RFP Name	Limited Request for Proposal for Selection of Acquiring Bank for Public Funded Toll Fee Plazas on National Highways
Ref	IHMCL/NETC/Acquirer bank/2024/01
Date	01st July 2024

Sr. No.	Ref to RFP (Clause, Page No)	Category of Query (Technical/Legal/General/Others)	Original Clause of RFP	Clarification Sought	Response from IHMCL
1	6.2.8, 44	General	Acquiring Bank as MSI	Please clarify the rational behind including the role of MSI under the acquiring banks preview, we suggest that this responsibility should be explicitly assigned to a dedicated System Integrator to ensure the effective implementation of MSI role at distance based projects. Please note that currently this MSI role is already being handled at few of the projects like Delhi Mumbai Expressway, Amritsar Jamnagar, etc by system integrators.	As per RFP
2	6.2.8, 45	Technical	Acquirer Bank As MSI at Closed Loop Fee Plazas	How to handle txn clubbing/ txn splitting / dispute handling wherein multiple agencies shall be there in single project/stretch.	Refer RFP Clause 6.2.8.22
3	6.2.8.1, 45	Technical	Indicative Diagram -- i04	API specification and format is not shared, Further currently response API contains both entry and exit txn information and getting shared with SI. While in this case we are getting separate Entry and Exit information from respective LSI's, so how to handle below points: 1. Response Pay API shall be sent Only to Exit LSI ? 2. Response Pay API to both Entry and Exit LSI ? 3. Currently In response pay we shall be sharing both entry and exit plaza ids, lane ids etc with LSI. So how they shall be handling and saving the information of the plaza where they are not LSI and not initiated entry/exit txn	The requisite details shall be finalized in consultation with LSI for the awarded Closed Loop projects.
4	6.2.8.2. , 45	Technical	Txn clubbing at bank end	API specification and format required. Further need clarification on below points 1. Bank shall be receiving 2 txn id (Entry & Exit)from LSI for single txn, 2.Txn id/RRN sent from LSI is only to be stored for reference or shall bank use the same txn id/rrn for clubbed txn details 3. What to do when Entry or Exit is not received within defined time / SLA. 4. What to do when 2 entry is received for same vehicle from same plaza with reader time in gap of 4 hrs but no exit is received. 5. What to do when 2 entry is received for same vehicle from different plazas but no exit plaza information is received. 6. What to do when 2 entry is received for same vehicle from same plaza and one exit from other plaza is received within defined SLA.	The requisite API details shall be finalized in consultation with LSI for the awarded Closed Loop projects.
5	6.2.8.3. , 45	Technical	Bank Shall capture Overload Txns	Currently there is no provision of overload txn in FASTag, even overload section in API is already being used for M & C codes	The overload information shall be captured as per prevalent guidelines issued by IHMCL and as amended time to time
6	6.2.8.4. , 45	Technical	Acquirer responsibility to get Image evidence	Images are getting captured and stored at LSI end and Uploading correct Image within defined SLA on SFTP is completely LSI responsibility as MSI is having no visibility and control on getting image from LSI end. If LSI fails to provide the image evidence within defined SLA, then they shall be responsible for the rejection/revenue losses if any.	For Close Loop Plazas in case image is not uploaded by LSI or if there is any discrepancy in uploaded image,the Acquirer bank shall coordinate with LSI to get the correct image to avoid any rejection/ revenue loss
7	6.2.8.5. , 46	Technical	Acquirer bank and LSI shall exchange data via API	API spefication document and format required.	The requisite API details shall be finalized in consultation with LSI for the awarded Closed Loop projects.
8	6.2.8.6. , 46	Technical	Acquirer bank shall provide portal for realtime Lane and Plaza Status	Currently LSI's are sending txns from server and there is no provision to ping or hit API's directly from lanes so bank/MSI shall not be having any visibility on lane active status. New API should be introduced for checking this lane status plaza wise, also alert mechanism needs to be defined which bank shall use to sent alers to plaza for Lane status.	As per Scope defined in RFP. Additional APIs for lane activity status in consultation with LSI for the awarded Closed Loop projects.
