

Corrigendum No. 2

formalizing the Clarification/Response of HRBC arising out of the
Pre-Bid meeting held on 01.08.2024 at 3 PM in the Conference Room of HRBC

“Collection of Toll at Vidyasagar Setu, Kolkata Including handling, operation, maintenance (existing and upgraded systems),
renewing and renovation, upgrading of existing electronically operated Toll Collection system as per requirement”

NieB No. HRBC/01/DIRPLDN/2024-2025 Dated 06.07.2024

Tender ID: 2024_HRBC_708080_1

Sl. No.	Queries raised by bidders	Sl. No.	Clarification/Response of HRBC
MEP Infrastructures Pvt. Ltd. (MIPL)			
1	What mode shall be adopted by the successful Toll contractor to issue 3000 nos. of VIP passes to the HRBC? Whether it is through Fastag or Smart card? <i>Ref: Clause No.9.0: Contractor's general obligation:</i>	1	Through Smartcards
2	What mechanism shall be adopted by HRBC for reimbursement for use of the additional trips obtained by VIP Passes issued by the successful Toll Contractor? (which are in addition to the VIP passes mentioned in clause 29.1) <i>Ref: Clause No.29.2: Exemptions & Concessions</i>	2	May be reimbursed on the basis of system-generated records of transactions of earmarked Smartcards issued under Clause 29.2.
3	Almost all the food items fall under Perishable category including Dairy, Poultry, Fishery, Bakery, Grains, Processed foods, unprocessed foods, Packed food, Unpacked food etc. We request HRBC to provide detailed explanation regarding the definition of "Perishable Foods" <i>Ref: Form IX- Vehicle category Perishable foods</i>	3	As per Govt. norms.
4	There was average 1,234 buses at Sr. 4 and average 989 Toll exempted Government buses at Sr.9 in 2021. We request HRBC to provide specific details of exempted buses such as Department/Authority. <i>Ref: Base Traffic Data</i>	4	Refer to Sl. 10 of Section B: Form - XI
5	We request HRBC to incorporate the scenario of impact on toll revenue due to Change in law by the State and/or Central Government or their subsidiary Departments. <i>Ref: HRBC's Risk (Clause 24.0)</i>	5	Cannot be ascertained at this point beyond the specific situation covered in Section C: Clause 28.

Sl. No.	Queries raised by bidders	Sl. No.	Clarification by HRBC
6	<p>We understand that 90% of additional revenue shall be paid to HRBC on account of variation of toll rates wherein the projected annual traffic volumes are derived based on the traffic data of current contractor for certain period as reference by HRBC.</p> <p>As a part of probable additional consideration money to be paid to HRBC, we as a contractor need to do sensitivity study of the same and therefore we request HRBC to provide the actual traffic data of PATH used by HRBC on which HRBC have applied seasonality factor to arrive at the Projected Annual Traffic Volume.</p> <p><i>Ref: Variation of toll rates (Clause 28.0) and calculation of additional amount of consideration money based on Estimated Future Annual Traffic Volume.</i></p>	6	Refer to Section A: Clause 6.
7	<p>We request HRBC to allow “Surety Insurance Bond” instead of submission of Performance Bank Guarantee for remaining two years.</p> <p>A Surety Bond is a risk transfer mechanism wherein an Insurer/surely provides a guarantee to a Beneficiary that the Contractor will meet his Contractual obligation.</p> <p>Also, In case the Contractor fails to deliver his promise, a monetary compensation is paid to the Beneficiary by the Insurer.</p> <p><i>Ref: FORM-III: Information to Bidders: Cl. 11 – Mode of Payment of Instalment (Annual)</i> <i>As per annual upfront payment quoted by the Bidder for respective years accepted by the Employer along with Tax Collection at Source (TCS). Upfront payment for all the years including T.C.S. shall be paid in the form of RTGS / NEFT in the bank account of HRBC. Along with the payment of upfront payment of 1st year, Bank Guarantee against payment of instalments for the balance two years valid for 39 months shall be deposited.</i></p> <p><i>Ref: FORM-III: Information to Bidders: Cl. 12.A – Upfront Payment of the 1st (first) Year being accepted by the Employer along with Tax Collection at Source (T.C.S.). To be paid within 15 days from the date of issue of LOI. Along with the above payment, TCS & Bank Guarantee for the payment in respect of balance two years shall be deposited as in SL (11) above.</i></p>	7	The condition stated in the Bid Document shall stand as it is.

