



GOVERNMENT OF RAJASTHAN

**Rajasthan State Road Development & Construction
Corporation Ltd. Unit- Sirohi**

Unit Address - 43, Tulsi Nagar Colony, Ward No. – 1, Sirohi - 307001

HO Address: Setu Bhawan, Opposite Jhalana Doongri, Jaipur-Agra Bypass, Jaipur

**SELECTION OF BIDDER FOR COLLECTION OF USER FEE THROUGH
FEE COLLECTING AGENCY ON THE BASIS OF COMPETITIVE BIDDING
THROUGH E-PROCUREMENT BASIS ON
RSRDC ROAD**

“Bali-Pindwara BOT Road for a period of 01 year”

REQUEST FOR QUALIFICATION (RFQ) CUM REQUEST FOR PROPOSAL (RFP)

BID DOCUMENTS & CONDITIONS OF CONTRACT

October-2025

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DISCLAIMER

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

This RFQ cum RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFQ cum RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFQ cum RFP. This RFQ cum RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Tender. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFQ cum RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ cum RFP. The assumptions, assessments, statements and information contained in the Bidding Documents, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ cum RFP and obtain independent advice from appropriate sources.

Information provided in this RFQ cum RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

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

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

The issue of this RFQ cum RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Contractor, as the case may be, for the Toll

Collection work and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

Invitation for RFQ cum RFP

1. INTRODUCTION

1.1. Background

1.1.1(a) The **Rajasthan State Road Development & Construction Corporation Ltd.** (the “Authority”) is engaged in development, maintenance and management of Highways and as part of this endeavor, the Authority has decided to collect User Fee through the agency in respect of toll plazas of the project “**Bali-Pindwara BOT Road in the State of Rajasthan**” and has decided to carry out the bidding process on e-procurement basis for selection of the Bidder to whom the work of User Fee collection may be awarded. Brief particulars of the section are as follows:

S. No	Description	Annual Potential Collection	Period of Collection
(1)	(2)	(3)	(4)
	Toll Plaza Locations: -		
1	Highway 1- Bali Pindwara BOT Road Plaza-1 Chainage - 5/200 (Boya) Plaza-2 Chainage – 178/375 (Varaval) Plaza-3 Chainage – 200/485 (Amliya)	Rs. 253.30 Lacs	The contract shall be for a period of one year.

1.1.1(b) Deleted

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

1.1.3 Deleted

1.1.4 The interested firms may download the RFQ cum RFP from e-procurement website **w.e.f 19.05.2026 to 29.05.2026 up to 18.00 hrs.**

1.1.5 The firm that downloads the RFP document from the website will be required to pay the Tender Application Fee (non-refundable) of Rs. 10,000/- (Rupees Ten Thousand Only) plus GST for work amounting more than 1 Crore and Rs. 5,000/- (Rupees Five Thousand Only) plus GST for work amounting less than 1 Crore at the time of the submission of the Bid Proposal.

1.1.6 The method of payment will be through NEFT/RTGS/payable in favour of “**Project Director, RSRDC Ltd. Unit-Sirohi**”. The RFQ cum RFP will be invited through the e-tendering portal www.eproc@rajasthan.gov.in. Refer “Instruction to Bidders” for procedure for submission of RFP through e-procurement portal.

1.1.7 The authorized signatory holding power of attorney shall only be the digital signatory. In case authorized signatory holding power of attorney and digital signatory are not the same, the bid shall be considered as non-responsive.

- 1.1.8 The Bidders will be allowed to download the Bid documents upto 11.30 hrs of the bid on the Bid Due Date.
- 1.1.9 Bid documents comprising the bidding procedure and contract terms and conditions, are available for view and download from the e-tender portal www.eproc@rajasthan.gov.in by the Bidders without any cost. However, to participate in the bidding, Bidders are required to pay a non-refundable tender fee as mentioned in clause 1.1.5 towards the cost of Bid Documents which shall be submitted along with the Bid Documents by way of a NEFT/RTGS issued by a Scheduled Bank in India (except Indusind Bank) drawn in favour of the Authority and payable at Unit Office Location.
- 1.1.10 Bid documents can be downloaded from e-tender portal of www.eproc@rajasthan.gov.in upto 11.30 hrs. The amendments/clarifications to the bid document, if any, will be hosted on the website/e-portal www.eproc@rajasthan.gov.in
- 1.1.11 The Authority shall receive bids pursuant to this RFQ cum RFP in accordance with the terms set forth in this RFQ cum RFP and other documents to be provided by the Authority pursuant to this RFQ cum RFP, as modified, altered, amended, and clarified from time to time by the Authority (collectively the “Bidding Documents”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “Bid Due Date”).
- 1.1.12 Bidders have to upload the details of NEFT/RTGS towards the cost of Bid Document before the last date & time of availability of Bid Documents mentioned above at Clause 1.1.10, on the e-tendering portal, otherwise, it will not be possible for them to upload the e-tender documents on the e-tendering portal. Bidders are advised to upload their Bids well in time, to avoid last minutes rush on the server or complications in uploading. Authority, in any case, will not be responsible for any type of problem in uploading the Bid.
- 1.1.13 Online Submission of the Technical and Financial Bids after the Bid Due Date and time shall not be permitted. Time is displayed on e-procurement portal of IST (Indian Standard Time) shall be final and binding on Bidder. Bids are required to be submitted by Bidders, only as per the Standard Time and not the time as per their location/country.
- 1.1.14 In case of any problem with the submission of the Bid, the Bidder may have the assistance of the help desk or use the help manual given on the said website.

1.2. **Brief Description of Bidding Process**

- 1.2.1 The Authority has adopted a **single stage two envelope** process for the selection of the Bidder for the award of the work. The technical bid (the “**Technical Bid**”) consisting of the Bid documents along with company /establishment profile indicating the capability experience as mentioned herein and the financial bids (the “**Financial Bid**”) containing the amount quoted by the Bidder shall be submitted online in the prescribed format before the date and time specified herein. Only those Bidders whose Technical Bids are found to be responsive (**herein referred to as Technically Qualified Bidders**) in terms of this RFQ Cum RFP, included in the on-line opening of their Financial Bids. The technically qualified Bidders may send their Authorised Representative along with the authorization letter on the letterhead of the Bidder for participating in the online opening of the Financial

Bid. The date and time of opening of Financial Bids of such Bidders will be intimated to them separately by the Authority through e-portal. Financial Bids would be opened online. Only one representative of the Technically Qualified Bidder and who chooses to attend the online opening of the Financial Bids shall be allowed to attend the opening of the Financial Bids.

- 1.2.2 A Bidder is required to deposit, along with its Bid, a Bid Security of **Rs. 5,06,600/- (Rupees Five Lacs Six Thousand Six Hundred Only)** (2% of the Estimated Bid Price) (the “Bid Security”) in favor of **Project Director, RSRDC Ltd. Unit-Sirohi** refundable no later than 120 (One Hundred Twenty) days from the Bid Due Date, except in the case of the selected bidder whose Bid Security shall be retained till it has provided a Performance Security. The Bidders will have to provide Bid Security in the form of a NEFT/RTGS/IMPS only. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.3 Bids are invited for fee collection on the basis of the highest quote given by the Bidder for Annual Potential Collection. The Annual Potential Collection quoted shall constitute the sole criteria for evaluation of bids. Subject to Clause 2.10 the work will be awarded to the Bidder quoting the highest Annual Potential Collection. In this RFQ cum RFP, the term “Highest Bidder” shall mean the Bidder who is offering the highest Annual Potential Collection.
- 1.2.4 Generally the Highest Bidder shall be the Selected Bidder. The remaining bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFQ cum RFP be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either negotiates from the remaining bidders or annul the Bidding Process.
- 1.2.5 Since Toll Booths & allied structures and Electronic Toll collection systems (FASTag) have been constructed/ installed by RSRDC, RSRDC may take over possession of part of Toll Booth Infrastructure for use by RSRDC itself or through other agency, at any time during contract period of any toll tax collection contractor without explaining any reason to contractor.
- 1.2.6 Any queries or requests for additional information concerning the RFQ cum RFP shall be submitted in writing or by fax and e-mail to the officer designated in clause 1.2.7 below. The envelope/communication shall bear the following identification/title:

“Queries/Request for Additional Information: RFQ cum RFP “RSRDC Bali-Pindwara BOT Road”.

Address for Communication:

Project Director
RSRDC Ltd. Unit- Sirohi
House No. 43, Tulsi Nagar Colony
Ward No. - 1
Sirohi (Raj.) - 307001
9660116884 & pdrsrdcsirohi@gmail.com

1.3. Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule :

	Event Description	Date
1.	Last date for receiving queries	25.05.2026 at 11.00 Hrs.
2.	Pre-bid meeting	25.05.2026 at 11.00 Hrs.
3.	Authority response to queries latest by	25.05.2026 at 15.00 Hrs.
4.	Bid due date	29.05.2026 at 18.00 Hrs..
5.	Submission of Hard copy, if applicable	-
6.	Opening of bids	01.06.2026 at 11.00 Hrs.
7.	Letter of Award (LOA)	Within 60 days of Bid Due Date
8.	Validity of bids	120 Days of Bid Due Date

2. INSTRUCTIONS TO BIDDERS

2.1 General Terms of Bidding.

- 2.1.1 No Bidders shall submit more than one bid for the work. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFQ cum RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder here under shall continue to affect in addition to its obligations under the Contract Agreement.
- 2.1.3 The Bids should be furnished in the format at Appendix-1, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicating in words shall be taken into account.
- 2.1.4 The Bid shall consist of Annual Potential Collection to be quoted by the Bidder payable to the Authority on weekly basis as per terms and conditions of this RFQ cum RFP and provisions of the Contract Agreement.
- 2.1.5 The Bidder shall deposit a Bid Security of **Rs. 5,06,600/- (Rupees Five Lacs Six Thousand Six Hundred Only)** in favor of **Project Director, RSRDC Ltd. Unit-Sirohi** in accordance with the provisions of this RFP. The Bid Security shall be in the form of a NEFT/RTGS/IMPS acceptable to the Authority.
- 2.1.6 Deleted
- 2.1.7 Any condition of qualification or any other stipulation containing the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.8 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in the English language.
- 2.1.9 The documents including this RFQ cum RFP and all attached documents, provided by the Authority are and shall remain or becomes the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.9 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document, or any information provided along therewith.
- 2.1.10 This RFQ cum RFP is not transferable.
- 2.1.11 Any award of Contract pursuant to this RFQ cum RFP shall be subject to terms of Bidding Documents.

2.2 Cost of Bidding.

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

2.3 Site Visit and Verification of Information.

2.3.1 Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, locations, surroundings, climate, availability of power, applicable laws and regulations, and any other matter considered relevant by them.

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

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

2.3.3 The Authority shall not be liable for any omissions, mistake or error in respect of any of the above or on account of any matter or things arising out of or concerning or relating to RFP, the Bidding Documents or the Bidding process, including an error or mistakes therein or in any information or data given by the Authority.

2.4 Verification and Disqualification:

2.4.1 The Authority reserves the right to verify all statements, information, and documents submitted by the Bidder in response to the RFQ cum RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority, shall not relieve the Bidder of its obligation or liabilities hereunder nor will it affect any rights of the Authority thereunder.

- 2.4.2 The Authority reserves the right to reject any Bid and forfeit the Bid Security 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 Authority, the supplemental information sought by the Authority for evaluation of the Bid.

Such misrepresentation/ improper response shall lead to disqualification of the Bidder. If the Bidder is a consortium, then the entire consortium and each Member may be disqualified/ rejected. If such disqualification/ rejection occur after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

- (a) invite the remaining Bidder to submit their Bids in accordance with Clauses 3.3.3 and 3.3.4; or
 - (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.4.3 In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, contract, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made a 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 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 Authority to the Bidder, without the Authority be liable in any manner whatsoever to the Bidder. In such event, the Authority shall be entitled to forfeit and appropriate the Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or Contract Agreement, or otherwise.

