



ROAD CONSTRUCTION DEPARTMENT
GOVERNMENT OF JHARKHAND

SELECTION OF BIDDER FOR COLLECTION OF USER FEE THROUGH FEE COLLECTING AGENCY ON THE BASIS OF COMPETITIVE BIDDING THROUGH ON E-TENDER BASIS ONLY AT KM 14+850 AT KANDRA JUNCTION TOLL PLAZA FOR THE SECTION FROM KM 0.000 TO KM 15.100 (ADITYAPUR – KANDRA SECTION) OF STATE HIGHWAYS NO. 5 IN THE STATE OF JHARKHAND

REQUEST FOR PROPOSAL (RFP)

BID DOCUMENTS & DRAFT CONTRACT

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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 any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this 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 Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties 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 Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this 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 Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated

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

Invitation for Proposal

1. INTRODUCTION

1.1 Background

1.1.1 The Road Construction Department (RCD), Govt. of Jharkhand (the “Authority”) is engaged in development, maintenance and management of State Highways (SHs) / Major District Roads (MDRs) / Other District Roads (ODRs) and as part of this endeavor, the Authority has decided to collect User Fee through agency in respect of section of SH No 5 from Km 0.000 to Km 15.100 on SH- 5 (Adityapur - Kandra section) and has decided to carry out the bidding process on e-tender basis for selection of the Bidder to whom the work of User Fee collection may be awarded. Brief particulars of the section are as follows;

SNo.	Description	Annual Potential Collection (APC)	Period of Collection
(1)	(2)	(3)	(5)
	Kandra Junction toll plaza at Km.14+850 for the section from Km 0.000 to Km 15.100 on SH- 5 (Adityapur- Kandra section) of State Highway No. 5 in the state of Jharkhand	<i>Rs.7.76 Crs. (Rs. Seven Crores and Seventy Six Thousand only)</i>	Contract shall be for a period of 2 (two) years or until the plaza is handed over to other collection agency (OMT Concessionaire/ BOT (Annuity) Concessionaire etc.) as per directions issued by RCD.

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 Annual Potential Collection (the “APC”) has been specified in Clause 1.1.1 above. The assessment of actual quantum of user fee collection, however, will have to be made by the Bidders.

1.1.4 Deleted

1.1.5 Refer Addendum to “ Instructions to Bidder (ITB)

1.1.6 Deleted

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

1.1.8 Deleted

1.1.9 Bid documents comprising the bidding procedure and contract term and conditions, are available for view and downloading from the e-tender portal www.jharkhandtenders.gov.in by the Bidders without any cost. However, to participate in bidding, Bidders are required to pay a non-refundable fee of Rs. 20,000/- (Rupees Twenty Thousand only) towards cost of Bid Documents which shall be submitted along with the Bid Documents by way of a Demand Draft issued by a Scheduled Bank in India drawn in favour of the Executive Engineer, Road Division, Saraikela- Kharsawan and payable at Saraikela- Kharsawan.

1.1.10 Bid documents can be downloaded from e-tender portal from **09/01/2015 (10:30 hrs) to 09/02/2015 (upto 12:00 Hrs)**. Following may be noted in this regard:

(a) Deleted.

(b) Deleted.

(c) The amendments/clarifications to the bid document, if any, will be hosted on the e-portal.

(d) Deleted.

1.1.11 The Authority shall receive bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the

“Bidding Documents”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the **“Bid Due Date”**).

1.1.12 Refer Addendum to “Instructions to Bidders”

Bidders are advised to upload their Bids well in time, to avoid last minutes rush on the server or complications in uploading. Authority, in any case, will not be responsible for any type of problem in uploading the Bid.

1.1.13 Online Submission of the Technical and Financial Bids after the Bid Due Date and time shall not be permitted. Time being displayed on e-tendering portal (“Standard Time”) shall be final and binding on Bidder. Bids are required to be submitted by Bidders, only as per the Standard Time and not the time as per their location/country.

1.1.14 In case of any problem with the submission of the Bid, the Bidder may have the assistance of Procurement Officer or e-Procurement Cell.

1.2 Brief Description of Bidding Process

1.2.1 The Authority has adopted a two stage single envelop process for selection of the Bidder for award of the work. The technical bid (the **“Technical Bid”**) consisting of the Bid documents along with company /establishment profile indicating the capability experience as mentioned herein and the financial bids (the **“Financial Bid”**) containing the amount quoted by the Bidder shall be submitted online in the prescribed format before the date and time specified herein. Only those Bidders whose Technical Bids are found to be responsive

(herein referred to as Technically Qualified Bidders) in terms of this RFP, shall be invited to participate in the on-line opening of their Financial Bids. The technically qualified Bidders may send their authorised representative alongwith the authorisation letter on the letter head of the Bidder for participating in online opening of the Financial Bid. The date and time of opening of Financial Bids of such Bidders, will be intimated to them separately by the Authority through e-portal. The Financial Bids would be opened online. Only one representative of the Technically Qualified Bidder and who chooses to attend the online opening of the Financial Bids shall be allowed to attend the opening of the Financial Bids.

1.2.2 A Bidder is required to deposit, along with its Bid, a Bid Security of Rs 15.5 Lacs (the **“Bid Security”**) refundable no later than 180 (One Hundred & Eighty Days) days from the Bid Due Date, except in the case of the selected bidder whose Bid Security shall be retained till it has provided a Performance Security. The Bidders will have to provide **Bid Security** in the form of a **Bank Guarantee only, issued from a Scheduled Bank in India**. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. Bid Security will be valid for a period of 45 days beyond Bid Validity.

1.2.3 Bids are invited for fee collection on the basis of highest quote given by the Bidder for Annual Remittance. The Annual Remittance quoted shall constitute the sole criteria for evaluation of bids. Subject to Clause 2.10 the work will be awarded to the Bidder quoting the highest Annual Remittance.
In this RFP, the term “Highest Bidder” shall mean the Bidder who is offering the highest Annual Remittance.

1.2.4 Generally the Highest Bidder shall be the Selected Bidder. The remaining bidders shall be

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

1.2.5 The Authority will hand over Toll Plaza to the Contractor in the condition as existing on 7 days prior to Bid Due Date on 'as is where is basis'. The Contractor shall carry out upgradation/provide necessary facilities as required, to discharge his duties.

1.2.6 Any queries or request for additional information concerning the RFP shall be submitted in writing or by fax or e-mail to the officer designated in clause 1.2.7 below. The envelope/communication shall clearly bear the following identification/title :

“Queries/Request for Additional Information: RFP for Kandra Junction Toll Plaza”.

1.2.7 Address for Communication:
 Chief Engineer (Communication)
 Road Construction Department
 1st Floor, Engineer's Hostel No-2
 Govt. of Jharkhand
 Dhurwa, Ranchi - 834004
 Tel No: 0651- 2400210
 Fax No: 0651- 2446002
 E mail: cecommrcd-jhr@nic.in

1.2.8 Deposit of Cost of Bidding & Bid Security

Cost of bidding document and Bid Security shall be deposited in the office of the Chief Engineer (Communication), Road Construction Department, Dhurwa, Ranchi on all working days between **09/01/2015 to 11/02/2015 up to 12:00 Hrs** either by registered post / Speed post or by hand. Only those applications will be entertained whose cost of bidding document and bid security is received before **12:00 Hrs on 11/02/2015**. The Authority will not be held responsible for the postal delay, if any, in the delivery of the document or non receipt of the same.

1.3 Schedule of Bidding Process

The Authority shall endeavour to adhere to the following schedule:

	Event Description	Date
1.	Last date for receiving queries	19/01/2015 (up to 17:00 Hrs.)
2.	Pre-bid meeting - Place Time	Office of Chief Engineer (Communication), Road Construction Deptt. Govt. of Jharkhand, Dhurwa, Ranchi. 21/01/2015 at 15:00 Hrs.
3.	Authority response to queries latest by	21/01/2015
4.	Bid due date	09/02/2015 at 12:00 Hrs.
5.	Opening of Technical bids	11/02/2015 at 12:30 Hrs.
6.	Letter of Award (LOA)	Within 60 days of Bid Due Date.
7.	Validity of bids	180 days of Bid Due Date.
8.	Signing of Contract Agreement	Within 30 days of Award of LOA.

2. INSTRUCTIONS TO BIDDERS (ITB)

2.1 General Terms of Bidding.

- 2.1.1 No Bidders shall submit more than one Bid for the work. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract Agreement.
- 2.1.3 The Bids should be furnished in the format at Appendix-V, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicating in words shall be taken into account.
- 2.1.4 The Bid shall consist of Annual Remittance to be quoted by the Bidder payable to the Authority on weekly basis as per terms and conditions of this RFP and provisions of the Contract Agreement.
- 2.1.5 The Bidder shall deposit a Bid Security of Rs 15.50 Lacs (Rs Fifteen Lacs and Fifty Thousand only) in accordance with the provisions of this RFP. The Bid Security shall be in the form of a Bank Guarantee acceptable to the Authority.
- 2.1.6 The validity of the Bid Security shall 45 days beyond Bid validity. Bid validity is 180 days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 180 (One Hundred and Eighty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided the Performance Security.
- 2.1.7 Any condition of qualification or any other stipulation containing the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.8 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.9 The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.9 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.10 This RFP is not transferable.
- 2.1.11 Any award of Contract pursuant to this RFP shall be subject to terms of Bidding Documents.

2.2 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 Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.3 Site Visit and Verification of Information.

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

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

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

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

2.4 Verification and Disqualification:

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

2.4.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

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

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

- (a) invite the remaining Bidder to submit their Bids in accordance with Clauses 3.3.3 and 3.3.4 ; or
- (b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.4.3 In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, contract, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet issued the letter of acceptance (LOA) or entered into the contract, and if the Bidder has already been issued the LOA or has entered into the contract, as the case may be, the same shall notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder. In such event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or Contract Agreement, or otherwise.

2.5. Eligibility of Bidders.

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

- (i) The Bidder may be a
 - (a) Company registered under the Indian Companies Act, 1956;
 - (b) Partnership Firm registered under the Indian Partnership Act, 1932;
 - (c) Partnership Firm registered under the Limited Liability Partnership Act, 2008;
 - (d) Cooperative Society/Ex-servicemen Society registered under any Cooperative Societies Act (of any state in India) or under Multi State Cooperative Societies Act, 2002 (of any state in India) or under Mutually Aided Cooperative Societies Act (of any state in India);
 - (e) Proprietary Firm; or

- (f) Individual.
- (ii) The Bidder may be a single entity or a group of entities (the “**Consortium**”). However, no Bidder applying individually or as a member of a Consortium, as the case may be can be member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- (iii) The entities/partners (in case of partnership firm) which were removed/debarred/black listed by any Deptt. of Govt. of Jharkhand / any other State govt. / Central Govt. / NHAI/ Govt. PSUs based on the basis of their performance in toll collection or any other assignment or for any other reason including fraudulent and corrupt practices etc. are not eligible to submit their Bids.

2.5.2 Qualification criteria for eligible bidders.

2.5.2.1 Financial Capacity:

A Bidder shall have

- (i) a minimum Net Worth of 25% of the Annual Potential Collection (APC) at the close of the preceding financial year.
- (ii) positive net cash accruals during any two financial years out of the last three financial years, as indicated in Annexure II of Appendix I.

In case of Partnership firm/Proprietary firm, the net worth of the firm and not of the individual partners shall be considered. In case of Individuals, the capacity of the individual for the applicable financial year shall be considered on the basis of valuation certificate from registered valuer and certification of the same by Chartered Accountant.

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

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

2.5.2.2 In case a Bidder has already been awarded toll plaza(s) for collection of user fee by Govt. of Jharkhand, his net worth requirement shall be increased by 10% for each toll plaza awarded. For avoidance of doubt toll plaza awarded means, toll plaza for which the tolling operation is in process or LOA has been issued as on Bid Due Date.

2.6 Preparation and Submission of Bids.

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

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

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

- (i) Copy of demand draft of Rs. 20,000/- (Rupees Twenty Thousands Only) in favor of Executive Engineer, Road Division, Saraikela- Kharsawan, payable at Saraikela- Kharsawan towards cost of the Bid Documents.
- (ii) Copy of Bank Guarantee issued from a scheduled Bank of India amounting to Rs. 15.50 lacs (Rs Fifteen Lacs and Fifty Thousand only) in favor of Executive Engineer, Road Division, Saraikela- Kharsawan, payable at Saraikela- Kharsawan towards Bid Security.
- (iii) Deleted
- (iv) Certificate(s) from its statutory auditors/chartered accountant firm (duly enrolled with ICAI) specifying the net worth and cash accruals of the Bidders, in the format provided at Annex II of the Appendix I.
- (v) In case of individual, valuation certificate of the assets in the name of the individual duly certified by a registered valuers and certification of the same by the Chartered Accountants is required. The assets shall be valued at circle rate. In case circle rates are not available, the rates taken in any registration shall be considered and copy of such registrations are to be provided. Copy of the Registration Certificate of the valuer shall be enclosed.

