

**NATIONAL HIGHWAYS AUTHORITY OF INDIA
(MINISTRY OF ROAD TRANSPORT & HIGHWAYS)
GOVT. OF INDIA**

NAME OF PROJECT: COLLECTION OF USER FEE THROUGH FEE COLLECTING AGENCY ON THE BASIS OF COMPETITIVE BIDDING ON E-TENDER BASIS AT Akshda Fee Plaza at km 108.025 on NH-233 for the section from Km.65.870 to Km.122.270 of two laning of Rudhali to Basti side approach of Ghaghra Bridge of NH-128 (old NH-232), in the state of Uttar Pradesh and upkeep/maintenance of adjacent Toilet blocks including recouping the consumable items.

REQUEST FOR PROPOSAL (RFP)

[BID/ FINANCIAL BID & DRAFT CONTRACT AGREEMENT]

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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 Authority of India (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 Akshda Fee Plaza at km 108.025 on NH-233 for the section from Km.65.870 to Km.122.270 of two laning of Rudhauri to Basti side approach of Ghaghra Bridge of NH-128 (old NH-232), in the state of Uttar Pradesh and upkeep/maintenance of adjacent Toilet blocks including recouping the consumable items and has decided to invite the Financial Bids from the pre-qualified bidders on e-tender basis 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)
	Akshda Fee Plaza at km 108.025 on NH-233 for the section from Km.65.870 to Km.122.270 of two laning of Rudhauri to Basti side approach of Ghaghra Bridge of NH-128 (old NH-232), in the state of Uttar Pradesh and upkeep/maintenance of adjacent Toilet blocks including recouping the consumable items	Rs. 8.20 Crore (Rupees Eight Crore and Twenty Lakh only)	Contract shall be for a period of 1 (One) year or until the fee plaza is handed over to other user fee collection agency (OMT Concessionaire/BOT Concessionaire, etc.) as per directions issued by NHAI, whichever is earlier.

- 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 Annual Potential Collection (the “APC”) has been indicated in Clause 1.1.1 above. The assessment of actual quantum of user fee collection, however, will have to be made by the Bidders.

Category of vehicle	Proportion in %
1. Car, Jeep, Van or Light Motor Vehicle	45
2. Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	02
3. Bus or Truck (Two Axles)	07
4. Three Axle Commercial Vehicles	04
5. Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (Four to six axles)	42
6. Oversized Vehicles (seven or more axles)	00
Total	100

1.1.4 Conditions for submitting the Financial Bid:

(a) The bidders who are in the list of the prequalified bidders hosted on the website of NHAI, as per RFQ dated 01.01.2021 of NHAI, 1 day prior to the bid due date only are eligible for submitting this financial bid in electronic form, subject to fulfillment of other conditions. **The bids received from the bidders not appearing in the list of the prequalified bidders hosted on website of NHAI, 1 day prior to the bid due date, shall be summarily rejected.** As the pre-qualification process is open throughout (no last date), the bidder(s) may get themselves pre-qualified and added in the list by submitting their applications. The Authority will endeavor to examine the applications, announce the result and update the list within 14 days from the date of receipt of the application.

(b) The person/ authorized signatory signing the Financial Bid in electronic form on behalf of the bidder shall be same as the one appearing in the list mentioned at Clause (a) above. In case a different person submits the bid, the bid shall be considered as non-responsive.

(c) The financial bid shall be submitted only on e-portal (e-bid) and no document is required to be submitted in physical form. To participate in the e-bid submission, it is mandatory for the bidders to have user identification number & password (collectively referred to as the “**ID and Password**”) which has to be obtained in the bidder’s own name by registering/enrolling themselves on the NIC e-procurement portal (<http://etenders.gov.in>). The registration on the NIC e-procurement portal is free of cost and there is no tender processing fee. The bidders, who have already obtained such valid user ID and Password for any other project, need not obtain fresh user ID and Password for the purpose of participation in the bidding under this RFP.

1.1.5 Address of E-tender Service Provider of NHAI:

National Informatics Centre (NIC)- E-Mail: support-eproc@nic.in Phone no.: +91-120-4200462, Ph No: +91-120-4001002)

1.1.6 The financial bid and the draft contract are available for view and downloading from the e-tender portal of NHAI (<http://etenders.gov.in>) by the Bidders without any cost. However, the cost of Financial Bid/ RFP @ Rs.10,000/- per Financial Bid submitted by the bidder, during the validity period of the prequalification (30.09.2020), shall be debited by the Authority to the non-refundable fee deposited by the bidders with the Authority at the time of submission of their application for prequalification, in accordance with the procedure defined in the RFQ.

1.1.7 The financial bid can be downloaded from e-tender portal of NHAI <http://etenders.gov.in> from **26.04.2024 to 09.05.2024 (11:00 Hrs.)**, i.e., bid due date. The amendments/ clarifications to the financial bid/ RFP, if any, will be hosted on the NHAI website/e-portal only.

