

**BANK'S RESPONSE OF PREBID QUERIES TO RFP FOR SELECTION OF VENDORS FOR IMPLEMENTATION AND OPERATION OF NATIONAL ELECTRONIC TOLL COLLECTION (NETC) SOLUTION FOR ACQUIRER
BANK ON OPEX MODEL
(REF No: IDBI-Bank/ITD/PPG/RFP/ 24-25 / 34 : 20-08-2024)**

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| 1 | 10 | 2. Objective | encompassing all present and future related product / instrument lines along with all SLA guidelines issued by the regulators | Is the Bank expectation for a major functional changes will be part of the OPEX cost or will that be considered as a change order with commercials involved? | This includes only Compliances/Business related changes as per the guidelines issued by regulators from time to time. |
| 2 | 13 | 2.17 | The contract will be awarded to the bidder/s after expiry of the contract with existing TSP or in advance as per the discretion of the Bank | What is expected period of awarding to the new bidder? Is there any migration included from existing TSP to new bidder? Migration scope is not mentioned in the RFP. Is Cost of Migration part of the Opex contract or separate from it ? | After Selection of vendor/s, Bank's internal committee will decide the expeted MM-YYYY for awarding the work to new vendor/s. Cost of Migration part of the Opex contract |
| 3 | 13 | 2.19 | L1 and L2 Bidder will be awarded all existing Tolls in the ratio of 60:40 if L2 matches the L1 rate | How many bidders will be shorlisted for the RFP ? Wil the contarct be awarded to both L1 and L2 bidders ? | Bank will shortlist all the qualified bidders. Further, POST ORA, Bank's internal committee will decide whether to go with one or two vendor. |
| 4 | 18 | 4.1 | In this phase, the technically qualified bidders with valid commercial Bid will qualify to participate in an Online Reverse Auction (ORA). The date and time along with the Auction rules would be provided to the shortlisted Bidders separately | is ORA based on the Fee percentage amount? | Yes |
| 5 | 19 | 1.11.2 | Delivery of the Solution should be within 15 Days from the date of acceptance of the Purchase Order | 15 days is short duration to deliver the solution. Again this will be based on the scope i.e Data Migration, number of plazas etc. | Solution Delivery (Readiness)- with in 30 Days, Complete Migration- of existing Tolls- with in 60 Working Days |
| 6 | 20 | 2.2.4 | Should be capable of processing payment transactions to make payment to toll plaza operators for the processed transactions as per NPCI guidelines | System will provide the settlement file for the daily transactions of Toll Plaza. Is the actual payment will be made by the Bank. | This will be purely based on guidelines issued by the regulators. |
| 7 | 21 | 2.2.11 | Should provide support helpdesk to Toll plaza operator by means of toll free numbers | Toll Free number may not required for Toll Plaza operators as there will be only very few operators in the system. | 24*7 support is mandatory. Toll free number may be excluded in this case. |

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| 8 | 21 | 2.3 | The toll plaza server will process the transactions in the specified format and send it to the acquiring host system for toll fare calculation and transaction processing. The communication between toll plaza server and the acquirer host can be either online or offline (preferably online) depending on the network connectivity available at the toll plaza. The processing mostly covering interoperability needs to be carried out depending on availability of connectivity. The specifications and processes defined by NPCI / NHAI / MoRTH / IHMCL / any other state authority and other statutory authority should be adhered to | Assuming that offline communication is nothing but ICD2.4 process. If not, elaborate the offline communication process with toll operators. we will provide solution accordingly. | Yes, ICD 2.5 and upgraded version as specified by regulators from time to time. |
| 9 | 23 | 2.8.1 | The vendor should provide web-based and Mobile app based interface for concessionaires (Toll Plaza operators) / Bank to perform the following operations | Is Mobile APP mandatory for concessionaires? | The interface should be mobile (Android/iOS) compatible. |
| 10 | 24 | 2.9.3 | Periodic audit should be conducted by the vendor by Cert-In empanelled vendors and report should be shared with Bank. | Please confirm the frequency of Audit in an year? Will the bank bear the cost of these audits separately from the Opex contract ? | Once in a year or as per requirement of regulators. |
| 11 | 27 | 2.13.4 | The Service Provider should send the transactions details (SMS & E-Mail) to the merchant (Toll Plaza) for each and every transaction or as decided mutually with Toll plaza operators, bank and the selected vendor. The transaction details should contain Toll Fare Amount and Date & Time etc. It should also provide a consolidated to the merchant (Toll Plaza) with details of all the transactions on at least T+1 day, where "T" denotes the date of transaction at Toll Plaza | System provides the acknowledgement to toll plaza operators for each transaction and also day end recon files will shared to toll operator as per the NPCI guide lines. Is it mandatory to send the SMS / Email for each transaction to TollPlaza? | sending the SMS / Email for each transaction to TollPlaza may be excluded. |
| 12 | 47 | 14 | Setting up of FASTag Point-of- Sale (PoS) at Fee plaza | Point of Sale setup will not be in the acquirer system scope. Please confirm? This might be applicable for Issuer system. | Yes it is required if in case it is mandatory by regulators. |
| 13 | 49 | 21 | Settlement of transactions (rejected transactions) | Transactions will be rejected based on the business rules / guidelines which can not be settled to the TollPlazas | Yes |
| 14 | 50 | 1.12.2 | Technical support should be provided online/offsite on 24x7x365 basis. However, if the problem is not resolved through online/offsite, onsite support should be provided | Onsite Offshore model is expected from the Bidder? What would be the onsite location. | Onsite support is required where there is frequent issue at acquired Toll Plazas. Regulators and or Bank can instruct the vendor for visit. |

