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No: ADC/TT/HQ/SDMC/2020/D-1436

Dated : 18/04/2020

ADDENDUM-I

NOW: Engagement of a contractor by SDMC (Lead Corporation acting on behalf of all three Municipal Corporations of Delhi) for Toll and Environment Compensation Charges (ECC) collection at border points from specified commercial vehicles entering Delhi.

NIT No. ADC/TT/HQ/SDMC/2020/D-1416 dated 06.04.2020.

Following are the amendment in the RFP document for kind consideration of all prospective bidders:-

S.No.	Existing clause	Amended clause
1	Clause 15.2 - "Force Majeure Event" of RFP document Vol.-III	Force Majeure Events Force Majeure events shall include, without limitation, the following: (a) riots (other than those on account of Contractor's employees); (b) war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power; (c) Any change in law which has a material adverse effect on toll tax collection; (d) Epidemics in Delhi and National Capital Region (NCR) or Country; (e) Transporters Strike; (f) Any restriction/ban on the entry of commercial vehicles into Delhi for any reason whatsoever, if notified by Govt. of India / Govt. of NCT of Delhi / Central Pollution Control Board / Environment Pollution (Prevention & Control) Authority / by Court of Law; (g) damages from aircraft; and (h) Acts of God, such as earthquake, lightening and unprecedented floods.
2.	New condition - Mechanism for relief under Force Majeure Event.	The relief shall be based on the daily information report provided by RFID concessionaire of 13 entry points where RFID system is functional and approx. 85% of commercial vehicles are entering into Delhi through these 13 entry points. After implementation of proposed RFID system at all entry points of Delhi, the relief shall be based on the daily information report of all entry points. High Level Committee shall decide the relief under Force Majeure keeping in view all the aspects / facts provided by the successful bidder, facts provided by the department and daily information report provided by the RFID concessionaire.
3.	"Contract Performance Guarantee" NIT, Clause 6, clause 4.1.2 of RFP document Vol.-I and clause 6.3 of RFP Document vol.-III.	The successful bidder shall be required to deposit performance security equivalent to 10% of the Quoted Amount/Awarded Amount/Negotiated amount for Toll Tax & Rs. 12.00 crore (Rs. Twelve Crore only) for ECC in the form of BG/DD or through RTGS within specified period from the date of issue of Letter of Intent (LOI) as per detailed below:- (a) Rs.13.00 crores (Rs. Thirteen Crores only) already deposited as EMD shall be converted as part of performance Guarantee. However, in case successful bidder paid EMD of Rs. 13 crores through online

payment, the said EMD shall be refunded after receiving full amount of Performance security in the form of BG subject to the condition that there shall be no pending outstanding due on successful bidder on that particular day and in case, there is any outstanding due, then Rs. 13.00 crore shall not be refunded and the same shall be adjusted accordingly, as the case may be.

(b) **Part of performance guarantee** i.e. amount equivalent to 5% of the Quoted Amount / Awarded Amount / Negotiated amount (after deducting Rs.13 crores already deposit by the bidder as EMD which shall be adjusted in the performance security) shall be deposited in the form of DD / BG or **through RTGS within 7 working days from the date of issue of LOI**. In case of BG, validity shall be for 39 months.

(c) **The balance performance guarantee** i.e. amount equivalent to 5% of the Quoted Amount / Awarded Amount / Negotiated amount shall be deposited in the form of DD / BG or **through RTGS within 15 working days from the date of signing of agreement**. In case of BG, validity shall be for 39 months.

(d) Rs. 12.00 crore (Rs. Twelve Crore only) in the form of DD / BG or **through RTGS** for ECC within 7 working days. In case of BG, validity shall be for 39 months.

(e) In addition to performance security, the bidder shall deposit 52 weeks Post Dated Cheques (PDC) of the weekly committed / awarded amount for Toll Tax initially for period of one year and bound to deposit another 52 weeks post dated cheques of the weekly committee amount / awarded amount before one month from the date of start of every next year with incorporating the provision of increase of 5% (five percent) in the existing awarded amount / committed amount after two years.

(f) In case of delay of even one day in weekly remittance of agreed / awarded Toll Tax amount, SDMC shall be authorized simultaneously to en-cash the weekly post dated cheques by depositing the post dated cheques in SDMC bank account. For delay of more than one day, the bidder is liable to pay the interest as specified in the RFP document.

(g) Considering the National Lockdown and current economic scenario, the successful bidder is permitted to deposit 50% of the performance security as specified in clause 6.3 of RFP document Vol.-III within 7 working days from the date of issue of LOI and remaining balance 50% of performance security shall be deposited within 15 days from the date of letter of award in the form of Bank Guarantee / Demand Draft as per the detail mentioned in clause 6.3.

NOTE-

1) The Demand Draft shall be in favour of Commissioner, SDMC.

2) In case selected bidder deposit performance security in cash i.e. in the form of Demand Draft or through RTGS, the SDMC shall not pay any interest incurred during the contract period. However, the successful bidder shall be permitted to replace the cash performance security with the bank guarantee (BG) during the contract period. SDMC after obtaining the bank guarantee from the successful bidder, the amount already received as cash performance security equivalent to the bank guarantee shall be adjusted in the weekly remittance.

