

KHED SINNAR EXPRESSWAY LIMITED

REQUEST FOR PROPOSAL (RFP)

**A TENDER NOTICE FOR USER FEE COLLECTION AT
CHALAKWADI TOLL PLAZA Km 91.906 OF KHED
SINNAR SECTION OF NH-50**

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Disclaimer

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

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

Information provided in this 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 KSEL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

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

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

The KSEL 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 RFP.

The issue of this RFP does not imply that the KSEL is bound to select a Bidder or to appoint the Selected Bidder or Contractor, as the case may be, for the Project and the KSEL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the KSEL 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 KSEL 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.

1. INTRODUCTION

1.1 Background

1.1.1 The KHED SINNAR EXPRESSWAY LIMITED (KSEL) is engaged in Four Laning of Khed-Sinnar Section of NH-50 From Km 42.000 to Km 177.000 (Design Length – 137.946 Km) Under NHDP Phase IV B in the State of Maharashtra on DBFOT Basis, the KSEL has invited an offline tender from the eligible bidders for selection of the agency to whom the work of User Fee Collection (the “Project”) may be awarded. Brief particulars of the Project are as follows:

S. No	Description of the Project	Period of Collection
(1)	(2)	(3)
1	Collection of User Fee at Chalakwadi Toll Plaza at Km 91+906 Khed Sinnar Section of NH-50 in the state of Maharashtra	Contract shall be for a period of 3 Months or until the fee plaza is handed over to NHAI whichever is earlier

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

1.1.3 Bidder will have to make best efforts for operation of toll plaza (including local and political issues) and the assessment of actual quantum of user fee collection, will have to be made by the Bidders.

1.1.4 Conditions for submitting the Financial Bid:

- (a) The bidders who are meeting the eligibility Criteria only are eligible for submitting this financial bid in Physical form and through Email subject to fulfillment of other conditions.
- (b) The financial bid shall be submitted through email to itnl.projectbids@itnlindia.com with password protection and physical form only. The password shall be sent to the dedicated email id itnltolls.password@itnlindia.com only.
- (c) The financial bid shall be submitted through email and physical form only.

1.1.5 Address for Tender Submission

- (1) Bid must be send to email id itnl.projectbids@itnlindia.com, via soft copy mode (*All the bids heavy in size can be submitted via link*).

- (2) Considering prevailing situation hard copy can be delivered to one of the locations mentioned below on the last date of submission of Tender in Soft Copy & Hard Copy

Khed Sinnar Expressway Limited,

- a. The IL&FS Financial Center, Plot C-22, G Block, Bandra Kurla Complex, Mumbai- 400051
- b. M/s Elsamex Maintenance Services Limited 25th Floor, GIFT 1 Tower, GIFY City, Gandhinagar, Gujarat 382355
- c. Khed Sinnar Expressway Limited. “White House” Plot No 5 Near ICICI Bank, 100ft Road, Behind ATM union Bank of India, Indira Nagar, Nashik -422009

1.1.6 The bid document and the draft contract are available to interested bidders on website www.itnlindia.com/tenders. Any amendment/clarification shall be provided at above mentioned website.

1.1.7 Submission of the financial bid after the Bid Due Date shall not be permitted unless any amendment issued for the same.

1.2 Brief Description of Bidding Process:

1.2.1 The financial bid is invited based on highest quote offered by the bidder for remittance against fee collection for Three months period starting from 30th November 2021 to 01st March 2022 (“3 Month Remittance”). The 3 Month Remittance quoted shall constitute the sole criteria for evaluation of bids. Subject to Clause 2.4, the work will be awarded to the Bidder quoting the highest 3 Month Remittance. In this RFP, the term “Highest Bidder” shall mean the Bidder who is offering the highest 3 Month Remittance.

1.2.2 Generally the Highest Bidder shall be the Selected Bidder. The remaining bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Highest Bidder, in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the highest Bidder, the KSEL may, in its discretion, either invite fresh bids from the remaining bidders or annul the Bidding Process.

1.3 Schedule of Bidding Process: The following is the schedule:

	Event Description	Date
1.	Bid Due Date (Hard & Soft Copy)	24 th November 2021 (11:00 Hrs)
2.	Opening of bids	24 th November 2021 (15:00 Hrs)
3.	Letter of Award (LOA)	25 th November 2021
4.	Submission of Performance Security by the Selected Bidder	27 th November 2021

5.	Signing of Contract Agreement	29 th November 2021
6.	Taking over of fee plaza and start of user fee collection by the Contractor	30 th November 2021 at 08:00 Hrs

1.4 Address for Communication:

Khed Sinnar Expressway Limited

The IL&FS Financial Center,
Plot C-22, G Block, Bandra Kurla Complex,
Mumbai- 400051
Tel.: +91 022-26533333,
Facsimile: +91 022-26523979,
E-mail: tender.itnl.projectbids@itnlindia.com
Website: www.itnlindia.com
Contact Person - Mr. Ravikumar Praveen
Contact Number: 8291087709

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 bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any other Consortium, as the case may be. In case of violation of this clause, the bid shall be declared non-responsive.

2.1.2 The detailed terms specified in the draft 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 offline in the format prescribed at **Appendix-1**, clearly indicating the bid amount, in both figures and words, in Indian Rupees 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 considered.

2.1.4 The Bid shall consist of 3 Month Remittance to be quoted by the Bidder payable to the KSEL on weekly basis as per terms and conditions of this RFP and provisions of the Contract Agreement.

2.1.5 Any condition or qualification or any other stipulation contained in the bid shall render the bid non-responsive.

2.1.6 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.1.7 This RFP and all attached documents, provided by the KSEL are and shall remain or becomes the property of the KSEL and are transmitted to the Bidders solely for the purpose of preparation and submission of the Bid in accordance with this 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 KSEL will not return to the Bidders any Bid, document or any information provided along therewith.

2.1.8 This RFP is not transferable.

2.1.9 Any award of work/ contract pursuant to this RFP shall be subject to terms of Bidding Documents (RFP & Draft Contract Agreement).

2.2 Eligibility of Bidders:

- 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.

- a) The net worth of the bidder shall be more than the net worth of Rs 3 Cr and above at the close of the preceding Financial Year and the bidder shall have positive net cash accruals during any two Financial Years out of the last three Financial Years. The financial bids submitted by ineligible bidders shall be declared non-responsive.
- 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.

2.3 Site Visit and Verification of Information:

2.3.1 Bidders are encouraged to submit their respective bids after visiting the section/ fee plaza/ booth and ascertaining for themselves the site conditions, traffic, locations, surroundings, climate, condition/ facilities/ infrastructure available at the fee plaza/ booth including availability of power, applicable laws and regulations and any other matter considered relevant by them.

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

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

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

2.4 Rejection of Bids:

2.4.1 Notwithstanding anything contained in this RFP, the KSEL 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 therefor. In the event that the KSEL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.4.2 The KSEL 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.

