

**HYDERABAD GROWTH CORRIDOR LIMITED**

**(A Joint Venture of HMDA & INCAP)**

**GOVT.OF ANDHRA PRADESH**

**COLLECTION OF USER FEE THROUGH USER FEE COLLECTING AGENCY ON THE BASIS OF COMPETITIVE BIDDING FOR NEHRU OUTER RING ROAD STRETCH FROM PEDDA AMBERPET TO PATANCHERU FOR A LENGTH OF 79.462 KM (FOR THE SECTION FROM KM 96+650 TO 153+612 (0+000) AND 0+000 (153+612) TO 22+500 AND LINK ROAD FROM NARSINGI TO GACHIBOWLI (4.9KM) OF NEHRU ORR, HYDERABAD**

**REQUEST FOR PROPOSAL (RFP)**

**BID DOCUMENT & DRAFT CONTRACT**

**January, 2012**

Hyderabad Growth Corridor Limited,

2nd Floor, HMDA Complex,

Tarnaka, Secunderabad, 500 007,

Andhra Pradesh, India.

Tel: +91-40-27002745

Fax: +91-40-27002746

E-mail: [mdhgcl@gmail.com](mailto:mdhgcl@gmail.com), [cgmhgcl@gmail.com](mailto:cgmhgcl@gmail.com)

## TABLE OF CONTENTS

| <b>Sr. No.</b>             | <b>Description</b>  | <b>Page No.</b> |
|----------------------------|---|-----------------|
| <b>SECTION I</b>           | <b>Bid Invitation Notice</b>  | <b>3</b>        |
| <b>SECTION II</b>          | <b>Instruction to Bidders</b>   | <b>6</b>        |
| <b>SECTION III</b>         | <b>Form of Acceptance Letter</b>  | <b>20</b>       |
| <i>APPENDIX-I</i>          | <i>Letter for Bid</i>   | <i>23</i>       |
| <i>APPENDIX-II</i>         | <i>Format for Power of Attorney</i>   | <i>33</i>       |
| <b>SECTION IV</b>          | <b>Form of Contract</b>   | <b>35</b>       |
| <i>SCHEDULE-I &amp; II</i> | <i>Copy of Notification &amp; Copy of<br/>Circular – 56 &amp; 61</i>                  | <i>61</i>       |
| <i>SCHEDULE-III</i>        | <i>Form of Technical Bid</i>  | <i>63</i>       |
| <i>SCHEDULE-IV</i>         | <i>Form of Financial Bid</i>  | <i>67</i>       |
| <i>SCHEDULE-V</i>          | <i>Educational Qualification details of<br/>Manpower to be deployed at Toll Plaza</i> | <i>70</i>       |
| <i>SCHEDULE-VI</i>         | <i>Format for details of Personnel to be<br/>deployed at Toll Plaza</i>               | <i>72</i>       |
| <i>SCHEDULE-VII</i>        | <i>Monthly User Fee Collection Statement</i>  | <i>73</i>       |

**SECTION-I  
INVITATION FOR BID/S**

Bid document issued to \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of Issue Dated: \_\_\_\_\_

Demand Draft For Rs. 20,000/

no:

Bank Details  
\_\_\_\_\_

**Hyderabad Growth Corridor Limited,**

2nd Floor, HMDA Complex,

Tarnaka, Secunderabad, 500 007,

Andhra Pradesh, India.

Tel: +91-40-27002745

Fax: +91-40-27002746

E-mail: [mdhgcl@gmail.com](mailto:mdhgcl@gmail.com), [cgmhgcl@gmail.com](mailto:cgmhgcl@gmail.com)

**BID INVITATION NOTICE**

Collection of USER FEE through User fee collecting agency on the basis of competitive bidding FOR NEHRU OUTER RING ROAD STRETCH FROM PEDDA AMBERPET TO PATANCHERU FOR A **LENGTH OF 79.462 KM FROM KM 96+650 TO 153+612 (0+000) AND 0+000 (153+612) TO 22+500** and link road from Narsingi to Gachibowli (4.9km) Nehru ORR (hereinafter referred to as the said section of the Nehru ORR)

- (i) HYDERABAD GROWTH CORRIDOR LIMITED (**hereinafter referred to as the HGCL represented through its authorized representative**) has been entrusted with the development, maintenance and management of Nehru ORR entrusted or vested in it by the Government of Andhra Pradesh.
- (ii) The HGCL invites bids from eligible Companies/Cooperative Societies/Registered Partnership Firms for collection of USER FEE for the said Section of the Nehru ORR. The bids are invited on behalf of the HYDERABAD GROWTH CORRIDOR LIMITED (HGCL) for collection of User Fee for the said Section of the Nehru ORR:

| S. No | Description  | 18 months potential collection   | Bid Security (Rs. In lacs)                          | Period of Collection   |
|-------|--|--|---|--|
|       | Collection of USER Fee through user fee collecting agency on the basis of competitive bidding for the Nehru ORR stretch from Pedda Amberpet to Patancheru for a length of 79.462Km for the section from Km 96+650 to 153+612 (0+000) and 0+000 (153+612) to 22+500 and link road from Narsingi to Gachibowli (4.9km) on Nehru ORR <b>at following Interchange locations.</b><br><b>1. Pedda Amberpet</b><br><b>2. Bongulur</b><br><b>3. Raviryal</b><br><b>4. Tukkguda</b> | <b><i>Rs.42.23 Crores (Forty two Crores Twenty Three Lakhs only)</i></b> | <b><i>Rs. 85 Lakhs (Eighty Five Lakhs only)</i></b> | “The Contract shall be for a period of <b>18 months</b> (hereinafter referred to as “ <b>Eighteen Months</b> ”) <b>OR</b> till the plaza is handed over to the other collection agency (OMT Concessionaire / BOT Concessionaire etc.) as per directions issued by HGCL, Whichever is earlier?” |

|  |  |  |  |
|--|--|--|--|
| <p>5. Pedda Golconda<br/>6. Shamshabad<br/>7. Rajendranagar<br/>8. APPA<br/>9. Kokapet<br/>10. Edulanagulapally.<br/>11. Patancheru<br/>12. Nanakramguda Toll plaza.</p> |  |  |  |
|--|--|--|--|

- (iii) The collection of User Fee will be from the locations mentioned above.
- (iv) The document containing the instructions to bidders and form of Contract will be available as under:

|  |   |
|--|---|
| <b>Place and period of sale of Bid Documents:</b>        | <p>Hyderabad Growth Corridor Limited,<br/>2<sup>nd</sup> Floor, HMDA Complex, Tarnaka, Secunderabad - 500 007,<br/>Andhra Pradesh, India.<br/>Tel: +91-40-27002745 Fax: +91-40-27002746<br/>E-mail: <a href="mailto:mdhgcl@gmail.com">mdhgcl@gmail.com</a>, <a href="mailto:cgmhgcl@gmail.com">cgmhgcl@gmail.com</a><br/><b>From 31-01-2012 to 21-02-2012</b> during 10.30 hrs to 17.00 hrs on normal working days.</p> |
| <b>Date, Time and Venue of Pre-bid meeting</b>           | <p><b>On 10-02-2012 at 11.00 hrs MD, HGCL &amp; PD, ORR.</b><br/>Hyderabad Growth Corridor Limited,<br/>Conference hall ,HMDA Complex, Tarnaka,<br/>Secunderabad-500 007,<br/>Andhra Pradesh, India.<br/>Tel: +91-40-27002745 Fax: +91-40-27002746<br/>E-mail: <a href="mailto:mdhgcl@gmail.com">mdhgcl@gmail.com</a>, <a href="mailto:cgmhgcl@gmail.com">cgmhgcl@gmail.com</a></p>                                     |
| <b>Last date, time and venue for submission of bids:</b> | <p><b>Upto 15.00 hrs on 25-02-2012</b><br/><b>At Place:</b> Hyderabad Growth Corridor Limited,<br/>2nd Floor, HMDA Complex, Tarnaka,<br/>Secunderabad, 500 007,<br/>Andhra Pradesh, India.<br/>Tel: +91-40-27002745 Fax: +91-40-27002746<br/>E-mail: <a href="mailto:mdhgcl@gmail.com">mdhgcl@gmail.com</a>, <a href="mailto:cgmhgcl@gmail.com">cgmhgcl@gmail.com</a></p>   |
| <b>Date &amp; Time of Opening of Technical bids:</b>     | <p>Hyderabad Growth Corridor Limited, 2nd Floor,<br/>HMDA Complex, Tarnaka, Secunderabad, 500 007,<br/>Andhra Pradesh, India.<br/>Tel: +91-40-27002745 Fax: +91-40-27002746<br/>E-mail: <a href="mailto:mdhgcl@gmail.com">mdhgcl@gmail.com</a>, <a href="mailto:cgmhgcl@gmail.com">cgmhgcl@gmail.com</a> <b>at 15.30 hrs on 25-02-2012.</b></p>   |
| <b>Date &amp; Time of Opening of Financial bids:</b>     | <p>Will be informed separately to the technically successful bidders.</p>   |

- (v) The bid document may be collected by the prospective bidders from the address given above for sale of bid after depositing Rs.20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft drawn on 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. 500.0 crore (Rupees Five Hundred crores) of Indian Operations in favour of **“MANAGING DIRECTOR, HYDERABAD GROWTH CORRIDOR LIMITED”**, payable at HYDERABAD. The bid document can also be downloaded from the HGCL’s website [www.hmda.gov.in](http://www.hmda.gov.in) and cost of Document of Rs.20,000/- (Rupees Twenty Thousand only) may be deposited along with technical bid. The Demand Draft of Rs. 20000/-(Rupees Twenty Thousand only), payable as cost of Document should be of date on or prior to last date of sale of Bid Document.
- (vi) The HGCL will not be responsible for any delay in submission of bids and reserves the right to accept or reject any or all bids without assigning any reason thereof.
- (vii) Address for Communication:

**Chief General Manager (Tech)**

Hyderabad Growth Corridor Limited,  
2<sup>nd</sup> Floor, HMDA Complex, Tarnaka,  
Secunderabad- 500 007,  
Andhra Pradesh, India.

Tel: +91-40-27002745 Fax: +91-40-27002746 E-mail: [mdhgcl@gmail.com](mailto:mdhgcl@gmail.com), [cgmhgcl@gmail.com](mailto:cgmhgcl@gmail.com)

## SECTION-II

### **INSTRUCTIONS TO BIDDERS [ITB]**

Section I to III will form part of i.e. the contract document (section IV of bid document) subsequently to be entered into between the HGCL and the successful bidder. In case of any conflict, instructions mentioned below will be superseded by the terms and conditions set out in the draft Contract enclosed to the Bidding Documents as contained in SECTION IV and subsequently as entered into between the HGCL and the successful bidder.

#### **1. ELIGIBLE BIDDERS:**

i). This invitation to bid is open to the following entities only:

- (a) Companies registered under the Indian Companies Act, 1956.
- (b) Partnership Firms registered under the Indian Partnership Act, 1932.
- (c) Partnership Firms registered under the Limited Liability Partnership Act, 2008.
- (d) Cooperative Societies registered under any Cooperative Societies Act (of any state in India) or under Multi State Cooperative Societies Act, 2002. Ex-servicemen societies registered under Cooperative Societies Act (of any state in India) or under Mutually Aided Cooperative Societies Act (of any state in India)

- The entities / partners (in case of partnership firm) which were removed / debarred by NHAI based on their performance in toll collection or any other assignment are not eligible for bidding.

ii). Qualification criteria for eligible bidders:

A. **Financial Capacity:** The Bidders shall have a minimum Net Worth (the “Financial Capacity”) equal to or in excess of **Rs 9 Crores (Rupees Nine Crores only)**. The Bidders shall have positive net cash accruals during any two years (no negative cash accruals) out of the last three (3) financial years preceding the Bid due date. Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 3(three) years, preceding its latest financial year. In case of partnership firm, the combined technical capability and net worth of those members, who have and shall continue to have an equity share of at

least 26% (twenty six percent) will be considered in proportion to their equity share holding in the partnership firms.

B. Deleted.

C. The Bidders will enclose with its Bid, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:-

- (i) Certificate from its statutory auditors/ C A firm (duly enrolled with ICAI) in the given format specifying the net worth of the Bidders, as at the close of the preceding financial year. For the purposes of this RFP, net worth (the “Net Worth”) shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and accrued liabilities.

(In Rs. crore)

| Bidder<br>Type( <b>clause<br/>1(i) a to d</b> ) | Net Cash Accruals* |          |          | Net Worth |
|---|--------------------|----------|----------|-----------|
|   | 1st Year           | 2nd Year | 3rd Year |           |
|   |                    |          |          |           |

\* Net Cash Accruals shall mean Profit After Tax + Depreciation

- (ii) An affidavit from the bidder, that the bidder is not involved in any litigation with the NHAI or any other Govt., Depts.
- (iii) In case of partnership firm an affidavit from all the partners, that the bidder or any of its partners are not involved in any litigation with the NHAI or any other Govt., Depts.
- (iv) A power of Attorney favouring the Authorised Representative from all the partners in case of Partnership firm, Chief Executive/Secretary/Director in case of the Company/Society, as the case may be, showing the HGCL delegated to the representative to submit the bid or participate in the bidding process and to sign the Contract, in case of their selection.
- (v) Experience certificate in tolling from the concerned department in reference to Clause16(b) and Annex-VI of Appendix-I
- (vi) Experience certificate showing installation of tolling equipment from client in reference to Clause16(b) and Annex-VI of Appendix-I

- (vii) Certified copies of qualification and experience certificates of key personnel's with their CVs.