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| 15 | 54 | Sectoion 6 | Indemnity provisions is broad | Bidder requests that this clause be open to neogotiation to narrow the scope by specifying that it applies only to direct damages and excludes indirect, consequential, or punitive damages and to limit obligations for IP infringement to third-party claims and require the Purchaser to promptly notify the Vendor of any such claims. | No Change |
| 16 | 54 | Sections 7.1 - 7.4 | 7. INTELLECTUAL PROPERTY RIGHTS & PATENT RIGHTS | Bidder requests that this clause be open to negotiation to clarify that the Purchaser's ownership of Intellectual Property Rights (IPR) should be limited to those specifically developed for the contract, excluding pre-existing IP and general processes used by the Bidder. Additionally, we propose that instead of transferring ownership of certain rights, the Purchaser be granted a perpetual, royalty-free license for their use. We also request flexibility in acquiring necessary approvals and licenses, allowing for licensing arrangements where direct transfer to the Purchaser is not feasible. Furthermore, we seek to limit the indemnity obligations to third-party claims, excluding indirect or consequential damages, with a requirement for prompt notification from the Purchaser in case of any claims. Finally, we propose capping the Bidder's liability for third-party IP claims and request the Purchaser's cooperation in defending such claims. | No Change |
| 17 | 56 | Sections 11.1 - 11.7 | 11. CHANGE ORDERS / ALTERATION / VARIATIONS | Bidder requests that this clause be open to negotiation to ensure a more equitable allocation of risk and responsibility. Specifically, the Bidder seeks clarification that any upward revisions or additions to quantities, specifications, or sizes that exceed the original scope of work or result from changes initiated by the Purchaser should constitute a change order, with corresponding adjustments to the contract price and timeline. Additionally, the Bidder proposes that the determination of whether a particular work constitutes a change order be made collaboratively, rather than being solely at the Purchaser's discretion, to ensure fairness and mutual agreement. | No Change |

