

**NATIONAL HIGHWAYS & INFRASTRUCTURE DEVELOPMENT
CORPORATION LIMITED (NHIDCL)
(MINISTRY OF ROAD TRANSPORT & HIGHWAYS)
GOVT. OF INDIA**

**NAME OF PROJECT: COLLECTION OF USER FEE AT TOLL GATE AT KM
7+050 OF NH-37 A FOR KALIABHOMORA BRIDGE NO 10/1 OVER
RIVER BRAHMAPUTRA IN THE STATE OF ASSAM**

**REQUEST FOR PROPOSAL (RFP)
[BID/ FINANCIAL BID & DRAFT CONTRACT AGREEMENT]**

Disclaimer

The information contained in this Request for Proposal document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested bidders with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder 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 Bidder(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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Contractor, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. INTRODUCTION

1.1 Background

1.1.1 The National Highways & Infrastructure Development Corporation Ltd.(NHIDCL) (the “**Authority**”) is engaged in development, maintenance and management of National Highways and as part of this endeavor, the Authority has decided to collect the User Fee through an agency (the “**Contractor**”) in respect of the section at Kaliabhomora bridge no 10/1 over river Brahmaputra KM 7+050 of NH-37 A in the state of Assam and has decided to invite the Bids from **the eligible bidders as per eligibility (qualifying) criteria prescribed in this RFP** for selection of the agency to whom the work of User Fee Collection (the “**Project**”) may be awarded. Brief particulars of the Project are as follows:

S. No	Description of the Project	Annual potential collection	Period of Collection
(1)	(2)	(3)	(5)
	Toll Plaza at Kaliabhomora bridge no 10/1 over river Brahmaputra KM 7+050 of NH-37 A in the state of Assam	Rs. 5.11 Cr. (Rupees Five Crore Eleven lakh only)	Contract shall be for a period of 12 Months only.

1.1.2 Collection of User Fee shall be at the location mentioned above only. The Bidders are advised to note this condition before bidding.

1.1.3 The Authority has decided to adopt online bidding. The complete bid document can be viewed/downloaded from the websites **www.nhidcl.com** and **https://eprocure.gov.in**. However, one set of complete bid document in physical form shall be prepared as per Clause 4 of this RFP and shall be submitted to the Authority as per Clause 3.13.

2.1 Eligibility of Bidder:

2.1.1 For determining the eligibility of bidders, following shall apply:

(i) The bidder may be:

- (a) Company registered under the Indian Companies Act, 1956;
- (b) Partnership firm registered under the Indian Partnership Act, 1932;
- (c) Partnership firm registered under the Limited Liability Partnership Act, 2008;

(d) Cooperative Society/Ex-Servicemen Society registered under any Cooperative Societies Act (of any state in India) or under Multi State Cooperative Societies Act, 2002 (of any state in India) or under Mutually Aided Cooperative Societies Act (of any state in India);

(e) Proprietary Firm; or

(f) Individual.

(ii) The bidder can submit an application for qualification, as a single entity or a group of entities (the “**Consortium**”) or both. However at the time of submission of bid or e-quotation, no bidder submitting the bid or e-quotation, individually or as a member of Consortium, as the case may be, can be the member of another Consortium/Bidder. The term bidder used herein would apply to both a single entity and a Consortium. Where the entities have common promoters/Directors, there shall be no conflict of interest (Common shareholding shall not exceed 25%)

(iii) Requirements of Consortium:-

(a)The group of entities forming Consortium will submit a Consortium Agreement providing the details of percentage share of each constitute entity in the Consortium, proposed distribution of responsibilities for performance of the work, commitment of the partners to joint and several liabilities for due performance etc.

(b) The Consortium partners would be limited to three (including the lead partner)

(c)The lead partner must have at least 50% share in the Consortium and should meet 50% Net Worth requirement.

(d)The net worth of each individual entity will be applied to the extent of its share in the consortium for calculation of combined Net Worth of the Consortium.