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

- (vi) The Bidder shall attach copies of the balance sheets and financial statements for 3 (three) years on the basis of which Cash Accrual and Net Worth has been calculated. The financial statements shall:
 - (a) reflect the financial situation of the Bidder;
 - (b) be audited by a statutory auditor/C. A. firm (duly enrolled with ICAI);
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- (vii) Certified copy of latest income tax return duly acknowledged by the Income Tax Department.
- (viii) Certified copy of the certificate of enrolment of Chartered Accountants with ICAI.
- (ix) Certified copy of the registration certificate of the valuer.
- (x) Power of Attorney duly notarized favouring the authorised representative from all the partners in case of Partnership firm, Chief Executive/Secretary/Director in case of the Company/Society, as the case may be, showing the authority delegated to the representative to submit the Bid or participate in the Bidding Process and to sign the Contract, in case of their selection. In case of individual/ proprietary firm the copy of photo I card (voter I card/ driving licence/pass port etc) shall be submitted duly attested by a gazetted officer in support of his identity and to verify the

signature.

- (xi) Power of Attorney duly notarized favouring the authorised representative from lead member of the Consortium.
- (xii) Certified copy of solvency certificate issued for the value not less than the required Net Worth for the plaza after the date of Bid by any Scheduled Bank in India. The solvency certificate issued in the name of co-operative society/company/partnership firm/proprietary firm shall be taken into account and not the value mentioned in the solvency certificate issued to individual partners/members/directors. However, in case of individual the solvency certificate issued in the name of the individual shall be considered.

Or

Certified copy of solvency certificate issued by the District Magistrate or his authorised representative duly countersigned by the District Magistrate for the value not less than the required Net Worth for the plaza in favour of the company/partnership firm/society/proprietary firm/individual as the case may be, issued upto 2 years before the Bid submission date.

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

In any case, if there is any pending dispute between the Deptt. of Govt. of Jharkhand / any other State govt. / Central Govt. / NHAI/ Govt. PSUs and the eligible Bidder, details of the same shall be provided.

- (xiv) A statement in the form provided under Appendix I Annex IV 'Statement of User fee collection work in hand and for which Bid has been submitted'.
- (xv) * In case the Bidder is a partnership firm, attested copies of partnership deed with certificate of registration.
- (xvi) * In case of a cooperative society, an attested copy of Bye-laws and registration certificate.
- (xvii) * In case of a company, an attested copy of the Certificate of Incorporation and Certificate

of Commencement of Business (if applicable).

(xviii) Technical Bid in form annexed as Annex V of Appendix I.

(xix) Financial Bid (Price Bid) should be submitted online only in the prescribed format as provided on e portal. The same may be downloaded and after quoting the price, the entries are to be saved and then uploaded at the same link. No other form of submission will be accepted.

(xx) Letter comprising the Bid in the format provide in Appendix I.

(xxi) Copy of Joint Bidding Agreement (for Consortium).

*** Not required to be submitted if not applicable.**

Note:- The bid (Price Bid) should be submitted online only in the prescribed format. No other form of submission will be accepted.

2.8 Documents to be submitted in Original (in envelope) in addition to submission in electronic form (to be uploaded on e-portal)

(i) Power of Attorney duly notarized for signing the application as per the format at Appendix II.

(ii) If applicable, the Power of Attorney for Lead Member of Consortium as per the format at Appendix III.

(iii) Cost of RFP of Rs. 20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft in favour of Executive Engineer, Road Division, Saraikela- Kharsawan, Saraikela- Kharsawan, payable at Saraikela- Kharsawan.

(iv) Bank Guarantee issued from scheduled Bank in India amounting to Rs. 15.5 Lacs (Rs Fifteen Lacs and Fifty Thousand only) in favour of Executive Engineer, Road Division, Saraikela - Kharsawan, Saraikela- Kharsawan, payable at Saraikela-Kharsawan, towards Bid Security.

(v) Certificate(s) from its statutory auditors/chartered accountant firm (duly enrolled with ICAI) specifying the net worth and cash accruals of the Bidders, in the format provided at Annex II of the Appendix I.

(vi) Certificate(s) from its statutory auditors/chartered accountant firm (duly enrolled with ICAI) provided at Annex II of Appendix I specifying the net worth of the Bidders, as at the close of the preceding applicable financial year.

(vii) In case of individual, valuation certificate of the assets in the name of the individual duly certified by a registered valuers and certification of the same by the Chartered Accountants is required. The assets shall only be valued at circle rate. In case circle rates are not available, the rates taken in any registration shall be considered and copy of such registrations are to be provided. Copy of the Registration Certificate of the valuer.

The individual shall also give a declaration that all loans and liabilities have been considered for

calculation of the Net Worth.

- (x) Bid in form annexed as Annex V of Appendix I
- (xi) Letter comprising the Bid in the format provide in Appendix I

2.9 Modification Substitution/Withdrawal of Bids

- a) The Bidder may modify, substitute or withdraw its Bid after submission through e-tendering portal prior to Bid Due Date. If due to modification as mentioned above, any modification is carried out in the documents to be submitted in physical form as mentioned above, such modified documents also needs to be submitted to Authority before the Bid Due Date.
- b) No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due date.

2.10 Rejection of Bids

- 2.10.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 2.10.2 The Authority reserves the right not to proceed with Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.11 Clarifications during Bid Evaluation

- (i) To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) shall be in writing.
- (ii) If a Bidder does not provide clarifications sought under Sub-Clause (i) above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.
- (iii) No additional document shall be obtained / accepted from the Bidders after opening of the Technical Bids.

2.12 Amendment of RFP

- 2.12.1 At any time prior to the Bid Due Date, the Authority may for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.12.2 Any Addendum issued hereunder will be in writing and shall be hosted on e-portal.

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

2.13 Language of Bid

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

2.14 Bid Due Date

2.14.1 Bids should be submitted before **12:30 hours IST** on the Bid Due Date at the address provided in Clause 1.2.7 in the manner and form as detailed in this RFP.

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

2.15 Bid Validity

Bid shall remain valid for a period of 180 (One hundred and Eighty) days from and including the last date of submission of the Bid or for such extended period as is mutually agreed upon.

2.16 Late Bids

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

2.17 Bid Security

2.17.1 The Bidder shall furnish, as part of its Bid, a Bid security referred to in Clauses 2.1.5 and 2.1.6 in the form Bank Guarantee issued by a Scheduled Bank in India drawn in the favour of Executive Engineer, Road Division, Saraikela- Kharsawan, Saraikela- Kharsawan, payable at Saraikela- Kharsawan, The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.

2.17.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.

2.17.3 Save and except as provided in Clauses 1.2.2 above, the bid security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by the Authority, and in any case within 180 (One Hundred and Eighty) days from the Bid Due Date.

2.17.4 The Selected Bidder's Bid Security will be returned, without any interest, upon furnishing the Performance Security by the Bidder in accordance with the provisions of this RFP.

2.17.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter-alia in any of the events specified in Clause 2.17.6 herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to acknowledged and confirmed that the Authority will suffer loss and damage on account of withdraw of its Bid or for any other

default by the bidder during the period of Bid Validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.17.6 The Bid Security shall be forfeited and appropriated by the Authority as compensation and as damages payable to the Authority for inter-alia, time cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority here under, or otherwise, under the following circumstances:

- a) Deleted ;
- b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP
- c) If a Bidder withdraws its Bid during the period of Bid Validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- d) If the Bidder does not accept the correction of the Bid price, pursuant to Clause 3.1.4
- e) In the case of Selected Bidder, if it fails within the specified time limit
 - (i) to sign and return the duplicate copy of LOA; or
 - (ii) to furnish the Performance Security within the period of prescribed thereof in the RFP.

2.18 Performance Security

2.18.1 Within 15 (fifteen) days from the date of issuance of the LOA, the successful Bidder shall furnish to the authority Performance Security consisting of a bank guarantee as per the format prescribed in the Schedule VI of this RFP Document, from any Schedule Bank in India for Rs. [•] (an amount equal to Two (2) months agreed remittance), valid for a period of 26 (twenty Six) months from the Bid Due Date for due observance of the terms and conditions contained herein and the performance of its obligation as per the Contract to be entered into for 2 (Two) years.

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

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

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

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

The Authority will hand over Toll Plaza to the Contractor in the condition as existing on 7 days prior to Bid Due Date on 'as is where is basis'. The Contractor shall carry out upgradation/provide necessary facilities as required, to discharge his duties.

2.20 USER FEE RATES:

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

2.21 REMITTANCE OF AGREED AMOUNT:

The User Fee shall be collected by the successful Bidder and the agreed amount [refer Para H of preamble & clause 5 of the contract] shall be remitted to the Authority on weekly basis, latest by Tuesday of every week by way of demand draft drawn in favour of the Executive Engineer, Saraikela Road Division, Saraikela- Kharsawan....., payable at Saraikela- Kharsawan .

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids :

- 3.1.1 Opening of Bids will be done through online process. The Authority shall open online received bids at 12:30 hrs. on the Bid Due Date, in the presence of Bidders who chose to attend. The Authority will examine and evaluate the Bids in accordance with the provisions set out in the section 3.
- 3.1.2. To facilitate evaluation of bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
- 3.1.3 Bids having quote of Annual Remittance less than the amount of Annual Potential Collection (APC) computed by Authority and mentioned in Clause 1.1.1 herein will not be accepted.

3.1.4 Correction of Errors:

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

- a) Where there is any discrepancy between the amounts in figures and in words, the amount in words shall prevail.
- b) Where there is discrepancy between the total amount payable for a period and amount to be paid per week, the total amount for that period shall prevail.
- c) For calculating the weekly amount, the amount quoted for one year shall be divided by the number of days in a year (365 or 366 as the case may be) and multiplied by 7 and shall be rounded off to nearest one rupee.
- d) The amount stated in the Bid will be adjusted by the Authority in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected and the Bid Security will be forfeited.

3.2 Tests of responsiveness

- 3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:
- (a) it is received as per format at Appendix-I.
 - (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.2.
 - (c) it is accompanied by the Bid Security as specified in Clause 2.1.5.
 - (d) all the documents to be submitted in physical form on or before deadline prescribed, are submitted and match the documents submitted online.

- (e) it contains all the information (complete in all respects) as requested in this RFP;
- (f) it contains information in formats same as those specified in this RFP;
- (g) it does not contain any condition or qualification;
- (h) it is accompanied by all the documents required under this RFP;
- (i) it is accompanied by Solvency Certificate as per requirements of Annex V of Appendix I (Form of Technical Bid);
- (j) the authorized signatory holding Power of Attorney shall only be the Digital Signatory. In case authorized signatory holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non- responsive.
- (k) it is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Selection of Bidder

- 3.3.1 Subject to the provisions of Clause 2.10.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the highest Annual Remittance offered to the Authority, shall be declared as the selected Bidder (the “**Selected Bidder**”). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.
- 3.3.2 In the event that two or more Bidders quote the same amount of Annual Remittance, (the “**Tie Bidders**”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.3.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority may invite all the remaining Bidders to 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 Bidders.
- 3.3.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.3.3, the Authority may, in its discretion, annul bidding process and invite fresh Bids.
- 3.3.5 After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA 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 Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid

Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.

- 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 Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/representatives on matters related to the Bids under consideration.

3.5 Award of User Fee Collection Rights:

- 3.5.1 The Contract for User Fee collection rights will normally be for 2 (two) years. The Authority reserves the right to reduce the period of Contract without any compensation and in cases of early termination of Contract, the total amount payable by the Contractor to the Authority will be proportionately modified depending upon the period. The successful Bidder may be required to furnish such additional information as may be required by the Authority.
- 3.5.2 The Authority reserves the right to increase the contract period as mutually agreed period but limited to maximum 6 months.
- 3.5.3 The initial period of tolling contract shall be two years with same remittance (except the increase in remittance due to change in fee rates due to change in WPI).

3.6 Signing of Contract

After furnishing Performance Security to the Authority and within 15 (fifteen) days from the date of receipt of Performance Security, the successful Bidder shall sign the Contract in the form of Contract contained in the Bidding Documents. Within 28 (twenty eight) days of the date of signing the Contract or within such period as provided by the law applicable, whichever is shorter, the successful Bidder shall, if required, have the same engrossed, have the correct Stamp Duty adjudicated by the Inspector General of Registrations, Ranchi-and return the same duly signed and executed to the Authority, as per the terms of Contract, unless exempted by any law for the time in force. Successful Bidder's failure to sign the Contract within the period stipulated above shall result in forfeiture of the Performance Security.

4. FRAUD AND CORRUPT PRACTICES

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

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

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conferences of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6. MISCELLANEOUS

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ranchi shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.
- 6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (a) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Bidder; and/or
 - (d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.

Appendices

Letter Comprising the Bid

(Refer Clauses 2.1.3 and 2.7)

The Chief Engineer (Communication)
Road Construction Department
Govt. of Jharkhand, 1st Floor, Engineers Hostel No-2
Ranchi-834004
Ph. 0651-2400210, Fax: 0651- 2446002

Sub: BID for collection of User Fee through user fee collecting agency on the basis of competitive bidding at Kandra toll plaza (near Kandra Junction) located at km. 14+850 on km. 0+000 to km. 15+100 (Length 15+100) section of State Highway (SH-05) in the State of Jharkhand.

Dear Sir,

With reference to your RFP document dated *****, I/we, having examined the RFP document and understood its contents, hereby submit my/our Technical and Financial Bid for the aforesaid work. The Bid is unconditional and unqualified.

1. All information provided in the Bid and in Annexes I to V are true and correct and all documents accompanying such Bid are true copies of their respective originals.
2. This statement is made for the express purpose of winning the Bid on the basis of Highest Bidder (H-1).
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the eligibility conditions laid down in RFP.
4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/any of the partner(s)/member(s)/director(s) have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any Work or contract nor have had any contract terminated for breach on our part.
6. I/ We declare that:
 - a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.

