

**Road Infrastructure Development Company
of Rajasthan Ltd. (RIDCOR)**

**Request for Qualification-cum-Request for Proposal
(RFQ-CUM-RFP)**

for

**Collection of User Fees and Operation of Toll Plaza along
the Baran-Jhalawar Road (Package : LJ-2)**

Period: From 01/12/2023 to 31/03/2025

October, 2023

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Disclaimer

The information contained in this Request for Qualification-cum-Request for Proposal document (the “**RFQ-CUM-RFP**”) or subsequently provided to Bidders(s), whether verbally or in documentary or any other form, by or on behalf of Road Infrastructure Development Company of Rajasthan Ltd (RIDCOR or **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 sufficient information to the interested parties which may be useful in formulation of their Bid for the Project pursuant to this RFQ-CUM-RFP (the “**Bid**”). This RFQ-CUM-RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This 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 this RFQ-CUM-RFP may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own due diligence, investigations, Data Collection 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 or any liability 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 Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any direct or indirect 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 for qualification of Bidder(s) and evaluation of financial Bids of the Bidder's for participation in the Bidding Process.

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 / information 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 with due information to the prospective bidders.

The issue of this RFQ-CUM-RFP does not imply that the Authority is bound to select and qualify Bidders for evaluation of financial proposal or to appoint the selected Bidder or Contractor, as the case may be, for the collection of user fee on the project stretch and the Authority reserves the right to reject all or any of the Bids without assigning any reasons thereof 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.

REQUEST FOR PROPOSALS

ROAD INFRASTRUCTURE DEVELOPMENT COMPANY OF RAJASTHAN LIMITED

1. INTRODUCTION

1.1 Background

1.1.1 Road Infrastructure Development Company of Rajasthan Limited (hereinafter referred to as “RIDCOR” or “the Authority” which shall also include its Director / Manager / Head-Operations/ Project Manager / Tolling Head/ Authorized Representative), has in accordance with Partnership and Development Agreement (PDA) executed with the Government of Rajasthan (GoR), developed the Baran-Jhalawar Road (Package : LJ-2) on Build, Operate and Transfer (BOT) mode not only to reduce the travel time but also to open up the avenues for industrial and urban development of the region which in turn shall add a new dimension to the progress of the State of Rajasthan. RIDCOR is authorized to collect user fee by GoR in order to recover the cost of the project, interest thereon, operation & maintenance, major maintenance cost, reasonable profit, development of new roads etc. The concerned Project Manager or In-charge of the toll plaza shall be “Authority’s Representative” for obligations & responsibilities in respect to this Project/contract. The Authority has decided to carry out the Bidding process for selection of an entity as the “Bidder” to whom the Project for user fee collection may be awarded for the period from 01/12/2023 to 31/03/2025. The contract period of 16 months is from 1/12/2023 to 31/03/2025 or the days from the date of taking over of toll plazas upto 31/03/2025. RIDCOR may, at its sole discretion, extend the contract period upto 3 months beyond 31/3/2025 (proportionate revenue increase because of 10% increment in toll rates as per the Gazette Notification of GoR w.e.f. 1/4/2025, will be applicable as per standard practices) on same terms & conditions, as mutually agreed.

Name of the Project	Number of Toll Plazas	Anticipated Potential Collection for 16 months (1/12/2023 to 31/3/2025)
Collection of User Fees and Operation of Toll Plazas along the Baran-Jhalawar Road (Package: LJ-2)	1 No.	Rs. 8,43,31,355/- Period of Contract shall be of 16 months, extendable for a maximum period of additional 3 (three) months, as mutually agreed

1.1.2 The interested Bidders who wish to apply in response to this RFQ-cum- RFP are invited to submit their Bids as prescribed hereunder.

1.1.3 Anticipated Potential Collection (APC) has been indicated at clause 1.1.1 above. APC has been arrived at by deducting contractor’s overheads/profit/bank guarantee finance charges/manpower cost/ operation expenses like electricity charges etc. /contingency/seasonal variation factor/discount for through traffic due to telescopic tolling, monthly/daily/local passes etc. The assessment of actual quantum of User fee collection and actual costs, however shall be evaluated by the Bidder.

1.1.4 RIDCOR has commissioned FASTag at all toll plazas. The applicable Programme Management Fee, if any, for the electronic toll collected (fixed by RIDCOR with IHMCL/NPCI/Acquiring Entity/Issuing Entities, which may be revised by IHMCL from time to time) shall be borne by RIDCOR.

1.2 **Brief description of online Bidding Process**

1.2.1 The Authority has adopted a single-stage, two envelope/folder e-tendering Bidding process (referred to as the “Bidding Process”) for selection of the Bidder for award of the Project. The first envelope/folder (the “Qualification Stage”) of the process involved qualification of interested parties in accordance with the provisions of the RFQ-CUM-RFP. Subsequent to completion of the Qualification Stage, the Authority shall open/download the second envelope/folder, the “**Bid**”, of short-listed Bidders who are eligible for participation in this stage of the Bidding Process (the “**Bid Stage**”).

1.2.2 **Qualification stage**, the Bidders would be required to furnish all information specified herein on the e-procurement portal <https://eproc.rajasthan.gov.in> as per requirements of this RFQ-cum-RFP document. The Qualification stage is aimed at evaluating/ establishing Financial Capacity to establish eligibility of the Bidders.

1.2.3 **Financial evaluation stage**, at the end of the Qualification stage, financial Bids/ e-quotation of qualified Bidders shall be opened and evaluated to identify the successful Bidder.

1.2.4 Each of the communication and the Bid proposal shall be addressed to:

Road Infrastructure Development Company of Rajasthan Limited
Office No. 701-706, 7th Floor, ARG Corporate Park,
Gopal Bari, Ajmer Road, Jaipur - 302001
Phone: 0141-2747001, Email: office@ridcor.in

1.3 **Schedule of online Bidding Process**

The Authority will endeavour to adhere to the dates indicated below, however, it reserves the right to effect changes to the Schedule below, if the need arise and on its own discretion.

	Event Description	Date
1.	Downloading of Bid Documents	From 26 October 2023 (17:00 Hrs) to 08 November 2023 (18:00 Hrs)
2.	Submission of Bid (online)	Till 1800 hours 08 November 2023
3.	Opening of Technical Proposal	09 November 2023 at 1130 Hrs
4.	Opening of Financial Proposal	Will be notified on http://eproc.rajasthan.gov.in

1.4 **Amendment OF RFQ-CUM-RFP**

- a) At any time, the Authority may for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFQ-cum-RFP by issuing an Addendum on <https://eproc.rajasthan.gov.in>. No addendum shall be published in the newspaper. It is binding on the Bidder to provide requisite information as per the Addendum and within the time prescribed, otherwise, the Bid shall be rejected. The Addendum shall be part of RFQ-CUM-RFP document.
- b) Any Addendum issued hereunder will be in writing and shall be hosted on the e- procurement portal <https://eproc.rajasthan.gov.in>

2. INSTRUCTIONS TO BIDDERS

2.1 General Terms of Bidding

- 2.1.1 No Bidder shall submit more than one Bid for the project. A Bidder is required to bid on individual basis and joint venture / consortium are not allowed. In case of violation of this clause, the Bid shall be declared non-responsive.
- 2.1.2 Notwithstanding anything contrary contained in this RFQ-cum-RFP, the detailed terms specified in the Form of Contract Agreement shall have overriding effect, provided however, that any conditions or Obligations imposed on the Bidder hereunder shall continue to have effect in addition to its Obligations under the contract Agreement.
- 2.1.3 The Bids shall be submitted online in the format prescribed at the Appendixes to this RFQ-cum-RFP, clearly indicating the Bid amount, in both figures and words, in Indian Rupee to be duly signed in electronic form by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.4 Bid shall consist of the amount for a period of 16 months, 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 Contract Agreement. Weekly amount shall be deposited as below:

Table-1

	Amount of weekly installment in Rupees	Day of Payment of Installment
1st to 70th installment on weekly basis	Weekly amount = Rs. {(quoted amount) / 487} x 7 plus applicable taxes	Latest by Tuesday of the following week. If this be a holiday then on next working day

Note: No partial installment will be accepted except for the 1st and the last weeks of every financial year. All the tax liabilities shall be borne by the Contractor.

The Bidder has to deposit additional advance cheques payable at par at all branches of bank (two cheques for each month as advance cheques for and/or the balance amount of entire period of user fee contract) for an amount of total user fee contract. An additional cheque (1 No.) shall be submitted by the Bidder for an amount for one week installment and the first installment shall be encashed/realized through this cheque. This has to be deposited by the contractor as per the letter of acceptance and for the dates detailed below.

The advance cheques are deposited as security which may be encashed/realized in case of non-deposition of weekly installments as per above accumulating to amount of 2 weeks by the contractor at the sole discretion of RIDCOR. The Bidder shall not be entitled to claim any remission under any circumstances whatsoever. The cheques shall be encashed after 2 weeks and the balance amount will be remitted to the Bidder. An Affidavit shall be given by the Bidder that before completion of contract period, he will not close the bank account of which the advance cheques submitted by him. Advance cheques shall be of the bank account which is used by the toll contractor for depositing daily toll collection.

Table-2

S. No.	Calculation of Cheque Amount	Total Cheque Amount (in Rs.)	Cheque No.	Cheque Date
1	3.125% + TCS			
2	3.125% + TCS			
3	3.125% + TCS			
4	3.125% + TCS			
5	3.125% + TCS			
6	3.125% + TCS			
7	3.125% + TCS			
8	3.125% + TCS			
9	3.125% + TCS			
10	3.125% + TCS			
11	3.125% + TCS			
12	3.125% + TCS			
13	3.125% + TCS			
14	3.125% + TCS			
15	3.125% + TCS			
16	3.125% + TCS			
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19	3.125% + TCS			
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21	3.125% + TCS			
22	3.125% + TCS			
23	3.125% + TCS			
24	3.125% + TCS			
25	3.125% + TCS			
26	3.125% + TCS			
27	3.125% + TCS			
28	3.125% + TCS			
29	3.125% + TCS			
30	3.125% + TCS			
31	3.125% + TCS			
32	3.125% + TCS			

Note: TCS as applicable

In case any advance cheque is submitted to bank and same gets dishonoured/ bounced, legal action under Section 138 of Negotiable Instrument Act and other applicable laws shall be initiated by RIDCOR against the Bidder.

- 2.1.5 Any condition or qualification or any other stipulation quoted/inserted in the Bid by the bidder shall render the Bid non-responsive.
- 2.1.6 The Bid and all communications in relation to or concerning the Bidding documents shall be in English language.
- 2.1.7 The document including 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 submission of the Bid in accordance with this RFQ-cum- RFP. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders and the Authority will not return to the Bidders any Bid, document or any Information provided along therewith.

- 2.1.8 This RFQ-CUM-RFP is not transferable
- 2.1.9 Any award of work/ contract pursuant to this RFQ-cum-RFP shall be subject to terms of Bidding and on the discretion of Authority.
- 2.1.10 Contracts for AMC of TMS provided at each toll plaza and AMC of generators available at each toll plaza, have been awarded by RIDCOR and corresponding expenses on monthly basis will be borne by RIDCOR. Various services, maintenance activities required at each toll plaza, its scope etc. has been detailed hereinunder which will be borne by the respective stakeholders as under:

S. No.	Work Detail	Scope	Conditions (actual expenses to be borne by the stakeholder)	Amount in Rs. excl. GST
1	TMS AMC p.a.	RIDCOR	RIDCOR	-
2	Lease Line payment p.a.	RIDCOR	RIDCOR	-
3	DG Servicing with spares, wherever and whenever required p.a.	RIDCOR	RIDCOR	-
4	Stabilizer AMC with spares, wherever and whenever required p.a.	RIDCOR	RIDCOR	-
5	DG AMC Charges p.a.	RIDCOR	RIDCOR	-
6	AC AMC p.a. for each AC	RIDCOR	RIDCOR	-
7	Electricity Bills	Toll contractor	To be paid by the toll contractor on monthly basis	As per actual
8	POL charges for DG set	Toll contractor	To be paid by the toll contractor	As per actual
9	Skilled Electrician at each toll plaza (1 no.)	Toll contractor	The reporting of the electrician will be to the AM-IT deployed by RIDCOR	As per actual
10	Boom Arms	RIDCOR	To be paid by the toll contractor on monthly basis as per demand note of AM-IT	As per actual
11	House Keeping Staff for TMS maintenance	Toll contractor	To be provided by toll contractor as and when required by AM-IT/APM	As per actual
12	Other Misc. Works i.e. electrical fixture, Stationary, wear and tear of hardware, Water Borewell motor repairing, Fans etc.	Toll contractor	Actual expenses to be borne by the toll contractor	As per actual
13	Merchant Discount Rate (MDR) + GST	RIDCOR	RIDCOR	-

- 2.1.11 The bidder shall bear all the costs related to damage of the TMS system due to default/mishandling by toll contractor's staff. Similarly, the cost related to damages/spares of all electrical gadgets/installations in toll plaza premises will also be borne by the toll contractor.
- 2.1.12 RIDCOR has engaged one IT person i.e. AM-IT for upkeep and maintenance/ AMC of toll plaza systems and equipment who in turn will be responsible for safety and smooth functioning of TMS at the level of toll contractor. The toll contractor is mandated to follow/comply the directions of AM-IT for safe and secure use of existing TMS including all other electrical/electronic gadgets in the toll plaza premises.
- 2.1.13 No bidder shall be entitled to submit bid for the fee collection if the bidder or any of its constituent partner(s)/director(s) is engaged as System Integrator for the same plaza.

2.2 Eligibility of Bidders

2.2.1 For determining the eligibility of Bidders for their qualification hereunder, the following shall apply

- I. The Bidder may be -
 - (a) Company registered under the companies act, 1956 /2013
 - (b) Partnership firm registered under the Indian Partnership Act, 1932 or Limited Liability Partnership Act, 2008
 - (c) Proprietary Firm/Individual
- II. The Bidder can submit a “Bid” as a single entity. The consortium or joint ventures shall not be entitled to bid.

2.2.2 **Financial Capacity of the Bidders** for eligibility shall be as under

- a) The Bidder shall have a minimum turnover (the “Financial Capacity”) of equal to or more than 20% of the Anticipated Potential Collection (APC) of the said road stretch as enunciated in Clause 1.1.1 in any one of these financial years i.e. 2020-21, 2021-22, 2022-23 OR minimum net worth of 20% of APC at the close of the preceding Financial Year i.e. 31 March, 2023. For the purpose of calculation of financial capacity of the bidder, the turnover/net worth of the sister concern, if any, shall not be considered. Turnover/net worth of entity which is participating in bid, shall only be considered on standalone basis. “Sister concern means any business concern with close affiliations to the bidder such as subsidiary company, Holding company, Joint Venture company, associate company, partnership firms, proprietorship firms etc.
- b) In case of Partnership firm/LLP firm, the turnover/net worth of the firm and not of the individual partners shall be considered.
- c) The bidder shall be required to submit turnover/net worth certificates duly certified from a reputed chartered accountant firm along with the UDIN number. The bid will be rejected, if the certificate does not have UDIN Number.
- d) GST registered agencies/individuals shall only be allowed to participate in this bidding and GST registration certificate shall be submitted along with the technical proposal. If, the bidder is not GST registered OR its GST registration is in inactive status as on date of submission of bid, his bid shall be rejected.

2.2.3 The bidder, who is existing licensee/contractor of RIDCOR, will have to produce no Dues pending/outstanding with RIDCOR before execution of the Contract.

2.2.4 The agencies, who were awarded the user fee collection works in RIDCOR/ RIDCOR Infra Projects Ltd. (RIPL) for FY 2021-22 & 2022-23 and did not complete the user fee collection works for any reason whatsoever, are not eligible to bid for the user fee collection work tenders of RIDCOR/RIPL for FY 2023-24 & 2024-25 either directly or their group entities, associates, affiliates and firms in which partners / directors of these agencies are partners / directors or proprietors. In case non-compliance to this clause is identified at a later date, the contract is liable to be cancelled and performance security forfeited

2.3 Cost of Bidding

The Bidders shall be responsible for all the costs associated with the preparation of their Application/Financial Bid 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.

