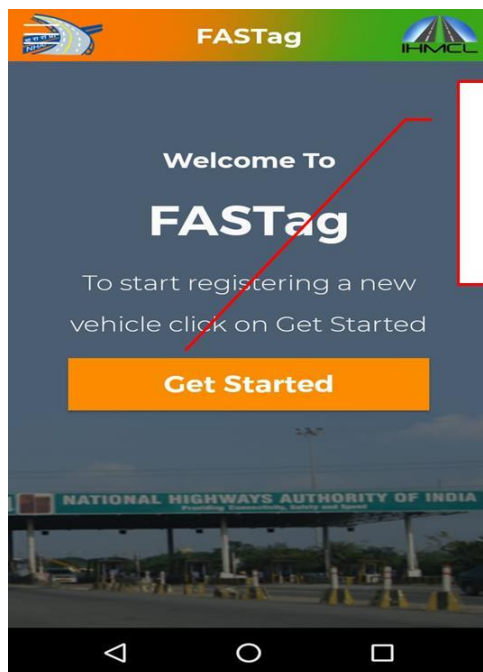


### 3. Verify OTP for Login



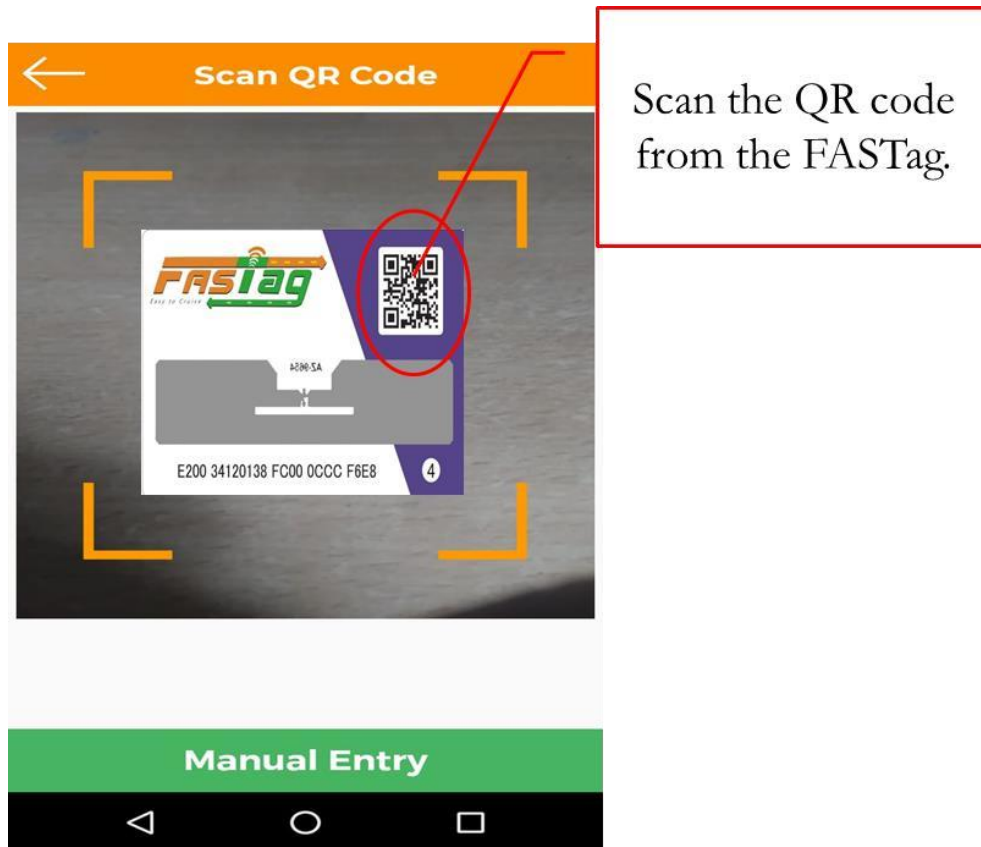
Enter the OTP  
received on the  
registered mobile no.