9	6.2.8.7. , 46	Technical	Acquirer bank integration with TMCC software	Need clarification on point mentioned for sharing equipment by TMCC	The Acquirer bank shall integrate with Toll Monitoring and Control Centre (TMCC) software for sharing all transactional data.
10	6.2.8.8. , 46	Technical	Acquiring bank integration with LSI within defined time	Bank shall not be responsible if there is any delay from LSI end	As per Scope defined in RFP
11	6.2.8.9. & 10 , 46	Technical	Acquier Bank to Provide report module	In case multiple agencies are alloted at single closed loop project, then report module access to be kept plaza wise / Agency Wise or single user shall be allowed to check all plaza details. Portal Access to be provided to LSI also?	The report module should be provided to Concerned Agency through which transactional data settled, rejected shall be monitored. Such reports should include plaza wise report modules as well.
12	6.2.8.13. , 46	Technical	Acquirer shall be responsible for clear image of violation	MSI/bank shall not be responsible in case LSI fails to provide clear image as per policy within defined SLA.	Refer reply to S.No. 6 above
13	6.2.8.18. , 47	Technical	Acquirer bank to provide RCA of rejection to IHMCL	It shall be monthly activity or weekly or daily, also if issue is at LSI end then the RCA should be shared by them. Blacklist file/Query Exception is directly consumed by LSI from bank end, and MSI is not involved in this activity.	Weekly report would be shared by Acquiring Bank and also on a need basis as per the request from IHMCL. Acquirer Bank shall coordinate with respective LSIs. The responsibility of RCA shall be with the Acquirer Bank.
14	6.2.8.19. , 47	Technical	Acquiring bank to comply with Txn posting SLA	Bank shall not be responsible if there is any delay from LSI end	As per Scope defined in RFP

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15	6.2.8.20. , 47	Technical	Acquiring bank to provide customized report on demand	Bank shall be providing standard report to all plazas and any new report requirement shall be consider case to case basis	As per Scope defined in RFP
16	6.2.8.21. , 47	Technical	Acquiring bank to share real time entry information to all LSI	1. API Specification and format required through which this real time entry data can be shared. 2. Instead of Push API from Bank end, it shall be better if LSI shall use any of Pull API to get the entry txn details from MSI/Bank. 3. API for and specification For sharing Non-Fastag Txns, as currently TAG id is mandatory to be avaible in API's.	The requisite API details shall be finalized in consultation with LSI for the awarded Closed Loop projects.
17	6.2.8.21.2., 48	Technical	Entry & Exit Non Fastag Cash	1. API specification and format required for NON-FASTag Cash entry txn sharing. 2. Incase VRN was having Tag and Tag details are shared by Acquiring Bank to Exit Plaza LSI, so in this scenario LSI shall iniate double deduction txn via FASTag or cash.	The requisite API details shall be finalized in consultation with LSI for the awarded Closed Loop projects.
18	6.2.8.21.4. , 48	Technical	Entry FASTag & Exit Non Fastag Cash	Exit LSI will get the entry details with Tag Id etc from MSI/bank but vehicle tag not reaed at lanes then Exit LSI shall initiate double deduction txn from FASTag or cash, as now LSI is having FASTag details.	The requisite API details shall be finalized in consultation with LSI for the awarded Closed Loop projects.
19	6.2.8.21.6. , 49	Technical	Entry Runthrough & Exit Non FASTag	In case Vehicle is not having FASTag and as it has done runthrough at entry so cash receipt shall be not there with user, so what action shall be taken by Exit LSI in this case.	The requisite API details shall be finalized in consultation with LSI for the awarded Closed Loop projects.
20	6.2.9. , 52	Technical	Integration Support to Global Navigation Satellite System (GNSS) based tolling	Bank shall be liable to provide all necessary support and changes only in area related to acquirer bank software level changes to implement GNSS.	As per Scope defined in RFP
21	6.2.6.i , 44	Technical	Fetching latest Exception list every 10 min from NETC system	Currently Exception list is running on gap of 3 min, do we need change the current SLA from 3 min to 10 min	As per standard NETC Guideline and directives issued by IHMCL/NHAI from time to time.