### **Modification and Withdrawal of Bids**

- a. Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed for submission of the bid.
- b. Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 10, with the outer and inner envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**", as appropriate.
- c. The envelopes for modifications on 'Technical Bid' and 'Financial Bid' shall be submitted in separate sealed envelopes and marked as 'Modifications of Technical Bid' or 'Modifications of Financial Bid', as the case may be.
- d. No bid shall/ can be modified after the deadline for submission of Bids.
- e. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity or as extended shall result in the forfeiture of the Bid security pursuant to Clause 11.
- f. Bidders may only offer enhancement to, or otherwise modify the prices of their Bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

## **2. Right to accept or reject any Bid or all BIDs**

Notwithstanding anything contained in this RFP, the HGCL reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for. The HGCL reserves the right to reject any Bid if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by the HGCL, the supplemental information sought by the HGCL for evaluation of the Bid.
- (c) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the [highest/lowest] Bidder gets disqualified/ rejected, then the HGCL reserves the right to:
  - (i) Consider the remaining Bidders **for evaluation & award of work** or

- (ii) Take any such measure as may be deemed fit in the sole discretion of the HGCL, including annulment of the Bidding Process.
- (d) In case it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, including the concession thereby granted by the HGCL, that one or more of the pre-qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet issued the (letter of acceptance) LOA or entered into of the contract, and if the Bidder has already been issued the LOA or has entered into the contract, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the HGCL to the Bidder, without the HGCL being liable in any manner whatsoever to the Bidder.
- (e) The HGCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Failure of the HGCL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the HGCL there under.

**3. Tests of responsiveness**

- (i) Prior to evaluation of BIDs, the HGCL shall determine whether each Bid is responsive to the requirements of the RFP and Bid shall be considered responsive only if:
  - (a) It is received as per format at Appendix-I.
  - (b) It is received by the Bid Due Date and Time including any extension thereof pursuant to **BID invitation notice.**
  - (c) All pages numbered & signed, sealed, hard bound and marked as stipulated in **Clause 10.** It is accompanied by the Power(s) of Attorney as specified in Appendix –II (Ref. Clause 1 (ii) (C) (iv) of RFP).
  - (d) It contains all the information (complete in all respects) as requested in this RFP;
  - (e) It contains information in formats same as those specified in this RFP;
  - (f) It does not contain any condition or qualification;
  - (g) It is accompanied by Solvency Certificate as per requirement of Schedule –III, FORM OF TECHNICAL BID para 4 (v) and it is not non responsive in terms hereof.

- (ii) The HGCL reserves the right to reject any Bid which is non responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the HGCL in respect of such Bid.

**4. CLARIFICATIONS**

- (i) To facilitate evaluation of BIDs, the HGCL may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the HGCL for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing.
- (ii) If a Bidder does not provide clarifications sought under Sub-Clause (i) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the HGCL may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the HGCL.
- (iii) No additional document will be obtained / accepted from the bidders after opening of the technical proposal.

**5. COST OF BIDDING:**

The bidder shall bear all costs associated with preparation and submission of its bid. The HGCL will in no case be responsible or liable for any such cost, regardless of the conduct or outcome of the bidding process.

**6. ASSESSMENT OF USER FEE REVENUE AND RESTRICTION ON PLACE OF COLLETION OF USER FEE:**

(i) The bidder is advised to visit the proposed location of USER Fee collection Plazas and / or USER Fee collection Booths, 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 Contract for collection of USER Fee. The HGCL does not guarantee extent of USER Fee revenue during the Contract period. The bidder is hereby informed that at present no basic infrastructure is provided by HGCL at the proposed USER Fee collection Plaza and Booth locations. As such the bidder is required to provide minimum infrastructure as needed and include the costs of such provisions also in the operating costs.

(ii) The bidder recognizes the fact that there are number of entries and exits to the section of the Main Carriage Way for which USER Fee is to be collected. The successful bidder will not be entitled to (a) close and / or (b) demand closure by HGCL of any such entries and exits as listed in the Bid notice. Further the ORR is also provided with 2 lane two way service roads on both sides of the MCW. Thus, the bidder recognizes that all tollable traffic may not pass through the USER Fee collection booth or USER Fee plaza and may use the service roads instead **where two directional traffic allowed without any Toll.**

(iii) During the contract period, the successful bidder cannot ask for collection from any other place, for whatever reason. Under all circumstances, USER Fee collection shall be only from the places specifically provided in the Bid Invitation Notice. The bidder specifically recognizes this condition and must bid only if this is acceptable.

**7. USER FEE RATES:**

USER Fee rates applicable and chargeable on different categories of vehicles is given in Schedule I to the Contract.

**8. 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 in advance to the HGCL on monthly basis, on first working day of the particular month by way of demand draft/pay order, drawn in favour of the MD, HGCL, payable at HYDERABAD. Further the Bidder shall also provide advance Cheques for all the months after entering into Agreement before commencing the collection. On receipt of the DD as advance, the Cheque for that month will be returned.

**9. LANGUAGE OF BID:**

All correspondence and documentation related to the bid exchanged between the bidder and the HGCL shall be in English language.

**10. THE BID (TWO ENVELOPE SYSTEM):**

Technical and Financial Bids shall be submitted in original, in separate sealed envelopes, kept in an outer envelope. The Technical and Financial Bid shall be duly sealed, signed and marked with the title of the bid as per following details, along with name/address of the party submitting the bid by the last date & time specified in the bid documents.

(A) **Technical Bid (to be submitted in hard bound form with all pages duly numbered & signed)**

“Technical Bid for Collection of USER Fee through user fee collecting agency on the basis of competitive bidding for the Nehru Orr stretch from Pedda Amberpet to Patancheru for a length of 79.462Km for the section from Km 96+650 to 153+612 (0+000) and 0+000 (153+612) to 22+500 and link road from Narsingi to Gachibowli(4.9km) Nehru ORR at **Pedda Amberpet, Bongulur, Raviryal, Tukuguda, Pedda Golconda, Shamshabad, Rajendranagar, APPA, Kokapet, Edulanagulapally, Patancheru and Nanakramguda Interchanges** for 18 (Eighteen) months (refer to clause 2 ) from ...../...../..... (00.00 hrs) to ...../...../..... (24.00 hrs).

(B) **Financial Bid**

“Financial Bid for Collection of USER Fee through user fee collecting agency on the basis of competitive bidding for the Nehru Orr stretch from Pedda Amberpet to patancheru for a length of 79.462Km for the section from Km 96+650 to 153+612 (0+000) and 0+000 (153+612) to 22+500 and link road from Narsingi to Gachibowli (4.9km) Nehru ORR at **Pedda Amberpet, Bongulur, Raviryal, Tukuguda, Pedda Golconda, Shamshabad, Rajendranagar, APPA, Kokapet, Edulanagulapally, Patancheru and Nanakramguda Interchanges** for 18 (Eighteen) months year from ...../...../..... (00.00 hrs) to ...../...../..... (24.00 hrs).

The details of the bid shall be as follows:

**10.1 ENVELOPE- 1:**

**TECHNICAL BID:**

Technical Bid in the form contained in the Bidding Documents strictly confirming to **Schedule-III** of the RFP.

**10.2 ENVELOPE - 2:**

**FINANCIAL BID:**

Financial bid in the Form contained in the Bidding Document strictly conforming to **Schedule IV** of the RFP.

**11. BID SECURITY:**

- i). The bidder shall furnish, as part of its bid, a bid security amounting to **Rs.85 Lakhs (Rupees Eighty Five Lakhs only)**. The bid security shall be in the form of an account payee pay order / Demand Draft on any Nationalized Indian Bank /State Bank of India or its subsidiaries/IDBI/ICICI/ any RBI approved Scheduled Commercial Bank having net

worth of more than Rs 500 crore (Rupees Five Hundred crores) of Indian Operations drawn in favour of “**MANAGING DIRECTOR, HYDERABAD GROWTH CORRIDOR LIMITED**” payable at **HYDERABAD**.

- ii). The bid security of other two next highest bidders will be returned by the HGCL without any interest only after the highest bidder enters into a Contract and after handing over the USER Fee collection booths/plazas to the highest bidder, or after the period allowed for signing the contract has expired whichever is later. The HGCL shall not pay any interest on any amount deposited by way of bid security by the bidder whether successful or otherwise.
- iii). The bid security shall be forfeited by the HGCL under the following circumstances:
  - (a) If the bidder withdraws its bid during the period of bid validity:  
or
  - (b) If the bidder does not accept the correction of the bid price, pursuant to sub-clause 16 (iii) or
  - (c) In case the successful bidder fails within the specified period to furnish the required performance security.
- iv) The Performance Security shall be forfeited by the HGCL under the following circumstances:
  - (a) if the successful bidder fails to sign the Contract.
  - (b) If the Successful bidder fails to ‘Get the Contract engrossed’ within the stipulated period,
  - (c) In accordance with the provision of the Contract.
- v). The HGCL may at the successful Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in terms of **Clause-11** hereof.

**12. NON-RESPONSIVENESS:**

A bid not accompanied by an acceptable Bid Security or any of the details stipulated vide **Clause 3** shall be treated as non-responsive in terms of the Bidding Document and shall be rejected.

**13. 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.

**14. DEADLINE FOR SUBMISSION OF THE BID:**

1. The completed bids shall be submitted in sealed cover at places i.e. Hyderabad Growth Corridor Limited, 2<sup>nd</sup> Floor, HMDA Complex, Tarnaka, Secunderabad, 500 007, Andhra Pradesh, India as per the date and the time specified in the Bid Invitation Notice. The bids may be submitted at the address given above any time between the date of advertisement for invitation and last date and time specified in the Bid Invitation Notice.
2. Bids will be opened as per the date and time and venue mentioned in the bid invitation notice and in the presence of sole authorised representative of the bidder, who choose to attend. In the event of the specified date of bid submission or pre bid meeting or bid opening being declared a holiday for the HGCL, the bid shall be received / opened on the next official working day at same time. The risk of delay / loss in transmission by post/courier rests with the bidder. No claim in this regard will be entertained.
3. The HGCL may at its discretion, extend the deadline for submission and opening of bids by issuing addendum by way of an advertisement in any of the newspapers or by merely placing an addendum on the website of the HGCL i.e. [www.hmda.gov.in](http://www.hmda.gov.in), only.

**15. PRE-BID MEETING FOR CLARIFICATION OF BIDS:**

Pre bid meetings will be held as per the date, time and venue mentioned in the Bid Invitation Notice and in case of extension of time under **Clause:14 (3)** on such date and time as may be notified in any of the newspapers or through website of the HGCL ([www.hmda.gov.in](http://www.hmda.gov.in)). All clarifications issued/provided during such meeting, will have to be incorporated in the Contract and will have no independent value/meaning, if not incorporated in the Contract. Necessary modification in the document, if any, after pre-bid meet shall be hosted on HGCL website within 7 days of pre-bid meet.

**16. BID EVALUATION:**

Following procedure will be adopted for evaluation of Bids:

**i. OPENING OF TECHNICAL BID:**

(a) Envelope of Technical Bid containing the technical bid shall be opened and the contents shall be crosschecked to establish the responsiveness of the bid as per Clause **3 and 12** above. The bids that meet the criteria for responsiveness shall only be evaluated further for their Technical and Financial Bid. The Technical Evaluation shall be done as per the Criteria provided in Appendix-I (Annex-V). The Bid Security of the technically disqualified bidders would be returned within 90 (ninety) days from the date of opening of technical bid, without any interest.

(b) If any of the Partner Company / firm holding share of more than 26% in the partnership firm having experience in tolling and installation of tolling equipment will be given a weightage of marks in technical qualification. The Weightage will be given as per major Qualifying Criteria given in Appendix-I (Annex-V). The definition of tolling and installation of tolling equipment is given in Appendix-I (Annex-VI).

(c) The bidder will propose a methodology for USER Fee collection considering the manpower which is mandatory to be engaged at the plazas as per **Schedule-V**, the minimum tolling equipment required toll collection system., waiting time of a vehicle at the plaza, internal check system to avoid over charging, grievance redressal system, training programme for the collection staff, presentability of the Plaza, Public utility etc.

(d) *The copy of certificate for qualification and experience of Key Personnel should be attested by the gazetted officer or 1<sup>st</sup> Class magistrate (not from notary). The HGCL reserves the right to verify the authenticity of the certificate at any stage.*

**ii. OPENING OF FINANCIAL BID:**

Envelope of Financial Bid of technically qualified Bidders are proposed to be opened as per the date, time and venue mentioned in the Bid Invitation Notice in the presence of those qualified Bidders or their sole authorized representatives, who elect to be present during the process of said bid opening. Conditional financial bids shall be rejected by the HGCL.

### **iii. CORRECTION OF ERRORS:**

Bids determined to be substantially responsive will be checked by the HGCL for any arithmetical error. Errors will be corrected by the HGCL as follows:

- a) Where there is any discrepancy between the amounts in figures and in words, the amount in words shall prevail and
- b) Where there is discrepancy between the total amount payable for a period and amount to be paid per month, the total amount for that period shall prevail.
- c) The amount stated in the bid will be adjusted by the HGCL 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.

### **17. Financial information for purposes of evaluation**

- (i) *The Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 2 (two) financial years, preceding the year in which the Bid is made.*
- (ii) *In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to the same effect and the statutory auditor/ C A Firm(duly enrolled with ICAI) shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for three years preceding the year for which the Audited Annual Report is not being provided.*
- (iii) *The Bidder must establish a minimum Net Worth of **Rs. 9 Cores (Rupees Nine Crores only)**, as specified in Clause 1,(ii) (A), and provide details as per format at Annex-II of Appendix-I.*

### **18. EVALUATION AND COMPARISON OF FINANCIAL BIDS:**

Evaluation of Financial Bids will be done on the highest quote basis. Any terms and conditions with the quote will make the bid non responsive.