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| 18 | 57 | Sections 13.1 - 13.3 | 13. LIQUIDATED DAMAGES | Bidder requests that this clause be open to negotiation to ensure a more equitable and balanced approach to the assessment of Liquidated Damages (LDs). Specifically, the Bidder proposes that the LDs be capped at 2.5% of the Purchase Order (PO) value rather than 5%, reflecting a more reasonable limit on potential financial exposure. Additionally, the Bidder seeks to clarify that LDs should only apply to delays or deficiencies that are directly attributable to the Bidder's actions or inactions, and not for circumstances beyond the Bidder's control, such as force majeure events or delays caused by the Purchaser. Furthermore, the Bidder requests that any penalties and LDs be mutually exclusive, ensuring that LDs are not assessed in addition to other penalties for the same breach. Finally, the Bidder proposes that any deductions for LDs be subject to prior notice and an opportunity to cure the breach before such deductions are made. | No Change |
| 19 | 59 | Section 19.1 | 19. SUCCESSFUL BIDDER OBLIGATION | Bidder requests that this clause be open to negotiation to align it with the proposed adjustments to the other indemnity provisions by clarifying that the obligation to indemnify the Purchaser for accidents or loss of life should be limited to incidents directly caused by the Bidder's proven negligence or willful misconduct and limiting obligations to direct damages and explicitly excluding indirect, consequential, or punitive damages. | No Change |
| 20 | 60 | Section 21 | 21. NO SET-OFF, COUNTER-CLAIMS, CROSS-CLAIMS | Bidder requests that this clause be open to negotiation to make the rights equal for both parties. | No Change |
| 21 | 60 | Sectopm 22 | 22. THE TRI-PARTITE AGREEMENT | Bidder seeks clarification about the circumstances under which a Tri-Partite Agreement would be required and wishes to ensure that any such agreement is subject to mutual negotiation. | No Change |
| 22 | 66 | Section 33.1 | 33. CONFLICT OF INTEREST | Will the Bank allow or a reasonable investigation period before disqualification, during which the Bidder can address and rectify any potential Conflict of Interest? Bidder requests to limit the clause to avoid unnecessary forfeiture of Bid Security and/or Performance Security when the Bidder's actions are unintentional or result from minor, correctable issues. | No Change |

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| 23 | 68 | Section 35.1 | 35. TERMINATION | Bidder requests that this clause be open to negotiation to include termination rights for the bidder under specific circumstances such as material breach by Purchaser, prolonged force majeure or failure of purchaser to make timely payments. | No Change |
| 24 | 68 | Section 35.1.b | 35. TERMINATION | Bidder requests that this clause be open to negotiation to ensure that Bidder is compensated for any work already performed. | No Change |
| 25 | 68 | Section 35.1.c | 35. TERMINATION | Bidder requests that this clause be open to negotiation to ensure that termination for default is base on material breaches not cured within a reasonable period. | No Change |
| 26 | 69 | Section 36.2 | 36. CONSEQUENCE OF TERMINATION | Bidder requests that this clause be open to negotiation to limit the duration of post-termination assistance and to specify compensation for post-termination services | No Change |
| 27 | 69 | Section 36.8 | 36. CONSEQUENCE OF TERMINATION | Bidder requests including a mutual non-disparagement clause to ensure that neither party makes public statements that could unfairly harm the other's reputation. If not, could we discuss a framework for ensuring that any public communication is limited to factual, non-damaging information. | No Change |
| 28 | 70 | Section 42.1 | 42. "NO CLAIM" CERTIFICATE | The Bidder requests clarification that the "No Claim" certificate only pertains to claims directly related to the work or services that have been satisfactorily completed and accepted, and does not waive rights to claims based on subsequent discoveries of defects or breaches not reasonably detectable at the time of certificate issuance. | No Change |
| 29 | 71 | Section 46.1 | 46. LIMITATION OF LIABILITY | Bidder requests clarification that the overall limit of liability be the amount of revenue that would be contractually due for a period of 12 months prior to the event giving rise to the claim. | As per latest SLA issued by the regulators. There will not any extra penalty apart from RFP. Bank reserve the rights to recover the penalty in lieu of operational as well as as reputaional loss if any. |
| 30 | 71 | Section 46.2 | 46. LIMITATION OF LIABILITY | Bidder wishes to clarify that indirect damages are to be excluded. | No Change |

