



**National Highways & Infrastructure Development Corporation Ltd.**

**(Ministry of Road Transport & Highways)**

**Government of India**

**Expression of Interest**

**for**

**Inviting proposals for e-banking and Payment Gateway solution on  
the INAM-Pro (Platform for Infrastructure & Materials Providers)  
web-portal for both Nationalized & Private Banks**

***June, 2017***

**National Highways & Infrastructure Development Corporation Ltd.  
PTI Building, 3rd Floor, 4, Parliament Street,  
New Delhi-110001**

NHIDCL invites proposals for **e-banking and Payment Gateway solution on the INAM-Pro (Platform for Infrastructure & Materials Providers) web-portal for both Nationalized & Private Banks to develop a payment gateway system and to integrate with service provider.**

**Terms and Conditions**

1. Banks would be short listed subject to fulfilling the eligibility criteria, placed at **Annexure-I**
2. Minimum period of services shall be two years from the date of execution of MoU unless terminated earlier and may be renewed after mutual agreement. The Banking Services continue to be provided and availed till expiry of the MoU. The draft MoU to be signed is given in Annexure-II of this document.
3. Bank shall keep NHIDCL indemnified from any loss due to the dispute arising between the buyer, seller and Bank by providing an indemnity bond as per format given in Annexure-II.
4. Charges and Fees - The Bank shall not charge any payment from the Buyer or Seller for using the payment gateway transaction on behalf of the associated payment gateway aggregator for facilitating payment gateway transactions on this Portal.
5. Bank shall undertake integration of services offered by the Bank with Portal Services offered by NIC for which they hereby agree to commence exchange of information/data for setting up the relevant processes (“Processes”) pertaining to provision of Banking Services between buyer and sellers.
6. The integration will be initiated by Bank with the Portal Developer on the NIC server on their own cost as per their accepted and approved integration kit developed by Bank. The developer of the INAM-Pro portal along with the bank would develop the Payment Gateway on the INAM-Pro portal after sharing the bank account details of the Sellers (in the case Registered Companies) on the NIC server in the agreed format via web service and bank would process account via Electronic Fund Transfer.
7. The integration of Payment Gateway with service provider National Informatics Centre (NIC) a Secure Socket Layer (SSL) shall be required for security purpose. It is standard security technology for establishing an encrypted link between a web server and a browser. The link ensures that all data passed between web server and browser remains private and integral. SS is an industry standard and is used the protection of their online transactions with their customers. This shall be proved by NHIDCL.
8. The Bank as custodian of fund for settlement purpose shall ensure that all transactions are electronically communicated through the Bank from the INAM-Pro portal and enabling the Bank to transfer the funds to the respective Banks.

9. Bank to ensure that, to enable settlement process, necessary office/escrow account to be opened at the Bank end without having any financial liability/involvement of NHIDCL.
10. Confidentiality shall be maintained by the Bank. The information of the transaction shall be shared by the Bank electronically.
11. The shortlisted banks which are fulfilling the eligibility criteria for providing the e-banking solution and integration of payment gateway on the INAM-Pro web portal shall have to sign a Memorandum of Understanding (MoU) with NHIDCL on a Stamp Paper ( of Rs. 100/- minimum value) and Authorized Representative's Power of Attorney duly notarized (Original Copy).
12. The interested banks may submit their proposal physically on or before **20.07.2017( up to 1500 Hrs) at PTI Building, 3<sup>rd</sup> Floor, 4-Transport Bhawan,1 Parliament Street, New Delhi-11001 along with the covering letter and documents in support of proof of eligibility criteria as per Annexure-I.**

(Covering letter on Letter Head)

To,  
The Managing Director,  
National Highways & Infrastructure  
Development Corporation Limited, HQ,  
3<sup>rd</sup> Floor, PTI Building, 4-Parliament Street,  
New Delhi-110001

**Sub:** Integration of e-Banking and Payment Gateway on Web Portal “INAM-Pro” (Infrastructure and Materials Providers) web portal.

Sir,

1. Please refer to the advertisement published by NHIDCL on behalf of MoRT&H in Newspaper and in the web portal ([www.nhidcl.com](http://www.nhidcl.com) & [www.inampro.nic.in](http://www.inampro.nic.in))
2. .... Bank is an RBI approved scheduled commercial Bank under category Nationalized/Private Bank and is interested to provide e-banking and Payment Gateway on the INAM-Pro Web Portal to facilitate both Buyers and Sellers on non-exclusive basis.
3. The documents in support of eligibility criteria are enclosed herewith.

Enclosure: As above.