2.5 Clarifications and Amendments:

2.5.1 At least 7 days before the bid due date, the Bidders may seek clarifications and make suggestions for consideration of the KSEL (late clarifications/ suggestions shall not be entertained by the KSEL). Any queries or suggestions concerning the RFP shall be submitted in writing by e-mail to the officer designated in Clause 1.4 above. The communication shall clearly bear the following identification/title:

“RFP for Collection of User Fee at Chalkwadi Toll Plaza at Km 91+906 Khed Sinnar Section of NH-50 (Km 42.000 to Km 177.000) in the state of Maharashtra (Bid Due Date _____) - Queries/Suggestions”

The KSEL shall endeavor to host reply on the website **www.itnlindia.com**, The clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

2.5.2 At any time prior to the Bid Due Date, the KSEL may for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an Addendum (Addenda) and the same shall be circulated on website **www.itnlindia.com**.

2.5.3 Any Addendum issued hereunder shall be binding on the bidders.

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

2.6 Bid Due Date:

2.6.1 Bids shall be submitted before **November 24, 2021 (11:00 Hrs)** (Standard Time) on the Bid Due Date at the address provided in Clause 1.4, in the manner and in the form as detailed in this RFP.

2.6.2 The KSEL may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.5.

2.7 Bid Validity:

Bid shall remain valid for a period of 60 (Sixty) days from and including the last date of submission of the Bid or for such extended period as is mutually agreed upon.

2.8 Late Bids:

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

2.9 Bid Security:

The Bid Security shall be an amount equivalent to Rs 15 lakhs in the form of DD in favor of Khed Sinnar Expressway Limited payable at Mumbai. The Bid security shall be released within 15 days after submission of performance Security and for unselected Bidder the Bid Security shall be released within 15 days after Signing of contract Agreement with selected bidder

2.10 Performance Security

2.10.1 Within 5 (Five) days from the date of issue of the LOA, the successful Bidder shall deposit an Interest free upfront payment **of Rs 50 (Fifty) lakhs** in the form of DD/Bank Guarantee (BG) in favor of Khed Sinnar Expressway Limited payable at Mumbai with the validity period of 6 months. In case, KSEL decides to extend the Contract beyond the initial period of three months the Performance Security shall be extended forthwith by the Contractor up to the end of the extended period plus 3 (three) months.

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

- (a) if the successful Bidder fails to sign the Contract;
- (b) in case the Selected Bidder having signed the Contract, Agreement commits any breach thereof.

2.11 Assessment of User Fee Revenue and Restriction on Place of Collection of User Fee:

(i) The Bidder is advised to visit the User Fee Collection section, plaza(s) and/or booth(s), make an assessment of the User Fee Revenue based on its own estimation at its own responsibility and expense and may obtain any other information from its own sources that may be required by the Bidder for preparing the Bid and entering into the Contract for collection of User Fee. The KSEL does not guarantee extent of User Fee Revenue during the contract period.

(ii) The Bidder recognizes the fact that there are number of lateral entries to the section of the National Highway for which User Fee is to be collected. The Successful Bidder shall not be entitled to (a) close and/or (b) demand closure by any KSEL whatsoever, of any such entry. Thus, the Bidder recognizes that all fee-paying traffic may not pass through the User Fee Collection booth or plaza.

(iii) During the contract period, the successful Bidder shall not ask for collection from any other place, for whatever reason. Under all circumstances, User Fee Collection shall be only from the place specifically provided in the RFP.

2.12 Handing over of Fee Plaza/ Booth

The KSEL will hand over the Fee Plaza/ Booth to the Contractor in the condition as existing on 7 days prior to Bid Due Date on 'as is where basis' is. The Contractor shall carry out upgradation/provide necessary facilities as required, to discharge his duties. On termination of Contract, the Contractor shall return all the asset and equipment in at least in the same working condition as taken over at the time of start of Toll Plaza operations.

2.13 User Fee Rates

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

2.14 Remittance of Agreed Amount

The User Fee shall be collected by the Successful Bidder and the agreed amount [refer Para F of preamble to Form of contract] shall be remitted to the KSEL on weekly basis, latest by Tuesday of every week by way of RTGS, in favor of Khed Sinnar Expressway Limited Account.

As the user fee is being collected through Fats Tag, Fast tag amount directly gets credited to the Escrow Account of KSEL on daily basis the difference between agreed weekly remittance amount and Fastag amount shall be remitted to KSEL on weekly basis, latest by Tuesday of every week by way of RTGS, in favor of Khed Sinnar Expressway Limited Account

2.15 Cost of Bidding

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

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids:

3.1.1 Opening and evaluation of Bids will be done through offline process. The KSEL shall open all the received bids on 24th November 2021 at 15:00 hrs. The KSEL will examine and evaluate the Bids in accordance with the provisions set out in this Section-3.

3.1.2. To facilitate evaluation of bids, the KSEL 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 KSEL 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 KSEL 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 KSEL shall determine whether each Bid is responsive to the requirements of this RFP [Ref. Clause 1.1.4(a) & (b); 2.1.1; 2.1.5; and 2.2]. The financial quotes of the responsive bids shall only be opened by the KSEL.

3.3 Selection of Bidder:

3.3.1 Subject to the provisions of Clause 2.4, the Bidder who offers the highest 3 Month Remittance offered to the KSEL, shall be declared as the Selected Bidder (the “**Selected Bidder**”). In the event that the KSEL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.3.2 In the event that two or more Bidders quote the same amount of 3 Month Remittance, (the “Tie Bidders”), the KSEL shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

3.3.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the KSEL 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.

3.3.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.3.3, the KSEL 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, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

3.3.5 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the KSEL to the Selected Bidder and the Selected Bidder shall, within 2 (two) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the KSEL 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.

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

3.4 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the KSEL 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 KSEL and/ or their employees/ representatives on the matters related to the Bids under consideration.

3.5 Period of Contract for User Fee Collection Rights:

3.5.1 The Contract for User Fee Collection rights will be for 3 Months. However, the KSEL 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 KSEL will be proportionately modified depending upon the period.

3.5.2 The KSEL reserves the right to increase the contract period up to three more months.

3.6 Signing of Contract; Taking over of Fee 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 (**Appendix-2**) within 1 (one) day from the date of submission of the Performance Security and after signing the contract, the successful bidder shall be required to take over the fee plaza and start the user fee collection from 30th November 2021 at 8:00 hrs or within the date as may be prescribed by the KSEL in LOA. Successful Bidder's failure to sign the Contract, take over the fee plaza and start user fee collection within the period stipulated above shall result in forfeiture of the Performance Security.

4. FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the KSEL may reject a BID, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, 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 KSEL shall be entitled to forfeit and appropriate the BID Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the KSEL under the Bidding Documents and/ or the Agreement, or otherwise. 4.2 Without prejudice to the rights of the KSEL under Clause 4.1 hereinabove and the rights and remedies which the KSEL may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the KSEL 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 Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the KSEL during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the KSEL 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.

