

H.P. STATE ELECTRONICS DEVELOPMENT CORPORATION LTD.
(A Unit of H.P. Government Undertaking)



**Request for Proposal for Selection of System Integrator across Toll
Barriers in Himachal Pradesh**

E-Tender No: SEDC/TollBarrier/2K24-6975

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23-08-2024

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The assumptions, assessments, statements and information contained in the RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicant(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. The HP State Electronics Development Corporation Ltd. accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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NOTICE INVITING TENDER

Bids are invited by the HP State Electronics Development Corporation Ltd. for Selection of System Integrator for Fast Tag based Toll collection at TollBarriers of State of Himachal Pradesh.

SCHEDULE OF THE TENDER PROCESS:

S. No.	Information	Details
1.	RFP No. and Date	No: SEDC/TollBarrier/2K24-6975 Date: 23-08-2024
2.	Pre-Bid Meeting	29/08/2024 at 11.30AM through Video Conference VC Link is as under: https://meet.google.com/san-hyub-egm
3.	Price of Tender Document	Rs. 5000/- through DD/ RTGS A/C No. 050010200006521, IFS Code: UTIB0000050, Axis Bank, SDA Complex, Shimla-9, HP.)
4.	Earnest Money Deposit	Rs. 2,00,000/- through DD/ RTGS A/C No. 050010200006521, IFS Code: UTIB0000050, Axis Bank, SDA Complex, Shimla-9, HP.)
5.	Bid validity period	180 days from the last date (deadline) for submission of e-Tenders.
6.	Bid submission start date	30/08/2024, (11:00 AM)
7.	Bid submission End date	09/09/2024 (02:30 PM)
8.	Opening of e-Tenders Bids	10/09/2024 (02:30 PM)
9.	Tender Download Site	www.hpsedc.in & https://hptenders.gov.in
10.	Venue	H.P. State Electronics Development Corporation Ltd., 1 st Floor, I.T. Bhawan, Mehli, Shimla-171013, H.P.

2. The complete Bidding Documents can be viewed / downloaded from department portal www.hpsedc.in and <https://hptenders.gov.in>. The Bids shall be liable for summarily rejection unless accompanied by the requisite EMD and bid document fee as indicated above. HP State Electronics Development Corporation Ltd. shall not be responsible for any postal delay. Bids submitted after the closing date/time shall be summarily rejected.

HP State Electronics Development Corporation Ltd. reserves the right to accept or reject any or all Applications for the project, before signing of Contract Agreement without thereby incurring any financial or other liability to the affected Applicants.

Address for communication and for Application submission:

Managing Director, HP State Electronics Development Corporation Ltd., 1st Floor, IT Bhawan, Mehli, Shimla-13, Himachal Pradesh

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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 HP State Electronics Development Corporation Ltd.

Applicant/Bidder” means a ‘firm’ which participates in the subject RFP and submits its application/bid.

“Application/Bid” means the documents submitted by the Applicant in response to this RFP.

“Commencement date” means the date upon which the Successful Bidder receives the notice to commence the work issued by HP State Electronics Development Corporation Ltd.

“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 HP State Electronics Development Corporation Ltd. and the System Integrator along-with Acquiring Bank together with the complete documents referred to therein including the appendices and any special conditions. All these documents taken together shall be deemed to form one Contract and shall be complementary to each other.

“Department” means HP State Electronics Development Corporation 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 HP State Electronics Development Corporation Ltd. to Successful Bidder conveying its intention to accept the offer of Successful Bidder and awarding the work.

“Local Currency” means the Indian Rupees

“MoRTH” means Ministry of Road Transport and Highways

“NHAI” means National Highways Authority of India.

“Party” shall mean HP State Electronics Development Corporation Ltd. or Applicant individually and **“Parties”** shall mean HP State Electronics Development Corporation Ltd and Applicant collectively.

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

“RFP” shall mean this Request for Proposal including the written clarifications & Corrigendum/Addendum issued by HP State Electronics Development Corporation Ltd 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.

“**System Integrator**” shall mean the Successful Bidder post this RFP process.

“**Successful Bidder**” means the Bidder, who, after the complete evaluation process, has been issued the Letter of Award by HP State Electronics Development Corporation Ltd.

Any other terms not defined herein but defined elsewhere in this RFP shall have the meaning ascribed to such terms therein and shall be deemed to have been included in this section.

1. INTRODUCTION

Electronic Toll Collection (ETC) System

In order to facilitate the commuters at Toll barriers HPSEDC for the Department of State Taxes and Excise, HP intends to invite proposals to implement the FASTag based Toll collection facility at all Toll barrier in a phased manner. In first phase, the department intends to implement the said facility on following earmarked toll barriers of the States during the financial year 2024-25: -

- I. Garamaura in District Bilaspur
- II. Parwanoo(Main) & Tipra by Pass(Parwanoo) in District Solan
- III. Govindghat in District Sirmaur
- IV. Kandwal in Revenue District Nurpur
- V. Mehatpur in District Una

1. After implementation of facility on above-mentioned toll barriers, the facility may be implemented on other toll barriers in phased manner.
2. Department of State Taxes & Excise, Himachal Pradesh will sign a Memorandum of Understanding (MoU) with IHMCL
3. All the expenditure for the installation of infrastructure for FASTag based Toll collection shall be borne by the successful Toll Lessee.
4. As per requirement of system, the System Integrator shall be responsible to implement FASTag based Toll collection.
5. The hardware required for implementation of FASTag based Toll collection will be provided by the toll lessee as per the specifications which will be provided by the System Integrator as part of the technical bid.
6. Selection of the NPCI authorized Acquiring Bank will be done by the Toll Lessee. However the integration of the same with the application will be responsibility of the SI
7. FASTag Merchant Discount Rate (MDR) charges (transaction charges) will be fixed by the concerned Lessees with their banks

8. The System Integrator shall quote the unit price per barrier for development of software and integration of the same with all stakeholders.

SCOPE OF WORK

The selected SI shall carry out all roles/responsibilities of as mentioned below: -

- a. As defined in the Procedural Guidelines – National Electronic Toll Collection Network 2016 version 1.9 issued by NPCI and amended suitably from time to time.
- b. Ensure implementation of latest version of Interface Control Document (ICD 2.5 or latest) i.e. at acquired Toll Barrier.
- c. Policy document shared by IHMCL vide letter ref: -IHMCL/ETC/Plaza Policy/2018 dated 18.01.2019
- d. Other relevant circulars/guidelines under NETC program such as Plaza Allocation Guidelines, SLA for member banks, etc.
- e. Any other Circulars, Note or Guidelines of NHAI/IHMCL thereafter pertaining to Acquirer services.
- f. Complete implementation of ICD 2.5 or the latest version of ICD at the toll barrier within 30 days. The selected bidder shall be responsible for the up-gradation of ICD requirements at all toll barriers as amended by IHMCL from time to time.

1.1. Broad Responsibility of SI

The selected SI is required to install their systems for Toll Barrier operators for the purpose of Toll Collection through FASTag. They would also integrate their system with NPCI's ETC system [ETC Switch and ETC Mapper] to facilitate the toll fare calculation as well as transaction processing. The selected SI should undertake the following roles and responsibilities.

- Integrate with Toll barrier system –ICD 2.5
- Finalize hardware specification for the toll barriers
- End to End software solution including integration with the Acquirer Bank selected by the department, integration of hand held device based toll collection, integration with any other stakeholders will be responsibility of the SI
- It will be responsibility of the SI to host the application as per the guidelines issued by MeITY
- White-listing of series of vehicle registration numbers approved by Department of State Taxes and Excise, HP
- Blacklist File management
- Providing concessionaire Portal and sharing reports as per requirement from Toll barrier/ department
- Provide a complete dashboard of all Toll Barriers about Number of Vehicles, Type of Vehicles, Collection of Toll etc.
- Toll Fare calculations, discounts, Monthly pass as per Toll Policy of the State

- Processing of ETC Transactions.
- Reconciliation of each ETC Transaction with each Toll barrier and transfer the funds as per guidelines.
- Violation Processing –Audit of images and processing of the differential fare.
- Chargeback validation and processing –Confirmation of each Chargeback with Toll barrier
- Taking Liability of any issue pertaining to Bank
- Provide Helpdesk and Support related to the application to the Toll Barrier operators.
- Providing data as required by the investigating agencies as and when required on case to case basis
- Audit of the application before Go Live and on implementation any change request
- Marketing and Promotional activities for the Toll Barrier
- If any mismatch in the transactions will be found then it's SI responsibility to settle the differential amount directly or get it done by Bank
- To integrate with Toll barrier System and NETC System.
- To contract with toll barrier operators and to deploy the Acquirer host, that includes installation and management of NPCI and/or issuer bank public keys, adequately protected for integrity.
- The host should support both online and offline means of communication with toll barrier operators (preferably online).
- The SI should have system having feasibility to support primary and secondary systems to ensure connectivity with multiple endpoints.
- Should be capable of processing payment transactions to make payment the Toll Barrier operators for the processed transactions.
- Should be capable to transmit the completed transaction records to the issuer in order to obtain the settlement within TAT.
- Should be capable to send all the transactions which are executed at the lane controller to NETC system i.e., successful, fail, decline NETC
- Should be capable to keep the image files provided by the Toll Barrier operators [i.e., AVC profile, Vehicle Image NETC for a period of one year.
- Should manage the business rules relating to toll fare calculation and share the of exception list, Local exemption list (discount file list) with Toll Barrier.
- Should share vehicle class discrepancy (i.e., mismatch between AVC and mapper vehicle class) and exempted vehicle transaction details with Toll Barrier.
- The SI needs to assist the disputes raised by Issuers or Toll Barrier operators. The SI is responsible for the resolution of disputes as per the applicable TAT.
- The application developed should be compatible with all required infrastructure at Toll Barrier,