2.4 Details of designated bank account of RIDCOR

RIDCOR Ltd.

Bank: Punjab National Bank

Branch: Large Corporate Branch, Tolstoy House, New Delhi-110001

A/c. No 2164002100008369

RTGS/IFSC Code PUNB0216400

2.5 Non-Refundable Bid Processing Fee

The Bidder shall deposit following amounts through RTGS/NEFT/IMPS in the designated account of RIDCOR:

(i) Bid Document Fee – Rs. 11,800/- including GST.

(ii) E-Tendering Processing Fee – Rs. 2,500/-

TOTAL – Rs. 14,300/-

The copy of the transaction receipt shall be uploaded along with the **Technical Proposal** of the Bid on the e-tendering portal.

2.6 Bid Security / Performance Security

- a) The Bidder shall deposit a Bid Security @ 3% of the APC through RTGS/NEFT/IMPS in the designated account of RIDCOR **OR Bank Guarantee as per attached format (Schedule-VI) valid upto 4 months from the date of submission of bids** in accordance with the provisions of this RFQ-CUM-RFP. The bid security in the form of Bank Guarantee shall be submitted by the bidder on or before the date of submission of bids at RIDCOR HO Office, Jaipur or its site office in Rajasthan.

The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 30 (thirty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it provides a Performance Security under the Contract Agreement. Bid security of the second highest bidder (H2) may be released after elapse of 30 days of issue of LOA to the Selected Bidder or after depositing performance security by H1 Bidder whichever is earlier.

- b) The Selected Bidder's Bid Security will be returned, without any interest, upon the Contractor signing the Contract Agreement and furnishing the Performance Security in accordance with the provisions of the RFQ-cum-RFP and Contract Agreement. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the form of RTGS/NEFT/IMPS in the amount of Performance Security to be provided by him in accordance with the provisions of the Contract Agreement. The bid security in the form of Bank Guarantee shall not be adjusted in the performance security.

c) **Performance Security**

Contractor shall furnish Performance Security within 10 days from the date of issue of Letter of Acceptance (LOA) to the Authority, consisting of

- (i) a crossed account payee demand draft/pay order/RTGS/NEFT, amounting to Rs. [•] (3% of the agreed amount) issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at Jaipur. The bid security @ 3% in the form of RTGS/NEFT/IMPS shall be adjusted against this amount and
- (ii) a bank guarantee as per the format prescribed by the Authority at Schedule-IV from any Scheduled Bank in India having Net Worth of more than Rs. 500 Crore (Rupees Five Hundred Crores) payable at Jaipur for Rs. [•] (an amount equal to thirty (30) days agreed amount), valid for a period upto 30/6/2025 for due observance of the terms and conditions contained herein and the performance of its obligation as per the Contract. This performance security may be submitted in the form of FDR which can be en-cashed and payable at Jaipur.

The Bidder is at liberty to submit a crossed account payee demand draft/pay order issued by a Scheduled Bank in India in lieu of the bank guarantee. RIDCOR is authorized to relax any of the conditions as per above at its sole discretion.

In case, RIDCOR decides to extend the Contract beyond the initial period of 16 months (1/12/2023 to 31/3/2025), the Performance Security shall be extended forthwith by the Contractor up to the end of the extended period plus 3 (three) months.

If, the contractor fails to submit performance security/ execute contract agreement within the prescribed time frame, a penalty of Rs. 5,000/- per day plus applicable GST shall be levied to the contractor until submission of performance security/ signing of contract agreement, as the case may be. If, the selected bidder fails to submit the performance security within 20 days of issuance of LOA, the LOA may be considered as cancelled and his bid security shall be forfeited for which the selected bidder will not be eligible for any claim/compensation and the bidder shall be debarred for bidding in RIDCOR/RIPL tenders for the years 2023-24 and 2024-25.

2.7 Site Visit and Verification of Information

- a) Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.
- b) It shall be deemed that by submitting a Bid, the Bidder has:
 - made a complete and careful examination of the Bidding Documents;
 - received all relevant information requested from the Authority;

- 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;
- satisfied itself about all matters, things and information necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Contract Agreement by the Contractor;
- agreed to be bound by the undertakings provided by it under and in terms hereof; and
- Has carefully evaluated the likely variations in the amounts of user fee collection over the period of the contract for any reasons whatsoever.

2.8 Verification and Disqualification

2.8.1 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to 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 obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

2.8.2 The Authority reserves the right to reject any Bid along with the Bid Security if:

- (a) at any time, a material misrepresentation is made or uncovered, or
- (b) Bidder does not provide, within the time specified by the Authority, supplemental information sought by the Authority for evaluation of Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified / rejected, then the Authority reserves the right to:

- invite the remaining Bidders to submit their revised Bids to match the disqualified highest bidder
- take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.8.3 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, that one or more of the qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Bidder either by issue of the LOA or entering into of the Contract Agreement , and if the selected Bidder has already been issued the LOA or has entered into the Contract Agreement , as the case may be, the same shall,

notwithstanding anything to the contrary contained therein or in this RFQ-CUM-RFP, be liable to be terminated, by a communication in writing by the Authority to the selected Bidder or the Contractor, as the case may be, without the Authority being liable in any manner whatsoever to the selected Bidder or Contractor. 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 and in addition to any other right or remedy that may be available to the Authority under the Bidding documents and/ or the Contract Agreement, or otherwise.

The bid evaluation committee may ask for the pending documents for technical qualification in order to have more competitive bids in a prescribed time frame and such documents have to be submitted by the bidder through online mode.

2.9 Documents to be submitted along with Bid

- I. Bidders should furnish in the format at appendix(s) of this RFQ-cum- RFP duly signed by the authorized signatory. The certificate from independent Chartered Accountant along with UDIN number certifying the turnover/net worth of the Bidder shall be submitted by the Bidder. The bid will be rejected, if the certificate does not have UDIN Number.
- II. The Bidder shall attach copies of the certified/audited annual balance sheet / financial statement for financial year on the basis of which it is meeting eligibility criteria. The financial statement shall reflect the financial situation of the Bidder, which should be duly audited/ certified by Chartered Accountant. Following documents should be furnished along with the BID:
 - Copy of PAN Card and GST Registration Certificate.
 - Power of attorney favouring authorized representative/ signatory in the format given at the appendix of the RFQ-cum-RFP
 - In case the Bidder is a partnership firm, copies of partnership deed with certificate of registration
 - In case of a company, copy of the certification of incorporation and certificate of commencement of business (if applicable)
 - Transaction Receipt of BID security
 - Transaction Receipt of BID processing fee for costs of RFQ-cum-RFP

2.9.1 The Bidder shall submit the Bid on-line through e-portal <https://eproc.rajasthan.gov.in> which shall comprise scanned copies of following documents by the stipulated date and time:

Cover-1

Envelope/Folder 'A' – '**Technical Proposal**' shall contain:

- a) Bidder information in the prescribed format as per the Appendixes along with Annexures and required supporting documents;
- b) Receipt of transaction details of Bid Security;
- c) Irrevocable Power of Attorney for signing the Bid as per the format at Appendix-II;

- d) Duly signed form of Contract Agreement, certifying that the Bidder understands and accepts the terms and conditions of the Contract.
- e) Copies of Bidder's duly audited/ certified balance sheet/ financial statements for the year by which it is seeking eligibility.
- f) Bid Document Fee – Rs. 11,800/- including GST through NEFT/RTGS/IMPS in the designated account of RIDCOR.

E-Tendering Processing Fee – Rs. 2,500/- through NEFT/RTGS/IMPS in the designated account of RIDCOR

Total fee shall be Rs. 14,300/-

- g) The Bidder shall deposit a Bid Security @ 3% of the APC through RTGS/NEFT/IMPS in the designated account of RIDCOR or **Bank Guarantee as per attached format (Schedule-VI) valid upto 4 months from the date of submission of bids** in accordance with the provisions of this RFQ-CUM-RFP.

Before submission of online financial Bid, Bidders must ensure that scanned copies of all the necessary documents have been uploaded with the Bid.

Invitation for RFQ-CUM-RFP Notice/RFQ-CUM-RFP Document/ Draft Form of Contract Agreement can be downloaded from the website <https://eproc.rajasthan.gov.in>. The document downloaded from the website shall not be tempered. If any tempering is detected before signing of the agreement, the Bid security of the Bidder shall be forfeited and the Bidder shall be debarred for a period of one year for Bidding in the Authority.

Cover-2

Envelope/Folder 'B' – '**Financial Proposal**'

The bidder shall quote its financial proposal in Cover-2 (Envelope-B) on the E-Tender portal.

2.10 **Rejection of BIDS:**

- 2.10.1 Notwithstanding anything contained in this RFQ-cum-RFP, the Authority reserves the right to reject any or all Bids and to annul the Bidding process at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reason thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all Eligible Bidders to submit fresh Bids hereunder.
- 2.10.2 The Authority reserves the right not to proceed with the Bidding process at any time, without notice or liability or assigning any reason and to reject any or all Bids.
- 2.11 The Authority shall be entitled to forfeit and appropriate the Bid security as damages *inter alia* in any of the events specified in clause 2.12. The Bidder, by submitting its Bid pursuant to this RFQ-cum-RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal 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.

- 2.12 The Bid Security shall be forfeited as damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Contract Agreement, or otherwise, if
- (a) a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - (b) a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - (c) the Selected Bidder fails within the specified time limit -
 - (i) to sign and return the duplicate copy of LOA; or
 - (ii) to sign the Contract Agreement; or
 - (iii) to furnish the Performance Security within the period prescribed therefor in the Contract Agreement.
 - (d) the Selected Bidder, after issue of LOA, commits any breach thereof prior to furnishing the Performance Security.
- 2.13 Standing Empowered Committee, RIDCOR is authorized to review and take a considered decision on the bid after taking approval from the Director, RIDCOR / Manager, RIDCOR/O&M Committee in order to arrive at an optimized quote in the interest of the company to save further loss of time/cost of the bidding process. The optimized quote may be lower than the Anticipated Potential Collection.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids:

3.1.1 Opening and evaluation of Bids will be done for the bids only through online process. The Authority shall open online bids received as per schedule mentioned in clause 1.3 on the Bid Due Date. The Authority will examine and evaluate the online Bids in accordance with the provisions set out in this Section-3.

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

3.1.3. Correction of Errors; Bids determined to be substantially responsive will be checked and corrected by the Authority for any discrepancy as follows:

“Where there is any discrepancy between the amounts in figures and in words, the amount in words shall prevail.”

The amount stated in the Bid shall be adjusted by the Authority in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected and the Bid Security will be forfeited.

3.2 Tests of Responsiveness:

Prior to opening of financial quotes in various Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFQ- cum-RFP. The evaluation of only the responsive Bids shall be undertaken by the Authority.

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 if:

- (a) Cover/Folder -1 Technical Proposal is digitally signed, complete as required and uploaded on the e-tender portal before the Bid Due Date;
- (b) it is received by the Bid Due Date including any extension thereof, as granted by the Authority;
- (c) it is accompanied with Bid Processing Fee of as prescribed in this document.
- (d) it is accompanied by the Bid Security;
- (e) it is accompanied by the Irrevocable Power(s) of Attorney as specified in this RFQ-CUM-RFP;
- (f) Copies of Bidder’s duly audited/ certified balance sheet/ financial statements for the year by which it is seeking eligibility; and
- (g) it does not contain any conditions or disqualification.

3.2.2 The bid is also to be accompanied with all the information (complete in all respects) as requested in this RFQ-CUM-RFP and/or Bidding Documents (in formats same as those specified);

3.3 Technical Evaluation

- 3.3.1 All Bidders who fulfill the conditions of eligibility specified in Clause 2.2 and meet the other conditions specified in this RFQ cum RFP shall be eligible for opening of their Financial Bid.
- 3.3.2 The bid evaluation committee may ask for the pending documents for technical qualification in order to have more competitive bids in a prescribed time frame and such documents have to be submitted by the bidder through online mode.

3.4 Selection of Bidder

- 3.4.1 The Financial Bid of only those Bidders who qualify in terms of Clause 3.3, shall be opened at the date and time to be specified by the Authority on www.eproc.rajasthan.gov.in portal.
- 3.4.2 Subject to the provisions of Clause 2.8 and Clause 2.10, the Bidder who offers the highest "**Amount**", *in rupees to be paid 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, may invite all eligible Bidders to submit fresh Bids hereunder.
- 3.4.3 A Bidder, who offers the Bid lower than the APC as mentioned in Clause 1.1.1, the Bid of such Bidder shall generally be not considered. However, RIDCOR reserves right to accept the bid even if it is lower than the APC subject to its management approval which shall include but not limited to Standing Empowered Committee /Director/Manager, RIDCOR.
- 3.4.4 In the event that two or more Bidders quote the same amount to the Authority, (the "**Tied Bidders**"), the Authority shall identify the Selected Bidder by inviting the Tie Bidders for second round of Bidding. In the eventuality that any of the Tied Bidders quotes an amount lower than the one quoted earlier, the Bid of such a Bidder shall stand rejected. The opening of the second round financial quote of the Tied Bidders shall be conducted, with prior notice, in the presence of the Tied Bidders who choose to attend. The same is to be repeated till the time the Highest Bidder is identified.
- 3.4.5 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the "first round of Bidding"), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the "second round of Bidding"). If in the second round of Bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of Bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of Bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of Bidding offer to match the said Highest Bidder in the second round of Bidding, the said third highest Bidder shall be the Selected Bidder.
- 3.4.6 In the event, that no Bidder offers to match the Highest Bidder in the second round of Bidding as specified above, the Authority may, in its discretion, invite fresh Bids (the "third round of Bidding") from all Bidders except the Highest Bidder of the first round

of Bidding, or annul the Bidding Process or invite the second highest bidder to take up the work during the bid validity period at his quoted price. Similarly, the same process can be adopted for third highest bidder also. In case the H2 & H3 does not agree to their own quote, then their bid security shall be forfeited.

- 3.4.7 After selection, Letter of Acceptance (the “LOA”) shall be issued 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 LOA in acknowledgement thereof. In the event of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA.
- 3.4.8 After acknowledgement of the LOA as aforesaid and submission of Performance Security by the Selected Bidder, it shall cause the Contractor to execute the Contract Agreement within the period of 10 days. If, the contractor fails to submit performance security within the prescribed time frame, a penalty of Rs. 5,000/- per day plus applicable GST shall be levied to the contractor until submission of performance security. If, the selected bidder fails to execute the contract agreement within 20 days of issuance of LOA, the LOA shall be considered as cancelled and his bid security shall be forfeited for which the selected bidder will not be eligible for any claim/compensation/refund and the bidder shall be debarred for bidding in RIDCOR/RIPL tenders for the years 2023-24 and 2024-25. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement. However, Director/Manager (RIDCOR)/O&M Committee/ Standing Empowered Committee are authorized to relax such condition on case to case basis.

3.5 **Contacts during Bid Evaluation**

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

3.6 **Period of Contract**

- 3.6.1 The Contract period shall be from 1/12/2023 to 31/3/2025 or the days from the date of taking over of toll plazas upto 31/3/2025. RIDCOR may, at its sole discretion, extend the contract period upto 3 months beyond 31/3/2025 (proportionate revenue increase because of 10% increment in toll rates as per the Gazette Notification of GoR w.e.f. 1/4/2025, will be applicable as per standard practices) on same terms & conditions, as mutually agreed. However, in case of Authority deciding to handover the project to the contractor who has purchased the equity of RIDCOR/RIPL or State Government or otherwise, the Authority reserves the right to reduce the period of Contract without any compensation and in such cases of early termination of contract, the total amount payable by the Contractor to the Authority will be proportionately modified depending upon the period.