4.2 For the purposes of this Section 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 KSEL 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 Agreement or arising therefrom, before or after the \ execution thereof, at any time prior to the expiry of One months from the date such official resigns or retires from or otherwise ceases to be in the service of the KSEL,

shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue o of the LOA or after the execution of the 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 KSEL in relation to any matter concerning the Project;

(b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

(d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the KSEL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process

Appendix-1
Format of Financial Bid (Ref.Clause 2.1.3)

KHED SINNAR EXPRESSWAY LIMITED

RFP No.: _____

Name of Project	COLLECTION OF USER FEE THROUGH FEE COLLECTING AGENCY ON THE BASIS OF COMPETITIVE BIDDING THROUGH OFFLINE-TENDER BASIS AT Chalakwadi Toll Plaza at Km 91+906 Khed Sinnar Section of NH-50 (Km 42.000 to Km 177.000) in the state of Maharashtra		
FINANCIAL BID			
Having examined the bidding documents and understood its contents, I/We offer to pay the KSEL, the following sums as and by way of our offer as your Contractor for collection of User Fee on the said Section of National Highway, during the said period. This offer/ bid is unconditional and unqualified.			
Name of the Firm			
S.No	Period	Total Amount payable by the Bidder to the KSEL for the period mentioned in Column-B	
A	B	C	D
1	Three Months (30.11.2021 8:00 am to 01.03.2022 8:00 am)	Rs..... /-*	(Rs. in words)*
<p>*The amount will change with the change in rates as per Clause-5 of the Contract.</p> <p>For calculating the weekly amount, the amount quoted for 3 Months shall be divided by the number of days for the Toll collection period i.e. 3 months quote divided by 91 days and multiplied by 7.</p> <p>The week shall be counted from Monday to Sunday. In case the number of days in first and last week happens to be less than 7, then the bidder will deposit the amount proportionately.</p> <p>For calculating the monthly amount, the amount quoted for three Month shall be divided by 3.</p> <p>The amount quoted above shall be exclusive of the TCS. Any tax and service charges, as applicable, shall be borne by the bidder over and above the quoted amount.</p> <p>The amount quoted above is exclusive of penalty amount from Non Fast Tag users. Penalty of Non Fast tag users shall have to be deposited separately on actual basis along with TCS.</p>			

FORM OF CONTRACT

Preamble: --

(A) This Contract is made at..... , on this the _____ day of _____ 2021 by and between the KHED SINNAR EXPRESSWAY LIMITED having its Corporate Office at _____ hereinafter referred to as “**the KSEL**” (which expression shall, unless excluded by or repugnant to the context thereof, be deemed to mean and include its successors in office and administrators,) of the **ONE PART**, represented by its . (to be authorized) at.....

AND

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

Or

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

Or

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

Or

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

Or

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

Or

(f) (individual) having its **permanent** address ----- (mention full address) and place of business -----(mention full address)

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

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

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

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

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

(a) _____ has been registered under the provisions of the Shops & Establishments Act, 1954 of the _____ (mention the name of concerned State);

(b) is licensed under the provisions of the Contract Labor (Regulations & Abolition) Act, 1970 and has obtained license No. ____ dated. ____;

Or

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

()# Strike out, Whichever is not applicable.

(D) AND WHEREAS the Contractor undertakes to:

(a) Comply with all the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952;

(b) Pay to all its personnel deployed as per the Minimum Wages Act, 1948; and

(c) Comply with all the provisions, duties and obligations imposed upon it by any law for the time being in force as may be applicable.

(E) AND WHEREAS the KSEL is empowered under the provisions of the concession Agreement between KSEL & NHAI to enter into contracts with any person for the purpose of collection of USER Fee under the said **User Fee Rules, 2008/ the National Highways and amendments thereof**.

The KSEL is desirous of engaging the Contractor to collect User Fees at Chalakwadi **Toll plaza located at km. 91+906** of Khed Sinnar Section of NH-60 (**Km 42.000 to Km 177.000**) in the state of Maharashtra.

(F) AND WHEREAS the KSEL invited bids from interested entrepreneurs for collection of USER Fee for the use of the said Section of National Highway for a period of Three Months. The Contractor is one of those bidders who submitted highest financial bid shall remit the following amount to the KSEL so as to be received by the KSEL latest by **TUESDAY** of every week and if Tuesday happens to be a BANK Holiday, then by NEXT bank working day as indicated below by way of RTGS transfer for the said section of National Highway The remittance shall be as follows:

As the user fee is being collected through Fats Tag, Fast tag amount directly gets credited to the Escrow Account of KSEL on daily basis the difference between agreed weekly remittance amount and Fastag amount shall be remitted to KSEL on weekly basis, latest by Tuesday of every week by way of RTGS, in favor of Khed Sinnar Expressway Limited Account

S. No.	Period	Total Amount Payable by the Bidder to the KSEL (KSEL)for the period mentioned in column B	Amount to be paid per week
A.	B.	C.	D.
a)	(From 30/11/2021 08.00 Hrs. to 1/03/2022 08.00 Hrs.) Three Months	Rs. /- (_____ in words)*	Rs. /- (_____ in words)*

- ***For calculating the weekly amount, the amount quoted for Three month shall be divided by the number of days in Three Months (30th November 2021 to 01st March 2021) i.e. divided by 91 days and multiplied by 7.***
- ***the week shall be counted from Monday to Sunday. In case the number of days in first and last week happens to be less than 7 days, then the bidder will deposit the amount proportionately.***
- ***The amount quoted above shall be exclusive of the TCS. Any tax and service charges, as applicable shall be borne by the bidder over and above the quoted amount.***
- ***The amount quoted above is exclusive of penalty amount from Non Fast Tag users. Penalty of Non Fast tag users shall have to be deposited separately on actual basis along with TCS.***

1. ENGAGEMENT OF CONTRACTOR:

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

2. PERIOD OF CONTRACT:

(i) “The Contract shall be for a period of Three Months beginning on 30th November, 2021 from (08.00 hrs.) to 01st March, 2022 (08.00 hrs.).

OR

till the plaza is handed over to the other collection agency as per directions issued by KSEL.” However, the KSEL 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 bidder to the KSEL will be proportionately modified depending upon the period.

Note: The start date of contract shall be within 2 days from the date of signing of the contract agreement or the date indicated by the KSEL in LOA.

(ii) The period of contract shall be Three Months. In case the KSEL is not getting a bid higher than the remittance under this contract or in case of urgency, the KSEL reserves the right to increase the contract period at Mutually Agreed remittance and terms & conditions under this contract up to 3 (Three) months.

3. RATE OF USER FEE:

(a) The Contractor shall collect User Fees at such rates only and from such vehicles only as have been notified by the Central Government vide **Notification No.**

Dated _____ for the use of the said Section of the National Highway /the said bridge and in strict compliance with the provisions of the notification. A copy of the said Notification (including a draft notification to be replaced by a notification published in the Official gazette in due course) is appended as **Schedule I** In case, there is a material difference (i.e. impacting the collection of the Contractor by more than 10 (ten) % in a year) in the draft notification and the officially published notification, prior to commencement of collection of User Fee, the revised remittance shall be derived from the quoted remittance as per Clause-5(b) and in the event of dissatisfaction of either party on the revised remittance, so fixed, either party to this Contract will be at liberty to terminate this Contract by giving 30 days prior notice in writing.

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

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

4. COLLECTION ONLY AT PRESCRIBED RATE:

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

5. CHANGE IN THE RATE OF USER FEE: Deleted

6. COMMENCEMENT AND TERMINATION OF USER FEE COLLECTION:

- (a) Subject to Clause 2 of the Contract, the USER Fee collection shall commence from the date as communicated by the KSEL in writing which may be even at variance from the dates mentioned elsewhere and terminate on expiry of One year.