(e)The application submitted shall include all the information as required under the provision of the RFP for each partner and shall be submitted by lead partner with binding authorization/POA from other partners.

(f) Statutory Auditor (SA) (Chartered Accountant, if SA is not applicable) of Lead member shall also certify the combined Net Worth of Consortium, besides certificates of Net worth of individual entities of Consortium.

(iv) The bidder or any of its constituent partners (s)/director (s) who were

debarred/expelled by Ministry of Road Transport & Highways on the basis of their performance in user fee collection or any other assignment or for any other reason including fraudulent and corrupt practices etc. are not eligible to submit this RFP Application, during their period of debarment.

- (v) The bidder or any of its constituent partner (s)/Director (s), who failed to perform on any contract, as evidenced by imposition of a penalty (other than penalty imposed on account of delays in paying the remittances) or a judicial pronouncement or arbitration award or has been expelled from any work or contract or have had any contract terminated for breach on their part or abandoned any contract work or has been declared bankrupt during last 3 years are not eligible to submit this RFP Application.

2.1.2 Change in composition of the Consortium:

Change in the composition of a Consortium will not be permitted by the Authority during the Qualification Stage.

2.1.3 Financial Eligibility of bidders:

- (a) A bidder shall have the financial capacity as under
- (i) A minimum net worth of Rs. 1,20,00,000/- (Rupees One Crore Twenty Lakhs only) at the close of the preceding financial year (2015-2016)
 - (ii) Positive net cash accruals during any two financial years out of the last three financial years (2013-14, 2014-15, 2015-16).

Note:

- (i) Net cash accruals shall mean profit after tax + depreciation.
 - (ii) Net worth shall mean (Subscribed and paid up Equity + Reserve) Less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities not accounted for)
- (b) For avoidance of doubt, the financial year shall for the purpose of a bidder hereunder, mean the accounting year followed by the bidder in the course of its normal business.
- (c) In case of Partnership firm/Proprietary firm, the net worth of the firm and not of the individual partners shall be considered. In case of individual, the capacity of the individual for the applicable financial year shall be considered on the basis of valuation certificate from registered valuer and certification of the same by Chartered Accountant. In case of Consortium, the net worth of each individual entity will be applied to the extent of its share in the consortium for calculation of

combined net worth of the consortium.

(d) In case a bidder has already been awarded toll plaza (s) for toll collection of user fee by PWD/NHAI/ NHIDCL/Ministry of Road Transport & Highways, his net worth requirement shall be increased by 10% for each toll plaza awarded (in case of toll plaza awarded to consortium, 10% will be multiplied by the percentage share of the member in the consortium). For avoidance of doubt, toll plaza awarded means, toll plaza for which tolling operation is in process or LOA has been issued as on financial bid due date. The work awarded on e-quotation basis or toll plazas other than awarded by PWD/NHAI/ NHIDCL/ Ministry of Road Transport & Highways shall not be considered for this purpose. The Toll Plazas, running on extensions after expiry of original tenures shall not be considered for this purpose.

3. INSTRUCTIONS TO BIDDERS

3.1 General Terms of Bidding.

- 3.1.1 No Bidder shall submit more than one Bid for the project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any other Consortium, as the case may be. In case of violation of this clause, the bid shall be declared non-responsive.
- 3.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect, provided however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 3.1.4 The Bid shall consist of **12 months** Remittance to be quoted by the Bidder payable to the Authority on weekly basis as per terms and conditions of this RFP and provisions of the Contract Agreement.
- 3.1.5 Any condition or qualification or any other stipulation contained in the bid shall render the bid non-responsive.
- 3.1.6 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 3.1.7 The documents indicated in this RFP and all attached documents, provided by the Authority are and shall remain or becomes the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and submission of the Bid in accordance with this RFP. 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. The provisions of this Clause shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.

3.1.8 This RFP is not transferable.

3.1.9 Any award of work/ contract pursuant to this RFP shall be subject to terms of Bidding Documents (RFP & Draft Contract Agreement).