2.5 Eligibility of Bidders.

- 2.5.1 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply :
- (i) The Bidder may be a
 - (a) Company registered under the Indian Companies Act, 1956/2013;
 - (b) Partnership Firm registered under the Indian Partnership Act, 1932;
 - (c) Partnership Firm registered under the Limited Liability Partnership Act, 2008;
 - (d) Cooperative Society/Ex-servicemen Society registered under any Cooperative Societies Act, 2001 (of any state in India) or under Multi-State Cooperative Societies Act, 2002 (of any state in India) or under Mutually Aided Cooperative Societies Act (of any state in India);
 - (e) Proprietary Firm; or

- (f) Individual.
- (g) A Wholly owned subsidiary of a Company registered in India of a Foreign Company having requisite experience. For considering the experience of the Parent Company, the subsidiary Company registered in India should provide the following undertaking from their Parent Company confirming thereby:
 - i. Perpetual and unconditional access to assets, intellectual property, expertise, personnel and facilities of the Parent Company to the Indian subsidiary ;
 - ii. Sharing of risks and profits of the Indian subsidiary by the Parent Company; and
 - iii. That the Parent Company has sufficient representation in the management of Indian subsidiary to control the activities of the Subsidiary company.
- (ii) Deleted.
- (iii) The entities/partners (in case of partnership firm) which were removed/debarred by PWD/RSRDC/RIDCOR/RSHA/NHAI/MORTH based on the basis of their performance in toll collection or any other assignment or for any other reason including fraudulent and corrupt practices etc. are not eligible to submit their Bids.
- (iv) The Bidder shall submit a “Bid” as a single entity. The consortium or joint ventures shall not be entitled to bid.

2.5.2 Qualification criteria for eligible bidders.

2.5.2.1 Financial Capacity:

A Bidder shall have

- (i) a minimum Net Worth of 10% of the Annual Potential Collection (APC) **Rs. 25,33,000/-(Rupees Twenty Five Lacs Thirty Three Thousand Only)** at the close of the preceding financial year.
- (ii) Deleted

Not with standing anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 months of the closing of the latest financial year of a bidder, it shall ignore such financial year for the purposes of its bid and furnish all its information and certification with reference to 1 (one) year or 3 (three) years, as the case may be, preceding its latest financial year.

For the avoidance of the doubt, the financial year shall for the purposes of a bidder here under, mean the accounting year followed by the bidder in the course of its normal business.

In the case of a Partnership firm/Proprietary firm, the net worth of the firm and not of the individual partners shall be considered. In the case of Individuals, the capacity of the individual for the applicable financial year shall be considered on the basis of a

valuation certificate from a registered valuer and certification of the same by a Chartered Accountant.

Note:(i)Cash Accruals shall mean Profit after Tax + Depreciation.

(ii) Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) Less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities not accounted for)

2.5.2.2 - Deleted.

2.5.2.3 - Deleted.

2.6 Preparation and Submission of Bids.

The Bidder shall provide all the information sought under this RFQ cum RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.

2.7 Documents to be submitted online with Technical and Financial Bid:

The Bidders shall upload scanned copy(ies) of the following documents along with its Technical Bid.

- (i) Copy of receipt of NEFT/RTGS/IMPS in favor of **Project Director, RSRDC Ltd. Unit-Sirohi**, payable at Unit office location towards the cost of the Bid Documents.
- (i) Copy of receipt of NEFT/RTGS/IMPS of **Rs. 5,06,600/- (Rupees Five Lacs Six Thousand Six Hundred Only)** in favor of **Project Director, RSRDC Ltd. Unit-Sirohi** towards Bid Security.
- (ii) To participate in the bidding, it is mandatory for the Bidders to register to have valid registration of their firm and to have an active user ID and password. Further, Tender Processing Fees for e-procurement portal in favour of **Project Director, RSRDC Ltd. Unit-Sirohi of Rs. 2000/- (Two Thousand Only)**.

Bidders who encounter system difficulties may reach the Help Desk at phone numbers and email addresses: Help Desk no. 0141 4022688 E-mail: eproc@rajasthan.gov.in

Bidders, who wish to participate in the bidding process, shall have to procure Digital Signature Certificate, as per the Information Technology Act 2000, which is a requisite in the digital signing of their electronic bids. Bidders can procure the same from any CCA approved certifying agency. Bidders are solely responsible for the safekeeping of their Digital Signature certificate. Bidders should also have a valid digital certificate issued by the national certificate authorities, which are also linked at the Employer's website described above. Online bids will have to be digitally signed and submitted in a Time stamped electronic sealed tender box on the above e-procurement website.

- (iii) Certificate(s) from its statutory auditors/chartered accountant firm (duly enrolled with ICAI) specifying the net worth and cash accruals of the Bidders, in the format provided in Annex II of Appendix I.
- (iv) In the case of an individual, a valuation certificate of the assets in the name of the individual duly certified by a registered valuer and certification of the same by the Chartered Accountants is required. The assets shall be valued at circle rate. In case circle rates are not available, the rates taken in any registration shall be considered and a copy of such registrations is to be provided. Copy of the Registration Certificate of the valuer shall be enclosed. The individual shall also give a declaration that all loans and liabilities have been considered for calculation of the Net Worth.
- (v) The Bidder shall attach copies of the balance sheets and financial statements for 3(three) years on the basis of which Cash Accrual and Net Worth have been calculated. The financial statements shall:
 - (a) Reflect the financial situation of the Bidder;
 - (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).
- (vi) Certified copy of latest income tax return duly acknowledged by the Income Tax Department.
- (vii) Certified copy of the certificate of enrollment of Chartered Accountants with ICAI.
- (viii) Certified copy of the registration certificate of the valuer.
- (ix) CIN Details
- (x) GST Registration.
- (xi) PF/EPF registration.
- (xii) Aadhar Card of Owner/Partners.
- (xiii) E Mail ID and Mobile Number of Agency/Owner for official correspondence.
- (xiv) PAN Card of Agency and all Partners/owner.
- (xv) Name of Partners/Promoters, along with their Shareholding ratio and UDIN issued by CA.
- (xvi) Deleted
- (xvii) Deleted
- (xviii) Power of Attorney duly notarized favouring the authorized 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 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. In case of individual/ proprietary firm, the copy of the photo I card (voter I card/ driving licence/passport,etc) shall be submitted duly attested by a gazetted officer in support of his identity and to verify the signature.

- (xix) Power of Attorney duly notarized favouring the authorized representative from the lead member of the Consortium.
- (xx) Certified copy of solvency certificate issued for the value not less than the required Net Worth for the plaza after the date of Bid by any Nationalized Indian Bank (except Indusind 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 a net worth of more than Rs 500 Crore (Rupees Five Hundred Crores) from its Indian Operations. The solvency certificate issued in the name of co-operative society/company/partnership firm/proprietary firm shall be taken into account and not the value mentioned in the solvency certificate issued to individual partners/members/directors. However, in the case of an individual, the solvency certificate issued in the name of the individual shall be considered.

Or

Certified copy of solvency certificate issued by the District Magistrate or his authorized representative duly countersigned by the District Magistrate for the value not less than the required Net Worth for the plaza in favour of the company/ partnership firm/society/proprietary firm/individual as the case may be, issued upto 4 years before the Bid submission date.

- (xxi) Affidavit from the Bidder that the Bidder is not involved in any litigation with the Authority as per format prescribed at Annex-VI of Appendix -I
 - (a)* In case of partnership firm an affidavit from all the partners, that the Bidder or its partners are not involved in any litigation with the Authority.
 - (b)* In case of a company, a Board Resolution that that the Bidder or any of its Directors are not involved in any litigation with the Authority.
 - (c)* In case of a co-operative society, an affidavit from its Authorised Signatory that the Bidder or any of its members are not involved in any litigation with the Authority.
 - (d) * In case of individual/ proprietary firm, an affidavit from the individual, that the Bidder is not involved in any litigation with the Authority.

In any case, if there is any pending dispute between the AUTHORITY and the eligible Bidder, details of the same shall be provided.

- (xxii) A statement in the form provided under Appendix I Annex IV ‘Statement of User fee collection work in hand and for which Bid has been submitted’.

- (xxiii) * In case the Bidder is a partnership firm, attested copies of the partnership deed with a certificate of registration.
- (xxiv) * In case of a cooperative society, an attested copy of Bye-laws and registration certificate.
- (xxv) * In case of a company, an attested copy of the Certificate of Incorporation and Certificate of Commencement of Business (if applicable).
- (xxvi) Technical Bid in the form annexed as Annex V of Appendix I.
- (xxvii) **Financial Bid in the form as provided on e-portal, the complete Bidding Document can be viewed/ downloaded by the Bidder from the e-procurement website. Bidders are required to download, print, fill-up, sign, and scan the bidding forms, for upload in the relevant envelopes on the above website. (As indicated, the forms must be completed without any alteration to the text and no substitute shall be accepted.)**
- (xxviii) Letter comprising the Bid in the format provided in Appendix I.
- (xxix) All relevant documents as mentioned at Cl. 2.5.2. “Qualification criteria for eligible bidders.” shall be submitted online with Technical and Financial bids.

Note:- The bid (Price Bid) duly signed should be submitted online.

2.8 Deleted.

2.9 Modification, Substitution or Withdrawal of Bids

- a) The Bidder may modify, substitute, or withdraw its Bid after submission through the e-tendering portal prior to Bid Due Date.
- b) No Bid shall be modified, substituted, or withdrawn by the Bidder on or after the Bid Due date.

2.9 (1) Provision on Changes in Constitution of the Company :

The bidder shall not make any change in its constitution, including but not limited to changes in ownership, management, composition of the Board of Directors, or legal status such as merger, takeover, acquisition, or amalgamation without obtaining prior written approval from the Company.

For obtaining such prior approval, the bidder shall submit an affidavit, duly signed by the authorized signatory and notarized by a public notary, clearly declaring the proposed changes along with all relevant supporting documents.

In addition, the authorized representative of the bidder shall personally appear before the designated officer of the Company for verification and submission of the affidavit and supporting documents.

Any change carried out without prior written approval, or failure to comply with the above conditions, shall result in disqualification of the bidder or termination of any ongoing process or contract, without any liability or obligation on the part of the Company. The

Company further reserves the right to reassess the bidder's eligibility in light of the proposed changes and to take appropriate action at its sole discretion.

2.10 Rejection of Bids

2.10.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to 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 therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids here under.

2.10.2 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any bid without assigning any reasons.

2.11 Clarifications during Bid Evaluation

(i) To facilitate the evaluation of Bids, the Authority 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 Authority 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 Authority 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 Authority.

(iii) No additional document shall be obtained/accepted from the Bidders after the opening of the Technical Bids.

2.12 Amendment of RFQ cum RFP

2.12.1 At any time prior to the Bid Due Date, the Authority may for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.

2.12.2 Any Addendum issued hereunder will be in writing and shall be hosted on e-portal.

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

2.13 Language of Bid

All correspondence and documentation related to the Bid exchanged between the Bidder and the Authority shall be in the English language.

2.14 Bid Due Date

2.14.1 Deleted.

2.14.2 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.12 uniformly for all Bidders.

2.15 Bid Validity

The 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 an extended period as is mutually agreed upon.

2.16 Late Bids

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

2.17 Bid Security

- 2.17.1 The Bidder shall furnish, as part of its Bid, a Bid Security referred to in Clauses 2.1.5 and 2.1.6 in the form of RTGS an account payee issued by a Nationalised / Scheduled Commercial Bank in India (except Indusind Bank) drawn in the favour of Authority and payable at **Project Director, RSRDC Ltd. Unit-Sirohi** The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free
- 2.17.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.17.3 Save and except as provided in Clauses 1.2.2 above, the bid security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by the Authority, and in any case within 120 (one hundred twenty) days from the Bid Due Date. Where the Bid Security has been paid by deposit, the refund thereof shall be in the form of account payee /RTGS in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given in the Bid.
- 2.17.4 The Selected Bidder's Bid Security will be returned, without any interest, upon furnishing the Performance Security by the Bidder in accordance with the provisions of this RFQ cum RFP. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of this RFQ cum RFP.
- 2.17.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter-alia in any of the events specified in Clause 2.17.6 herein below. The Bidder, by submitting its Bid pursuant to this RFQ cum RFP, shall be deemed to acknowledged and confirmed that the Authority will suffer loss and damage on account of withdraw of its Bid or for any other default by the bidder during the period of Bid Validity as specified in this RFQ cum RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.17.6 The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and as damages payable to the Authority for inter-alia, time cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority here under, or otherwise, under the following circumstances:

- (a) If a Bidder submits a non-responsive Bid;
 Subject, however, that in the event of encashment of Bid Security occurring due to operation of Para 2.17.6 (a) above, the damages so claimed by the Authority shall be restricted to 5% of the value of the Bid Security.
- (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFQ cum RFP
- (c) If a Bidder withdraws its Bid during the period of Bid Validity as specified in this RFQ cum RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- (d) If the Bidder does not accept the correction of the Bid price, pursuant to Clause 3.1.4
- (e) In the case of Selected Bidder, if it fails within the specified time limit
 - (i) to sign and return the duplicate copy of LOA; or
 - (ii) to furnish the Performance Security within the period of prescribed therefor in the RFQ cum RFP.

