



भारतीय राष्ट्रीय राजमार्ग प्राधिकरण

(सड़क परिवहन और राजमार्ग मंत्रालय)

National Highways Authority of India

(Ministry of Road Transport and Highways)

जी-5 एवं 6, सेक्टर-10, द्वारका, नई दिल्ली-110075

G-5 & 6, Sector-10, Dwarka, New Delhi-110075

दूरभाष / Phone : 91-11-25074100/25074200

फैक्स / Fax : 91-11-25093507 / 25093514

NHA/Policy Guidelines/Consultancy/2024

Policy Circular No. 18.94/2024 dated 24 January, 2024

{Decision taken on E-Office File No. IHMCL/2023-24/Tolling/Transparency/SOP (Comp. No. 236025)}

Subject: Standard Operating Procedure for ensuring Operational Transparency in Tolling Operation especially with respect to cash and overload fee collection.

1. The User Fee Collecting Agencies collecting the User Fee at Public Funded Toll Plazas are under obligation to collect User Fee strictly in accordance with the provision of the Contract Agreement.

2. As per Clause No 23(f) of the Contract Agreement of User Fee Collecting Agencies, the agencies are under obligation to have Operational Transparency in User Fee Collection as defined under Clause No 21 of the Contract Agreement. This includes processing of all the Transactions including cash and exemptions in the Toll Management System only. Any use of parallel/alternate Software, Point-of-Sale (POS) terminal, POS billing Machine etc are strictly prohibited and liable to be penalized under Clause No 20 of the Contract Agreement. However, complaints are received that some of the User Fee Agencies are using POS Machines etc to collect User Fee from non-FASTag vehicles and Overloaded Vehicles. It is pertinent to mention that transactions outside TMS not only affects the Operational Transparency, but also undervalues the APC of the Toll Plazas.

3. In order to further strengthen the Operational Transparency in Tolling Operation, the Executive Committee in its 596th Meeting approved the following changes in the Contract Agreement in order to explicitly mention User Fee Collection from Overload Vehicles and enhanced the penalty in case of breach of the Operational Transparency:

Existing Clause	Amended Clause
21. Operational Transparency The Contractor shall be solely responsible for efficient and transparent working and management of User Fee Collection at all point of time. The Contractor shall ensure the following: (i) All transactions including cash, violations and exemptions/concessions will be processed through ETC system available at fee plaza. Usage of electronic ticketing machine or any such	21. Operational Transparency The Contractor shall be solely responsible for efficient and transparent working and management of User Fee Collection at all point of time. The Contractor shall ensure the following: (i) All transactions including cash, <u>user fees levied on overloaded vehicles</u>, violations and exemptions/concessions will be processed through ETC system available at fee plaza. Usage of

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devices like handheld Point-of-Sale (POS) terminal, POS billing machine etc is strictly prohibited for user fee collection at NH fee plazas. Furthermore, the deployment or usage of any alternate software system for user fee collection at NH fee plaza, except for the TMS through which FASTag transactions are processed, is also strictly prohibited. Any instance of usage of such handheld devices or unauthorized software/system shall be treated as Fraudulent Activity and any User Fee Collection Agency (ies), including Director(s) of such entities or owner, found practicing such fraudulent activities at NH fee plazas will attract penal action as per clause 20 of the contract agreement including debarment from NHAI for a period up to (1) year.

electronic ticketing machine or any such devices like handheld Point-of-Sale (POS) terminal, POS billing machine etc is strictly prohibited for user fee collection at NH fee plazas. Furthermore, the deployment or usage of any alternate software system for user fee collection at NH fee plaza, except for the TMS through which FASTag transactions are processed, is also strictly prohibited. Any instance of usage of such handheld devices or unauthorized software/system shall be treated as Fraudulent Activity and any User Fee Collection Agency (ies), including Director(s) of such entities or owner, found practicing such fraudulent activities at NH fee plazas will attract penal action as per clause 20 of the contract agreement including debarment from NHAI for a period up to (1) year.

20. Penalty for failure to comply any of the obligations specified in Clause 23 of the Contract:

In case of non-compliance of any of the obligations specified in Clause 23(a) to (g), the Authority shall levy penalty @Rs 1.0lakh per default per month except for Clause 23(e) for which the penalty shall be @Rs 10,000/- per default per month, without prejudice to any other rights of the Authority under this Contract. However, in case of non-compliance of obligations specified in Clause 23(h), the Authority shall levy a penalty @ Rs 10,00,000/- per instance or termination of Contract Agreement or both, without prejudice to any other rights of the Authority under this Contract. The date of default will be the date of reporting to the Contractor by the Authority concerned or his authorized representative. In addition to the levy of penalty as above, more than three defaults in a month under this clause may attract termination under clause 35(2) of this Contract.