Sl. No.	Queries raised by bidders	Sl. No.	Clarification by HRBC
SDM Ventures Pvt. Ltd.			
8	<p>We request HRBC to give vehicle classification and list of vehicles with vehicle numbers to whom VIP Passes are issued by current contractor. Let us know the list of vehicle categories to which additional passes to be issued if any. Please confirm that there are no free passes issued and to be issued to commercial vehicles.</p> <p>Also, we understood that on some of the occasions such as rallies organized by political/ non-political parties in Kolkata wherein Government authorities allow these vehicles to pass free of toll from Vidyasagar Setu without toll payment (Which are not part of vehicles mentioned in Form-XI). We request HRBC to provide method of calculating the reimbursement for such exemptions.</p> <p><i>Ref: List of categories of vehicles exempted for charging of Toll Tax "Sr.No.9: Vehicles issued with VIP Passes"</i></p>	8	<p>VIP Passes will have to be issued to Cars only and not to commercial vehicles.</p> <p>No scope of reimbursement in such cases.</p>
9	<p>We request HRBC to incorporate the Clause of Arbitration in the Bid Document as the Bid Document is silent on Arbitration.</p> <p>We suggest that in case of any disputes, the Contractor shall be given reasonable opportunity to represent his / their case. Also, in case of dispute the matters arising between the parties should be settled by Arbitration under and in accordance with the provision of Arbitration and Conciliation Act 1996 instead of referring the same to concerned Disputes Redressal Committee (DRC).</p> <p><i>Ref: Clause No.36.0: Resolution of Disputes by Dispute Redressal Committee (DRC)</i></p>	9	<p>Clause No. 36 remains unchanged.</p>
10	<p>The Contractor shall have the Contract engrossed, have the correct stamp duty adjudicated by the Inspector General of Registration, Kolkata and returned the same duly signed and executed to the Authority. It would be the sole responsibility of the Contractor to comply with the applicable laws in this regard and the cost thereof shall be borne by the Contractor is will also issue other VIP Passes as per recommendation of HRBC in addition to the free VIP Passes mentioned in Clause 29.1 above for which the cost of VIP Passes will be borne by the Contractor."</p> <p>We request HRBC to confirm the percentage of applicable Stamp Duty for this Contract.</p> <p><i>Ref: Clause No.37.0: Stamping and Engrossing</i></p>	10	<p>The existing Clause 37 is substituted by the following:</p> <p>The Contractor shall have the Contract engrossed, have the correct stamp duty adjudicated by the Collector (Stamps) or such competent authority appointed under the Indian Stamp Act, 1899 (as applicable in the State of West Bengal) and returned the same duly signed and executed to the Authority. It would be the sole responsibility of the Contractor to comply with the applicable laws in this regard and the cost thereof shall be borne by the Contractor.</p>

Sl. No.	Queries raised by bidders	Sl. No.	Clarification by HRBC
11	<p><i>Formation of Special Purpose Vehicle (SPV) for execution of the Project</i> The Central Government as well as State Government are allowing provisions in the Contract to incorporate appropriate Special Purpose Vehicle (SPV) under the Indian Companies Act 2013 to perform contractual obligation under the Contract Agreement. We request HRBC to allow successful Bidder to incorporate SPV for the execution of the Project.</p>	11	Not allowed.
12	<p>Clarification on IT/System related details:</p> <ol style="list-style-type: none"> Current System- How many lanes have FASTag system? Who is the System Integrator? How many years old the current System is? Which Bank is Acquiring bank for this project for Fastag operations? What are Acquiring charge % charged by the Bank? Who is bearing this cost? What are the Project Management Facility charges of NPCI, Issuer bank & IHMCL? Who is bearing this cost? At NHAI plazas, NHAI is bearing all the costs towards acquiring charges & PMF charges of Fastag transactions. We request HRBC to adapt same method for this project also. Who is the owner of Toll System situated at Toll Plaza, HRBC or Concessionaire? If system belongs to HRBC then can Successful Toll Contractor will get it for use as it is? If it belongs to existing Toll Contractor, then is it require to buy from them? 	12	<ol style="list-style-type: none"> Refer Table 1 of Section A: Clause 15.1.1.3 The Toll Contractor FASTAag system since May 2022 ICICI Bank. 0.5%. (Refer to Section A: Clause 1.2) Nil The conditions stated in bid document shall stand as it is. HRBC is the owner. The system hardware will be handed over to the successful bidder (Refer to Section C: Clause 9.1)
13	<p><i>Bid Due date: Bid Submission of Technical and Financial Proposal shall be submitted online till 29.07.2024; 13.00 hrs.</i></p> <p>We request HRBC to kindly extend the bid due date for further 15 days.</p>	13	Bid submission has been extended till 13.08.2024 by Corrigendum-1 dated 16.07.2024
14	<p><i>Request for Survey permission:</i></p> <p>We hereby request Authority to grant permission to grant traffic survey for 8 days for assessing the traffic volume on the Project Road. We hereby assure you that our survey activity will not affect the traffic movement on the Project Road and will not cause any Law & Order issue.</p>	14	Permission for Traffic Survey for 7 days was granted to all the bidders who had applied for.