3.1.10 Accessing/ Purchasing of BID documents

- i. Bid Security: Rs. 12,00,000/- **To be paid in the form of Bank Draft issued by any Nationalized or Scheduled Bank of India, drawn in favor of “National Highways and Infrastructure Development Corporation Ltd.” payable at New Delhi.**
- ii. Cost of Bid document: Rs. 10,000/- **Highways and Infrastructure Development Corporation Ltd.” payable at New Delhi.**
- iii. Period of Contract: 12 (Twelve) months.
- iv. The proposals (bids) shall be submitted through Central Public Procurement Portal (CPPP) for which the Bidders are requested to visit the website <https://eprocure.gov.in>. The bid document can be downloaded from the websites **www.nhidcl.com** and **https://eprocure.gov.in**. Corrigendum, if any, would appear on these web sites only, and shall not be published.
- v. The intending tenderer(s) must read the general conditions of the contract carefully. He/ She should only submit his/her bid if eligible and in possession of all the documents required.
- vi. Information and instructions for tenderers posted on website shall form part of the bid document.
- vii. The bid document consisting of scope of work and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <https://eprocure.gov.in> or www.nhidcl.com
- viii. The intending tenderer(s) must have valid class-III Digital Signature Certificate to submit the bid.
- ix. Notwithstanding anything stated above, NHIDCL reserves the right to assess the capabilities and capacity of the tenderer to perform the contract in the overall interest of NHIDCL.
- x. The tenderer(s) is/are required to quote strictly as per the terms and conditions, given in the tender documents and not to stipulate any deviations.
- xi. NHIDCL reserves the right to reject any or all tenders or cancel/withdraw the invitation for bids without assigning any reason whatsoever and in such case no tenderer/intending tenderer shall have any claim arising out of such action.
- xii. Integrity Pact duly signed by the tenderer shall be submitted.
- xiii. List of documents to be scanned and uploaded within the period of bid submission:
 - a. Demand Draft or Banker Cheque of any Scheduled Bank against BID SECURITY as per clause 3.1.10.i. here above.
 - b. Demand Draft or Banker's Cheque of any Scheduled Bank towards cost of BID DOCUMENT as per clause 3.1.10.ii here above.
 - c. Integrity Pact.

- d. Power of Attorney.
- e. Undertaking for not blacklisted.

xiv. The terms 'bid' and 'proposal' shall be treated as synonyms.

Anand Mohan Prasad
General Manager (Tech)
National Highways and Infrastructure
Development Corporation Limited,
3rd Floor, PTI Building,
4, Parliament Street,
New Delhi - 110 001
Phone: 011 - 2346 1629
E-mail: anand.prasad@gov.in

3.2 Assessment of User Fee Revenue and Restriction on Place of Collection of User Fee:

- (i) The Bidder is advised to visit the User Fee Collection section, plaza(s) and/or booth(s), make an assessment of the User Fee Revenue based on its own estimation at its own responsibility and expense and may obtain any other information from its own sources that may be required by the Bidder for preparing the Bid and entering into the Contract for collection of User Fee. The Authority does not guarantee extent of User Fee Revenue during the contract period.
- (ii) The Bidder recognizes the fact that there may be a lateral entry to the section of the National Highway for which User Fee is to be collected. The Successful Bidder shall not be entitled to (a) close and/or (b) demand closure by any authority whatsoever, of any such entry. Thus, the Bidder recognizes that all tollable traffic may not pass through the User Fee Collection booth or plaza.
- (iii) During the contract period, the successful Bidder shall not ask for collection from any other place, for whatever reason. Under all circumstances, User Fee Collection shall be only from the place specifically provided in the RFP.

3.3 Acknowledgement by Applicant

3.3.1 It shall be deemed that by submitting the Application, the Applicant has:

- a. made a complete and careful examination of the RFP;
- b. received all relevant information requested from the Authority;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority relating to any of the matters referred in this RFP; and

d. agreed to be bound by the undertakings provided by it under and in terms hereof.