22	7.3. , 64	General	SLA and Liabilities of All Stake Holders	Currently there is no SLA defined for LSI, a proper predefined SLA is required for below scenarios: 1. Liability to be defined for LSI incase they fails to send transactions within defined SLA which can result to revenue loss 2. Incase Internet is disconnect for any of plaza for more than 12 hours, how mapping of txn shall be done. 3. ICD 2.4 shall be used or not, in case of any unavoidable circumstances, if yes then format and process document to be shared.	As per RFP
23	7.3.1.1. , 64	General	Development and Implementation of MSI within 15 days	As this is completely new module to be disgned and developed at Bank end which shall not be possible in 15 days as full fledge development and implementation of below modules shall take minimum 5-6 months. 1. Dashboard for LSI to monitor realtime lane status and plaza status. 2. Dashboard for LSI to monitor realtime traffic count for FASTag and Cash 3. Separate reporting module for LSI and Agencies 4. All new API development and existing API level changes and development if required. **Note:** Currently few of the MSI is also working as TSP for acquiring bank thus for them this developement is already in place while for other banks it is entirely new effort.	As per Scope defined in RFP
24	7.3.1.3. , 64	Technical	Damages for events of Double deduction/Overcharging in FASTag	LSI should adhere the duplicate logic implementation at their respective plaza: 1. LSI shouldn't post any txn to MSI in case they found that same Tag is readed in same direction within 15 min 2. LSI shouldn't post any txn to MSI in case they found that same Tag is readed in opposite direction within 10 min 3. All Txn Id sent to MSI should be unique and as per defined logic for their respective plaza In case LSI fails to manage the above logic then penalty should be imposed on LSI instead of MSI.	As per Scope defined in RFP
25	7.3.1.2.C , 64	Technical	Damages pertaining to deviation in processing FASTag Transaction - Invalid Format	LSI should ensure that all txn should be sent to MSI in Valid Format, failing to same then penalty should be imposed on LSI.	As per Scope defined in RFP
26	7.3.1.2.B , 64	Technical	Damages pertaining to deviation in processing FASTag Transaction - Missing Txn	MSI shall be responsible only for the transactions which are received from LSI within SLA, in case any txns is stuck/pending at Entry/Exit LSI end then respective LSI shall be liable for the losses if any.	As per Scope defined in RFP
27	7.3.1.2.A. , 64	Technical	Damages pertaining to deviation in processing FASTag Transaction - Delay in posting of FASTag txns	In case if there is any delay from Entry/Exit LSI to post txn to MSI then applicable loss should be recoved from respective LSI.	As per Scope defined in RFP
28	3.20.1.C, 20	General	PF plaza gets transferred to BOT/TOT/InvIT/OMT/ Concessionaire, the plaza shall remain with the allocated bank until the original contract period.	As per current process, concessionaires can select/change the acquiring bank at their BOT/TOT/InvIT/OMT/ Concessionaire plazas by following the plaza rollover policy. We suggest that bank allocation in this scenario should be kept at concessionaire end.	As per RFP

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29	Page N0.20. Point No. 3.2 h)	Others	Banks who submit their acceptance as per clause 3.20.1 point (e) above and the L1 Bank, shall be considered for allocation of remaining fee plazas following roster system. For the purposes of clarity, the remaining fee plazas means the left-out fee plazas after selection of fee plazas as per details provided by L1 Bank Limited RFP for Selection of Acquiring Bank Across all Public Funded Toll Plazas on National Highways Page 21 of 113 in its Annexure - 13. (L1 bidder shall also be a part of the roster). Banks shall be given a time of one week from the discovery of L1 bank rate to match the rate of L1. Banks which agree to match the L1 rate shall be included in the roster for the plazas mentioned in Annexure 12. Other conditions in terms of SLA, performance guarantee, agreement and other applicable terms for the L1 banks will be applicable to the banks which match the L1 rates. A separate contract will be signed between such bank(s) and IHMCL prior to inclusion in the roster system.	Require clarification on this.	As per RFP