1.2. Functional Specifications

- i. There should be resource isolation with predictable application performance.
- ii. Environment consistency across development, testing and production.
- iii. There should be optimized load balancing functionality to be implemented to achieve high performance with minimal to no / minimal downtime.
- iv. FASTag system should be capable of running the system even if Bank server is down with the

limit of 30 min

- v. Security information and event management to provide comprehensive visibility and control of the data warehouse by allowing security analysts to collect and share data, investigate incidents to report and respond accordingly.
- vi. Continuous Integration, Delivery, and Deployment functionality to provide reliable and frequent build and deployment with quick and efficient rollbacks.
- vii. Implantation of multi-machine central service and application load balancing, online/offline backups, distributed services and process clustering and balancing.
- viii. Horizontal / vertical scalable architecture is required.
- ix. Scalable storage for toll transaction images, applications, databases and other interdependent services and cluster for the entire Contract Agreement.
- x. Multi zoning of cluster components to attain carrier neutrality of network infrastructure includes bandwidth, ISPs and IP Pools etc. xii. Service uptime should attain 99.99% availability

1.3. Business Specifications

- a) SI shall ensure to capture and store entry details of vehicles from each toll plaza and club the entry details of vehicles based on same Tag Id/VRN/Chassis number (with which number tag is mapped at NPCI server) no to make the final transaction. The FASTag transaction must be clubbed and sent to respective Acquirer Bank within the SLA as defined the Interface Control Document and also support advanced analytics, automation, and optimization use cases, through large data lakes.
- b) SI shall ensure to capture transactions (FASTag, Non-FASTag and Overloaded) and any future use cases of the NETC FASTag use cases, as decided by Department/IHMCL, NHAI, MoRTH from all toll plazas and maintain the same in the database for the entire Contract Period. The FASTag transactions must be sent to the respective Acquirer Bank in time bound manner for further validation and settlement. However, the Non- FASTag transaction shall be stored Barrier wise for the entire Contract Agreement.
- c) For the FASTag transactions with violation flag, SI shall ensure to send the transaction with respective Acquirer bank along with image evidence (LPIC, ICS Camera images and AVC image). It shall be the responsibility of MSI to get the image evidences for violation transactions from the respective LocalSI only for the exit side.
- d) SI shall exchange data from all toll barriers as per Interface control document. The processing methodology of SI with concerned Acquirer Bank and other stakeholders should be API based.
- e) SI shall ensure to comply with ICD 2.5 specification or latest to enable real-time based transaction processing with each toll plaza server/controller and Acquirer host.
- f) SI shall ensure to provide web-based application/portal for monitoring the real time monitoring of Lanes and Plaza system availability, Traffic Count Monitoring (FASTag & Non-FASTag), Automatic alert system for any downtime beyond 10 min of any

lane/plaza.

- g) SI shall ensure to provide report module for generating uniform MIS reports of each toll Barrier.
- h) SI shall ensure for the provision of following minimum reports through report module:
 - i. Consolidated Traffic Report
 - ii. Class Wise Traffic Report
 - iii. Traffic and Revenue Report
 - iv. FASTag Traffic report
 - v. Non-FASTag Traffic report
 - vi. Exempt Report
 - vii. Any other as per the requirement of the department/ any legal agency
- i) SI shall ensure to timely address the customer complaints pertaining to Double amount deduction from FASTag account and Wrong Amount deduction from FASTag account in co-ordination with respective Toll Barriers and the Acquirer Bank.
- j) SI shall ensure to comply with the Circulars/guidelines of Department/IHMCL for NETC programme, as applicable and released from time to time.
- k) SI shall maintain all Business rule configuration, return Journey, Monthly Pass, Fare Update.
- l) The SI shall ensure to complete the integration work with each toll barrier within 30 days from date of commencement instruction received.
- m) SI shall share issue Escalation Matrix with HP State Electronics Development Corporation Ltd./ Department of State Taxes and Excise, HP
- n) SI shall troubleshoot and resolve any technical issues at the Toll Barriers (the technical person should be available as and when required)
- o) SI shall Indemnify HP State Electronics Development Corporation Ltd. against any damage/loss of property or personal of the agency during conduct of assignment.
- p) SI shall be responsible for CCH reconciliation with the acquirer bank. Any CCH transactions to be re-uploaded shall be responsibility of SI. Also Sending violation transactions post audit at plaza level along with clear supporting images to CCH shall be responsibility of SI. The images should be clear enough to identify the vehicle class. In case, image is not clear then MSI shall seek for clear image from respective Toll Barrier.
- q) Assistance in customer grievance redressal - The SI shall provide prompt and time-bound redressal of customer complaints pertaining to ETC transaction generated from toll barriers such as double deduction, overcharging, etc. The SI shall provide photo evidence in coordination with LSI. as required for resolution of customer grievances.

- v) To develop the Acquirer mode in accordance with the Interface Control Document "ICD") provided to the Bank by NPCI for the use by toll plaza operators detailing file formats and modalities for sharing data and communicating with the Acquiring Module.
- w) To ensure security and integrity of data being transferred online through appropriate encryption and other security measures
- x) Comply with the business rules relating to toll fare calculation and pass management for every designated toll barrier.
- y) Collection, processing and transfer of data between barrier ETC Systems and NETC Systems on a timely basis. This shall include but not limited to, transfer of transaction files from Toll Barrier to NETC Systems and dissemination of Exception List form NETC System to toll Plazas every twenty minutes.
- z) The SI shall ensure that there is effective means of acknowledging the receipt of files by the Bank via portal provided by Acquirer bank sharing the status of processing for each transaction.
 - aa) The SI shall coordinate with concerned Acquirer Bank with the support of IHMCL if required for providing the portal to monitor the transaction processing at central level.
 - bb) For all the FASTag Transactions successfully accepted from the Plaza ETC systems, the same should be processed in real time and posted to Acquiring host.
 - cc) SI shall ensure to have checks to avoid duplication of transactions while posting to Acquirer Host.
 - dd) In case of any rejection of transaction, SI shall seek for route cause analysis from concerned Acquirer bank and submit the liability report with IHMCL concerned agency.
 - ee) In case of delays in successfully posting transactions to NETC Switch, any liabilities arising with respect to such transactions (including but not limited to chargebacks) shall be the responsibility of the SI.
 - ff) Any other liability arising due to failure of services, shall be the responsibility of the SI.
 - gg) To share the status report of every FASTag Transaction to the concerned toll plaza operator, whether it is a success, on a daily basis.
 - ii) Data for each plaza shall be retained for entire Agreement period. The SI shall ensure adequate security measure for safeguarding of Toll Transaction data, by providing, off site Disaster recovery or Data Storage mechanism.
 - jj) The Master SI shall also be responsible to extract and provide data /information based on requirement of law Enforcement Agencies of Govt. of India/ State based on specific approvals on case-to-case basis.
- ll) Data Back-up & Restore – SI shall also demonstrate the backup & restore procedure

successfully. The SI shall prepare and implement a proper Data Backup & Restore policy with IHMCL's approval, to ensure data safety and avoid data loss, in case of any untoward incidents. Such policy shall ensure Back-up & Restore of Toll Transaction data at least once in a week.

1.4. Integration with Toll barrier System

The Toll Barrier system will process the transactions in the specified format and send it to the Acquirer host system for toll fare calculation and transaction processing. The communication between toll barrier server and the acquirer host shall be online only. The responsibility of providing internet & electricity connectivity at the Toll Barrier lies with HP State Tax & Excise / Toll Lessee. The processing mostly covering interoperability needs to be carried out depending on availability of connectivity. The specifications and processes defined by Department of State Taxes and Excise/ HPSEDC/NPCI / NHAI / MoRTH / IHMCL / any other statutory authority should be adhered to.

1.5. Integration with NETC System

- a) The selected SI will integrate the software with the Acquirer Bank system and ETC system (ETC Switch and ETC Mapper) hosted by NPCI. The SI has to ensure the transaction data is in the specified format as defined by the ETC System interface specifications.
- b) The SI & Acquirer bank system should contain the business rules for toll fare calculation. On receiving the transaction information from the toll barrier server, the acquirer host will check the tag status from the NETC Mapper, calculate the toll fare based on vehicle class received from NETC mapper and present the transaction messages to NETC switch for further processing.
- c) The specifications and processes defined by Department/ NPCI / NHAI / MoRTH / IHMCL any other statutory authority should be adhered to.

1.6. Online Transaction Processing

- d) The System should support both online and offline means of communication with toll barrier operator for Transaction Processing. It should send all transactions which are executed at the lane controller to NETC system i.e. successful, fail, decline etc. Keep the image files provided by the toll barrier operators [i.e. AVC profile, Vehicle Image etc.] for a period of one year.
- e) The SI should manage the business rules relating to toll fare calculation - Check tag status from Mapper. Acquirer host fetches vehicle class, vehicle registration number, tag status & issuer bank ID. The Acquirer host system has to be configured with the applicable toll fare calculation business rules for the acquired toll barrier. The business rules might consist of:
 - f) Standard fare rules – This includes the rules for calculating toll fare as per the standard fare defined for the vehicle class.
 - g) Exemption rules – This includes different types of concessions be regulated by one or

more exemptions applicable for the toll barrier like- Local resident exemption, applicable discounts or concessions on purchase of monthly pass, Distance based toll fare discount or concessions etc.

- h) The standard and exemption rules are defined by the toll barrier operator (as per the norms stated by concerned authorities). The Acquirer host should support all such business rules defined by the toll barrier operator.
- i) Transaction Settlement – The SI should undertake end-to-end transactions and settlements within defined TAT.
- j) Violation Management - The System should have provision to process the violations (due to Vehicle Class Mismatch) raised by the Toll barrier. System should have a mechanism to audit the supporting Images of Violations and raise a Credit or Debit Adjustment based on the auditor's class.
- k) Exception list – The System should be able to receive the exception list, exemption list from NETC through both offline and online channels. The Acquirer host system has to synchronize the exception list with the toll barrier server. The acquirer can get the exception list using one of the following methods or as defined by NPCI and any statutory authorities.
- l) The system should periodically fetch the latest exception list from the NETC System and send the same to toll barrier server every 10 minutes. The Toll barrier server will update this exception list to lane controllers within 10 minutes of its receipt.
- m) The system should also have an option to download the exception list from the SFTP server.