3.3.2 The Authority 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 the Authority.

3.4 Right to accept or reject any or all Applications/ Bids

3.4.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.4.2 The Authority reserves the right to reject any Application and/ or Bid if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application.

If the Applicant/Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such a disqualification/rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (i) Annul the Bidding Process and invite fresh bids.

3.4.3 The Authority reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

3.5 Cost of Bidding: The bidders shall be responsible for all the costs associated with the preparation of their application and their participation in the bidding process. The Authority will not be responsible or in any way liable for such cost, regardless of the conduct or outcome of the bidding process.

3.6 Non-refundable fee for participating in the bidding process: The bidder shall submit an account payee pay order or DD issued by a scheduled bank for Rs. 10,000/- (Rupees Ten Thousand only)

3.7 Brief Description of Bidding Process:

- 3.7.1 The bid is invited for fee collection on the basis of highest quote offered by the bidder for **12 months i.e. Annual Potential Collection Remittance**. The Annual Remittance quoted shall constitute the sole criteria for evaluation of bids. The work will be awarded to the Bidder quoting the highest Annual Remittance. In this RFP, the term “Highest Bidder” shall mean the Bidder who is offering the highest Annual Remittance.
- 3.7.2 Generally the Highest Bidder shall be the Selected Bidder. The remaining bidders shall be kept in reserve and may, in accordance with the process specified in Clause 5.6.3 & 5.6.4 of this RFP, be invited to match the Bid submitted by the Highest Bidder, in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest Bidder, the Authority may, in its discretion, either invite fresh bids from the remaining bidders or annul the Bidding Process.

3.8 Bid Due Date :

- 3.8.1 Bids shall be submitted before 1500 hours (Standard Time) on the Bid Due Date **i.e. 01.08.2016** at the address provided in Clause 3.13, in the manner and in the form as detailed in this RFP.
- 3.8.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum.

3.9 Bid Validity: Bid shall remain valid for a period of 120 (One hundred and twenty) days from and including the last date of submission of the Bid or for such extended period as is mutually agreed upon.

3.10 Late Bids: Bids received by the Authority after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

3.11 Bid Security: The Bid Security shall be **Rs. 12,00,000/- (Rupees Twelve Lakh only)**.

3.12 Schedule of Bidding Process: The following is the schedule:

Bid Document Publishing Date	:	08.07.2016 (1700 hrs)
Bid Document Download/ Start Date	:	08.07.2016 (1730 hrs)
Last date for submission of Pre-Bid Queries	:	15.07.2016 (1700 hrs)
Pre-Bid meeting	:	19.07.2016 (1730 hrs)
Reply to Pre-Bid Queries	:	22.07.2016 (1730 hrs)
Bid submission End Date (Physical as well as online)	:	01.08.2016 (1700 hrs)
Opening Date of Technical Bid	:	01.08.2016 (1730 hrs)
Opening Date of Financial Bid	:	To be intimated after final evaluation of Technical Bids

3.13 Address for Communication:

Mr. A M Prasad, General Manager (T)

National Highways & Infrastructure Development Corporation Limited (NHIDCL)

3rd Floor, PTI Building, 4-Parliament Street, New Delhi - 110 001

Phone: 011 - 2346 1629

E-mail: anand.prasad@gov.in

Information related to site can be obtained from:-

General Manager (T)

National Highways & Infrastructure Development Corporation Limited (NHIDCL)

3rd Floor, PTI Building, 4-Parliament Street, New Delhi - 110 001

Phone: 011 - 2346 1629

E-mail: anand.prasad@gov.in

Website: <http://www.nhidcl.com>

4 PREPARATION AND SUBMISSION OF APPLICATION

4.1 Language

The Application 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 Applicant with the Application 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 Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.