**19. AWARD OF USER FEE COLLECTION RIGHTS:**

The bidder whose quoted bid amount is found highest shall be declared as the successful bidder. However the bidder specifically undertakes that the Contract will be only for **18 (Eighteen) months**.

The successful bidder may be required to furnish such additional information as may be required by the HGCL.

- 20.** Notwithstanding the above, the HGCL reserves the right to accept or reject any bid and to annul the bidding process and reject any or all the Bids, at any time prior to Award of the User Fee Collection Rights, in its sole discretion without assigning any reason and without thereby incurring any liability to the affected bidder(s) or without any obligation to inform the affected bidder(s) the grounds on the basis of which the HGCL has rejected the bid(s).

**21. NOTIFICATION OF AWARD:**

Prior to expiration of the period of bid, the HGCL will notify the successful bidder in writing that its bid has been accepted. “Letter of Acceptance (LOA)” as given in Section-III of Bid Documents shall specify the amounts, which the successful bidder shall pay to the HGCL during the **18 (Eighteen) months** period and the necessary formalities to be completed by the successful bidder before signing the “Form of Contract” as given in Section IV of Bid Documents. Once signed, the Contract will supersede all previous communications, correspondence, minutes etc. and will be the sole repository of the terms and conditions governing the Contract notwithstanding anything to the contrary stated in the bid documents, correspondences and meetings.

**22. PERFORMANCE SECURITY:**

Within ten days from the date of issuance of the “Letter of Acceptance”, the successful bidder shall furnish to the HGCL performance security consisting of

- (a) a crossed account payee demand draft/pay order drawn on 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)

of Indian Operations amounting to Rs. ....../- lakhs (an amount equal to **first one (1) months'** agreed remittance) in favour of MD, "HYDERABAD GROWTH CORRIDOR LIMITED", payable at Hyderabad

- (b) a bank guarantee as per the format prescribed by HGCL 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) of Indian Operations for Rs. ....../- lakhs (an amount equal to **first two (2) months' agreed remittance**), valid for a period of **/24 (Twenty four) months**, for due observance of the terms and conditions contained herein and the performance of its obligation as per the Contract to be entered into for **18 (Eighteen) months**. The bidder is at liberty to submit a crossed account payee demand draft/pay order drawn on 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) of Indian Operations in lieu of the bank guarantee. If the successful bidder desires that the bid security of Rs. --- should be adjusted towards performance security, then the bidder has to remit the balance amount towards Performance Security as stated at (a) above in addition to submission of the bank guarantee as stated at (b) above.

**23. SIGNING OF CONTRACT:**

After furnishing Performance Security to the HGCL and within **15 (Fifteen) days** from the date of receipt of performance security, the successful bidder shall sign the Contract in the form of Contract contained in the bidding documents. **Within one (1) month** of the date of signing the Contract or within such period as provided by the law applicable, whichever is shorter, the successful bidder shall, if required, have the same engrossed as per the terms of Contract in the State where the USER Fee collection lanes are located, unless exempted by any law for the time in force. Successful bidder's failure to sign the Contract within **15 (Fifteen) days** after furnishing the Performance Security shall result in

forfeiture of the Performance Security. All rights, delegations and functions of the successful bidder shall be governed by the terms of draft Contract given under Section IV of Bid Documents and as subsequently entered into.

**24. Amendment to Instruction to Bidder:-**

- (i) The HGCL may, at any time prior to last date of submission of bid, whether at its own initiative or in response to a clarification requested by the Prospective Bidders, modify the bid document by issuing addendum by way of an advertisement in any of the newspapers or by merely placing an addendum on the website of the HGCL i.e. www.hmda.gov.in, only.
- (ii) In order to afford prospective bidder reasonable time to take the Addendum into account for the preparation of bid, the Employer may, at his discretion, extend the deadline for the submission of bids in accordance with Clause 14(3) above.

**25. MISCELLANEOUS**

- (i) *The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the High Court of HYDERABAD shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.*
- (ii) *The HGCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;*
  - (a) *Suspend and / or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;*
  - (b) *Consult with any Bidder in order to receive clarification or further information;*
  - (c) *Retain any information and/ or evidence submitted to the HGCL by, on behalf of, and/ or in relation to any Bidder; and/ or*
  - (d) *Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.*
- (iii) *It shall be deemed that by submitting the Bid, the Bidder agrees and releases the HGCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.*

(To be issued in duplicate, one copy marked as original and the other as duplicate)

**SECTION III**  
**FORM OF LETTER OF ACCEPTANCE (LOA)**

No:

Date:

To,

Sub: Collection of USER Fee through user fee collecting agency on the basis of competitive bidding for the Nehru ORR stretch from Pedda Amberpet to Patancheru for a length of 79.462Km for the section from Km 96+650 to 153+612 (0+000) and 0+000 (153+612) to 22+500 and link road from Narsingi to Gachibowli(4.9km) and link road from Narsingi to Gachibowli(4.9km) Nehru ORR at **Pedda Amberpet, Bongulur, Raviryal, Tukkuguda, Pedda Golconda, Shamshabad, Rajendranagar, APPA, Kokapet, Edulanagulapally, Patancheru and Nanakramguda Interchanges** (hereinafter referred to as the said section of the Nehru ORR).

Ref: Your offer dated \_\_\_\_\_ submitted pursuant to the referred notice

**Dear Sir,**

Your above mentioned offer for engagement as the user fee collecting agency for Collection of USER Fee through user fee collecting agency on the basis of competitive bidding for the Nehru ORR stretch from Pedda Amberpet to Patancheru for a length of 79.462Km for the section from Km 96+650 to 153+612 (0+000) and 0+000 (153+612) to 22+500 and link road from Narsingi to Gachibowli(4.9km) Nehru ORR at **Pedda Amberpet, Bongulur, Raviryal, Tukkuguda, Pedda Golconda, Shamshabad, Rajendranagar, APPA, Kokapet, Edulanagulapally, Patancheru and Nanakramguda Interchanges** (hereinafter referred to as the said section of the Nehru ORR) has been accepted by the Competent Authority of the HGCL on the terms and conditions of Contract forming part of the bid documents submitted by you.

As per “Instruction to the Bidders” and terms contained in the “Form of the Contract”, both being the part of bid documents within 10 (ten) days of date of this letter, you have to submit Performance Security consisting of

- (a) a crossed account payee demand draft/pay order drawn on 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) of Indian Operations amounting to Rs. ..../- lakhs (an amount equal to first one (1) months' agreed remittance) in favour of "Managing Director, HYDERABAD GROWTH CORRIDOR LIMITED", payable at Hyderabad

- (b) a bank guarantee as per the format prescribed by HGCL 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) of Indian Operations for Rs. ..../- lakhs (an amount equal to first two (2) months' agreed remittance), valid for a period of **24 (Twenty Four) months**, for due observance of the terms and conditions contained herein and the performance of its obligation as per the Contract to be entered into for **18 (Eighteen) months**. You are also at liberty to submit a crossed account payee demand draft/pay order drawn on 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) of Indian Operations in lieu of the bank guarantee. The bid security of Rs...../- lakhs (Rupees ..... only) can be adjusted towards performance security on your request in writing in this behalf.

The bid security shall be forfeited by the HGCL, in case you fail within the specified period to furnish the required performance security. You shall also be required to sign the contract within **15 (Fifteen) days** from the date of receipt of the Performance Security and on failure to do so, the entire performance security including bid security and bank guarantee shall be liable to be forfeited and invoked. In the event of your failure to submit the performance security, the Acceptance Letter for award of contract in your favour shall automatically be terminated without further notice. In such a case, your engagement shall forthwith automatically stand terminated

and thereupon, without prejudice to any other rights and remedies of the HGCL, the HGCL shall be entitled to appoint another Contractor at your risk as to costs and consequences.

Please convey your unconditional acceptance by signing on the original of this letter and submit the required performance security within the specified period so that the Contract as per the draft enclosed, could be signed within the specified period.

Thanking you,  
Yours faithfully

**For HYDERABAD GROWTH CORRIDOR LIMITED**

(Signature)

**Name:-**

**CGM (T), HGCL**

Place:- Hyderabad      Dated:-

Accepted unconditionally including the draft of the contract.

(Signature)\*\*

**Name:-**

**Name of the Regd partnership firm/Company / Ltd. Company/ Co-Operative  
Society (whichever is applicable)**

**Designation:**

**Place & Dated:-**

**\* Please affix common seal.**

**Letter Comprising the BID for** collection of USER Fee through user fee collecting agency on the basis of competitive bidding

*Refer Clause 1(ii) C)*

**Chief General Manager (Tech),**

HYDERABAD GROWTH CORRIDOR LIMITED

2nd Floor, HMDA Complex, Tarnaka, Secunderabad, 500 007,

Andhra Pradesh, India. Tel: +91-40-27002745

Fax: +91-40-27002746

**Sub:** ----BID for collection of User Fee through user fee Collection of USER Fee through user fee collecting agency on the basis of competitive bidding for the Nehru ORR stretch from Pedda Amberpet to Patancheru for a length of 79.462Km for the section from Km 96+650 to 153+612 (0+000) and 0+000 (153+612) to 22+500 and link road from Narsingi to Gachibowli(4.9km) Nehru ORR at **Pedda Amberpet, Bongulur, Raviryal, Tukuguda, Pedda Golconda, Shamshabad, Rajendranagar, APPA, Kokapet, Edulanagulapally, Patancheru and Nanakramguda Interchanges.**

Dear Sir,

With reference to your RFP document dated \*\*\*\*\*, I/we, having examined the RFP document and understood its contents, hereby submit my/our Technical and Financial BID for the aforesaid work. The BID is unconditional and unqualified.

1. All information provided in the BID and in Annexes I to VI is true and correct and all documents accompanying such BID are true copies of their respective originals.
2. This statement is made for the express purpose of winning the BID on the basis of Highest Bidder (H-1).
3. I/ We shall make available to the HGCL any additional information it may find necessary or require to supplement or authenticate the illegibility conditions laid down in RFP.
4. I/ We acknowledge the right of the HGCL to reject our BID without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5. I/ We certify that in the last three years, we/ any of the partner(s)/member(s)/director(s) have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any Work or contract nor have had any contract terminated for breach on our part.
6. I/ We declare that:
  - (a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the HGCL.
  - (b) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the HGCL or any other public sector enterprise or any government, Central or State; and
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to Bid for the Work[s], without incurring any liability to the Bidders, in accordance with any of the Clause of the RFP document.
8. I/ We believe that I/we satisfy (ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit this Bid.
9. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the work or which relates to a grave offence that outrages the moral sense of the community.
10. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by me or by any of my/our Associates / partner(s)/member(s)/director(s).
11. I/ We further certify that no investigation by a regulatory authority is pending either against me/us or against my/our Associates / partners.

12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the HGCL of the same immediately.
13. The Statement of Legal Capacity as per format provided at Annex-III in Appendix-I of the RFP document, and duly signed, is enclosed. The power of Attorney favouring the Authorised Representative from all the partners in case of Partnership Firm, Chief Executive/Secretary in case of the Society and form the Director duly authorised to execute such Power of Attorney, in case of the Company, as the case may be, showing the authority delegated to the representative to submit the bid or participate in the bidding process and to sign the Contract, in case of their selection as per format provided at Appendix II of the RFP, are also enclosed
14. I/ We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the HGCL in connection with the selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Work[s] and the terms and implementation thereof.
15. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
16. I/ We certify that in terms of the RFP, my/our Networth is Rs. .... (Rs. in words) .

In witness thereof, I/We submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

Place:

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

Name and seal of the BIDDER

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.

ANNEX-I

**Details of BIDDER**

1.
  - (a) Name:
  - (b) Address of the corporate headquarters and its branch office(s), if any, in India:
  - (c) Date of incorporation and/ or commencement of business:
  
2. Brief description of the Partnership Firm/Society/ Company including details of its main lines of business and proposed role and responsibilities in [this/ these Work(s)]:
  
3. Details of individual(s) who will serve as the point of contact/ communication for the HGCL:
  - (a) Name:
  - (b) Designation:
  - (c) Company/Partnership Firm/Society:
  - (d) Address:
  - (e) Telephone Number:
  - (f) E-Mail Address:
  - (g) Fax Number:
  
4. Particulars of the Authorised Signatory of the BIDDER:
  - (a) Name:
  - (b) Designation:
  - (c) Address:
  - (d) Phone Number:
  - (e) Fax Number:

ANNEX-II

**Financial Capacity of the BIDDER**

*(Refer to Clauses 1 (ii) [A & B] of the RFP)*

**(In Rs. crore)**

| Bidder Type( <b>clause 1(i) a to d</b> ) | Net Cash Accruals* |          |          | Net Worth |
|--|--------------------|----------|----------|-----------|
|  | 1st Year           | 2nd Year | 3rd Year |           |
| *  |                    |          |          |           |

**Name & address of bidder's Bankers:**

.....  
.....

\* Whether a Company, Partnership firm or a co-operative Society.

**Instructions:**

1. The bidder shall attach copies of the balance sheets and financial statements for 3 (three) years preceding the BID Due Date. The financial statements shall:
  - #(a) reflect the financial situation of the bidder and its partners where the bidder is relying on its partners financials;
  - (b) be audited by a statutory auditor/ C A Firm (duly enrolled with ICAI);
  - (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).
  