1.7. Exception List

- n) **Blacklist:** A blacklist is a list of tag ID which will not be accepted at toll barrier. NHAI/IHMCL can request Service Provider or acquirer to add/remove the tag ID in the blacklist.
- o) **Low Balance List/Grey list:** If the balance in the customer's account linked to the tag comes below a threshold limit, that Tag ID will be added to this list and the notification is sent to the customer for low balance. This list will be provided by the Service Provider.
- p) **Exempted Vehicle Class List:** Unless otherwise stipulated, no toll fare will be charged for the vehicles that come under this category as defined by the respective authorities from time to time. Few examples can be, as VVIP convoy, Ambulance, Fire brigade, Police Vehicle
- q) **Dispute Handling** – The SI shall have all the liability and responsibility to handle dispute resolution with Toll barrier operator.
- r) The SI should carry out the transactions as detailed in NPCI document. The clearing and settlement process along with the transaction life cycle will be as per NPCI documents

released from time to time.

1.8. Helpdesk for Toll Barrier Operator

- s) The SI should provide helpdesk or toll-free services to Toll Barrier operator for resolving any issues pertaining to NETC Transaction, as per the SLAs provided by Department. It is the responsibility of the SI to ensure all the transactional conflicts are resolved for the toll barrier operator as per TAT.

1.9. Technical Requirements

- t) The technical requirement for Acquirer system for NETC will be governed by the technical specifications and processes as defined by NHAI / MoRTH / IHMCL or any other statutory authorities.
- u) As per specifications defined by Department, the SI should submit detail diagram, data flow information, security maintenance etc. End to End management of the solution should be covered by the SI.
- v) The SI is required to go through Department/ NHAI / MoRTH / IHMCL documents on NETC Acquirer and should comply to all technical criteria
- w) The SI shall provide detailed specification of the infrastructure required to be installed at Toll Barrier implementation of the solution.

1.10. Help Desk Requirements

A 24x7, 365 days per year, robust online customer / Toll operator support facility for all sorts of issuing / Acquirer related queries. Bidder support staff should be well trained to effectively handle queries raised by the stakeholders.

1.11. Reporting

1. SI within 1 month from the date of issuance of LoA shall provide Central Monitoring Portal (CMP) with Department. Following reports shall be accessible from the Central Monitoring Portal in the real time manner: -
 - a. Summarized Traffic and Revenue Report on SI system
 - b. Create required login IDs as per requirement of the department.
 - c. Vehicle Class wise Summarized Traffic and Revenue Report on SI system
 - d. Detailed transaction report on SI system Debit Adjustment Status Report on Acquirer Bank system
 - e. Chargeback status report on Bank system on Acquirer Bank system
 - f. Rejected Transaction report (Category wise) on Acquirer Bank system
 - g. Detailed rejected transaction report on Acquirer Bank system
 - h. Clean vs Violation Transaction report on Acquirer Bank system
 - i. Complete details of the POS agents deployed at the Toll plazas

- a) Daily sale report of FASTag issued by the POS agents on SI system
- b) POS-wise real time stock report of the blank tags available with the POS agents:

S.no.	Name of Toll Barrier	Name of POS Agent	Mobile no. of POS Agent	Number of Tag available with POS Agent	Number of Tags sold for the day

Abovementioned report shall be accessible from the web-portal with the format of daily, weekly, fortnightly, Monthly and Half yearly and Yearly basis.

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

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

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

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

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

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

1.12. Time period for the service

Time period envisaged for the engagement is 3 years. Upon completion of the engagement, extending the tenure by another 2 years with same rates as quoted by the L-1 Bidder for the RFP may also be considered subject to the satisfactory performance of the SI

All the software/web portals developed under this RFP would be the property of Department of State Taxes and Excise, HP. The SI shall handover the same along with the source code to the Department of State Taxes and Excise, HP as part of Exit Management Process.

2. INSTRUCTIONS TO BIDDERS

HP State Electronics Development Corporation Ltd. invites proposals/bids from eligible entities having the requisite capabilities to implement the FASTag based Toll collection facility at all Toll barrier in a phased manner.

The Bids would be evaluated on the basis of the evaluation criteria set out in this Request for Proposal (RFP) Document in order to identify the Successful Bidder(s) for providing the services envisaged under this RFP.

Terms used in this RFP Document which have not been defined herein shall have the meaning recognized thereto in the draft Contract Conditions.

Pursuant to the release of this RFP Document, HP State Electronics Development Corporation Ltd. shall receive bids, prepared and submitted in accordance with the terms set forth in this RFP Document and other documents provided by Corporation pursuant to this RFP Document including annexure/ Appendix hereto (collectively referred to as the "Bid Documents"), as modified, altered, amended and clarified from time to time by HP State Electronics Development Corporation Ltd.

This RFP Document and all attached documents are and shall remain the property of HP State Electronics Development Corporation Ltd. and are transmitted to the Bidders solely for the purpose of preparation and the submission of their respective bids in accordance herewith. Bidders shall not use it for any purpose other than for preparation and submission of their bids.

The statements and explanations contained in this RFP Document are intended to provide an understanding to the Bidders about the subject matter of this RFP Document and shall not be construed or interpreted as limiting, in any way or manner whatsoever, the scope of services, work and obligations of the Successful Bidder to be set forth in the RFP or HP State Electronics Development Corporation Ltd. right to amend, alter, change, supplement or clarify the scope of service and work, the Contract conditions to be awarded pursuant to the RFP Document including the terms thereof, and this RFP Document including terms herein contained. Consequently, any omissions, conflicts or contradictions in the Bid Document are to be noted, interpreted and applied appropriately to give effect to this intent and no claim on that account shall be entertained by Department.

Bidders may note that the HP State Electronics Development Corporation Ltd. will not entertain any material deviations from the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents including the terms and conditions of the draft Agreement. Any conditional Proposal is liable for outright rejection.

Conditional or incomplete proposals are liable to be treated as non-responsive and, therefore may be rejected at the sole discretion of HP State Electronics Development Corporation Ltd.

2.1. Eligibility/Pre-Qualification criteria

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

Sl#	Requirement Parameter	Eligibility Criteria	Supporting Documents to be provided
1.	Entity	The bidder must have successfully implemented FASTag based Toll collection at minimum 2 Locations which is operational as on date	i). Award Letter along with copy of the contract
2.	Undertaking of Blacklisting	The bidder should not have been blacklisted or debarred by any government department/ agency/PSU for material nonperformance or contractual	i. Undertaking signed by Authorized Signatory of the Bidder on its letterhead (Annexure – 3)
3.	Net Worth	The bidder should have a positive Net worth last Three Financial Years	CA Certificate

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

2.2. Power of Attorney

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

2.3. Content of RFP:

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

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

Bidder's risk and may result in the rejection of the bid.

2.4. Acknowledgement by Bidder:

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

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

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

2.5. Right to accept or reject any or all Bids

Notwithstanding anything contained in this RFP, HP State Electronics Development Corporation Ltd. reserves the right to accept or reject any Bids and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that Department rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

HP State Electronics Development Corporation Ltd. reserves the right to reject any Bid if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by HP State Electronics Development Corporation Ltd. the supplemental information sought by HP State Electronics Development Corporation Ltd. for evaluation of the Bids.

In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the Contract thereby granted by HP State Electronics Development Corporation Ltd. , that one or more of the conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Successful bidder either by issue of the LOA or entering into of the Contract Agreement, and if the Bidder has already been issued the LOA or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a

communication in writing by HP State Electronics Development Corporation Ltd. to the

Bidder, without HP State Electronics Development Corporation Ltd. being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which Department may have under this RFP, the Bidding Documents, the Contract Agreement or under applicable law.

HP State Electronics Development Corporation Ltd. reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by HP State Electronics Development Corporation Ltd. shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of HP State Electronics Development Corporation Ltd. thereunder.

2.6. Clarifications:

Bidders requiring any clarification on the RFP may notify HPSEDC by e-mail procurement@hpsedc.in. They should send in their queries in .xlsx format as provided in Annexure 10 before the date specified in the Key Dates of RFP.

HP State Electronics Development Corporation Ltd. shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, HP State Electronics Development Corporation Ltd. reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring HP State Electronics Development Corporation Ltd. to respond to any question or to provide any clarification.

HP State Electronics Development Corporation Ltd. may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by HP State Electronics Development Corporation Ltd. shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority, or its employees or representatives shall not in any way or manner be binding on HP State Electronics Development Corporation Ltd.

To facilitate evaluation of Bids, HP State Electronics Development Corporation Ltd. may, at its sole discretion, seek clarifications from any Bidder regarding its Bids. Such clarification(s) shall be provided within the time specified by HP State Electronics Development Corporation Ltd. for this purpose, any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.7. Amendment of RFP

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

Any Addendum thus issued will be published on www.hpsedc.in and www.hptenders.gov.in.

In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, HP State Electronics Development Corporation Ltd. may, in its sole discretion, extend the Bid Due Date.

2.8. Language

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

2.9. Bid Validity

Bids shall remain valid for a period of 180 days from the Bid due date. Any Bid valid for a shorter period shall be rejected as non-responsive. HP State Electronics Development Corporation Ltd. has sole discretion to extend the period beyond 180 days.

In exceptional circumstances, HP State Electronics Development Corporation Ltd. may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing; however, no modification to such bid shall be permitted.

2.10. Bid Security

The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD) / Bid Security for an amount INR 2 lakh/- (Rupees Ten Lakh Only). The Successful Bidder's EMD will be returned, without any interest, upon the Successful Bidder signing the Contract and furnishing the Performance Security in accordance with the provisions thereof. HP State Electronics Development Corporation Ltd. may, at the Successful Bidder's option, adjust the amount of EMD in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract.

The Earnest Money shall be in the form of a demand draft / pay order/ Bank Guarantee drawn in favor of "Managing Director, HP State Electronics Development Corporation Ltd." Drawn on any Scheduled bank payable at Shimla. The format for providing EMD in the form of Bank Guarantee is provided at Annexure-8

Any bid not accompanied by an acceptable Earnest Money Deposit and Document Fee shall be rejected by HP State Electronics Development Corporation Ltd. as non-responsive.

The Earnest Money Deposit of unsuccessful bidders will be returned upon written request from the unsuccessful bidder, after expiry of the period of Bid Validity prescribed by HP State Electronics Development Corporation Ltd. or Signing of Contract Agreement between HP State Electronics Development Corporation Ltd. and successful bidder.

The Earnest Money Deposit of the Successful Bidder will be discharged when the Successful Bidder has furnished the required Performance Security and signed the Contract Agreement.