3.7 **Signing of Contract; Taking over of Toll Plaza & Starting of User fee collection**

After submission of the Performance Security, the Successful Bidder shall be required to sign the contract in the form of contract prescribed herein within 10 (ten) days from the date of submission of the Performance Security and after signing the contract, the successful Bidder shall be required to take over the Toll Plaza and start the User fee collection within 2 (Two) days of date of signing the Contract or within the date as may be prescribed by the Authority in LOA.

However, after issue of Letter of Acceptance (LOA) and its acceptance by successful bidder, the bidder shall be allowed to collect user fee from 01/12/2023 (00:00 Hrs) subject to the condition that the bidder deposits security of 7 days amount as per bid in the form of demand draft/RTGS to RIDCOR on or before 30/11/2023. The contractor shall deposit the user fee collection on daily basis to RIDCOR till submission of performance securities and execution of contract agreement.

Within 28 days of the date of signing of contract or within such period as provided in the applicable law, whichever is lesser, the successful Bidder shall, if required, have the correct Stamp Duty adjudicated by the Inspector General of Registrations, Rajasthan and pay the requisite stamp duty as adjudicated by the Inspector General of Registrations, Rajasthan. The Contractor shall return the duly stamped, signed and executed agreement/contract to the Authority, as per the terms of Contract, unless exempted by any law for the time in force. Successful Bidder's failure to sign the Contract, take over the Toll Plaza and start User fee collection within the period stipulated above shall result in forfeiture of the Performance Security. However, Standing Empowered Committee/Director/Manager, RIDCOR is empowered to approve any extension of timelines/relaxation.

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 subsequent to 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 and in addition to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove 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-CUM-RFP issued by the Authority during a period of 1 (one) year 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 contract period 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) 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 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; 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. MISCELLANEOUS

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Jaipur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.2 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.
- 5.3 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 hereunder, 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 future.

APPENDICES

APPENDIX-I

Letter Comprising the Application

To

Road Infrastructure Development Company of Rajasthan Ltd. (RIDCOR)
Office No. 701-706, 7th Floor, ARG Corporate Park,
Gopal Bari, Ajmer Road, Jaipur - 302001
Phone: 0141-2747001, Email: office@ridcor.in

Subject: **Bid for “Collection of User Fees and Operation of Toll Plazas along the Baran-Jhalawar road (Package : LJ-2) at user fee collection plaza Ladaniya (Km 55) for the period 01/12/2023 (00:00 Hrs) to 31/03/2025 (24:00 Hrs)”**

Dear Sir,

With reference to your RFQ-CUM-RFP document dated _____, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided by us in the Bid and the documents accompanying the Bid for selection of the Contractor for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Contractor for operations of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We declare that:
 - (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (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, as defined in the RFQ-CUM- RFP document, in respect of any tender or Request for Qualification-cum- 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
 - (c) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFQ-CUM-RFP, 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; and

- (d) the undertakings given by us along with the Technical Proposal in response to the RFQ-CUM-RFP for the Project are true and correct as on the date of making the Bid and are also true and correct as on the Bid Due Date and I/we shall continue to abide by them.
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with of the RFQ-CUM-RFP document.
 8. I/ We believe that we satisfy(s) the Turnover criteria and meet(s) the requirements as specified in the RFQ-CUM-RFP document.
 9. I/ We declare that we are not a Member of a/ any other Firm/agency submitting a Bid for the Project.
 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 a doubt on our ability to undertake the Project 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 blacklisted/debarred/charge-sheeted by any agency of the Authority or convicted by a Court of Law.
 12. I/ We further certify that we including our Associates or our CEO or any of our directors/managers are not convicted in any criminal case/investigation by regulatory authority.
 13. I/ We hereby irrevocably waive any right or remedy 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 Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
 14. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Contract Agreement in accordance with the Form of Contract Agreement that has been provided to me/ us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid Form of Contract Agreement and agree to abide by the same.
 15. I/ We have studied all the Bidding Documents carefully and also surveyed the project road and the traffic. We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.
 16. I/We agree and understand that RIDCOR may, at its sole discretion, extend the contract period upto 3 months beyond 31/3/2025 (proportionate revenue increase because of 10% increment in toll rates as per the Gazette Notification of GoR w.e.f. 1/4/2025, will be applicable as per standard practices) on same terms & conditions, as mutually agreed.
 17. I/We agree and understand that RIDCOR shall be entitled to terminate this Contract at any time at the sole discretion of RIDCOR after giving 30 days prior notice in writing and in that event, the I/we shall not be entitled to any claim, or any compensation whatsoever on account of such termination. My/our accounts up to the date of termination shall be settled mutually within 3 months of such termination.

18. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
19. The amount has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFQ-CUM-RFP, Form of Contract Agreement, our own estimates of costs and traffic and after a careful assessment of the site and all the conditions that may affect the contract amount and operations of the project.
20. I/ We agree and undertake to abide by all the terms and conditions of the RFQ- CUM-RFP document.
21. I/We agree that the email address as indicated in the Annex-I (Details of Bidder) shall be considered as authorized point of communication and all the information/ correspondence should be sent on this email address.
22. I/We agree and undertake to be jointly and severally liable for all the obligations of the Contractor under the Contract Agreement till termination/ successful completion of the Project in accordance with the Contract Agreement.
23. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFQ-CUM-RFP.
24. I/We hereby undertake that I/We did not left the user fee collection works 2021-22 and 2022-23 awarded by RIDCOR/RIPL for any reason whatsoever. Hence, I/We are eligible to bid for the user fee collection work tenders of RIDCOR/RIPL for FY 2023-24. I/We include our group entities, associates, affiliates and firms in which partners / directors of these agencies are partners / directors or proprietors. In case non-compliance to this clause is identified at a later date, I/We understand that the contract is liable to be cancelled and performance security forfeited.

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

Yours faithfully,

Date: (Signature, name and designation of the Authorised signatory)
Place: Name and seal of Bidder

Annex-I
Details of Bidder

1. (a) Name:
(b) Country of incorporation:
(c) Address of the corporate headquarters and its branch office(s), if any, in India:
(d) GST Registration No.
(e) PAN No.
(f) Date of incorporation and/ or commencement of business

2. Brief description of the Company/Firm including details of its main lines of business and proposed role and responsibilities in this Project.

3. Details of individual(s) who will serve as the point of contact/ communication with the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:

I agree that the email address as indicated above shall be considered as authorized point of communication and all the information/correspondence should be sent on this email address.

4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
 - (f) Email Address
 - (g) Aadhar Number
 - (h) PAN No.

Date: _____ (Signature, name and designation of the Authorised signatory) Place: _____
Name and seal of Bidder/Lead Member

Appendix I

Annex-II

Financial Capacity of the Bidder*

(to be certified by the Chartered Accountant)

Particulars	Turnover			Net worth# on as at 31/3/2023
	2020-21	2021-22	2022-23	

Bidder may submit turnover or net worth certificate as applicable.

“Turnover/net worth as certified in above table represents turnover of M/s(name of bidder) only on standalone basis and does not include turnover of any sister concern of M/s(name of bidder).”

NOTE: *Whether a Company, Partnership firm/LLP, Proprietary firm, Individual

: In case of Partnership firm/Propriety firm, the Turnover of the firm and not of the individual partners shall be considered.

Date:
Place:

(Signature, name and designation of the Authorised signatory)
Name and seal of Bidder

Appendix I

Annex-III

Authorization Letter

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To,

Road Infrastructure Development Company of Rajasthan Ltd. (RIDCOR)
Office No. 701-706, 7th Floor, ARG Corporate Park,
Gopal Bari, Ajmer Road, Jaipur - 302001
Phone: 0141-2747001, Email: office@ridcor.in

Dear Sir,

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

We have agreed that (insert 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 letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of.....

APPENDIX-II

Power of Attorney for signing of Bid[§]
(Refer Clause 2.9.1)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the Project proposed by the Road Infrastructure Development Company of Rajasthan Ltd. (RIDCOR) (the “Authority”) including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into the Contract Agreement with the Authority.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2023

For.....

Witnesses:

(Signature, name, designation and address)

[§]To be submitted in original before signing of the contract agreement (successful bidder)

Accepted

Notarised

(Signature, name, designation and address of the Attorney)

Notes:

- *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.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney (certified as true copy by Company Secretary or Director or Partner, as the case may be) in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

ATTACHMENT

**Road Infrastructure Development Company
of Rajasthan Ltd. (RIDCOR)**

**FORM OF CONTRACT AGREEMENT FOR COLLECTION OF USER FEE
FOR THE PERIOD**

This Agreement is entered into on this [●] day of [●] 2023 at [●]

Between

Road Infrastructure Development Company of Rajasthan Ltd. a company incorporated [●] having its registered office at Office No. 701-706, 7th Floor, ARG Corporate Park, Gopal Bari, Ajmer Road, Jaipur – 302001 (hereinafter referred to as “RIDCOR” or Authority” which expression shall unless repugnant to the subject or the context include its permitted assigns and successors)

And

[●] a company /partnership firm/proprietorship incorporated -----under the [●]having its registered office at -----(hereinafter referred to as “Contractor” which expression shall unless repugnant to the subject or the context include its permitted assigns and successors)

Whereas, the Authority has in accordance with PDA executed with the Government of Rajasthan (GoR), developed the **Baran-Jhalawar Road** on BOT mode not only to reduce the travel time but also to open up the avenues for industrial and urban development of the region which in turn shall add a new dimension to the progress of the State of Rajasthan.

WHEREAS under Gazette Notification No. F.8(21)P.W/2004/Part-I dated 3/9/2005 the State Government has authorized RIDCOR to levy a user fee upon the above road in order to recover the cost of the project, interest thereon, operation & maintenance, major maintenance cost, reasonable profit, development of new roads etc.

Whereas, the Authority had invited the Bids through a fair and transparent bidding process and the H1 Bidder has been selected as the Contactor for “**Collection of User Fees and Operation of Toll Plazas along the Baran-Jhalawar road at user fee collection plaza Ladaniya (Km 55) for the period 01/12/2023 (00:00 Hrs) to 31/03/2025 (24:00 Hrs)**” on the aforesaid Road at the rates specified in Schedule-I (A) hereto appended.

The user fee collection is to be done at the rates specified in the **Schedule-I(A)** hereto appended. The collection of user fee has been agreed between Road Infrastructure Development Company of Rajasthan Ltd. (“RIDCOR” or “the Authority”), **Jaipur** and
(Name of Contractor) for the period commencing from the date **(00:00 Hrs) to 31/03/2025 (24:00 Hrs)** in consideration of amount subject to the conditions hereinafter mentioned.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. ENGAGEMENT OF CONTRACTOR:

In consideration of the premises, RIDCOR (“Authority”) hereby engages the Contractor and the Contractor do hereby agree to act as the Contractor of RIDCOR for collection of User Fee and Operation of Toll Plazas for the use of the above said highway stretch/road.

2. PERIOD OF AGREEMENT AND CONSIDERATION :

2.1 Period of Agreement

(i) The Contract/Agreement shall be for a period of 16 months starting from 1st December 2023 (0000 hrs.) to 31st March 2025 (2400 hrs.) (hereinafter referred to as **Contract Period**).

However, the Authority solely reserves the right to reduce the period of contract. In case of any such reduction in the period of Contract, the Contractor shall not be eligible to any compensation and the total amount payable by the Bidder to the Authority will be proportionately calculated depending upon the actual period of collection. The contractor understands and acknowledges that decision of the Authority shall be binding and final in this case

(ii) The period of contract shall be for 16 months starting from 1st December 2023 (1/12/2023 to 31/3/2025). **The contract period may be extended for a maximum period of 3 months beyond 31/3/2025 (proportionate revenue increase because of 10% increment in toll rates as per the Gazette Notification of GoR w.e.f. 1/4/2025, will be applicable as per standard practices) on same terms & conditions, as mutually agreed.**

2.2 The amount payable by the contractor shall be Rs. (Rupees -) plus Tax collected at source (TCS) and shall be payable on equal weekly installments as below:

Table-1

	Amount of weekly installment in Rupees	Day of Payment of Installment
1st to 70th installment on weekly basis	Weekly amount = Rs. {(quoted amount) / 487} x 7 plus applicable taxes	Latest by Tuesday of the following week. If this be a holiday then on next working day

Note: No partial installment will be accepted except for the 1st and the last weeks of financial year. All the tax liabilities shall be borne by the Contractor.

3. REPORTING

(a) The Contractor shall provide to the Authority, a weekly data as per the format prescribed by the Authority on category wise traffic plying on the highway and revenue along with fulfilling all other obligations as per the provisions of this Agreement. The Authority or its designated Project Manager shall have an unfettered discretion to seek data from the Contractor.

(b) The Authority shall have the right to conduct traffic census / traffic study on the Project Highway with or without any intimation to the Contractor.

4. RATE OF USER FEE:

- (a) The Contractor shall collect User Fees at such rates only and from such vehicles only in terms of and as per the toll rates of various categories of vehicles notified by the State Government vide Notification No. dated for the use of the said Highway and in strict compliance with the provisions of the Rules and the Notification. A copy of the said Notification is appended as **Schedule I**.

The Contractor specifically undertakes not to claim during continuity of the Contract any change including addition, deletion and change in the classification mentioned or the rate of User Fee specified in the Notification referred above and appended to this Contract as Schedule-I for any reason whatsoever, under any circumstance.

- (b) The Contractor shall not be allowed to make its own interpretation about a particular type of vehicle attracting a particular rate so as to charge a higher rate from a particular type of vehicles. Decision of the Authority on such matter shall be final and binding.

5. COLLECTION ONLY AT PRESCRIBED RATE:

The Contractor shall ensure that under no circumstances, User Fee in excess of the prescribed rate or without issuance of receipt in the specified format including particular condition for such receipts, prescribed by the Authority is charged by the Contractor from the road users. Computerized/POS receipts (other than FASTag transactions) shall be arranged by the Contractor at his own cost as per approved format by RIDCOR.

6. 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 collection of User Fee, or both is hereby reserved.
- (b) The revised remittance on annual variation of User fee rates will be determined using the weighted percentage variation in the rates of all categories of vehicles, using proportions of different categories of vehicles and considering single journey rates.

Provided that, any modification, change or variation in the terms/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 discussions between the Contractor and the Authority with regard to the consequential adjustment in the amount payable by the Contractor to the Authority.

- (c) The proposal on revised amount along with the supporting calculations shall be submitted by the Contractor to the Authority at least 7 days prior to the actual applicable date. The Authority will give approval within 7 days. In case of delay in approval by the Authority, the Contractor shall deposit the revised amount from applicable date as per their own proposal on the revised amount and the difference, if any, found later as per approved remittance by the Authority, shall be deposited by the Contractor along with an interest @ 12% p.a., within 7 days from date of approval of revised amount by the Authority.

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 discussions between the Contractor and the Authority with regard to the consequential adjustment in the amount payable by the Contractor to the Authority **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 Standing Empowered Committee as per Clause 27.**

7. COMMENCEMENT AND TERMINATION OF USER FEE COLLECTION:

- (a) The User Fee collection shall commence from the date as specified in Clause 2 and shall terminate on the date mentioned in the contract agreement.
- (b) The right to collect User Fee shall come to an end on the date mentioned in this contract agreement, subject to clause 2 (ii), reckoned from 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 contract period as per Clause 2.

8. EXEMPTION OF VEHICLES AND CONCESSION:

- (a) Type(s) of vehicles exempted as stated in the Schedule II appended to this Contract could be varied at any time either by the Authority or by the State Government. 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 from user fee under the Indian User (Army and Air Force) Act, 1901 and rules there under, further extended to officials of Indian Navy, shall be honored by the Contractor.
- (c) The Contractor shall ensure to provide monthly and daily pass for multiple journey in accordance with the provision in the Notification appended in Schedule-I. In case of any dispute about eligibility of any User about a particular concession or about the operating procedure, the decision of the Authority concerned or Project Manager as his authorized representative shall be final and binding on the contractor.
- (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 50 (fifty) times of the value of User Fee charged from such eligible User as penalty within 7 days of the issue of a notice by the Authority/Project Manager of RIDCOR in this regard.
- (e) All the accredited journalists, using his own private vehicle, shall be exempted from paying User Fee on production of valid Identity Card.
- (f) All Govt. vehicles including hired vehicles being used by Govt. Officers on Govt. duty shall be exempted from user fee and not unreasonably detained while crossing the road.
- (g) No consumable item shall be sold in lieu of change. A penalty of Rs. 500/- per incident shall be charged in case of any default by contractor.