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| 31 | 94 | Annexure -11- Deed of Indemnity | 1) b) ...represented and warranted that they have obtained all permissions, consents, licenses, registrations, confirmations... | Bidder requests that this clause be open to negotiation to qualify the representations and warranties to limit liability to matters within the Vendor's knowledge, e.g. "to the best of their knowledge and belief". | No Change |
| 32 | 95 | Deed of Indemnity (Annexure - 11) | 1. The Obligor shall, at all times hereinafter, save and keep harmless and indemnified Bank... from and against any claim, demand, losses, liabilities or expenses of any nature and kind whatsoever... | Bidder requests that this clause be open to negotiation to add a materiality threshold, e.g. "...from and against any claim, demand, losses, liabilities, or expenses of a material nature and kind whatsoever..." | No Change |
| 33 | 95 | Sections 5 & 6 | Deed of Indemnity (Annexure - 11) | Bidder requests that this clause be open to negotiation to limit the nature of the obligations by including exceptions for force majeure events and gross negligence or willful misconduct by the Bank. | No Change |
| 34 | 96 | Section 10 | Deed of Indemnity (Annexure - 11) | Bidder requests that this clause be open to negotiation to allow the Bank to assign or transfer only with the Vendor's written consent. | No Change |
| 35 | 100 | 19 | The web portal will display all relevant information to the concerned stakeholders. The framework shall support integration with IDBI Bank's existing call center infrastructure. | Can you elaborate what integration required with IDBI Bank's existing call center | Provide the dashboard to bank officers to keep the track of the Business volume . This is not required with the call center. |
| 36 | 102 | 35 | Customer information shared by IDBI Bank for customer identification shall be encrypted by vendor. | As we don't have any customer information at acquirer, please elaborate. This might be applicable for Issuer system. | In any case customers' data should be protected as per regulatory guidelines. |
| 37 | 102 | 41 | The ticketing tool can also be viewed as a stand-alone application but will support single sign on with the same credentials as the concessionaire portal. | Ticketing toll will be available through Concessionaire portal | The servicees should be provided by vendor. |
| 38 | 120 | Section 7 | Annexure 19 - Fall clause | Is there flexibility in the clause to recognize that different clients might have unique contractual arrangements that justify different pricing levels?If in case the contract terms of other contracts (e.g., duration, payment terms, risk allocation) significantly differ from the current one, how will that be considered in determining whether a price adjustment is necessary? Will IDBI will be open to negotiation/removal of this clause during contract awardal? | No Change |
| 39 | Generic | Generic | Generic | What is the current Plaza count (NH/State) : Transaction count/month (NH/State): Transaction Value/month (NH/State): PMF for NH (NPCI to Bank) for the existing plazas: PMF for State (NPCI to Bank) for the existing plazas: | No |

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| 40 | Generic | Generic | Generic | Assured or expected growth for below in Future: (2024-25/25-26/26-27/27-28/28-29) Plaza count (NH/State) : Year wise increase Transaction count/month (NH/State): Year wise increase Transaction Value/month (NH/State): Year wise increase PMF for NH (NPCI to Bank) for the existing plazas: Year wise increase PMF for State (NPCI to Bank) for the existing plazas: Year wise increase | No Change |
| 41 | Generic | Generic | Generic | Will the bidder able to quote more than 20% for the PMF for State Plazas? | No. |
| 42 | 24 | 2.9.2 | Solution must fulfill the criteria all the information security policy, cyber security policy/VAPT and other stipulated security related requirement by regulators from time to time | | No Change |
| 43 | 24 | 2.9.10 | Periodic review of the scope of security certifications (ISO, PCI-DSS etc.) at vendor environment | | PCI-DSS is required if applicable otherwise not. |
| 44 | 33 | 1.5 | The vendor should provide helpdesk or toll free services to toll plaza operator for resolving any issuespertaining to NETC Transaction. The vendor and the toll plaza operator should mutually agree upon a process to handle the service request. It is the responsibility of the vendor to ensure all the transactional conflicts are resolved for the toll plaza operator as per TAT. | | 24*7 support is mandatory. Toll free number may be excluded in this case. |
| 45 | 26 | 2.10.7 | The proposed solution should be able to facilitate other use cases of FASTag such as EV Charging, Parking / Fuel / Fine/ANPR and Challans etc on CUG / Interoperable basis | | rates will be different. |
| 46 | 76 | Annexure -2 | ORA 1- Rate will be applicable to existing on-boarded NH Toll Plazas under NETC Program and all New Toll Plazas (NH & State) which will be on-boarded on or after issuance of PO & completion of migration activity. | | No Change |
| 47 | | | | | |
| 48 | 76 | Annexure -2 | ORA 2 will start with maximum 20 % of revenue sharing with vendor and ORA 2 will be conducted only for the existing tolls other than NH Tolls which are already on-boarded by the Bank and are live for NETC transactions. | | No Change |
| 49 | | | | | |
| 50 | 21 | 2.2.11 | Should provide support helpdesk to Toll Plaza operator by means of toll free numbers. | | 24*7 support is mandatory. Toll free number may be excluded in this case. |

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Place: Navi Mumbai
Date: Sep 10, 2024