The Bid Security / Earnest Money will be forfeited:

- i. if the Bidder withdraws or modifies the Bid during the period of Bidvalidity;
- ii. if the Bidder does not accept the correction of the bid price, pursuant to clause pertaining to imbalance bid;
- iii. in the case of a Successful Bidder, if the Bidder fails within the specified time limit to
—
 - i. sign the Contract; and/or
 - ii. Furnish the required Performance Security; or
- iv. if the Bidder is found to be engaged in corrupt or fraudulent practices.
- v. if the Bidder, after matching the L-1 rates as per award criteria mentioned in the RFP does not submit the acceptance to LOA within specified number of days.

2.11. Alternative Proposals by Bidders

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

2.12. Submission, Format and signing of Bids:

All documents including Bids Fee, EMD, Power of Attorney, relevant annexures, eligibility documents etc. need to be submitted on e-tender portal.

The Bidder shall submit the scanned copy of the original documents as mentioned in the RFP along with the bid on or before due date of submission. Evaluation of bids shall be carried out with the available scanned copy of original document submitted by bidder on e portal as per RFP requirement. However, the successful bidder has to submit the original documents physically with HP State Electronics Development Corporation Ltd. before the issue of LOA.

The Bidder shall provide all the information sought under this RFP. HP State Electronics Development Corporation Ltd. will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.

The Bidder shall submit following documents physically at HP State Electronics Development Corporation Ltd. office as per timeline provided in Clause 4.1 'Key Dates':

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

The Document/Bid Fee needs to be transferred in Department bank account as per details provided below and payment receipt/proof needs to be submitted in the Technical Bid

document. HP State Electronics Development Corporation Ltd. bank account detail for transferring document fee is as follows: -

- A/c Holder Name = Managing Director, HP State Electronics Development Corporation Ltd.
- Bank Name = Axis Bank
- A/c No. = 050010200006521
- IFSC = UTIB0000050
- Branch = SDA Complex, Shimla-9, HP

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

2.13. Deadline for Submission of Bid

Complete Bid documents as specified in the RFP must be uploaded as specified on or before the date and time specified under “Key Dates”. In the event of the specified date for the submission of Bids being declared a non- working day for HP State Electronics Development Corporation Ltd. , the Bids will be received up to the specified time on the next working day.

HP State Electronics Development Corporation Ltd. may, at its discretion, extend the deadline for submission of Bids by issuing an amendment in which case all rights and obligations of HP State Electronics Development Corporation Ltd. and the Bidders previously subject to the original deadline will thereafter be subject to the deadline extended.

Offer by fax / e-mail will not be accepted and shall be treated as void ab-initio.

2.14. Late Bids

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

2.15. Modifications/ substitution/ withdrawal of Bids

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

Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by HP State Electronics

Development Corporation Ltd. , shall be disregarded.

2.16. Opening and Evaluation of Bids

HP State Electronics Development Corporation Ltd. shall open the Bids as per Key Timelines mentioned in RFP, at the place specified in RFP and in the presence of the Bidders who choose to attend.

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

HP State Electronics Development Corporation Ltd. will subsequently examine and evaluate Bids in accordance with the provisions set out in this RFP.

Bidders are advised that selection of Bidders will be entirely at the discretion of HP State Electronics Development Corporation Ltd. . Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

Any information contained in the Bid shall not in any way be construed as binding on HP State Electronics Development Corporation Ltd. , its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

HP State Electronics Development Corporation Ltd. reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, HP State Electronics Development Corporation Ltd. may, in its sole discretion, exclude the relevant project from evaluation of the Bid of the Bidder.

In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by HP State Electronics Development Corporation Ltd. as incorrect or erroneous, HP State Electronics Development Corporation Ltd. shall reject such claim and exclude the same from evaluation of the Bid. Where any information is found to be patently false or amounting to a material representation, HP State Electronics Development Corporation Ltd. reserves the right to reject the Bid.

2.17. Examination and Evaluation of Bids

- a) Opening of Bids will be done through online process only.
- b) HP State Electronics Development Corporation Ltd. 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. HP State Electronics Development Corporation Ltd. will examine and evaluate the Bids in accordance with the provisions of this RFP.
- c) During evaluation and comparison of bids, HP State Electronics Development Corporation Ltd. 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.

Part - 1: Pre-Qualification Stage: -

- a) Document fee: - The Document/Bid Fee needs to be transferred in Commissioner of State Taxes and Excise bank account as per details provided below and payment receipt/proof needs to be submitted in the Technical Bid document uploaded on www.hptenders.gov.in portal. Managing Director, HP State Electronics Development Corporation Ltd. , HP bank account detail for transferring document fee is as follows: -
- A/c Holder Name = Managing Director, HP State Electronics Development Corporation Ltd.
 - Bank Name = Axis Bank
 - A/c No. = 050010200006521
 - IFSC = UTIB0000050
 - Branch = SDA Complex, Shimla-9, HP
- b) EMD/Bid Security: - The envelope containing EMD/Bid Security and other relevant documents as required by this RFP will be opened. At any stage during the entire Bid evaluation process, if the EMD is found to be invalid, the respective Bidder's Bid shall be summarily rejected. If Physical Documents submitted by the Bidder has the Financial Bid details, the Bid shall be summarily rejected.
- c) The Earnest Money amount as specified in Clause 3.12 shall be in the form of a demand draft / pay order/ Bank Guarantee drawn in favor of "Managing Director, HP State Electronics Development Corporation Ltd." Drawn on any Scheduled bank payable at Shimla. The format for providing EMD in the form of Bank Guarantee is provided at Annexure-8.
- d) The Successful Bidder's EMD will be returned, without any interest, upon the Successful Bidder signing the Contract and furnishing the Performance Security in accordance with the provisions thereof. The HP State Electronics Development Corporation Ltd. may, at the Successful Bidder's option, adjust the amount of EMD in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract.
- e) Upon furnishing of the Performance Security by the Successful Bidder, HP State Electronics Development Corporation Ltd. will promptly notify the other Bidders that their Bids have been unsuccessful. EMDs of unsuccessful Bidders will be returned back to them after signing of Contract with the Successful Bidder or after the expiry of

the validity period of the Bids, whichever is earlier.

f) The Technical Bids will be evaluated by an Evaluation Committee. The Bidder shall have to fulfill all the Eligibility Criteria as specified in the RFP, in totality and submit all the required documents. These documents will be scrutinized in this phase of evaluation. Those Bidders who do not fulfill the terms and conditions of Eligibility Criteria as specified in this tender will not be eligible for further evaluation.

g) Evaluation of Technical Bids by the Evaluation Committee shall not be questioned by any of the Bidders. HP State Electronics Development Corporation Ltd. may ask Bidder(s) for additional information, visit to Bidder's site and/ or arrange discussions with their professional, technical faculties to verify claims made in Technical Bid documentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Financial Proposal.

Part – 2: Financial Bid Evaluation:

- a) The Bidder with the lowest value quoted for "Complete System Integration" in the Financial Submission Form (Annexure-10) will be declared as the L-1 Bidder.
- b) In the event that two or more Bidders quote the same " Complete System Integration " HP State Electronics Development Corporation Ltd. may (in sequential basis):-
 - o Declare the bidder having experience of providing system integrator services in respect of a greater number of Toll barriers under NETC programme as the L-1 Bidder;
 - OR
 - o Take any such measure as may be deemed fit in its sole discretion, including annulment of the bidding process.
 - o If there is a discrepancy between words & figures, the amount in words shall prevail. If the bidder does not accept the correction of errors, its Bid shall be rejected and the EMD will be forfeited.

2.18. Award Criteria

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

Electronics Development Corporation Ltd. shall declare the Preferred Bidder as the Successful Bidder.

Terms and Conditions

Confidentiality

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

Tests of responsiveness

Prior to evaluation of Bids, HP State Electronics Development Corporation Ltd. shall determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- a) If the Authorized Signatory holding Power of Attorney and Signatory are not the same.
- b) If a bidder submits a conditional bid or makes changes in the terms and conditions given in this RFP document.
- c) Failure to comply with all the requirements of RFP document by a bidder.
- d) If the financial bid is not submitted in the formats prescribed in the RFP document.
- e) If any requisite document/ certificate is not in the prescribed format the same shall not be considered while evaluating the Bids and the same may lead to Bid being declared as non-responsive.
- f) The bid contains any pre-condition, assumption or qualification.
- g) it is not non-responsive in terms hereof.

HP State Electronics Development Corporation Ltd. reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by HP State Electronics Development Corporation Ltd. in respect of such Bid.

Imbalanced Bid

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

Submission of Bids

The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.

Proprietary data

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

Correspondence with the Bidder

Save and except as provided in this RFP, HP State Electronics Development Corporation Ltd. shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

Notification of Award of Contract

a) Prior to the expiration of the Bid validity, HP State Electronics Development Corporation Ltd. will notify the Successful Bidder that his Bid has been accepted. HP State Electronics Development Corporation Ltd. will mention the lump sum amount for development of solution by the system integrator.

b) The Contract will be signed between HP State Electronics Development Corporation Ltd., HPE&TD and the Successful Bidder after the performance security is furnished by the Successful Bidder. HP State Electronics Development Corporation Ltd. will issue notice to commence the work after signing of Contract Agreement or submission of Performance Security as the case maybe.

c) Upon furnishing of the Performance Security by the Successful Bidder EMDs of

unsuccessful Bidders will be returned back to them after signing of Contract with the Successful Bidder or after the expiry of the validity period of the Bids, whichever is earlier.

Signing of Contract

HP State Electronics Development Corporation Ltd. shall ask the Successful Bidder to furnish the Performance Guarantee and also to execute the Contract Agreement.

Performance Security

a) Within 15 (Fifteen) days of the receipt of the Letter of Award, the Successful Bidder shall submit an irrevocable and unconditional Bank guarantee issued in the name of HP State Electronics Development Corporation Ltd. for an amount equal to INR 5 Lakhs at the time of issuance of LOA, issued by a Bank described under this RFP which shall be verified at any branch located in the National Capital territory of Delhi and through SFMS mode as performance security for the due performance of its obligations under the Contract.

b) The aforesaid Bank Guarantee shall be as per the format given in format provided in this RFP and will be valid for a period of 180 days after the expiry of Contract period and shall also have a minimum claim period of 1 year. Format for submission of Performance Bank Guarantee is placed at Annexure 7.