1.1.8 The bidders are advised to upload their bids well in time, to avoid last minute rush on the server or complications in uploading. In case of any problem in submission of the bid, the Bidder may have the assistance of help desk (E-Mail: support-eproc@nic.in; Phone no.: +91-120-4200462, Ph No: +91-120-4001002) or use the help manual available on the above website/e-portal. However, NHAI shall not be responsible for any type of problem(s) encountered by any bidder including non-submission of the bid or failure to submit/ upload the bid and the bidding process shall not be altered, in any case, on this account. NHAI shall not entertain any complaint in this regard.

1.1.9 Online submission of the financial bid after the Bid Due Date and time shall not be permitted. The time being displayed on e-portal of NHAI ("Standard Time") shall be final and binding on the bidder. Financial Bids are required to be submitted by the bidders, only as per the Standard Time and not the time as per their location/country.

1.2 Brief Description of Bidding Process:

1.2.1 The bidding process is as given at Clause 1.2 of RFQ dated 01.01.2021 of NHAI.

1.2.2 The financial bid is invited for fee collection on the basis of highest quote offered by the bidder for Annual Remittance. The Annual Remittance quoted shall constitute the sole criteria for evaluation of bids. Subject to Clause 2.4, 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.

1.2.3 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 3 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.

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

	Event Description	Date
1.	Bid due date	09.05.2024 at 11:00 Hrs.
2.	Opening of bids	10.05.2024 at 11:30 Hrs.
3.	Letter of Award (LOA)	Within 30 days of bid due date
4.	Submission of Performance Security by the successful bidder	Within 7 days from date of LOA
5.	Signing of Contract Agreement	Within 3 days from date of submission of Performance Security.
6.	Taking over of fee plaza and start of user fee collection by the Contractor	Within 2 days of signing of Contract Agreement

1.4 Address for Communication:

General Manager (CO)
National Highways Authority of India
G-5 & 6, Sector-10, Dwarka, New Delhi,
110075 Tel No. 25074100/200 Extn 1526
E mail : _anilkjain@nhai.org
Website:<http://www.nhai.gov.in>

2. INSTRUCTIONS TO BIDDERS

2.1 General Terms of Bidding.

2.1.1 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.

2.1.2 All provisions in RFQ dated 01.01.2021 of NHAI shall apply *mutatis mutandis* to this RFP. 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.

2.1.3 The Bids shall be submitted online in the format prescribed at **Appendix-1**, clearly indicating the bid amount, in both figures and words, in Indian Rupees duly signed in electronic form by the bidder's authorized signatory [Ref. Clause 1.1.4(b)]. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.1.4 The Bid shall consist of Annual 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.

2.1.5 Any condition or qualification or any other stipulation contained in the bid shall render the bid non-responsive.

2.1.6 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.7 The documents including RFQ dated 01.01.2021 of NHAI and 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.

2.1.8 This RFP is not transferable.

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

2.1.10 No bidder shall be entitled to submit bid for the fee collection if the bidder or any of its constituent partner(s)/director(s) is engaged as System Integrator for the same plaza.

2.2 **Eligibility of Bidders:** The net worth of the bidder determined as per Clause-2.1.2 of RFQ dated 01.01.2021 of NHAI shall be more than the net worth of **10 %** of APC given at Clause-1.1.1 above at the close of the preceding Financial Year and the bidder shall have positive net cash accruals during any two Financial Years out of the last three Financial Years. The financial bids submitted by ineligible bidders shall be declared non-responsive.

2.3 Site Visit and Verification of Information:

2.3.1 Bidders are encouraged to submit their respective bids after visiting the section/ fee plaza/ booth and ascertaining for themselves the site conditions, traffic, locations, surroundings, climate, condition/ facilities/ infrastructure including adjacent Toilet blocks available at the fee plaza/ booth including availability of power, applicable laws and regulations and any other matter considered relevant by them.

2.3.2 It shall be deemed that by submitting a Bid, the Bidder has:

- (a) Made a complete and careful examination of the Bidding Documents;
- (b) received all relevant information requested from the Authority;
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.3.1 above;
- (d) satisfied itself about all matters, things and information including matters referred to in Clause 2.3.1 above necessary and required for submitting an informed Bid, carrying out of the user fee collection and performance of all its obligations in accordance with the Bidding Documents;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.3.1 hereinabove shall not be a basis for any claim for compensation, damages, for performance of its obligation, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement by the Contractor; and
- (f) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.3.3 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 things arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding process, including an error or mistake therein or in any information or data given by the Authority.

2.4 Rejection of Bids:

2.4.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any or all Bids and to annul the Bidding Process at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason therefor. 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.

2.4.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability or assigning any reason and to reject any or all bids.

2.5 Clarifications and Amendments:

2.5.1 At least 14 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 1.4 above. The communication shall clearly bear the following identification/title:

“RFP for Akshda Fee Plaza (Bid Due Date 09.05.2024) - Queries/Suggestions”

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

2.5.2 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.

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

2.5.4 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.

2.6 Bid Due Date:

2.6.1 Bids shall be submitted before 1100 hours (Standard Time) on the Bid Due Date at the address provided in Clause 1.4, in the manner and in the form as detailed in this RFP.