- b) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to Bid for the Work[s], without incurring any liability to the Bidders, in accordance with any of the Clause of the RFP document.
 8. I/ We believe that I/we satisfy (ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit this Bid.
 9. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by regulatory authority which could cast a doubt on our ability to undertake the work or which relates to a grave offence that outrages the moral sense of the community.
 10. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by me or by any of my/our Associates / partner(s)/member(s)/director(s).
 11. I/ We further certify that no investigation by a regulatory authority is pending either against me/us or against my/our Associates / partners.
 12. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
 13. The Statement of Legal Capacity as per format provided at Annex-III in Appendix-I of the RFP document, and duly signed, is enclosed. The power of Attorney favouring the Authorised Representative from all the partners in case of Partnership Firm, Chief Executive/Secretary in case of the Society and from the Director duly authorised to execute such Power of Attorney, in case of the Company, as the case may be, showing the authority delegated to the representative to submit the bid or participate in the Bidding Process and to sign the Contract, in case of their selection as per format provided at Appendix II and III (wherever applicable) of the RFP, are also enclosed.
 14. I/ We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/Bidding Process itself, in respect of the above mentioned Work[s] and the terms and implementation thereof.
 15. I/ We agree and undertake to abide by all the terms and conditions of the

RFP Document.

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

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

Yours faithfully,

Date:

Place:

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

Name and seal of the Bidder

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary

Annex I
Details of Bidder

1. (a) Name:
(b) Address of the corporate headquarters and its branch office(s), if any, in India:
(c) Date of incorporation and/ or commencement of business
2. Brief description of the Partnership Firm/Society/ Company/ Proprietary firm/ individual including details of its main lines of business and proposed role and responsibilities in [this/ these Work(s)]:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company/Partnership Firm/Society:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

Annex - II
Financial Capacity of the Bidder

(Refer to Clause 2.7)

Bidder Type	Net Cash Accruals			Net Worth (Year -----) (Rs. in Crores)
	1 st Year 2011-12	2 nd Year 2012-13	3 rd Year 2013-14	

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

Annex-III
Statement of Legal Capacity

Ref. Date:

To,

Dear Sir,

We hereby confirm that I/ we satisfy the terms and conditions laid down in the RFP document.

We have agreed that (Insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the Authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorized Signatory
For and on behalf of

ANNEX-IV

(Reference Clause 2.7)

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

<i>Sr. No.</i>	<i>Name of section/chainage</i>	<i>Name of Plaza</i>	<i>Name of Govt of Jharkhand Authority</i>	<i>Date of award</i>

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

<i>Sr. No.</i>	<i>Name of section/chainage</i>	<i>Name of Plaza</i>	<i>Name of Govt of Jharkhand Authority</i>	<i>Status of award</i>

Annex-V
FORM OF TECHNICAL BID

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

From: Sr. No _____

Full Name: _____

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

Address: _____

- (i) E-mail _____
(ii) Telephone Number _____

To

The Chief Engineer (Communication)
Road Construction Department (RCD)
Govt. of Jharkhand
Engineer's Hostel no-2
HEC Campus, Dhurwa-834004
Ph: 0651-2400210, Fax: 0651- 2446002

Sub: Bid for appointment as Contractor for User Fee **Collection of user fee through user fee collecting agency on the basis of competitive bidding** for Kandra toll plaza (near Kandra Junction) located at km. 14+850 on km. 0+000 to km. 15+100 (Length 15+100) section of State Highway (SH-05) in the State of Jharkhand.

Sir,

Pursuant to the Notice inviting bids issued by the Road Construction Department (RCD), Govt. of Jharkhand, Ranchi (hereinafter referred to as "**the Authority**").

1. I / We hereby submit my / our bid for being appointed as your Contractor for a period of 2 (two) Years from the date of authorisation by the Authority for collection of User Fee for the said section of the State Highway.
2. I / We have thoroughly read and understood the terms and conditions of bid invitation for being appointed as Contractor of the Authority for the aforesaid purpose and the terms and conditions of the Contract and I / We hereby agree to duly abide by them.
3. I / We herewith enclose Bank Guarantee for an amount of Rs. 15.5 Lacs/ (Rupees Fifteen Lacs and Fifty Thousand only) payable at Saraikela- Kharsawan towards Bid Security as per Clause 1.2.5 of the RFP.
4. As per Clause 2.7. I / We hereby submit the following:
 - (i) Certified copy of latest Income Tax return duly acknowledged by Income Tax Department.

- (ii) A statement showing net worth of the entity, for not less than Rs. _____Crore (Rupees _____ only) during the applicable financial year, certified by a firm of Chartered Accountants.
- (iii) Certificate of enrolment of Chartered Accountants with ICAI.
- (iv) Certified copy of the registration certificate of the valuer.
- (v) Certified copy of solvency certificate issued after the date of bid Invitation Notice by any Scheduled Bank in India for not less than Rs15.50 lacs (Rupees Fifteen Lacs and Fifty Thousand only). The solvency certificate issued in the name of Co operative Society/ Company/ partnership firm/ proprietary firm shall be taken into account and not the value mentioned in the solvency certificate issued to individual Partners/Members/Directors. However, in case of individual the solvency certificate issued in the name of the individual shall be considered.

Or

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

- (vi) Affidavit from the bidder that the bidder is not involved in any litigation with the Deptt. of Govt. of Jharkhand / any other State govt. / Central Govt. / NHAI/ Govt. PSUs.
 - (a)* In case of partnership firm an affidavit from all the partners, that the bidder or its partners are not involved in any litigation with the Deptt. of Govt. of Jharkhand / any other State govt. / Central Govt. / NHAI/ Govt. PSUs.
 - (b)* In case of Company, a Board Resolution that that the bidder or any of its Directors are not involved in any litigation with the Deptt. of Govt. of Jharkhand / any other State govt. / Central Govt. / NHAI/ Govt. PSUs.
 - (c)* In case of a Co-operative Society, an affidavit from its member that the bidder or any of its members are not involved in any litigation with the Deptt. of Govt. of Jharkhand / any other State govt. / Central Govt. / NHAI/ Govt. PSUs.
 - (d)* in case of individual/ proprietary firm, affidavit from the individual, that the bidder is not involved in any litigation with the Deptt. of Govt. of Jharkhand / any other State govt. / Central Govt. / NHAI/ Govt. PSUs.

In any case, if there is any pending disputes with Deptt. of Govt. of Jharkhand / any other State govt. / Central Govt. / NHAI/ Govt. PSUs and the eligible bidder, details of the same shall be provided.

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

- (vii) In case of individual, valuation certificate of the assets in the name of the individual

duly certified by a registered valuers and certification of the same by the Chartered Accountants is required. The assets shall be valued at circle rate. In case circle rates are not available, the rates taken in any registration shall be considered and copy of such registrations are to be provided. Copy of the Registration Certificate of the valuer shall be enclosed. The individual shall also give a declaration that all loans and liabilities have been considered for calculation of the Net Worth.

- (viii) Power of Attorney favouring the authorised representative from all the partners/Chief Executive/Secretary in case of any Society/Company, as the case may be, showing the authority delegated to the representative to submit/participate in the bid/bidding and to sign the Contract, in case of appointment. In case of individual/ proprietary firm the copy of photo I card (voter I card/ driving licence/ pass port etc) shall be submitted duly attested by a gazetted officer in support of his identity and to verify the signature.
- (ix) A Bid security of Rs. _____ Lakhs (Rs. _____ only) in the form of an account Bank Guarantee issued by a Scheduled Bank in India drawn in the favour of Authority and payable at Saraikela- Kharsawan.
- (vii) An undertaking in the form provided under Appendix I Annex IV ‘Statement of User fee collection work – in – hand and for which bid has been submitted’.
- (xi)** In case the bidder is a Partnership Firm, attested copies of partnership deed with certificate of registration.
- (xii)** In case of a Cooperative Society, an attested copy of Bye-laws and Registration Certificate.
- (xiii)** In case of a Company, an attested copy of the Certificate of Incorporation and Certificate of commencement of Business (if applicable).
- (xiv) Copies of the balance sheets and financial statements for 3 (three) years on the basis of which Cash Accrual and Net Worth has been calculated. The financial statements shall:
 - (a) reflect the financial situation of the bidder;
 - (b) be audited by a statutory auditor/ C A Firm (duly enrolled with ICAI);
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited(no statements for partial periods shall be requested or accepted).

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

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

Yours faithfully,

Signature.

Name:

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

Date:

Designation:

Place:

Address:

Annex-VI
Affidavit (Litigation/Arbitration)

(Reference Clause – 2.7)

Litigation/Arbitration History

Name of Bidder:

--

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

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

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

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

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

Yes	No
-----	----

(b) If yes, give details

Not Applicable

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

Yes	No
-----	----

(b) If yes, give details

Not Applicable

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

Yes	No
-----	----

(b) If yes, give details

Not Applicable

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

Yes	No
-----	----

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

Not Applicable

5. Has the Applicant, or any of its Constituent Partners, been debarred by Deptt. of Govt. of Jharkhand / any other State govt. / Central Govt. / NHAI/ Govt. PSUs for as on the date of application?

Yes	No
-----	----

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

APPENDIX- II

Power of Attorney for signing of BID

(Refer Clause 2.8)

Know all men by these presents, We..... (name of the firm/company/society and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms (name), son/daughter/wife of.....and presently residing at....., who is presently employed with us as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our BID(s) for the ***** Work[s] proposed by the ***** (the “Authority”) including but not limited to signing and submission of all BIDs, and other documents and writings, participate in conferences/ meetings and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the(name of work) contract and undertakings consequent to acceptance of our bid[s], and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Work[s] and/ or upon award thereof to us and/or till the entering into of the contract with the Authority.

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

In witness whereof we,, the above named principal have executed this power of attorney on this day of.....,2

For (Signature)
(Name, Title and
Address)

Witnesses:

1. Accepted

2. Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

(Notarised) Person identified by me/ personally
appeared before me/ signed before me/ Attested/
Authenticated* (*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date: _____

Notes:

1. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

2. *Also, wherever required, the BIDDER should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the BIDDER.*

APPENDIX III

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.8)

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid(s) for thework(s) proposed by the(Authroity) including but not limited to signing and submission of all bid(s) and other documents and writings, participate in conferences/meetings and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the..... (Name of work) contract and undertakings consequent to acceptance of our bid(s), and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said work(s) and/ or upon award thereof to us and/or till the entering into the Contract with the Authority.

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

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2..... For

(Signature, name, designation and address) of person authorised by Board Resolution (in case of Firm/Company)/ Partner in case of Partnership Firm

Witnesses:

- 1.
 - 2.
- Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

(Notarised) Person identified by me/ personally
appeared before me/ signed before me/ Attested/
Authenticated* (*Notary to specify as applicable)
(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date: _____

Notes:

3. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
4. *Also, wherever required, the BIDDER should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the BIDDER.*

Appendix - IV

FORM OF CONTRACT

Preamble:--

(A) This Contract is made at....., on this the _____ day of _____ 2014 by and between the Road Construction Department (RCD), Govt. of Jharkhand Ranchi-834004 hereinafter referred to as **“the Authority”** (which expression shall, unless excluded by or repugnant to the context thereof, be deemed to mean and include its successors in office and administrators) of the **ONE PART**, represented by its
..... Executive Engineer, Road Division, Saraikela - Kharsawan_..... having its office atSaraikela- Kharsawan

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 Authorised 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 Labour (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 Authority 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 Authority is authorised under the Indian Tolls (Jharkhand Amendment), Act, 2002 (hereinafter referred to as “ the 2002 Act”) to collect User Fees on behalf of State Government for services or benefits rendered under Section 2 of the 2002 Act

- (F) **AND WHEREAS** the Authority is an Executing Agency under the provisions of the **Jharkhand Highways Fee (Determination of Rates and Collection) Rules, 2011** (hereinafter referred to as “**the User Fee Rules, 2011**”).

- (G) **AND WHEREAS** the Authority is empowered under the provisions of the 2002 Act to enter into contracts with any person for the purpose of collection of USER Fee under the said User

Fee Rules, 2011. The Authority is desirous of engaging the Contractor to collect User Fees only at **Kandra toll plaza (near Kandra Junction) located at km 14+850 on Km 0.000 to Km 15.100 (Adityapur-Kandra) section of State Highway 5 in the State of Jharkhand.**

- (H) **AND WHEREAS** the Authority invited bids from interested entrepreneurs for collection of USER Fee for the use of the said Section of State Highway for a period of two years User Fee. The Contractor is one of those bidders who submitted bid and quoted in its offer that, in lieu of transferring State Government’s User Fee collection rights for the said Section of the State Highway for aforementioned period, the Contractor shall remit the following amount to the Authority so as to be received by the Authority latest by **TUESDAY** of every week and if Tuesday happens to be a Govt. Holiday, then by **NEXT** working day as indicated below by way of a demand draft for the said section of State Highway. The remittance shall be as follows

SNo.	Period	Total Amount Payable by the Bidder to the Authority (Saraikela-Kharsawan Road Division) for the Period mentioned in the Column B	Amount to be paid per week
A	B	C	D
a)	(From DD/MM/YYYY 8.00 hrs to DD/MM/YYYY 8.00 hrs) (Two Years)	Rs. _____ /- (_____ in words)*	Rs. _____ /- (_____ in words)*

For calculating the weekly amount, the amount quoted for one year shall be divided by the number of days in a year (365 or 366 as the case may be) and multiplied by 7.

the week shall be counted from Monday to Sunday. In case the number of days in 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.