Bank Guarantee (BG)

a) The Bank Guarantee in the name of HP State Electronics Development Corporation Ltd. issued by the following banks would only be accepted: -

i. Any Nationalized Bank / Private Bank

ii. Any Scheduled Commercial Bank approved by RBI having a net worth of not less than Rs. 200 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

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.

Corrupt or Fraudulent Practices

a) HP State Electronics Development Corporation Ltd. will reject a proposal for award and appropriate the EMD or the Performance Security, as the case may be, if it determines

that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

b) HP State Electronics Development Corporation Ltd. will declare the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract by HP State Electronics Development Corporation Ltd. 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 HP State Electronics Development Corporation Ltd. in the procurement processor 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 HP State Electronics Development Corporation Ltd. 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 HP State Electronics Development Corporation Ltd. of the benefits of free and open competition.

Conflict of Interest

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

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

Miscellaneous

a) The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at HP High Court shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

b) HP State Electronics Development Corporation Ltd. , in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

- i. suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- ii. consult with any Bidder in order to receive clarification or further

information;

- iii. retain any information and/ or evidence submitted to HP State Electronics Development Corporation Ltd. by, on behalf of, and/ or in relation to any Bidder; and/ or
- iv. iv. independently verify, disqualify, reject and/ or accept any or all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

c) It shall be deemed that by submitting the Bid, the Bidder agrees and releases HP State Electronics Development Corporation Ltd. , its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

d) If the Bidder has committed a transgression under this RFP such as to put its reliability or credibility into question, HP State Electronics Development Corporation Ltd. shall be entitled to blacklist and debar such Bidder for any future tenders/contract award process in its sole and absolute discretion.

e) Inclusion of MSMEs in Project Delivery - Bidders are encouraged to include Micro, Small and Medium Enterprises (MSMEs) in the delivery of the project. The MSME partner should be registered under the Micro Small Medium Enterprise Act, 2006. The procurement through MSMEs should be in line with Order dated 23rd March 2012 or any latest Order/Directions regarding procurement policy for Micro and Small Enterprises (MSMEs).

(https://eprocure.gov.in/cppp/rulesandprocs/kbadqkdlcswfjdelrquehwuxcfmij_mui_xngudufgbuubgubfugbubbjxcgfvvsbdihbfgGhdFgFHtyhRtNDk4Nzg=)

f) Compliance shall be ensured w.r.t. Office Memorandum of Department of Expenditure, dated 23 July 2020, and any related clarifications, subsequent guidelines issued by Department of Expenditure, as applicable, regarding insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017. Bidder may visit website of Department of Expenditure (<https://doe.gov.in/>) for more details on the said Office Memorandum. (<https://doe.gov.in/sites/default/files/OM%20dated%2023.07.20%20.pdf>)

g) Compliance shall be ensured w.r.t. Public Procurement (Preference to Make in India) Order 2017 – Notification of Telecom Products, Services or Works” (in short DoT PPP MII notification, 2018) dated 29th August issued by Department of Telecommunications. Bidder may visit website of Department of Telecom (<https://dot.gov.in> > Investment Promotion > Telecom Equipment Manufacturing) for more details on the said notification. (https://dot.gov.in/sites/default/files/policy_for_preference_to_domestically_manged_telecom_products_in_government_procurement.PDF) and (<https://dipp.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf>)

3. PREPARATION AND SUBMISSION OF BID

- a) Bid must be submitted online only at www.hptenders.gov.in. To participate in tendering, the intending participants shall register themselves in the website of URL.
- b) Bidders are advised to go through the FAQs, guidelines, instructions, manuals, policies, system setting procedures etc. as provided in the e- Procurement portal.
- c) Tender form and relevant documents will not be sold /issued manually from offices.
- d) Bidders are required to upload scanned copies of Bid Security, proof of online payment of cost Bidding Documents, Power of Attorney/Letter of Authorization and other relevant document on the e-procurement portal.
- e) All documents including Bid Fee, EMD, Power of Attorney/Letter of Authorization, relevant annexures, eligibility documents etc. need to be submitted on e-tender portal. The Bidder shall submit the scanned copy of the original documents as mentioned in the RFP along with the bid on or before due date of submission. Evaluation of bids shall be carried out with the available scanned copy of original document submitted by bidder as per RFP requirement. However, the successful bidder has to submit the original documents physically with IHMCL before the issue of LOA.
- f) The date and time for online submission as mentioned in the section RFP document shall be strictly followed in all cases. The Bidders should ensure that their tender is submitted online before the expiry of the scheduled date and time. No delay on account of any cause will be entertained. Tender(s) not submitted online will not be entertained.
- g) If for any reason, any interested bidder fails to complete any online/ offline stages during the complete tender cycle, HP State Electronics Development Corporation Ltd. shall not be responsible for that and any grievance regarding that shall not be entertained.

4. CONDITIONS OF CONTRACT

Conditions of Contract

1. 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.

Governing Language

2. 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.

Applicable Law

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

Interpretation

1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.
2. The Bidders are expected to examine all terms and instructions included in the RFP Document. During preparation of the technical proposal, the bidders shall make their own assessment of staff to undertake the assignment.

Right to Amend Project Scope

1. HP State Electronics Development Corporation Ltd. reserves the right to include new toll barriers in the scope of SI (at the same rate given for this project with in a year of bidding) which shall be made operational by NHAI during the Project duration. HP State Electronics Development Corporation Ltd. also reserves the right to remove the any toll barriers from the scope of SI due to operational or other reasons. No compensation shall be paid to the SI on account of de-scoping of these toll barriers.
2. HP State Electronics Development Corporation Ltd. , may at any time, at its sole discretion defer the implementation at certain toll barriers as per its requirements.

Payment Terms

Payment will done to the SI in 2 phases as per the below criteria:

1. The Payment to the SI will be responsibility of the Toll Lessee of the concerned Barrier.
2. The SI will give the Per Barrier quote for the implementation of the Fast Tag Based Toll collection system
3. 40% of the total bid value shall be paid to the SI on successful Go Live of the application and remaining 60% shall be divided in 12 equal quarterly payments.
4. All payments shall be made subject to adjustment of applicable damages
5. No amount or cost shall be payable for holding discussion, as considered necessary by HP State Electronics Development Corporation Ltd., for any purpose with HP State Electronics Development Corporation Ltd. Officials at Shimla or elsewhere, prior, during or after the conduct of an assignment.

Start of Assignment

1. Successful bidder shall commence takeover of toll barriers w.e.f. the acceptance of LOA date as per Toll barrier roll over policy.
2. The Successful bidder shall have sufficient teams to complete the assignment and submit the deliverables as per scope of work defined in RFP. Non- fulfillment of this requirement or delay in submission of reports would attract penalties.

Contract Period

1. The Contract Period for the Project shall be for Three (03) years from the signing of Contract Agreement and date of successful Go Live of the application.
2. The Contract Period may be extended for a further period of up to 2 years at the sole discretion of Department of State Taxes and Excise. HP.

Force Majeure

1. Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence of a Force Majeure event which is beyond the control of any of the Parties, including, but without limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, pandemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.
2. If a Force Majeure arises, the Successful bidder shall promptly notify HP State Electronics Development Corporation Ltd. in writing of such condition and the cause thereof. Unless otherwise directed by HP State Electronics Development Corporation Ltd., the Successful bidder shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Parties shall be excused from performance of their respective obligations in whole or part as long as such Force Majeure event continues to prevent or delay such performance by the Parties. However, in case such Force Majeure event lasts for a continuous period of 60 days, either Party may terminate the Contract.

Indemnification

1. The Successful Bidder shall indemnify, defend, save and hold harmless, HP State Electronics Development Corporation Ltd. , NHAI and MoRTH and their officers, employees, servants, and agents (hereinafter referred to as the “HP State Electronics Development Corporation Ltd. Indemnified Persons”) against any direct loss, damage, claims, cost and expense of whatever kind and nature (including without limitation, legal fees, claims and expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of or are based upon any order passed by any statutory authority including Courts, tribunals or other judicial/quasi-judicial authorities, on account of breach of the Successful Bidder’s obligations under this Contract or any other related agreement or otherwise, any fraud or negligence attributable to the Successful bidder or its Agents under contract or tort or on any other ground whatsoever, all eventualities of theft, dacoity, robbery, etc., except to the extent that any such suits, proceedings, actions, demands and claims has arisen due to any breach or default of this Contract on the part of HP State Electronics Development Corporation Ltd. Indemnified Persons.
2. The Successful Bidder shall indemnify HP State Electronics Development Corporation Ltd. Indemnified Persons from all legal obligations in respect of professionals deployed by the Successful Bidder. HP State Electronics Development Corporation Ltd. Indemnified Persons shall also stand absolved of any liability on account of death or injury sustained by the Successful Bidder’s workmen, staff/employees during the performance of their work and also for any damages or compensation due to any dispute between the Successful Bidder and its workmen, staff/employees.
3. In addition to the aforesaid, the Successful bidder shall fully indemnify, hold harmless and defend HP State Electronics Development Corporation Ltd. Indemnified Persons from and against any and all direct loss, damage, cost and expense of whatever kind and nature (including, without limitation, legal fees and

other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Successful Bidder or by its Agents in performing the Successful bidder's obligations or in any way incorporated in or related to this Contract. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Successful bidder shall make every reasonable effort, by giving a bond (of the type and value as required) or otherwise, to secure the revocation or suspension of the injunction or restraint order and continue to perform its obligations hereunder. If the Successful bidder is unable to secure such revocation within a reasonable time, it shall, at its own expense, and without impairing the Specifications and Standards, shall rectify such defaults and shall also be liable for damages to HP State Electronics Development Corporation Ltd./ HPE&TD for the corresponding loss during the interim period on this account.