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

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

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

7. EXEMPTION OF VEHICLES AND CONCESSION:

- (a) Type(s) of vehicles exempted as stated in the Schedule I appended to this Contract could be varied at any time either by the KSEL or by the Central Government of India. Such variance, unless impact on his collection is considered more than half a percent in a year requiring renegotiation of terms of the Contract, shall not alter the liability of the Contractor to remit the specified monthly amount and shall also not affect any other terms and conditions of this Contract.
- (b) All exemptions available to users under the Indian Toll (Army and Air Force) Act, 1901 and rules there under, further extended to officials of Indian Navy, shall be 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 and **National Highways (Determination of Rates & collection) Rules, 2008 is published with amendments vide G.S.R. 950(E) dated 3rd December 2010, G.S.R. 15(E) dated 12th January,2011, G.S.R. 756(E) dated 12th October 2011, G.S.R. 778(E) dated 16th December, 2013, G.S.R. 26(E) dated 16th January, 2014, G.S.R. 831(E) dated 21st November, 2014, G.S.R. 02(E) dated 29th December, 2014, G.S.R. 220(E) dated 23rd March, 2015, G.S.R 585(E) dated 08th June, 2016, G.S.R 1114(E) dated 2nd December, 2016 GSR 248(E) Dt. 14.03.2017 & GSR 427(E) Dt.07.05.2018.** In case of any dispute about eligibility of any user about a particular concession or about the operating procedure, the decision of the KSEL concerned, or his authorized representative shall be final and binding.
- (d) If the KSEL is satisfied that exemption or concession available to an otherwise eligible user for whatsoever reason, has been denied, the Contractor shall be liable to pay 100 (Hundred) times of the value of USER Fee charged from such eligible user as penalty within 7 days of the issue of a notice by the PD in this regard.

8. PLACE OF COLLECTION:

- (a) The Contractor shall collect User Fees at **Chalakhwadi Toll Plaza at Km 91+906 Khed Sinnar Section of NH-50 (Km 42.000 to Km 177.000) in the state of Maharashtra**, where, permanent USER Fee Collection Booth(s) are put up by the KSEL. Such booth(s)/plaza/plaza area cannot be used or allowed by the Contractor to be used by others for any other purpose; including for sale of any commodity or advertisement.

Any advertisement in plaza area is strictly prohibited. Any deviation will be treated as non-compliance and action shall be taken either under Clause 17 (c) or under Clause 35(4).

- (b) The Contractor undertakes not to demand any additional place for collection of USER Fee or for installation of check barriers under any circumstances and for any reason whatsoever. The Contractor also undertakes not to collect USER Fee from any other place. The decision of the KSEL in this regard shall be final and binding.

- (c) The KSEL reserves the right to change the location of collection point including the right of addition, removal and merger of the number of USER Fee collection points as notified through fee notification from time to time. In case of a plaza being closed by any of such notification, the contract shall be 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.

9. DIVERSIONS:

- (a) The Contractor has surveyed the said Section of the National Highway or the said Bridge and surrounding area including any access or diversion(s) and the Contractor has submitted its bid taking into consideration all such access or diversion(s) or any diversion of traffic due to deterioration in road conditions or closure of road for maintenance work, whether existing or likely to come in the future which any road user may opt, inter-alia, to avoid payment of the USER Fee by bypassing the USER Fee collection booths.
- (b) The Contractor undertakes that, he shall not make any claim for any decrease in traffic on the ground of diversion of the traffic as per clause 9(a) above, even if such diversion did not exist at the time of submission of the bid by the Contractor.
- (c) The Contractor will not be entitled to (a) close; and (b) demand closure by any KSEL whatsoever, of any lateral entry to the said section of the Highway for which USER Fee is to be collected. The Contractor recognizes that all fee-paying traffic on the said section may not pass through the USER Fee collection booth or USER Fee plaza.

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

- (a) The KSEL shall endeavor to hand over the USER Fee Plaza collection booths at **Chalakwadi Toll Plaza at Km 91+906 Khed Sinnar Section of NH-50 (Km 42.000 to Km 177.000) in the state of Maharashtra**, on signing the contract to the Contractor for the purpose of USER Fee collection on the said Section of the National Highway.
- (b) The KSEL has the right to entrust the USER Fee plaza(s) earlier than the date mentioned in Clause (a) above, subject to fulfillment of other conditions of the Contract. In such an event, the Contractor's obligation to remit the agreed amount will begin from the date of such handing over itself, without any extension in the period of the Contract.
- (c) In case, the KSEL fails to handover the User Fee Plazas on the date and time mentioned in Clause (a) above and hands over the same any time after the date and time mentioned in clause (a), the Contractor is entitled for same period of the Contract as provided under clause 2, without any reduction in the period of the Contract.
- (d) In such case as mentioned in (b) and (c) above, the contract period along with the obligation of total amount payable by the Contractor to the KSEL as mentioned under column B (i.e. Period) & C (i.e. total amount payable by the contractor to the KSEL) of the table mentioned earlier shall remain same and commence from the date and time of actual handing over the User Fee plaza.

- (e) The Contractor shall handover the User Fee Plaza(s) on 08.00 hrs. of the following day on the completion of the period of Contract as per Clause 6 above.
- (f) In case, the Contractor fails to handover the User Fee Plaza on 08.00 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 KSEL together with all the equipment's, facilities and articles in good condition, the Contractor shall be liable to pay, to the KSEL 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 KSEL such cost of infrastructural facilities, equipment and all other articles as are not in good condition or may be fixed by the KSEL. KSEL decision in the matter shall be final.
- (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 KSEL. No Dues Certificate shall be issued not later and within 7 days after settlement of accounts.

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

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

12. REQUIREMENT OF PERSONNEL FOR USER FEE COLLECTION:

For the purpose of discharging its obligations under this Contract, the Contractor shall deploy adequate number of personnel of prescribed qualification & experience and having undergone such training as may be relevant and considered necessary from time to time by the KSEL to ensure efficient management of entire operations, including free flow of traffic, in or around the plaza including in the User Fee collection booths.

The number, qualification & experience of personnel to be deployed should be in accordance with the details given in schedule- III of this contract. However, the KSEL reserves the right to serve directions for any interchange in the category of personnel (total

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

13. DEPLOYMENT OF PERSONNEL:

- (a) The Contractor shall ensure that the personnel deployed by it for discharging its duties under this Contract are of good health, of highest integrity, punctual, well dressed as per the NHAH dress code, well-behaved. and of qualification & experience prescribed in schedule- III.
- (b) The Contractor shall furnish to the KSEL a list, in addition to the list of key personnel, of persons deployed for the purpose of discharging its obligations under the Contract, containing all the details like their educational qualifications, experience, training undergone, good health, good character, personal residential addresses and recent photographs. The required details for key personals shall be submitted to the concerned Regional Office and that of other staff to Project Director after signing of the contract in the format given in schedule- IV of this contract.
- (d) The uniform of the personnel deployed shall be as per the NHAH dress code
- (e) The KSEL reserves its right to object to the deployment of any personnel for any reason in which case, such person or persons being objected to by the KSEL shall be removed by the Contractor forthwith and replaced within a day from such removal.
- (f) 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.
- (g) The KSEL shall not be liable for any misconduct or misdeeds or any act or incident involving the Contractor or any of its personnel in any criminal or civil case the Contractor shall be responsible for consequences and if any such incident takes place, the Contractor shall forthwith intimate the said incident to the KSEL.
- (h) The Contractor specifically agrees that the personnel deployed by it, will not in any way claim employment with the KSEL. 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.
- (i) 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 PD concerned in advance. The PD, if satisfied with the reasons submitted to him, may allow such replacement after verifying the CVs strictly in accordance with the requirements prescribed in schedule- III.
- (j) The KSEL is in process of introducing new electronic technologies for USER Fee collection system by installing electronic equipment's already developed or being developed by various companies/agencies. The contractor shall extend full co-operation in installation, operation and maintenance of such system and will be bound by the advice of the KSEL in this regard.