- (h) Vehicles of RIDCOR/RIPL and vehicles engaged by RIDCOR/RIPL or vehicles of any agency engaged by RIDCOR/RIPL for Operations & Maintenance/Major Maintenance of the Project Roads or any other activity under Mega Highways Project of RIDCOR/RIPL shall be exempted for paying any user fee.
- (i) Contractor shall give concession to local residents as per GoR notification dated 7th June, 2008 attached here with. The address given in the rent agreement of local residents & Property Ownership documents duly verified by concerned Police Authority and Aadhar Card will also be considered as proof of being a local resident.
- (j) In case of any directions issued by the Government of Rajasthan / RIDCOR regarding but not limited to exemption of rally vehicles etc., the contractor shall be bound to exempt such vehicles from user fee and no claim shall be entertained or remission granted in this regard.
- (k) RIDCOR/Authority has right to issue passes, which will be binding on the contractor. The fee of such passes shall be credited to the contractor.

9. PLACE OF COLLECTION:

- (a) The Contractor shall collect User Fees only at designated Toll Plazas along the said Highway in the State of Rajasthan where, user fee Collection Booth(s) are put up by the Authority. Such booth(s)/plaza/plaza area cannot be used or allowed by the Contractor to be used by others for any other purpose; including for sale of any commodity or advertisement/donations. Any advertisement by toll contractor in plaza area is strictly prohibited.

Any deviation will be treated as breach of contract and action for termination of contract shall be initiated against the contractor forthwith.
- (b) The Contractor undertakes not to demand any additional place for collection of User Fee or for installation of check barriers under any circumstances and for any reason whatsoever. The Contractor also undertakes not to collect User Fee from any other location on the highway stretch. The decision of the Authority in this regard shall be final and binding.
- (c) The Authority reserves the right to change the location of collection point including the right of addition, removal and merger of the number of User Fee collection plazas as notified through fee notification from time to time. In case of a plaza being closed by any of such notification, the contract shall come to an end and the performance guarantee of the contractor shall be refunded in compliance to other provision of the contract in this regard.

10. DIVERSIONS:

- (a) The Contractor undertakes and confirm to have surveyed the said Highway and surrounding area including any accesses or diversion(s) and that Contractor has submitted its Bid taking into consideration all such accesses or diversion(s) or any diversion of traffic due to deterioration in road conditions or closure of road for maintenance work or development of any parallel roads / highways by any state or central agency, whether existing or likely to be created in the future which any road User may opt, inter-alia, to avoid payment of the User Fee by bypassing the User Fee collection booths.

- (b) The Contractor undertakes that it shall not make any claim for any decrease in traffic on the ground of diversion of the traffic as per clause 10(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 demand any compensation as per 10(a) and 10(b) above. The contractor shall not demand closure by any authority whatsoever, of any lateral entry to the said 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 toll plaza.

11. HANDING OVER THE TOLL PLAZA(S):

- (a) The Authority shall endeavour to hand over the user fee collection booths at designated Toll Plazas along the Highway at 00.00 hrs on the date mentioned in the LOA/Contract Agreement to the Contractor for the purpose of User Fee collection on the said Highway.
- (b) The Authority has the right to entrust the Toll Plaza(s) earlier than the date mentioned in Clause 11(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 beyond the end date mentioned in the Contract.
- (c) In case, the Authority fails to handover the Toll Plazas on the date and time mentioned in Clause 11(a) above and hands over the same after the date and time mentioned in clause 11(a), the Contractor is not entitled for any extension beyond March 31, 2025.
- (d) In such case as mentioned in 11(b) and 11(c) above, the contract period along with the obligation of total amount payable by the Contractor to the Authority as mentioned in the Table-1 above shall change proportionately and commence from the date and time of actual handing over the toll plaza.
- (e) The Contractor shall handover the Toll Plaza(s) on 00.00 hrs of the following day of the completion of the period of Contract as per Clause 7 above.
- (f) In case, the Contractor fails to handover the Toll Plaza on 00.00 hrs of the following day of the completion period of the Contract or in case of termination of the Contract on the last day and the time given in notice for termination to the Authority together with all the equipment, 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 quoted amount in the Bid, for each day in addition to payment of proportionate User Fee at the Contract rate for the period of over stay. The Contractor shall also be liable to pay to the Authority such replacement cost of infrastructural facilities, equipment and all other articles as are not in good condition or may be replaced/restored by the Authority or its authorized representative (Project Manager) whose decision in the matter shall be final and binding on the contractor.
- (g) Upon expiry of the 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 in days (if any) and calculation of interest/penalty for delay in depositing the remittances, etc. for settlement of all accounts of the Contractor and issuance of No Dues certificate by the Authority.

12. 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 at the User Fee collection plazas. The height of the display boards and 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 Toll 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.

13. REQUIREMENT OF PERSONNEL FOR USER FEE COLLECTION:

For the purpose of discharging its obligations under this Contract, the Contractor shall deploy adequate number of personnel of suitable 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 free flow of traffic, in or around the plaza including in the User Fee collection booths.

Such qualified & experienced personnel should be deployed by the contractor. The personnel should be able to interact with computer systems. However, the Authority reserves the right to serve directions for any change in the category of personnel to be deployed by the Contractor, for the purpose of User Fee Collection for ensuring free flow of traffic.

14. DEPLOYMENT OF PERSONNEL:

- (a) The Contractor shall ensure that the personnel deployed by it for discharging its duties under this Contract are in good health and possess good conduct of highest integrity, punctual, are not addicted to alcohol, well dressed in the prescribed uniform provided by the contractor, well-behaved, qualified and experienced in toll operations.
- (b) The Contractor shall provide optimum manpower at toll plaza such that all the lanes are always open for road users and the users have not to halt unnecessarily at toll plaza. The toll contractor shall provide the police verification of all the employers engaged at toll plaza within 1 month of their deployment. The number, qualification & experience of personnel to be deployed should be in accordance with the details given in Schedule-VII of this contract. However, the Authority reserves the right to serve directions for any interchange in the category of personnel (total deployment will remain according to Schedule-VII) to be deployed by the Contractor, for the purpose of User Fee Collection and upkeep/maintenance of adjacent Toilet blocks for ensuring free flow of traffic.
- (c) The personnel deployed shall necessarily wear the ID Card indicating name of the individual and the name of the Contractor. The personnel shall strictly wear the uniform which shall consist of dark blue trouser & shirt of white/light blue.
- (d) The Authority reserves its right to object to the deployment of any personnel without assigning any reason thereof 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 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 of commission/omission or any incident involving the Contractor or any of its personnel in any criminal or civil case. The Contractor shall be responsible for all consequences of acts/incidents that may take place and the Contractor shall forthwith intimate the said incident and the corrective or preventive action taken to the Authority.
- (g) The Contractor specifically agrees that any 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, the permission of replacement of key personnel/ other staff will be obtained from the concerned authorized representative of the Authority. The authorized representative, if satisfied with the reasons submitted to him, may allow such replacement.
- (i) RIDCOR has commissioned FASTag at all toll plazas. The contractor shall extend full cooperation in safe and secure operation and maintenance of toll automation system and shall be bound by the advice of the Authority in this regard.

- (a) The fee collection contractor is responsible for traffic management in ETC lane including security of ETC equipment.

A list of ETC equipment installed at the Fee Plaza will be handed over by concerned AM-IT/APM, RIDCOR to the fee collection contractor for ensuring their safety and security. If there is any loss or damage to ETC equipment at any fee plaza other than for the reasons attributable to ETC equipment / system supplier of RIDCOR, it will be construed as failure of the contractor in discharging their duty and the cost of such loss or damage will be recovered from the fee collection contractor from any due amount / available performance security and such bidder / contractor shall be debarred from participating in any tender or RFP issued by the Authority for a period of 01 (one) year or as decided by the Authority without prejudice to any other rights of the Authority under the bidding documents / Contract Agreement and / or applicable law.

- (b) In case where ETC reader and allied infrastructure is available but found inadequate in peak hours of traffic or giving troubles, the user fee collection contractor should make necessary alternative arrangement for installation of ETC reader (or handheld reader) including allied infrastructure compatible with the existing system integrator in all the lanes at the fee plaza at his own cost with the prior approval of Project Manager, RIDCOR.

Any issue regarding deficiency or non-functioning of Hybrid ETC System installed by System Integrators may be reported on email id office@ridcor.in with copy to Project Manager, RIDCOR concerned.

15. 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.

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. The auditor of the Authority may check details of statutory deductions, compliances etc. and the contractor has to provide all the details as per prescribed timelines.

- (b) 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.
- (c) The contractor is also responsible to provide healthy and supportive working environment, First aid boxes and facility, Doctor on call, fire extinguishers, potable water, clean sanitary conditions at the work site, adequate plantation (20-50 trees) and shrubs/planters in the plaza complex (100-500 m) and maintained them at his own cost.

16. PROVISION OF INFRASTRUCTURE:

- (a) The minimum infrastructure to be maintained by the Contractors are as under:
- (i) The maintenance of Computers and its peripherals shall be in scope of the Contractor, who shall be responsible for repair/replacement in case of any damage during operation. The Contractor shall inform the Authority about any such repair/replacement.
- (ii) Standby Diesel Generator for power shall have to be arranged by the Contractor. Contractor shall be responsible for undertaking routine maintenance of assets of toll plaza & building and shall be responsible for repair/replacement in case of damage during operations. No diesel or other inflammable POL shall be stored at the plaza without adequate safety measures. The contractor shall be solely responsible for any accident that may occur if such fuels are stored without required safety measures.
- (iii) The contractor shall bear all electricity, fuel charges for generator, water charges etc. for executing the scope of work under the contract, and shall submit proof of payment for electricity & water charges to RIDCOR on a monthly basis.
- (iv) The Contractor will provide vehicle crossing details with number of vehicles, type of vehicle, date and time of crossing the plaza etc. in the format as approved by the Authority.

- (v) Contracts for AMC of TMS provided at each toll plaza and AMC of generators available at each toll plaza, have been awarded by RIDCOR and corresponding expenses on monthly basis will be borne by RIDCOR. Various services, maintenance activities required at each toll plaza, its scope etc. has been detailed hereinunder which will be borne by the respective stakeholders as under:

S. No.	Work Detail	Scope	Conditions (actual expenses to be borne by the stakeholder)	Amount in Rs. excl. GST
1	TMS AMC p.a.	RIDCOR	RIDCOR	-
2	Lease Line payment p.a.	RIDCOR	RIDCOR	-
3	DG Servicing with spares, wherever and whenever required p.a.	RIDCOR	RIDCOR	-
4	Stabilizer AMC with spares, wherever and whenever required p.a.	RIDCOR	RIDCOR	-
5	DG AMC Charges p.a.	RIDCOR	RIDCOR	-
6	AC AMC p.a. for each AC	RIDCOR	RIDCOR	-
7	Electricity Bills	Toll contractor	To be paid by the toll contractor on monthly basis	As per actual
8	POL charges for DG set	Toll contractor	To be paid by the toll contractor	As per actual
9	Skilled Electrician at each toll plaza (1 no.)	Toll contractor	The reporting of the electrician will be to the AM-IT deployed by RIDCOR	As per actual
10	Boom Arms	RIDCOR	To be paid by the toll contractor on monthly basis as per demand note of AM-IT	As per actual
11	House Keeping Staff for TMS maintenance	Toll contractor	To be provided by toll contractor as and when required by AM-IT/APM	As per actual
12	Other Misc. Works i.e. electrical fixture, Stationary, wear and tear of hardware, Water Borewell motor repairing, Fans etc.	Toll contractor	Actual expenses to be borne by the toll contractor	As per actual
13	Merchant Discount Rate (MDR) + GST	RIDCOR	RIDCOR	-

- (vi) RIDCOR has engaged one IT person i.e. AM-IT for upkeep and maintenance/AMC of toll plaza systems and equipment who in turn will be responsible for safety and smooth functioning of TMS at the level of toll contractor. The toll contractor is mandated to follow/comply the directions of AM-IT in safe and secure use of existing TMS including all other electrical/electronic gadgets in the toll plaza premises.
- (b) The Authority shall handover the Toll Plaza to the Contractor in the condition as existing on 7 days prior to Bid due date on 'as is where is basis'. The contractor shall carry out upgradation/provide facilities as required, to discharge its duties in consultation and with prior approval of the Authority.
- (c) The repair and maintenance of such existing facilities as provided by the Authority, shall be the sole responsibility of the Contractor including but not limited to payment of electricity bill, fuel, consumables like electricity bulbs, water charges etc. The Authority may provide available consumables, if any, at the time of handing over of the User Fee collection plazas/booths only, thereafter all consumables shall be arranged by the Contractor at its own cost and at the time of taking over the facility

by the Authority, if any liability/obligation(s) regarding repair and maintenance and consumables remains unfulfilled by the Contractor, same shall be adjusted by the Authority from Performance Security.

- (d) Computerized/POS receipts (other than FASTag transactions) shall be arranged by the Contractor at his own cost as per approved format by RIDCOR.
- (e) An inventory (along with the condition and present book value) of infrastructural facility /equipment, and all other articles (properties of RIDCOR only) shall be prepared and duly signed by both the parties at the time of handing over or taking over of the Toll Plaza(s). Rental article/equipment, if any, shall be returned immediately after handing 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. The opinion of the Project Manager as Authorized Representative of the Authority for maintenance obligations of the user fee collection plaza etc. shall be final and binding on the Contractor and the Contractor shall remove/repair the defects as pointed out by the Authorized Representative of the Authority immediately failing which Authorized Representative of the Authority shall be competent to repair/remove the same and the cost incurred in doing so shall be recovered from the Contractor within 7 days.
- (g) The toll contractor shall make necessary arrangements for power/lighting to ensure proper working of the Toll Plaza(s) including various office equipment installed, maintaining and running all electric arrangements and stand-by generator along with electric lighting and bearing all expenses thereon during the entire period of this Contract, maintenance of the plaza buildings and the steel, canopy works and paying punctually electricity and water charges in respect of the Toll Plaza(s)/collection booths as they become due and payable during period of this Contract. The contractor has to ensure to lit all lights including street lights during night time otherwise a penalty of Rs. 1,000/- per day per toll plaza shall be imposed by Project Manager/Authority.
- (h) The Contractor shall keep proper records and shall make available all records for inspection as and when required by Authority or his authorized representative.
- (i) The repair of the road section at the User Plaza site will be the responsibility of the RIDCOR, however cleaning of the road section within 500m of either side of plaza is responsibility of the contractor.
- (j) RIDCOR is planning to install and commission solar power system at all the toll plazas to promote clean energy and reduce monthly recurring expenses on electricity bills. The toll contractor will have to provide necessary cooperation during installation and commissioning of solar power system at toll plaza and no claim whatsoever in this respect will be admissible. After installation of the solar power system, the toll contractor shall be liable to pay an amount of Rs. 20,000/- per toll plaza per month to RIDCOR as compensation due to reduction of electricity bills.

17. INSURANCE:

- (a) The Contractor shall indemnify the Authority and arrange adequate insurance to cover each of its personnel deployed against any type of accidents, for all the assets owned by the Contractor and cash in booth, cash in chest, and cash in transit. The contractor shall also undertake third party liability / fidelity insurance against any kind of loss incurred to any third party attributable to the contractor and its obligation. The expenditure incurred for procuring such insurance shall be borne by the Contractor alone. The contractor shall be solely responsible for complying with all the provisions of the Workmen Compensation Act, 1923 and labour laws applicable. The contractor shall submit copies of the insurance covers to the Authority within one month of commencement of the contract. In case, the contractor does not take the adequate insurance cover as above, then the contractor shall be liable for a penalty of Rs. 1,000/- per day after 30 days from the commencement date till the default is made good.
- (b) The Authority shall take adequate Insurance cover at its own cost, for all the properties handed over to the contractor for comprehensive risk.