Termination

1. ON EXPIRY OF THE CONTRACT: Subject to the condition mentioned under Clause 5.10, the Agreement shall be deemed to have been automatically terminated on the expiry of the Contract Period unless HP State Electronics Development Corporation Ltd. has exercised its option to further renew the Contract Period in accordance with the provisions, if any, of the Contract.
2. ON ACCOUNT OF FORCE MAJEURE: Either Party shall have the right to terminate the Contract on account of Force Majeure, as set forth in Clause 5.12.
3. ON BREACH OF CONTRACT: HP State Electronics Development Corporation Ltd. may terminate the Contract if the Successful bidder causes a Fundamental Breach of the Contract. Fundamental Breach of Contract includes, but shall not be limited to, the following:
 - a) The Successful bidder fails to carry out any obligation under the Contract.
 - b) The Successful bidder submits the HP State Electronics Development Corporation Ltd. a statement which has a material effect on the rights, obligations, or interests of the HP State Electronics Development Corporation Ltd. and which the Successful Bidder knows to be false.
 - c) The Successful bidder without reasonable excuse fails to commence the work in accordance with relevant clauses.
 - d) Has failed to furnish the required securities or extension thereof in terms of the Contract.
 - e) The Successful bidder stops work and the stoppage has not been authorized by HP State Electronics Development Corporation Ltd.
 - f) The Successful bidder at any time during the term of the Contract becomes insolvent or winds up its business or makes a voluntary assignment of its assets for the benefit of its creditors.
 - g) If the Successful bidder, in the judgment of the Employer, has engaged in the corrupt or fraudulent practice in competing for or in executing the Contract.
 - h) Repeated occurrence of any SLA parameter as mentioned in Section 7 of this RFP.
 - i) Notwithstanding anything stated in this Agreement, in the event that any of the defaults ("Fundamental Breach") specified below shall have occurred, HP State Electronics Development Corporation Ltd. shall provide 30 days' notice period to the Successful Bidder [hereinafter referred to as "Cure Period Notice"].
 - j) If the Successful Bidder fails to cure the default within the Cure Period, the Successful Bidder shall be deemed to be in default of this Agreement, unless the default has occurred solely as due to Force Majeure or for reasons not attributable to the Successful Bidder. The Cure Period under this Clause shall be

calculated from the date of issuance of the notice to the Successful Bidder or when the default comes into the knowledge of the Service Provider, whichever is earlier.

- i. The Successful bidder sub-contracts any assignment under this Agreement without written approval of HP State Electronics Development Corporation Ltd.
- ii. Any other fundamental breaches as specified in the RFP.
- iii. Notwithstanding the above, HP State Electronics Development Corporation Ltd. may terminate the Contract in its sole discretion by giving 30 days prior notice
- iv. without assigning any reason. In the event of such a termination, compensation to the successful bidder shall be calculated based on the Termination Payment clause.

Appropriation of Performance Security

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

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

Limitation of Liability

1. The Successful Bidder's liability under this Contract shall be determined as per Applicable law. The Successful Bidder shall be liable to HP State Electronics Development Corporation Ltd. for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Successful Bidder its affiliates, subsidiaries, stockholders, subcontractors, suppliers, directors, officers, employees, assigns and agents, including loss caused to HP State Electronics Development Corporation Ltd. on account of defect in goods or deficiency in services on the part of Successful Bidder or his agents or any person / persons claiming through or under said Successful Bidder.
2. Notwithstanding anything stated herein above, the liability for SI shall NOT exceed ten times the value of Performance Bank Guarantee amount.

5. Service Level Agreement (Applicable for agreement to be signed between SI and Toll Lessee)

General Terms

- i. The System Integrator shall meet the service levels specified herein and shall be subject to levy of default charge by HP State Electronics Development Corporation Ltd. in case of any deficiency in service levels, at the rates and manner specified herein. These default charges shall be over and above compensation of any loss caused to other participants/ parties, bearing of transactions amount (in part or full) due to any default in service and any penalties/ default charges levied under inter se agreements between participants.
- ii. HP State Electronics Development Corporation Ltd. shall issue notice to System Integrator on report of deviance in service levels as per this Service Level Agreement (SLA) document leading to levy of default charges (T – Date of Intimation).
- iii. System Integrator may provide responses in their clarification along with supporting evidences within T + 5 calendar days. In the event of no response from the SI, the claim will be deemed accepted and the default charges shall be imposed as per SLA.
- iv. HP State Electronics Development Corporation Ltd. shall review the responses/ clarifications from System Integrator and consider the same while working out the default charges. The decision of HP State Electronics Development Corporation Ltd. shall be final in this regard.
- v. The Service Level Agreement (SLA) parameters shall be monitored, and default charges will be computed on monthly basis (except where otherwise specified).
- vi. The following exemptions shall be allowed in monitoring of service levels for imposition of default charges:
 - a. Any downtime due to scheduled/ planned maintenance activities (not exceeding one instance of maximum 8 hours per month) by any party carried out with minimum three working-days advance intimation to HP State Electronics Development Corporation Ltd., Central Clearing house (CCH) and other parties impacted.
 - b. Force majeure events, vandalism, disruption of internet services and any other event beyond reasonable control of the affected party, allowed by HP State Electronics Development Corporation Ltd. The above exemptions shall be allowed only if the party concerned has taken all reasonable actions to avoid/minimize downtime due to the above events.
- vii. The formula for calculation of uptime/ availability shall be as follows: System
Uptime = $[1 - \{A/(B - C)\} * 100]$, where
A = Time for which system is down per month
B = Total time in a month
C = Scheduled downtime (as mentioned in (VI) above)
- viii. System Integrator shall submit system-generated logs/ reports, as specified for various SLA parameters, duly certified by an authorized officer of the bank within 7 days of subsequent month. IHMCL shall also take into consideration the escalations/ evidences

from various project stakeholders such as Concessionaires, Toll Operators, Customers, Central Clearing house (CCH), Issuer Banks, etc. to assess the SLA deviations.

- ix. All technical terms shall be in line with the definition provided in the Interface Control Document (ICD) version 2.4/ 2.5 or as amended from time to time, as applicable.
- x. Calendar day mean any day in a calendar month. Working day shall mean any working day as declared by the RBI.
- xi. The default charges as defined in this document shall be applicable from the date of issuance of this document.
- xii. In case of repetitive defaults from the System (three or more instances of total default charges hitting the monthly cap in a continuous period of 12 months), HP State Electronics Development Corporation Ltd. reserves the right to take appropriate steps as deemed fit, which may include termination of the Agreement and /or debarring the defaulting bank from the NETC Programme.
- xiii. The System Integrator shall submit and maintain a NACH mandate of Rs. 10,00,000 (Rupees ten lakhs) to HP State Electronics Development Corporation Ltd. for recovery of default charges.
- xiv. HP State Electronics Development Corporation Ltd. , in its sole discretion, may review the SLAs on yearly basis and may amend the same in consultation with System Integrator and other participants of NETC. Till such time, any revision is mutually agreed, the existing SLAs will continue to be in force.

The Service Levels and corresponding Default Charges for the System Integrator shall be as under:

Sl. No.	Service Description	Service Level Requirement	Default Charges (In addition to financial liability) payable to HP State Electronics Development Corporation Ltd.	Remarks, if any
1	Processing of Toll Transaction	<p>In case of ICD 2.4 Implementation the System Integrator & Acquirer Bank shall ensure processing of toll transactions within following time limits (transaction reaching Central Clearing house (CCH) switch from the time it is placed by Toll Barrier SI on its SFTP server):</p> <ul style="list-style-type: none"> • 99% transactions within 10 minutes • 100% transactions within 1 hour <p>In case of ICD 2.5 Implementation The System Integrator shall ensure processing of toll transactions within following time limits (transaction reaching Central Clearing house (CCH) switch from the time it is pushed by Toll barrier SI to Acquirer Bank's system):</p> <ul style="list-style-type: none"> • 99% transactions 	Rs. 5,000 per drop of 1% or part thereof from the specified service level requirements	The service level shall be measured based on certified log/ reports provided by the System Integrator to HP State Electronics Development Corporation Ltd.

		<p>within 5 seconds</p> <ul style="list-style-type: none"> • 100% transactions within 1 hour 		
2	Processing of blacklists updates	<p>The System Integrator & Acquirer Bank shall ensure that :</p> <ul style="list-style-type: none"> • SFTP folder of Toll Plaza is updated every 3 minutes (3 minutes will be calculated from the time of Blacklist_Diff file uploaded at SFTP). (ICD 2.4) • Latest status of the Tag is available for SI to pull from Acquiring host within 3 minutes of publishing by Clearinghouse (For ICD2.5)" 	Rs. 5,000 per toll barrier in case the number of instances of delays are more than 10 for a toll barrier in a month.	The service level shall be measured based on log/reports provided by the System Integrator to HP State Electronics Development Corporation Ltd.
3.	Sharing blacklist INIT file	<p>The System Integrator & Acquirer Bank shall ensure that SFTP folder of Toll Plaza is updated once every week- with cutoff of Monday 23:59:59. The File to be shared every Tuesday before 02:00 AM.</p>	Rs. 1,000 per toll barrier per instance of delay in case the number of instances of delays are more than 1 for a toll barrier in a month.	The service level shall be measured based on log/reports provided by the Acquirer Bank to Department of State Taxes and Excise
4	Entry of discount tag in blacklist file	<p>The System Integrator and Acquirer Bank shall ensure that no tag in discount list (Monthly pass, Local Monthly pass and Global Exemption) is included in the blacklist file.</p>	Rs. 2,000 per wrong entry of tag in blacklist file per day.	The penalty will be charged based on the complaints received to HP State Electronics Development Corporation Ltd.
5.	Duplicate Transactions	<p>System Integrator & Acquirer Banks to reject duplicate transactions at Acquirer</p>	Rs. 1,000 in case the number of wrong/fraudulent	The service level shall be measured based on log/