2.6.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.5.

2.7 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.

2.8 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.

2.9 Bid Security: The Bid Security shall be an amount equivalent to 1% of APC given in Clause 1.1.1 above or Rs.10,00,000/- whichever is higher and the provisions of Clause 2.4 of RFQ dated 01.01.2021 of the Authority shall be applicable *mutatis mutandis* to this RFP/ Bid.

2.10 Performance Security

2.10.1 Within 7 (Seven) days from the date of issue of the LOA, the successful Bidder shall furnish to the Authority the Performance Security consisting of

(a) a crossed account payee demand draft/pay order, amounting to Rs. _____/- (an amount equal to 15 day's agreed remittance) issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at New Delhi; and Besides crossed A/c. Payee DD/ Pay Order, RTGS transfer of amount into NHAI Account [Canara Bank Current A/c. No.8598201005819; IFSC Code: CNRB0008598] will also be accepted towards 50% Performance Security, prescribed in this Clause, subject to confirmation by the remitting banker about transfer of RTGS amount; and

(b) a 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 Crore (Rupees Five Hundred Crores) from its Indian Operations for Rs.....
_____/- (an amount equal to 15 day's **agreed remittance**), **valid for a period of 14 (Fourteen) 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 1 (one) year. 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.

2.10.2 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.

2.10.3 In case the existing agency becomes H-1 and is awarded the plaza, the existing agency will have an option to deposit the differential performance security (i.e., performance security as per new award (-) performance security already deposited for the existing contract) and submit required amendments in the BG subject to condition that there are no dues/outstanding against the agency as on date of issue of LOA. An undertaking on a non-judicial stamp paper of Rs 100 shall be furnished by the agency in this regard and if the undertaking is found to be wrong/misrepresenting or there is outstanding against the agency as on date of LOA, the agency shall be summarily placed in abeyance from the list of pre-qualified bidders for a period of 6 months.

2.11 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 are number of lateral entries 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 fee paying 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.

2.12 Handing over of Fee Plaza/ Booth: The Authority will hand over the Fee Plaza/ Booth including adjacent Toilet blocks including recouping the consumable items and nearby operating Highway nest mini, if exists, to the Contractor in the condition as existing on 7 days prior to Submission End Date on 'as is where basis' is. The Contractor shall carry out upgradation/provide necessary facilities as required, to discharge his duties.

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

2.14 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 National Highway Authority of India, payable at **PIU- Gorakhpur.**

2.15 Cost of Bidding: The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids:

3.1.1 Opening and evaluation of Bids will be done through online process. The Authority shall open online received bids at 11:30 hrs. on the Bid Due Date, in the presence of Bidders who chose to attend. The Authority will examine and evaluate the Bids in accordance with the provisions set out in this Section-3.

3.1.2. To facilitate evaluation of bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.

3.1.3 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.

3.2 ***Tests of Responsiveness: Prior to opening of financial quotes in various bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP [Ref. Clause 1.1.4(a) & (b); 2.1.1; 2.1.5; 2.1.10; and 2.2]. The financial quotes of the responsive bids shall only be opened by the Authority.***

3.3 Selection of Bidder:

3.3.1 Subject to the provisions of Clause 2.4, the Bidder who offers the highest Annual Remittance offered 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.

3.3.2 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.

3.3.3 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.

3.3.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.3.3, 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.

3.3.5 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 7 (seven) 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.

3.3.6 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 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.

3.4 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.

3.5 Period of Contract for User Fee Collection Rights:

3.5.1 The Contract for User Fee Collection rights including upkeep/maintenance of adjacent Toilet blocks including recouping the consumable will normally be for one year. However, in case of certain stretches going for BOT/OMT/TOT/Four Year Tolling Contractor Projects, the Authority reserves the right to reduce the period of Contract without any compensation and in such cases of early termination of contract, the total amount payable by the Contractor to the Authority will be proportionately modified depending upon the period.

3.5.2 The Authority reserves the right to increase the contract period **upto three more months.**

3.5.3 In case of BOT (Annuity) stretches the initial period of User Fee collection contract shall also be one year with same remittance (except the increase/ decrease in remittance due to revision in user fee rates by the Authority).

3.6 Signing of Contract; Taking over of Fee 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-2**) 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 take over the fee plaza including adjacent Toilet blocks and start the user fee collection and upkeep/maintenance of adjacent Toilet blocks including recouping the consumable items 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 fee plaza and start user fee collection within the period stipulated above shall result in forfeiture of the Performance Security.

4. FRAUD AND CORRUPT PRACTICES

The provisions as per Clause 3 of RFQ dated 01.01.2021 of the Authority shall be applicable *mutatis mutandis* for this RFP/ Bid.

5. MISCELLANEOUS

The provisions as per Clause 4 of RFQ dated 01.01.2021 of the Authority shall be applicable *mutatis mutandis* for this RFP/ Bid.

6. INTEGRITY PACT

The provisions as per Clause 5 of RFQ dated 01.01.2021 of the Authority shall be applicable *mutatis mutandis* for this RFP/ Bid.