2.18 Performance Security

2.18.1 Within 15 (fifteen) days from the date of issuance of the LOA, the successful Bidder shall furnish to the authority Performance Security consisting of

- (a) a crossed account payee Demand Draft/pay **order in favour of Project Director, Unit-Sirohi**, an amount equal to one (1) month agreed remittance/APC issued by a **Nationalised / Scheduled Commercial Bank in India (except Indusind Bank), and payable at Unit Office location**,

and

- (b) a bank guarantee as per the format enclosed as Appendix-IV Schedule-VI prescribed by Authority from any Nationalized Indian Bank/State Bank of India or its subsidiaries/IDBI/ ICICI/Export-Import Bank/Foreign Bank with counter-guarantee from any Nationalized Indian Bank (except Indusind Bank) or State Bank of India or its subsidiaries/any RBI approved Scheduled Commercial Bank having a net worth of more than Rs. 500 Crore (Rupees Five Hundred Crores) from its Indian Operations for an amount equal to **10% of estimated realization or offer amount (whichever is higher)**, valid for a period of 16(Sixteen) months.The Bidder is at liberty to submit a crossed account payee /pay order issued by a Scheduled Bank in India in lieu of the bank guarantee.

If the successful Bidder desires that the Bid Security of **Rs. 5,06,600/-(Rupees Five Lacs Six Thousand Six Hundred Only)** 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.

(c) In addition to Performance Security, contractor will submit advance cheques for weekly installments of remittance/APC of entire contract period to the authority at the time of signing of agreement.

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

1. if the successful Bidder fails to sign the contract;
2. in case the Selected Bidder having signed the Contract Agreement commits any breach thereof

2.19 **Assessment of User Fee Revenue and Restriction on Place of Collection of User Fee:**

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

2.19.1 The existing infrastructure shall be handed over to the contractor. However, if needed, Contractor may enhance the infrastructure at his own cost with prior permission of the authority.

2.20 **USER FEE RATES:**

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

2.21 **REMITTANCE OF AGREED AMOUNT:**

The User Fee shall be collected by the successful Bidder and the agreed amount [refer Para H of preamble & clause 5 of the contract] shall be remitted to the Authority on weekly basis, latest by Tuesday of every week by way of /pay order/RTGS, drawn in favour of the Project Director, **Unit-Sirohi, payable** at Unit Office Location or as decided by the Authority.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids :

- 3.1.1 Opening and evaluation of Bids will be done through the online process. The Authority shall open online received bids on the Bid Due Date. The Authority will examine and evaluate the Bids in accordance with the provisions set out in section 3.
- 3.1.2. To facilitate the evaluation of bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 3.1.3 Bids having a quote of Annual Potential Collection less than the amount of Annual Potential Collection (APC) computed by Authority and mentioned in Clause 1.1.1 herein will be evaluated as per SOP for Toll Collection.

3.1.4 Correction of Errors:

Bids determined to be substantially responsive will be checked by the Authority for any arithmetical error(s). Error(s) will be corrected by the Authority as follows:

- a) Where there is any discrepancy between the amounts in figures and words, the amount in words shall prevail.
- b) Where there is a discrepancy between the total amount payable for a period and the amount to be paid per week, the total amount for that period shall prevail.
- c) For calculating the weekly amount, the amount quoted for 12 (Twelve) months shall be divided by the total number of days in the contract period and multiplied by 7 and shall be rounded off to the nearest one rupee.
- d) The amount stated in the Bid will be adjusted by the Authority in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected and the Bid Security will be forfeited.

3.2 Tests of responsiveness

- 3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFQ cum RFP. A Bid shall be considered responsive only if:
- (a) it is received as per the format in Appendix-I.
 - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.2.
 - (c) it is accompanied by the Bid Security specified in Clause 2.1.5.
 - (d) Deleted.
 - (e) it contains all the information (complete in all respects) as requested in this RFQ cum RFP;
 - (f) it contains information in formats same as those specified in this RFQ cum RFP;
 - (g) it does not contain any condition or qualification;

- (h) it is accompanied by all the documents required under this RFQ cum RFP;
- (i) it is accompanied by Solvency Certificate as per requirements of Annex V of Appendix I (Form of Technical Bid);
- (j) the authorized signatory holding Power of Attorney shall only be the Digital Signatory. In case authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.
- (k) it is not non-responsive in terms hereof.

3.2.2 The Authority 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 Authority in respect of such Bid.

3.3 Selection of Bidder

3.3.1 Subject to the provisions of Clause 2.10.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the highest Annual Potential Collection more than or equal to Annual Potential Collection offered to the Authority, shall be declared as the selected Bidder (the **“Selected Bidder”**). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids here under.

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

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

3.3.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.3.3, the Authority may, in its discretion, invite fresh Bids (the **“third round of bidding”**) except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be.

3.3.5 After selection, a Letter of Award (the **“LOA”**) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA meant acknowledgment thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to the extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of the failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

3.3.6 After acknowledgment of the LOA as aforesaid and submission of Performance Security by the Selected Bidder, it shall cause the Contractor to execute the Contract Agreement

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

3.4 Contacts during Bid Evaluation

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

3.5 Award of User Fee Collection Rights:

3.5.1 The Contract for User Fee collection rights will normally be for One year. However, in case of certain stretches going for DBOT, the Authority reserves the right to reduce the period of Contract without any compensation and in such cases of early termination of the contract, the total amount payable by the Contractor to the Authority will be proportionately modified depending upon the period. The successful Bidder may be required to furnish such additional information as may be required by the Authority.

3.6 Signing of Contract

After furnishing Performance Security to the Authority and within 3 (three) 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 5 (five) days 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, have the correct Stamp Duty adjudicated by the Inspector General of Registrations, Jaipur and return the same duly signed and executed to the Authority, as per the terms of Contract, unless exempted by any law for the time in force. Successful Bidder's failure to sign the contract within the period stipulated above shall result in forfeiture of the Performance Security.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Bidding Process and after the issue of the LOA and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Contract Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contractor Agreement.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 here in above and the rights and remedies which the Authority may have under the LOA or the Contract Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Contract Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or RFQ / RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Clause 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Contract Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating

to the Project or the LOA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;

- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conference of the Bidders shall be convened at Rajasthan State Road Development & Construction Corporation Ltd (RSRDC), Unit office on 25.05.2026 at 11:00 am. A maximum of two representatives of each Bidder shall be allowed to participate on the production of an authorization letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process..

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Rajasthan High Court at Jaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 The Authority, 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 Authority 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.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, 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 here under, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in in future.

Appendices

Appendix- I - Letter Comprising the Bid

(Refer Clauses 2.1.3 and 2.7)

To,
Project Director
Rajasthan State Road Development & Construction Corporation Ltd.

Sub: Bid for Collection of User Fee through User Fee Collecting Agency on the basis of Competitive Bidding through e-procurement at toll plazas situated on **"Bali-Pindwara BOT Road in the State of Rajasthan"**.

Dear Sir,

With reference to your RFQ cum RFP document dated, I/we, having examined the RFQ cum RFP document including amendments and addendums (if any) 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 V are 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 will abide by the rules and regulations and SOP of Collection of User Fee of RSRDC and the Gazette Notification of Government of Rajasthan (Rate of Fee), as applicable.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the eligibility conditions laid down in RFQ cum RFP..
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. 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.
7. I/ We declare that:
 - a) I/ We have examined and have no reservations to the RFQ cum RFP document, including any Addendum issued by the Authority.
 - 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 Authority or any other public sector enterprise or any government, Central or State; and

8. 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 RFQ cum RFP document.
9. I/We believe that I/we satisfy the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit this Bid.
10. 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 doubt on our ability to undertake the work or which relates to a grave offence that outrages the moral sense of the community.
11. 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)
12. I/ We further certify that no investigation by a regulatory authority is pending either against me/us or against my/our Associates / partners.
13. 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 RFQ cum RFP, we shall intimate the Authority of the same immediately.
14. The Statement of Legal Capacity as per the format provided at Annex-III in Appendix-I of the RFQ cum 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 from the Director duly authorized 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 the format provided at Appendix II and III (wherever applicable) of the RFQ cum RFP, are also enclosed.
15. 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 Authority 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
16. I/We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP document.
17. We also certify and confirm that the Bid is submitted in the prescribed formats without any addition/deviation/alteration and our bid is unconditional.

I/We certify that in terms of the RFQ cum RFP, my/our Net worth is Rs.[.....•]
(Rupees [.....•] only).

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFQ cum

RFP document.

Yours faithfully,

Date:

Place:

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

Name and seal of the Bidder

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/Proprietary firm/ individual 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 Authority:
 - (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 Clause 2.5.2)

Bidder Type	Net Cash Accruals			NET WORTH (Year ____) (In Rs. Crore)
	1 st Year	2 nd Year	3 rd Year	
*				

* Whether a Company, Partnership firm, a co-operative society, Proprietary Firm/ Individual.

ANNEX-III -STATEMENT OF LEGAL CAPACITY

Ref. Date:

To,

Project Director

Rajasthan State Road Development & Construction Corporation Ltd.

Unit- Sirohi

Dear Sir,

We hereby confirm that I/we satisfy the terms and conditions laid down 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 RFQ cum RFP. Further, the Authorized Signatory is vested with requisite powers to furnish such a letter and authenticate the same.

We further declare that:

1. We have not been declared ineligible by, NHAI or Ministry of Road Transport & Highways, Government of India, or any other agency for indulging in corrupt or fraudulent practices.
2. We also confirm that we have not been declared as non-performing or debarred by any Central or state government agencies.
3. We have not been blacklisted by a Central/ State Government institution/ Public Sector Undertaking/ Autonomous body under the administrative control of Central or any State Government and there has been no litigation with any Government Department/ PSU/ Autonomous body on account of similar services.
4. 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, as defined in the Contract Agreement, in respect of any tender or request for proposal issued by or any Contract entered into with any other Public Sector Enterprise or any Government, Central or State;
5. We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice.
6. We have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast doubt on our ability to undertake the subject work or which relates to a grave offense that outrages the moral sense of the community.
7. Neither the Bidder nor any of its Directors are the subject of criminal or civil proceedings that could be expected to adversely affect its business or its ability to bid in the present tender.
8. No investigation by a regulatory authority is pending either against us or against our Managing Director /CEO or Key Management Personnel or Designated Partner or any of

our directors/ managers/ employees
Thanking you,

Yours faithfully,

Authorized Signatory

For and on behalf of

ANNEX-IV- STATEMENT OF USER FEE COLLECTION WORK-IN HAND

(Reference Clause 2.7)

Statement of User Fee collection work-in hand of the Authority

(Attach supporting documents)

<i>Sr. No.</i>	<i>Name of section/ chainage</i>	<i>Name of Plaza</i>	<i>Name of concerned PD</i>	<i>Date of award</i>

Statement of User Fee collection work - bid submitted with the Authority

(Attach supporting documents)

<i>Sr. No.</i>	<i>Name of section/chainage</i>	<i>Name of Plaza</i>	<i>Name of PD</i>	<i>Status of award</i>

Annex-V- FORM OF TECHNICAL BID

[All pages of **technical bid** shall be serially numbered, signed, sealed, along with an index of submission]*

From: Sr. No _____

Full Name: _____

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

Address: _____

(i) E-mail _____

(ii) Telephone Number _____

To

Project Director

Rajasthan State Road Development & Construction Corporation Ltd.

Unit- Sirohi

Sub: ----Bid for Appointment as Contractor for User Fee Collection of user fee through user fee collecting agency on the basis of competitive bidding at toll plazas of the projects “Bali-Pindwara BOT Road road in the State of Rajasthan”.

Pursuant to the Notice inviting bids issued by the General Manager, Rajasthan State Road Development & Construction Corporation Ltd., (hereinafter referred to as “the Authority”).

1. I / We hereby submit my / our bid for being appointed as your Contractor for a period of 01 (one) year from the date of authorization by the Authority for collection of User Fee for the said section of the Highways.
2. I / We have thoroughly read and understood the terms and conditions of bid invitation for being appointed as Contractor of the Authority 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 transaction receipt of NEFT/RTGS/IMPS for an amount of **Rs. -----/ (Rupees ----- lakhs only)** payable at Unit Office Location towards Bid Security as per Clause 2.1.5 of the RFQ cum RFP.
4. As per Clause 2.7. I / We hereby submit the following:
 - (i) Certified copy of latest Income Tax return duly acknowledged by the Income Tax Department.
 - (ii) A statement showing net worth of the entity, for not less than Rs. _____Crore (Rupees _____ only) during the applicable financial year, certified by a firm of Chartered Accountants.