30	Page number 12, Eligibility/ Pre qualification Criteria/ Relevant Experience	General	The bidder should have the experience of ETC integration and providing service as an Acquirer Bank for at least 20 National Highways Fee plazas under the NETC Program.	•SBI Payments is Joint Venture Between SBI and Hitachi for Merchant Acquiring Business. • We are in Toll acquiring Business since 2017. •Currently we are providing acquiring Services on 1 National Highway Toll Plaza and 28 Toll Plazas on State Highway. (Including 25 Toll plazas on Nagpur Mumbai Super Communication Expressway Ltd). •Initially, we had acquired 14 National highway, however due to low rates,the projects were not economically viable, we surrendered the National Highways. •We have revamped our operational and commercial strategy and after careful consideration and strategic planning with our key stakeholders, we are willing to participate in the Bid. • Kindly let us know, if an exception can be made for eligibility criteria for 20 National highway. •We confirm we have an experience 28 toll Plazas (National and State Highway together) under Netc Program.	As per RFP
31	Page number 12, Eligibility/ Pre qualification Criteria/ Relevant Experience	General	Post discovery of the applicable PMF, all the Banks Certified by NPCI for Acquiring Services shall be given the opportunity to match / accept the L1 bank	As dont have 20 Toll plazas, we are not eligible to participate in the bid please clarify,the below: Once the L1 is notified by IHMCL, if we indicate an acceptance of applicable PMF, will be included in the roster for allocation of remaining toll plazazs	The action shall be taken as per RFP Clause 3.20.1 point (g)
32	3.19.2-2, 19	General	In the event that two or more Bidders quote the same "Acquirer Rate" IHMCL may (in sequential basis): - i. Declare the bidder having experience of providing acquiring services in respect of a greater number of Fee plazas under NETC programme as the L-1 Bidder;	We request to equally distribute plazas among all L1 bidders (quoting same value) as the award criteria for this scenario for having a fair bidding system	As per RFP
33	5.6.20, 41	Legal	The Successful bidder shall not sub-contract any assignment to a third party.	We would like to highlight that system providers for Acquiring Services are technical partners of the banks and hence are an important part of this ecosystem. Please do confirm whether these Technical Service Providers or TSPs will be under this ambit or not. Also since most banks will not have the MSI solution they would need to patrner with banks. We propose TSP's and MSI should not be under the ambit of this clause. Kindly confirm	As per RFP
34	71	General	Details of Fee Plazas where acquiring services have been provided by the bidder for more than one year:	We request for only live plazas to be considered	Refer Corrigendum1
35	3.12.f, 16	Legal	The Bid Security / Earnest Money will be forfeited: ii. if the Bidder does not accept the correction of the bid price, pursuant to clause pertaining to imbalance bid;	Kindly eleborate on when Earnest money is forfeited due to imbalance bid	As per RFP
36	3.20.1-g, 20	General	Post discovery of the applicable PMF, all the Banks Certified by NPCI for Acquiring Services shall be given the opportunity to match / accept the L1 bank rate (applicable PMF) and terms & condition of the Acquiring Services Agreement.	Those who do not wish to participate, they should not get chance in future.	As per RFP
37	3.20.k, 21	General	If any new bank certified by NPCI wishes to be included in the roster, they can submit an application to IHMCL, indicating their acceptance of the applicable PMF (rate discovered through L1 Bank) and the terms & conditions of the Acquiring Services Agreement. After scrutiny of the application, the bank may be included in the roster provided if it meets all the criteria for allocation of future Toll Plazas.	Those who do not wish to participate, why they were given chance	As per RFP