2. Net Cash Accruals shall mean Profit After Tax +Depreciation.
  
3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves)  
  
Less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities).
  
4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the BID Due Date falls within three months of the close of the latest financial year, refer to Clause 17 (ii).
  
6. The bidder shall also provide the name and address of the Bankers to the bidder.
  
7. The bidder shall provide an Auditor's/ C A Firm(duly enrolled with the ICAI) Certificate specifying the net worth of the bidder and also specifying the methodology adopted for calculating such net worth in accordance with Clause 1(ii) [A & B] of the RFP document.

ANNEX-III

Reference para 16 of Appendix-I

**Statement of Legal Capacity**

*(To be forwarded on the letterhead of the BIDDER)*

Ref. Date:

To,

**Chief General Manager (Tech)**, HYDERABAD GROWTH CORRIDOR LIMITED

2nd Floor, HMDA Complex, Tarnaka, Secunderabad, 500 007,

Andhra Pradesh, India. Tel: +91-40-27002913

Fax: +91-40-27003271

Dear Sir,

We hereby confirm that I/we satisfy the terms and conditions laid out in the RFP document.

We have agreed that ..... (Insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorized Signatory

For and on behalf of

ANNEX-IV

Reference clause 1 (ii) B.

*Deleted*

## ANNEX-V

Reference clause 1 (i) (c).

**The Points given to evaluation criteria are:****Evaluation Criteria for Technical Proposal**

| <b>S. No.</b> | <b>Description</b>  | <b>Points</b> |
|---------------|---|---------------|
| I             | Net worth of the Bidder   | 20            |
| II            | The Approach and methodology proposed for USER Fee Collection.  | 5             |
| III           | Qualification & Experience of the Proposed Key Personnel  | 15            |
| IV            | Tolling experience of the bidder / partner of the bidder having minimum 26% stake in the bidder firm. | 30            |
| V             | Experience in Installation of Tolling equipment & their Maintenance.                                  | 30            |
|               | <b>TOTAL</b>  | <b>100</b>    |

**The Weight age points given to evaluation sub-criteria for qualification and competence of key staff are:**

|   | <b>Weightage (%)</b> |
|---|----------------------|
| General Qualification                               | 50                   |
| Relevant Experience and Adequacy for the Assignment | 40                   |
| Permanent Employment with the firm                  | 10                   |
| <b>TOTAL</b>  | <b>100</b>           |

\_\_\_\_\_ Minimum Technical Score required to pass is: 75 Points.

**The Technical proposal** should score at least **75 points** out of 100 to be considered for financial evaluation. Financial proposals of the firms securing less than **75 points** in Technical Evaluation shall not be opened.

ANNEX-VI

Reference clause 16 (i) (b).

**Tolling Experience:-**

As per the clause 16 (i) (b), to get Weightage of 30 marks for technical qualification (Annex-V) for tolling experience, the bidder or any of its partner firm must have collected the USER Fee of not less than **Rs. 6.00 Crores** per Annum at any single toll point / toll plaza owned by a statutory body recognized by law of State Government / Central Government within India during last three financial years immediately preceding the year of bid.

(Certificate from the client for user fee collected at any single plaza should be submitted)

**Experience in installation of Tolling equipment:-**

As per the clause 16 (i) (b), to get Weightage of 30 marks for technical qualification (Annex-V) for installation of tolling equipment experience, the bidder or any of its partner firm must have installed tolling equipment in at least 20 Toll Lanes in at least 3 plazas owned by a statutory body recognized by law during any one year in the last three financial year immediately preceding the year of bid.

**Power of Attorney for signing of BID**

*(Refer Clause 1 (II) C (IV))*

Know all men by these presents, we..... (name of the firm/company/society and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), ..... son/daughter/wife of.....and presently residing at....., who is presently employed with us as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID(s) for the \*\*\*\*\* Work[s] proposed by the \*\*\*\*\* (the “HGCL”) including but not limited to signing and submission of all BIDs, and other documents and writings, participate in conferences/ meetings and providing information/ responses to the HGCL, representing us in all matters before the HGCL, signing and execution of all contracts including the .....(name of work) contract and undertakings consequent to acceptance of our bid[s], and generally dealing with the HGCL in all matters in connection with or relating to or arising out of our bid for the said Work[s] and/ or upon award thereof to us and/or till the entering into of the contract with the HGCL.

AND we hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

In witness whereof we, ....., the above named principal have executed this power of attorney on this ..... day of.....,2

For

(Signature)

(Name, Title and Address)

Witnesses:

1. Accepted

2. Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

*Notes:*

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
2. *Also, wherever required, the BIDDER should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the BIDDER.*

Notarized)

**SECTION IV**  
**CONTRACT**

**Preamble:--**

(A) This Contract is made at....., on this the \_\_\_\_\_ day of \_\_\_\_\_ 2011 by and between the HYDERABAD GROWTH CORRIDOR LIMITED, a company, registered under the Companies Act, 1956, having its Corporate Office at 2nd Floor, HMDA Complex, Tarnaka, Secunderabad, 500 007 hereinafter referred to as “**the HGCL**” (which expression shall, unless excluded by or repugnant to the context thereof, be deemed to mean and include its successors in office and administrators) of the **ONE PART**, represented by its .....(to be authorized ) having its office at 2nd Floor, HMDA Complex, Tarnaka, Secunderabad, 500 007.

**AND**

(a)\* M/s \_\_\_\_\_, a Company incorporated under the Indian Companies Act, 1956 having its Registered Office at \_\_\_\_\_ (*mention full address*) and Incorporation Certificate No.\_\_\_\_\_dt. ....

**Or**

(b)\* M/s \_\_\_\_\_, a Partnership firm, registered under the Indian Partnership Act, 1932 carrying on its business under the name and style as hereinbefore mentioned and having its principal office at \_\_\_\_\_ (*mention full address*) and having Registration No.\_\_\_\_\_ dt. \_\_\_\_\_.

**Or**

(c)\* M/s \_\_\_\_\_, a Partnership firm, registered under the Limited Liability Partnership Act, 2008 carrying on its business under the name and style as hereinbefore mentioned and having its principal office at \_\_\_\_\_ (*mention full address*) and having Registration No.\_\_\_\_\_ dt. \_\_\_\_\_.

**Or**

(d)\* M/s \_\_\_\_\_, a Co-operative Society registered under Co-operative Society Registration Act (of any State in India)/ the Multi State Cooperative Societies Act, 2002 (39 of 2002) under \_\_\_\_\_, (*mention the name of the State*) Cooperative Societies Act, \_\_\_\_\_ having its Registered Office at \_\_\_\_\_(*mention full address*) and having registration No.\_\_\_\_\_ dt. \_\_\_\_\_.

Hereinafter referred to as “**the Contractor**” (which expression shall, unless excluded by or repugnant to the context hereof, be deemed to mean and include its successors, administrators and permitted assignees) of the **SECOND PART**.

( )\* *Strike out, whichever is not applicable*

(B) **WHEREAS** the Contractor is authorised by its **\*\*Memorandum of Association/ \*\*Partnership Deed/ \*\*Bye-laws** to carry on the business of providing various services on contract basis through its employees employed regularly or otherwise.

**\*\* Strike out, whichever is not applicable.**

(C) # **AND WHEREAS** the Contractor has its own separate and independent establishment which:

- (a) has been registered under the provisions of the Shops & Establishments Act, 1954 of the \_\_\_\_\_ (*mention the name of concerned State*);
- (b) is licensed under the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 and has obtained license No. \_\_\_\_ dated. \_\_\_\_\_;

Or

# **AND WHEREAS** the Contractor undertakes to get itself licensed and/or registered with the appropriate authority under the relevant laws mentioned above and any other applicable law, and shall furnish necessary proof in this regard within 7 days of signing of this contract.

( )# *Strike out, Whichever is not applicable.*

(D) **AND WHEREAS** the Contractor undertakes to:

- (a) Comply with all the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952;
- (b) Pay to all its personnel deployed as per the Minimum Wages Act, 1948; and
- (c) Comply with all the provisions, duties and obligations imposed upon it by any law for the time being in force as may be applicable.

(E) **AND WHEREAS** the Hyderabad Growth Corridor Limited is authorised by the Government of Andhra Pradesh to collect User Fees on behalf of Government of Andhra Pradesh for services or benefits rendered **as per G.O. Ms.No. 92, MA&UD (I<sub>2</sub>) Dept., dt: 08-03-2011** (hereinafter referred to as “**the G.O.**”).

- (F) **AND WHEREAS** the HGCL is an Executing Agency under the provisions of the Nehru ORR Fee as per G.O. Ms.No. 92, MA&UD (I<sub>2</sub>) Dept., dt: 08-03-2011 (hereinafter referred to as “**the User Fee G.O.**”).
- (G) **AND WHEREAS** the HGCL is empowered under the G.O. Act to enter into contracts with any person for the purpose of collection of USER Fee under the said G.O./ the Nehru ORR (Fees for the use of Nehru ORR section ). The HGCL is desirous of engaging the Contractor to collect User fee Collection through user fee collecting agency on the basis of competitive bidding for the Nehru ORR stretch from Pedda Amberpet to Patancheru for a length of 79.462Km for the section from Km 96+650 to 153+612 (0+000) and 0+000 (153+612) to 22+500 and link road from Narsingi to Gachibowli(4.9km) Nehru ORR at **Pedda Amberpet, Bongulur, Raviryal, Tukuguda, Pedda Golconda, Shamshabad, Rajendranagar, APPA, Kokapet, Edulanagulapally, Patancheru and Nanakramguda Toll Plaza.**
- (H) **AND WHEREAS** the HGCL invited bids from interested entrepreneurs for collection of USER Fee for the use of the said Section of Nehru ORR for a period of **18 (Eighteen) months.** The Contractor is one of those bidders who submitted bid and quoted in its offer that, in lieu of transferring Government of Andhra Pradesh’s User Fee collection rights for the said Section of the Nehru ORR for aforementioned period, the Contractor shall remit the following amount to the HGCL so as to be received by the HGCL latest by **1<sup>st</sup> working day** of every month and if the 1<sup>st</sup> working day happens to be a BANK Holiday, then by NEXT bank working day as indicated below by way of a demand draft/pay order for the said section of Nehru ORR. The remittance shall be as follows:

| S. No. | Period  | Total Amount Payable by the Bidder to the HGCL (HYDERABAD) for the period mentioned in column B | Amount to be paid per month          |
|--------|---|---|--------------------------------------|
| A.     | B.  | C.  | D.                                   |
| a)     | ( From ...../...../.....<br>00.00 hrs<br>to ...../...../.....<br>24.00 hrs) | Rs. _____/-<br>( _____<br>in words)*  | Rs. _____/-<br>( _____<br>in words)* |

I) **AND WHEREAS** the HGCL has authorized the .....(to be authorized),-----  
----- (hereinafter referred to as “**the said** (to be authorized)”) to supervise the discharge of various functions to be performed by the Contractor under this Contract and to enter into this Contract with the Contractor.

(J) **AND WHEREAS** the Contractor has authorised Sh. / Smt. \_\_\_\_\_, S/o or D/o \_\_\_\_\_,who is \_\_\_\_\_(/Partner/Director/Member) of the Contractor to enter into this Contract with the HGCL. (*Enclose the proof of authorization clearly stating relation of the person authorized, with the Contractor*)

(K) **AND WHEREAS** the parties are desirous of recording the terms and conditions on which the Contractor shall carry out the job of User Fees collection on behalf of the HGCL.

**Now therefore this contract witnesses in clauses as follows:**

**1. ENGAGEMENT OF CONTRACTOR:**

In consideration of the premises, the HGCL hereby engages the party of the Second Part as the Contractor and the Contractor do hereby agrees to act as the Contractor of the HGCL for collection of USER Fee for the use of the said Section of Nehru ORR.

**2. PERIOD OF CONTRACT:**

“The Contract shall be for a period of **18 (Eighteen) months** beginning on [insert date] from \_\_\_\_\_ (00.00 hrs.) to \_\_\_\_\_(24.00 hrs.), (hereinafter referred to as “**18 (Eighteen) months**”)

**OR**

till the plaza is handed over to the other collection agency (OMT Concessionaire/BOT Concessionaire etc.) as per directions issued by HGCL, whichever is earlier.”

**3. RATE OF USER FEE:**

- (a) The Contractor shall collect User Fees at such rates only and from such vehicles only as have been notified by the Government of Andhra Pradesh vide Notification No. \*\*\*\*\*) dated. \*\*\*\*\*) for the use of the said Section of the Nehru ORR and in strict compliance with the provisions of the notification. A copy of the said Notification

including a draft notification to be replaced by a notification published in the Official gazette in due course) is appended as **Schedule I**. In case, there is a material difference (i.e. impacting the collection of the Contractor by more than 2 (two) % in a year), in the draft notification and the officially published notification, at the sole discretion of the HGCL, entire Contract can be renegotiated as per mutual agreement, prior to commencement of collection of USER Fee and in the event of failure to arrive at an agreement on this issue, either party to this Contract will be at liberty to terminate this Contract by giving notice in writing as required under clause **35** of this Contract.

- (b) The Contractor specifically undertakes not to claim during continuity of the Contract any change including addition, deletion and change in the classification mentioned or the rate of User Fee specified in the Notification referred above and appended to this Contract as **Schedule I** for any reason whatsoever, under any circumstance.
- (c) The Contractor shall not be allowed to make its own interpretation about a particular type of vehicle attracting a particular rate so as to charge a higher rate from a particular type of vehicles. Decision of the HGCL on such matter shall be final and binding.