Yours faithfully

(Company Authorized Representative)  
Company/Bank Stamp

## Eligibility Criteria for Banks for providing Payment Gateway

S.No.	Description	Eligibility Criteria
1	The bank should be a scheduled commercial bank incorporated in India and providing banking services for more than 5 years	Years in Banking Services
2	Net-worth of Bank (Stand Alone Basis)	More than Rs. 10,000/- Crore
3	The Bank should have a minimum experience of 3 years in providing solution for online payments via Payment Gateway and NEFT/RTGS	Experience certificate to be submitted
4	<b>Security Features and standards adopted by the Banks.</b>	
4(a)	Payment Gateway Aggregator/Intermediary proposed to be used by the Bank should be ISO Certified along with PCI DSs Certificate	Should be 100% Compliant
4(b)	Payment Gateway Aggregator/Intermediary proposed to be used by the Bank should be a 'payment systems' operators authorized by The Reserve Bank of India	Should be 100% Compliant
4(c)	The Payment Gateway Aggregator/Intermediary proposed by the bidder should have at least one globally accepted certification for information Security like VeriSign etc.	Should be 100% Compliant
5	<b>Technological Capabilities Requirement</b>	
5(a)	The Bank should be able to facilitate the payment via following modes: Credit Card: Visa/Master/Maestro Debit Card: Visa/Master/Maestro/RuPay Net Banking: Net Banking channel of minimum 20 banks	Should be 100% Compliant
5(b)	The bank should be able to support integration via Web Services or Application Programming Interface (API) base integration	Should be 100% Compliant
6	Charges and Fees	<b>NIL</b>

**MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("MOU")

made at New Delhi, on <Date> day of <Month>, 2017 ("Effective Date")

Between

National Highways & Infrastructure Development Corporation Limited (NHIDCL), a Company incorporated and registered under the provisions of the Companies Act 2013 and having its Registered Office at Room No. 509, Transport Bhawan, Ministry of Road Transport & Highways, 1- Parliament Street, New Delhi -110 001 and its Corporate Office at PTI Building, 3rd Floor, 4-Parliament Street, New Delhi -110001 (hereinafter referred to as "First Party") which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assignees as the FIRST PART;

AND

<Bank Name>, a company incorporated under the Companies Act, 1956 and licensed as a bank within the meaning of the Banking Regulation Act, 1949, having its Registered Office at <Registered Office Address> and its Corporate Office at <Corporate Office Address> (hereinafter referred to as "Second Party" which expression shall, unless repugnant to the context and meaning thereof deem to mean and include its successors and assignees as the SECOND PART.

For the purposes of this MOU, NHIDCL and <Bank Name> are hereinafter collectively referred to as "Parties" and individually as a "Party".

WHEREAS

NHIDCL is a wholly owned Company of the Ministry of Road Transport & Highways, Govt. of India. NHIDCL being a Government entity has developed an online portal through their service provider, National Informatics Centre (hereinafter referred to as "NIC") for the sale and purchase of cement and steel on INAM-Pro portal (hereinafter referred to as "Portal"). The Portal would act as a common platform for Infrastructure Materials Providers such as cement and steel companies and other building materials, contractors and other stakeholders who would interact with for the purposes of buying and selling of materials as are relevant in regard to the services intended to be provided by the Portal.

All the facilities extended by NIC on behalf of NHIDCL, on Portal shall hereinafter collectively be referred to as "Portal Services".

Whereas, the Second party had offered to process and provide e-banking solution on INAM-Pro Portal and the First party accepted the offer in-principle on non-exclusive basis and offered a mandate letter no. <Reference No. and Date for Letter of Commencement> (hereinafter

referred to as "Mandate"), annexed hereto, to develop a system of E- Banking to facilitate buyers to make payments online through the Portal by activation of following payment modes for the buyers (i) Net Banking (ii) Debit/Credit Cards VISA/Master/Maestro and (iii) NEFT/RTGS vide Escrow Account to be opened with Bank.

The Parties do hereby enter into an arrangement, whereby the Bank agrees to offer banking services such as payment gateway for Debit Card- VISA/Master/Maestro, Credit Card- VISA/Master/Maestro, Net Banking, NEFT/RTGS to the Customers. All the services extended by Bank shall hereinafter collectively be referred to as the "Banking Services".

It is categorically stated and agreed by and between the parties hereto that total liability of NHIDCL shall stand excluded under this MoU without any rider thereto, in any even whatsoever as detailed morefully herein after.

**1.** <Bank Name> is an RBI approved scheduled Commercial Bank under category Nationalized / Private Bank and has been issued Letter of commencement vide NHIDCL letter no < Reference No. and Date for Letter of Commencement> to provide e-banking and Payment Gateway on the INAM-Pro Web Portal to facilitate both buyers and sellers on non-exclusive basis. It is herein clarified that all steps to be taken by the Bank shall be the Bank's own decision and on Bank's risk for which the Bank shall solely be liable and responsible.