		host.	transactions not filtered out are more than 10 in a month	reports provided by the Acquirer Bank/ NPCI to HP State Electronics Development Corporation Ltd.
6	Sharing of TRC (Transaction Reconciliation) and VRC (Violation Reconciliation) files	The System Integrator & Acquirer Bank shall ensure that the TRC and VRC files are pushed on Toll barrier SFTP server in case of ICD 2.4 implementation or available for pull by Toll barrier SI in case of ICD 2.5 implementation: <ul style="list-style-type: none"> • 99% within 30 minutes of day completion • 100% within 5 hours of day completion 	Rs. 2,000 per toll barrier per instance of delay in case the number of instances of delays are more than 2 for a toll barrier in a month.	The service level shall be measured based on log/ reports provided by the Acquirer Bank to HP State Electronics Development Corporation Ltd.
7.	Sharing of Chargeback details with Toll Operator post receipt in EGCS	The System Integrator & Acquirer Bank shall ensure that Chargeback transaction details with relevant supporting details are pushed on Toll barrier SFTP server in case of ICD 2.4 implementation or available for pull by Toll barrier SI in case of ICD 2.5 implementation within 30 minutes of receiving by Central Clearing house (CCH) from Issuer Bank (on working days).	Rs. 2,000 per instance of delay beyond 2 instances of delays for a toll barrier in a month.	The service level shall be measured based on log/ reports provided by the Acquirer Bank to HP State Electronics Development Corporation Ltd.
8	Settlement of transactions (clean transactions as	System Integrator & Acquirer Bank shall transfer the amount payable for all clean and violation	Rs. 20,000 per instance of delay in transfer of funds to the Toll Operator	The service level shall be measured based on log/ reports provided

	well as violation transactions)	transactions to the Toll Operator's bank account within T+1 day of receiving funds from Central Clearing house (CCH) for each settlement cycle (on working days).	(over and above the interest payable to the Toll Operator for delay in transfer of funds at the rate equal to RBI's Bank Rate + 5%), on daily basis)	by the Acquirer Bank to HP State Electronics Development Corporation Ltd.
9	Adherence to TAT defined in PG/ICD	System Integrator & Acquirer Bank shall ensure that all activities at its end are carried out within the turn-around time (TAT) specified in latest versions of Procedural Guidelines/ICD documents	Rs. 1,000 if no. of instances of delay beyond specified TAT exceeds 10 in a month	This service level shall include all such activities for which separate SLAs have not been specified. The service level shall be measured based on log/reports provided by the Acquirer Bank to HP State Electronics Development Corporation Ltd.
10	Availability of Acquirer host system	The System Integrator & Acquirer Bank shall ensure availability of Acquirer host system to a level of 99.50% or more	Acquirer Host System Availability <ul style="list-style-type: none"> • More than 99.0% up to 99.5% - Rs. 50,000 • More than 98.0% up to 99.0% -Rs. 1 lakh • Less than or equal to 98.0% - Rs. 1.5 lakh + Rs. 1 lakh for each one per cent drop or part thereof beyond 98% 	The service level shall be measured based on log/reports provided by Acquirer Bank to HP State Electronics Development Corporation Ltd.
11	Mapping of Toll Operator's bank account for settlement of funds	System Integrator & Acquirer Bank shall map the bank account details as per instruction by NHAI/IHMCL with effective date as directed by Department/NHAI/IHMCL.	Rs. 50,000 per day of delay in mapping of bank account details. The default charge shall be over and above: <ul style="list-style-type: none"> • the interest payable 	IHMCL/NHAI shall give minimum 2 working days' advance intimation to Acquirer Bank for

			to the Toll Operator for delay in transfer of funds at the rate equal to RBI's Bank Rate + 5%), on daily basis, and • Complete liability of wrong transfer of funds to the old bank account.	mapping of bank account.
12	Toll Barrier Roll-over	The System Integrator & Acquirer Bank shall ensure smooth roll-over of toll barrier in case of change of the Acquirer Bank	Default charge of Rs. 1 lakh in case any transactions are lost due to issue in roll-over (over and above bearing the loss of toll operator)	The default charge shall be imposed on outgoing or incoming acquirer bank depending upon the responsibility for the loss of transactions.
13.	Filtering out wrong/ fraudulent transactions	The System Integrator & Acquirer Bank shall filter out and reject wrong/ fraudulent transactions such as duplicate transactions, manual transactions etc.	Rs. 10,000 in case the number of wrong/ fraudulent transactions not filtered out are more than 100 in a month	The service level shall be measured based on log/reports provided by the Acquirer Bank/ Central Clearing house (CCH) to Department of State Taxes and Excise.
14	Setting up of FASTag Point of Sale (PoS) at Toll Barrier	System Integrator & Acquirer Bank shall set up at least one dedicated Point of Sale (PoS) for issuance and recharge of FASTag at each Toll Barrier acquired by it. The POS shall be operational between 9 AM to 6 PM on all working days.	Rs. 1,000 per day for each working day on which the Point-of-sale (PoS) is not available/ working at the Toll Barrier.	The service level shall be measured based on log/reports/attendance provided by the Acquirer Bank/ Toll Operator to HP State Electronics Development Corporation Ltd. HP State

				Electronics Development Corporation Ltd. reserved the rights to monitor the attendance of the Point of Sale (POS) representatives through mobile application or any other methods.
15	Complaints by Toll Operators/ Concessionaires to Department/ IHMCL/NHAI	The System Integrator & Acquirer Bank shall ensure zero complaints from Toll Operators/ Concessionaires to Department/ IHMCL/ NHAI	Default charge of Rs. 1 lakh if no. of complaints received from Toll Operators/ Concessionaires are equal to or more than in a month: <ul style="list-style-type: none"> • 5 complaints of Severity level 1 • 3 complaints of Severity level 2 • 1 complaint of Severity level 3 	<ul style="list-style-type: none"> • Severity level 1 complaint means issues causing inconvenience to the Toll Operator/ Concessionaire but not impacting it financially (such as delay in providing reports/MIS etc.) • Severity level 2 complaint means issues impacting toll operator/ concessionaire moderately (such as frequent delay in updating INIT files, blacklist updates etc.) • Severity level 3 complaint means issues impacting toll operator/ concessionaire significantly (such as frequent delays in transfer of funds, delays in resolution of chargeback/violation transactions etc.).

16	Transaction speed	System Integrator & Acquirer Bank should structure the system in such a way that every valid FASTag transaction should process at site within 5 sec Else system has to show message as Tag Invalid	Rs. 1,000 per entry of tag if system takes more than 5 seconds after reading the tag	The service level shall be measured based on log
17	Compliance with decisions/ directions of NETC Steering Committee	The System Integrator & Acquirer Bank shall comply with the decisions/ directions of NETC Steering Committee, within the timelines prescribed in such decisions/ directions.	Default charge between Rs. 50,000 to Rs. 5,00,000 (depending upon the nature of directions, extent of non compliance, etc.) per instance of non-compliance or part-compliance.	
18	Compliance with applicable laws and guidelines/ directions of Govt. authorities	The System Integrator & Acquirer Bank shall comply with all the applicable laws and guidelines/ directions of Govt. authorities (including Reserve Bank of India, Ministry of Electronics and IT) issued from time- to time including but not limited to KYC, cyber security, data security, data privacy etc.	Default charge between Rs. 50,000 to Rs. 5, 00,000 (depending upon the nature and extent of non compliance) per instance of non- compliance or part compliance	
19	Designated Officer to respond to RTIs and public grievances forwarded by Department of State Taxes and Excise	The System Integrator & Acquirer Bank will designate an Officer to respond to RTIs and public grievances forwarded by Department of State Taxes and Excise and dealing with complaints received from consumer courts.	Default charge of Rs. 2,000 per day of delay in designating the Officer.	

20	Timely response to RTIs and public grievances forwarded by Department of State Taxes and Excise	The System Integrator & Acquirer Bank shall submit its response to RTIs and public grievances along with all required information within two working days to Department of State Taxes and Excise.	Default charge of Rs. 5,000 per delayed response per day of delay.	
21	Timely response/ compliance to Department of State Taxes and Excise requests regarding consumer courts matters	The System Integrator & Acquirer Bank shall submit its response/ comply with Department of State Taxes and Excise requests related consumer courts matters, within the time specified by Department of State Taxes and Excise.	Default charge of Rs. 5,000 per day of delay in response/ compliance.	

6. ANNEXURES

6.1. Annexure 1: Bid Covering Letter

(On the letterhead of the Bidder)

To

Managing Director, HP State Electronics Development Corporation Ltd. ,IT
Bhawan Mehli, Shimla-171013

Sub: Selection of System Integrator across all Toll Barriers in Himachal Pradesh. Ref. No. **RFP. No.**
_____ **dated** __-

Dear Sir,

1. I/We, the undersigned, have carefully examined the contents of the document including amendments/ addendums (if any) thereof and undertake to fully comply and abide by the terms and conditions specified therein and hereby submit our Bid. Our Bid is unconditional and unqualified.
2. I/We undertake that, in competing for (and, if the award is made to us), for executing the above contract, we will strictly observe the laws against fraud and corruption in force in India.
3. I/We understand that:
 - a. this Bid/Proposal, if found incomplete in any respect and/ or if found with conditional compliance or not accompanied with the requisite Bid fee and/ or prescribed supporting document shall be summarily rejected.
 - b. if at any time, any averments made or information furnished as part of this Bid is found incorrect, then the Bid will be rejected
 - c. Department of State Taxes and Excise is not bound to accept any/ all Bid (s) it will receive.
4. I/We declare that:
 - a) I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Proposal that you may receive nor to invite the Bidders to submit Proposals for Selection of System Integrator at National Highways Toll barriers, without incurring any liability to the Bidders, in accordance with relevant clause of the RFP Document
 - b) We undertake that in case, due to any change in facts or circumstances during the Bidding Process, we become liable to be disqualified in terms of the provisions of disqualification, we shall intimate Department of State Taxes and Excise of the same immediately.
 - c) We agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, we shall have any claim or right of whatsoever nature if the contract is not awarded to us or our Proposal is not opened.

- d) We undertake that none of the hardware/software/other component being proposed by us infringes on any patent or intellectual property rights as per the applicable laws.
- e) I/We have not been blacklisted or debarred by any government department/agency/PSU for material non-performance or contractual non compliance in the last 3 years as on bid due date
- f) I/We undertake that we shall adhere with the scope of work, technical requirement and Service Level Agreement as set out in this RFP for the toll barriers allocated to us by Department of State Taxes and Excise.

5. I/We declare that our bid is valid for 180 days.

Name

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

6.2. Annexure 2: Brief Information about the Bidder

(On the letterhead of the Bidder)

Sub: Selection of System Integrator across all Toll Barriers in Himachal Pradesh.

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

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

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

Name

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

6.3. Annexure 3: Undertaking

(On the letterhead of the Bidder)

Sub: Selection of System Integrator across all Toll Barriers in Himachal Pradesh.