- (iii) Certificate of enrollment of Chartered Accountants with ICAI.
- (iv) Certified copy of the registration certificate of the valuer.
- (v) Certified copy of solvency certificate issued after the date of bid Invitation Notice by any Nationalized Indian Bank (except Indusind Bank) /State Bank of India or its subsidiaries/IDBI/ICICI/ Export-Import Bank/Foreign Bank with counter-guarantee from any Nationalized Indian Bank (except Indusind Bank) or State Bank of India or its subsidiaries /any RBI approved Scheduled Commercial Bank having a net worth of more than Rs 500 Crore (Rupees Five Hundred Crores) of Indian Operations for not less than Rs...../- lakhs (Rupees only). The solvency certificate issued in the name of Co-operative Society/ Company/ Partnership firm/ proprietary firm shall be taken into account and not the value mentioned in the solvency certificate issued to individual Partners/Members/Directors. However, in the case of an individual, the solvency certificate issued in the name of the individual shall be considered.

Or

Solvency certificate issued by the District Magistrate or his authorized representative duly countersigned by the District Magistrate for the value not less than the required Net Worth for the plaza in favour of the Company/ Partnership Firm/ Society/ Proprietary firm/ individual as the case may be, issued up to 2 years before the bid submission date.

- (vi) An affidavit from the bidder that the bidder is not involved in any litigation with the Authority
 - (a)* In case of partnership firm an affidavit from all the partners, that the bidder or its partners are not involved in any litigation with the Authority
 - (b)* In the case of Company, a Board Resolution that that the bidder or any of its Directors are not involved in any litigation with the Authority.
 - (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 Authority.
 - (d)* in case of individual/ proprietary firm, an affidavit from the individual, that the bidder is not involved in any litigation with the Authority.

In any case, if there are any pending disputes between the AUTHORITY and the eligible bidder, details of the same shall be provided.

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

- (vii) In the case of an individual, a valuation certificate of the assets in the name of the individual duly certified by a registered valuer and certification of the same by the Chartered Accountants is required. The assets shall be valued at circle rate. In case circle rates are not available, the rates taken in any registration shall

be considered and a copy of such registrations is to be provided. Copy of the Registration Certificate of the valuer shall be enclosed.

The individual shall also give a declaration that all loans and liabilities have been considered for calculation of the Net Worth.

- (viii) Power of Attorney favouring the authorized representative from all the partners/Chief Executive/Secretary in case of any Society/Company, as the case may be, showing the authority delegated to the representative to submit/participate in the bid/bidding and to sign the contract, in case of appointment. In case of individual/ proprietary firm the copy of the photo I card (voter I card/ driving licence/ passport etc) shall be submitted duly attested by a gazetted officer in support of his identity and to verify the signature.
- (ix) A Bid security of **Rs5,06,600/- (Rupees Five Lacs Six Thousand Six Hundred Only)** in the form of an account payee NEFT/RTGS/IMPS issued by a Scheduled Bank in India (except Indusind Bank) drawn in the favour of Authority and payable at Unit Office Location.
- (x) 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’.
- (xi)** In case the bidder is a Partnership Firm, attested copies of the partnership deed with a certificate of registration.
- (xii)** In the case of a Cooperative Society, an attested copy of Bye-laws and Registration Certificate.
- (xiii)** In case of a Company, an attested copy of the Certificate of Incorporation and Certificate of commencement of Business (if applicable)
- (xiv) Copies of the balance sheets and financial statements for 3 (three)years on the basis of which Cash Accrual and Net Worth have been calculated. The financial statements shall:
 - (a) reflect the financial situation of the bidder;
 - (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).
- (xv) Certificate of correctness of bid documents shall be submitted on a non judicial stamp paper of Rs. 1000/-. If bidder does not upload the certificate of correctness as mentioned above, he shall be considered non-responsive in technical bid evaluation.
- (xvi) Certificate from Toll Contractor for Toll Collection through FASTAG and

Safety, Security of FASTAG equipments on Rs 1000/- Non Judicial Stamp

Paper duly Notarised is to be submitted with bid. Recovery will be made from

Toll Contractor for any damage to FASTAG equipments.

6. I / We hereby state that the documents and information contained in the said documents referred to in para 5 above are true.

Yours faithfully,

Signature.

Name:

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

Date:

Designation:

Place:

Address:

ANNEX-VI-LITIGATION/ARBITRATION HISTORY**Affidavit (Litigation/Arbitration)****(Reference Clause – 2.7)****Litigation/Arbitration History****Name of Bidder:**

--

The Applicant should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution Clause I (C) (ii) & (iii) of Section - II.

Year	Award FOR or AGAINST Applicants	Name of Client Cause of Litigation and Matter in Dispute	Disputed Amount (Current Value in Indian Rs.)	Actual Awarded Amount in Indian Rs.

Note: In case of turnover in foreign currency, the figures are to be given in relevant currency, and figures in INR may be worked out as per the SBI BC selling rate prevalent on the last date of submission.

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING/EXPELLING OF TENDERER OR ABANDONMENT OF WORK BY TENDERER

1. (a) Has the Applicant or its constituent partners history of litigation awarded against him?

Yes	No
-----	----

(b) If yes, give details

--

2. (a) Has the Applicant or any of its Constituent Partners been debarred /expelled by any Agency in India, during the last 5 years as on the date of application, excepting on account of reasons other than non-performance, such as rescinding of Joint Venture due to Most Experienced Partner of Joint Venture pulling out, court directions leading to breaking of a joint Venture before the start of the work?

Yes	No
-----	----

(b) If yes, give details

--

3. (a) Has the Applicant or any of its Constituent Partners abandoned any contract work in India, during the last 5 years?

Yes	No
-----	----

(b) If yes, give details

--

4. (a) Has the Applicant, or any of its Constituent Partners, been declared bankrupt during the last 5 years?

Yes	No
-----	----

(b) If yes, give details, including present status

--

5. Has the Applicant, or any of its Constituent Partners, been debarred by AUTHORITY for as on the date of application?

Yes	No
-----	----

Note: If any information in this schedule is found to be incorrect or concealed, the prequalification application will be summarily rejected.

APPENDIX- II- Power of Attorney for signing of BID

(Refer Clause 2.8)

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 (here in after 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 "Authority") 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 Authority, representing us in all matters before the Authority, 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 Authority 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 Authority.

AND we hereby agree to ratify and confirm and do ratify and confirm all acts, deeds, and things lawfully done or caused to be done by our said Attorney pursuant to and in the exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in the 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)

(Notarised)

Person identified by me/ personally appeared before me/

signed before me/ Attested/ Authenticated*

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date: _____

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 are solution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power here under on behalf of the BIDDER.*

Appendix III- Deleted

(Refer Clause 2.8)

Appendix – IV-FORM OF CONTRACT

Preamble:--

(A) This Contract is made at....., on this the _____ day of _____ 2024 by and between the Project Director, Rajasthan State Road Development & Construction Corporation Ltd., **Unit-Sirohi** hereinafter referred to as “**the Authority**” (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)

AND

(a)* M/s _____, a Company incorporated under the Indian Companies Act, 1956/ 2013 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 here in before 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 here in before 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, 2001 (of any State in India)/Multi State Cooperative Societies Act, 2002 (39 of 2002) / Ex-servicemen Society/ Mutually Aided Cooperative Society registered under Cooperative Societies Act (of any state in India) under, _____ (**mention the name of the State**) Cooperative Society Act having its Registered Office at _____ (*mention full address*) and having registration No. _____ dt. _____.

Or

(e) M/s -----, a proprietary firm carrying on its business under the name and style as here in before mentioned and having its principal office at _____ (*mention full address*) and having Registration No. _____ dt. _____.

Or

(f) -----(individual) having its **permanent** address ----- (mention full address) and place of business ----- (mention full address) 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 assigns) of the **SECOND PART**.

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

(B) **Deleted**

(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

- (c) AND WHEREAS the Contractor undertakes to get itself licensed and/or registered with the appropriate authority under the relevant laws mentioned above and shall furnish necessary proof in this regard within 7 days of the signing of this contract.

()# *Strikeout, 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 Authority is empowered under the provisions in the exercise of the powers conferred by section 18 read with section 102 of Rajasthan State Highway Act 2014 (Act no. 22 of 2015)/ relevant section of Rajasthan Road Development Act, 2002. The Authority is desirous of engaging the Contractor to collect User Fees only at **03 toll plazas located at Bali-Pindwara BOT Road in the State of Rajasthan** .

Highway No	Name of Road	Toll Plaza Location (Design Chainage)
SH-62 & 62 A	Bali Pindwara BOT Road	5/200 (Boya)
		178/375 (Varawal)
		200/485 (Amliya)

(G) (a) AND WHEREAS the Authority invited bids from interested entrepreneurs for collection of USER Fee for the use of the said Section of Highways for a period of One year. The Contractor is one of those bidders who submitted bid and quoted in its offer that, in lieu of transferring State Government’s User Fee collection rights for the said Section of the Highways for the aforementioned period, the Contractor shall remit the following amount to the Authority so as to be received by the Authority latest by -----**TUESDAY** of every week and if Tuesday happens to be a BANK Holiday, then by NEXT bank working

day as indicated below by way of a pay order/ RTGS transfer for the said section of State Highway **Or** the said bridge. The remittance shall be as follows:

S. No.	Period	Total Amount Payable by the Bidder to the Authority for the period mentioned in column B	Amount to be paid per week
A.	B.	C.	D.
a)	(From DD/MM/YYYY 8.00 hrs to DD/MM/YYYY 8.00 hrs) * One year	Rs. _____/- (_____ in words)* - - -	Rs. _____/- (_____ in words)* - - -

For calculating the weekly amount, the amount applicable as per contract for the concerned year shall be divided by the number of days in the corresponding year (365 or 366 as the case may be) and multiplied by 7.

- **the week shall be counted from Monday to Sunday. In case the number of days in the first and last week happens to be less than 7 days, then the bidder will deposit the amount proportionately.**
- **The amount quoted above shall be exclusive of the TCS. Any tax and service charges, as applicable shall be borne by the bidder over and above the quoted amount.**

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

(H) (b) In case of non-operation of any Toll Plaza located on the said highways due to Force Majeure, the Contractor shall deposit the agreed Remittance excluding the amount of estimated Collection on non-operating specific Toll Plaza on per day basis for respective number of days in which Toll Plaza was non-operational inclusive of all expenses involved for toll maintenance due to its non-operation as follows:

S. No.	Name of Highway	Toll Plaza Name/Chainage	Estimated Potential Collection (% of Total)	
1	SH-62 & 62 A	5/200 (Boya)
		178/375 (Varawal)
		200/485 (Amliya)
Total			100%	...

(H) **AND WHEREAS** the Contractor has authorized Sh. / Smt. _____, S/o or D/o _____, who is _____(Partner/Director/Member) of the Contractor to enter into this contract with the Authority. (*Enclose the proof of authorization clearly stating relation of the person authorized, with the Contractor*)

(I) **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 Authority.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. ENGAGEMENT OF CONTRACTOR:

In consideration of the premises, the Authority hereby engages the Party of the Second Part as the Contractor and the Contractor do hereby agrees to act as the Contractor of the Authority for collection of USER Fee for the use of the said Section of State Highways.

2. PERIOD OF CONTRACT:

(i) “The Contract shall be for a period of months beginning on [insert date] from _____ (8.00 hrs.) to _____(8.00 hrs.), (hereinafter referred to as “**One year**”)

OR

till the plaza is handed over to the other collection agency (OMT Concessionaire/BOT Concessionaire etc.) as per directions issued by AUTHORITY, whichever is earlier.” However, in case of certain stretches going for BOT/OMT, the Authority reserves the right to reduce the period of the contract without any compensation and in such cases of early termination of the contract, the total amount payable by the bidder to the Authority will be proportionately modified depending upon the period.

Note: The Start Date of the Contract shall be within 2 days from the date of signing of the Contract Agreement or the date indicated by the Authority in LOA.

(ii) The period of the contract shall be one year. However, in case of urgency, the Authority reserves the right to increase the contract period.

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 Rajasthan State Government vide Rajasthan Road Development Act 2002/ Rajasthan State Highway Act, 2014 (Rajasthan State Highway Fee Rules, 2015) and further ammendment & addendum/circular etc, for the use of the said Section of the Highways and in strict compliance with the provisions of the notification as the case may be. 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 10 (ten) % in a year), in the draft notification and the officially published notification, at the sole discretion of the Authority, the 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 30 days prior notice in writing.

- (b) The Contractor specifically undertakes not to claim during the 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 vehicle. The decision of the Authority on such matter shall be final and binding.
- (d) Deleted

4. COLLECTION ONLY AT PRESCRIBED RATE:

The Contractor shall ensure that under no circumstances, USER Fee in excess of the prescribed rate or without the issuance of receipt in the format including the condition of such receipts being bilingual or tri lingual, prescribed by the Authority 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 State Government to modify, change, or vary the rate of USER Fee to be levied or conditions for the collection of USER Fee, or both are hereby reserved.
- (b) Revised remittance on the annual increase of user fee rate due to change in toll rates by the Government.
- (c) 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 State Government, the amount payable by the Contractor to the Authority for the period from which such variation 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 here under.