14. INTER 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 KSEL and the relationship of master and servant or employer and employee shall be only between the Contractor and the personnel deployed by it.
- (b) However, if considered necessary, the KSEL shall have every right to enquire and seek documentary evidence from the Contractor, whether all the statutory dues like ESI, EPF, Minimum Wages, Weekly offs, Bonus, Medical Leave, Workmen Compensation and any other entitlements for which the Contractor is liable to provide, are being paid or not or have been paid or not for a particular period.
- (c) In case of any breach by the Contractor in the payment of such statutory dues not necessarily pertaining to its personnel/employees, the KSEL shall be entitled to adjust the same from the Performance Security and pay such statutory dues to the appropriate KSEL. The Contractor shall replenish the Performance Security within 7 (seven) days of the notice by the KSEL. The decision of the KSEL in this regard shall be final and binding on the Contractor.

15. PROVISION OF INFRASTRUCTURE:

(a) The minimum infrastructure to be provided (in case not provided by KSEL) and maintained by the Contractors are as under;

- (i) Computers and its peripherals as required for Toll collection purposes, such that it fulfills all mandates of the KSEL and/or NHAI,
- (ii) Software for running the system if the contractor is not using KSEL's software, *
- (iii) Generator/ Standby Generator for power if there is no electricity connection/ for stand by requirement.

* The software(s) and equipment used by the Contractor shall be able to provide all features and functionalities as mandated by KSEL and/or NHAI, inclusive of, but not limited to vehicle crossing details with number of vehicle, type of vehicle, date and time of crossing the plaza etc.

(b) The KSEL shall handover the Fee Plaza to the Agency in the condition as existing on 7 days prior to bid due date on 'as is where is basis'. The agency shall carry out all maintenance, repairs and upgradation on the handed over assets and equipment along with providing any facilities as required, to discharge its duties.

(c) The repair and maintenance of such facilities once provided by the KSEL shall be the responsibility of the Contractor including but not limited to payment of electricity bill, fuel, consumables like electricity bulbs, water charges etc. The KSEL may provide consumables 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 KSEL,

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

- (d) All expenses for printing receipts or passes to be issued to users shall be borne by the Contractor. The Contractor shall abide by the instruction of the KSEL in the matter of its format or size or language.
- (e) An inventory (along with the condition and present book value) of infrastructural facility /equipment, and all other articles (properties of KSEL only) shall be prepared and duly signed by both the parties at the time of handing over or taking over of the User Fee Plaza(s). All rental article /equipment's shall be returned immediately after handling over the plaza to the Contractor and no rent shall be paid thereafter.
- (f) The Contractor shall abide by all the instructions issued by the KSEL from time to time. The Contractor also undertakes to abide by such instructions in order to make the process of User Fee collection simple, faster and hassle free by extending necessary cooperation in adopting the technological advancements in the process/work of User Fee collection.
- (g) The user fee collecting agency shall make necessary arrangements for power/lighting to ensure proper working of the User Fee plaza(s) including various office equipment installed, maintaining and running all electric arrangements and stand-by generator along with electric lighting and bearing all expenses thereon during the entire period of this Contract and paying punctually

14. INTER 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 KSEL and the relationship of master and servant or employer and employee shall be only between the Contractor and the personnel deployed by it.
- (b) However, if considered necessary, the KSEL shall have every right to enquire and seek documentary evidence from the Contractor, whether all the statutory dues like ESI, EPF, Minimum Wages, Weekly offs, Bonus, Medical Leave, Workmen Compensation and any other entitlements for which the Contractor is liable to provide, are being paid or not or have been paid or not for a particular period.
- (c) In case of any breach by the Contractor in the payment of such statutory dues not necessarily pertaining to its personnel/employees, the KSEL shall be entitled to adjust the same from the Performance Security and pay such statutory dues to the appropriate KSEL. The Contractor shall replenish the Performance Security within 7 (seven) days of the notice by the KSEL. The decision of the KSEL in this regard shall be final and binding on the Contractor.

15. PROVISION OF INFRASTRUCTURE:

- (a) The minimum infrastructure to be provided (in case not provided by KSEL) and maintained by the Contractors are as under;

electricity and water charges in respect of the User Fee plaza(s)/collection booths as they become due and payable during period of this Contract.

- (b) The repair of the road section at the Fee Plaza site will be the responsibility of the KSEL.

16. INSURANCE:

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

- (b) As per the instruction of the KSEL the Contractor shall also arrange adequate Insurance cover at its own cost favoring the KSEL, for all the properties handed over by the KSEL for comprehensive risk.

17. PERFORMANCE SECURITY:

Within 5 (Five) days from the date of issue of the LOA, the successful Bidder shall deposit an Interest free upfront payment of Rs 50 (Fifty) lakhs in the form of DD/Bank Guarantee (BG) in favor of Khed Sinnar Expressway Limited payable at Mumbai with the validity period of 6 months. In case, KSEL decides to extend the Contract beyond the initial period of three months the Performance Security shall be extended forthwith by the Contractor up to the end of the extended period plus 3 (three) months.

In case settlement of accounts and issue of no dues certificate are getting delayed due to any pending issue/ recovery, which remains to be closed on the end date of the contract, the performance security to the extent of value of such issue/ recovery only shall be retained and the balance performance security shall be released as early as possible, but not exceeding 30 days from the end date of the contract.

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

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

The amounts lying with the KSEL towards the Performance Security shall not be adjusted towards installments due to the KSEL from the Contractor including the installment for the last month of the contract period except as provided in Clause-19.

18. PENALTY FOR CHARGING EXCESS USER FEE:

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

19. PENALTY FOR FAILURE TO PAY INSTALMENTS:

- i. In case of delay in remittance of the agreed amount of any installment due under this Contract to the KSEL beyond the fixed day (as per clause 8, of SECTION – II), the KSEL shall levy penalty @ 0.2% per day of delayed instalment for initial one-month delay and @ 0.5% per day of delayed instalment for further delay beyond one month. Such right would, inter-alia, include un conditional right of the KSEL to terminate the Contract forthwith, without assigning any reasons whatsoever and take over possession of the User Fee Plaza(s) for User Fee collection in any manner the KSEL may deem fit. The penalty so levied shall be recovered from the performance guarantee which shall be replenished by the contractor within 10 days from the date of such recovery failing which the contract is liable to be terminated.
- ii. For avoidance of doubt, if more than one remittance are delayed and the contractor deposits a lumpsum amount, this will be adjusted following First-in-First-out (FIFO) approach, i.e., the earliest installment due shall be first adjusted along-with the applicable penal interest on the earliest remittance on that date and in similar manner the other emittances shall be adjusted. No further interest shall be applicable on the penal interest component. The penal interest shall be simple, i.e., it shall not be compounded.
- iii. If the remittances outstanding including penal interest, if any, on ending of the contract is less than the performance security, then such amount shall be recovered from performance security, accounts will be settled, and balance securities will be released and penal interest shall be levied only up to end date of contract. In case the contractor has not deposited the remittance of last week on ending of the contract period which is also to be adjusted from the cash performance security, then an additional penal interest @ 0.2% per day for 7 days on the last week remittance shall also be levied.
- iv. If the remittances outstanding including penal interest, if any, on ending of the contract are more than the cash performance security, then the dues to the extent of cash performance security will be adjusted as provided at Para-(iii) (a) above, following FIFO approach given at Para-(ii) above and the balance including penal interest shall be deposited by the contractor. For avoidance of doubt, it is clarified that the penal interest will be applicable only on the balance remittances and the penal interest will continue till payment of dues by the contractor levied.