Letter of award shall be issued after receipt of performance security.

The Bank Guarantee shall be as per prescribed format by the SDMC from any Nationalized India Bank/State Bank

		<p>of India or its subsidiaries/ IDBI/ICICI/Export Import Bank/Foreign Bank with counter guarantee from any Nationalized Indian Bank or State Bank of India or its subsidiaries/any RBI approved Schedule Commercial Bank having net worth of more than Rs.500 crores from its India Operations will be acceptable.</p> <p>The Performance Security so obtained, in the shape of Bank Guarantee shall be kept valid for 39 months.</p>
4.	New clause - Penalty	<p>The selected bidder is not allowed to discontinue the use of RFID system at any RFID entry points due to any reason whatsoever. The selected bidder shall made alternate arrangement of electricity / internet for smooth functioning of RFID system round the clock without any interruption. Any interruption in RFID system due to negligence of selected bidder shall be penalized and a penalty of Rs. 10.00 lakh per day per lane shall be levied.</p>
5.	Clause D sub-clause 1.1.3 under section-2 of RFP document Vol.-I	<p>Applicant/ bidding firm must have prior relevant experience in toll/ octroi/ entry tax collection of at least Indian Rupees Rupees 212.00 crores (Rupees Two Hundred and Twelve Crores Only), an annual average of best three financial year in past five financial years ending March-2020. A performance certificate or relevant certificates of current/previous client is necessary as a proof of this capability.</p> <p>The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of submission of bid.</p>
6.	New clause	<p>During the suspension of Toll Tax and if, SDMC asked selected bidder to continue the collection of ECC, in such circumstances, the selected bidder shall be entitled to get 5% of weekly remittance amount / agreed amount on pro-rata basis as a compensation to accommodate the expenses incurred in collection of ECC for that period of suspension of toll only (for e.g. In case, the toll collection shall be suspended for 9 days, the weekly remittance / agreed amount shall be converted in per day remittance amount. The compensation shall be $9 \times 1 \text{ days remittance amount} / \text{agreed amount} \times 5/100$).</p> <p>In case of suspension of Toll & ECC, no compensation shall be given to the selected bidder. In such circumstances, the bidder shall be bound to act as per clause 17.2 of RFP document Vol.-III.</p>
7.	Clause 4 of RFP document Vol.-II - Cash Reconciliation Module	<p>a) The collection of Toll & ECC at RFID equipped entry points shall be cash less or in cash with penalty as per the directions of EPCA (any penalty collected on collection of Toll will be retained by the Toll & ECC contractor, however any penalty collected on collection of ECC will be remitted on actual basis to the SDMC).</p> <p>b) The successful bidder shall recharge the RFID Tags online through POS and the amount shall be deposited directly in the SDMC bank account. The amount collected by the successful bidder in cash during recharge of RFID Tag shall also be deposited by the selected bidder in the SDMC account on daily basis.</p> <p>c) On the basis of daily settlement report provided by the RFID concessionaire, the amount deducted from the user account of commercial vehicles while passing through RFID lane on account of Toll Tax shall be directly transferred in the bank account of successful bidder on daily basis from SDMC's bank account. Similarly, the amount deducted from the user account of commercial vehicles while passing through RFID lane on account of ECC shall be directly transferred in the ECC bank account from SDMC's bank account on daily basis.</p>

		<p>d) Weekly remittance of Toll Tax agreed / awarded amount shall be based on the daily reconciliation report.</p> <p>e) The Cash module shall track the cash right from start of a shift till end of every shift.</p>
8.	Clause 12.1 (A) - Toll Collection Contract Amount-sub-clause (a)	<p>The toll collection contract amount means the agreed / awarded amount payable by the Contractor to the SDMC for the due performance of the toll & ECC collection stated as the composite tender value in the Proposal and as confirmed in the LOI ("Toll Collection Contract Amount"). The Contractor shall pay the Toll Collection Contract amount to the SDMC by remittance on weekly basis through banks RTGS. The concessionaire shall remit the weekly amount to SDMC latest by 5:00 P.M. MONDAY of every week and if Monday happens to be a Bank holiday, then by next banking working day. This amount is payable in addition to weekly remittance of ECC amount.</p> <p>In case of delay of even one day in weekly remittance of agreed / awarded Toll Tax amount, SDMC shall be authorized simultaneously to en-cash the weekly post dated cheques (PDC) by depositing the post dated cheques in SDMC bank account. For delay of more than one day, the bidder is liable to pay the interest as specified in the RFP document.</p> <p>For calculating the weekly amount, the amount quoted for 01 years shall be divided by the number of weeks. The week should be counted from Monday to Sunday. In the case the number of days in the first and last week happens to be less than 7 days, then the concessionaire should deposit the amount proportionately.</p>

The above amendments shall supersede the earlier provisions mentioned in RFP documents. All intending bidders are requested to take cognizance of the above amendments and submit their bids accordingly.

Sd/-
Assistant Commissioner
(Toll Tax)