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38	3.30.a, 21	General	Within 15 (Fifteen) days of the receipt of the Letter of Award, the Successful Bidder and banks agreed to match L1 rates as per Clause 3.20. shall submit an irrevocable and unconditional Bank guarantee issued in the name of IHMCL for an amount equal to INR 1 Lakh per toll plaza allocated at the time of issuance of LOA, issued by a Bank described under this RFP which shall be verified at any branch located in the National Capital territory of Delhi and through SFMS mode as performance security for the due performance of its obligations under the Contract.	Performance Security to be removed, since we have the NACH mandate with IHMCL for 50 lacs	As per RFP
39	3.31.a.ii, 24	General	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	Can we give Kotak Bank (same bank) Guarantee (BG)	Yes
40	5.16.17.b, 38	General	Notwithstanding anything stated herein above, the liability for Acquirer Bank shall NOT exceed ten times the value of Performance Bank Guarantee amount.	Kindly explain for increasing the liability	As per RFP
41	3.2 Eligibility/Pre-Qualification criteria Page #13	Technical	Relevant Experience FASTag Acquiring Service: The bidder should have the experience of ETC integration and providing service as an Acquirer Bank for at least 20 National Highways Fee plazas under the NETC Program.	We request addition of following criterion to this clause: "Bidder must also have experience of atleast one (01) year of providing FASTag Acquiring Services on NH-PF Toll Plazas, as on the date of bidding for this Tender".	As per RFP
42	3.20 Award Criteria Page #21	Technical	3.20.1 Modality for award of plazas The closed loop plazas have been considered as one entity e.g. Delhi-Mumbai Closed Loop Plazas, Amritsar-Jamnagar Closed Loop Plazas etc.	Since IHMCL is including Closed-Loop Plazas as part of this Tender, thus we request addition of following criteria within Eligibility/Pre-Qualification Criteria as well: "Bidder must also have experience of atleast six (06) months of providing FASTag Acquiring Services on Closed-Loop Toll Plazas (National or State Highways), as on the date of bidding for this Tender".	As per RFP
43	3.20 Award Criteria Page #21	General	f. The L1 bank rate subject to acceptance by IHMCL/NHAI shall be declared as applicable PMF for the Acquiring Services.	We request that in case a Bidder is disqualified for any reason during the bidding process, then in that case their quoted MDR should also be rejected/discarded and thus should not be considered for evaluation and/or be part of the overall bidding process thereafter.	As per RFP
44	3.20 Award Criteria Page #22	General	i) Allocation Process for remaining Fee Plazas shall be done as per process outlined below:	1. L1 should not be part of Roster of Toll Plaza allocation, since L1 would already be allocated top value Toll Plazas and that too of their choosing. And hence adding them in roster would create disparity amongst Bidders as L1 would then hold majority of total business share. 2. We request Roster based Toll Plaza allocation for remaining Bidders (i.e., Bidders other than L1 bidder) should be based on Toll Plazas' Monthly Collections rather than Alphabetically, such that all remaining Bidders are allocated Toll Plazas with almost same Monthly Collections/Values.	As per RFP
45	3.19 Examination and Evaluation of Bids Page #20	General	3.19.2 Phase – 2: Financial Bid Evaluation: 2. If two or more Bidders quote the same "Acquirer Rate" IHMCL may (in sequential basis): - i. Declare the bidder having experience of providing acquiring services in respect of a greater number of NH Fee plazas under NETC programme as the L-1 Bidder;	We suggest that in such case, Bidders, with same L1 Rate, should be allocated Plazas with Rs. 620 cr. collection amongst them, i.e., either 200 Toll Plazas or Rs. 620 Cr. should be distributed amongst such L1 Bidders. And also such L1 Bidders could also be included within the roster inorder to being parity with other Bidders.	As per RFP
46	7.2 SLA for Acquirer Banks Page #57	Technical	The Service Levels and corresponding Default Charges for the Acquirer Banks shall be as under:	Since Acquirer Rate has decreased drastically over past few years we request similar reduction in SLA Penalties as well. As per industry standards, Penalties can be capped at 10% of Monthly Revenues for the Bidder.	As per RFP