4.2 Format and signing of Application

4.2.1 The Applicant shall provide all the information sought under this RFP. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and /or conditional Applications shall be liable to rejection. The Applicant shall submit its bid online only. However, 1 (one) original set of the Application (together with originals/copies of documents is required to be submitted in physical form also. In the event of any discrepancy between the online submission and physical submission, the online submission shall prevail.

4.2.2 The Application shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page in blue ink. 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 Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in hard cover.

4.3 Sealing and Marking of Applications

4.3.1 The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 4.3.2. The physical copy of application shall be sealed together with their respective enclosures. The financial bid (As per Appendix IV) shall be submitted online only.

4.3.2 **Each envelope shall contain:**

- (i) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;
- (ii) Power of Attorney for signing the Application as per the format at Appendix-II;
- (iii) if applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;
- (iv) Deleted.
- (v) Account payee pay order or DD issued by a scheduled bank for **Rs. 10,000/- (Rupees Ten Thousand only)** towards cost of the document.
- (vi) Account payee pay order or DD issued by a scheduled bank for **Rs. 12,00,000/- (Rupees Twelve Lakh only)** towards bid security or unconditional Bank Guarantee.
- (vii) The application should be furnished duly signed by the authorized signatory. The details of the bidder shall be given. The certificate (s) from the statutory auditor (SA) of the bidder [or any Chartered accountant (CA) firm in case of bidder not having a statutory auditor] (SA/CA) should be duly enrolled with ICAI) specifying the net worth and cash accruals of the bidders, as the case may be.
- (viii) In case of the individual, valuation certificate of the immovable assets in the name of the individual duly certified by a registered valuer and certification of the same by the Chartered Accountant is required. The immovable assets shall be valued at circle rate. In case circle rates are not available, the rates taken in any registration shall be considered and copy of such registration is to be provided. Copy of the Registration certificate of the valuer shall be also be enclosed. The individual shall also give a declaration that all loan and liabilities have been considered from calculation of the net worth.

Note: [applicable for (vii) & (viii) above]:

- 1) Methodology for calculation of net worth should be mentioned in the certificate issued by statutory auditor/chartered accountant. Further, in case of individual, net worth certificate should be submitted.
- 2) Applicable circle rate (circle rate or equivalent used by various state authorities) should be of the applicable financial year for which net worth has been claimed.

- 3) Circle rate adopted by the valuer along with its date shall be certified by the statutory auditor/Chartered accountant certifying the net worth of the bidder.
- 4) Self certified copy of circle rates as issued by the local authority, which is applicable for the area where the asset claimed is situated should be enclosed along with valuer's report.
- 5) In case of individual, a statement duly certified by statutory auditor/chartered accountant is required to be submitted stating that all the immovable assets claimed as part of net worth are owned by the bidder as on cutoff date of 31st March of the latest financial year for which audited statement are furnished.
- 6) The bidder shall attach copies of the balance sheets and financial statements for preceding 3 (three) years (2013-14, 2014-15, & 2015-16) on the basis of which cash accruals and net worth has been calculated. The financial statement shall:
 - a. reflect the financial situation of the bidder;
 - b. be audited by statutory auditor or CA firm, as applicable.
 - c. be complete, including all notes to the financial statements; and
 - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)
- 7) Certified copy of latest income tax return duly acknowledged by the income tax department.
- 8) Certified copy of the certificate of enrolment of statutory auditor/chartered accountant with ICAI.
- 9) Certified copy of the registration certificate of the valuer.
- 10) *The statement of legal capacity duly signed by the authorized signatory. Power to Attorney duly notarized favouring the authorized representative from all partners in case of partnership firm, Chief Executive/Secretary/Director in case of the company/society, as the case may be, showing the authority delegated to the representative to submit the application for pre-qualification and to submit the bid or e-quotations for individual toll plaza and to sign the contract, in case of their selection. In case of individual/proprietary firm, copy of photo I card (voter I card/driving license/passport/Aadhaar card etc) shall be submitted duly attested by a Gazetted officer in support of his identity and certify the signature.
- 11) A Statement of toll plazas/user fee collection works in hand and bid(s) submitted with the Authority.
- 12) *In case of a cooperative society, an attested copy of bye-laws and registration certificate.