18. PERFORMANCE SECURITY:

In compliance with the conditions of Letter Of Acceptance (LOA) -

1. the Contractor has deposited additional advance cheques payable at par at all branches of bank (two cheques for each month as advance cheques for entire Period of user fee collection Contract) for an amount of total user fee Contract Amount as above.
2. An additional cheque (1 No.) has also been submitted by the Contractor for an amount of one week installment and the first installment shall be encashed through this cheque.

It is agreed by the Contractor that the advance cheques deposited as security may be encashed in case of non-deposition of weekly installments (as refereed in clause 1) accumulating to amount of 2 weeks by the Contractor at the sole discretion of Project Manager. The Contractor shall not be entitled to claim any remission under any circumstances whatsoever.

The cheques shall be encashed after 2 weeks and the balance amount will be remitted to the Contractor. The Contractor by way of an Affidavit has agreed that before completion of Contract Period, he will not close the bank account of which the advance cheques are submitted by him. Advance cheques shall be of the bank account which is used by the toll contractor for depositing daily toll collection.

Table-2

S. No.	Calculation of Cheque Amount	Total Cheque Amount (in Rs.)	Cheque No.	Cheque Date
1	3.125% + TCS			
2	3.125% + TCS			
3	3.125% + TCS			
4	3.125% + TCS			
5	3.125% + TCS			
6	3.125% + TCS			
7	3.125% + TCS			
8	3.125% + TCS			
9	3.125% + TCS			
10	3.125% + TCS			
11	3.125% + TCS			
12	3.125% + TCS			
13	3.125% + TCS			

S. No.	Calculation of Cheque Amount	Total Cheque Amount (in Rs.)	Cheque No.	Cheque Date
14	3.125% + TCS			
15	3.125% + TCS			
16	3.125% + TCS			
17	3.125% + TCS			
18	3.125% + TCS			
19	3.125% + TCS			
20	3.125% + TCS			
21	3.125% + TCS			
22	3.125% + TCS			
23	3.125% + TCS			
24	3.125% + TCS			
25	3.125% + TCS			
26	3.125% + TCS			
27	3.125% + TCS			
28	3.125% + TCS			
29	3.125% + TCS			
30	3.125% + TCS			
31	3.125% + TCS			
32	3.125% + TCS			

Note: TCS as applicable

In case any advance cheque is submitted to bank and same gets bounced/dishonoured, legal action under Section 138 of Negotiable Instrument Act and other applicable laws shall be initiated by RIDCOR against the Contractor.

User Fee shall be levied according to the rates /vehicle category and other than those which have been exempted or which may hereafter be exempted by the Government prescribed as per Gazette Notification of the State Government for RIDCOR road stretches. The list of exemption in force is given in **Schedule-II** hereto appended which shall form integral part of this Agreement.

3. The Contractor has furnished Performance Security to the Authority, consisting of

- (i) a crossed account payee demand draft/pay order/RTGS/NEFT, amounting to Rs. [•] (3% of the agreed amount) issued by a Scheduled Bank in India, drawn in favour of the Authority and payable at Jaipur. The bid security @ 3% in the form of RTGS/NEFT/IMPS shall be adjusted against this amount and
- (ii) a bank guarantee as per the format prescribed by the Authority at Schedule-IV from any Scheduled Bank in India having Net Worth of more than Rs. 500 Crore (Rupees Five Hundred Crores) payable at Jaipur for Rs. [•] (*an amount equal to one (1) month agreed Amount*), valid for a period upto 30/6/2025 for due observance of the terms and conditions contained herein and the performance of its obligation as per the Contract. This performance security may be submitted in the form of FDR which can be encashed and payable at Jaipur.

Alternatively, the Contractor is at liberty to submit a crossed account payee demand draft/pay order issued by a Scheduled Bank in India in lieu of the bank guarantee.

In case, RIDCOR decides to extend the Contract beyond the initial period of 16 months (1/12/2023 to 31/3/2025), the Performance Security shall be extended forthwith by the Contractor up to the end of the extended period plus 3 (three) months.

If, the contractor fails to submit performance security/ execute contract agreement within the prescribed time frame, a penalty of Rs. 5,000/- per day plus applicable GST shall be levied to the contractor until submission of performance security/ signing of contract agreement, as the case may be.

- (a) The said Performance Security including the Bid Security, shall not bear any interest. Performance Security shall be refunded within 90 days after settlement of all the accounts by the Contractor and upon issuance of No Dues certificate by the Authority.
- (b)
 - (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 adjusts 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 Performance Security shall not be adjusted towards installments due to the Authority from the Contractor. However, in case of termination, all due amounts shall be adjusted from the performance security.

19. PENALTY FOR CHARGING EXCESS USER FEE:

- (a) In case, it is observed to the satisfaction of the Authority that the toll contractor has charged User Fee in excess of the prescribed rate, the Authority may impose a penalty of an amount equal to fifty times of the actual excess amount so charged per day i.e. (actual excess amount charged x 50) for each such incident. After three such incidents of levy of penalty for excess charging, the part of performance security of an amount equal to 1 (one) months agreed Amount as per amount stated in Letter of Acceptance shall be forfeited in addition to such recoveries. The contractor shall have to replenish the forfeited performance guarantee, in the same mode as it was deposited earlier, within 10 days of such forfeiture to continue with the collection work failing which the contract shall be terminated immediately and the balance performance guarantee shall also be forfeited. If the incident of excess charging is again repeated after forfeiture of part performance guarantee, the Authority shall terminate the contract with a 24 hours' notice 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. It shall also make the Contractor liable for debarring the contractor from assigning any future work with Authority for a period of one year.

20. INTEREST FOR DELAYING TO PAY INSTALMENTS:

In case of delay in remittance of the agreed amount of the weekly installment due under this Contract to the Authority beyond the fixed day, the Authority shall levy interest @ 18% per annum till the remittance is received. Any repeat of such delays in remittance of agreed

weekly installment by the contractor, would, inter-alia, invoke the Authority's right to terminate the Contract forthwith, without assigning any reasons whatsoever and without any communication/notice and take over possession of the Toll Plaza(s) for User Fee collection in any manner the Authority/Project Manager may deem fit. The Authority has taken debt from lenders for development of highway & user fee revenue is the only source of income of Authority for repayment of debt & interest. Hence, any default by contractor may result in default by the Authority as per its obligations towards lenders. Therefore, notice is not required before termination due to delay in weekly remittance by the contractor.

21. 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 Toll Plazas/User Fee collection booths and surrounding area etc. and any other duty as may be assigned by the Authority/ Project Manager from time to time in this regard.
- (b) The Contractor shall make appropriate arrangement for management of the traffic at its own cost and shall ensure that the processing time for a vehicle at the User Fee counter should preferably be not more than one minute for the purpose of transaction through FASTag / issuing User Fee receipt. All the lanes shall be kept open at all times irrespective of peak hours or off peak hours.
- (c) The Contractor specifically undertakes to abide by all the instructions issued by the Authority / PM 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, a statement of User Fee collection in the form set forth in Schedule-III (the Monthly User Fee Statement) for each month. Proper record is to be maintained at the plaza for the purpose of providing such information. **The Contractor shall also submit such information as sought by the Authority in such format, as may be prescribed by the Authority from time to time.**
- (e) The contractor also agrees to abide by the requirement of Clauses 13 and 14 specifically on deployment of the personnel for the purpose of this Contract.
- (f) The Contractor will be solely responsible for the terms and conditions of service of their employees and shall comply with all laws and statutory notifications, rules, regulations etc., governing their employees as may be in force from time to time, such as the Contract Labour (Regulations and Abolition) Act, 1970, Employee State Insurance Act, 1946, the Employees Provident Fund and Miscellaneous Provisions Act, 1952, Minimum Wages Act, 1948, Workmen's Compensation Act, 1923 and also extend to them all other statutory benefits, whatsoever, to which they are entitled and the Authority will not be responsible or liable for such payments. In the event of failure to comply with any of the statutory obligations by the Contractor and the Authority shall not be responsible for the same.
- (g) There will be no privity of contract between the Authority and any employee of the Contractor. The Contractor agrees to indemnify and shall keep indemnified the Authority at all times for any acts, matters or things done or omitted or neglected to be done by the Contractor or any contraventions of any provisions of any Acts, Rules,

Regulations, Notifications issued by the Central or State Governments or local authorities and thereby the Contractor absolves the Authority from all liabilities arising out of or in connection with the aforesaid contravention or acts, matters or things done omitted or neglected to be done by the Contractor or on its behalf.

- (h) The Contractor agrees that maintaining adequate change/ coins and giving correct change to the road users, while paying / receiving User Fee is his sole responsibility and undertakes not to indulge in wrong practices like giving namkeen/ coffee/wafer packets/sweets/toffees, etc. instead of giving change for the balance amount to the road users. A placard shall be placed at all User Booths in the format enclosed at **Schedule-V** for information of the road users. In case it is found during the surprise checks that the Contractor is giving namkeen/ coffee/ wafer packets/sweets/toffees in lieu of change, the Contractor is liable to pay penalty @ Rs. 1,000 per incident to the Authority.
- (i) Contractor shall follow all procedures and documents in accordance with the best industry practices for safety and environment at the plaza complex. The quoted amount is deemed to include all the requirements of the safety aspects and in case of any specific requirement mentioned by Project Manager, RIDCOR, the contractor shall fulfill the same without any extra cost.
- (j) User Fee Plaza shall be used only for the purpose of collection of User Fee and not for any other purpose whatsoever. The building will be used only for the purpose of office and it will not be used for residential purposes. Penalty of Rs. 1,000/- per day per toll plaza shall be imposed in case violation of the same is found any day.
- (k) The contractor shall ensure to provide other equipment, if required, for cashless transactions at all the toll plazas in consultation and with prior approval of RIDCOR.
- (l) The personnel deployed shall necessarily wear the ID Card indicating name of the individual and the name of the Contractor. The personnel shall strictly wear the uniform which shall consist of dark blue trouser & shirt of white/light blue.
- (m) RIDCOR has commissioned FASTag at all toll plazas. The applicable Programme Management Fee, if any, for the electronic toll collected (fixed by RIDCOR with IHMCL/NPCI/Acquiring Entity/Issuing Entities, which may be revised by IHMCL from time to time) shall be borne by RIDCOR.
- (n) The toll contractor shall provide one skilled electrician throughout the contract period to provide support to carry out the day-to-day maintenance activities related to the electrical system.
- (o) AM-IT from RIDCOR/RIPL shall be residing at each toll plaza of RIDCOR to look after the maintenance of the hybrid ETC system and its allied systems. Skilled electrician has to be provided by the toll contractor in all the 3 shifts in order to maintain the electrical systems in healthy condition.
- (p) The toll contractor shall provide housekeeping staff to AM-IT for preventive maintenance of the hybrid ETC system as and when required and asked by AM-IT.
- (q) Ensure proper coordination and facilitation for maintenance of toll plaza infrastructure, including toll equipment by the ETC Contractor/s under the supervision of RIDCOR/RIPL for the respective packages. It is complete responsibility of the toll contractor to ensure proper functionality of toll system equipment. The toll contractor shall be held responsible for any loss or damage of the same.

- (r) The TMS shall be handed over to the toll contractor in working condition, the toll contractor shall be responsible to check the physical condition of the hardware while taking-over. The toll contractor while operating the toll lanes and managing the back-office operations shall ensure that all hardware (Lane & Backoffice equipment) shall be maintained in a manner that the working efficiency of any equipment is not compromised and no damage is caused to the hardware installed in the toll plaza premises due to any misuse / mishandling by the tolling staff. The toll contractor should ensure that they must report and record all faults / defects / damages to the IT personnel for their rectification or replacement on immediate basis with a narration of the defect to the extent possible for proper diagnosis of the fault.
- (s) The toll contractor shall bear all the costs related to damage of the TMS system due to default/mishandling by toll contractor's staff. Similarly, the cost related to damages/spares of all electrical gadgets/installations in toll plaza premises will also be borne by the toll contractor.
- (t) The toll contractor shall strictly follow and abide by the guidelines/rules issued by Indian Highway Management Company Ltd. (IHMCL), NHAI, GoR or any other State or Central Government undertaking with regards to the implementation, operation & maintenance or general guidelines regarding FASTag or any such other technology that may be introduced by the State or Central Government for toll collection without raising any dispute in this regard.
- (u) The toll contractor shall bear all incidental expenses needed for smooth functioning of toll operations.
- (v) The toll contractor shall arrange collection of toll efficiently in such a manner that the traffic at the toll Plazas is not unreasonably detained resulting in blocking up of traffic and there shall be no complaints from passengers about undue waste of time or detention of vehicles for more than due time.
- (w) To use the toll Plaza only for the purpose of collection of toll and for no other purpose whatsoever failing which the contract will be liable to termination with consequential risk and cost to the toll contractor.
- (x) To submit details of toll collection (including toll collected in cash, if any and by ETC mode including FASTag, smart cards, etc.) & entire traffic data in respect of all the toll plazas to RIDCOR/RIPL daily on 'tollridcor@ridcor.in' or any other email ID that may be provided by the RIDCOR/RIPL in this regard after award of contract and comply with the instructions of the RIDCOR/RIPL as may be issued in that respect.
- (y) To ensure that the lanes remain operational as per the directions of Competent Authority of RIDCOR/RIPL. However, for any technical reasons the lanes remain non-operational, such period of non-operation shall not be more than 2 hours in a day.

However, in a month if the period of non-operation of any lane is more than 10 hours, except for reason beyond the control of the toll contractor, the RIDCOR/RIPL shall impose penalty of an amount of Rs. 500/- per hour per toll plaza and no claim of whatsoever nature will be entertained by the RIDCOR/RIPL in this regard.
- (z) To maintain complaint registers in the form prescribed in the Offer/Bid document and to submit reports regarding complaints received and compliance done or NIL report every month, if there are no complaints received in respect of all the toll Plazas.

- (aa) Upon expiration or earlier termination of this contract, the toll contractor shall return the toll plazas to the RIDCOR/RIPL in the same condition in which the toll plazas were handed over to the toll contractor. If the toll contractor fails to hand over the toll plazas as directed by the RIDCOR/RIPL, the toll contractor will be liable to pay per day penalty which will be equivalent to double the daily amount payable to the toll contractor by the RIDCOR/RIPL and the penalty shall be imposed till the toll plazas are handed over to the RIDCOR/RIPL. The toll contractor in no manner whatsoever shall amend/change/redesign the toll plazas.
- (bb) While handing over toll plaza peacefully as directed, the toll contractor shall give details of unpaid service charges, various taxes of Grampanchayat / Municipality / Corporation, if applicable. Toll contractor will be responsible for maintenance and upkeep of the toll plaza at his own cost. In case, there is any damage to any of the toll plazas & structures due to mishandling or any other fault on the part of the toll contractor /its employees/staff, the toll contractor shall be responsible to make it good and on its failure the toll contractor shall be liable to pay the cost of repairing the damage as determined by RIDCOR/RIPL.
- (cc) To pay punctually, the various taxes of Grampanchayat / Municipality / Corporation, telephone charges, mobile phone charges, and water supply charges etc. payable in respect of consumption at the toll plaza to the respective authorities supplying such services, as they become due and payable and not to allow them to fall in arrears, for the entire period of agreement.
- (dd) The Bidder specifically undertakes to unconditionally and strictly abide by all the instructions issued by RIDCOR/RIPL from time to time in operational matters including on deployment of the personnel and on maintenance activities for 500 mtrs of road length on either side of the toll plazas.
- (ee) The toll contractor shall ensure refilling of fire extinguishers available at toll plazas, premise, building etc.
- (ff) RIDCOR maintains safety related appurtenances/scrap/other goods related inventory in the toll plaza premises. Its custody and safety will have to be ensured by the toll contractor. In case, any shortfall is verified with respect to the available/handed over inventory items, suitable recovery from the toll contractor shall be affected by RIDCOR/RIPL and decision of the RIDCOR/RIPL will be final and binding.
- (gg) To make suitable separate lane arrangements on both sides of the toll plaza for motor cycles, auto-rickshaws, cycles etc. so that FASTag operations are smooth with the desired efficiency.
- (hh) The Contractor undertakes the responsibility of the complete job of User Fee collection upkeep/maintenance of Toilet blocks including recouping the consumable items 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 /Toilet blocks and surrounding area etc. and any other duty as may be assigned by the Authority from time to time.