### 4. Home Screen

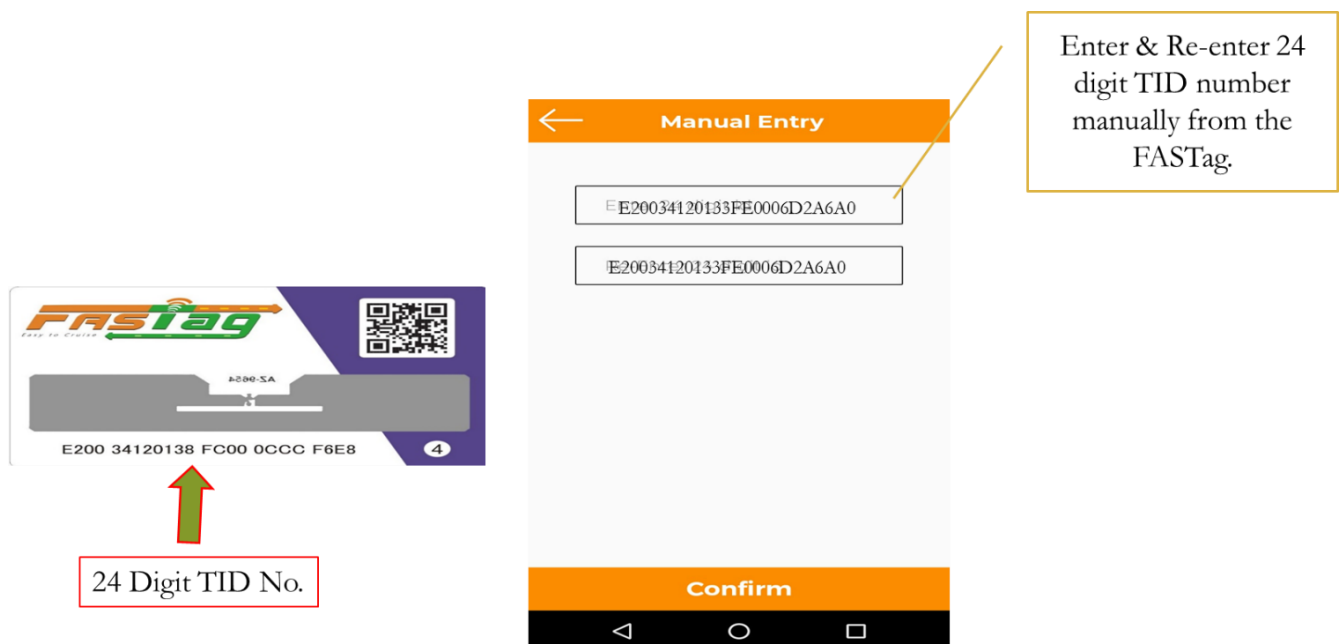


Click on  
“Get Started” to  
start selling of  
FASTag

5. Scan QR code



6. Manual entry of TID



## 7. Customer Details

The screenshot shows a mobile application interface for 'Customer Details' registration. The form has a title bar with the IHMCL logo. Below the title, there are four input fields: 'First Name', 'Last Name', 'Mobile number', and 'Email Id'. Each field is preceded by a red asterisk, indicating it is a required field. Red callout boxes with arrows point to each of these fields, containing the text: 'Enter first name of the customer.', 'Enter last name of the customer.', 'Enter mobile no. of the customer.', and 'Enter email id of the customer.' respectively. At the bottom of the form is a green button labeled 'Next'. A red callout box with an arrow points to this button, containing the text 'Click Next'.

## 8. Verify OTP with customer mobile

The screenshot shows the 'Verify OTP' screen within the 'Customer Details' section. The background shows the previously entered details: 'First Name: yeshwanth', 'Last Name: p', and 'Mobile number: 9490368720'. A white modal box is overlaid on the screen with the title 'Validate OTP' and a close button (X). Inside the modal, there is an input field labeled 'Enter OTP Number'. A red callout box with an arrow points to this input field, containing the text: 'Enter the OTP received on the customers mobile no. provided during registration.' Below the input field are two buttons: a green 'Submit' button and a white 'Resend OTP' button. At the bottom of the screen, there is a green button labeled 'Next'.

## 9. Vehicle Details

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

Enter the  
vehicle no. of  
the customer.