Sl. No.	Queries raised by bidders	Sl. No.	Clarification by HRBC
Skylark Infra Engineering Pvt. Ltd.			
15	<p><i>We are writing to seek clarification on the requirements specified in Notice Inviting e-Bid technical criteria 5.1 (c) concerning the collection of user fees.</i></p> <p><i>According to Notice Inviting e-Bid technical criteria 5.1 (c): The bidder shall have experience of handling any single Toll Bridge/Toll Road at a single location in India, with a capacity to handle a minimum of 60,000 (sixty thousand) vehicles per day for a period of at least one year, at any time during the last 10 (ten) years.</i></p> <p><i>Our Concerns: Limited Toll Bridge/Toll Plaza Capacity in India:</i></p> <ul style="list-style-type: none"> <i>• Currently, there are limited toll plazas in India where the daily traffic volume reaches 60,000 (sixty thousand) vehicles per day for a continuous period of one year. This restriction significantly limits competition and could directly impact the revenue of the West Bengal Government.</i> <p><i>Request for Amendment:</i></p> <ul style="list-style-type: none"> <i>• In light of the above concerns, we kindly request that the restriction of 60,000 vehicles per day at a single plaza be revoked. We propose that other technical qualifications remain unchanged to ensure the selection of experienced companies.</i> 	15	The condition stipulated in the NIEB and Bid Document shall stand as it is.
Bholanath Rajpati Shukla			
16	<p>NHAI is the biggest TOLL FEE realizing agency in India, with over more than 400 Toll Plazas under its jurisdiction. Participation of Proprietorship Firm, Individuals and Joint Ventures are permitted in the tenders floated by NHAI. Thus, it is requested that participation of Proprietorship Firm, Individuals and Joint Ventures should be allowed as this would attract more bids in this tender.</p> <p><i>Ref: At the outset, the NIEB states that 'HRBC through Director (Pl & Dn), HRBC invites online e-Bids through online e-procurement portal of the Government of West Bengal, viz. https://wbtenders.gov.in from Companies registered under Company Act or Limited Liability Partnership Firms or Registered Partnership Firms, excluding Joint Ventures.'</i></p>	16	The condition stipulated in the NIEB and Bid Document shall stand as it is.

Sl. No.	Queries raised by bidders	Sl. No.	Clarification by HRBC
17	<p>We find this clause to be very restrictive and limit participation of more bidders. We do understand that 2nd Hooghly Bridge deals with huge quantum of Traffic every day, of which maximum vehicles plying through the Bridge Road are cars. This experience of handling 60,000 vehicles in a day, would have been important in the erstwhile era when Fastag was not functional and the Toll Charges were collected in Cash. This experience would have been useful to the HRBC to ascertain the swiftness and agility of the Toll Contractor to allow brisk passage of Traffic without causing Jam. Upon implementation of ETC the toll collection system has been automated and apprehension of causing Jam and Stalling of vehicles is eliminated.</p> <p>As per the base traffic data of February – March 2021 furnished by CRISIL, the daily vehicle count is 1,09,729 and the HRBC has sought experience in handling traffic of about 55% of the traffic data which sums up to 60,000 vehicles per day.</p> <p>Suggestion: - The average daily license fees sought by the HRBC is Rs. 28,22,466/ - (inclusive of TCS) per day for the 1st Year. Thus, instead of mandating experience of handling 60,000 vehicles per day, the Clause maybe modified and benchmarked upon monetary terms as ‘The bidder shall have experience of handling any single Toll Bridge/Toll Road at a single location in India having daily license fees of Rs. 15,52,367/ - per day for a period of minimum one year, any time during the last 10 (ten) years.’</p>	17	The condition stipulated in the NIEB and Bid Document shall stand as it is.
18	<p>We have observed the upfront payment clauses are incorporated in the tenders of Tolling, Operation, Maintenance and Transfer (TOT) Model wherein a stretch of road is given away for a period of 30 years. In these tenders, the successful bidder have to pay the about 40% to 50% of the total expected toll revenue upfront to the Authority and the balance revenue is retained by the successful bidder for Maintenance of the stretch of road. Such tenders are designed on a module of temporary lease model wherein the onus lies upon the contractor of all expenditure and income activities.</p> <p><i>Ref: Clause 7 of the NIEB states – Other Dominant Conditions of tender process:</i> <i>i) Mode of quoting offer and payment of upfront fee: The bidder shall quote for each year separately in the form of offer periodically revising the consideration amount based on annual growth/increment in traffic flow on the Toll Plaza. Upfront fee shall be paid annually in advance.</i></p>	18	The condition stipulated in the NIEB and Bid Document shall stand as it is.