20. PENALTY FOR FAILURE TO COMPLY ANY OF THE OBLIGATIONS

SPECIFIED IN CLAUSE 23 OF THE CONTRACT:

In case of non-compliance of any of the obligations specified in Clause 23(a) to (g), the KSEL shall levy penalty @ Rs.1.0 lakh per default per month except for Clause-23(e) for which the penalty shall be @ Rs.10,000/-per default per month, without prejudice to any other rights of the KSEL under this Contract. However, in case of non-compliance of obligations specified in Clause 23 (h), the KSEL shall levy a penalty @ Rs.10,00,000/- per instance or termination of Contract Agreement or both,

without prejudice to any other rights of the KSEL under this Contract. The date of default will be the date of reporting to the contractor by the KSEL 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 35 (2) of this contract. Before levy of penalty under this clause the contractor shall be given a reasonable opportunity to rectify the default. The decision of the KSEL concerned or his authorized representative to levy the penalty under this clause shall be final and binding. The penalty so levied shall be recovered from the performance guarantee which shall be replenished by the contractor within 10 days from the date of such recovery failing which the contract is liable to be terminated.

21. OPERATIONAL TRANSPARENCY:

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

22. AUTHORISED REPRESENTATIVE OF THE KSEL:

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

23. OBLIGATIONS OF THE CONTRACTOR:

- (a) The Contractor undertakes the responsibility of the complete job of User Fee collection, maintenance of all records, maintenance of User Fee collection account, maintenance of vehicle types wise Traffic Data on shift to shift basis, maintaining the cleanliness of User Fee plazas/User Fee collection booths and surrounding area etc. and any other duty as may be assigned by the KSEL from time to time.
- (b) The Contractor shall make appropriate arrangement for management of the traffic at its own cost and shall ensure that the processing time for a vehicle at the User Fee counter should not be more than 30 seconds for the purpose of issuing USER Fee. All the lanes shall be kept open at all times irrespective of peak or off-peak hours.
- (c) The Contractor specifically undertakes to abide by all the instructions issued by the KSEL 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 KSEL, within 7 (seven) days of completion of each month, a statement of User Fee substantially in the form set forth in Schedule- V (the "Monthly User Fee Statement"). Proper record is to be maintained at the plaza for the purpose of providing such information. **The Contractor shall also submit such information sought by the KSEL in such format, as may be prescribed by the KSEL from time to time.**
- (e) The Contractor shall, prior to the close of each day, send to the KSEL, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Road Section within 500 meters on either side of the plaza relating to the safety and security of the Users and Road Section. A weekly and monthly summary of such reports shall also be sent within three days of the enclosing of each week and month, as the case may be. For the purposes of this Clause 23 (e) accidents and unusual occurrences on the Road Section shall include:
 - (i) death or injury to any person;
 - (ii) damaged or dislodged fixed equipment;
 - (iii) any obstruction on the Road Section, which results in slow down of the services being provided by the Contractor;
 - (iv) disablement of any equipment during operation;
 - (v) communication failure affecting the operation of Road Section smoke or fire;
 - (vi) flooding of Road Section; and
 - (vii) such other relevant information as may be required by the KSEL
- (f) The contractor also agrees to abide by the requirement of clause 12 & clause 13 specifically on deployment of the personnel for the purpose of this Contract.

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, etc. instead of giving change for the balance amount to the road users. A placard shall be placed at all Fee Booths in the format enclosed at Schedule-VIII for information of the road users. In case it is found during the surprise checks that the Contractor is giving namkeen/ coffee/ wafer packets in lieu of change, the Contractor at his cost shall

issue an advertisement in the local newspapers asking the road users to approach the Fee Plaza Office for getting back the change by returning namkeen/ coffee/ wafer packets by showing the user fee payment receipt.

24. RIGHT OF INSPECTION:

- (a) The KSEL 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 KSEL may exercise any check/control to ensure discharge of various obligations by the Contractor under the Contract including but not limited to following:
 - i) Correctness of the User Fee charges recovered from users, as prescribed
 - ii) Issue of proper Receipts to all Vehicles;
 - iii) Maintenance of proper registers including those relating to collection of User Fee from different type of vehicles;
 - iv) **Weekly** remittance of amount due from the Contractor by the prescribed **day**;
 - v) Checking of data in electronic/soft form;
 - vi) Maintain User Fee Plaza(s) and its appurtenances by the Contractor at his cost and ensure that they are in good running condition;
 - vii) Arrangement for lighting and water are in order;
 - viii) There is no delay to the traffic due to procedure of collection of User Fee and also there is no traffic jam at the User Fee Plaza(s); and
 - ix) Any other check or control as considered appropriate by the KSEL including through its authorized representative.

25. FORCE MAJEURE:

(a) NON-FORCE MAJEURE EVENT:

An event (i) which involves diversion of traffic of any kind, including but not limited to any diversion ordered/implemented by local KSEL 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 (Fee) roads due to deteriorated road conditions/ maintenance of road section. This may result into bypassing of User Fee Plaza/ User Fee Collection Booths and use of any part of the said Section of the National Highway/said bridge by the users.

(b) FORCE MAJEURE EVENT:

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

- i. Publicly declared strike by registered and recognized association of Transporters exceeding 7 days. The date of going on strike and withdrawal or start of movement of traffic will be inclusive for the purpose of calculation of 7 days under this clause.
- ii. Floods/Earthquake 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.
- v. Expropriation, acquisition, confiscation or nationalization of the User Fee collection
- vi. Any change in law which has a material adverse effect on the obligation of the parties hereto.
- vii. Any decision or order of a court or tribunal, which has a material adverse effect on the performance of obligations of the parties to this Contract.
- viii. Suspension of traffic on the said section of National Highway/said bridge or any part thereof, exceeding 15 (fifteen) days at a stretch.
- ix. Any event or circumstances of a nature analogous to the foregoing.