**4. COLLECTION ONLY AT PRESCRIBED RATE:**

The Contractor shall ensure that under no circumstances, USER Fee in excess of the prescribed rate or without issuance of receipt in the format including condition of such receipts being bilingual or trilingual, prescribed by the HGCL is charged by the Contractor from the road users. Printing of receipts shall be arranged by the Contractor at its own cost.

**5. CHANGE IN THE RATE OF USER FEE:**

- (a) The right of the Government of Andhra Pradesh to modify, change or vary the rate of USER Fee to be levied or conditions for collection of USER Fee, or both is hereby reserved. However, such changes or variation shall not be to the prejudice of the Contractor.
- (b) In case, any variation in the prescribed USER Fee rate for all or a particular category of the vehicles is effected, sought or permitted by the Government of Andhra Pradesh,

the amount payable by the Contractor to the HGCL for the period from which such variation has come/comes into force, shall be adjusted proportionately on the basis of USER Fee rates specified in Schedule I and vis-a-vis the new USER Fee rates as detailed in sub-clause (c) hereunder.

- (c) The amount to be increased/reduced shall be worked out based on:
- (i) actual weighted average percentage contribution by the effected category of the vehicles during 6 calendar months immediately preceding the month from which the variation is effected or the actual period of collection, which ever is less, in the total collection of that period for all types of vehicles.
  - (ii) revised percentage contribution for the affected category of vehicles, if the increase or decrease is effected on same volume of the average daily traffic as was used for working out actual average percentage contribution, based on new rate.
  - (iii) Differences between (i) and (ii) would be applied to determine the total amount for working out revised amount payable to the HGCL. Provided in case of introducing a new category of vehicles not subjected to levy of USER Fee earlier, an estimate of the traffic will be made on the basis of actual collection of current month for immediate purposes. At latter stage the effect would be re-calculated on the basis of actual collection for six month or of the remaining tenure of the Contractor which ever is earlier. For this purpose the Contractor would submit a monthly collection statement to HGCL for the effected period in the format suggested by HGCL. For this purpose HGCL would have full liberty to check by any mean or method whether the collection given is actual one. Provided that, any modification, change or variation in the conditions for collection of USER Fee (including towards concession/rebate to the frequent short distance travellers by any scheme or for any specific purpose) shall, as far as possible, be effected by mutual discussions between the Contractor and the HGCL with regard to the consequential adjustment in the amount payable by the Contractor to the HGCL giving due regard to the procedure set out in Clause 5 (c) above and in the event of failure to arrive at an agreement on this issue, either party to this Contract will be at liberty to terminate this Contract by giving notice in writing as required under clause **35** of this Contract.

**6. COMMENCEMENT AND TERMINATION OF USER FEE COLLECTION:**

- (a) Subject to Clause 2 of the Contract, the USER Fee collection shall commence from the date as communicated by the HGCL in writing which may be even at variance from the dates mentioned elsewhere and terminate on expiry of **18 (Eighteen) months**. The contractor will be allowed a maximum period of **1 month** to mobilize required personnel and install minimum tolling equipment for under taking the work from the date of entering in to this contract.

Provided that the Contractor shall not commence collection if (i) a published copy of the USER Fee notification in the Official gazette is not made available by the HGCL; and (ii) The HGCL does not inform about the completion of the said section of the Highway for which the USER Fee is to be collected. The HGCL can also change any date communicated earlier for commencement of collection of USER Fee for other reason/s, as considered necessary.

Provided that if the Contractor is not able to commence the collection of USER Fee from a particular date, not attributable to the reasons beyond his control, the period of the USER Fee collection for **18 (Eighteen) months** shall be deemed to have begun from such date and the Contractor shall be liable to remit the agreed amount even for such period for which the collection has not been made.

- (b) The right to collect USER Fee shall come to an end on the expiry of a period of **18 (Eighteen) months** (refer to clause 2) reckoned from date as communicated by the HGCL for collection of USER Fee.
- (c) In no case, the Contractor shall have a right to demand continuance or extension of the contract period beyond the period of **18 (Eighteen) months**.

**7. EXEMPTION OF VEHICLES AND CONCESSION:**

- (a) Type(s) of vehicles exempted as stated in the **Schedule I** appended to this Contract could be varied at any time either by the HGCL or by the Government of Andhra Pradesh. Such variance, unless impact on his collection is considered more than half a percent in a year requiring renegotiation of terms of the Contract, shall not alter the liability of the Contractor to remit the specified monthly amount and shall also not affect any other terms and conditions of this Contract.

(b) All exemptions available to users under the Indian Toll (Army and Air Force) Act, 1901 and rules there under, further extended to officials of Indian Navy, shall be honoured by the Contractor.

(c) The Contractor shall ensure to provide monthly and daily pass for multiple journey in accordance with the provision in the Notification appended in Schedule—I. **In case of any dispute about eligibility** of any user about a particular concession or about the operating procedure, the decision of the HGCL concerned or his authorized representative shall be final and binding.

(d) Deleted.

#### **8. PLACE OF COLLECTION:**

- (a) The Contractor shall collect User Fees only at **Pedda Amberpet, Bongulur, Raviryal, Tukuguda, Pedda Golconda, Shamshabad, Rajendranagar, APPA, Kokapet, Edulanagulapally, Patancheru and Nanakramguda Interchanges section of Nehru ORR** where, permanent USER Fee Collection lane(s) are constructed by the HGCL. Such booth(s)/plaza/plaza area cannot be used or allowed by the Contractor to be used by others for any other purpose; including for sale of any commodity or advertisement. Any advertisement in plaza area is strictly prohibited. Any deviation will be treated as non-compliance under Clause 17 © clause 35(4).
- (b) The Contractor undertakes not to demand any additional place for collection of USER Fee or for installation of check barriers under any circumstances and for any reason whatsoever. The Contractor also undertakes not to collect USER Fee from any other place. The decision of the HGCL in this regard shall be final and binding.
- (c) The HGCL reserves the right to change the location of collection point including the right of addition, removal and merger of the number of USER Fee collection points on mutually agreed terms and conditions.

#### **9. DIVERSIONS:**

- (a) The Contractor has surveyed the said Section of the Nehru ORR and surrounding area including the availability of service roads and the Contractor has submitted its bid taking into consideration the service road, whether existing or likely in the future which any road user may opt, inter-alia, to avoid payment of the USER Fee by bypassing the USER Fee collection booths.

- (b) The Contractor undertakes that, it shall not make any claim for any decrease in traffic on the ground of diversion of the traffic, even if such diversion did not exist at the time of submission of the bid by the Contractor.
- (c) Deleted.

**10. HANDING OVER THE USER FEE PLAZA(S):**

- (a) The HGCL shall endeavour to hand over the USER Fee Plaza collection lanes at **Pedda Amberpet, Bongalur, Raviryal, Tukuguda, Pedda Golconda, Shamshabad, Rajendranagar, APPA, Kokapet, Edulanagulapally, Patancheru and Nanakramguda Interchanges section of Nehru ORR** at ..... hrs on signing the contract to the Contractor for the purpose of USER Fee collection on the said Section of the Nehru ORR.
- (b) The HGCL has the right to entrust the USER Fee plaza(s) earlier than the date mentioned in Clause (a) above, subject to fulfillment of other conditions of the Contract. In such an event, the Contractor's obligation to remit the agreed amount will begin from the date of such handing over itself, without any extension in the period of the Contract.
- (c) In case, the HGCL fails to handover the User Fee Plazas on the date and time mentioned in Clause (a) above and hands over the same anytime after the date and time mentioned in clause (a), the Contractor is entitled for same period of the Contract as provided under clause 2, without any reduction in the period of the Contract.
- (d) In such case as mentioned in (b) and (c) above, the contract period along with the obligation of total amount payable by the Contractor to the HGCL as mentioned under column B (i.e Period) & C (i.e. total amount payable by the contractor to the HGCL) of the table mentioned earlier shall remain same and commence from the date and time of actual handing over the User Fee plaza as stated in clause (a).
- (e) The Contractor shall handover the User Fee Plaza(s) on 00.00 hrs of the following day on the completion of the period of Contract as per Clause 6 above.
- (f) In case, the Contractor fails to handover the User Fee Plaza on 00.00 hrs of the following day of the completion period of the Contract or in case of termination of the Contract on the last day and the time given in notice for termination to the HGCL together with all the equipments, facilities and articles in good condition, the Contractor shall be liable to pay,

to the HGCL a penalty equal to twice the daily collection per day in addition to payment of proportionate User Fee at the Contract rate for the period of over stay. The Contractor shall also be liable to pay to the HGCL such cost of infrastructural facilities, equipment and all other articles as are not in good condition or may be fixed by the HGCL, CGM of the HGCL whose decision in the matter shall be final.

- (g) The HGCL is in process of implementing State of the Art Toll Management System for USER Fee collection by installing electronic equipments, Toll booths, Plaza etc., by various companies/agencies. The contractor shall extend full co-operation in installation, operation and maintenance of such system and will be bound by the advice of the HGCL in this regard.

**11. DISPLAY OF RATE OF USER FEE AND USER FEE NOTIFICATION:**

- (a) The rates of User Fee, the categories of vehicles exempted from payment of User Fee and the name, address and telephone number of the HGCL, to whom complaints, if any, should be addressed, shall be conspicuously and prominently displayed 500m ahead of the User Fee collection booths, 100m ahead of the User Fee collection booths and at the User Fee collection booths also. The height of the display boards and size of letters being such that it is easy for drivers to read.
- (b) The Contractor shall also (i) display, a copy of Notification in **Schedule I**, appended to this Contract at a conspicuous place of the User Fee Plaza(s) for the information of the road users and the general public and (ii) provide a copy of same to road user on demand upon payment of copying charges on a 'no profit no loss' basis.

**12. REQUIREMENT OF PERSONNEL FOR USER FEE COLLECTION:**

For the purpose of discharging its obligations under this Contract, the Contractor shall deploy adequate number of personnel of prescribed qualification & experience and having undergone such training as may be relevant and considered necessary from time to time by the HGCL to ensure efficient management of entire operations, including free flow of traffic, in or around the plaza including in the User Fee collection booths. The qualification & experience of personnel to be deployed is to be in accordance with the details given in schedule-V of this contract. The number of personnel required shall be provided by the Contractor and HGCL monitor the deployment. However, the HGCL reserves the right to serve directions for any interchange in the category of personnel

(total deployment will remain according to Schedule-V as prescribed by the Contractor) to be deployed by the Contractor, for the purpose of User Fee Collection for ensuring free flow of traffic.

**13. DEPLOYMENT OF PERSONNEL:**

- (a) The Contractor shall ensure that the personnel deployed by it for discharging its duties under this Contract are of good health, of highest integrity, punctual, well dressed, well behaved and of qualification & experience prescribed in schedule-V.
- (b) The Contractor shall furnish to the HGCL a list, in addition to the list of key personnel provided with the bid, of persons deployed for the purpose of discharging its obligations under the Contract, containing all the details like their educational qualifications, experience, training undergone, good health, good character, personal residential addresses and recent photographs. The required details will be provided in the format given in schedule-VI of this contract.
- (c) The uniform of the personnel deployed shall necessarily bear the name of the individual and the name of the Contractor. *Navy blue Trouser and sky blue check shirt will be the uniform for collection staff for summer. In winter navy blue pullover, warm navy blue trouser and sky blue check shirt will be the uniform of collection staff. Shoes and shocks should be Black. The shirt should bear the name of the agency and the employee displayed in embroidery in readable size.*
- (d) The HGCL reserves its right to object to the deployment of any personnel for any reason in which case, such person or persons being objected to by the HGCL shall be removed by the Contractor forthwith and replaced within a day from such removal.
- (e) The personnel deployed by the Contractor shall not misconduct/misbehave with the members of public and shall observe strict discipline and decency in their behavior.
- (f) The HGCL shall not be liable for any misconduct or misdeeds or any act or incident involving the Contractor or any of its personnel in any criminal or civil case the Contractor shall be responsible for consequences and if any such incident takes place, the Contractor shall forthwith intimate the said incident to the HGCL.
- (g) The Contractor specifically agrees that the personnel deployed by it, will not in any way claim employment with the HGCL. The Contractor shall be solely responsible for any

dispute raised by the personnel deployed by him either during the term of the Contract or thereafter.

- (h) The frequent replacement of key personnel is not desirable unless they are found involved in malpractices or non compliances. However, if need be, the permission of replacement of key personnel will be obtained from the CGM concerned in advance. The CGM, if satisfied with the reasons submitted to him, may allow such replacement after verifying the CVs strictly in accordance with the requirements prescribed in schedule-V.

**14. INTER SE RELATIONS:**

(a) In all circumstances it is clearly understood by the parties that the personnel deployed by the Contractor shall have no connection whatsoever with the HGCL and the relationship of master and servant or employer and employee shall be only between the Contractor and the personnel deployed by it.

(b) However, if considered necessary, the HGCL shall have every right to enquire and seek documentary evidence from the Contractor, whether all the statutory dues like ESI, EPF, Minimum Wages, Weekly offs, Bonus, Medical Leave, Workmen Compensation and any other entitlements for which the Contractor is liable to provide, are being paid or not or have been paid or not for a particular period.

(c) In case of any breach by the Contractor in the payment of such statutory dues not necessarily pertaining to its personnel/employees, the HGCL shall be entitled to adjust the same from the Performance Security and pay such statutory dues to the appropriate HGCL. The Contractor shall replenish the Performance Security within 7 (seven) days of the notice by the HGCL. The decision of the HGCL in this regard shall be final and binding on the Contractor.