Sl. No.	Queries raised by bidders	Sl. No.	Clarification by HRBC
18 Contd..	<p><i>ii) Bank Guarantee: To deposit Bank Guarantee for payment in respect of balance 2 (two) years along with the payment of upfront fee for the first year.'</i></p> <p>However, this tender is for toll collection only. Thus, seeking upfront annual payment maybe done away with as this would block the liquidity of a bidder. In fact, the HRBC still remains insured by the Bank Guarantee submitted by the successful bidder which is more than the annual license fees of the first year. Hence it is suggested that instead of seeking upfront annual license fees, monthly or quarterly advance license fees may be asked for.</p> <p>As a contractor, going by apple-to-apple comparison, if we participate in this tender, we are to block a liquid capital of Rs. 101 crores for a business turnover of Rs. 101 Crores in one year. However, if invest Rs. 101 Crores in NHAI Toll Collection Contracts, we would be able to generate a business turnover of about Rs. 1,212 Crores (101,00,00,000 X100 / 8.33) in one year. Similarly, priority and inclination of all prospective bidders would be to bid for NHAI tenders which would enable the bidders to generate 12 times the turnover as compared to this tender.</p> <p>Suggestion: - Thus, we request for seeking Bank Guarantee of maybe 25% to 30% of the Total Contract Value and introduce Advance License Fees Model on Monthly or Quarterly Basis, with provisions of 18% interest per annum on delayed payments.</p>		
SMS Limited			
19	<p>The bidder shall have experience of handling any single Toll Bridge/Toll Road at a single location in India having capacity to handle minimum 60,000 (sixty thousand) vehicles per day for a period of minimum one year, any time during the last 10 (ten) years. The total Vehicle per day as per the data provided in the tender at Vidyasagar Setu is 1,09,729 and out of which Non-toll able vehicle is 35,799. Therefore, actual toll able vehicle number is 73,930. We request you to kindly consider 50% of 73,930 vehicles per day i.e.36,965 vehicles per day for a period of minimum one year, any time during the last 10 (ten) years. Also we request you to consider "Vehicle" same as "Passenger Car Unit". Multiple toll collection points under single project will considered, Please confirm.</p>	19	The condition stipulated in the NIEB and Bid Document shall stand as it is.
20	<p>The bidder must have experience of operation of at least one Toll bridge or Toll road, having at least 12 (twelve) lanes with fully electronically operated Toll Collection system, at a single location in India involving collection of toll fees from vehicles for a period of minimum one year, during the last 10 (ten) years. We understand that a single location mean a single project which can have Multiple toll collection points. Please confirm.</p>	20	The condition stipulated in the NIEB and Bid Document shall stand as it is.

Sl. No.	Queries raised by bidders	Sl. No.	Clarification by HRBC
21	<p>Annual upfront payment for the 1st year along with Tax Collection at Source (TCS) shall be made. We request you to modify this to monthly / weekly installments instead of Annual upfront payment, which is normally considered in NHAI. The clause of one of NHAI toll tender is reproduced as below:</p> <p><i>Remittance of Agreed Amount: The User Fee shall be collected by the Successful Bidder and the agreed amount shall be remitted to the Authority on weekly basis, latest by Tuesday of every week by way of demand draft/pay order/RTGS, drawn in favour of the National Highway Authority of India.</i></p>	21	The condition stipulated in the NIEB and Bid Document shall stand as it is.
22	<p>Bank Guarantee against payment of installments for the balance two years valid for 39 months shall be deposited within 15 days of issue of LOI. The amount of BG is too high and we request you to keep an amount of BG to 5%, or 15 days, which is equivalent to a half month collection whichever is higher and which is normally considered by NHAI or other Government authorities. The clause of one of NHAI toll tender is reproduced as below:</p> <p>The successful Bidder shall furnish to the authority Performance Security consisting of a bank guarantee as per the format prescribed by Notional Highway Authority of India from any Nationalized Indian Bank/State Bank of India or its subsidiaries/IDBI/ ICICI/Export Import Bank/Foreign Bank with counter guarantee from any Nationalized Indian Bank or State Bank of India or its subsidiaries/any RBI approved Scheduled Commercial Bank having net worth of more than Rs. 500 Crore (Rupees Five Hundred Crores) from its Indian Operations for Rs. [*] (an amount equal to 15 day's agreed remittance), valid for a period of 14(fourteen) months from the date of LOA for due observance of the terms and conditions contained herein and the performance of its obligation as per the Contract to be entered into for 1 (one) year. The Bidder is at liberty to submit a crossed account payee demand draft/Pay order issued by a Scheduled Bank in India in lieu of the bank guarantee.</p>	22	The condition stipulated in the NIEB and Bid Document shall stand as it is.

The Corrigendum-2 as above is issued in terms of Section A: Clause 8 & 17 and will be a part of the Bid Document.

Sd/-
Director (Pl. & Dn.), HRBC