- i) **AND WHEREAS** the Authority **HAS AUTHORISED** Executive Engineer, Road Division..... to enter into this Contract with the Contractor,
- ii) And Whereas, the Authority has authorized the Executive Engineer, Road Division..... _____ (hereinafter referred to as “**the said** (to be authorized)”) to supervise and discharge of various functions to be performed by the Contractor under this Contract.
- (I) **AND WHEREAS** the Contractor has authorised Sh. / Smt. _____, S/o or D/o _____, who is _____ (/Partner/Director/Member) of the Contractor to enter into this Contract with the Authority. (*Enclose the proof of authorization clearly stating relation of the person authorized, with the Contractor*).
- (J) **AND WHEREAS** the parties are desirous of recording the terms and conditions on which the Contractor shall carry out the job of User Fees collection on behalf of the Authority.

Now therefore this contract witnesses in clauses as follows:

1. ENGAGEMENT OF CONTRACTOR:

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

2. PERIOD OF CONTRACT:

(i) "The Contract shall be for a period of two years beginning on [insert date] from _____ (8.00 hrs.) to _____(8.00 hrs.), (hereinafter referred to as " Two years")

OR

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

(ii) The period of contract shall be Two years. However, in case of urgency, the Authority reserves the right to increase the contract period mutually agreed upon but limited to 6 months.

III. the initial period of tolling contract shall be two years with same remittance (except the increase in remittance due to change in fee rates due to change in WPI).*

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 State Government vide Notification No. dated. for the use of the said Section of the State Highway 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 2 (two) % in a year), in the draft notification and the officially published notification, at the sole discretion of the Authority, entire Contract can be renegotiated as per mutual agreement, prior to commencement of collection of USER Fee and in the event of failure to arrive at an agreement on this issue, either party to this Contract will be at liberty to terminate this Contract by giving notice in writing as required under clause **35** of this Contract.

(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 Authority on such matter shall be final and binding.

(d) Deleted.

4. **COLLECTION ONLY AT PRESCRIBED RATE:**

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

5. **CHANGE IN THE RATE OF USER FEE:**

(a) The right of the State Government to modify, change or vary the rate of USER Fee to be levied or conditions for collection of USER Fee, or both is hereby reserved.

(b) Revised remittance on annual increase of user fee rate due to change in WPI, will be linked to percentage increase in the category of vehicles, yielding highest remittance. **(Percentage change in fee rate of Heavy construction Machinery or Multi Axle Vehicle (Three to six Axles) category shall be considered for revision in remittance in case of fee rate revision)**

(c) In case, any variation in the prescribed USER Fee rate for all or a particular category of the vehicles is effected, sought or permitted by the State Government, the amount payable by the Contractor to the Authority for the period from which such variation comes into force, shall be adjusted proportionately on the basis of USER Fee rates specified in Schedule I and vis-a-vis the new USER Fee rates as detailed hereunder.

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

- i) Total collection worked out considering the traffic during 6 calendar months immediately preceding the month from which the variation is effected or the actual period of collection, which ever is less, on the basis of existing rates.
- ii) Total collection worked out considering the same volume of traffic on the basis of the revised fee rates
- iii) Percentage change between (i) and (ii) would be applied to remittance immediately prior to such revision in fee rates to working out revised amount payable to the Authority.

Provided in case of introducing a new category of vehicles not subjected to levy of USER Fee earlier, an estimate of the traffic will be made on the basis of actual collection of current month for immediate purposes. At later stage the effect would be re-calculated on the basis of actual collection for six month or of the remaining tenure of the Contractor which ever is earlier. For this purpose the Contractor would submit a monthly collection statement to Authority for the effected period in the format suggested by Authority. For this purpose Authority would have full liberty to check by any means or method whether the collection

given is actual one.

Provided that, any modification, change or variation in the conditions for collection of USER Fee (including towards concession/rebate to the frequent short distance travellers by any scheme or for any specific purpose) shall, as far as possible, be effected by mutual discussions between the Contractor and the Authority with regard to the consequential adjustment in the amount payable by the Contractor to the Authority giving due regard to the procedure set out in Clause 5(c) above and in the event of failure to arrive at an agreement on this issue, either party to this Contract will be at liberty to terminate this Contract by giving notice in writing as required under clause 35 of this Contract.

6. COMMENCEMENT AND TERMINATION OF USER FEE COLLECTION:

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

Provided that the Contractor shall not commence collection if (i) a published copy of the USER Fee notification in the Official gazette is not made available by the Authority; and (ii) The Authority does not inform about the completion of the said section of the Highway or the said bridge for which the USER Fee is to be collected. The Authority can also change any date communicated earlier for 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 one year 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 Two Years (Refer to Clause 2) reckoned from date as communicated by the Authority for collection of USER FEE.
- (c) In no case, the Contractor shall have a right to demand continuance or extension of the contract period beyond the period of two years

7. EXEMPTION OF VEHICLES AND CONCESSION:

- (a) Type(s) of vehicles exempted as stated in the Schedule I appended to this Contract could be varied at any time either by the Authority or by the State Government of Jharkhand. 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 , in case of Fee notification as per the provisions of the Jharkhand Highways Fee (Determination of Rates and Collection) Rules, 2011, copy appended at Schedule - II. In case of any dispute about eligibility of any user about a particular concession or about the operating procedure, the decision of the Authority concerned or his authorized representative shall be final and binding.
- (d) If the Authority is satisfied that exemption or concession available to an otherwise eligible user for whatsoever reason, has been denied, the Contractor shall be liable to pay 100 (Hundred) times of the value of USER Fee charged from such eligible user as penalty within 7 days of the issue of a notice by the Executive Engineer, Road Division, Saraikela- Kharsawan ,. in this regard.

8. PLACE OF COLLECTION:

- (a) The Contractor shall collect User Fees only at Adityapur – Kandra toll plaza (near Kandra Junction) located at km. 14+850 for the section from km. 0+000 to km. 15+100. of State Highway No.5 in the State of Jharkhand where, permanent USER Fee Collection Booth(s) are put up by the Authority. Such booth(s)/plaza/plaza area cannot be used or allowed by the Contractor to be used by others for any other purpose; including for sale of any commodity or advertisement.

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 Authority in this regard shall be final and binding.
- (c) The Authority reserves the right to change the location of collection point including the right of addition, removal and merger of the number of USER Fee collection 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 State Highway 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 authority whatsoever, of any lateral entry to the said section of the Highway for which USER Fee is to be collected. The Contractor recognizes that all tollable traffic on the said section may not pass through the USER Fee collection booth or USER Fee plaza.

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

- (a) The Authority shall endeavour to hand over the USER Fee Plaza collection booths at Adityapur – Kandra toll plaza (near Kandra Junction) located at km. 14+850 for Km. 0+000 to km. 15+100, section of State National Highway No.5 in the State of Jharkhand at 8.00 hrs on signing the contract to the Contractor for the purpose of USER Fee collection on the said Section of the State Highway.
- (b) The Authority has the right to entrust the USER Fee plaza(s) earlier than the date mentioned in Clause (a) above, subject to fulfillment of other conditions of the Contract. In such an event, the Contractor's obligation to remit the agreed amount will begin from the date of such handing over itself, without any extension in the period of the Contract.
- (c) In case, the Authority fails to handover the User Fee Plazas on the date and time mentioned in Clause (a) above and hands over the same anytime after the date and time mentioned in clause (a), the Contractor is entitled 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 Authority as mentioned under column B (i.e. Period) & C (i.e. total amount payable by the contractor to the Authority) of the table mentioned earlier shall remain same and commence from the date and time of actual handing over the User Fee plaza.
- (e) The Contractor shall handover the User Fee Plaza(s) on 8.00 hrs of the following day on the completion of the period of Contract as per Clause 6 above.
- (f) In case, the Contractor fails to handover the User Fee Plaza on 8.00 hrs of the following day of the completion period of the Contract or in case of termination of the Contract on the last day and the time given in notice for termination to the Authority together with all the equipments, facilities and articles in good condition, the Contractor shall be liable to pay, to the authority a penalty equal to twice the average amount, arrived on the basis of quoted amount in the bid, for each day in addition to payment of proportionate User Fee at the Contract rate for the period of over stay. The Contractor shall also be liable to pay to the Authority such cost of infrastructural facilities, equipment and all other articles as are not in good condition or may be fixed by the Authority, Road Division, Saraikela- Kharsawan, of the Authority whose decision in the matter shall be final.

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

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

12. REQUIREMENT OF PERSONNEL FOR USER FEE COLLECTION:

For the purpose of discharging its obligations under this Contract, the Contractor shall deploy adequate number of personnel of prescribed qualification & experience and having undergone such training as may be relevant and considered necessary from time to time by the Authority to ensure efficient management of entire operations, including 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 Authority 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, well-behaved. and of qualification & experience prescribed in schedule- III
- (b) The Contractor shall furnish to the Authority a list, in addition to the list of key personnel, of persons deployed for the purpose of discharging its obligations under the Contract, containing all the details like their educational qualifications, experience, training undergone, good health, good character, personal residential addresses and recent photographs. The required details for key personals shall be submitted and that of other staff to the Executive Engineer, Road Division, Saraikela-Kharsawan, after signing of the contract in the format given in schedule- IV of this contract.
- (c) The uniform of the personnel deployed shall necessarily bear the name of the individual and the name of the Contractor. Navy blue Trouser and sky blue check shirt will be the uniform for collection staff for summer. In winter navy blue pullover, warm navy blue trouser and sky blue check shirt will be the uniform of collection staff. Shoes and socks should be Black. The shirt should bear the name of the agency and the employee displayed in embroidery in readable size.
- (d) The Authority reserves its right to object to the deployment of any personnel for any reason in which case, such person or persons being objected to by the Authority shall be removed by the Contractor forthwith and replaced within a day from such removal.

- (e) The personnel deployed by the Contractor shall not misconduct/misbehave with the members of public and shall observe strict discipline and decency in their behavior.
- (f) The Authority shall not be liable for any misconduct or misdeeds or any act or incident involving the Contractor or any of its personnel in any criminal or civil case the Contractor shall be responsible for consequences and if any such incident takes place, the Contractor shall forthwith intimate the said incident to the Authority.
- (g) The Contractor specifically agrees that the personnel deployed by it, will not in any way claim employment with the Authority. The Contractor shall be solely responsible for any dispute raised by the personnel deployed by him either during the term of the Contract or thereafter.
- (h) The frequent replacement of key personnel is not desirable unless they are found involved in malpractices or non compliances. However, if need be, the permission of replacement of key personnel/ other staff will be obtained from the Executive Engineer, Road Division, Saraikela- Kharsawan concerned in advance. The Executive Engineer , 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.
- (i) The Authority is in process of introducing new electronic technologies for USER Fee collection system by installing electronic equipments 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 authority in this regard.
- (j) **The engagement of at least 30% ex-servicemen (ESM) is mandatory. However, in case of non-availability of ex-servicemen, Authority's representative has power to relax the requirement considering overall capabilities and arrangements made by the agency for transparent and efficient toll collection at toll plaza**

14. INTER SE RELATIONS:

- (a) In all circumstances it is clearly understood by the parties that the personnel deployed by the Contractor shall have no connection whatsoever with the Authority and the relationship of master and servant or employer and employee shall be only between the Contractor and the personnel deployed by it.
- (b) However, if considered necessary, the Authority shall have every right to enquire and seek documentary evidence from the Contractor, whether all the statutory dues like ESI, EPF, Minimum Wages, Weekly offs, Bonus, Medical Leave, Workmen Compensation and any other entitlements for which the Contractor is liable to provide, are being paid or not or have been paid or not for a particular period.
- (c) In case of any breach by the Contractor in the payment of such statutory dues not necessarily pertaining to its personnel/employees, the Authority shall be entitled to

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

15. PROVISION OF INFRASTRUCTURE:

- (a) The minimum infrastructure to be provided (in case not provided by the Authority or the BOT (Annuity) Concessionaire) and maintained by the Contractors are as under;
 - (i) Computers and its peripherals,
 - (ii) Software for running the system if the contractor is not using Authorities's software. The software used by the Contractor shall be able to provide vehicle crossing details with number of vehicle, type of vehicle, date and time of crossing the plaza etc.
 - (iii) Generator/ Standby Generator for power if there is no electricity connection/ stand by requirement.
- (b) The Authority shall handover the Toll 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 upgradation/provide facilities as required, to discharge his duties.
- (c) The repair and maintenance of such facilities once provided by the Authority shall be the responsibility of the Contractor including but not limited to payment of electricity bill, fuel, consumables like electricity bulbs, water charges etc. all consumables shall be arranged by the Contractor at its own cost and at the time of taking over the facility by the Authority, if any liability/obligation(s) regarding repair and maintenance and consumables remains unfulfilled by the Contractor, same shall be adjusted by the Authority from Performance Security.
- (d) All expenses for printing receipts or passes to be issued to users shall be borne by the Contractor. The Contractor shall abide by the instruction of the Authority in the matter of its format or size or language.
- (e) An inventory (along with the condition and present book value) of infrastructural facility /equipment, and all other articles (properties of the Authority only) shall be prepared and duly signed by both the parties at the time of handing over or taking over of the User Fee Plaza(s). All rental article /equipments shall be returned immediately after handling over the plaza to the Contractor and no rent shall be paid thereafter.
- (f) The Contractor shall abide by all the instructions issued by the Authority from time to time. The Contractor also undertakes to abide by such instructions in order to make the process of User Fee collection simple, faster and hassle free by extending 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 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.