22. PENALTY FOR FAILURE TO COMPLY ANY OF THE OBLIGATIONS SPECIFIED IN CLAUSE 21 OF THE CONTRACT:

In case of non-compliance of any of the obligations specified in Clause 21 the Authority shall levy penalty @ Rs. 5,000/- (Rupees Five Thousand) per default 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. In addition to levy of penalty as above, more than three defaults in a month under this clause may attract termination under clause 36 of this contract. Before levy of penalty under this clause the contractor shall be given a reasonable opportunity to make good 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 security or any other due amount and it shall be replenished by the contractor within 10 days from the date of such recovery failing which the contract is liable to be terminated.

23. OPERATIONAL TRANSPARENCY:

The Contractor shall be solely responsible for efficient and transparent working and management of User Fee collection at all points of time during the contract period. The Contractor shall ensure the following:

- (i) All transactions including cash, violations, and exemptions/concessions will be processed through ETC System including handheld/POS machines made available by RIDCOR at fee plaza. Usage of electronic ticketing machine or any such devices like handheld Point-of-Sale (POS) terminal, POS Billing machine etc. is strictly prohibited without prior approval of RIDCOR or any of its authorized representative. Furthermore, the deployment or usage of any alternate software/system for user fee collection at RIDCOR fee plaza, except for the TMS through which FASTag transactions are processed, is also strictly prohibited. Any instance of usage of such unauthorized handheld devices or unauthorized software/system shall be treated as breach of the contract terms and any toll contractor(s)/User Fee Collection agency(ies), including the Director(s)/ Proprietor(s) of such entities or owner, found practicing such breach at RIDCOR fee plazas will attract penal action as per clause 22 of the contract agreement including debarment from RIDCOR for a period up to (2) years.
- (ii) Lane IDs will be correctly mapped in transaction files and no unauthorized transaction will be hosted to Acquirer host.
- (iii) Valid users are to be added into discount category through User fee Collection portal as provided by Acquirer Bank and ensure that such transactions shall process using FASTag only.
- (iv) Chargeback raised by Acquirer bank is to be validated timely as per timeline defined in latest PG/ICD document.
- (v) No fraudulent/parallel system in lanes to process cash/exempt transaction.
- (vi) Video recording system of toll plaza will be provided to RIDCOR HO Server on 24*7 basis and is not be mishandled.

24. AUTHORISED REPRESENTATIVE OF THE AUTHORITY:

- (a) The Authority has designated its Project Managers, as its “**Authorised Representative**” to carry out all functions on its behalf under this Contract and may change the authorised representative from time to time. He will be authorized signatory of the Contract Agreement. Furthermore, Assistant Plaza Manager (APM) of RIDCOR will act on behalf of concerned Project Manager as his authorized representative at each toll plaza on regular basis.
- (b) The said Authorised Representative of the Authority shall have the overall authority/responsibility to control and supervise the contract agreement for the work of collection of User Fee carried on by the Contractor with a view to ensure that collection of User Fee is carried out as per the contract agreement, smoothly, efficiently and without any hindrance or harassment to the users of Highway and the Project Manager shall be wholly responsible for management of this contract agreement. All communications have to be addressed by the contractor to the concerned Project Manager.
- (c) The Authority or any other officer of the Authority or any agency as authorized by the Authority, shall have right and authority to inspect and check the receipt books (used/unused/ counterfoils), system, 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 authorised representative in this regard shall be complied with promptly by the Contractor.
- (e) The Contractor shall keep records of all the complaints received and, and shall forward the reply/ justification to the Authority within 48 hours of the receipt of complaint.

25. RIGHT OF INSPECTION:

- (a) The Authority/Project Manager 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/Project Manager 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, road users;
 - iii) Maintenance of proper registers/records 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 Toll 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 potable 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 Toll Plaza(s); and
- ix) Any other check or control as considered appropriate by the Authority including through its Authorised Representative.

26. FORCE MAJEURE:

(a) NON-FORCE MAJEURE EVENT:

An event (i) which involves diversion of traffic of any kind, including but not limited to any diversion ordered/implemented by local 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 or even otherwise due/ for any other reason; or (iii) any variation in the traffic using toll road either resulting due to price rise in fuel, decrease in industrial production or recession in market etc. This may result into bypassing of Toll Plaza/ User Fee Collection Booths and use of any part of the said Highway by the users. The agreed amount will not vary on the above mentioned circumstances also.

(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 either party could not have foreseen/prevented or reasonably overcome with the exercise of its reasonable skill and care in relation to performance of its obligations pursuant to this Contract and which are of the nature, without limitation of those described below:

- (i) Publicly declared strike by registered and recognised association of Transporters (other than those involving the Contractor or its representative, employees or attributable to any act or omission of any one of them) interrupting the services/collection for a continuous period of 24 (twenty-four) hours and exceeding 7 days, any socio-political event causing disruption of traffic. The date of going on strike and withdrawal or start of movement of traffic will be inclusive for the purpose of calculation of 7 days under this clause.
- (ii) Floods/Earthquake any Act of God having materially adverse impact i.e. complete blockade of road.
- (iii) act of God, epidemic, pandemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Site);
- (iv) Act of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, sabotage, terrorism or act of such threat, or any other political or social event having material adverse impact on the performance of obligations of the parties thereof except caused by contractors own employees.

- (v) Expropriation, acquisition, confiscation or nationalisation of the User Fee collection.
- (vi) Any judgment or order of the court of competent jurisdiction or statutory authority made against the Contractor in any proceedings for other than (i) failure of the Contractor to comply with any applicable law or (ii) enforcement of this Agreement or (ii) exercise of any of its rights under this Agreement by the Authority, any change in law which has a material adverse effect on the obligation of the parties hereto.
- (vii) Any abnormal / unexpected increase in traffic on the Project road arising due to closure of any competing or alternate roads operated by any agency due to reasons mentioned in (i) to (vi) above
- (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, excluding remittance of installments by the Contractor to the Authority or 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 for reasons not attributable to the Contractor. The contractor will be compensated for his claim of Force Majeure only and if the Force Majeure event claimed by the contractor from the Authority is accepted as Force Majeure event by the Insurance Company with who the relevant policy has been obtained for the Project road and only to the extent of claim amount received from said insurance company.

(c) PROCEDURE FOR FORCE MAJEURE:

(i) NOTICE:

- (1) If a party claims relief on account of a Force Majeure event, then the Party claiming to be affected by the Force Majeure event shall, as soon as reasonably practicable and in any event within 7 days of becoming aware of the Force Majeure event, give notice giving details of the effects of such Force Majeure on the Party's obligations under this Contract to the other Party in writing, including the dates of commencement and actual/likely date of cessation of such Force Majeure and its effects, with necessary supporting documents and data.
- (2) The Party receiving the claim for relief under Force Majeure shall, if wishes to dispute the claim, give a written notice of the dispute to the Party making the claim within 30 days of receiving the notice of claim.

(ii) CONSULTATION AND DUTY TO MITIGATE:

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

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.

- (2) Notwithstanding anything contrary to that 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.
- (3) 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.
- (4) The relief under force Majeure will be calculated considering the daily remittance amount (**Daily Remittance amount as indicated in the contract**) arrived at by dividing the weekly remittance amount as per the Agreement by 7. The difference in actual collection per day during Force Majeure event and Daily Remittance amount as per contract agreement multiplied by number of days beyond 7 days of Force Majeure event will be payable as relief to the party claiming the Force Majeure event. In case, Force Majeure event is claimed by the Contractors, then the relief under force Majeure will be given to the contractor only to the extent of the amount received by RIDCOR from insurance company in respect of claim made by RIDCOR for the said Force Majeure Event, after deduction of necessary excess etc. on back to back basis after adjusting all due agreed weekly remittances.
- (5) Notwithstanding above, the Contractor can claim relief under the Force Majeure event only if the Contractor as on date of claiming the relief, has cleared all pending dues including payments of 7 days of Force Majeure event.

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

If any event of Force Majeure shall continuously impede or prevent a Party's performance for longer than 30 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 60 days from the date of commencement of such Force Majeure event, either Party may issue a Notice to terminate this Contract.

- (iv) The Standing Empowered Committee as per Clause 27 on behalf of the Authority is authorised specifically to settle claims for force majeure events.

27. STANDING EMPOWERED COMMITTEE FOR SETTLEMENT OF DISPUTES:

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 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) Sr. Vice President / Manager (KMP), RIDCOR
- (ii) Head-Operations, RIDCOR
- (iii) CFO, RIDCOR
- (iv) Tolling Head, RIDCOR
- (v) Project Manager, RIDCOR

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

The Project Manager 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) from the contractor, shall refer the dispute to the committee within a period of 28 days from the date of receipt of application. The committee shall hear the contractor and decide the issues within a period of 45 days from the date of reference to the committee.

28. ARBITRATION:

- (a) In case any dispute is not resolved by the dispute resolution committee within the time period stipulated above, then all disputes and/or difference arising between the parties out of this Contract shall be settled by Arbitration through sole arbitrator in accordance to the provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time) and amendments thereof. The sole arbitrator shall be appointed by the Director of RIDCOR.
- (b) The proceedings of the Arbitration shall be held in English language and shall be held at Jaipur or such place as may be decided by the Arbitral Tribunal. The award of the Arbitration shall be final and binding on both the parties to the Contract.
- (c) Pending resolution of any dispute pursuant to Arbitration, under all circumstances the Contractor shall continue to perform as per contract and continue to remit the agreed installments of money to the Authority as prescribed in this Contract including when the dispute is about the amount to be remitted.
- (d) Governing Law and Jurisdiction:- The contract Agreement shall be governed by and construed in accordance with the laws of India and the Courts at Jaipur shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the contract Agreement

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 without prior notice by the Authority, notwithstanding anything contrary contained in any of the Clauses in 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, transfer or sublet any right and/or obligation of this Contract to any other person without prior consent of the Authority in writing.

33. INSOLVENCY, DEATH/WINDING UP:

If the Contractor is declared as insolvent or commit any act of insolvency or a proprietary firm or a partnership firm is dissolved or becomes insolvent or commits any act of insolvency or being a Limited Company, an insolvency petition is admitted in 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. In case if the Contractor is proprietary firm, the contract shall stand terminated within a period of 15 days of the death of the proprietor.

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 Toll Plaza(s), and terminate this Contract without giving prior notice 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 and/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, legal 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. The Contractor has to abide legally with all the requirements of the contract agreement and he shall be solely responsible for any unlawful activity, default/breach of the contract.

36. TERMINATION:

- (1) RIDCOR shall be entitled to terminate this Contract at any time at the sole discretion of RIDCOR after giving 30 days prior notice in writing and in that event, the Contractor shall not be entitled to any claim, or any compensation whatsoever on account of such termination. The Contractor's accounts up to the date of termination shall be settled mutually within 3 months of such termination.
- (2) The Contractor agrees that in case of failure to pay any installment or amount on the due date or non-observance of any provision of the gazette notification no. F.8(21)P.W/2004/Part-I dated 3/9/2005 of GoR or of any condition of this contract agreement, shall render the contract agreement to be terminated at the discretion of the Authority without any communication.
- (3) Notwithstanding anything contained in Clause 36 (1) and 36 (2) 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 road user, or for harassment of any user on any other account.
- (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 provided by the Authority.

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 Government/ Authority 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 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 lesser, the Contractor, shall have the correct

Stamp Duty adjudicated by the Inspector General of Registrations, Rajasthan and pay the stamp duty as advised by the Inspector General of Registrations, Rajasthan. The Contractor shall return the same duly stamped, signed and executed Agreement to the Authority. It would be the sole responsibility of the Contractor to pay the requisite stamp duty and comply with the applicable laws in this regard. It shall be noted that the contract shall be signed at RIDCOR HQ at Jaipur

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 User Plaza.

40. AMENDMENT:

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

41. CONFIDENTIALITY:

This Agreement and or any information pertaining to the Authority given to the Contractor or that becomes available in the pursuance of this Agreement, shall be private and confidential and the Contractor agrees not to disclose or divulge the same to any third party without the prior written consent of the Authority. Any disclosure in accordance with the requirements of law or any binding judgment, order or requirement of any Court or other competent authority, is excluded, provided that the Contractor shall provide to the Authority notice thereof as soon as possible and before disclosing the confidential information, the Contractor shall take full account of any reasonable representation made by the Authority. Further, the Contractor shall only disclose information to the minimum extent they are advised by its legal advisors as necessary to disclose. The Authority shall have a right to stop the Contractor by way of injunction if an attempt is made to disclose or allow or cause disclosure or make available the confidential information, directly or indirectly. The provisions of this clause shall survive the termination of this Agreement.

42. COMPLIANCE WITH LAWS:

- a. The Contractor shall discharge all statutory obligations cast upon it and shall undertake to comply with all the applicable statutes relating to the execution of the Services forming the subject matter of this Agreement and confirm that the Authority and /or its officials shall in no way be responsible for any action/claim/loss/damage and/or legal consequence arising from any violation breach or infringement of applicable laws, rules and regulations.
- b. Without limiting the generality of the foregoing, the Contractor shall, at his own expense, make, obtain, and maintain in force at all times, during the term of this Agreement, all filings, registrations, licenses, permits and authorizations required for the execution of the scope of work and the purpose of this Agreement, including but not limited to GST, and Tax registrations, municipal licenses, permits etc. and shall comply with all statutes and laws including but not limited to the Labour laws, tax laws, municipal, economic and other laws.