The amount to be increased shall be worked out based on:

- i) Total collection worked out considering the traffic during 12 calendar months immediately proceeding the month from which the variation is effected or the actual period of collection, whichever is less, on the basis of existing rates.
- ii) Total collection worked out considering the same volume of traffic on the basis of the revised fee rates
- iii) Percentage change between (i) and (ii) would be applied to remittance immediately prior to such revision in fee rates to working out the revised amount payable to the Authority.

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 the current month for immediate purposes. At a later stage, the effect would be re-calculated on the basis of actual collection for six months or of the remaining tenure of the Contractor whichever is earlier. For this purpose, the Contractor would submit a monthly collection statement to the Authority for the effected period in the format suggested by Authority. For this purpose, the Authority would have full liberty to check by any means or method whether the collection given is the actual one.

Provided that, any modification, change or variation in the conditions for the collection of USER Fee (including towards concession/rebate to the frequent short distance travelers by any scheme or for any specific purpose) shall, as far as possible, be effected by mutual discussions between the Contractor and the Authority with regard to the consequential adjustment in the amount payable by the Contractor to the Authority 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 36 of this Contract.

- (d) The proposal of revised remittance alongwith the supporting calculations shall be submitted by the Contractor to the Authority atleast 7 days prior to the actual application date. The Authority will give approval within 7 days. In case of delay in the approval of the Authority, the contractor shall deposit the revised remittance from applicable dates as per their own proposal on revised remittance, and the difference, if any, found later as per approved remittance by the Authority, shall be deposited by the contractor along with interest @ 12% p.a. within 7 days from date of approval of the revised remittance by the Authority.
- (e) Provided that any modification, change or variation in the conditions for collection of user fee (including towards concession/ rebate to the frequent short distance travelers by any scheme or for any specific purpose) shall, as far as, possible, be effected by mutual discussion between the Contractor and the Authority with regards to the consequential adjustment in the amount payable by the Contractor to the Authority giving due regards to the procedure set out in clause 5(c) above and in the event of failure to arrive at an agreement on this issue, the decision of the Authority shall be implemented and the Contractor shall be at liberty to refer the dispute to Arbitration as per Clause 28.

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 Authority in writing which may be even at variance from the dates mentioned elsewhere and terminate on expiry of one year. 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 Authority; and (ii) The Authority does not inform about the completion of the said section of the Highway or the said bridge for which the USER Fee is to be collected. The Authority can also change any date communicated earlier for the 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 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 twelve months (Refer to Clause 2) reckoned from the date as communicated by the Authority 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 agreement.

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 Authority or by the State Government of Rajasthan. 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 Rajasthan State Government vide Rajasthan Road Development Act 2002/ Rajasthan State Highway Act, 2014 (Rajasthan State Highway Fee Rules, 2015) and further ammendment & addendum/circular etc, as the case may be, shall be honoured by the Contractor.
- (c) The Contractor shall ensure to provide monthly and daily pass for multiple journeys in accordance with the provision in the Notification appended in Schedule--I and, Rajasthan State Government vide Rajasthan Road Development Act 2002/ Rajasthan State Highway Act, 2014 (Rajasthan State Highway Fee Rules, 2015) and further ammendment & addendum/circular etc, as the case may be. Incase of any dispute about the eligibility of any user about a particular concession or about the operating procedure, the decision of the Authority concerned or his authorized representative shall be final and binding.
- (d) If the Authority is satisfied that exemption or concession available to an otherwise eligible user for whatsoever reason, has been denied, the Contractor shall be liable to pay 100 (Hundred) times of the value of USER Fee charged from such

eligible user as a penalty within 7 days of the issue of a notice by the PD in this regard.

- (e) On Duty Vehicles of RSRDC/ Vehicles engaged by RSRDC/ Vehicles of any agency engaged by RSRDC for Construction. Operations and Maintenance of the Highway/ Building projects or any other activity, shall be exempted from toll tax collection.

8. PLACE OF COLLECTION:

The Contractor shall collect User Fees only at
Highway 1- SH-62 & 62 A

- i. Design Chainage- 5/200
- ii. Design Chainage- 178/375
- iii. Design Chainage- 200/485

- (a). Where permanent USER Fee Collection Booth(s) are put up by the Authority. Such a booth(s)/plaza/plaza area cannot be used or allowed by the Contractor to be used by others for any other purpose; including for the sale of any commodity or advertisement.
Any advertisement in the plaza area is strictly prohibited. Any deviation will be treated as non-compliance and action shall be taken either under Clause 17 (c) or under Clause 36(4).
- (b). The Contractor undertakes not to demand any additional place for collection of USER Fee or 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 Authority in this regard shall be final and binding.
- (c). The Authority reserves the right to change the location of the collection point including the right of addition, removal, and merger of the number of USER Fee collection points as notified through fee notification from time to time. In case of a plaza being closed by any of such notification, the contract shall become to an end and the performance guarantee of the contractor shall be refunded in compliance with other provisions of the contract in this regard.

9. DIVERSIONS:

- (a) The Contractor has surveyed the said Sections of the Highways and surrounding area including any access or diversion(s) and the Contractor has submitted its bid taking into consideration all such access or diversion(s) or any diversion of traffic due to deterioration in road conditions or closure of the road for maintenance work, whether existing or likely to come 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, he shall not make any claim for any decrease in traffic on the ground of diversion of the traffic as per clause 9(a) above, even if such diversion did not exist at the time of submission of the bid by the Contractor.

- (c) The Contractor will not be entitled to (a) close; and (b) demand closure by any authority whatsoever, of any lateral entry to the said section of the Highway for which USER Fee is to be collected. The Contractor recognizes that all tollable traffic on the said section may not pass through the USER Fee collection booth or USER Fee plaza.

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

- (a) The Authority shall endeavor to hand over the USER Fee Plaza collection booths (DD/MM/YYYY) at 8.00 hrs on signing the contract to the Contractor for the purpose of USER Fee collection on the said Section of the Highway.
- (b) The Authority 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 Authority 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 to the 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 alongwith the obligation of the total amount payable by the Contractor to the Authority as mentioned under column B (i.e. Period) & C (i.e. total amount payable by the contractor to the Authority) of the table mentioned earlier shall remain same and commence from the date and time of actual handing over the User Fee plaza.
- (e) The Contractor shall handover the User Fee Plaza(s) on 8.00 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 8.00 hrs of the following day of the completion period of the Contractor in case of termination of the Contract on the last day and the time given in the notice for termination to the Authority together with all the equipments, facilities and articles in good condition, the Contractor shall be liable to pay, to the authority a penalty equal to twice the average amount, arrived on the basis of the quoted amount in the bid, for each day in addition to payment of proportionate User Fee at the Contract rate for the period of overstay. The Contractor shall also be liable to pay to the Authority such cost of infrastructural facilities, equipment, and all other articles as are not in good condition or may be fixed by the Authority, PD/ Authority whose decision in the matter shall be final.
- (g) Upon expiry of contract period/termination within 7 days, the Contractor shall submit a statement giving details of payments of weekly remittances and TCS during the entire contract period along with delay (if any) and calculation of interest and penalty for delay in depositing the remittances, etc, for settlement of all accounts of the Contractor and issuance of "No objection Certificate" by the Authority. No dues certificate shall be issued not later and within 7 days after settlement of the accounts.

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 Authority, 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 the size of letters being such that it is easy for drivers to read. The display boards shall be provided by the Authority.
- (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 the 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 Authority to ensure efficient management of entire operations, including the free flow of traffic, in or around the plaza including in the User Fee collection booths.

The number, qualification & experience of personnel to be deployed should be in accordance for smooth functioning of toll plaza. The Authority reserves the right to serve directions for the purpose of User Fee Collection for ensuring the 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 the highest integrity, punctual, well dressed, well-behaved. and of qualification & adequate experience.
- (b) The Contractor shall furnish to the Authority a list, in addition to the list of key personnel, of persons deployed for the purpose of discharging its obligations under the Contract, containing all the details like their educational qualifications, experience, training underwent, good health, good character **along with Character Verification Certificate issued by the police department**, personal residential addresses, telephonenumber, copy of Aadhar Card and recent photographs. The required details for key personals shall be submitted to the the Project Director, RSRDC Office along with other staff before signing of the contract.
- (c) The uniform of the personnel deployed shall necessarily bear the name of the individual and the name of the Contractor. Navy blue Trousers and sky blue check shirt will be the uniform for collection staff for summer. In winter navy blue pullover, warm navy blue trousers and sky blue check shirt will be the uniform of the collection staff. Shoes and socks should be Black. The shirt should bear the name of the agency and the employee displayed in embroidery in a readable size.
- (d) The Authority 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 Authority 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 the public and shall observe strict discipline and decency in their behavior.
- (f) The Authority 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 Authority.
- (g) The Contractor specifically agrees that the personnel deployed by it, will not in any way claim employment with the Authority. 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, permission for the replacement of key personnel/ other staff will be obtained from the PD concerned in advance. The PD, if satisfied with the reasons submitted to him, may allow such replacement after verifying the CVs.
- (i) The Authority has installed Fastag systems for the USER Fee collection system. The contractor shall extend full co-operation in operation and maintenance of such a system and will be bound by the advice of the authority in this regard.
- (j) Deleted
- (k) In case of non-deployment of key personnel by the Contractor as per the requirements for smooth functions of toll plaza. The Authority reserves the right to levy liquidated damages @ 1% of the Contract Amount per week for the period of delay in deployment of the key personnel. In case the key personnel is not deployed for the period beyond 30 (thirty) days, the Authority may, in addition to the liquidated damages, initiate strict penal action against the Contractor.

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 Authority 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 Authority 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 Authority shall be entitled to adjust the same from the Performance Security and pay such statutory dues to the appropriate authority. The Contractor shall replenish the Performance Security within 7 (seven) days of the notice by the Authority. The decision of the Authority in this regard shall be final and binding on the Contractor.

15. PROVISION OF INFRASTRUCTURE:

- (a) The existing infrastructure shall be handed over to the contractor.
- (b) However, if needed, Contractor may enhance the infrastructure at his own cost with prior permission of the authority.
- (c) The equipments of such facilities once provided by the Authority shall be carefully used with the responsibility of the Contractor.
- (d) 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 Authority in the matter of its format or size or language.
- (e) An inventory (along with the condition and present book value) of infrastructural facility /equipment, and all other articles (properties of AUTHORITY only) shall be prepared and duly signed by both the parties at the time of handing over or taking over of the User Fee Plaza(s). All rental articles/equipments shall be returned immediately after handling over the plaza to the Contractor and no rent shall be paid thereafter.
- (f) The Contractor shall abide by all the instructions issued by the Authority 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.
- (g) Deleted
- (h) RSRDC has commissioned FASTag at all toll plazas. The applicable Programme Management Fee, if any, for the electronic toll collected (fixed by RSRDC with IHMCL/NPCI/Acquiring Entity/Issuing Entities, which may be revised by IHMCL from time to time) shall be borne by RSRDC.
- (i) Toll Collecting Contractor shall be bound to implement FASTag systems on the road. **The actual fee paid to the acquiring bank shall be borne by the Toll Collecting Contractor.**
- (j) Contractor to keep Carriageway Obstruction Free. It shall be the responsibility of contractor to remove garbage/accidental vehicles/dead animals etc from the surface of carriageway at his own cost.

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 the booth, cash in the chest, and cash in transit. The expenditure incurred for procuring such insurance shall be borne by the Contractor alone.
- (b) As per the instruction of the Authority the Contractor shall also arrange adequate Insurance cover at its own cost favoring the Authority, for all the properties handed over by the Authority for comprehensive risk.

17. PERFORMANCE SECURITY:

(a) The successful Bidder shall furnish to the authority Performance Security consisting of (a) a crossed account payee /pay order, (an amount equal to one (1) month's agreed remittance) issued by a Scheduled Bank in India (except Indusind Bank), drawn in favour of the Authority and payable at Unit office location and (b) a bank guarantee amenities an amount equal to **10% of estimated realization or offer amount (whichever is higher)**, as per the format enclosed as Appendix-IV Schedule-VI prescribed by Authority of India from any Nationalized Indian Bank (except Indusind 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 a net worth of more than Rs. 500 Crore (Rupees Five Hundred Crores) from its Indian Operations for an amount equal to **10% of estimated realization or offer amount (whichever is higher)**, valid for a period of 16 (Sixteen) months. The Bidder is at liberty to submit a crossed account payee /pay order issued by a Scheduled Bank in India in lieu of the bank guarantee. If the successful Bidder desires that the Bid Security 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.

(b) The said performance Security including the Bid Security, shall not bear any interest in any condition. 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 Authority. No Dues Certificate shall be issued not later and within 7 days after settlement of accounts.