(c) PROCEDURE FOR FORCE MAJEURE:

(i) NOTICE:

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

(ii) CONSULTATION AND DUTY TO MITIGATE:

1. The Party claiming relief under Force Majeure shall, at its own cost, take reasonable steps to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Contract as soon as reasonably possible. The Parties shall consult with each other to determine the measures to be implemented to minimize the losses of either Party as a result of the Force Majeure event.
2. The Party affected by Force Majeure shall keep the other Party informed of such efforts to remedy and make reasonable efforts to mitigate on a continuous basis and shall provide written notice of the resumption of performance hereunder.
3. Notwithstanding anything contrary to the specifically stated in this Contract no party shall be relieved of its obligations under this Contract by reason of impossibility of performance or any other circumstance whatsoever not beyond its control.
4. Any Party claiming cessation of the event of Force Majeure may, if the other party has not served a notice of resumption of performance, give notice to the other party, of cessation of such event, notifying the date of alleged cessation and unless the party to whom such notice is given does not dispute the same within 30 days of the receipt of such notice the Force Majeure event shall be deemed to have ceased to consequences thereof and shall be deemed to have come to an end on the date so notified.
5. The relief under force Majeure will be calculated on the basis of average collection per day, arrived based on the agreed weekly remittance. The difference in collection per day during force majeure and average amount of collection per day, arrived based on the agreed weekly remittance multiplied by number of days of force majeure will be payable to the contractor.

(iii) TERMINATION DUE TO FORCE MAJEURE:

If any event of Force Majeure shall continuously impede or prevent a Party's performance for longer than 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 90 days from the date of commencement of such Force Majeure event, either Party may issue a Notice to terminate this Contract.

The KSEL on behalf of the KSEL is authorized specifically to settle claims for force majeure events.

26. ARBITRATION:

- (a) All disputes and/or difference except those which are mentioned in the matters non-arbitral under Clause 26 above arising between the parties out of this Contract shall be settled by Arbitration under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Chairman of the KSEL or his nominee shall be the sole Arbitrator. The award made and published in pursuance of such Arbitration proceedings shall be final and binding on both the parties.
- (b) The proceedings of the Arbitration shall be held in English language and shall be held at such place as may be decided by the Chairman of the KSEL or his nominee. The award of the Arbitration shall be final and binding on both the parties to the Contract.
- (c) Pending resolution of any dispute pursuant to Arbitration, under all circumstances the Contractor shall continue to remit the agreed instalments of money to the KSEL as prescribed in this Contract including when the dispute is about the amount to be remitted.
- (d) The contract agreement shall be governed by and construed in accordance with the laws of India and the Courts at Mumbai shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the contract agreement

27. 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.

28. BREACH:

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

29. 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.

30. ASSIGNMENT:

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

31. DEATH/WINDING UP:

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

32. 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 KSEL shall be entitled to take over the User Fee Plaza(s) and terminate this Contract and to continue the User Fee collection in the manner it deems fit. Further, the KSEL, in such a situation, shall forfeit the performance security furnished by the Contractor to adjust any dues or claims or damages without prejudice to its other rights.

33. INDEMNITY:

The Contractor shall indemnify the KSEL and its officers, agents and authorized representatives against all liabilities, damages and expenses arising from any claims for damages, suits, proceedings, recoveries, judgments or executions (including, but not limited to litigation costs and expenses and reasonable User Fees of the Attorney) which may be made or recovered from the KSEL by reason of any acts, omissions (whether negligent or otherwise) or due to willful misconduct of the Contractor including its agents, survivors and personnel.

34. TERMINATION:

- (1) The KSEL shall be entitled to terminate this Contract at any time after giving notice to the Contractor as under in writing and in that event, the Contractor shall not be entitled to any claim, or any compensation whatsoever on account of such termination.
- (2) The KSEL shall be entitled to terminate this Contract at any time without assigning any reason(s) after giving notice to the Contractor as under in writing and in that event, the Contractor shall not be entitled to any claim, or any compensation whatsoever on account of such termination by giving seven (7) days prior notice in writing.

- (3) Notwithstanding anything contained in clause (1) above, the KSEL may terminate the Contract forthwith for breach or non-observance of any of the terms and conditions of this Contract or for any misconduct on the part of Contractor or his employee/staff/personnel or for overcharging of User Fee from a user, or for harassment of any user.
- (4) The KSEL 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.

35. DECISION OF KSEL: FINAL AND BINDING

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

36. INTEGRATED CONTRACT:

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

37. STAMPING AND ENGROSSING:

Deleted

38. AMENDMENT:

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

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

**For and on behalf of
behalf of**

(Signature)
Name:-
Designation:-
Place:- _____

For and on

(Signature)
Name:-
Designation:-
Place:-

**In the presence of
presence of**

1. Signature:
Signature:
Name:

Address:

s:

2. Signature:
Name:
Address:

In the

1.

Name:

Address

2. Signature:
Name:
Address:

** Contractor must affix its seal.*

SCHEDULE - I

**NOTIFICATION vide S.O. No. 1469 (E) dated
21.04.2016**

PUBLISHED IN OFFICIAL GAZETTE

**Fee Rates applicable for year 2021-22 are as
under:**

At Chalakwadi Toll Plaza at Km 91+906

Sl. No	Type of vehicles	Fee for single journey (in rupees)	Fee for return journey within 24 Hrs (in rupees)	Fee for monthly pass for 50 single journeys in a month. (in rupees)	Fee for single journey for the commercial vehicles registered within the district of fee plaza (in rupees)
1.	Car, Jeep, Van or Light Motor Vehicle	45	70	1570	25
2.	Light Commercial Vehicle, Light Goods Vehicle or	75	115	2535	40
3.	Bus or Truck (upto two axles)	160	240	5315	80
4.	Commercial Vehicles (three axles)	175	260	5800	85
5.	Heavy Construction Machinery (HCM) or Earth	250	375	8335	125
6.	Oversized Vehicles (seven or more axles)	305	455	10145	150

1. The rate of monthly pass for local non – commercial vehicles shall be **Rs. 285** for the year 2021-21.
2. The fee rate mentioned at column 6 is for single trip and is applicable for commercial vehicles (excluding vehicle plying under National Permit), registered within the District where the fee plaza is located.
3. It is further to clarify that as per user fee notification, the Concessionaire shall issue 50 or more one-way tickets at a discounted rate equivalent to 2/3rd of the fee payable during the period of one month from the date of payment of fee. The amount indicated above is for monthly pass is for 50 trips. However, if any person asks more than 50 trips during a period of one month, the concessionaire shall be required to issue such tickets at a discounted rate as above [i.e., if 60 trips are asked in a month by any person for a car, the amount is 60×70.97 (pre-rounded fee for single trip) $\times 2/3 = \text{Rs. } 2838/80$ i.e., rounded to **Rs. 2840/-**

Schedule- III

[Reference clause 12 &13 of Appendix - IV]

Key Personnel

SI No	Designation at Plaza	No. per lane	No per shift (for all lanes)	Nos. deployed per Plaza (for all shifts)	Essential Qualification
1.	Plaza Manager			1	(a) Degree in IT/ Computer Science/ Electronics & Communication or MCA from any government recognized university; (or) Graduate in any discipline from government recognized university, with DOEACC 'A' level Course; 3 years BCA; 2 years MBA in IT or equivalent (1-year Diploma/ PG Diploma Courses are not eligible); and (b) 2 years' experience in using semi-automatic/ electronic fee collection Systems
2	Security Officer			1	(a) Graduate in any discipline from any government recognized university with minimum 10 years post-qualification experience in relevant field in any government or private organization of repute; (or) Any Retired Defense/ Police Officers who led a team, with Graduation in any discipline from any government recognized university; and (b) experience of 3 years as Security Officer on similar assignments