- (h) The repair of the road section at the Toll Plaza site will be the responsibility of the Authority.
- (i) In case of BOT (Annuity) stretches, whatever facilities and maintenance obligations fall within the mandate of the Concessionaire, same shall be provided by the Concessionaire, during the Concession period.

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 Authority the Contractor shall also arrange adequate Insurance cover at its own cost favouring the Authority, for all the properties handed over by the Authority for comprehensive risk.

17. PERFORMANCE SECURITY:

- (a) The successful Bidder shall furnish to the authority Performance Security consisting of a bank guarantee as per the format prescribed by Authority from any Scheduled Bank in India for Rs. 15.50 Lacs [Rs.. Fifteen Lacs and Fifty Thousand only] (an amount equal to Two (2) month(s) agreed remittance), valid for a period of 26 (Twenty Six) months from the Bid Due Date for due observance of the terms and conditions contained herein and the performance of its obligation as per the Contract to be entered into for 2 (two) Years.
- (b) The said Performance Security including the Bid Security, shall not bear any interest. Performance Security shall be refunded within 90 days after settlement of all the accounts by the Contractor and upon issuance of no due certificate by the Authority. No Dues Certificate shall be issued not later and within 7 days after settlement of accounts.
- (c) (i) The Authority shall also be competent to utilize the said Performance Security against any loss or damage caused to the property of the Authority by any act of omission and/or commission by the Contractor or its agents and servants or adjust it towards any claim of the Authority.
- (ii) The Contractor undertakes that, in case of any default on its part to perform and observe any of the covenants, conditions or provisions contained in this Contract, it shall be lawful for the Authority in its absolute discretion to forfeit the whole or any part of the said Performance Security, without prejudice to any other remedy that the Authority may have against the Contractor under this Contract or under general law for such breach.

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

18. PENALTY FOR CHARGING EXCESS USER FEE:

- (a) In case, it is observed and/or established to the satisfaction of the Authority that the fee collecting agency has charged User Fee in excess of the prescribed rate, the Authority 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 2 (two) 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 Authority 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 debaring from assigning any future work with Authority.

19. PENALTY FOR FAILURE TO PAY INSTALMENTS:

In case of delay in remittance of the agreed amount of the weekly installment due under this Contract to the Authority beyond the fixed day (as per clause 8, of SECTION – II), the Authority shall levy penalty @ 0.5% of the delayed amount per day for the delay beyond the due day without prejudice to the any other rights of the Authority under this Contract. Such right would, inter-alia, include unconditional right of the Authority to terminate the Contract forthwith, without assigning any reasons whatsoever and take over possession of the User Fee Plaza(s) for User Fee collection in any manner the Authority may deem fit. The penalty so levied shall be recovered from the performance guarantee which shall be replenished by the contractor within 10 days from the date of such recovery failing which the contract is liable to be terminated.

20. PENALTY FOR FAILURE TO COMPLY ANY OF THE OBLIGATIONS SPECIFIED IN CLAUSE 23 OF THE CONTRACT:

In case of non-compliance of any of the obligations specified in clause-23 (a) to (g), the Authority shall levy penalty @ Rs. 1,00,000 (Rupees One Lakh) per default per month without prejudice to the any other rights of the Authority under this Contract. The date of default will be the date of reporting to the contractor by the Authority concerned or his authorized representative. In addition to levy of penalty as above, more **than** three defaults in

a month under this clause may attract termination under clause 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 Authority concerned or his authorized representative to levy the penalty under this clause shall be final and binding. The penalty so levied shall be recovered from the performance guarantee which shall be replenished by the contractor within 10 days from the date of such recovery failing which the contract is liable to be terminated.

21. OPERATIONAL TRANSPARENCY:

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

22. AUTHORISED REPRESENTATIVE OF THE AUTHORITY:.

- (a) The Authority has designated , the Executive Engineer, Road Division, Saraikela-Kharsawan as **“the Authority’s representative”** to carry out all functions on its behalf under this Contract and may change the authorised representative from time to time.
- (b) The said Representative of the Authority shall have the overall authority 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 State Highway.
- (c) The Authority or any other officer of the Authority or any agency as authorized by the Authority or by the Authority, shall have right and authority to inspect and check the receipt books (used/unused/ counterfoils), registers and books of accounts maintained by the Contractor at any time without giving any notice.
- (d) The instructions given from time to time by the Authority or his authorised representative in this regard shall be complied with promptly by the Contractor.
- (e) The Contractor shall keep records of all the complaints received and replied directly or otherwise by it and forward a copy on fortnightly basis to the Authority.

23. OBLIGATIONS OF THE CONTRACTOR:

- (a) The Contractor undertakes the responsibility of the complete job of User Fee collection, maintenance of all records, maintenance of User Fee collection account, maintenance of vehicle type wise Traffic Data on shift to shift basis, maintaining the cleanliness of User Fee plazas/User Fee collection booths and surrounding area etc. and any other duty as may be assigned by the Authority 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

Authority from time to time on operational matters and further agrees not to raise any dispute against the same including any additional cost that the Contractor may be required to bear to comply with such instructions.

- (d) During the contract Period, the contractor shall furnish to the Authority, within 7 (seven) days of completion of each month, a statement of User Fee substantially in the form set forth in Schedule- V (the “Monthly User Fee Statement”). Proper record is to be maintained at the plaza for the purpose of providing such information. **The Contractor shall also submit such information sought by the Authority in such format, as may be prescribed by the Authority from time to time.**
- (e) The Contractor shall, prior to the close of each day, send to the Authority, by facsimile or e-mail, a report stating accidents and unusual occurrences on the Road Section within 500 meters on either side of the plaza relating to the safety and security of the Users and Road Section. A weekly and monthly summary of such reports shall also be sent within three days of the enclosing of each week and month, as the case may be. For the purposes of this Clause 23 (e) accidents and unusual occurrences on the Road Section shall include:
 - (i) death or injury to any person;
 - (ii) damaged or dislodged fixed equipment;
 - (iii) any obstruction on the Road Section, which results in slow down of the services being provided by the Contractor;
 - (iv) disablement of any equipment during operation;
 - (v) communication failure affecting the operation of Road Section smoke or fire;
 - (vi) flooding of Road Section; and
 - (vii) such other relevant information as may be required by the Authority.
- (f) The Contractor also agrees to unconditionally abide by such other direction of the Authority issued by the authorised representative on all operational matters under the provisions of this contract.
- (g) The contractor also agree to abide by the requirement of clause 12 & clause 13 specifically on deployment of the personnel for the purpose of this Contract.

24. RIGHT OF INSPECTION:

- (a) The Authority reserves the right to conduct checks including surprise checks at any time, to check/observe/witness the activities of the Contractor including the User Fee collection Plaza(s) and to monitor or to ensure that any or all the activities including User Fee collection enunciated by this Contract are being carried out properly by the personnel deployed by the Contractor.
- (b) The Authority may exercise any check/control to ensure discharge of various obligations by the Contractor under the Contract including but not limited to following:
 - i) Correctness of the User Fee charges recovered from users, as prescribed
 - ii) Issue of proper Receipts to all Vehicles;
 - ii) Maintenance of proper registers including those relating to collection of User Fee from different type of vehicles;

- iii) **Weekly** remittance of amount due from the Contractor by the prescribed **day**;
- iv) Checking of data in electronic/soft form;
- v) Maintain User Fee Plaza(s) and its appurtenances by the Contractor at his cost and ensure that they are in good running condition;
- vi) Arrangement for lighting and water are in order;
- vii) 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
- viii) Any other check or control as considered appropriate by the Authority including through its authorised 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 authority or any State/Central Government for a period not exceeding 15 days in continuation; or (ii) where the road users opt to access/ travel through the existing alternate free User Fee (toll) roads due to deteriorated road conditions/ maintenance of road section. This may result into bypassing of User Fee Plaza/ User Fee Collection Booths and use of any part of the said Section of the State Highway 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 recognised 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 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.
- (iv) Expropriation, acquisition, confiscation or nationalisation of the User Fee collection
- (v) Any change in law which has a material adverse effect on the obligation of the parties hereto.
- (vi) Any decision or order of a court or tribunal, which has a material adverse effect on the performance of obligations of the parties to this Contract.
- (vii) Suspension of traffic on the said section of State Highway/said bridge or any part thereof, exceeding 15 (fifteen) days at a stretch.

(viii) Any event or circumstances of a nature analogous to the foregoing.

Either party to this Contract shall be entitled to suspend or excuse performance of his obligations, including remittance of installments by the Contractor to the Authority for the period of continuance of the Force Majeure event, under this Contract to the extent that such performance is impeded by an event of Force Majeure prevailing continuously for more than 7 (seven) days at a time.

(c) **PROCEDURE FOR FORCE MAJEURE:**

(i) NOTICE:

- (1) If a party claims relief on account of a Force Majeure event, then the Party claiming to be affected by the Force Majeure event shall, as soon as reasonably practicable and in any event within 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 minimise 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 60 days from the date of commencement of such Force Majeure event, the parties shall decide through mutual consultation, either the terms upon which to continue the performance of this Contract or to terminate this Contract by mutual consent. If the parties are unable to agree on such terms or to terminate the Contract by mutual consent within 90 days from the date of commencement of such Force Majeure event, either Party may issue a Notice to terminate this Contract.

(iv) The Authority is authorised specifically to settle claims for force majeure events.

26. MATTERS NON-ARBITRABLE:

Any disputes or differences between the parties in regard to the matters covered under Clauses 3, 7, 8, 10, 14, 18 and 19 shall be referred to the Authority's Representative, the Executive Engineer, Road Division, Saraikela- Kharsawan_ - whose decision shall be final.

27. DISPUTE RESOLUTION:

(a) All disputes and/or difference except those which are mentioned in the matters under Clause 26 above arising between the parties out of this Contract shall be settled under and in accordance with the following

Any dispute between the parties shall be submitted by the aggrieved party to the Engineer-in-Chief, RCD, GoJ, who will, after hearing both parties and perusing such documents as he may consider necessary, declare his findings and appropriate course of action.

The time for conveying decision by Engineer-in-Chief shall be within 30 days of referral.

Appeal or Review

The aggrieved party within 30 days of receipt of decision by the Engineer-in-Chief, RCD, GoJ may appeal to the Secretary, RCD, GoJ for decision. The decision of the Secretary, RCD, GoJ shall be final and binding on all the parties to the Contract.

The proceedings shall be held in English language and shall be held at Ranchi.

(b) Pending resolution of any dispute pursuant to the aforesaid proceeding under all circumstances the Contractor shall continue to remit the agreed installments of money to the Authority as prescribed in this Contract including when the dispute is about the amount to be remitted.

28. 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.

29. BREACH:

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

30. 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.

31. ASSIGNMENT:

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

32. DEATH/WINDING UP:

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

33. ABANDONMENT:

In the event of abandonment of the User Fee collection by the Contractor, due to his fault or due to bankruptcy or default or for any other reason, the Authority shall be entitled to take over the User Fee Plaza(s), and terminate this Contract and to continue the User Fee collection in the manner it deems fit. Further, the Authority, in such a situation, shall forfeit the performance security furnished by the Contractor to adjust any dues or claims or damages without prejudice to its other rights.

34. INDEMNITY:

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

35. TERMINATION:

- (1) The Authority shall be entitled to terminate this Contract once the decision is taken to transfer the road section to any other Collection Agency (reference clause 2 of the contract) at any time after giving notice to the Contractor as under in writing and in that event, the Contractor shall not be entitled to any claim, or any compensation whatsoever on account of such termination.
- (2) The Authority shall be entitled to terminate this Contract at any time without assigning any reason(s) after giving notice to the Contractor as under in writing and in that event, the Contractor shall not be entitled to any claim, or any compensation whatsoever on account of such termination.
 - (i) By giving fourteen (14) days prior notice in writing,
- (3) Notwithstanding anything contained in clause (1) above, the Authority may terminate the Contract forthwith for breach or non-observance of any of the terms and conditions of this Contract or for any misconduct on the part of Contractor or his employee/staff/personnel or for overcharging of User Fee from a user, or for harassment of any user.
- (4) The Authority shall be entitled to terminate this Contract for any type of non-compliances under provisions of this contract if not rectified within a given time frame.

36. DECISION OF AUTHORITY: FINAL AND BINDING

Except where otherwise provided or specified in this Contract and subject also to such powers as may be delegated by the State Government to any of the specific official of the Authority from time to time, any decision of the Authority for the time being on all questions and matters whatsoever arising out of or in relation to or in connection with this Contract or as to the interpretation of any of its conditions whether during the subsistence of this Contract or at any time thereafter, shall be final and binding on the parties to this Contract.

37. 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.

38. STAMPING AND ENGROSSING:

Within 28 (twenty eight) days from the date of signing this Contract or within such period as provided by the law applicable whichever is shorter, the Contractor, if required, shall have the Contract engrossed, have the correct Stamp Duty adjudicated by the Inspector General of Registrations, Ranchi and return the same duly signed and executed to the Authority. It would be the sole responsibility of the Contractor to comply with the applicable laws in this regard and the Contractor's failure to do so may result into termination of the Contract by the Authority, forfeiture of the performance security, without prejudice to any or other rights of

the Authority. It shall be noted that the contract shall be signed at Ranchi

39. 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 authorised representatives have set their hands and seal on the day, month and year first above mentioned.