(c)(i) The Authority shall also be competent to utilize the said Performance Security against any loss or damage caused to the property of the Authority by any act of omission and/or commission by the Contractor or its agents and servants or adjust it towards any claim of the Authority.

(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 Authority in its absolute discretion to forfeit the whole or any part of the said Performance Security, without prejudice to any other remedy that the Authority may have against the Contractor under this Contract or under general law for such breach.

(c) The amounts lying with the Authority towards the Performance Security shall not be adjusted towards installments due to the Authority from the Contractor including the installment for the last month of the contract period.

18. PENALTY FOR CHARGING EXCESS USER FEE:

- (a) In case, it is observed and/or established to the satisfaction of the Authority that the fee collecting agency has charged User Fee in excess of the prescribed rate, the Authority shall impose a penalty of an amount equal to 100 times of the actual amount so charged. For subsequent excess charging in the same month, the penalty shall be 200 times the amount actually charged. For repetition of such incident in the same month the penalty shall be charged 3000 times of the actual fee charged. If the incident of excess charging is again and again observed and/or established to the satisfaction of the Authority, the contract shall be terminated and the entire performance guarantee shall be forfeited.
- (b) The termination under this clause shall make the Contractor liable for unconditional forfeiture of the Performance Security.
- (c) 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 Authority.

19. PENALTY FOR FAILURE TO PAY INSTALMENTS:

- (i) In case of delay in remittance of the agreed amount of any installment due under this Contract to the Authority beyond the fixed day (as per clause 8, of SECTION – II), the Authority shall levy a penalty @ 0.2% per day for an initial one month delay and @ 0.5% per day for further delay beyond one month. Such right would, inter-alia, include the unconditional right of the Authority 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 Authority 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.
 - (ii) For the avoidance of doubt, if more than one remittance is delayed and the contractor deposits a lumpsum amount, this will be adjusted following First-in-First-out (FIFO) approach, i.e., the earliest installment due shall be first adjusted along-with the applicable penal interest on the earliest remittance on that date and in a similar manner, the other remittances shall be adjusted. No further interest shall be applicable to the penal interest component. The penal interest shall be simple i.e. shall not be compounded.
- a. (a) If the remittances outstanding including penal interest, if any, on ending of the contract is less than the cash performance security and BG, then such amount shall be recovered from cash performance security (including BG) , accounts will be settled and balance securities will be released and penal interest shall be levied only upto end date of the contract. In case of the contractor has not deposited the remittance of last week on ending of the contract period which is also to be adjusted from the cash performance security, then an additional penal interest @ 0.2% per day for 7 days on the last week remittance shall also be levied.

(b) If the remittances outstanding including penal interest, if any, on ending of the contract are more than the cash performance security, then the dues to the extent of cash performance security will be adjusted as provided at Para-(iii) (a) above, following FIFO approach given at Para-(ii) above and the balance including penal interest shall be deposited by the contractor. For the avoidance of doubt, it is clarified that the penal interest will be applicable only on the balance remittances and the penal interest will continue till payment of dues by the contractor.

(iv) The contract may be terminated if the cumulative due amount of toll tax is more than equivalent to 04 Weeks instalments. In addition to it, the contractor shall be blacklisted for 01 year. Copy of blacklisting order shall be endorsed to NHAI, UDH. PWD, RIDCOR, RSHA, District Collector and District Authority.

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 Authority shall levy penalty @ Rs. 1,00,000 (Rupees One Lakh) per default per month except for Clause 23(e) for which a penalty shall be @Rs 10,000/- per default per month, without prejudice to any other rights of the Authority under this Contract. **However, in case of non-compliance of obligations specified in Clause 23 (h), the authority shall levy a penalty @ Rs. 10,000/- per instance or termination of Contract Agreement or both, without prejudice to any other rights of the Authority under this Contract.** The date of default will be the date of reporting to the contractor by the Authority concerned or his authorized representative.

For any complaint coming in the notice of Authority regarding cash collection of toll fee by owner of valid FASTag equipped vehicles penalty shall be imposed @ Rs. 1,00,000/- for first instance. Subsequently @ Rs. 5,00,000/- for second complaint received in the same month. After receiving of third complaint or repeated complaint action for termination of the contract may be initiated.

In addition to levy of penalty as above, more **than** three defaults in a month under this clause may attract termination under clause 36 (2) of this contract. Before the levy of penalty under this clause, the contractor shall be given a reasonable opportunity to rectify the default. The decision of the Authority 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 AUTHORITY:

- (a) The Authority has designated **Project Director, RSRDC Unit-Sirohi** as “**the Authority**” to carry out all functions on its behalf under this Contract and may change the authorized representative from time to time.
- (b) The said Representative of the Authority shall have the overall authority to control and supervise the work of a 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 the Highway.
- (c) The Authority or any other officer of the Authority or any agency as authorized by the Authority or by the Authority shall have right and authority 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 Authority 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 Authority.

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 the surrounding area, etc. and any other duty as may be assigned by the Authority from time to time at its own cost.
- (b) The Contractor shall make appropriate arrangements for the 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. **All the lanes or as directed by the authority, shall be kept open at all times irrespective of peak or off-peak hours.**
- (c) The Contractor specifically undertakes to abide by all the instructions issued by the Authority 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 Authority, within 7 (seven) days of completion of each month, a statement of User Fee substantially in the form set forth in Schedule- V (the “Monthly User Fee Statement”). A 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 Authority in such format, as may be prescribed by the Authority from time to time.**

- (e) The Contractor shall, prior to the close of each day, send to the Authority, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Road Section within 500 meters on either side of the plaza 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 Authority.
- (f) The Contractor also agrees to unconditionally abide by such other direction of the Authority issued by the authorized representative on all operational matters under the provisions of this contract.
- (g) The contractor also agrees to abide by the requirement of clause 12 and clause 13 specifically on the deployment of the personnel for the purpose of this Contract.
- (h) The Contractor agrees that maintaining adequate changes/coins and giving correct change to the road users, while paying receiving user fee is his sole responsibility and undertake not to indulge in the wrong practices like giving Namkeen/coffee/wafer packets, etc, instead of giving change for balance amount to the road users. In case it is found during the surprise check or otherwise, that contractor is giving Namkeen/coffee/wafer packets, etc in lieu of change, the Contractor at his cost shall issue an advertisement in the local newspaper asking the road user to approach the toll Plaza office for getting back the change by returning Namkeen/coffee/wafer packets, etc by showing user fee payment receipt.
- (i) Online payment facilities shall be made available by the contractor at all Toll Plazas.
- (j) Toll collection will be done by FASTAG for all vehicles which are equipped with FASTag. It is the responsibility of Contractor to maintain & operative all

equipments of FASTAG at its own cost for uninterrupted collection through FASTag.

- (k) **Facilities at Toll Plaza:-** Contractor shall have to provide and maintain First Aid Box, Drinking Water & Toilet Facilities, Complaint Register, Generator Set/Invertor with Battery, High Intensity Full HD MNR Cameras, Electric & Water Supply Fixtures, FASTag enabled POS machine, Broadband Internet Facility/Infrastructure , Smart TV, Cashless/Online Payment Facilities, Electronic Cash Register Machine capable of generating Monthly Toll Collection Report etc at each Toll Booth.
- (l) **Risk & Cost :** Duties and Responsibilities mentioned in the agreement have to be performed by Contractor to the satisfaction of Engineer in Charge, without any extra payment, failing which same may be performed by RSRDC, on Risk & Cost of Contractor. Valuation of Engineer-in-charge shall be final, conclusive and binding on Contractor.
- (m) **Maintenance of Record :** Contractor shall maintain atleast following records for atleast full toll collection period and shall make available the same to RSRDC , **as and when required**, within time lines prescribed by RSRDC. Contractor shall also ensure that these records are available for inspection by RSRDC, if required, round the clock:-
 - a) CCTV Footage
 - b) Vehicle wise details like date of journey, Type of vehicle, vehicle number, direction of journey, amount of toll tax collected etc.
 - c) Payment slips issued to road users as well as electronic reports.
 - d) Register/e-report showing Daily Actual Amount of Toll Tax Collected.

24. RIGHT OF INSPECTION:

- (a) The Authority 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 Authority 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) Weekly remittance of amount due from the Contractor by the prescribed day;

- 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 Authority including through its authorized representative.

25. REPRESENTATION AND WARRANTIES

25.1 REPRESENTATION AND WARRANTIES OF THE CONTRACTOR

The Contractor declares, represents and warrants as follows:

- 25.1.1 It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- 25.1.2 It has taken all necessary corporate actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- 25.1.3 It has obtained all necessary internal/external approvals, registrations and certifications required from relevant authorities and other entities for fulfilling its obligations as set out in this Agreement;
- 25.1.4 It has not violated any of the conditions subject to which such approvals, registrations and certifications have been granted or any other applicable regulations and/or guidelines or directives or statutes;
- 25.1.5 It shall ensure that such approvals, registrations and certifications will remain in force, including, by taking prompt steps for timely renewal of the same;
- 25.1.6 It undertakes to continue to comply with all Applicable Laws with respect to its roles/obligations under this Agreement;
- 25.1.7 There are no actions, suits, proceedings, or investigations pending or, to the Contractor's knowledge, at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- 25.1.8 It shall at no time sub-contract any of its obligations under this Agreement without prior permission from the Client. Provided that in case the Contractor proposes to sub-contract any of its obligations under this Agreement, it shall seek written permission along with the details of the activities that it proposes to sub-contract to third parties;

26. FORCE MAJEURE:

(a) NON-FORCE MAJEURE EVENT:

An event (i) which involves diversion of the traffic of any kind, including but not limited to any diversion ordered/implemented by the local authority or any State/Central Government 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 due to deteriorated road conditions/ maintenance of road section. This may result in the bypassing of User Fee Plaza/ User Fee Collection Booths and the use of any part of the said Section of the State Highway/Project Road /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 the registered and recognized association of Transporters. The date of going on strike and withdrawal or the start of movement of traffic will be inclusive for the purpose of calculation of days under this clause.
- (ii) Floods/Earthquakes having materially adverse impact i.e. complete blockade of road.
- (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 a 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 the law by the Rajasthan State Government/ Central Government 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 State Highway/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 Authority 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 48 hours of start 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 minimize 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 weekly remittance. The difference in collection per day during force majeure and the average amount of collection per day arrived based on the agreed weekly remittance multiplied by the 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 Authority on behalf of the AUTHORITY is authorized specifically to settle claims for force majeure events.

27. DISPUTE RESOLUTION

If any question, difference, dispute or objection whatsoever shall, arise in any way in connection with or arising out of this instrument or the meaning of operation of any part thereof or the rights, duties or liabilities of either party, then save in so far as the decision of any such matter as herein before provided for and been so decided, every such matter constituting a total claim of Rs. 1.00 lac or above whether its decision has been otherwise provided for and whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated, and as regards the rights or obligations of the parties as the result of such termination shall be referred for decision to the Empowered Standing Committee which would consist of the following: -

- (i) Managing Director, RSRDC
- (ii) Chief Financial Officer, RSRDC
- (iii) General Manager/ Chief Project Manager, RSRDC
- (iv) Senior Legal Officer, RSRDC
- (v) Manager (BOT), RSRDC

The contractor can file the claim within 21 days of occurring the event/ incidence/dispute.

The Project Director on receipt of application along with the nonrefundable prescribed fee (the fee would be two percent of the amount in dispute not exceeding Rs. One Lac plus GST) from the contractor, shall refer the dispute to the committee within a period of 28 days from the date of receipt of application with recommendation of DGM. The committee shall hear the contractor and decide the issues within a period of 45 days from the date of reference to the committee.

Following procedure is to be adopted:

- (i) Contractor shall have to approach the Empowered Standing Committee for resolution of dispute prior to approaching the Hon'ble Rajasthan High Court.
- (ii) Dispute shall be referred by DGM to MD, through GM/CPM, on payment of fee amounting 2% of claim amount not exceeding Rs. One Lac plus GST, in the form of DD/Bankers Cheque payable by contractor in favour of concerned PD.
- (iii) PD shall be presenting officer on behalf of RSRDC.
- (iv) The Empowered Standing Committee shall submit its report to Vice Chairman for approval for implementation of decision of committee. If post of Vice Chairman does not exist, report shall be submitted to Chairman.
- (v) Contractor can appeal only in the Hon'ble Rajasthan High Court.

28. ARBITRATION- (Deleted)

29. 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.

30. BREACH:

Any breach of the terms and conditions herein contained in this Contract, which may or may not, cause any financial loss to the Authority shall attract immediate unilateral termination of this Contract by the Authority **with forfeiture of entire security deposit subject to adjustment of all dues along with debarment from participating in bidding in any procurement process undertaken by RSRDC/PWD/RSHA/NHAI/RIDCOR for a period one year under section 46(4) of the RTPP Act, 2012**, notwithstanding anything contrary contained in any of the Clauses in this Contract. The provisions of RTPP Act 2012 and RTPP Rules 2013 shall be applicable to this contract.