20. Penalty for failure to comply any of the obligations specified in Clause 23 of the Contract:

In case of non-compliance of any of the obligations specified in Clause 23(a), (b), (c), (d), (e) and (g), the Authority shall levy penalty @Rs 1.0lakh per default per month. For Clause 23(e) the penalty shall be @Rs 10,000/- per default per month, without prejudice to any other rights of the Authority under this Contract.

However, in case of non-compliance of obligations specified in 23(f) and 23(h) the Authority shall levy a penalty @ Rs 10,00,000/- per instance or termination of Contract Agreement or both, without prejudice to any other rights of the Authority under this Contract. The date of default will be the date of reporting to the Contractor by the **Project Director** or any other Authorized Representative of the Authority. In addition to the levy of penalty as above, more than

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Before levy of penalty under this clause, the contractor shall be given a reasonable opportunity to rectify the default. The decision of the Authority concerned or his Authorized representative to levy the penalty under this clause shall be final and binding. The penalty so levied shall be recovered from the performance guarantee which shall be replenished by the Contractor within 10 days from the date of such recovery failing which the Contract is liable to be terminated.

three defaults in a month under this clause may attract termination under clause 35(2) of this Contract. The decision of the **Project Director or any other Authorized Representative of the Authority** to levy the penalty under this clause shall be final and binding. The penalty so levied shall be recovered from the performance guarantee which shall be replenished by the Contractor within 10 days from the date of such recovery failing which the Contract is liable to be terminated.

4. To effectively enforce the above provisions, the following SOP is issued for strict implementation:

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1	The Project Director with help of IHMCL shall ensure through the Toll Expert of IE/AE that the Toll Management Software installed at the Toll Plaza should be able to process all type of transactions including Cash (from non-FASTag / Overload Vehicle), exemptions, concessions etc. Any discrepancy should be immediately brought to the knowledge of IHMCL.	Project Director
2	The Project Directors through PIU Officers and IE/AE shall ensure that all the transactions, including Cash (from non-FASTag and overload vehicles) and exemptions, are processed only through the Toll Management System (TMS) of the Toll Plaza. This is of vital importance as only the transactions processed in the TMS are captured by the Centralized System (TMCC) at the HQ.	Project Director
3	The Project Directors through PIU Officers and AE/IE shall conduct surprise checks atleast once a week (especially in night hours) to ensure that the transactions are processed in Toll Management System. Example of a random check may include identifying the Vehicle Registration Numbers of say 10-20 commercial vehicles from a location close to the Toll Plaza (say 500m) and then checking the transaction of all those vehicles in the TMS at Toll Plaza.	Project Director / AE / IE
4	On the Highway stretches facing overloading, the Project Directors through PIU Officers and AE/IE	Project Director / AE / IE

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	(preferable IT Expert) should regularly check and ensure that the User Fee Collection Agency is processing the Overload Fee through the Toll Management System. The User Fee Collection Agency in no case should use parallel software or POS Machine.	
5	If the Toll Collection Agency is found using parallel software or POS machine during any inspection or visit of NHAI Officials/AE/IE, the concerned Project Direct should levy penalty as per clause 20 of the Contract Agreement. The Penalty amount has been increased to Rs 10 lacs per instance or termination of Contract Agreement or both.	Project Director
6	PIU Officials should regularly monitor the live feed of the Toll Plaza from PTZ/Lane Camera (especially on Cash/Extra Wide Lane) on Desktop/VC Television. The instructions regarding the same have been given vide Policy Circular No 17.5.85/2023 dated 31.07.23. Any deviation should be immediately acted upon.	PIU Officials

5. It is reiterated that the Toll Collecting Agency is mandated to collect the legitimate fee from the road users as per the National Highway Fee (Determination of Rates and Collection) Rules 2008 as amended. However, each and every transaction should be processed only through the Toll Management System of the Toll Plaza.



(Sunil Prakash Bhardwaj)
Chief General Manager (Coord.)

To:

All officers of NHAI HQ/Ros/PIUs/CMUs/Site Offices

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