43. **APPENDED: SCHEDULES : I, I (A), II, III, IV, V, VI**

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

For and on behalf of RIDCOR

For and of behalf of M/s _____

(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

GOVERNMENT NOTIFICATION FOR TOLL FEES

 समय नमः	राजस्थान राज-पत्र विशेषांक	RAJBIL/2000/1717 J.P.C./3588/02/2003-05 RAJASTHAN GAZETTE Extraordinary
	साधिकार प्रकाशित	Published by Authority
भाद्र 14, सोमवार, शाके 1927- सितम्बर 5, 2005 Bhadra 14, Monday, Saka 1927-September 5, 2005		

भाग 4 (ग)

राज्य सरकार तथा अन्य राज्य-प्राधिकारियों द्वारा जारी किये
गये कानूनी आदेश तथा अधिसूचनाएं।

लोक निर्माण विभाग

अधिसूचना

जयपुर, सितम्बर 3, 2005

एस.ओ. 144 - राजस्थान सड़क विकास अधिनियम, 2002 (2002 का अधिनियम सं. 5) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राज्य सरकार ने रोड इन्फ्रास्ट्रक्चर डवलपमेंट कम्पनी ऑफ राजस्थान (आर.आई.डी.सी.ओ.आर.) के साथ निम्नलिखित सड़कों के विकास के लिए एक करार किया है :-

1. फलौदी से रामजी की गोल
2. हनुमानगढ़ से किशनगढ़
3. अलवर से सिकन्दरा
4. लालसोट से कोटा और बारां से झालावाड़

यतः अब, राजस्थान सड़क विकास अधिनियम, 2002 की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए राज्य सरकार उपर्युक्त सड़कों या उनके किसी भाग/अनुभाग के उपयोक्ताओं से, इसमें इसके पश्चात् विहित दर से फीस उद्गृहीत करेगी।

यतः अब, राजस्थान सड़क विकास अधिनियम, 2002 की धारा 5 की उप-धारा (2) के अनुसार, राज्य सरकार सड़क अनुभागों के विकास में अन्तर्वलित व्यय और फीस के संग्रहण, विनिहित पूंजी पर व्याज, किये गये

विनिधान पर के युक्तियुक्त प्रत्यागम और यातायात के परिमाण पर विचार करने के पश्चात् इसके द्वारा अधिसूचित करती है कि राजस्थान राज्य में उक्त सड़कों के उपयोक्ताओं से मोटरयुक्त/यांत्रिक यानों पर नीचे दी गयी अनुसूची में विनिर्दिष्ट दरों पर फीस उद्गृहीत और संग्रहित की जायेगी, और आर.आई.डी.सी.ओ.आर. को उक्त अधिनियम के अधीन बनाये गये नियमों के अनुसार उपयोक्ता फीस संगृहीत करने और फीस संग्रहण की तारीख से ही और परियोजना कालावधि की समाप्ति तक उक्त उपयोक्ता फीस रखने के लिए प्राधिकृत करती है।

अनुसूची

फीस, ऊपर वर्णित सड़कों पर स्थित उपयोक्ता फीस प्लाजाओं पर संगृहीत की जायेगी।

01/11/2004 को यथा प्रवर्तनीय टोल फीस की दरें निम्नानुसार हैं :-

क्र.सं.	यानों के प्रवर्ग	पुलों, सुरंगों और उन बाईपासों और सड़कों के लिए जिनकी लम्बाई 20 कि.मी. से अधिक है	उन बाईपासों और सड़कों के लिए जिनकी लम्बाई 20 कि.मी. से अधिक है
1	2	3	4
1.	(क) गैर-कृषि उपज का वहन करने वाले ट्राली सहित ट्रैक्टर (कृषि उपज का वहन करने वाली और ऐसे प्रयोजन के लिए रजिस्ट्रीकृत ट्रैक्टर ट्राली द्वारा कोई कर संदेय नहीं होगा। टेम्पो, कार, टैक्सी, प्राइवेट कार,	4.20	0.112
		14.00	0.35

1	2	3	4
2.	मोटर लारी, बस, मिनीबस और अन्य भारी मशीनरी	35.00	0.896
3.	(क) 5 (पाँच) टन रजिस्ट्रीकृत लदान सहित वजन के ट्रक	47.60	1.176
	(ख) 5 (पाँच) टन से अधिक रजिस्ट्रीकृत लदान सहित वजन के ट्रक	71.40	1.778
4.	बहु घुंरीय ट्रक/ट्रेलर	117.60	2.954

टिप्पणी :-

1. लदान सहित और लदान रहित यानों से फीस प्रभारित की जायेगी।
2. उक्त दरें प्रत्येक दो वर्ष में 5 रु. के निकटतम मुणज तक पूर्णांकित करके 10% बढ़ाई जायेंगी। परन्तु प्रथम पुनरीक्षण केवल 10% बढ़ोतरी के साथ 01/04/2007 से लागू होगी।
3. निम्नलिखित यानों के सम्बन्ध में कोई फीस संदेय नहीं होगी या संगृहीत नहीं की जायेगी :-
 - रक्षा विभाग के यान
 - पुलिस विभाग के यान
 - अग्नि शमन यान
 - एम्बुलेंस
 - अंत्येष्टि यान
 - केन्द्रीय और राज्य सरकार के यान
 - माननीय उच्चतम न्यायालय और उच्च न्यायालयों के यान
 - संसद और विधान सभाओं के आसीन सदस्यों के यान
 - संघ लोक सेवा आयोग के यान
 - राज्य लोक सेवा आयोग के यान
 - लोकायुक्त, पंचायत समितियों और स्थानीय निकायों के यान

4. आनुपातिक फीस का भाग विशिष्ट सड़क प्रसार में प्रस्तावित सड़क की लम्बाई के 50 प्रतिशत से अधिक के संनिर्माण के पश्चात् ही उद्गृहीत किया जायेगा परन्तु कम से कम 50 कि.मी. लम्बे सड़क प्रसार का निर्माण हो गया हो।
5. आर.आई.डी.सी.ओ.आर. इस अधिसूचना का सार दो स्थानीय समाचार पत्रों में प्रकाशित करवायेगा। (जिनमें एक जन भाषा का समाचारपत्र होगा), जिसमें इस अधिसूचना के उपबन्धों के अनुसार, फीस संग्रहण की तारीख भी फीस संग्रहण तारीख से कम से कम दस दिन पूर्व वर्णित करेगा। ऐसा सार इस अधिसूचना के अनुसार पुनरीक्षित फीस को प्रभाव में लाने से कम से कम दस दिन पूर्व, प्रत्येक फीस पुनरीक्षण के समय दोहराया भी जायेगा।

स्पष्टीकरण : इस अधिसूचना के प्रयोजन के लिए :-

- (1) "फीस संग्रहण तारीख" से आर.आई.डी.सी.ओ.आर. के साथ किये गये करार के अनुसार राज्य सरकार द्वारा अधिसूचित वह तारीख अभिप्रेत है जिससे किसी सड़क या उसके भाग के उपयोक्तताओं से फीस संगृहीत की जायेगी।
- (2) "परियोजना कालावधि" से जी.ओ.आर., आर.आई.डी.सी.ओ.आर. और आई.एल. एवं एफ.एस. (इन्फ्रास्ट्रक्चर लीजिंग एवं फाइनेन्सियल सर्विसेज लिमिटेड) के बीच किये गये भागीदारी और विकास करार के चालू रहने के दौरान की कालावधि अभिप्रेत है।

[संख्या प.8(24)सानि/2004/पार्ट-1]

एम. एस. शर्मा,
उप शासन सचिव,
सार्वजनिक निर्माण विभाग, राजस्थान
शासन सचिवालय, जयपुर।

PUBLIC WORKS DEPARTMENT

NOTIFICATION

Jaipur, September 3, 2005

S.O. 144:- In exercise of the powers conferred by section 5 of the Rajasthan Road Development Act, 2002 (Act No. 5 of 2002), the State Government has entered into an agreement with Road Infrastructure Development Company of Rajasthan (RIDCOR) for development of the following Roads :-

1. Phalodi to Ramji-Ki-Gol
2. Hanumangarh to Kishangarh
3. Alwar to Sikandra
4. Lalsot to Kota & Baran to Jhalawar

NOW THEREFORE, in exercise of the powers conferred by sub-section (1) of section 4 of the Rajasthan Road Development Act, 2002, the State Government, shall levy fees, at rates prescribed hereinafter, on the users of the above Roads or in any part/section thereof.

NOW THEREFORE, as per sub-section (2) of section 5 of Rajasthan Road Development Act, 2002, the State Government having considered the expenditure involved in the development of road sections and collection of fees, interest on the capital invested, reasonable return on investment made and the volume of traffic, hereby notifies that there shall be levied and collected fees on motorized/mechanical vehicles from the users of the said roads in the State of Rajasthan at the rates specified in the Schedule below, and authorizes RIDCOR to collect user fees in accordance with the rules made under the said Act and retain the said user fees on and from the Fees Collection Date and till the termination of Project Period.

SCHEDULE

The fees shall be collected at use fees plazas located on the roads mentioned above.

Rates of the toll fee enforceable as on 01/11/2004 is as

below :-

S. No.	Categories of Vehicle	Fee rates per vehicle per trip for bridges, tunnels & those by-passes and roads whose length is upto 20 km. (in Rs.)	Fee rates per trip/km. payable after rates stated in Col. 3 for those by-passes and roads whose length is more than 20 kms. (upto first 20 kms. the fixed rates of Col. 3 shall be applicable) (Rs. per km.)
1	2	3	4
1.	(a) Tractors with trolleys carrying non-agricultural produce (No Tax is payable by tractor trolleys carrying agricultural produce and registered for such purpose) Tempo, Cars, Taxis, Private Cars, Jeeps.	4.20 14.00	0.112 0.35
2.	Motor lorries, Buses, Mini-Buses and other heavy machinery	35.00	0.896
3.	(a) Trucks with registered laden weight upto 5 (five) tonnes (b) Trucks with registered laden weight more than 5 (five) tonnes	47.60 71.40	1.176 1.778
4.	Multi-axle trucks/trailors	117.60	2.954

Note :-

1. Fees shall be charged for laden and un-laden vehicles.
2. The above rates shall be increased by 10% every 2 years, rounded off to the nearest multiple of Rs. 5, provided that the 1st revision would be made effective from 01/04/2007, with 10% increase only.

3. No fee shall be payable or collected in respect of the following vehicles namely:-
- Vehicles of Defence Department
 - Vehicles of Police Department
 - Fire Fighting Vehicles
 - Ambulances
 - Funeral Vehicles
 - Central and State Government Vehicles
 - Vehicles of Hon'ble Supreme Court and High Courts
 - Vehicles of sitting Members of Parliament and State Legislatures
 - Vehicles of Union Public Service Commission
 - Vehicles of State Public Service Commission
 - Vehicles of Lok Ayukta, Panchayat Samities and Local Bodies.
4. The part of proportionate fee shall be levied only after construction of more than 50 percent road length proposed in the particular road stretch, provided minimum 50 Km. road length stretch is constructed.
5. RIDCOR shall publish substance of this notification in two local newspapers (one of which shall be in vernacular language), which shall also state the Fees Collection Date, as per the provisions of this notification, at least ten days prior to the Fees Collection Date. Such substance shall also be repeated every time of fee revision, at least ten days prior to giving effect to revised fees as per this notification.

Explanation: For the purpose of this notification :-

1. "Fees Collection Date" means the date notified by the State Government as per agreement entered into with

RIDCOR from which the fees shall be collected from the users of any road or part thereof;

2. "Project Period" means the period during the currency of the Partnership and Development Agreement entered into amongst GOR, RIDCOR and IL & FS (Infrastructure Leasing & Financial Services Ltd.). [No. F.8(21) P.W/2004/Part-I]

एम. एस. शर्मा,
उप शासन सचिव,
सार्वजनिक निर्माण विभाग, राजस्थान,
शासन सचिवालय, जयपुर।

Government Central Press, Jaipur.

GOVERNMENT OF RAJASTHAN
PUBLIC WORKS DEPARTMENT

No. F.8(21)PW/2004/Pt.I/ 110

Dated : 2nd August, 2008

- (i) The Chief Engineer & Addl. Secy.
Public Works Department
Rajasthan, Jaipur
- ✓(ii) Managing Director
RIDCOR, Jaipur

Subject : - Notification dated 7th June, 2008 published
in Rajasthan Gazette on 11th June, 2008

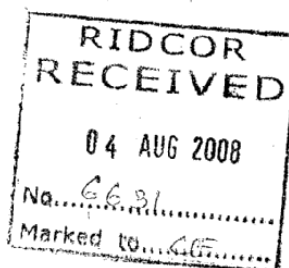
Sir,

I am directed to enclose herewith a copy of letter No. Ra-129/ Information/Gazette/(2) dated 04.07.2008 received from Superintendent, State Central Press, Jaipur along with copy of Notification dated 7th June, 2008 (published on 11th June, 2008) for further needful at your end please.

Encl : As above.


Yours faithfully,

Executive Engineer (M) 2/18/08
PWD, Govt. Secretariat, Jaipur



स. नं. II

129
4/7/08

 सत्यमेव जयते	राजस्थान राज-पत्र विशेषांक	RAJASTHAN GAZETTE Extraordinary
	साधिकार प्रकाशित	Published by Authority
	ज्येष्ठ 21, बुधवार, शाके 1930—जून 11, 2008 Jyaistha 21, Wednesday, Saka 1930 - June 11, 2008	

भाग 4 (ग)

उप-खण्ड II

राज्य सरकार तथा अन्य राज्य-प्राधिकारियों द्वारा जारी किये गये कानूनी आदेश तथा अधिसूचनाएं।

PUBLIC WORKS DEPARTMENT

NOTIFICATION

Jaipur, June 7, 2008

S.O. 100: In exercise of the powers, conferred by sub-section (1) of section 4 of the Rajasthan Road Development Act, 2002 (Act No. 5 of 2002), the State Government hereby makes the following amendment in this department's notification No.F.8(21)/PW/2004/ Part-I dated Sept., 3rd 2005; for concession in User Fee to Local Residents on projects developed by RIDCOR:-

AMENDMENT

Concessional Rates for Local Residents
Monthly Local Area Pass Scheme (MLAPS)

S. No.	Categories of Vehicles	Local Area Concessional Monthly Pass Rate (In Rs.)
1.	(a) Tractors with Trolleys carrying non- agricultural produce (No tax is payable by tractor trolleys carrying agricultural produce and registered for such purpose)	300 (Monthly Pass)
	(b) Tempo, Cars & Jeeps (registered as private vehicles)	300 (Monthly Pass)
	(c) Tempo, Cars & Jeeps (registered as commercial vehicles/ Taxi quota)	500 (Monthly Pass)
2.	For the vehicles of all categories other than specified in S. No. 1	50% of 30 times of single User Fee (Monthly Pass)

OR

The above concessional rates are applicable, subject to furnishing of proof of eligibility as per enclosed Annexure A. General instructions are enclosed as per Annexure B. These concessional rates are applicable to the vehicles having Registration Certificate specifying address of owner within a radius of 20 km from the User Fee collection booth in respect of such booth only. For other User Fee collection booths, normal rates shall be applicable. These rates shall increase as per the provisions of the GOR Notification dated Sept., 3rd, 2005 and shall be rounded off to the nearest multiple of Rs. 5 (five).

Annexure A**PROOF OF ELIGIBILITY****Monthly Local Area Pass Scheme (MLAPS)**

Types of Vehicles	Eligibility/Documentary requirements
For all categories of vehicles	Vehicle's Registration Certificate specifying address of owner residing in villages/ towns/ cities whose boundary falls within 20 kms from the fee collection booth.

Annexure B**General Instructions**

1. Vehicle Registration Certificate specifying address of owner residing in villages/ towns / cities whose boundary falls within 20 kms of fee collection booth shall be entitled for the concessional passes.
2. Value of all passes shall be rounded off to the nearest multiple of Rupees five.
3. Each concessional pass shall be issued for a single vehicle only, clearly specifying the registration number of the vehicle (and not for any fleet) name and address of the applicant.

4. Passes shall be issued only for a calendar month except in case of first pass which can be issued any time during the month but ending on the last day of the calendar month, on payment of proportionate fee for actual number of days based on monthly value of the pass divided by 30 and rounded off to nearest multiple of Rs. 5. This is intended to facilitate introduction of colour scheme in the passes, i.e. different colour for each month, to ensure smooth flow.
5. Concessional passes will be issued on all working days of the month.
6. In case of any doubt about eligibility of the applicant, concerned officials of RIDCOR/ fee collecting agency may carry out such further checks as considered necessary.
If it is established that an applicant has applied for a concessional pass based on false information, he shall be denied the pass in his name or/and for the vehicle continued to be owned by him, for a period of one year.
8. In case of any extensive misuse of the facility by non- eligible categories, RIDCOR is entitled to suspend operation of the scheme.

[No.F.8(21)/PW/2004/Part-I]

By Order of the Governor,

हो अपाट्य
Deputy Secretary, PWD,
Government of Rajasthan.

R

Government Central Press, Jaipur.

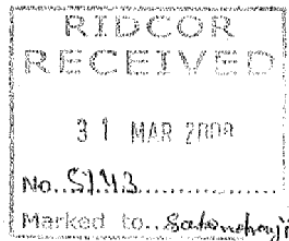
Most Urgent**GOVERNMENT OF RAJASTHAN
PUBLIC WORKS DEPARTMENT**No. F.8(5)PW/LJ-2/2007/ 67/ dated : 31st March, 2008The Managing Director
RIDCOR,
1st floor, LIC Investment Building,
Bhawani Singh Marg,
Jaipur-302005Subject : - Regarding Press Note for collection of toll
fees on Baran to Jhalawar stretch of
Rajasthan Mega Highways Project.

Sir,

Please refer to Chief Executive, RIDCOR letter No.
RIDCOR/TECH/LJ-2/Toll/3225-2008 dated 20.03.2008 on the
subject cited above. I am directed to convey approval of
Government for the draft Press Note submitted by you in Hindi
& English (copy enclosed).

Encl : As above.