47	7.3 SLA for Acquirer Banks as Master System Integrator Page #65	Technical	Acquirer bank shall be responsible for adhering to the minimum SLA standards while performing its Scope of Work as a Master System Integrator, failing which it shall be liable for deduction of damage from its payment as specified in this RFP.	Since Acquirer Rate has decreased drastically over past few years we request similar reduction in SLA Penalties as well. As per industry standards, Penalties can be capped at 10% of Monthly Revenues for the Bidder.	As per RFP
48	7.3 SLA for Acquirer Banks as Master System Integrator Page #66	Technical	7.3.1.4. Uptime of Services (Application for transaction processing with Local SI and Data Storage & Retrieval)	We request keeping uptime availability of services same as last IHMCL tender requirement i.e., Acquirer host system Availability of 99.50%.	Please refer to RFP Clause 7.2, S.No. 10
49	Clause 8.12: Annexure 12: List of Public funded fee plazas on National Highways	General	S. No. 577 (Gadha Plaza) to S. No. 615 (Bhanera Fee Plaza)	From S.No. 577 to S. No. 615, "FASTag Collection Amount for May'24" and other details are unavailable in Annexure 12. These details however, are required to prepare 'Annexure 13: List of Fee plazas preferred', as the same is to be prepared in accordance with the Capping mentioned in Clause 3.20.1 d): "The bidder is required to provide a list of Preferred Fee Plazas in the format provided in Annexure-13. The selected plazas in Annexure-13 to be submitted by the bidder should be subject to the following capping. · Maximum of Rs. 620 Cr (monthly FASTag collection) In case the List of plazas as per Annexure -13 and corresponding FASTag collection amount exceeds Rs. 620 Cr, the plazas shall be removed from the bottom of the list provided by bidder · The total number of plazas mentioned in Annexure 13 by the bidder should not exceed 200."	The list of fee plazas from S.No. 577 to S.No. 615 of Annexure -12 are newly onboarded fee plazas in NETC programme, hence details are not available. Bidder may carryout own due diligence including site survey before finalizing Preferred list of fee plazas as required to be furnished in Annexure -13

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50	Clause 8.5: Annexure-5: Self Certification on Experience- 1. b. & Clause 3.2.1 -2 Relevant Experience FASTag Acquiring Service	General	Annexure-5: 1.b.- "Details of Fee Plazas where acquiring services have been provided by the bidder for more than one year" & Clause 3.2.1- 2: "Relevant Experience FASTag Acquiring Service- The bidder should have the experience of ETC integration and providing service as an Acquirer Bank for at least 20 National Highways Fee plazas under the NETC Program."	Eligibility/Pre-Qualification criteria- Clause 3.2.1-2 mentions- "The bidder should have the experience of ETC integration and providing service as an Acquirer Bank for at least 20 National Highways Fee plazas under the NETC Program." Accordingly, we shall provide experience of Plazas with Go-Live updated till date i.e. 08-Jul-2024, for Annexure 5: Self Certification on Experience.	Refer updated Annexure 5 in Corrigendum-1
51	6.2.8 (Pg No. - 44)	SCOPE OF WORK	Acquirer Bank as Master System Integrator at Closed Loop fee plazas	1. How much time period will be given to acquirer bank to develop & deploy MSI Role & responsibility for closed loop fee plazas as mentioned in this tender document? 2. Currently MSI role is not under the acquirer bank responsibility in NETC eco system. 3. Bank might need technical support from system integrator or TSP to develope MSI features, however as per Eligibility clause, Consortiums or Joint Ventures are not allowed to participate in this bid. 4. How the SLA & Liability calculation & bifurcation will be done between LSI & Acquirer bank & who will take care of such activities. Need to discuss to get clarity on these points.	1. Refer RFP Clause 7.3.1.1 For point 2 and 4 - As per Scope defined in RFP
52	8.5 Page 71, Annexure 5: Self Certification on Experience	Others	Details of Fee Plazas where acquiring services have been provided by the bidder for more than one year	Details of Fee Plazas where acquiring services have been provided by the bidder Changes requested to bring consistency with eligibility clause 3.2.1 Pt. 2 on Page 12	Refer updated Annexure 5 in Corrigendum-1
53	SLA Penalty Page 58	Others	regarding Penalty clause 58, 59 page	Request to reduce the penalty amount on SLA	As per RFP