*Please strike out whichever is not applicable.

4.3.3 Each of the envelopes shall be addressed to:

ATTN. OF: Mr. A M Prasad
DESIGNATION: General Manager (T)
ADDRESS: National Highways & Infrastructure
Development Corporation Limited (NHIDCL)
3rd Floor, PTI Building, 4-Parliament Street,
New Delhi - 110 001
Phone: 011 - 2346 1629
E-mail: anand.prasad@gov.in

4.4 Clarifications and Amendments:

4.4.1 Atleast 07 days before the bid due date, the Bidders may seek clarifications and make suggestions for consideration of the Authority (late clarifications/ suggestions shall not be entertained by the Authority). Any queries or suggestions concerning the RFP shall be submitted in writing by fax or e-mail to the officer designated in Clause 4.3.3 above. The communication shall clearly bear the following identification/title:

“RFP for Toll Plaza at Kaliabhomora bridge no 10/1 over river Brahmaputra KM 7+050 of NH-37A in the state of Assam (Bid Due Date 01.08.2016) - Queries/Suggestions”

The Authority shall endeavour to host on the website/ e-portal of NHIDCL, the clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

4.4.2 At any time prior to the Bid Due Date, the Authority 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 an Addendum (Addenda) and the same shall be hosted on e-portal.

4.4.3 Any Addendum issued hereunder shall be binding on the bidders.

4.4.4 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

5. OPENING & EVALUATION OF BIDS

5.1 The Authority shall open the bid in presence of the bidders who chose to be present at the time and place indicated in Clause 3.13 above.

5.2 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on the matters related to the Bids under consideration.

5.3 Tests of Responsiveness

Prior to opening of financial quotes of various bids online, the Authority shall determine whether each Bid is responsive to the requirements of this RFP [Ref. Clause 5.4 below]. The financial quotes (As per appendix IV) of only the technically responsive bids shall be opened by the Authority. Financial Bid to be quoted Online only.

5.4 An Application shall be considered responsive only if:

- (a) It fulfills the eligibility criteria as per clause 2.1 of this RFP.
- (b) It is received as per format at Appendix-I along with annexes and supporting documents.
- (c) It is received by the Application Due Date.
- (d) It is accompanied by an account payee pay order or DD issued by a scheduled bank for **Rs. 10,000/- (Rupees Ten Thousand only)** towards cost of the document.
- (e) It is accompanied by an account payee pay order or DD issued by a scheduled bank for **Rs. 12,00,000/- (Rupees Twelve Lakh only)** towards bid security.
- (f) It is signed, sealed, bound together in hard cover, and marked as stipulated in Clauses 4.2 and 4.3;
- (g) It is accompanied by the Power of Attorney as specified in Clause **4.3.2**;
- (h) It contains all the information and documents (complete in all respects) as requested in this RFP;
- (i) It contains information in formats same as those specified in this RFP;
- (h) It does not contain any condition or qualification; and
- (i) It is not non-responsive in terms hereof.

5.5 Correction of Errors:

Bids determined to be substantially responsive will be checked and corrected by the Authority for any discrepancy as follows:

“Where there is any discrepancy between the amounts in figures and in words, the amount in words shall prevail.”

The amount stated in the Bid shall be adjusted by the Authority in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected and the Bid Security will be forfeited.

5.6 Selection of Bidder:

5.6.1 Subject to the provisions of Clause 3.4, the Bidder who offers the highest Annual Remittance to the Authority, shall be declared as the Selected Bidder (the **“Selected Bidder”**). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

5.6.2 In the event that two or more Bidders quote the same amount of Annual Remittance, (the **“Tie Bidders”**), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

5.6.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the **“first round of bidding”**), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the **“second round of bidding”**). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.