**2.** The Bank shall undertake integration of services offered by Bank with Portal Services offered by NIC for which they hereby agree to commence exchange of information/data for setting up the relevant processes ("Processes") pertaining to provision of Banking Services between buyers and sellers.

**3.** The Parties herein agree that the basic integration document covering the workflow shall be agreed by both parties.

**4.** Any change in the integration document shall be undertaken only after mutual consent of both Parties and shall be obtained in writing from the authorized signatories or any other designated officer authorized to approve/propose the changes mentioned in the MOU.

**5.** Charges and Fees - The Bank shall not charge any payment from the buyer or seller for using the payment gateway transaction on behalf of the associated payment gateway aggregator for facilitating payment gateway transactions on this Portal.

**6.** It is herein agreed by and between the parties that any information shared between INAM-Pro Web Portal and <Bank Name> shall be confidential and shall be maintained at the highest standard by both parties. It is also hereby stated that any confidential data shall only be shared electronically.

**7.** This MOU shall remain in force for a period of Two years from the date of execution unless terminated earlier in terms of this MOU and, may be renewed on the same terms or

modified terms and conditions as the Parties may mutually agree.

**8.** Notwithstanding the above, the parties hereby agree that unless terminated expressly, the Banking Services as contemplated in this MoU, shall continue to be provided and availed till final expiry in terms of this MOU.

**9.** Any disputes pertaining to the payment gateway transaction shall be settled between bank, Buyer and Seller. NHIDCL shall not be party to such disputes. It is once again reiterated that NHIDCL shall not be a party to any dispute which may arise between Bank and/or buyer and/or seller. However, in the event any administrative issues arise, the same shall be settled at the respective General Manager levels of each organization.

**10.** NHIDCL shall have no responsibility whatsoever towards Seller or Buyer for entering into their financial transactions through the payment gateway offered by this Bank.

**11.** The Bank will provide clear terms & conditions, to which the consumer/user shall have to expressly agree on the payment gateway before proceeding to making payments. It is categorically stated and agreed that before each transaction that shall take place in the INAM-Pro Web Portal, the Bank (2nd Party) is obligated to provide a disclaimer by the way of a check box option whereby the end user has to categorically agree to exclude the liability of NHIDCL under any or all circumstances failing which the transaction shall be declined.

**12.** The Bank shall also provide the consumer/user with an option to pay through multiple banks.

**13.** Notwithstanding any agreement executed by and between the bank and its end user, it is hereby clarified and agreed that any agreement and/ or term and conditions executed by the Bank and its user shall not be in derogation of and/or contrary to the spirit and term of this MoU. In the event anything contrary thereto is stated by the bank, the bank unequivocally agrees to indemnify NHIDCL and pay damages thereto. It is also agreed that any agreement executed and/or agreed to by and between the bank and its end user shall only be on the bank gateway and not NHIDCL portal.

Signed by authorized signatory of NHIDCL

Signed by authorized signatory of Bank

*<Name, Designation and Office Address>*

*<Name, Designation and Office Address>*



## Indemnity

(To be stamped as an agreement with the duty payable in the location where it is executed)

THIS DEED OF INDEMNITY ("Deed") executed at this day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_  
by \_\_\_\_\_

<Bank Name>, a company incorporated under the Companies Act, 1956 and licensed as a bank within the meaning of the Banking Regulation Act, 1949, having its registered office at <Registered Office Address> and its corporate office at <Corporate Office Address> and branch office at <Branch Office Address>, (Hereinafter referred to as "<Bank Name>", which expression shall, unless it is repugnant to the subject or context thereof, includes its successors, nominees and assigns).

in favor of

National Highways and Infrastructure Development Corporation, a company incorporated under the Companies Act 2013 and having its registered office at Room No. 509, Transport Bhavan, 1 Parliament Street, New Delhi-110001 hereinafter referred to as "NHIDCL", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns).

WHEREAS

In consideration of <Bank Name> having, at the request of the NHIDCL, agreed to provide payment gateway services and have executed a Memorandum of Understanding between <Bank Name> and NHIDCL dated <Date>.

<Bank Name> hereby undertakes that it shall make all efforts and take all reasonable endeavours to indemnify and to keep indemnified NHIDCL from any loss due to the dispute arising between the buyer, seller and <Bank Name>".

The disputes arising out of this Indemnity shall be settled as per laws of India and within the jurisdiction of courts of New Delhi only.

Signature Clauses for NHIDCL

Signature Clauses for <Bank Name>