For and on behalf of

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

For and on behalf of

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

In the presence of

1. Signature:
Name:
Address:

2. Signature:
Name:
Address:

In the presence of

1. Signature:
Name:
Address:

2. Signature:
Name:
Address:

** Contractor must affix its seal.*

SCHEDULE – I

NOTIFICATION NO. SO. ----- (E) Dated.....
PUBLISHED IN OFFICIAL GAZETTE

Fee Rates applicable are as below;

SN.	Type of Vehicles	Fee rate for vehicle for one way trip (in rupees)	Fee rate for vehicles for return trip in a day (in rupees)	Fee rate for vehicles for monthly pass valid for 50 journeys in a month. (in rupees)	
(1)	(2)	(3)	(4)	(5)	
1.	Car, Jeep, Van or Light Motor Vehicle	15	20	490	
2.	Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	25	35	795	
3.	Bus or Truck	50	75	1665	
4.	Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or multi Axle Vehicle (MAV) (three to six axles)	80	120	2610	
5.	Oversized Vehicles (seven or more axles)	95	145	3180	

1. The rate of monthly pass for local non – commercial vehicles will be Rs 225.

SCHEDULE – II

**Jharkhand Highways Fee (Determination of Rates & Collection)
Rules, 2011**

Including List of Exempted Vehicles

Schedule- III

[Reference clause 12 &13 of Appendix - IV]

Key Personnel

SN.	Designation on at Plaza	No. per Lane	No per shift (for all lanes)	Nos. deployed per plaza (for all shifts)	Essential Qualification
1	Plaza Manager			1	BE/ B.Tech. in IT/Computer Science/ Electronics & Communication/ Electronics or MCA from any Govt. recognized university. MBA as additional qualification is desirable. Minimum 2 years post qualification experience in any commercial organization of repute.
2	Security Officer			1	Graduate in any discipline with minimum 10 years post qualification experience in relevant field in any Govt. or private organization of repute or retired defense personnel of rank equivalent to Capt. or above. The officer can be from paramilitary forces also of the rank of Dy. SP and above.
3	Account Officer			1	Graduate in any discipline with minimum 10 years post qualification experience in relevant field or CA/ICWA/SAS with minimum 5 years post experience in any Govt. or private organization of repute.
Other Staff					
1	Shift In Charge		1	3	Graduate in any discipline and a diploma in computing from a recognized institute 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 ins any Govt. or private organization of repute.

SN.	Designation on at Plaza	No. per Lane	No per shift (for all lanes)	Nos. deployed per plaza (for all shifts)	Essential Qualification
3	Toll Collector	1	8 (in case of 8 lane plaza)	24*+6 (2 reliever per shift) = 30	12th pass from any recognized board in India or retired defense personnel with operational knowledge of computer.
4	Toll Attendant	1	8 (in case of 8 lane plaza)	24*+6 (2 reliever per shift) = 30	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	Channelize		2+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 in India with knowledge of the relevant field.
9	Safaiwala		1	3	Experience in the relevant field.
10	Mali			1	Experience in the relevant field.
11	Peon		1	3	8th standard pass
12	Total			109	

* The above requirement of staff is for 4 + 4 lane plaza. The bidder shall confirm the actual number of lanes and requirement of other staff from the concerned the Executive Engineer, Road Division, Saraikela- Kharsawan.

Schedule- IV

[Reference Clause 13 (b) of Appendix IV]

FORMAT FOR DETAILS OF PERSONNEL TO BE DEPLOYED AT Kandra Junction Toll Plaza located at km 14+850 for the section from km 0+000 to km 15+100 (Adityapur-Kandra) of State Highway 5 in the State of Jharkhand.

(To be submitted after signing of the contract to the Executive Engineer, Road Division, Saraikela- Kharsawan in case of Key personnels and to 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 signature
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	Toll Collector					
10	Toll 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									
4	Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or multi Axle Vehicle (MAV) (three to six axles)									
	Oversized Vehicles (Seven or more Axles)									

Schedule-V

**[Reference clause 23 (d) of Appendix - IV] MONTHLY USER FEE COLLECTION STATEMENT-
PART-B**

MONTHLY VEHICLES 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	Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or multi Axle Vehicle (MAV) (three to six axles)		Oversize d Vehicles (Seven Or More Axles)	Total

MONTHLY VEHICLES PASSING REPORT							
FOR THE MONTH OF							
Type of Vehicles as per notification	Car, Jeep, Van Or Light Motor Vehicle	Light Commercial Vehicle, Light Goods Vehicle Or Mini Bus	Truck/ Bus	Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or multi Axle Vehicle (MAV) (three to six axles)		Oversized Vehicles (Seven Or More Axles)	Total
All type of single Entry							
Multiple entry							
Re-usage of Multiple Entry ticket							
Re-usage of Multiple Entry ticket							
Re-usage of Monthly Passes							
Exempted etc.							
Grand Total							

(Format of Bank Guarantee)

(Reference Clause – 2.18.1)

Format for Bank Guarantee for Performance Security

BANK GUARANTEE FOR PERFORMANCE SECURITY

To

The Executive Engineer
Road Construction Department
Road Division, Saraikela- Kharsawan,
Jharkhand

In consideration of “Road Construction Department (RCD), Govt. of Jharkhand” (hereinafter referred as the “Client”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s Having its office at (Hereinafter referred to as the “Contractor” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Client’s Letter of Acceptance No..... dated and the same having been unequivocally accepted by the Contractor, resulting in a Contract valued at Rs...../- (Rupees) excluding Service Tax for “.....” (Hereinafter called the “Contract”), and the Contractor having agreed to furnish a Bank Guarantee to the Client as “Performance Security as stipulated by the Client in the said contract for performance of the above Contract amounting to Rs...../- (Rupees).

We,having registered office at and branch at

a body registered/constituted under the (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand, without any deductions, set-off or counterclaim whatsoever, any or, all money payable by the Contractor to the extent of Rs..... (Rupees.....) as aforesaid at any time up towithout any demur, reservation, contest, recourse, cavil, arguments or protest and/or without any reference to or enquiry from the Contractor and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Contractor or any dispute pending before any Court, Tribunal , Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for

performance of the contract by the Contractor. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Contractor any other course or remedy or security

available to the Client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

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

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

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

Notwithstanding anything contained herein,

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

(Signature of the Authorised
official)

(Name & Designation with Bank
Stamp)

NOTE:

- (i) The bank guarantee(s) contains the name, designation and code number of the officer(s) signing the guarantee(s)

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

Schedule 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 [•] toll plaza (near [•])located at km. [•] on km. [•] to km. [•] ([•])section of State Highway [•] in the State of [•] (hereinafter referred to as the said section of the State Highway).

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

Dear Sir,

Your Bid quoting an Annual 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. [•] [•] toll plaza (near [•]) for the section from km. [•] to km. [•] [•] of State Highway No. [•] in the state of [•] (hereinafter referred to as the said section of the State Highway) has been accepted by the competent authority of the RCD on the terms and conditions of Contract forming part of the Bidding Documents.

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

The Bid Security shall be forfeited by the Authority, in case you fail within the specified period to furnish the required Performance Security. You shall also be required to sign the contract within 21 (twenty one) days from the date of receipt of the Performance Security and on failure to do so, the entire Performance Security including Bid Security and bank guarantee shall be liable to be forfeited and invoked. In the event of your failure to submit the Performance Security, the Letter of Acceptance for award of contract in your favour shall automatically be terminated without further notice. In such a case, your engagement shall forthwith automatically stand terminated and thereupon, without prejudice to any other rights and remedies of the Authority, the Authority shall be entitled to appoint another Contractor at your risk as to costs and consequences.

Please convey your unconditional acceptance by signing on the original of this letter as per Clause (3.3.1) and submit the required Performance Security within the specified period so that the Contract could be signed within the specified period.

Thanking you,

Yours faithfully

For Road Construction Department

(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.**

Format of Financial Bid (Ref. Clause 2.1.3)
Road Construction Department
Govt. of Jharkhand

Name of Project	COLLECTION OF USER FEE THROUGH FEE COLLECTING AGENCY ON THE BASIS OF COMPETITIVE BIDDING THROUGH ON E-TENDER BASIS ONLY AT KANDRA JUNCTION TOLL PLAZA AT KM 14+850 IN THE ADITYAPUR- KANDRA SECTION (0.000 TO 15.100) STATE HIGHWAY NO 5 IN THE STATE OF JHARKHAND		
FINANCIAL BID			
Having examined the bidding documents and understood its contents, I/ We offer to pay the Authority, the following sums as and by way of offer as your Contractor for collection of User Fee on the said Section of State 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 Authority for the period mentioned in Column-B	
A	B	C	D
1	Two years	Rs...../-* Per Year	(Rs. in words)* Per Year
<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 one year shall be divided by the number of days in a year (365 or 366 as the case may be) 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 quoted for one year shall be divided by 12.</p> <p>The amount quoted 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>			

Note: The person / authorized signatory signing the above Financial Bid in electronic form on behalf of the bidder shall be same as the one signing the bid. In case a different person signs the bid, the bid shall be declared non-responsive.

Appendix – VI

Format for Bank Guarantee for Bid Security

BID SECURITY (BANK GUARANTEE)

To,

The Executive Engineer

Road Construction Department

Road Division, Saraikela- Kharsawan

Jharkhand

WHEREAS, _____ [name of Bidder] (hereinafter called “the Bidder”) has submitted his Bid dated _____ [date] for the -----

-----[name of Contractor hereinafter called “the Bidder”].

KNOW ALL PEOPLE by these presents that we [name of Bank] of _____ [name of country] having our registered office at _____

(hereinafter called “the Bidder”) are bound upto -----
----- (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof including its successors, administrators and assigns) for the sum of _____ * for which payment well and truly to be made to the said Client the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 2014

THE CONDITIONS of this obligation are:

- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP
- b) If a Bidder withdraws its Bid during the period of Bid Validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- c) If the Bidder does not accept the correction of the Bid price, pursuant to Clause 3.1.4
- d) In the case of Selected Bidder, if it fails within the specified time limit
 - (i) to sign and return the duplicate copy of LOA; or
 - (ii) to furnish the Performance Security within the period of prescribed thereof in the RFP.

We undertake to pay to the Client up to the above amount upon receipt of his first written demand, without the Client having to substantiate his demand, provided that in his demand the Client will note that

the amount claimed by him is to due to him owing to the occurrence of one or nay of the aforementioned conditions, specifying the occurred condition or conditions.

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

Date _____

Signature _____

Witness _____

Seal _____

[Signature, name and address]

* The bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown is para 2.1.5 of ITB.

** 45 days beyond Bid Validity. Bid Validity is for 6 months from Bid Due Date. Date should be inserted by the Client before the Bidding documents are issued.

ADDENDUM

To

Instructions to Bidders (ITB)

A. Detailed instructions & documents to be furnished for online bidding

1. Guidelines for online submission of bids can be downloaded from the website <http://jharkhandtenders.gov.in>
2. Interested bidders can download the bid from the website <http://jharkhandtenders.gov.in>
3. Bidders in order to participate in the bidding process have to get 'Digital Signature Certificate (DSC) as per Information Technology Act-2000 to participate in online bidding. This certificate will be required for digitally signing the bid. Bidders can get the above mentioned digital signature certificate from any approved vendors (CCA). Bidders, who already possess valid Digital Certificates, need not procure new Digital Certificate.
4. Bidders have to submit their bids online in electronic format with digital Signature. Bids without digital signature will not be accepted.
5. Bids will be opened online as per time schedule mentioned in the Notice Inviting Tender (NIT)
6. Bidders should be ready with the scanned copies of cost of documents & bid security as specified in the tender document. Before submission of bids online, bidders must ensure that scanned copies of all the necessary documents have been attached with bid.
7. Bidders have to produce original Demand Draft/ Bank Guarantee towards tender fee & bid security respectively as mentioned in the Notice Inviting Tender (NIT) to the Nodal Officer, e- Procurement Cell during the period & time as mentioned in the NIT failing which bid will not be accepted. The details of cost of documents, bid security specified in the tender documents should be the same as submitted online (scanned copies), otherwise bid will summarily be rejected.
8. Uploaded documents of successful bidder will be verified with the original before signing the agreement. The successful bidder has to provide the originals to the concerned authority.
9. The department will not be responsible for any delay in online submission due to any reason what so ever. No claim shall be entertained on account of disruption of internet services being used by the bidder. Bidders are advised to upload their bids well in advance to avoid last minute technical snags.
10. All required information for bid must be filled and submitted online.
11. Other details can be seen in the bidding documents.
12. Only online withdrawal or modification of bids, if any, in pursuance of relevant clauses of the RFP is acceptable.