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

(Signed by an Authorized Officer of the bidder)

Title of Officer

Name of bidder

DATE

6.4. Annexure 4: Anti-Collusion Certificate

(On the letterhead of the Bidder)

To

Managing Director, HP State Electronics Development Corporation Ltd. ,IT
Bhawan Mehli, Shimla-171013

Sub: Selection of System Integrator across all Toll Barriers in Himachal Pradesh. Ref. No. **RFP. No.**
_____ dated __-

Dear Sir,

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

(Signed by an Authorized Officer of the bidder)

Title of Officer

Name of bidder

DATE

6.5. Annexure 5: Self Certification on Experience

(On the letterhead of the Bidder)

Sub: Selection of System Integrator across all Toll Barriers in Himachal Pradesh. Ref. No. **RFP. No.**
_____ **dated** __-

1. Undertaking Details

a. Name of Bidder:

b. Details of Toll barriers where closed loop acquiring services have been provided by the bidder, minimum of 5 toll plaza names required:

Sl. No.	Name of Toll barrier/ Toll Barrier	Go -Live Date	Duration for which Acquiring Services provided (till Bid Due Date)

(Signed by an Authorized Officer of the bidder)

Title of Officer

Name of bidder

DATE

6.6. Annexure 6: Power of Attorney/Letter of Authorization

(On the letterhead of the Bidder)

Sub: Selection of System Integrator across all Toll Barriers in Himachal Pradesh. Ref. No. **RFP. No.**
_____ dated __-

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 HP State Electronics Development Corporation Ltd. , including but not limited to signing and submission of all bids, proposals and other documents and writings, and providing information/ responses to IHMCL, representing us in all matters before HP State Electronics Development Corporation Ltd. , signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with IHMCL in all matters in connection with or relating to or arising out of our proposal for the said assignment and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Signatory or Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE PURSUANT TO THE RESOLUTION DATED OF THE BOARD OF DIRECTORS IN THAT BEHALF CAUSED ITS COMMON SEAL, EXECUTED THIS

POWER OF ATTORNEY ON THIS..... DAY OF, 2024

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

Witnesses: 1.
2.
Notarized
Accepted

.....
(Signature, name, designation and address of the Attorney)

Notes: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be

registered or duly notarized by a notary public.

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

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

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

6.7. Annexure 7: Format for Performance Bank Guarantee

To

Managing Director, HP State Electronics Development Corporation Ltd. ,IT
Bhawan Mehli, Shimla-171013

Selection of System Integrator across all Toll Barriers in Himachal Pradesh.

RFP. No. _____ **dated** _____ -

WHEREAS _____ [Name and address of Agency]
(hereinafter called “the Service Provider”) has decided to apply to HP State Electronics Development Corporation Ltd. for providing services, in pursuance of HP State Electronics Development Corporation Ltd. letter of work award No. _____ dated dd/mm/yyyy for
“**Selection of System Integrator across all Toll Barriers in Himachal Pradesh. Ref. No. RFP. No.**
_____ **dated** _____ ” ” (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
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

Name: Date: Our liability under this Bank Guarantee shall not exceed / The Bank Guarantee shall be valid up to..... 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

Designation:

Telephone Number:

Name of issuing bank branch _____

Address _____

Telephone number _____

E-mail: _____

Name of bank branch at Shimla _____

Address _____

Telephone number _____

E-mail: _____

Name of controlling bank branch _____

Address _____

Telephone number _____

E-mail: _____

* The bank guarantee shall be verified through SFMS package.

6.8. Annexure 8: Format for Bank Guarantee for EMD

B.G. NO.

Dated.....

To

Managing Director, HP State Electronics Development Corporation Ltd. ,IT
Bhawan Mehli, Shimla-171013

1. WHEREAS M/s..... (a company registered under the Companies Act, 2013) and having its registered office at.....) (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns) desires to submit bids for "" against HP State Electronics Development Corporation Ltd. RFP No. _____

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

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

4. NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder for the sum of INR 5 Lacs (Rupees Five Lacs) only, and we undertake to pay you, upon your first written demand and without cavil or argument, and without reference to the Bidder, any sum or sums within the limits of INR 5 Lacs (Rupees Five Lacs) only as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

7. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days after the Bid Due Date. The claim period shall be 60 (sixty) days thereafter or for such

extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

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

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

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

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

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

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

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

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

16. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR 10 lakh (Rupees Ten Lakh). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with relevant paragraph hereof, on or before (indicate date falling 180+60 days after the Bid Due Date).

(Signature of the Authorized Signatory)

(Official Seal)

Name:

Date :

Designation:

Employee Code Number:

Telephone Number:

Name of issuing bank branch _____

Address _____

Telephone number _____

E-mail: _____

Name of bank branch at Shimla _____

Address _____

Telephone number _____

E-mail: _____

Name of controlling bank branch _____

Address _____

Telephone number _____

E-mail: _____

* The bank guarantee shall be verified through SFMS package.

- A/c Holder Name = Managing Director, HP State Electronics Development Corporation Ltd.
- Bank Name = Axis Bank
- A/c No. = 050010200006521
- IFSC = UTIB0000050
- Branch = SDA Complex, Shimla-9, HP

6.9. Annexure 9: Document Checklist for Technical Bids

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

6.10. Annexure 10: Pre-bid Query Format

(To be submitted in Excel Format ONLY)

Name of Bidder: _____

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

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

6.11. Annexure 11: Format for Financial Proposal

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

Name of the Project: Selection of System Integrator across all Toll Barriers in Himachal Pradesh. Ref. No.RFP. No. _____dated _____	
Name of Bidder:	
RFP Publishing Date	
Parameter	Quoted Value (In INR) *
Per Lane cost of implementation of the FASTag software solution.	
In words	

*Excluding GST

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

Notes: Raspberry pi based IoT controllers are not allowed to implement at Toll plaza. If found, HP State Tax & Excise will have all the rights to cancel the tender.

Toll Management software: Android & Cloud based Toll management system, Also as per the requirement Toll management system should be capable of managing the below case:

- If any out-of-station vehicle enters Himachal Pradesh through a toll where the FASTag system is installed and pays the toll charge using FASTag or non-FASTag mode (a QR code-based slip will be given), exits Himachal Pradesh, and then tries to re-enter from any toll, the system should not charge the vehicle again. The system should detect the FASTag vehicle and open the barriers automatically. For non-FASTag vehicles, the QR code will be scanned, and the system will not charge the vehicle again, but the data should be recorded in a different report.
- All Himachal Pradesh state vehicles should be detected by the system, their entry recorded, but they should not be charged.

6.12. Annexure 12: List of Toll Barriers in Himachal Pradesh

The list of Toll Barriers as mentioned in Annexure- 12 is indicative only. Please note the list of the toll barriers are indicative only HP State Electronics Development Corporation Ltd. reserves the right to increase or decrease the toll barriers on its sole discretion.

Phase-1

1. Garamaura in District Bilaspur
2. Parwanoo(Main)
3. Tipra by Pass(Parwanoo) in District Solan
4. Govindghat in District Sirmaur
5. Kandwal in Revenue District Nurpur
6. Mehatpur in District Una

Phase-2

Sr. No	Name of barriers	Name of District
1	Parwanoo Sector-IV	SOLAN
2	Baddi	B.B.N. Baddi
3	Dherowal	B.B.N. Baddi
4	Barotiwala	B.B.N. Baddi
5	Gullarwala	B.B.N. Baddi
6	Dhabota	B.B.N. Baddi
7	Navgaon	B.B.N. Baddi
8	Bagheri at Tikkri	B.B.N. Baddi
9	Gorakhnath Mandir at Gorakhnath Shahpur road	B.B.N. Baddi
10	Bridge (Pul Baddi) at Jhar Majri road Balad Nadi via Suncity	B.B.N. Baddi
11	Khuda- Baksh Chowk Kallu-Zhanda.	B.B.N. Baddi
12	Rampur Jaggi Truck Union Barotiwala Road (Near Truck Union).	B.B.N. Baddi
13	Ratyor	B.B.N. Baddi
14	Kala Amb	SIRMOUR
15	Behral	SIRMOUR
16	Haripur Khol	SIRMOUR
17	Suketi on Suketi-Khajurana Road.	SIRMOUR
18	Near Ruchira Paper Mill on Ruchira Road.	SIRMOUR
19	Meerpur Kotla on Meerpur Kotla- Nahan Road	SIRMOUR

20	Kheri on Kheri Road	SIRMOUR
21	Rampur Ghat on Yamuna river– Paonta Road	SIRMOUR
22	Minus	SIRMOUR
23	Kuddu	SHIMLA
24	Kaulanwala Toba	BILASPUR
25	Gwalthai	BILASPUR
26	Shailaghora on Bassi-Shree Naina Devi Road.	BILASPUR
27	Bhadroya on Bhadroya (Lodhwan) Kandwal Road.	NURPUR (Revenue District)
28	Sansarpur Terrace	NURPUR (Revenue District)
29	Shekupura Chowk Nangal bhoor Road and PathankotMukerian Indora Road.	NURPUR (Revenue District)
30	Oader near Sulyali-Dunehra Road Tehsil Nurpur	NURPUR (Revenue District)
31	Shenehar- Sthana Jagir Road	NURPUR (Revenue District)
32	Dhangupeer.	NURPUR (Revenue District)
33	Ulehrian Chowk.	NURPUR (Revenue District)
34	Nakki Chowk on Jammu-Kangra Road.	NURPUR (Revenue District)
35	Mirthal Road Kathgarh.	NURPUR (Revenue District)
36	Mehatpur	UNA
37	Marwari	UNA
38	M.P.Barrier Pandoga.	UNA
39	Ajouli	UNA
40	Polian	UNA
41	Gondpur Jaichand	UNA
42	Busdehra	UNA
43	Bhatoli	UNA
44	Bathu on Kahnpur Khui-Tahliwal Road via Bathu.	UNA
45	Santokhgarh	UNA
46	Bathri Border Near L-14 Excise Vend Bathri Border.	UNA
47	Singhan on Singhan- Beetan Road	UNA
48	Jaijon-Janani on Jaijon-Janani Road	UNA
49	Tunuhatti	Chamba