



OFFICE OF THE DIRECTOR LOCAL BODIES
(TOLL TAX DEPARTMENT)
14TH FLOOR, DR. BPM CIVIC CENTRE
MINTO ROAD, JLN MARG, NEW DELHI-02
E-mail ID: tolltaxsdmc@gmail.com
(PH- 011-23226422)



No: ADC/TT/HQ/SDMC/2020/D-1463

Dated : 06/05/2020

ADDENDUM-II

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

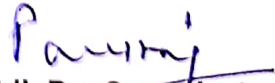
NIT No.: ADC/TT/HQ/SDMC/2020/D-1454 dated 28.04.2020.

Following are the amendment in Clause 12.1(A) in RFP document Vol.-III for kind consideration of all prospective bidders;-

S.No.	Existing clause	Amended clause
1.	12.1(A) of RFP document Vol.-III Toll Collection Contract Amount of RFP	<p>12.1(A) Toll Collection Contract Amount</p> <p>(a) The toll collection contract amount means the agreed / awarded amount payable by the Contractor to the SDMC for the due performance of the toll & ECC collection stated as the composite tender value in the Proposal and as confirmed in the LOI ("Toll Collection Contract Amount"). The Contractor shall pay the Toll Collection Contract amount to the SDMC by remittance on weekly basis through banks RTGS. The concessionaire shall remit the weekly amount to SDMC latest by 5:00 P.M. MONDAY of every week and if Monday happens to be a Bank holiday, then by next banking working day. This amount is payable in addition to weekly remittance of ECC amount.</p> <p>In case of delay of even one day in weekly remittance of agreed / awarded Toll Tax amount, SDMC shall be authorized simultaneously to en-cash the weekly post dated cheques (PDC) by depositing the post dated cheques in SDMC bank account. For delay of more than one day, the bidder is liable to pay the interest as specified in the RFP document. For calculating the weekly amount, the amount quoted for 01 years shall be divided by the number of weeks. The week should be counted from Monday to Sunday. In the case the number of days in the first and last week happens to be less than 7 days, then the concessionaire should deposit the amount proportionately.</p> <p>(b) In case of delay in remittance of weekly instalment due under the contract to SDMC beyond the fixed day shall result in levy of penalty @ 0.1% per day for first week and in case of a default, the default balance amount shall be recovered through encashment of Bank Guarantee. On account of repeated defaults in this regard, the Corporation shall have the right to terminate the contract forthwith, without assigning any reasons whatsoever. 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. Any such termination shall be without prejudice to any other right that the SDMC may have under this Agreement or any other law being in force.</p>

		<p>(c) In the event of termination of the Agreement in accordance with Clause 12.1(b), the possession and operation of the Site along with the SDMC's Facilities and Developed Facilities shall automatically stand transferred to the SDMC and the SDMC may appoint another Toll Collection Contractor at the cost and expenses of the Contractor.</p> <p>(d) It is expressly clarified and agreed that nothing in this Clause shall give the Contractor the right to claim set off of unrealised Contract Fee Instalments against the Cash Security or the Contract Performance Guarantee and the SDMC's right to set off the Cash security and/or encash the Contract Performance Guarantee shall not be affected in any manner whatsoever.</p> <p>NOTE-</p> <p>1) During the period of Force Meajure Event as per clause 15.2, the weekly post dated cheques (PDC) shall not be deposited by SDMC in its bank account subject to the condition that the contractor shall continue to deposit the actual amount collected during the period of Force Meajure event alongwith the traffic data to SDMC. However, if there will be any pending dues after settlement of Force Meajure claim of contractor as per amended clause 15.7 of RFP document Vol.-III issued vide Addendum-I dated 05.05.2020 and in case, pending dues is not desoposited by the contractor, within the specified period as communicated by the SDMC as per clause 12.5 of RFP document Vol.-III, in that case, the SDMC will en-cash the weekly post dated cheques (PDC) by depositing the post dated cheques in SDMC bank account and recover the pending dues.</p> <p>2) In case of expiry of PDC before the settlement of the claim, the contractor will be liable to revalidate the PDC.</p>
--	--	--

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


Addl. Dy. Commissioner
(Toll Tax Department)