B. Details of documents to be furnished for online bidding

1. Scanned copies of the documents as in clause 2.7 of 'Instructions to Bidders' (ITB) to be up-loaded in .pdf format on the website <http://jharkhandtenders.gov.in> in technical bid folder.
2. Scanned copies of the following documents to be up-loaded on the website <http://jharkhandtenders.gov.in> in financial bid folder.
 - i. Form of bid has specified in Appendix V as in Clause 2.7 of ITB in pdf format.
3. Uploaded documents of successful bidder will be verified with the original before signing the agreement. The successful bidder has to provide the originals to the concerned authority on receipt of such a letter, which will be sent though registered post or speed post or delivered by hand.
5. Each uploading shall be digitally signed by the bidders.
7. Corrigendum/ Addendum/ Corrections, if any, will be published only in the website <http://jharkhandtenders.gov.in>

Chief Engineer (Communication)
Road Construction Department
Govt. of Jharkhand

ROAD CONSTRUCTION DEPARTMENT

NOTIFICATION

15th April, 2011

No-RCD-6-(Misc) 143/2010-2160(S)--In exercise of the powers conferred by section 2 of The Indian Tolls (Jharkhand Amendment) Act 2002, the Government of Jharkhand hereby makes the following rules for collection of fee for use of sections of State highways (SH), Major District Roads (MDRs), Other District Roads (ODRs), bridges, Interchanges, Flyovers, ROB/RUBs, bypasses and tunnels, namely :-

1. Short title and commencement. -

- (1) These rules may be called the Jharkhand Highways Fee (Determination of Rates and Collection) Rules, 2011.
- (2) They shall come into force on the date of their publication in the Official Gazette.
- (3) They shall not apply to agreements and contracts executed and bids invited prior to the publication of these rules, unless specifically provided for otherwise.

2. Definitions. -

- (1) In these rules, unless the context otherwise requires.-
 - (a) "Act" means the The Indian Tolls (Jharkhand Amendment) Act, 2002;
 - (b) "base year" means the period from 1st April 2007 to 31st March 2008;
 - (c) "bypass" means a section of the State highway, MDR, ODR bypassing a town or city;
 - (d) "concessionaire" means a person or firm and includes successors, assignees and permitted substitutes with whom an agreement has been entered into under section 2A of the Act;
 - (e) "elevated highway" means any section of State highway, MDR, ODR raised above ground level through support of piers or columns;
 - (f) "executing authority" means an officer or authority subordinate to the Government notified by the state Government under section 2 of the The Indian Tolls (Jharkhand Amendment) Act, 2002;
 - (g) "expressway" means a state highway having a divided carriageway suitable for high speed traffic and with full or partial control of access;
 - (h) "financial year" means the year commencing on the 1st day of April of a year and ending on 31st day of March of the succeeding year;
 - (i) "gross vehicle weight" in respect of any vehicle means the total weight of the vehicle and load certified and registered by the

registering authority as permissible for that vehicle under the Motor Vehicles Act, 1988 (59 of 1988);

- (j) **"lane"** means a lane forming part of the main carriageway and having a minimum width of three meters and fifty centimeters;
- (k) **"mechanical vehicle"** means any vehicle driven under its own power including a motor vehicle as defined under the Motor Vehicles Act, 1988;
- (l) **"notification"** means a notification published in the Official Gazette;
- (m) **"private investment project"** means a project relating to section of State highway, MDR, ODR bridge, Interchange, Flyover, ROB/RUB, bypass or tunnel, as the case may be, for which an agreement is entered into with a concessionaire;
- (n) **"public funded project"** means a project which is not a private investment project, as defined in clause (m) above and includes a private investment project in respect of which the agreement has expired;
- (o) **"toll plaza"** means any building, structure or booth made for collection of fee.
- (p) **"WPI"** means the wholesale price index as published by Ministry of Commerce & Industry, Government of India or any Index published in substitution thereof by the Government of India.
- (q) **"Government"** means the Government of Jharkhand
- (r) **"user fee"** means collection of prescribed fee from any person of various categories of mechanical vehicles for the use of State highway, Major District Road, Other District Road bridge, Interchange, Flyover, ROB/RUB, bypass and tunnel. The user fee is also termed as fee/ Toll / Toll fee.

3. Levy of fee. -

- (1) The Government may by notification, levy fee for use of any section of State highway, MDR, ODR bridge, Interchange, Flyover, ROB/RUB, bypass or tunnel forming part of the State highway, MDR, ODR as the case may be, in accordance with the provisions of these rules;

Provided that the Government may, by notification, exempt any section of State highway, MDR, ODR, bridge, Interchange, Flyover,

ROB/RUB, bypass or tunnel constructed through a public funded project from levy of such fee or part thereof, and subject to such conditions as may be specified in that notification.

(2) The collection of fee levied under sub-rule (1) of rule 3, shall commence within forty five days from the date of completion of the section of State highway, MDR, ODR, bridge, Interchange, Flyover, ROB/RUB, bypass or tunnel as the case may be, constructed through a public funded project.

(3) In case of private investment project, the collection of fee levied under sub-rule (1) shall be made in accordance with the terms of the agreement entered into by the concessionaire under Section 2A of the Indian Tolls (Jharkhand Amendment) Act, 2002.

(4) No fee shall be levied for the use of the section of State highway, MDR, ODR, bridge, Interchange, Flyover, ROB/RUB, bypass or tunnel, as the case may be, by two wheelers, three wheelers, tractors and animal drawn vehicles;

Provided that three wheelers, tractors and animal-drawn vehicles shall not be allowed to use the section of State highway, MDR, ODR, bridge, Interchange, Flyover, ROB/RUB, bypass or tunnel, as the case may be, where a service road or alternative road is available in lieu of the said State highway, MDR, ODR, bridge, Interchange, Flyover, ROB/RUB, bypass or tunnel;

Provided further that where service road or alternative road is available and the owner, driver or the person in charge of a two wheeler is making use of the section of State highway, MDR, ODR, bridge, Interchange, Flyover, ROB/RUB, bypass or tunnel, as the case may be, he or she shall be charged fifty percent, of the fee levied on a car.

Explanation 1. - For the purposes of this rule,-

- (a) "alternative road" means such other road, the carriageway of which is more than 5.5 meters wide and the length of which does not exceed the corresponding length of such section of State highway, MDR, ODR by twenty percent, thereof;
- (a) "service road" means a road running parallel to a section of the State highway, MDR, ODR which provides access to the land adjoining such section of the State highway, MDR, ODR.

- (5) The fee notified by the Government under these rules shall be rounded off and levied in multiple of the nearest Rupees five.

4. Base rate of fee.-

- (1) The rate of fee for use of the section of State highway, MDR, ODR, bridge, Interchange, Flyover, ROB/RUB, bypass or tunnel constructed through public funded project or private investment project shall be identical.
- (2) The rate of fee for use of a section of State highway, MDR, ODR of four or more lanes shall, for the base year 2007-08, be the product of the length of such section multiplied by the following rates, namely :-

Type of Vehicle	Base rate of fee per km. (in Rupees)
Car, Jeep, Van or Light Motor Vehicle	0.65
Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	1.05
Bus or Truck	2.20
Heavy Construction Machinery (HCM) or Earth Moving Equipment (EME) or Multi Axle Vehicle (MAV) (three to six axles)	3.45
Oversized Vehicles (seven or more axles)	4.20

Explanation – For the purposes of this rule,-

- a) “car” or “jeep” or “van” or “light motor vehicle” means any mechanical vehicle the gross vehicle weight of which does not exceed seven thousand five hundred kilograms or the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988 does not exceed twelve excluding the driver;

- b) "light commercial vehicle" or "light goods vehicle" or "mini bus" means any mechanical vehicle with a gross vehicle weight exceeding seven thousand five hundred kilograms but less than twelve thousand kilograms or the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988, exceeds twelve bus does not exceed thirty two excluding the driver;
- c) "truck" or "bus" means any mechanical vehicle with a gross vehicle weight exceeding twelve thousand kilograms but less than twenty thousand kilograms or the registered passenger carrying capability as specified in the certificate of registration issued under the Motor Vehicles Act, 1988, exceeds thirty two, excluding the driver;
- d) "heavy construction machinery" or "earth moving equipment" or "multi axle vehicle" means heavy construction machinery or earth moving equipment or mechanical vehicle including a multi axle vehicle with three to six axles or vehicle with a gross vehicle weight exceeding twenty thousand kilograms but less than sixty thousand kilogram ; and
- e) "oversized vehicle" means any mechanical vehicle having seven or more axles or vehicle with a gross vehicle weight exceeding sixty thousand kilograms.
- (3) The rate of fee for use of a section of State highway, MDR, ODR , having two lanes and on which the average investment for up gradation has exceeded rupees two and a half crore per kilometre , shall be sixty percent, of the rate of fee specified under sub-rule (2) of rule 4.
- (4) The rate of fee for use of bridge, Interchange, Flyover, ROB/RUB, or tunnel constructed shall, for the base year 2007-08, be as follows :-

Base rate of fee (Rupees per vehicle per trip)					
Cost of bridge, Interchange, Flyover, ROB/RUB, or tunnel (Rupees in crore)	Car, Jeep, Van or Light Motor Vehicle	Light Commercial Vehicle, Light Goods Vehicle or Mini Bus	Truck or Bus	HCM, EME or MAV	Oversized Vehicle
up to fifteen crore	5	7.50	15	22	30
For every additional Rupees five crore or part thereof, exceeding Rupees fifteen crore and up to Rupees one hundred crore.	1	1.50	3	4.50	6
For every additional Rupees five crore or part thereof, exceeding Rupees one hundred crore and upto Rupees two hundred crore.	0.75	1.15	2.25	3.40	4.50
For every additional Rupees five crore or part thereof, exceeding Rupees two hundred crore.	0.50	0.75	1.50	2.25	3

Provided that while computing fee for the section of State highway, MDR, ODR on which bridge, Interchange, Flyover, ROB/RUB, or tunnel costing Rupees ten crore or more is situated, the length of such bridge, Interchange, Flyover, ROB/RUB, or tunnel shall be excluded from the length of such section of State highway, MDR, ODR and fee shall be levied at the rates specified for such State highway, MDR, bridge, Interchange, Flyover, ROB/RUB, and tunnel;

Provided further that where the cost of such bridge, Interchange, Flyover, ROB/RUB, or tunnel, as the case may be, is less than Rupees ten crore, and the said bridge, Interchange, Flyover, ROB/RUB, and tunnel form part of the section of State highway, MDR, ODR, then instead of above rate of fee, the rate of fee specified under sub-rule (2) of rule 4 shall be applicable for such State highway, MDR, ODR, bridge, Interchange, Flyover, ROB/RUB, and tunnel;

(5) The rate of fee for use of bypass forming part of a section of state highway, MDR, ODR constructed with the cost of Rs. 10 crore or more, shall be one and a half times the rate of fee specified in sub-rule (2):-

Provided that while computing the fee for a section of a state highway, MDR, ODR of which such bypass forms a part, the length of such bypass shall be excluded from the length of such section of state highway, MDR, ODR.

Provided further that where the cost of such bypass is less than rupees 10 crore, then the rate of fee for the use of said bypass shall be the same as that of the section of the state highway, MDR, ODR of which it forms a part.

Explanation :- For the purpose of this sub-rule,-

(a) the cost for private investment project, shall be the cost as assessed by the executing authority prior to invitation of bids from the concessionaire ;

(b) the cost for public funded project shall be the cost as assessed by the executing authority six months prior to completion thereof.

5. **Annual revision of rate of fee.** – (1) The rates specified under rule 4 shall be increased without compounding, by three percent each year with effect from the 1st day of April, 2008 and such increased rate shall be deemed to be the base rate for the subsequent years.

(2) The base rates shall be revised annually with effect from April 1 each year to reflect the increase in wholesale price index between the week ending on January 6, 2007 (i.e. 208.7) and the wholesale price index for the month of December of the year in which such revision is undertaken but such revision shall be forty per cent of the increase in wholesale price index.

(3) The formula for determining the applicable rate of fee shall be as follows:-

$$\text{Applicable rate of fee} = \text{base rate} + \text{base rate} \times \left\{ \frac{\text{WPI A} - \text{WPI B}}{\text{WPI B}} \right\} \times 0.4$$

Explanation: - for the purposes of this sub-rule –

- (a) applicable rate of fee shall be the rate payable by the user;
- (b) base rate shall be the rate specified in rule 4 read with sub-rule (1) of rule 5;
- (C) WPI A means the wholesale price index for the month of December of the immediately preceding year the date of revision under these rules; and
- (d) WPI B means the wholesale price index of the week ending on 6th January, 2007 i.e. 208.7.

Illustration :

If the revision is to be made for the year 2008-09 by applying the wholesale price index for the month of December, 2007 (i.e 216.4), then the rate for car, jeep or van will be 0.6794 as computed below:-

$$\text{Applicable rate of fee} = 0.6695 + 0.6695 \times \left(\frac{216.4 - 208.7}{208.7} \right) \times 0.4 = 0.6794$$

- (4) Annual revision of rate of fee under this rule shall be effective from first of April every year.

6. Collection of fee. –

- (1) Fee levied under these rules shall be collected by the Government or the executing authority or an agent so appointed by the Authority or the concessionaire, as the case may be, at the toll plaza.
- (2) Every driver, owner or person in charge of a mechanical vehicle shall for the use of the section of State highway, MDR, ODR, bridge, Interchange, Flyover, ROB/RUB, bypass and tunnel, pay the fee specified under these rules.
- (3) The fee collected under these rules shall be paid either in cash or through smart card or on board unit (transponder) or any other like device :

Provided that no additional charges shall be realised for making the payment of fee by use of a smart card or on board unit (transponder) or any other such device.