Yours sincerely,

Executive Engineer (M) 31/3/08
PWD, Govt. Secretariat, Jaipur

रोड़ इन्फ्रास्ट्रक्चर डवलपमेंट कम्पनी ऑफ राजस्थान लिमिटेड
विज्ञप्ति

अप्रैल 5, 2008

राज्य सरकार लोक निर्माण विभाग की अधिसूचना दिनांक शितम्बर 3, 2005 के तहत राज्य सरकार ने रोड़ इन्फ्रास्ट्रक्चर डवलपमेंट कम्पनी ऑफ राजस्थान (आर.आई.डी.सी.ओ.आर.) को बारां से झालावाड़ सड़क के उपयोक्ताओं से मोटरयुक्त/यांत्रिक यानों पर नीचे दी गयी अनुसूची में विनिर्दिष्ट फीस उद्गृहीत और संग्रहित करने के लिये प्राधिकृत किया है। आर.आई.डी.सी.ओ.आर. द्वारा उक्त अनुसूची के आधार पर अप्रैल 15, 2008 से उपयोक्ता फीस संगृहीत की जायेगी।

अनुसूची

फीस, निम्नलिखित उपयोक्ता फीस टोल प्लाजाओं पर संगृहीत की जायेगी।

अप्रैल 15, 2008 से यथा प्रवर्तनीय टोल फीस की दरें निम्नानुसार हैं:-

क्र. सं.	यानों के प्रकार	झालावाड़ से बारां लम्बाई 78 कि.मी. प्रति फेरा प्रति यान फीस की दरें (रु. में) (टोल प्लाजा किमी 56)
1	2	3
1.	(क) गैर-कृषि उपज का वहन करने वाले ट्राली सहित ट्रैक्टर (कृषि उपज वहन करने वाली और ऐसे प्रयोजन के लिए रजिस्ट्रीकृत ट्रैक्टर ट्राली द्वारा कोई कर संदेय नहीं होगा।) (ख) ट्रैक्टर, कार, टैक्सी, प्राइवेट कार, जीप	10.00 40.00
2.	मोटर लारी, बस, मिनीबस और अन्य भारी मशीनरी	95.00
3.	(क) 5 (पाँच) टन रजिस्ट्रीकृत लदान सहित वजन के ट्रक (ख) 5 (पाँच) टन से अधिक रजिस्ट्रीकृत लदान सहित वजन के ट्रक	125.00 190.00
4	बहुधुरीय ट्रक/ट्रेलर	320.00

टिप्पणी:-

- लदान सहित और लदान रहित यानों से फीस प्रभारित की जायेगी।
- उक्त दरें प्रत्येक दो वर्ष में 5 रु. के निकटतम गुणज तक पूर्णांकित करके 10% बढ़ाई जायेगी। परन्तु प्रथम पुनरीक्षण केवल 10% बढ़ोतरी के साथ 01/04/2009 से लागू होगी।
- निम्नलिखित यानों के सम्बन्ध में कोई फीस संदेय नहीं होगी या संगृहीत नहीं की जायेगी :-
 - रक्षा विभाग के यान
 - पुलिस विभाग के यान
 - अग्नि शमन यान
 - एम्बुलेंस
 - अत्येष्टि यान
 - केन्द्रीय और राज्य सरकार के यान
 - माननीय उच्चतम न्यायालय और उच्च न्यायालयों के यान
 - संसद और विधान सभाओं के आसीन सदस्यों के यान
 - संघ लोक सेवा आयोग के यान
 - राज्य लोक सेवा आयोग के यान
 - लोकायुक्त, पंचायत समितियों और स्थानीय निकायों के यान
 - प्रमाणिक/प्राधिकृत पत्रकारों के हल्के वाहन
- यदि वाहन को टोल प्लाजा पर एक दिन में एक बार से ज्यादा आवागमन करना है तो उसके लिये आने-जाने को एक यूनिट माना जायेगा एवं एक यूनिट हेतु उपयोक्ता को प्रति फेरे की फीस का डेढ़ गुना की दर से देने का विकल्प है। यह विकल्प वाहन को उसी दिन आवागमन करने पर ही मान्य होगा।
- वाहनों को मासिक पास तीस गुना प्रति फेरे की फीस एक ही बार में जमा करने पर जारी किया जायेगा।

प्रबंध निदेशक
रिडकोर

ROAD INFRASTRUCTURE DEVELOPMENT COMPANY OF RAJASTHAN LTD

Notification
April 5, 2008

As per Gazette Notification dated September 3, 2005 of Public Works Department, Government of Rajasthan, Road Infrastructure Development Company of Rajasthan Ltd. (RIDCOR) is authorized to collect user fee on motorized/mechanical vehicles from the users of the Baran to Jhalawar Road in the State of Rajasthan at the toll fee specified in the Schedule below. RIDCOR is authorized to collect the user fee based on the following schedule from April 15, 2008.

SCHEDULE

The fees shall be collected at user fee plazas located on the roads as mentioned below.

Rates of the toll fee enforceable from April 15, 2008 are as below:

S. No.	Categories of Vehicle	Fee rates per vehicle per trip for 78 Km from Jhalawar to Baran (in Rs.) (Toll Plaza at Km 56)
1	2	3
1.	(a) Tractors with trolleys carrying non-agricultural produce (No Tax is payable by tractor trolleys carrying agricultural produce and registered for such purpose)	10.00
	(b) Tempo, Cars, Taxis, Private Cars, Jeeps	40.00
2.	Motor lorries, Buses, Minibuses and other heavy machinery	95.00
3.	(a) Trucks with registered laden weight upto 5 (five) tones	125.00
	(b) Trucks with registered laden weight more than 5 (five) tones	190.00
4	Multi axle trucks/trailors	320.00

Note :-

1. Fees shall be charged for laden and un.laden vehicles
2. The above rates shall be increased by 10% every 2 years, rounded off to the nearest multiple of Rs. 5, provided that the 1st revision would be made effective from 01/04/2009, with 10% increase only.
3. No fee shall be payable or collected in respect of the following vehicles namely:
 - Vehicles of Defense Department
 - Vehicles of Police Department
 - Fire Fighting Vehicles
 - Ambulances
 - Funeral Vehicles
 - Central and State Government Vehicles
 - Vehicles of Hon'ble Supreme Court and High Courts
 - Vehicles of sitting Members of Parliament and State Legislatures
 - Vehicles of Union Public Service Commission
 - Vehicles of State Public Service Commission
 - Vehicles of Lok Ayukta, Panchayat Samities and Local Bodies
 - Light Motor Vehicles of Accredited Journalists used by themselves
4. In case of vehicle has to cross the facility/construction more than once i.e. to and fro, will be treated as one unit for charge of fee, for which the user shall have the option to pay one and half times the fee. This option shall be confined to journeys undertaken on the same day.
5. For the vehicle, monthly pass may be obtained by paying 30 times of the one time fee, mentioned in the schedule for using the facility/construction.

Managing Director
RIDCOR

SCHEDULE – I (A)

USER FEE RATES

(effective from 01/04/2023 at 00:00 Hrs)

Schedule of User Fee

S. No.	Categories of Vehicle	Fee rates per vehicle per trip for 78 Km from Jhalawar to Baran (in Rs.) (Toll Plaza at Km 56)
1	2	3
1.	(a) Tractors with trolleys carrying non-agricultural produce (No Tax is payable by tractor trolleys carrying agricultural produce and registered for such purpose)	25
	(b) Tempo, Cars, Taxis, Private Cars, Jeeps	80
2.	Motor lorries, Buses, Minibuses and other heavy machinery	205
3.	(a) Trucks with registered laden weight upto 5 (five) tones	275
	(b) Trucks with registered laden weight more than 5 (five) tones	410
4	Multi-axle trucks/trailors	680

Note:

1. The User Fee shall be levied as per the Gazette Notification. The charges shall be as given in the Schedule-I(A). The above rates shall be increased by 10% every 2 years and the next revision shall be effective from 01/04/2025.
2. For the vehicle, monthly pass may be obtained by paying 30 times of the one time fee, mentioned in the schedule for using the facility/construction.
3. In case of vehicle has to cross the facility/construction more than once i.e. to and fro, will be treated as one unit for charge of fee, for which the user shall have the option to pay one and half times the fee. This option shall be confined to journeys undertaken within 24 hours from the time of issue of the receipt. The receipts issued will be valid for 24 hrs, and not for same day as notified in the Gazette Notification.
4. The concessions to the local residents shall be given by the Contractor as notified by the Government of Rajasthan (as mentioned in Table hereinbelow).
5. Vehicles attending the social/developmental meetings/rallies are likely to be exempted for paying user fee. No compensation shall be payable to the Contractor on this account.
6. Pertaining to the Monthly passes of all vehicle category as per user fee notification it is hereby further clarified that the number of To and Fro trips entitled to a Monthly Pass user are unlimited, it is applicable for the Month for which pass is issued.

The schemes for the Local Users of the Road applicable as per Circular issued by the Government of Rajasthan are as under:

S. No.	Categories of Vehicle	Local Area Concessional Monthly Pass Rate (in Rs.)
1	(a) Tractors with trolleys carrying non-agricultural produce (No Tax is payable by tractor trolleys carrying agricultural produce and registered for such purpose)	705 (Monthly Pass)
	(b) Tempo, Cars & Jeeps (registered as private vehicles)	705 (Monthly Pass)
	(c) Tempo, Cars & Jeeps (registered as commercial vehicles)	1180 (Monthly Pass)
2	For the vehicles of all categories other than specified in S. No. 1	50% of 30 times of Single User Fee (Monthly Pass)

The above concessional rates are applicable, subject to furnishing of **proof of eligibility as per enclosed Annexure-A**. General instructions are enclosed as per Annexure-B. These concessional rates are applicable to the vehicles having Registration Certificate specifying address of owner within a radius of 20 Km from the User Fee collection booth in respect of such booth only. For other User Fee collection local residents of villages/towns/cities falling within a radius of 20 Km from the user fee collection booths in respect of such booths only. For other user fee collection booths, normal rates shall be applicable. These rates shall increase as per the provisions of the GoR Notification dated September 3, 2005 and shall be rounded off to the nearest multiple of Rs. 5 (five).

Proof of Eligibility

Monthly Local Area Pass Scheme (MLAPS)

Types of Vehicle	Eligibility / Documentary Requirement
For all categories of vehicles	Vehicle's Registration Certificate specifying address of owner residing in villages/ towns/ cities whose boundary falls within 20 Kms of the fee collection booth

General Instructions

1. Vehicle Registration Certificate specifying address of owner residing in villages/ towns/ cities whose boundary falls within 20 Kms of fee collection booth shall be entitled for the concessional passes.
2. Value of all passes shall be rounded off to the nearest multiple of Rupees five.
3. Each concessional pass shall be issued for a single vehicle only, clearly specifying the registration number of the vehicle (and not for any fleet) name and address of the applicant.
4. Passes shall be issued only for a calendar month except in case of first pass which can be issued any time during the month but ending on the last day of the calendar month, on payment of proportionate fee for actual number of days based on monthly value of the pass divided by 30 and rounded off to nearest multiple of Rs. 5. This is intended to facilitate introduction of colour scheme in the passes, i.e. different colour for each month, to ensure smooth flow.
5. Concessional passes shall be issued on all working days of the month.
6. In case of any doubt about eligibility of the applicant, concerned officials of RIDCOR/ toll contractor may carry out such further checks as considered necessary.
7. If it is established that an applicant has applied for a concessional pass based on false information, he shall be denied the pass in his name or/and for the vehicle continued to be owned by him, for a period of one year.
8. In case of any extensive misuse of the facility by non-eligible categories, RIDCOR is entitled to suspend operation of the scheme.

SCHEDULE – II

List of Exempt Vehicles

No fee shall be payable or collected in respect of the following vehicles namely:

- Vehicles of Defense Department
- Vehicles of Police Department
- Fire Fighting Vehicles
- Ambulances
- Funeral Vehicles
- Central and State Government Vehicles
- Vehicles of Hon'ble Supreme Court and High Courts
- Vehicles of sitting and former Members of Parliament and State Legislatures
- Vehicles of Union Public Service Commission
- Vehicles of State Public Service Commission
- Vehicles of Lok Ayukta, Panchayat Samities and Local Bodies
- Light Motor Vehicles of Accredited Journalists used by themselves
- Vehicles of RIDCOR/RIPL and vehicles engaged by RIDCOR/RIPL or vehicles of any agency engaged by RIDCOR/RIPL for Operations & Maintenance/Major Maintenance of the Project Roads or any other activity under Mega Highways Project of RIDCOR/RIPL

Schedule-III

MONTHLY USER FEE COLLECTION STATEMENT

Format to be provided by the Project Manager afterwards

Schedule- IV

Format for Bank Guarantee for Performance Security

To

**Road Infrastructure Development Company of Rajasthan Ltd. (RIDCOR)
701-706, 7th Floor, ARG Corporate Park
Gopalbari, Near Ajmer Pulia, Jaipur - 302001**

In consideration of Road Infrastructure Development Company of Rajasthan Ltd. (RIDCOR) (hereinafter referred as the “Client”, 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 issue of Client’s Letter of Acceptance No..... dated and the same having been unequivocally accepted by the Contractor, resulting in a Contract valued at Rs...../- (Rupees.....) including GST for (hereinafter called the “Contract”), the Contractor has agreed to furnish a Performance Security by way of an unconditional and irrevocable Bank Guarantee to the Client as hereunder and as stipulated by the Client in the said contract for 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 Client 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 client on the bank shall be conclusive and binding notwithstanding any difference between the Client 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 unconditional, irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client 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 Client 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 Client and the Contractor any other course or remedy or security available to the Client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client 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 Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client 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 Client 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 statute of 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 operatable at our.....branch at Jaipur, 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 thereunder 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 30/6/2023
- (c) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee Only and only if your 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-V

Format for Placard at each User Plaza / Booth

(English, Hindi & Vernacular Languages)

Welcome to User Plaza (Name & Address)

At this User Plaza, we behave courteously; we charge as per rates approved (no overcharging); we return exact change and do not give packets of namkeen, wafers, toffies etc.

In case you notice any irregularities by the User Collection contractor of this User Plaza, please contact :

Name: Project Manager, RIDCOR, Contact No.....

In case Project Manager does not lift the phone, please contact:

Name: Control Room, RIDCOR, Mobile No.

Thank you. We wish you a safe and comfortable journey.

SCHEDULE-VI

FORM OF BID SECURITY BANK GUARANTEE

WHEREAS, _____ [*name of Bidder*] (hereinafter called "the Bidder") has submitted his Bid dated _____ [*date*] for Collection of User Fees and Operation of Toll Plazas along the Baran-Jhalawar Road in Rajasthan (Package ID : LJ-2) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [*name of bank*] having our registered office at (hereinafter called "the Bank") are bound unto Road Infrastructure Development Company of Rajasthan Ltd (hereinafter called "the Employer") in the sum of Rs. 25,29,940/- (Rupees Twenty Five Lakh Twenty Nine Thousand Nine Hundred Forty only) for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2023.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of Bid validity specified in the Instructions to Bidders (ITB) of Bid Document; or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders; or
 - (c) does not accept the correction of the Bid Price pursuant to Clauses 2.6 of Instructions to Bidders and 3.1 of Evaluation of Bids;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including 120 days from the date of submission of bid i.e. _____ as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____
WITNESS _____ SEAL _____

[signature, name, and address]

SCHEDULE-VII

SCHEDULE OF MANPOWER

S. No.	Manpower	Nos. deployed per Plaza (for all shifts)	Minimum Qualification
1	Plaza Manager	1	Graduate with minimum experience of 3 years in similar work
2	Shift-in-charge	4	12th Pass or above with minimum experience of 2 years in similar work
3	Toll Collector	10	12th Pass or above with minimum experience of 2 years in similar work
4	Traffic Marshall	5	12th Pass or above with minimum experience of 2 years in similar work
5	Electrician	1	ITI/Electricals with minimum experience of 3 years in similar work
6	Peon	1	No minimum criteria
7	Sweeper	1	Experience of similar work
	TOTAL	23	