3	Accounts Officer			1	<p>Post-graduate in Commerce or Graduate with CA/ICWA/SSA with 5 years' experience in Audit & Accounts.</p> <p>Note: At least the Contractor shall have one team of Key Personnel, meeting above requirements, for all Fee Plazas within the jurisdiction of one Regional Office, subject to provision of suitable persons for Key Personnel positions at that specific Fee Plaza for which qualification requirements may be relaxed by RO concerned. There shall be no change in the requirements regarding "other staff" specified in Schedule-III for each Fee Plaza</p>
OTHER STAFF					
1.	Shift In charge		1	3	Graduate in any discipline and a diploma in computing from a recognized institute of repute with minimum 2 years post qualification experience in relevant field or retired defense personnel of rank equivalent to ASO. or above. The officer can be from paramilitary forces also and the at least a diploma in computer application or equivalent from any govt. recognized institute in India
2.	Accountant		1	3	Graduate in any discipline with minimum 5 years post qualification experience in any in any govt or. private organization of repute
3.	Fee Collector	1	12	36+6 (2 reliever per shift)=42	12th pass from any recognized board in India or retired defense personnel with operational knowledge of computer.
4.	Fee Attendant	1	12	36+6 (2 reliever per shift)=42	12th pass from any recognized board in India or retired defense personnel.
5.	Barrier man		2+2 (up down)	12	12th pass from any recognized board in India or retired defense personnel
6.	Channelizer		2 (up&down)	6	12th pass from any recognized board in India or retired defense personnel
7.	Gun man		4	12	Retired defense personnel only.

8.	Electrician		1	3	10th Standard pass from any recognized board of India with knowledge of the relevant field.
9.	Safaiwala		1	3	Experience in relevant field.
10.	Mali			1	
11.	Peon		1	3	8th standard pass.
12.	Total			133	

* The above requirement of staff is for 6 + 6 lane plaza. The bidder shall confirm the actual number of lanes and requirement of other staff from the concerned Regional Office or Project Director.

Schedule- IV
[Reference Clause 13 (b) of Appendix IV

FORMAT FOR DETAILS OF PERSONNEL TO BE DEPLOYED AT

(To be submitted after signing of the contract to the RO in case of Key personnel's and to the Project Director for other staffs.)

Sr. No.	Name & Designation	Permanent Address & Contact No.	Correspondence Address & Contact No.	Qualification & experience (self attested copy of certificate are to be enclosed)	Recent Passport size photograph.	Specimen sig.
1.	Plaza Manager					
2	Security Officer					
3	Accounts Officer					
4	Administrative Officer					
5	Shift Incharge					
6	User Fee Inspectors					
7	Accountant					
8	Astt. Accountant					
9	Fee Collector					
10	Fee Attendant					
11	Barrier man					
12	Channelizer					
13	Gun man					
14	Electrician					
15	Safaiwala					
16	Mali					
17	Peon					

Schedule-V

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

MONTHLY USER FEE COLLECTION STATEMENT- PART-A

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

Schedule-VI

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

MONTHLY USER FEE COLLECTION STATEMENT- PART-B

MONTHLY VEHICLE PASSING REPORT							
FOR THE MONTH OF							
No of monthly passes	CAR, JEEP, VAN OR LIGHT MOTOR VEHICLE	LIGHT COMMERCIAL VEHICLE, LIGHT GOODS VEHICLE OR MINI BUS	TRUCK / BUS (TWO AXLES)	THREE AXLE COMMERCIAL VEHICLES	HEAVY CONSTRUCTION MACHINERY (HCM) OR EARTH MOVING EQUIPMENT (EME) OR MULTI AXLE VEHICLE (MAV) (FOUR TO SIX AXLES)	OVERSIZED VEHICLES (SEVEN OR MORE AXLES)	Total
Type of Vehicles as per notification	CAR, JEEP, VAN OR LIGHT MOTOR VEHICLE	LIGHT COMMERCIAL VEHICLE, LIGHT GOODS VEHICLE OR MINI BUS	TRUCK / BUS (TWO AXLES)	THREE AXLE COMMERCIAL VEHICLES	HEAVY CONSTRUCTION MACHINERY (HCM) OR EARTH MOVING EQUIPMENT (EME) OR MULTI AXLE VEHICLE (MAV) (FOUR TO SIX AXLES)	OVERSIZED VEHICLES (SEVEN OR MORE AXLES)	Total
	Nos	Nos	Nos	Nos	Nos	Nos	Nos
All types of single Entry (excluding Commercial vehicle registered in the district where the fee plaza falls)							
Multiple entry							
Reusage of Multiple Entry							
Reusage of Monthly passes							
Single Entry of Commercial vehicle (excluding vehicles plying under national permit) registered in the district where the fee plaza falls							
Exempted etc.							
Grand Total							

Schedule VII

FORM OF LETTER OF ACCEPTANCE (LOA)

No:

\Date:

To,

Sub: Collection of User Fee by the fee collecting agency selected on the basis of competitive bidding at [•] fee plaza (near [•])located at km. [•] on km. [•] to km. [•] ([•])section of National Highway [•] in the State of [•] (hereinafter referred to as the said section of the National Highway).

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

Dear Sir,

Your Bid quoting Three Month Remittance of Rs. _____ (Rupees _____) for engagement as the user fee collecting agency for collection of User Fee on the basis of competitive bidding at Km. [•] [•] fee plaza (near [•]) for the section from km. [•] to km. [•] [•] of National Highway No. [•] in the state of [•] (hereinafter referred to as the said section of the National Highway) has been accepted by the KSEL on the terms and conditions of Contract forming part of the Bidding Documents.

The Bid Security shall be forfeited by the KSEL, in case you fail within the specified period to furnish the required Performance Security. You shall also be required to sign the contract within 3 (Three) days from the date of receipt of the Performance Security and after signing the contract, successful *You are required to submit a Performance Security within 7 (Seven) days as per Clause 2.10.1.*

bidder shall take over the fee plaza and start the fee collection within 2(Two) days of signing the contract agreement, on failure to do so, the entire Performance Security including Bid Security and bank guarantee shall be liable to be forfeited and invoked. In the event of your failure to submit the Performance Security, the Letter of Acceptance for award of contract in your favour shall automatically be terminated without further notice. In such a case, your engagement shall forthwith automatically stand terminated and thereupon, without prejudice to any other rights and remedies of the KSEL, the KSEL shall be entitled to appoint another Contractor at your risk as to costs and consequences.

Please convey your unconditional acceptance by signing on the original of this letter as per Clause (3.3.5) and submit the required Performance Security within the specified period so that the Contract could be signed within the specified period.

Thanking you,

Yours faithfully

(Signature)

Name:-

Designation:

Place:- & Dated

Accepted unconditionally including the draft of the contract.

(Signature)**

Name:-

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

Designation:

Place:-

Dated:-

*** Please affix common seal.**

Schedule-VIII

Format for Placard at each Fee Both

(English, Hindi & Vernacular Languages)

Welcome to Fee Plaza (Name & Address)

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

In case you notice any irregularities by the fee collection contractor of this fee plaza, please contact:

Name, Project Director, _____, Mobile No..... In case PD does not lift the phone, please contact:

Name, CGM / RO, _____, Mobile No.....

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