- (4) Any driver, owner or person in charge of a mechanical vehicle who opts for the installation of on board unit (transponder) or any other such device for payment of fee shall deposit a refundable security equivalent to the cost of the equipment with the Government, the executing authority or the concessionaire, as the case may be, for such installation and no interest shall accrue on such security deposit.
- (5) The person receiving such fee under sub-rule (2) of rule 6, shall issue to the driver, owner or person in charge of mechanical vehicle a receipt, specifying therein the date and time of such receipt of fee, total amount received, and the class of vehicle for which the fee has been received :

Provided that where the fee is paid through smart card or on board unit (transponder) or any other such device, a receipt shall be issued on demand only.

- (6) The fee shall be collected in perpetuity by the Government or the executing authority, as the case may be, and for a specified period in accordance with the terms of the agreement entered into by the concessionaire.
- (7) In respect of public funded projects the fee levied under these rules shall be collected by the Government, or the executing authority, as the case may be, through its own officials or through an agent so appointed by .

7. Remittance and appropriation of fee. - (1) In case of public funded projects, the fee collected under the provisions of these rules by every executing authority or an agent shall be remitted to Government.

Provided that the Government may by notification allow any or all executing authorities to appropriate the whole or any part of the fee for such purposes and subject to such conditions as may be specified in the said notification.

Provided further that in case of private investment projects, the fee collected under the provisions of these rules shall be appropriated by the concessionaire in accordance with the provisions of and for the performance of its obligations under the agreement entered into by such concessionaire.

(2) Every executing authority shall remit to the Government, the amount of fee collected over and above the amount permitted to be appropriated by the executing authority under sub-rule (1) of rule 7, within ninety days from the date of the closing of the financial year along with an annual return showing the amount collected and the expenditure incurred on collection of fee, including the administrative and management expenses.

(3) The Government shall by notification determine the administrative and management expenses which may be allowed to be deducted and retained by the executing authority.

8. Location of toll plaza. – (1) The executing authority or the concessionaire, as the case may be, shall establish a toll plaza beyond a distance of ten kilometres from a municipal or local town area limits:

Provided that the executing authority may, for reasons to be recorded in writing, locate or allow the concessionaire to locate a toll plaza within a distance of ten kilometres of such municipal or local town area limits, but in no case within five kilometres of such municipal or local town area limits:

Provided further that where a section of the State highway, MDR, ODR, bridge, Interchange, Flyover, ROB/RUB, bypass or tunnel, as the case may be, is constructed within the municipal or town area limits or within five kilometres from such limits, primarily for use of the residents of such municipal or town area, the toll plaza may be established within the municipal or town area limits or within a distance of five kilometres from such limits.

(2) Any other toll plaza on the same section of State highway, MDR, ODR, and in the same direction shall not be established within a distance of forty kilometres:

Provided that where the executing authority deems necessary, it may for reasons to be recorded in writing, establish or allow the concessionaire to establish another toll plaza within a distance of forty kilometres:

Provided further that a toll plaza may be established within a distance of forty kilometres from another toll plaza if such toll plaza is for collection of fee for bridges, Interchange, Flyover, ROB/RUB, bypass or tunnel.

9. Discounts.– (1) The executing authority or the concessionaire, as the case may be, shall upon request provide a pass for multiple journeys to cross a toll plaza within the specified period at the rates specified in sub-rule (2) of rule 9.

(2) A driver, owner or person in charge of a mechanical vehicle who makes use of the section of State highway, MDR, ODR, bridge, Interchange, Flyover, ROB/RUB, bypass or tunnel, may opt for such pass and he or she shall have to pay the fee in accordance with the following rates, namely :-

Amount payable	Maximum number of one way journeys allowed	Period of validity
One and half times of the fee for one way journey	Two	Twenty four hours from the time of payment
Two-third of amount of the fee payable for fifty single journeys.	Fifty	One month from date of payment.

(3) A person who owns a mechanical vehicle registered for non-commercial purposes and uses it as such for commuting on a section of State highway, MDR, ODR, bridge, Interchange, Flyover, ROB/RUB, bypass or tunnel, may obtain a pass, on payment of fee at the base rate for the year 2007-2008 of Rupees one hundred and fifty per calendar month and revised annually in accordance with rule 5, authorising it to cross the toll plaza specified in such pass;

Provided that such pass shall be issued only if such driver, owner or person in charge of such mechanical vehicle resides within a distance of twenty kilometres from the toll plaza specified by such person and the use of such section of State highway, MDR, ODR, bridge, Interchange, Flyover, ROB/RUB, bypass or tunnel, as the case may be, does not extend beyond the toll plaza next to the specified toll plaza.

Provided further that no such pass shall be issued if a service road or alternative road is available for use by such driver, owner or person in charge of a mechanical vehicle.

(4) No pass shall be issued or fee collected from a driver, owner or person in charge of a mechanical vehicle that uses part of the section of a State highway, MDR, ODR and does not cross a toll plaza.

10. **Rate of fee for overloading.** – (1) Without prejudice to the liability of the driver, owner or a person in charge of a mechanical vehicle under any law for the time being in force, a mechanical vehicle which is loaded in excess of the permissible load specified for its category under sub-rule (2) of rule 4, shall be bound to pay fee at such rate which is applicable for the next higher category of mechanical vehicles;

Provided that the payment of such fee for overloading shall not entitle a driver or owner or a person in charge of a mechanical vehicle to make use of such State highway, MDR, ODR and his or her vehicle shall be prevented from using the State highway, MDR, ODR or crossing the toll plaza until the excess load has been removed from such mechanical vehicle.

(2) The weight of a mechanical vehicle, as recorded at a weighbridge installed at the toll plaza, shall be the basis for levying the fee for overloading under this rule;

Provided that where no weighbridge has been installed at the toll plaza, no fee for overloading shall be levied and collected under this rule and the driver, owner or person incharge of the mechanical vehicle shall be liable to pay fee applicable for such vehicle only.

11. **Exemption from payment of fee.** – (1) No fee shall be levied and collected from a mechanical vehicle, -

(a) transporting and accompanying-

- (i) the President of India;
- (ii) the Vice-President of India;
- (iii) the Prime-Minister of India;
- (iv) the Governor of a State
- (v) the Chief Justice of India;
- (vi) the Speaker of the House of the People;
- (vii) the Cabinet Minister of the Union;
- (viii) the Chief Minister of a State;
- (ix) the Judge of the Supreme Court;
- (x) the Minister of State of the Union;
- (xi) the Lieutenant Governor of a Union Territory;
- (xii) the Chief of Staff holding the rank of full General or equivalent rank;
- (xiii) the Speaker of the Legislative Assembly of the State;

- (xiv) the Chief Justice of High Court;
 - (xv) the Judge of High Court;
 - (xvi) the Member of Parliament from the state;
 - (xvii) the Army Commander or Vice Chief of Army Staff and equivalent in other services;
 - (xviii) the Chief Secretary to Government of Jharkhand;
 - (xix) the Secretary to Government of India;
 - (xx) the Secretary, Council of States;
 - (xxi) the Secretary, House of the People;
 - (xxii) the Foreign dignitaries on State visit;
 - (xxiii) the Member of Legislative Assembly of Jharkhand, if he or she produces his or her identity card issued by the Legislature of the State;
 - (xxiv) the awardee of Param Vir Chakra, Ashok Chakra, Maha Vir Chakra, Kirti Chakra, Vir Chakra and Shaurya Chakra, if such awardee produces his or her photo identity card duly authenticated by the appropriate or competent authority for such award;
- (b) used for official purposes by,-
- (i) the Ministry of Defence including those which are eligible for exemption in accordance with the provisions of the Indian Toll (Army and Air Force) Act, 1901 and rules made there under, as extended to Navy also;
 - (ii) the Central and State armed forces in uniform including para military forces and police;
 - (iii) Commissioner of a Division or a District Magistrate or an executive Magistrate;
 - (iv) the fire-fighting department or organisation;
 - (v) the State Highways Authority, Executing Agency or any other organisation or person using such vehicle for inspection, survey, construction or operation and maintenance thereof; and
 - (vi) Secretary to Government of Jharkhand & equivalent officials
 - (vii) Government vehicles on government duty
- (c) Vehicles used as ambulance; and
- (d) Vehicles used as funeral van.

12. Display of Information. – (1) The executing authority or the concessionaire as the case may be, shall publish a notice specifying the amount of fee to be charged from the mechanical vehicle, in at least one Newspaper each, in English and Hindi, having a wide circulation in such area.

(2) The executing authority shall prominently display in Hindi and English one thousand meters ahead of the toll plaza and in English and local language five hundred meters ahead of the toll plaza.-

- (i) the amount of fee payable for each class of vehicles and the discounts available under rule 9;
- (ii) the categories of vehicles exempted from payment of fee; and
- (iii) the name, address and telephone or contact number of the executing authority or the concessionaire, as the case may be.

(3) The height of the display boards, their quality and size of lettering shall be clearly visible and legible to the users.

13. Unauthorised collection.-(1) An officer authorised by the Government or by the executing authority, as the case may be, may assess the excess fee collected, if any, by the executing authority or the concessionaire, as the case may be, and recover the same from such authority or the concessionaire, along with an additional sum equal to twenty five percent of the excess fee collected;

Provided that no recovery of such excess fee shall be made unless an opportunity of hearing has been given to the executing authority or concessionaire, as the case may be.

(2) Any driver, owner or person Incharge of a mechanical vehicle aggrieved by unauthorised collection of fee, may lodge a complaint with the officer authorised by the Government or the executing authority, as the case may be, in this behalf, who shall after hearing the parties pass an order on such complaint for refund of excess payment and damages for the inconvenience suffered by such user within thirty days.

14. Failure to pay fee.-(1) If any driver, owner or person in charge of a mechanical vehicle does not pay or refuses to pay the fee for use of State highway, MDR, ODR , bridge, Interchange, Flyover, ROB/RUB, bypass or tunnel, his or her vehicle shall not be allowed to use such section of State highway, MDR, ODR , bridge, Interchange, Flyover, ROB/RUB, bypass or tunnel and in case such vehicle obstructs the normal flow of traffic, the

executing authority or the concessionaire, as the case may be, may get such obstructing vehicle removed from the State highway, MDR, ODR, bridge, Interchange, Flyover, ROB/RUB, bypass or tunnel, as the case may be.

(2) Where the driver or the person in charge of a mechanical vehicle refuses or fails to pay the fee levied under these rules, the same shall be recovered from the registered owner of the mechanical vehicle.

(3) Where the Government, executing authority or the concessionaire, as the case may be, has reason to believe that a mechanical vehicle is plying on a section of the State highway, MDR, ODR, bridge, Interchange, Flyover, ROB/RUB, bypass or tunnel without payment of fee due, it may stop such vehicle for the purpose of verifying the payment thereof and collect the fee due from such vehicle.

In case of non payment of any such toll on demand, it shall also be lawful for the Executing Authority or an agent or the Concessionaire may seize any of the carriage or animals on which it is chargeable, or any part of their burden of sufficient value to defray the toll; and if any toll remains undischarged for twenty four hours with the cost arising from such seizure, the case shall be brought before the Executing Authority or an agent or the Concessionaire appointed to superintend the collection of the said toll, who may sell the property seized for discharge of the toll, and all expenses occasioned by such non payment, seizure and sale, and cause any balance that may remain to be returned, on demand, to the owner of the property and the said Executing Authority or agent or the Concessionaire, on receipt of the property, shall forthwith issue a notice that, at noon of the next day exclusive of Sunday, or any closed holiday, he will sell the property by auction:

Release of seized property on tender of dues.

Provided that, if at any time before the sale has actually begun, the person whose property has been seized shall tender the amount of all the expenses incurred, and of double the toll payable by him, the said Executing Authority or agent or the Concessionaire shall forthwith release the property seized.

15. **Power of Government to verify records.**- As officer duly authorised by the Government or the executing authority, as the case may be shall have the power to verify the collection of fee, and inspect any document, records, other information, receipts or reports of the executing authority or the concessionaire, as the case may be.

16. **Collection of fee in respect of Private investment Project.**- (1) The fee levied under the provisions of sub-rule (3) of rule 3 shall be collected by the concessionaire till its agreement is in force.

(2) On and from the date of expiry of the agreement specified under sub-rule (3) of rule 3, the fee levied shall be collected by the Government or the executing authority, as the case may be.

17. **Bar for installation of additional barrier.**- No barrier shall be installed at any place, other than at the toll plaza, except with the prior permission in writing of the Government or the executing authority, as the case may be, who after being satisfied that there is evasion of fee, may allow on such terms and conditions as it may impose, the installation of such additional barrier by the Government, the executing authority or the concessionaire, as the case may be, within ten kilometres from the toll plaza, to check the evasion of fee;

Provided that the Government or the executing authority, as the case may be, may, at any time, for reasons to be recorded in writing, withdraw such permission.

Provided further that where the Government or the executing authority, as the case may be, do not allow installation of an additional barrier by the concessionaire, the reasons for such refusal shall be communicated to such concessionaire within a reasonable period.

18. **Power to relax :-**When the Government is of the opinion that it is necessary or expedient to do so, it may, for reasons to be recorded in writing, relax any of the provisions of these rules.

19. **Power to remove difficulties:-** If any difficulty arises in giving effect to the provisions of the said rules, State Government, may by notification in the gazette, make such order not inconsistent with the provisions of the said rule as may appear to it to be necessary or expedient for the removal of the difficulty.

20. **Interpretation :-** If any question arises relating to the interpretation of these rules, it shall be referred to the Government.

By the Order of the Governor of Jharkhand,

N. N. Sinha,
Secretary,
Road Construction Department,
Government of Jharkhand.