31. 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.

32. ASSIGNMENT:

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

33. DEATH/WINDING UP:

If the Contractor being an individual/ Proprietary firm declared as insolvent or commit any act of insolvency or a partnership firm is dissolved or insolvent or commits any act of insolvency or being a Cooperative Society/a Limited Company is ordered to wind 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 Authority under this Contract.

34. 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 Authority 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 Authority, 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.

35. INDEMNITY:

The Contractor shall indemnify the Authority 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 Authority by reason of any acts, omissions (whether negligent or otherwise) or due to willful misconduct of the Contractor including its agents, survivors and personnel.

36. TERMINATION:

- (1) The Authority shall be entitled to terminate this Contract once the decision is taken to transfer the road section to DBOT 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 Authority 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,
- (3) Notwithstanding anything contained in clause (1) above, the Authority 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 Authority 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.
- (5) **Pre-mature termination of the Contract at the request of the Contractor:**

Within 30 days of taking over of the Toll Plaza, if the Contractor feels that he has committed an error in assessing the realizable user fee at the Toll Plaza, he may in writing request the Authority for premature termination of the contract. Such request of the contractor is irreversible by the Contractor under any circumstances,

The Contractor even after making such a request, shall continue to collect user fees at the Toll Plaza, remit the agreed remittances timely to the Authority and comply with all other terms and conditions in accordance with this contract, till handing over the Toll Plaza to the new agency.

The Authority shall appropriate 50% of performance security as mutually agreed genuine-pre-estimated compensation and damages payable to the Authority for ineralia time, cost,and effort of the Authority. The balance performance security shall be released by the Authority within 30 days of the handing over of the Toll Plaza to the agency.

Within 60 days of receipt of such request, the Authority may complete the bidding process for selection of the new agency, select the new agency, and handover the Toll Plaza to the new agency. For the avoidance of doubt, RSRDC would finalize the new agency as early as possible, irrespective of the quotes of the Contractor and the new agency. This Agreement stands terminated automatically on the date of handing over of the Toll Plaza to the new agency.

The existing Contactor is also eligible to bid at the time of selection of a new agency by RSRDC, but if it does not takeover or leaves in between or abandons the user fee collection work a second time, he is debarred from participating in future bidding for user fee collection at the same Toll Plaza, either directly in his name or as a consortium or as an associate or in the name of any firm owned by him, for a period of two years.

This clause is non-arbitrable as per Clause 27 of the Agreement.

37. DECISION OF AUTHORITY: FINAL AND BINDING

Except where otherwise provided or specified in this Contract and subject also to such powers as may be delegated by the State/ Central Government to any of the specific official of the Authority from time to time, any decision of the Authority 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.

38. 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.

39. STAMPING AND ENGROSSING:

Within 28 (twenty-eight) days from the date of signing this Contract or within such period as provided by the law applicable whichever is shorter, the Contractor, if required, shall have the Contract engrossed, have the correct Stamp Duty adjudicated by the Registrar of Stamps, Jaipur and return 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 Contractor's failure to do so may result in termination of the Contract by the Authority, forfeiture of the performance security, without prejudice to any or other rights of the Authority. It shall be noted that the contract shall be signed at **Rajasthan State Road Development & Construction Corporation Ltd. Unit Office Location.**

If an occasion arises for the Authority to pay for the cost of Stamping and Engrossing of the Contract Agreement, the same shall be recovered from any security deposited by the Contractor with the Authority in respect of any Toll Plaza.

40. AMENDMENT:

Terms of this Contract can be amended with the mutual consent of both 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 on this behalf by the respective Parties.

41. INDEMNIFICATION

The Contractor shall indemnify, defend, save and hold harmless, Authority and its officers, servants, agents (against any direct loss, damage, claims, cost and expense of whatever kind and nature (including without limitation, legal fees, claims, and expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of or are based upon any order passed by any statutory authority including courts, tribunals or other judicial/quasi-judicial authorities, on account of breach of the Contractor's obligations under this Agreement or any other related agreement or otherwise, any fraud or negligence attributable to the Contractor or its Agents or sub-Service Providers, under contract or tort or on any other ground whatsoever.

42. CONFIDENTIALITY

The Parties hereby unconditionally agree and undertake that they shall not disclose the terms and conditions of this Agreement or disclose the information submitted under this Agreement to any third party unless such disclosure is required by law or regulation, to internal/external auditors or advisers in respect of performing functions under this Agreement or for the purpose of performing their obligations under this Agreement.

43. LANGUAGE

This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement.

44. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts at Jaipur, Rajasthan shall have exclusive jurisdiction over matters arising out or in relation to this Agreement.

45. CERTIFICATE

- A. Certificate of correctness of bid documents shall be submitted on a non judicial stamp paper of Rs. 1000/-. If bidder does not upload the certificate of correctness as mentioned above, he shall be considered non-responsive in technical bid evaluation.
- B. Certificate from Toll Contractor for Toll Collection through FASTAG and Safety, Security of FASTAG equipments on Rs 1000/- Non Judicial Stamp Paper duly Notarised is to be submitted with bid. Recovery will be made from Toll Contractor for any damage to FASTAG equipments as enclosed performa.

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

For and on behalf of

(Signature)

(Signature)

Name:-

Name:-

Designation:-

Designation:-

Place:-

Place:-

In the presence of

In the presence of

1. Signature:

1. Signature:

Name:

Name:

Address:

Address:

2. Signature:

2. Signature:

Name:

Name:

Address:

Address:

** Contractor must affix its seal.*

SCHEDULE – I

As per applicable Act, Rules shall be specified by the concerned project Directors.

SCHEDULE – II

Not Applicable

Schedule- III- Key Personnel

Deleted

Schedule- IV

Deleted

Schedule-V

[Reference clause 23 (d) of Appendix- IV]

MONTHLY USER FEE COLLECTION STATEMENT- PART-A

Sl. No.	Type of Vehicles as per notification provisions	Amount of User Fee collected through Tickets		User Fee collected through Passes		Total amount Collected		Total amount Deposited		Remarks
		For the month	Cumulative	For the month	Cumulative	For the month	Cumulative	For the month	Cumulative	
1	CAR, JEEP, VAN OR LIGHT MOTOR VEHICLE									
2	LIGHT COMMERCIAL VEHICLE, LIGHT GOODS VEHICLE OR MINIBUS									
3	TRUCK / BUS (TWO AXLES)									
4	THREE AXLE COMMERCIAL VEHICLES									
5	HEAVY CONSTRUCTION MACHINERY (HCM) OR EARTHMOVING EQUIPMENT (EME) OR MULTI AXLE VEHICLE (MAV) (FOUR TO SIX AXLES)									
6	OVERSIZED VEHICLES (SEVEN OR MORE AXLES)									
Total										

Schedule-V

[Reference clause 23 (d) of Appendix - IV]

MONTHLY USER FEE COLLECTION STATEMENT- PART-B

MONTHLY VEHICLE PASSING REPORT							
FOR THE MONTH OF							
No of monthly passes	CAR, JEEP, VAN OR LIGHT MOTOR VEHICLE	LIGHT COMMERCIAL VEHICLE, LIGHT GOODS VEHICLE OR MINIBUS	TRUCK / BUS (TWO AXLES)	THREE AXLE COMMERCIAL VEHICLES	HEAVY CONSTRUCTION MACHINERY (HCM) OR EARTHMOVING EQUIPMENT (EME) OR MULTI AXLE VEHICLE (MAV) (FOUR TO SIX AXLES)	OVERSIZED VEHICLES (SEVEN OR MORE AXLES)	Total
Type of Vehicles as per notification	CAR, JEEP, VAN OR LIGHT MOTOR VEHICLE	LIGHT COMMERCIAL VEHICLE, LIGHT GOODS VEHICLE OR MINIBUS	TRUCK / BUS (TWO AXLES)	THREE AXLE COMMERCIAL VEHICLES	HEAVY CONSTRUCTION MACHINERY (HCM) OR EARTHMOVING EQUIPMENT (EME) OR MULTI AXLE VEHICLE (MAV) (FOUR TO SIX AXLES)	OVERSIZED VEHICLES (SEVEN OR MORE AXLES)	Total
	Nos	Nos	Nos	Nos	Nos	Nos	Nos
All types of single Entry							
Multiple entry							
Re-usage of Multiple Entry ticket							
Re-usage of Monthly passes							
Exempted etc.							
Grand Total							

Schedule- VI

(Format of Bank Guarantee)

(Reference Clause – 2.18.1)

Format for Bank Guarantee for Performance Security

BANK GUARANTEE FOR PERFORMANCE SECURITY

To

Project Director

Rajasthan State Road Development & Construction Corporation Ltd.

Unit - Sirohi

Address- House No. 43, Tulsi Nagar Colony, Ward No. – 1, Sirohi (Raj.) - 307001

In consideration of “Rajasthan State Road Development & Construction Corporation Ltd.” represented by its Project Director, Unit- **Sirohi** and having its principal offices at **Setu Bhawan, Opposite JhalanaDoongri, Jaipur-Agra Bypass, Jaipur-302004** (hereinafter referred as the “Authority”, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s Having its office at (Hereinafter referred to as the “Contractor” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by the issue of Authority’s Letter of Acceptance No..... dated and the same having been unequivocally accepted by the Contractor, resulting in a Contract valued at **Rs...../- (Rupees)** excluding Goods and Service Tax for “.....” (Hereinafter called the “Contract”), and the Contractor has agreed to furnish a Bank Guarantee to the as Authority as “Performance Security as stipulated by the Authority in the said contract for the performance of the above Contract amounting to **Rs...../- (Rupees)**).

We,having registered office at and branch at a body registered/constituted under the (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Authority immediately on demand, without any deductions, set-off or counterclaim whatsoever, any or, all money payable by the Contractor to the extent of Rs..... (Rupees.....) as aforesaid at any time up towithout any demur, reservation, contest, recourse, cavil, arguments or protest and/or without any reference to or enquiry from the Contractor and without your

needing to prove or show grounds or reasons for your demand for the sum specified therein. Any such demand made by the authority on the bank shall be conclusive and binding notwithstanding any difference between the Authority and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator, or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Authority discharges this guarantee.

The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Contractor. The Authority shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Authority and the Contractor any other course or remedy or security available to the Authority. The Bank shall not be relieved of its obligations under these presents by any exercise by the Authority of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Authority or any other indulgence shown by the Authority or by any other matter or thing whatsoever which under the law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Authority at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Authority may have in relation to the Contractor's liabilities.

Any demand shall be deemed to be served, if delivered by hand, when left at the property address for service; and if given or made by pre-paid registered post or facsimile transmission, on receipt.

Any waivers, extensions of time or other forbearance given or variations required under the Contract or any invalidity, unenforceability or illegality of the whole or any part of the contract or rights or any Party thereto or amendment or other modifications of the Contract, or any other fact, circumstances, provision of the statute of the law which might entitle the Bank to be released in whole or in part from its undertaking, whether in the knowledge of the Bank or not or whether notified to the Bank or not, shall not in any way release the Bank from its obligations under this Bank Guarantee.

“The guarantee shall also be operable at our.....The branch at Unit Office Location, from whom, confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.”

Notwithstanding anything contained herein,

- (a) Our liability under this Bank Guarantee is limited to Rs.....
(Rupees) and it shall remain in force up to and including.....
and shall be extended from time to time for such period as may be desired by the
client in whose favor this guarantee has been issued.
- (b) This Bank Guarantee shall be valid up to
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank
Guarantee Only and only if you serve upon as a written claim or demand on or
before(date of expiry of Guarantee).

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

NOTE:

- (i) The bank guarantee(s) contains the name, designation and code number of the
officer(s) signing the guarantee(s)
- (ii) The address, telephone no. and other details of the Head Office of the Bank as
well as of issuing branch should be mentioned on the covering letter of issuing
Branch.
- (iii) The bank guarantee for Rs. 10,000 and above is signed by at least two officials
(or as per the norms prescribed by the RBI in this regard).

Schedule VII

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 at Toll Plazas for Project “**Bali-Pindwara BOT Road** in the State of Rajasthan”.

Ref: Your offer dated [•] submitted pursuant to the referred notice

Dear Sir,

Your Bid quoting an Annual Potential Collection of Rs. _____ (Rupees _____) exclusive of TCS, any Tax and service charge, as applicable for engagement as the user fee collecting agency for collection of User Fee on the basis of competitive bidding at **Toll Plazas for Project “Bali-Pindwara BOT Road” in the State of Rajasthan** (hereinafter referred to as the said section of the State Highway) has been accepted by the competent authority of the AUTHORITY on the terms and conditions of Contract forming part of the Bidding Documents.