**15. PROVISION OF INFRASTRUCTURE:**

(a) The Contractor to discharge its duties of User Fee collection efficiently and uninterruptedly, shall provide such infrastructural facilities including Computer hardware and software, hoardings, signages and road markings as may be considered appropriate by the HGCL. The details of the equipment to be installed shall be as per Schedule-VI of this contract. The Contractor is hereby further

informed that HGCL shall not provide any infrastructure and it is the sole responsibility of the Contractor.

- (b) At the time of taking over the facility by the HGCL, any infrastructure facilities provided by the Contractor may be taken away.
- (c) All expenses for printing receipts or passes to be issued to users shall be borne by the Contractor. The Contractor shall abide by the instruction of the HGCL in the matter of its format or size or language.
- (d) The Contractor shall abide by all the instructions issued by the HGCL from time to time. The Contractor also undertakes to abide by such instructions in order to make the process of User Fee collection simple, faster and hassle free by extending necessary cooperation in adopting the technological advancements in the process/work of User Fee collection.
- (e) The user fee collecting( Contractor) agency shall make necessary arrangements at his cost for power/lighting to ensure proper working of the User Fee plaza(s) including various office equipment installed, maintaining and running all electric arrangements and stand-by generator along with electric lighting and bearing all expenses thereon during the entire period of this Contract and paying punctually electricity and water charges in respect of the User Fee plaza(s)/collection booths as they become due and payable during period of this Contract.
- (f) The user fee collecting agency shall keep the riding surface of the surrounding area (500 mtrs. Both side) of User Fee Plaza(s)/collection booths in traffic worthy condition and maintain (cleanliness etc.) the same during the subsistence of this Contract. However the repair of the road section including surrounding area will be the responsibility of the HGCL.

**16. INSURANCE:**

- (a) If required under the law for the time being in force, the Contractor shall arrange adequate insurance to cover each of its personnel deployed against any type of accidents, for all the assets owned by the Contractor and cash in booth, cash in chest, and cash in transit. The expenditure incurred for procuring such insurance shall be borne by the Contractor alone.

(b) The Contractor shall also arrange adequate Insurance cover at its own cost for all the tolling equipment provided by the Contractor for comprehensive risk.

**17. PERFORMANCE SECURITY:**

(a) The user fee collecting agency has furnished a security deposit towards Performance Security consisting of

- (i) a crossed account payee demand draft/pay order drawn on any Nationalized Indian Bank /State Bank of India or its subsidiaries/IDBI/ICICI/ any RBI approved Scheduled Commercial Bank having net worth of more than Rs. 500 crore (Rupees Five Hundred crores) of Indian Operations amounting to Rs. ..../- lakhs (an amount equal to first one (1) months' agreed remittance) in favour of "Managing Director, HYDERABAD GROWTH CORRIDOR LIMITED", payable at Hyderabad OR Bank Draft/Pay Order No..... dated.....from....., any Nationalized Indian Bank /State Bank of India or its subsidiaries/IDBI/ICICI/ any RBI approved Scheduled Commercial Bank having net worth of more than Rs 500 crore (Rupees Five Hundred crores) of Indian Operations, payable at Hyderabad submitted as Bid Security and adjusted as per the request of the Contractor
- (ii) a bank guarantee as per the format prescribed by HGCL 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) of Indian Operations for Rs. ..../- lakhs (an amount equal to first two (2) months' agreed remittance), valid for a period of **24 (Twenty Four) months**.

(b) The said Performance Security including the Bid Security, shall not bear any interest. Performance Security shall be refunded within 90 days after settlement of all the accounts by the Contractor and upon issuance of no due certificate by the HGCL. No Objection Certificate shall be issued not later and within 7 days immediately after settlement of accounts.

- (c) (i) The HGCL shall also be competent to utilize the said Performance Security against any loss or damage caused to the property of the HGCL by any act of omission and/or commission by the Contractor or its agents and servants or adjust it towards any claim of the HGCL.
- (ii) The Contractor undertakes that, in case of any default on its part to perform and observe any of the covenants, conditions or provisions contained in this Contract, it shall be lawful for the HGCL in its absolute discretion to forfeit the whole or any part of the said Performance Security, without prejudice to any other remedy that the HGCL may have against the Contractor under this Contract or under general law for such breach.
- (d) The amounts lying with the HGCL towards the Performance Security shall not be adjusted towards instalments due to the HGCL from the Contractor including the instalment for the last month of the contract period of **18 (Eighteen) months**.

**18. PENALTY FOR CHARGING EXCESS USER FEE:**

- (a) In case, it is observed and/or established to the satisfaction of the HGCL that the fee collecting agency has charged User Fee in excess of the prescribed rate, the HGCL may impose a penalty of an amount equal to fifty times of the actual amount so charged per day for 30 days i.e. (actual amount charged x 30 days x 50). After three such incidents of levy of penalty for excess charging, the part performance security of an amount equal to 1 (One) months agreed remittance i.e. Rs. \_\_\_\_\_ lakhs as per amount quoted at Clause 2 or an higher amount as agreed during the negotiations shall be forfeited in addition to such recoveries. The contractor shall have to replenish the forfeited performance guarantee, in the same mode as it was deposited earlier, within 10 days of such forfeiture to continue with the collection work failing which the contract shall be terminated and the balance performance guarantee shall also be forfeited. If the incident of excess charging is again observed and/or established to the satisfaction of the HGCL after forfeiture of part performance guarantee, the contract shall be terminated and the entire performance guarantee shall be forfeited.
- (c) The termination under this clause shall make the Contractor liable for unconditional forfeiture of the Performance Security.

(d) The termination under this clause, in addition to unconditional forfeiture of the Performance Security, shall make the Contractor liable for debarring from assigning any future work with HGCL.

**19. PENALTY FOR FAILURE TO PAY INSTALMENTS:**

In case of delay in remittance of the agreed amount of the monthly installment due under this Contract to the HGCL beyond the fixed day (as per clause 8, of SECTION – II), the HGCL shall levy penalty @ 0.5% of the delayed amount per day for the delay beyond the due day without prejudice to the any other rights of the HGCL under this Contract. Such right would, inter-alia, include unconditional right of the HGCL to terminate the Contract forthwith, without assigning any reasons whatsoever and take over possession of the User Fee Plaza(s) for User Fee collection in any manner the HGCL may deem fit. 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.

**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 HGCL shall levy penalty @ 10,000/per default per month without prejudice to the any other rights of the HGCL under this Contract. The date of default will be the date of reporting to the contractor by the HGCL concerned or his authorized representative. In addition to levy of penalty as above, more then three defaults in a month under this clause may attract termination under clause 35 (2) of this contract. Before levy of penalty under this clause the contractor shall be given a reasonable opportunity to rectify the default. The decision of the HGCL 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.

**21. OPERATIONAL TRANSPARENCY:**

The Contractor shall be solely responsible for efficient and transparent working and management of User Fee collection at all points of time.

**22. AUTHORISED REPRESENTATIVE OF THE HGCL:.**

- (a) The HGCL has designated (to be authorised), HGCL as “**the HGCL**” to carry out all functions on its behalf under this Contract and may change the authorised representative from time to time.
- (b) The said Representative of the HGCL shall have the overall control and supervise the work of collection of User Fee carried on by the Contractor with a view to ensure that collection of User Fee is carried out smoothly, efficiently and without any hindrance or harassment to the users of Nehru ORR.
- (c) The HGCL or any other officer of the HGCL or any agency as authorized by the HGCL or by the HGCL, shall have right to inspect and check the receipt books (used/unused/counterfoils), registers and books of accounts maintained by the Contractor at any time without giving any notice.
- (d) The instructions given from time to time by the HGCL or his authorized representative in this regard shall be complied with promptly by the Contractor.
- (e) The Contractor shall keep records of all the complaints received and replied directly or otherwise by it and forward a copy on fortnightly basis to the HGCL.

**23. OBLIGATIONS OF THE CONTRACTOR:**

- a) The Contractor undertakes the responsibility of the complete job of User Fee collection, maintenance of all records, maintenance of User Fee collection account, maintenance of vehicle type wise Traffic Data on shift to shift basis, maintaining the cleanliness of User Fee plazas/User Fee collection booths and surrounding area etc. and any other duty as may be assigned by the HGCL from time to time.
- b) The Contractor shall make appropriate arrangement for management of the traffic at its own cost and shall ensure that the processing time for a vehicle at the User Fee counter should not be more than 30 seconds for the purpose of issuing USER Fee. The Contractor is permitted to close the lanes at times without affecting the processing time during off peak hours.
- c) The Contractor specifically undertakes to abide by all the instructions issued by the HGCL from time to time on operational matters and further agrees not to raise any dispute against the same including any additional cost that the Contractor may be required to bear to comply with such instructions.

- d) During the contract Period, the contractor shall furnish to the HGCL, within 2 (two) days of completion of each month, a statement of User Fee substantially in the form set forth in Schedule-VII (the “Monthly User Fee Statement”). Proper record is to be maintained at the plaza for the purpose of providing such information. The Contractor shall also submit such information sought by the HGCL in such format, as may be prescribed by the HGCL.
- (e) The Contractor shall, prior to the close of each day, send to the HGCL, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Road Section relating to the safety and security of the Users and Road Section. A weekly and monthly summary of such reports shall also be sent within three days of the enclosing of each week and month, as the case may be. For the purposes of this Clause 23 (e) accidents and unusual occurrences on the Road Section shall include:
  - (i) Death or injury to any person;
  - (ii) Damaged or dislodged fixed equipment;
  - (iii) Any obstruction on the Road Section, which results in slow down of the services being provided by the Contractor;
  - (iv) Disablement of any equipment during operation;
  - (v) Communication failure affecting the operation of Road Section smoke or fire;
  - (vi) Flooding of Road Section; and
  - (vii) Such other relevant information as may be required by the HGCL.
- (f) The Contractor also agrees to unconditionally abide by such other direction of the HGCL issued by the authorized representative on all operational matters under the provisions of this contract.
- (g) The contractor also agree to abide by the requirement of clause 12 & clause 13 specifically on deployment of the personnel for the purpose of this Contract.

**24. RIGHT OF INSPECTION:**

- (a) The HGCL reserves the right to conduct checks including surprise checks at any time, to check/observe/witness the activities of the Contractor including the User Fee collection Plaza(s) and to monitor or to ensure that any or all the activities including User Fee collection enunciated by this Contract are being carried out properly by the personnel deployed by the Contractor.

(b) The HGCL may exercise any check/control to ensure discharge of various obligations by the Contractor under the Contract including but not limited to following:

- i) Correctness of the User Fee charges recovered from users, as prescribed
- ii) Issue of proper Receipts to all Vehicles;
- iii) Maintenance of proper registers including those relating to collection of User Fee from different type of vehicles;
- iv) Monthly advance remittance of amount due from the Contractor by the prescribed date;
- v) Checking of data in electronic/soft form;
- vi) Maintain User Fee Plaza(s) and its appurtenances by the Contractor at his cost and ensure that they are in good running condition;
- vii) Arrangement for lighting and water are in order;
- viii) There is no delay to the traffic due to procedure of collection of User Fee and also there is no traffic jam at the User Fee Plaza(s); and
- ix) Any other check or control as considered appropriate by the HGCL including through its authorised representative.

**25. FORCE MAJEURE:**

**(a) NON-FORCE MAJEURE EVENT:**

An event (i) which involves diversion of traffic of any kind, including but not limited to any diversion ordered/implemented by local HGCL or any State/Government of Andhra Pradesh for a period not exceeding 15 days in continuation; or (ii) where the road users opt to access/travel through the existing alternate free User Fee (toll) roads. This may result into bypassing of User Fee Plaza/ User Fee Collection Booths and use of any part of the said Section of the Nehru ORR/said bridge by the users.

**(b) FORCE MAJEURE EVENT:**

Except as stated in Clause (a) above, Force Majeure event means an event or circumstances or a combination of events and circumstances referred to in this clause which are beyond the reasonable control of the Party or Parties to this Contract and which party could not have prevented or reasonably overcome with the exercise of its reasonable skill and care in relation to performance of its obligations pursuant to this Contract and which are of the nature, without limitation of those described below:

- i) Publicly declared strike by registered and recognized association of Transporters exceeding 7 days. The date of going on strike and withdrawal or start of movement of traffic will be inclusive for the purpose of calculation of 7 days under this clause.
- ii) Earthquake having materially adverse impact
- iii) Act of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, sabotage, terrorism or act of such threat, or any other political or social event having material adverse impact on the performance of obligations of the parties thereof.
- iv) Expropriation, acquisition, confiscation or nationalization of the User Fee collection
- v) Any change in law which has a material adverse effect on the obligation of the parties hereto.
- vi) Any decision or order of a court or tribunal, which has a material adverse effect on the performance of obligations of the parties to this Contract.
- vii) Suspension of traffic on the said section of Nehru ORR/said bridge or any part thereof, exceeding 15 (fifteen) days at a stretch.
- viii) Any event or circumstances of a nature analogous to the foregoing.

Either party to this Contract shall be entitled to suspend or excuse performance of his obligations, including remittance of installments by the Contractor to the HGCL for the period of continuance of the Force Majeure event, under this Contract to the extent that such performance is impeded by an event of Force Majeure prevailing continuously for more than 7 (seven) days at a time.

**(c) PROCEDURE FOR FORCE MAJEURE:**

**(i) NOTICE:**

(1) If a party claims relief on account of a Force Majeure event, then the Party claiming to be affected by the Force Majeure event shall, as soon as reasonably practicable and in any event within 7 days of becoming aware of the Force Majeure event, give notice giving details of the effects of such Force Majeure on the Party's obligations under this Contract to the other Party in writing, including the dates of commencement and actual/likely date of cessation of such Force Majeure and its effects, with necessary supporting documents and data.