Click Next

Vehicle Details

\* Vehicle Number

\* Select Commercial Type

Chassis Number

4 - Car/Jeep/Van

4

Next

## 10. Summary Screen

Customer Summary

**Customer Details**

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

**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

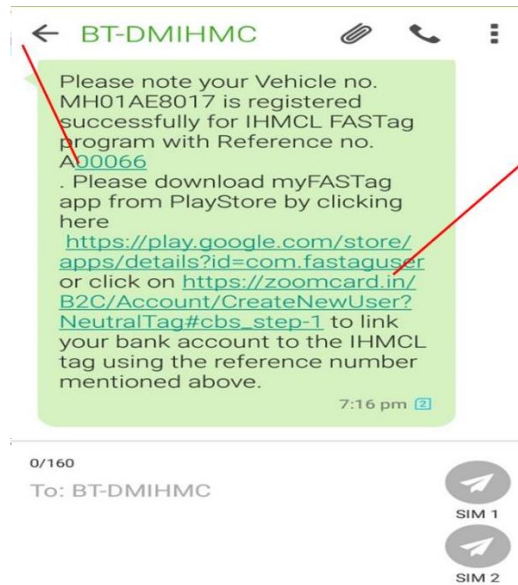
Customer name : Rajesh kumar  
Mobile No : 7794849054  
Bank name : IndusInd Bank  
Email id : uppu603@rediff.co  
m

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

Submit

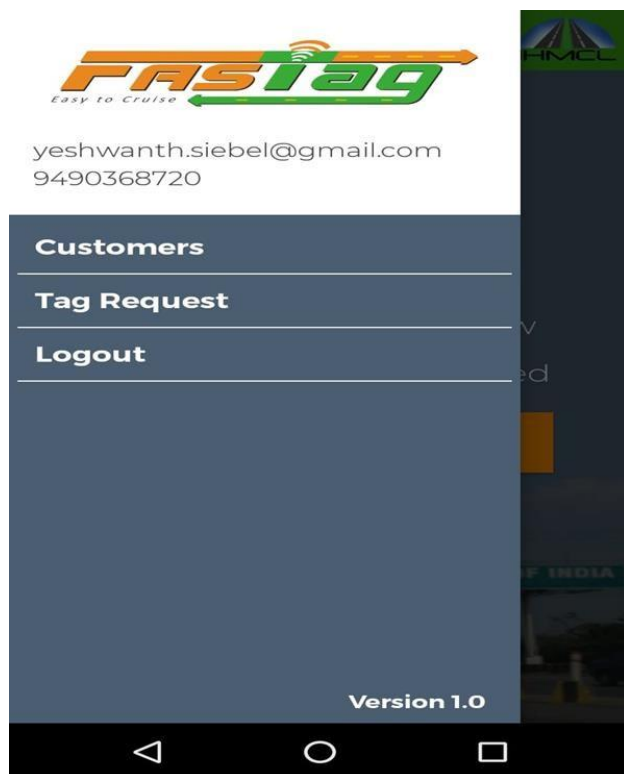
## 11. SMS received on Customer's registered mobile number

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

**Customers**

Search with Name/Vehicle/Mobile/

**Mobile Number** : 94\*\*\*\*\*20  
**Email** : \*\*\*\*\*@gmail.com  
**Address** : Hyderabad, Telangana, 500070  
**Vehicle Num** : AP09BK5617  
**Status** : FAILURETag not registered - NPCI Code 107

**Retry**

**Customer name** : yeshwanth p  
**Mobile Number** : 94\*\*\*\*\*20  
**Email** : \*\*\*\*\*@gmail.com  
**Address** : Hyderabad, Telangana, 500020  
**Vehicle Num** : AP09BK5617  
**Status** : success

**Send SMS**

After clicking on **customers**, POS Agent will be able to see his customers list.