5.6.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 5.6.3, the Authority may, in its discretion, invite fresh Bids (the **“third round of bidding”**) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

5.6.5 After selection, a Letter of Award (the **“LOA”**) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 5

(five) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.

5.6.6 After acknowledgement of the LOA as aforesaid and submission of Performance Security by the Selected Bidder, it shall cause the Contractor to execute the Contract Agreement within the period prescribed in Clause 3.12. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.

6.0 Performance Security

6.1 Within 5 (Five) days from the date of issue of the LOA, the successful Bidder shall furnish to the Authority the Performance Security of amount equal to 28 days of remittance of H1/selected Bidder in the form of Bank Guarantee as per the format prescribed by the Authority from any Nationalized Indian Bank/State Bank 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 Scheduled Commercial Bank having net worth of more than Rs. 500 Cr.(Rupees Five Hundred Crore only) from its Indian Operations, ***valid for a period of 16 (Sixteen) months from the Date of LOA*** for due observance of the terms and conditions contained herein and the performance of its obligations as per the Contract to be entered into for **12 (Twelve) months**. The Bidder is at liberty to submit a crossed account payee demand draft/pay order issued by a Scheduled Bank in India in lieu of the Bank Guarantee

6.2 The Performance Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and as damages payable to the Authority for inter-alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder, or otherwise, under the following circumstances :

(a) if the successful Bidder fails to sign the Contract;

(b) in case the Selected Bidder having signed the Contract Agreement commits any breach thereof.

7.0 Signing of Contract; Taking over of Toll Plaza & Starting of user fee collection:

After submission of the Performance Security, the successful bidder shall be required to sign the contract in the form of contract prescribed herein (**Appendix-V**) within 3 (Three) days from the date of submission of the Performance Security and after signing the contract, the successful bidder shall be required to takeover the toll plaza and start the user fee collection within 2 (Two) days of date of signing the Contract or within the date as may be prescribed by the Authority in LOA. Within 28 days of the date of signing of contract or within such period as provided in the applicable law, whichever is shorter, the successful Bidder shall, if

required, have the same engrossed, have the correct Stamp Duty adjudicated by the Inspector General of Registrations, New Delhi and return the same duly signed and executed to the Authority, as per the terms of Contract, unless exempted by any law for the time in force. Successful Bidder's failure to sign the Contract, take over the toll plaza and start user fee collection within the period stipulated above shall result in forfeiture of the Performance Security.

8.0 Handing over of Toll Plaza/ Booth

The Authority will hand over the Toll Plaza/ Booth to the Contractor in the condition as existing on 7 days prior to Bid Due Date on 'as is where is' basis. The Contractor shall carry out upgradation/provide necessary facilities as required, to discharge his duties.

9.0 User Fee Rates

User Fee Rates applicable and chargeable on different categories of vehicles are given in **Schedule-I** to the Contract.

10.0 Remittance of Agreed Amount

The User Fee shall be collected by the Successful Bidder and the agreed amount [refer Para H of preamble & clause 5 of the contract] shall be remitted to the Authority on weekly basis, latest by Tuesday of every week by way of demand draft/pay order/RTGS, drawn in favour of the Bank of Branch Office, National Highways & Infrastructure Development Corporation Limited, Guwahati payable at **Guwahati** or having account No -**73361010001792** Bank Name- **Syndicate bank**, IFSC Code- **SYNB0007336**.

11.0 Period of Contract for User Fee Collection Rights

The Contract for User Fee Collection rights will normally be for **12 (Twelve)** months. The Authority reserves the right to increase the contract period **up to three more months** in case of any exigency.

12. FRAUD AND CORRUPT PRACTICES

12.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

12.2 Without prejudice to the rights of the Authority under Clause 12.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

12.3 For the purposes of this Clause 12, the following terms shall have the meaning hereinafter respectively assigned to them:

- 12.3.1 (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process);
- (b) “Fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