(2) The Party receiving the claim for relief under Force Majeure shall, if wishes to dispute the claim, give a written notice of the dispute to the Party making the claim within 30 days of receiving the notice of claim.

**(ii) CONSULTATION AND DUTY TO MITIGATE:**

(1) The Party claiming relief under Force Majeure shall, at its own cost, take reasonable steps to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Contract as soon as reasonably possible. The Parties shall consult with each other to determine the measures to be implemented to minimise the losses of either Party as a result of the Force Majeure event.

(2) The Party affected by Force Majeure shall keep the other Party informed of such efforts to remedy and make reasonable efforts to mitigate on a continuous basis and shall provide written notice of the resumption of performance hereunder.

(3) Notwithstanding anything contrary to the specifically stated in this Contract no party shall be relieved of its obligations under this Contract by reason of impossibility of performance or any other circumstance whatsoever not beyond its control.

(4) Any Party claiming cessation of the event of Force Majeure may, if the other party has not served a notice of resumption of performance, give notice to the other party, of cessation of such event, notifying the date of alleged cessation and unless the party to whom such notice is given does not dispute the same within 30 days of the receipt of such notice the Force Majeure event shall be deemed to have ceased to consequences thereof and shall be deemed to have come to an end on the date so notified.

(5) The relief under force majeure will be calculated on the basis of average collection per day, arrived based on the agreed monthly remittance. The difference in collection per day during force majeure and average collection per day, arrived based on the agreed monthly remittance multiplied by number of days of force majeure will be payable to the contractor .

**(iii) TERMINATION DUE TO FORCE MAJEURE:**

If any event of Force Majeure shall continuously impede or prevent a Party's performance for longer than 60 days from the date of commencement of such Force Majeure event, the parties shall decide through mutual consultation, either the terms upon which to continue the performance of this Contract or to terminate this Contract by mutual consent. If the parties are

unable to agree on such terms or to terminate the Contract by mutual consent within 90 days from the date of commencement of such Force Majeure event, either Party may issue a Notice to terminate this Contract.

(iv) The Chairman, HGCL on behalf of the HGCL is authorized specifically to settle claims for force majeure events.

**26. MATTERS NON-ARBITRABLE:**

Any disputes or differences between the parties in regard to the matters covered under Clauses 3, 7, 8, 10, 14, 18 and 19 shall be referred to the MD, HGCL, whose decision shall be final.

**27. ARBITRATION:**

(a) All disputes and/or difference except those which are mentioned in the matters non-arbitral under Clause 26 above arising between the parties out of this Contract shall be settled by Arbitration under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Chairman of the HGCL or his nominee shall be the sole Arbitrator. The award made and published in pursuance of such Arbitration proceedings shall be final and binding on both the parties.

(b) The proceedings of the Arbitration shall be held in English language and shall be held at such place as may be decided by the Chairman of the HGCL or his nominee. The award of the Arbitration shall be final and binding on both the parties to the Contract.

(c) Pending resolution of any dispute pursuant to Arbitration, under all circumstances the Contractor shall continue to remit the agreed installments of money to the HGCL as prescribed in this Contract including when the dispute is about the amount to be remitted.

**28. SEVERABILITY:**

If any provision of this Contract is prohibited by law or held to be invalid, illegal, or unenforceable, the remaining provisions hereof shall not be affected, unless the same materially affects the performance of the obligation of the parties under this Contract and this Contract shall continue in full force and effect to the fullest extent possible as if such prohibited, illegal or invalid provision had never constituted a part thereof.

**29. BREACH:**

Any breach of the terms and conditions herein contained in this Contract, which may or may not, cause any financial loss to the HGCL shall attract immediate unilateral termination of this Contract by the HGCL, notwithstanding anything contrary contained in any of the Clauses in this Contract.

**30. WAIVER:**

Failure or neglect by either of the Parties to enforce at any time any of the provisions hereof shall not be deemed to be a waiver of the right. In such an event, the same shall neither affect the validity of the whole or any part of this Contract nor prejudice the rights of Parties from taking subsequent action.

**31. ASSIGNMENT:**

The Contractor undertakes not to assign any right and/or obligation of this Contract to any other person without prior consent of the HGCL in writing.

**32. DEATH/WINDING UP:**

If the Contractor being a partnership firm is dissolved or insolvent or commits any act of insolvency or being a Cooperative Society/a Limited Company is ordered to be wound up by any Court of Law or makes arrangements with its creditors to wind up, the Contract shall forthwith stand terminated without prejudice to any other rights or remedies of the HGCL under this Contract.

**33. ABANDONMENT:**

In the event of abandonment of the User Fee collection by the Contractor, due to his fault or due to bankruptcy or default or for any other reason, the HGCL shall be entitled to take over the User Fee Plaza(s), and terminate this Contract and to continue the User Fee collection in the manner it deems fit. Further, the HGCL, in such a situation, shall forfeit the performance security furnished by the Contractor to adjust any dues or claims or damages without prejudice to its other rights.

**34. INDEMNITY:**

The Contractor shall indemnify the HGCL and its officers, agents and authorized representatives against all liabilities, damages and expenses arising from any claims for damages, suits, proceedings, recoveries, judgments or executions (including, but not

limited to litigation costs and expenses and reasonable User Fees of the Attorney) which may be made or recovered from the HGCL by reason of any acts, omissions (whether Negligent or otherwise) or due to willful misconduct of the Contractor including its agents, survivors and personnel.

**35. TERMINATION:**

- (1) The HGCL shall be entitled to terminate this Contract once the decision is taken to transfer the road section to BOT/OMT concessionaire (**reference clause 2 of the contract**) at any time after giving notice to the Contractor as under in writing and in that event, the Contractor shall not be entitled to any claim, or any compensation whatsoever on account of such termination.
- (2) The HGCL shall be entitled to terminate this Contract at any time without assigning any reason(s) after giving notice to the Contractor as under in writing and in that event, the Contractor shall not be entitled to any claim, or any compensation whatsoever on account of such termination.
  - (i) By giving fourteen (14) days prior notice in writing,
  - (ii) By giving ninety (90) days prior notice in writing, the Contractor may terminate the Contract.
- (3) Notwithstanding anything contained in clause (1) above, the HGCL may terminate the Contract forthwith for breach or non-observance of any of the terms and conditions of this Contract or for any misconduct on the part of Contractor or his employee/staff/personnel or for overcharging of User Fee from a user, or for harassment of any user.
- (4) The HGCL shall be entitled to terminate this Contract for any type of non compliances under provisions of this contract if not rectified within a given time frame.

**36. DECISION OF HGCL: FINAL AND BINDING**

Except where otherwise provided or specified in this Contract and subject also to such powers as may be delegated by the Government of Andhra Pradesh to any of the specific official of the HGCL from time to time, any decision of the HGCL for the time being on all questions and matters whatsoever arising out of or in relation to or in connection with this Contract or as to the interpretation of any of its conditions whether during the

subsistence of this Contract or at any time thereafter, shall be final and binding on the parties to this Contract.

**37. INTEGRATED CONTRACT:**

This Contract represents and constitutes the entire Contract between the Parties and shall not be explained, modified or contradicted by any prior or contemporaneous negotiations, representations or Contract(s), either written or oral or minutes of any meeting ( including pre-bid meeting/s) or conference(s) and correspondence between the Parties or bid documents.

**38. STAMPING AND ENGROSSING:**

Within 60 (Sixty) days from the date of signing this Contract or within such period as provided by the law applicable which ever is shorter, the Contractor shall have the Contract engrossed, by affixing the correct Stamp Duty as may be applicable under the Stamp Duty and Registration laws in the State where User Fee collection booths are located, unless exempted by any law for the time being in force. It would be the sole responsibility of the Contractor to comply with the applicable laws in this regard and the Contractor's failure to do so, may result into termination of the Contract by the HGCL, forfeiture of the performance security, without prejudice to any or other rights of the HGCL.

**39. AMENDMENT:**

Terms of this Contract can be amended with the mutual consent of both the parties. No amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties.

**IN WITNESS WHEREOF** the parties hereto through their duly authorized representatives have set their hands and seal on the day, month and year first above mentioned.

**For and on behalf of**

(Signature)

**Name:-**

**CGM (T) Hyderabad Growth Corridor Limited,**

**2nd Floor, HMDA Complex,**

**For and on behalf of**

(Signature)

**Name:-**

**Tarnaka, Secunderabad, 500 007,**

**Andhra Pradesh, India.**

**Tel: +91-40-27002745**

**Fax: +91-40-27002746**

**E-mail: : [mdhgcl@gmail.com](mailto:mdhgcl@gmail.com), [cgmhgcl@gmail.com](mailto:cgmhgcl@gmail.com)**

**In the presence of**

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

**In the presence of**

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

***\* Contractor must affix its seal.***

## **SCHEDULE – I**

- Annexure-I:-** G.O. Ms. No. 92, MA&UD (I<sub>2</sub>) Dept., dt: 08-03-2011.
- Annexure-II:** Government of India, Gazette No. 838 (E), dt: 05-12-2008 & as per  
Government of India, Gazette No. 15 (E), dt: 12-1-2011.
- Annexure-III:-** Category wise Toll fee for the various segments of ORR.
- Annexure-IV: -** Exempted Vehicles:  
All state / Central Government Vehicles & as per Government of  
India, Gazette No. 950 (E), dt: 03-12-2010.

**SCHEDULE – II**

**Not Applicable**

**SCHEDULE -III**  
**FORM OF TECHNICAL BID**

From: Sr. No \_\_\_\_\_

Full Name: \_\_\_\_\_

Status : Reg. Partnership Firm/Cooperative Society /  
Limited Company

Address: \_\_\_\_\_

\_\_\_\_\_

(i) E-mail \_\_\_\_\_

(ii) Telephone Number \_\_\_\_\_

To

**Chief General Manager (Tech),  
Hyderabad Growth Corridor Limited,  
2nd Floor, HMDA Complex,  
Tarnaka, Secunderabad, 500 007,  
Andhra Pradesh, India.  
Tel: +91-40-27002745  
Fax: +91-40-27002746**

**E-mail: : [mdhgcl@gmail.com](mailto:mdhgcl@gmail.com), [cgmhgcl@gmail.com](mailto:cgmhgcl@gmail.com)**

**Sub: ----Bid for appointment as Contractor for User Fee Collection of USER Fee through user fee collecting agency on the basis of competitive bidding for the Nehru Orr stretch from Pedda Amberpet to Patancheru for a length of 79.462Km for the section from Km 96+650 to 153+612 (0+000) and 0+000 (153+612) to 22+500, and link road from Narsingi to Gachibowli(4.9km) Nehru ORR at Pedda Amberpet, Bongulur, Raviryal, Tukkuguda, Pedda Golconda, Shamshabad, Rajendranagar, APPA, Kokapet, Edulanagulapally, Patancheru and Nanakramguda Interchanges.**

Sir,

Pursuant to the Notice inviting bids issued by the HGCL, HYDERABAD GROWTH CORRIDOR LIMITED, .....Pin-..... (hereinafter referred to as “**the HGCL**”).

1. I / We hereby submit my / our bid for being appointed as your Contractor for a period of **18 (Eighteen) months** from the date of authorization by the HGCL for collection of User Fee for the said section of the Nehru ORR.
2. I / We have thoroughly read and understood the terms and conditions of bid invitation for being appointed as Contractor of the HGCL for the aforesaid purpose and the terms and conditions of the Contract and I / We hereby agree to duly abide by them.
3. I / We herewith enclose an amount of Rs. -----/ (Rupees ----- lakhs only) towards Bid Security as per Para 11 of Instruction to Bidders.
4. As per Para **1(ii) C** of the Instructions to Bidders, I / We hereby submit the following:
  - (i) Certified copy of Income Tax Clearance Certificate valid on the date of opening of the bids.
  - (ii) A statement showing net worth of the entity, for not less than Rs\*\*\*\*\* Crore (Rupees \*\*\*\*\* only) during the last financial year, certified by a firm of Chartered Accountants.
  - (iii) Certificate of enrollment of Chartered Accountants with ICAI.
  - (iv) Certified copy of solvency certificate issued after the date of bid Invitation Notice by 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) of Indian Operations for not less than Rs...../- lakhs (Rupees ..... only) . In case of a Co operative Society, and Company, value mentioned in the solvency certificate of the Partnership Firm Co operative Society, and Company and not of individual partners/Members/Directors, shall be taken into account.
- (a)\* In case of partnership firm an affidavit from the partners, that the bidder or its partners are not involved in any litigation with the NHAI, except any litigation pertaining to this bid.

- (b)\* In case of Company, a Board Resolution that that the bidder or any of its Directors are not involved in any litigation with the NHAI/HGCL, except any litigation pertaining to this bid.
- (c)\* In case of a Co-operative Society, an affidavit from its member that the bidder or any of its members are not involved in any litigation with the HGCL, except any litigation pertaining to this bid. In whichever case, if there are any pending disputes between the HGCL and the eligible bidder, details of the same shall be provided.
- (v) A Power of Attorney favoring the authorized representative from all the partners/Chief Executive/Secretary in case of any Society/Company, as the case may be, showing the HGCL delegated to the representative to submit/participate in the bid/bidding and to sign the Contract, in case of appointment.
- (vi) Bid security of Rs. .... lakhs/ (Rupees ..... only) in the form of an account payee Demand Draft drawn on 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) of Indian Operations. drawn in favour of **“HYDERABAD GROWTH CORRIDOR LIMITED”**, payable at HYDERABAD.
- (vii) An undertaking in the form provided under Appendix I Annex IV ‘Statement of User fee collection work – in – hand and for which bid has been submitted’.
- (viii) Certified copies of the qualification and experience certificate of key personnel’s with their CVs along with the number of personal to be engaged as per Schedule-V.
- (ix)\*\*\* In case the bidder is a Partnership Firm, attested copies of partnership deed with certificate of registration.
- (x)\*\*\* In case of a Cooperative Society, an attested copy of Bye-laws and Registration Certificate.
- (xi)\*\*\* In case of a Company, an attested copy of the Memorandum and Articles of Association enclosed with attested copy of the Certificate of Incorporation and Certificate of commencement of Business (if applicable).
- (xii) Certified copies showing experience in tolling and installation of tolling equipment.
- (xiii) Details of equipment proposed to be installed for Toll collection as per Schedule-VIII.