#### 14. Tag Request

**FASTag**  
Easy to Cruise

yeshwanth.siebel@gmail.com  
9490368720

**Customers**  
**Tag Request**  
**Logout**

Version 1.0

**APPENDIX 2 – ZONE DETAILS**

Zone	State	No. of Toll Plazas
North	Delhi	1
	Himachal Pradesh	1
	J&K	5
	Punjab	25
	Haryana	32
	Uttar Pradesh	81
	Uttarakhand	3
Central	Chhattisgarh	13
	Madhya Pradesh	56
South	Andhra Pradesh	48
	Karnataka	50
	Kerala	4
	Tamil Nadu	55
	Telangana	21
West	Rajasthan	97
	Maharashtra	50
	Gujarat	39
<b>Total</b>		<b>581</b>

The above list of toll plazas is subject to increase/decrease.

## APPENDIX 3 – 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 Contract 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 Confidential 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 POSSIBILITY OF THE OCCURRENCE 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 Contract 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

*RFP for POS Location setup for FASTag sales and registration*

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

## PART – VII: ANNEXURES

### Annexure 1: Covering Letter

(In the letterhead of the Bidder)

To

Chief Operating Officer

Indian Highways Management Co. Ltd.

G-5&6, NHAI Hq, Sector 10, 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 field of setting up sales and distribution channel for at least 5 years as on 31 March 2020.
- 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,

(Name & Address of the Bidder)

\_\_\_\_\_  
\_\_\_\_\_

To,

Chief Operating Officer,  
Indian Highways Management Co. Ltd.  
G-5 &6, NHAI Hq, Sector -10, Sector -10,  
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 31<sup>st</sup> 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 Chartered  
Accountant) Name of the  
Chartered Accountant:**

**Name of the Chartered Accountant 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,  
Chief Operating Officer,  
Indian Highways Management Company  
G-5 &6 NHAI Hq, Sector –10, Dwarka New Delhi 110 075

WHEREAS \_\_\_\_\_ [Name and address of Agency]  
(hereinafter called “the Service Provider”) has decided to apply to IHMCL for providing  
services, in pursuance of IHMCL letter of work award No.\_ dated dd/mm/yyyy for “  
**Request for Proposal (RFP) for hiring Service Provider for establishing Point of Sales  
(POS) locations for sales and registration of FASTag at Toll Plazas and other location(s)**  
”  
” (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.

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**Annexure 6: Self Certificate - Format for Project Citation by the Bidder**

The details of projects executed by the Bidder:

Name of the Project & Location	
Client's Name, Contract Details Complete Address	
Brief narrative description of Project – highlighting manpower deployed, scope of services, etc.	
Contract Value for the Project (in INR)	
Date of Start of Project	
Date of Completion of Project/Status of Completion	
Activities undertaken by the Bidder	

*N.B - If the project is ongoing, bidder must clearly specify, the stages/phases/milestones*

(Copies of Work orders/Contract Agreement/Client certificate to be attached along with)

Signature & Seal:

Name:

Designation:

Bidding entity's name

Address

: Date:

## **Annexure 7: 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 8: Format for Financial Bid Submission

(For sample only, actual Format to be downloaded from e-tender portal for on-line submission)

RFP Ref: \_\_\_\_\_

Dear Sir,

I/We, the undersigned having examined the above referred RFP including addendums thereof and, hereby offer to submit our bid to undertake the subject assignment with total bid value as per milestone and break-up furnished below.

### **Financial Proposal**

<b><u>Name of the Project :</u></b>			
<b><u>RFP Reference No.:</u></b>			
<b><u>Name of Bidder:</u></b>			
<b><u>RFP Publishing Date</u></b>		XX. January 2021	
<b><u>Sno.</u></b>	<b><u>Zone Name</u></b>	<b><u>Bid Submitted for Zone (Yes/No)</u></b>	<b><u>Unit Rate ("Quoted Value") (In Rs.) (excluding GST) corrected up to 2 decimal points. for the zone</u></b>
1	North		
2	West		
3	Central		
4	South		

**Annexure-9: Bid Securing Declaration Form**  
**(To be submitted by the Bidder in the Letter head)**

Date: \_\_\_\_\_

RFP Ref. \_\_\_\_\_

To,  
COO,  
IHMCL

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.
2. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We
  - a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
  - b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.
3. I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: \_\_\_\_\_ (insert signature of person whose name and capacity are shown)

in the capacity of \_\_\_\_\_ (insert legal capacity of person signing the Bid Securing Declaration)

Name: \_\_\_\_\_ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of \_\_\_\_\_ (insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)