You are required to submit a Performance Security within 15 (fifteen) days as per Clause 2.18.1.

The Bid Security shall be forfeited by the Authority, in case you fail within the specified period to furnish the required Performance Security. You shall also be required to sign the contract within 03 (Three 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 Letter of Acceptance for the 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 Authority, the Authority 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 as per Clause (3.3.1) and submit the required Performance Security within the specified period so that the contract could be signed within the specified period.

Thanking you,

Yours faithfully

Project Director
Rajasthan State Road Development & Construction Corporation Ltd.
Unit - Sirohi

Address- House No. 43, Tulsi Nagar Colony, Ward No.-1, Sirohi (Raj.) - 307001

(Signature)

Name:-

Designation:

Place:-& Dated

Accepted unconditionally including the draft of the contract.

(Signature)**

Name:-

Name of the regd. partnership firm/company/limited company/co-operative society/proprietary firm/individual (whichever is applicable).

Designation:

Place:-

Dated:-

*** Please affix the common seal.**

Schedule VIII

Deleted

Schedule IX

Form for Financial bidding

To

Project Director

Rajasthan State Road Development & Construction Corporation Ltd.

Unit-Sirohi

Address- House No. 43, Tulsi Nagar Colony, Ward No. - 1, Sirohi (Raj.) - 307001

SELECTION OF BIDDER FOR COLLECTION OF USER FEE THROUGH FEE COLLECTING AGENCY ON THE BASIS OF COMPETITIVE BIDDING THROUGH E-PROCUREMENT BASIS FOR THE RSHIP PACKAGE-02 IN THE STATE OF RAJASTHAN” FOR THE FOLLOWING ROADS”

Highway No	Name of Road	Toll Plaza Location (Design Chainage)
SH-62 & 62 A	Bali Pindwara BOT Road	5/200 (Boya)
		178/375 (Varawal)
		200/485 (Amliya)

Having examined the bidding documents and understood its contents, I/We offer to pay the Authority, the following sums as and by way of our offer as your contractor for collection of user fee on the said section of highways during the said period. The offer/bid is unconditional and unqualified.

Name of Firm:

S. No.	Period	Total Amount Payable by the Bidder to the Authority for the period mentioned in column B	Amount to be paid per week
A.	B.	C.	D.
a)	One Year	Rs. _____/- (_____ in words)* _	Rs. _____/- (_____ in words)* _

* The amount will change with the change in rates as per Clause 5 of the contract.

- For calculation of the weekly amount, the amount quoted for one year shall be divided by the number of days in one year (365 or 366 as the case may be) and multiplied by 7.
- The week shall be counted from Monday to Sunday. In case the no of days in the first and last week happens to be less than 7, then the bidder will deposit the amount proportionately.
- For calculating the monthly amount, the amount quoted will be divided by 12.
- The amount quoted above shall be exclusive of TCS. Any tax and service charge, as applicable, shall be borne by the bidder over and above the quoted amount.

Note: In case a different person than the authorized signatory signs the bid, the bid shall be declared non-responsive.

(Signature of the authorized representative of the Bidder)

Name of Authorized Representative:

Name of Bidder Firm:

Date:

Place:

Sub.: Uniform of toll collection staff; user fee receipts, user fee display boards at all toll booths.

1. Prescribed uniform for all toll plaza staff, Do's & Don't display board and user fee receipts shall be as under:
 - I. The color of the uniform shall be navy blue.
 - II. The sample photographs of the uniform are enclosed at Annexure-I which shall contain the following.
 - a) Sports cap (with logo of company of the contractor/Concessionaire)
 - b) Full sleeves shirt and trouser
 - c) Security belt (with logo of company of the contractor/Concessionaire)
 - d) Safety jackets (with fluorescent strips in front and back)
 - e) Safety shoes (black in color)
 - f) Identity card
 - III. A list of Do's and Don'ts by toll staff is enclosed at Annexure-II which shall be strictly followed in letter and spirit by all toll staff.
 - IV. In the interest of concessionaires / contractors for smooth operation at their toll plazas, they shall Develop on their own a training programme/ module (training period not shall than 7 days) for Their toll collection staff. Any person shall be put on duty only after undergoing such a training programme. A certificate by the trainer will invariably be issued to the persons who have undergone the training and such certificate shall be produced by the persons on duty at the time of surprise check! Instruction by Authority/IE.
2. **The display boards at the toll booths shall be as under Annexure-III:**
 - I. A display board of size 1.10m x 1.10m shall be put above the toll window. The minimum information required to be given on a display board of size 1.1m x 1.1m, shall be as given at Annexure-III.
 - II. The background colour shall be green while the text shall be white.
 - III. The board shall be bilingual as per requirements / statutory provisions and space availability at toll booths.
 - IV. The location of the display board and the font size shall be legible and visible to the users at the time of making the payment of the user fee at toll booths.
 - V. The board shall be sufficiently illuminated for clear visibility during the night.
 - I. The information shall be updated 24 hours before the implementation of revised rates.
3. **The format of receipts is prescribed as under:**
 - I. The information on the front and backside of the receipt shall be as given in Annexure-IV.

- II. Besides the name of RSRDC on the user fee receipts, the name of concessionaire and its lead promoter in case of Toll JOMT Projects or name of toll collection contractor in case of RSRDC Toll Plazas shall be given.
 - III. The size of the receipt shall be strictly 5"x3" (8cmx12cm).
 - IV. Each line of the receipt shall have the same font size.
4. The Contractor shall send a compliance report within 7 days of the start of toll collection on the above 3 issues for toll plazas under his jurisdiction along with photographs of each toll plaza to the Authority.

Annexure - I
(5 Paper)
1/5

Uniform during summers

Safety Jacket
(with Fluorescent
stripes in front and
back)

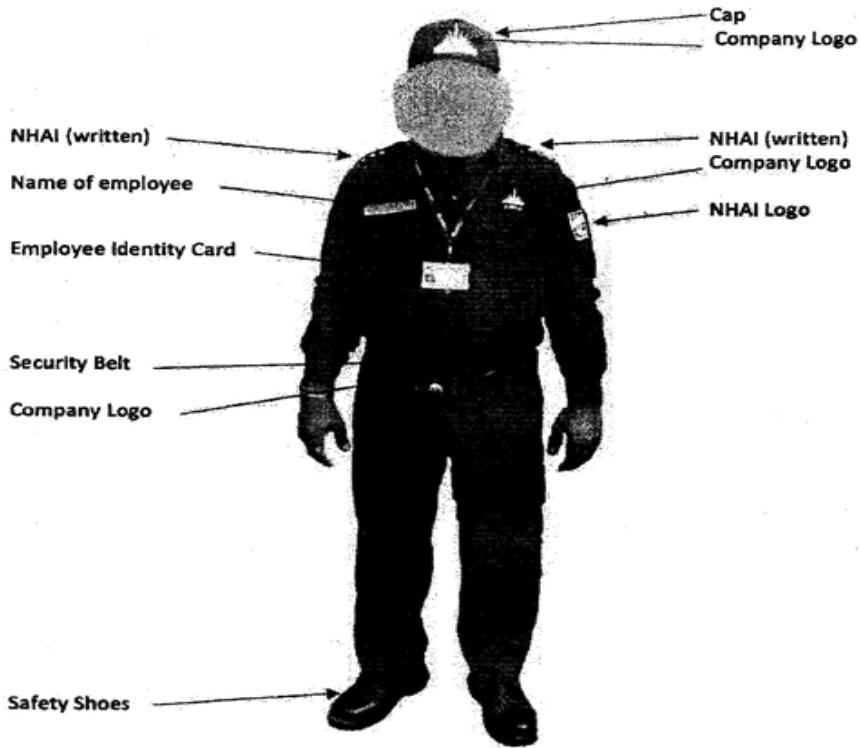


2/5

Uniform (from back side)



Items in Uniform



Note: Fee Plaza staff shall wear fluorescent jacket as at previous photos. This photo is only to indicate the items in uniform.

Note: Replace NHAI with RSRDC.

4/5

Uniform during winters (with safety jacket)



Do's and Don't's at Toll Plaza by user fee collection staff

S. No.	Do's	Dont's
1	Toll collection staff put on duty only after undergoing training	No toll collection staff on duty without undergoing training
2	All staff to always wear proper and clean uniform	No wearing of improper uniform
3	All staff to always display their ID prominently	No duty without ID
4	No staff to be on duty in drunken state	staff on duty should not roam in Toll Plaza area in drunken state
5	To behave courteously with the road users	No Misbehaviour
6	Be alert and to extend help to the commuter in any emergency	Should not be unhelpful to commuter during emergency
7	User fee rates be displayed correctly at approaches to toll plaza	Display board should not be missing nor should incorrect boards be installed
8	User fee rates be also displayed at each toll booth	Do not permit display boards on user fee rates to be missing from toll booths
9	Always collect applicable fee and return exact change	No overcharging and /or offering packets of biscuit/namkeen/toffee in lieu of change
10	Issue proper receipt with full details to road user	No issuing of improper receipt
11	Toll plaza area shall be neat and clean	No littering at toll plaza
12	Toll plaza be kept always properly lit without any dark areas for the purpose of safety of commuters	Should not switch off lights in case of off peak hours of traffic
13	All toll lanes be kept operational 24x7	Should not close down toll lanes during off peak hours of traffic
14	No beggars/vendors be allowed at toll plaza	Beggars/vendors should not be permitted to roam at toll plaza area
15	Keep armed guard (ex-serviceman) at designated location during night to give sense of security at toll plaza, but not to threaten the road user	Armed guard should not be missing during night or indulging in unnecessary conversations with road users
16	Complaint book with machine numbers page to be available to the commuters (24x7)	Do not allow complaint book to be missing

110															
5	40				5	10	5	10	5	10	5	10	5	5	
PWD name of user fee collection Contractor														5	
Toll Plaza Name(Chainage & NH)														20	
toll Fee for stretch- from km... To km... OF NH.....															
user fee effective period-														5	
Category of vehicle				One-way trip	Return trip	Monthly pass for only one month								10	
Car, Jeep, van or LMV Tractor with trailer, other than carrying non agricultural produce															65
RV/16V or Mini Bus														55	
Bus or Truck (2 axes)															
TRUCK/ONE/MAV (3-6 axes)															
Heavy loaded MAVs (2 axes)															
Display boards to be put on Toll Booths of Project														5	

Scale: 1 unit= 5 cm
 All units in cm
 Not to scale

Note: Name of Authority on Display Boards shall be RSRDC.

Front Side

Public works Department
 Name of Concessionaire & lead Promoter
 or User Fee Collection Contractor

Toll plaza Name* : _____ (Km _____ on NH _____)

Section* : _____
 (Km _____ on NH _____)

Contractor's Name* (only in case of public funded plaza)

Ticket No.* : _____

Booth & Operator No.* : _____

Date & Time** : _____

Vehicle No.** : _____

Type of vehicle*** : _____

Type of journey*** : _____

Fee** : Rs. _____

only for overloaded vehicle:

Standard Wt. of vehicle** : _____

Actual Wt. of vehicle*** : _____

Overloaded vehicle fees : Rs. _____

[BAR CODE]**

Help Line No. 7023199995

WISH YOU SAFE & HAPPY JOURNEY !*

Back Side

Helpline Number : 7023199995

Ambulance Contact Number _____

Crane Contact Number _____

Road Patrol vehicle Contact Number _____

(1) The services of ambulance and crane are available free of cost)

For complaints and suggestions, please contact:

1. Toll plaza manager, Sh _____

Mob: _____

Email: _____

1. Independent Engineer, Sh _____

Mob: _____

Email: _____

1. Project Director PU, _____

Mob: _____

Email: _____

*Pre- printed

** Automatic generation by booth computer.

***Entered by booth operator

Note: Name of Authority shall be RSRDC and Helpline No. as mentioned by the authority.

Schedule- X

Grievance Redressal during Procurement Process

The designation and address of the First Appellate Authority is General Manager, RSRDC, Rajasthan, Jaipur

The designation and address of the Second Appellate Authority is Managing Director, RSRDC, Rajasthan, Jaipur

Filing an appeal:

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings:

Provided further that in case a procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

- (1) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.
- (2) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(3) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:

- (a) Determination of need of procurement;
- (b) Provisions limiting participation of Bidders in the Bid process;
- (c) The decision of whether or not to enter into negotiations;
- (d) Cancellation of a procurement process;

Applicability of the provisions of confidentiality.

(4) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or by authorized representative.

(5) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non- refundable.
- (b) The fee shall be paid in the form of Bank or Banker's Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(6) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be shall,- (i) hear all the parties to appeal present before him; and (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies there of relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

Signed & Sealed by the Bidder

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