**\*\*\*Strike out, whichever is not applicable.**

5. I / We hereby state that the documents and information contained in the said documents referred in Para 3 above are true.

Yours faithfully,

Signature.

Name:

Name of Regd. Partnership Firm / Cooperative Society / Ltd. Company (whichever is applicable)

Date:

Designation:

Place:

Address:

**SCHEDULE – IV**  
**FORM OF FINANCIAL BID**

From: Sr. No \_\_\_\_\_

(i) Full Name: \_\_\_\_\_

Status : Reg. Partnership Firm /Cooperative Society / Limited Company

(ii) Address: \_\_\_\_\_  
\_\_\_\_\_

(iii) E-mail \_\_\_\_\_

(iv) Telephone Number \_\_\_\_\_

HGCL

**Chief General Manager (Tech),  
Hyderabad Growth Corridor Limited,  
2nd Floor, HMDA Complex,  
Tarnaka, Secunderabad, 500 007,  
Andhra Pradesh, India.  
Tel: +91-40-27002745  
Fax: +91-40-27002746  
E-mail: [mdhgcl@gmail.com](mailto:mdhgcl@gmail.com), [cgmhgcl@gmail.com](mailto:cgmhgcl@gmail.com)**

**Sub: Bid for appointment as Contractor for Collection of User Fee through user fee Collection of USER Fee through user fee collecting agency on the basis of competitive bidding for the Nehru ORR stretch from Pedda Amberpet to Patancheru for a length of 79.462Km for the section from Km 96+650 to 153+612 (0+000) and 0+000 (153+612) to 22+500 and link road from Narsingi to Gachibowli(4.9km) Nehru ORR at Pedda Amberpet, Bongulur, Raviryal, Tukkuguda, Pedda Golconda, Shamshabad, Rajendranagar, APPA, Kokapet, Edulanagulapally, Patancheru and Nanakramguda Interchanges.**

Sir,

Pursuant to the Notice inviting bids issued by the HGCL, HYDERABAD GROWTH CORRIDOR LIMITED. ....(hereinafter referred to as “**the HGCL**”).

1. I / We hereby submit my / our bid for being appointed as your Contractor for a period of **18 (Eighteen) months** (refer to clause 2) from the date of authorization by the HGCL for collection of User Fee for the said section of the Nehru ORR.
2. As per Clause 8 of the Instructions to bidders, I / We offer to pay the HGCL, the following sums as and by way of our offer as your Contractor for collection of User Fee on the said section of Nehru ORR during the aforesaid period as the case may be.

| S. No. | Period   | Total Amount Payable by the Bidder to the HGCL for the period mentioned in column B | Amount to be paid per Month in advance |
|--------|--|---|--|
| A.     | B.   | C.  | D.                                     |
| a)     | ( From ...../.../..... 00.00 hrs<br>to ...../.../..... 24.00 hrs)<br><br><b>18 (Eighteen) months</b> | Rs. .... / (..... in words)*  | Rs. .... /-<br>(..... in words)*       |

*\* the amount will change with the change in rates as per clause 5 of the contract.*

In case of any conflict (i) in amount at C & D, amount mentioned at D will be corrected in accordance with amount at C, and (ii) in words and figures, the amount stated in the words shall prevail.

3. I/We understand that HGCL has the right to hand over the User Fee Plaza(s)/User Fee booth(s) prior to 00.00 hrs on ...../.../..... after 00.00 hrs on (...../.../.....) in which event the initial contract will commence from date of such handling over. Accordingly, I/We understand that dates mentioned above are indicative only.
4. I /We understand that this offer is based on location of User Fee collection booths stated in the Bid Invitation Notice and collection can not be asked for from any other place/s, under any circumstance.
5. I/We have thoroughly read and understood the terms and conditions of bid invitation for being appointed as Contractor of the HGCL for the aforesaid purpose and the terms and conditions of the Contract, which in token thereof have been signed by me/us and are enclosed herewith. I/We hereby agree to duly abide by same.
6. In the event of my/our bid being accepted by you, I/We agree to furnish within 10 days from the date of the signing of “Letter of Acceptance”,

- (a) performance security of an amount equal to 1 (One) months agreed remittance i.e. Rs. \_\_\_\_\_ lakhs as per amount quoted at Clause 2 or an higher amount as agreed during the negotiations, in the form of Bank Draft payable at Delhi in favour of the “Managing Director, HYDERABAD GROWTH CORRIDOR LIMITED” drawn on any Nationalized Indian Bank /State Bank of India or its subsidiaries/IDBI/ICICI/ any RBI approved Scheduled Commercial Bank having net worth of more than Rs 500 crore. (Rupees Five Hundred crores) of Indian Operations
- (b) bank guarantee as per format prescribed by HYDERABAD GROWTH CORRIDOR LIMITED from any Nationalized Indian Bank /State Bank of India or its subsidiaries/IDBI/ICICI/ Export Import 64 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 of Indian Operations for Rs. \_\_\_\_\_ lacs (an amount equal to 2 (two) months agreed remittance) or a crossed account payee demand draft/ pay order drawn on 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) of Indian Operations in lieu of the bank guarantee, execute the Contract and have the same engrossed, as per applicable law, within the period respectively prescribed there in the instructions to the bidders.

7. The toll collection date as mentioned in column ‘B’ shall be **two** months from Letter of Acceptance **or the date of commencement of toll collection whichever is earlier**. In this 2 months period, I undertake to mobilize personnel and equipment for enabling me to commence toll collection from the date set upon in column ‘B’.

Yours faithfully,

Signature.

Name:

Name of sale Regd. Partnership Firm / Cooperative Society / Ltd. Company (if applicable)

Designation:

Address:

(Please affix seal)

Date:

Place:

### **Schedule-V**

[Reference clause 12 &13]

#### Key Personnel

| SI No | Designation at Plaza | Nos deployed for all Plazas (for all shifts) to be provided by the bidder | Essential Qualification   |
|-------|----------------------|---|---|
| 1.    | Plaza Manager        |   | BE/B.Tech in IT, computer science/ electronics & communication/ electronics from any govt. recognized university or MCA from any govt. recognized with MBA as additional qualification. Minimum 2 years post qualification experience in any commercial organization of repute                      |
| 2     | Security Officer     |   | Graduate in any discipline with minimum 10 years post qualification experience in relevant field in any govt or. private organization of repute or retired defense personnel of rank equivalent to Capt. or above. The officer can be from paramilitary forces also of the rank of Dy SP and above. |
| 3     | Accounts Officer     |   | Graduate in any discipline with minimum 10 years post qualification experience in relevant field or CA/ICWA/SAS with minimum 5 years post qualification experience in any govt or. private organization of repute   |

| SI No              | Designation at Plaza | No. per lane | No per shift (for all lanes) | Nos deployed per Plaza (for all shifts) | Essential Qualification   |
|--------------------|----------------------|--------------|------------------------------|---|---|
| <b>OTHER STAFF</b> |                      |              |                              |   |   |
| 1.                 | Shift In charge      |              |                              |   | Graduate in any discipline and a diploma in computing from a recognized institute of repute with minimum 2 years post qualification experience in relevant field or retired defense personnel of rank equivalent to ASO. or above. The officer can be from paramilitary forces also and the at least a diploma in computer application or equivalent from any govt. recognized institute in India |
| 2.                 | Accountant           |              |                              |   | Graduate in any discipline with minimum 5 years post qualification experience in any in any govt or. private organization of repute   |
| 3.                 | Toll Collector       | 1            |                              |   | 12th pass from any recognized board in India or retired defense personnel with operational knowledge of computer.   |
| 4.                 | Toll Attendant       | 1            |                              |   | 12th pass from any recognized board in India or retired defense personnel.  |
| 5.                 | Barrier man          |              |                              |   | 12th pass from any recognized board in India or retired defense personnel   |
| 6.                 | Channelizer          |              |                              |   | 12th pass from any recognized board in India or retired defense personnel   |
| 7.                 | Gun man              |              |                              |   | Retired defense personnel only.   |
| 8.                 | Electrician          |              |                              |   | 10th Standard pass from any recognized board of India with knowledge of the relevant field.   |
| 9.                 | Safaiwala            |              |                              |   | Experience in relevant field.   |
| 10.                | Mali                 |              |                              |   |   |
| 11.                | Peon                 |              |                              |   | 8th standard pass.  |
| 12.                | Total                |              |                              |   |   |

**Schedule-VI**

**[Reference clause 13 (b) of section- IV]**

**FORMAT FOR DETAILS OF PERSONNEL TO BE DEPLOYED AT EACH TOLL  
PLAZA**

(To be submitted within a week after issuance of LOA)

| <b><u>Sr.<br/>No.</u></b> | <b><u>Name &amp;<br/>Designation</u></b> | <b><u>Permanent<br/>Address<br/>&amp;<br/>ContactNo.</u></b> | <b><u>Correspondence<br/>Address &amp;<br/>Contact No.</u></b> | <b><u>Qualification &amp;<br/>experience(attested<br/>copy* of certificate<br/>are to be enclosed)</u></b> | <b><u>Recent<br/>Passport<br/>size photo<br/>graph.</u></b> | <b><u>Specimen<br/>sig.</u></b> |
|---------------------------|--|--|--|--|---|---------------------------------|
| <b><u>1.</u></b>          | <b><u>Plaza<br/>Manager</u></b>          | -  | -  | -  | -   | -                               |
| <b><u>2</u></b>           | <b><u>Security<br/>Officer</u></b>       | -  | -  | -  | -   | -                               |
| <b><u>3</u></b>           | <b><u>Accounts<br/>Officer</u></b>       | -  | -  | -  | -   | -                               |
| <b><u>4</u></b>           | <b><u>Shift<br/>Incharge</u></b>         | -  | -  | -  | -   | -                               |
| <b><u>5</u></b>           | <b><u>Accountant</u></b>                 | -  | -  | -  | -   | -                               |
| <b><u>6</u></b>           | <b><u>Toll<br/>Collector</u></b>         | -  | -  | -  | -   | -                               |
| <b><u>7</u></b>           | <b><u>Toll<br/>Attendant</u></b>         | -  | -  | -  | -   | -                               |
| <b><u>8</u></b>           | <b><u>Security<br/>Personnel</u></b>     | -  | -  | -  | -   | -                               |
| <b><u>9</u></b>           | <b><u>Gun man</u></b>                    | -  | -  | -  | -   | -                               |
| <b><u>10</u></b>          | <b><u>Safaiwala</u></b>                  | -  | -  | -  | -   | -                               |
| <b><u>11</u></b>          | <b><u>Peon</u></b>                       | -  | -  | -  | -   | -                               |

- Attestation has to be from a gazette officer or a 1st class magistrate (not from notary).

**Schedule-VII**  
**[Reference clause 23 (d)]**  
**MONTHLY USER FEE COLLECTION STATEMENT- PART-A FOR ALL EXITS**

| Entry<br>Plaza<br>No. | Volume | Toll Rate (Rs)                | Amount |
|-----------------------|--------|-------------------------------|--------|
| Exit No:-----         |        | Vehicle Type: CAR / JEEP /VAN |        |
| 1                     |        |                               |        |
| 2                     |        |                               |        |
|                       |        | Sub Total                     |        |
| Exit No:-----         |        | Vehicle Type: LCV             |        |
|                       |        |                               |        |
|                       |        |                               |        |
|                       |        | Sub Total                     |        |

**Schedule-VII**  
**[Reference clause 23 (d)]**  
**MONTHLY USER FEE COLLECTION STATEMENT- PART-B**

| <b>WEEKLY VEHICLE PASSING REPORT<br/>FOR THE MONTH OF .....</b> |                     |            |                  |                |              |
|---|---------------------|------------|------------------|----------------|--------------|
| <b>No of monthly passes</b>                                     | <b>Car/Jeep/Van</b> | <b>LCV</b> | <b>Truck/Bus</b> | <b>HCM/EME</b> | <b>Total</b> |
|   |                     |            |                  |                |              |
| <b>Type of Vehicles as per Notification provisions</b>          | <b>Car/Jeep/Van</b> | <b>LCV</b> | <b>Truck/Bus</b> | <b>MAV</b>     | <b>Total</b> |
|   | <b>Nos</b>          | <b>Nos</b> | <b>Nos</b>       | <b>Nos</b>     | <b>Nos</b>   |
| All types of single Entry                                       |                     |            |                  |                |              |
| Multiple entry  |                     |            |                  |                |              |
| Reusage of Multiple Entry Ticket                                |                     |            |                  |                |              |
| Reusage of Monthly passes                                       |                     |            |                  |                |              |
| Exempted etc..  |                     |            |                  |                |              |
| Grand Total   |                     |            |                  |                |              |

**Schedule-VIII**

Details of Tolling equipment required to be installed by the contractor.  
(The list shall be as per Tender)