

APPENDIX I
Letter Comprising Bid
(Refer Clause 4.3.2)

Dated:

To,

Mr. A M Prasad, General Manager (T)
National Highways & Infrastructure Development Corporation Limited
(NHIDCL)
3rd Floor, PTI Building, 4-Parliament Street, New Delhi - 110 001
Phone: 011 - 2346 1629
E-mail: anand.prasad@gov.in

Sub: Application for qualification for selection as a contractor for work of user fee collection at Toll Plaza at KM 7+050 of NH-37 A for Kaliabhomora bridge no 10/1 over river Brahmaputra in the state of Assam

Dear Sir,

1. With reference to your RFP dated 08.07.2015, we, having examined the bidding document and understood its contents, hereby submit our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.
2. We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for selection as a contractor for work of user fee collection at Toll Plaza at KM 7+050 of NH-37 A for Kaliabhomora bridge no 10/1 over river Brahmaputra in the state of Assam
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Qualification statement.
5. I/We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we/ any Members of consortium have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/We declare that:
 - (a) We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
 - (b) We do not have any conflict of interest in accordance with Clauses 2.1.1(ii) of the RFP document; and
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in clause 12 of the RFP document, 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
 - (d) We hereby certify that we have taken steps to ensure that in conformity with the provisions of clause 12 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 3.4 of the RFP document.

9. We believe that we/ our Consortium/ proposed Consortium satisfy (ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are qualified to submit a Bid.

10. We declare that we/ any Member of the Consortium are not a Member of a/ any other Consortium applying for qualification.

11. We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our CEO or any of our directors/ managers/ employees.

14. 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.

15. 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 for signing of application and the power of attorney for Lead Member of Consortium, as per format provided at Appendix II and III respectively of the RFP, are also enclosed.

16. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. We agree and undertake to abide by all the terms and conditions of the RFP document.
18. We certify that in terms of the RFP, **our Net worth is Rs. (Rs. in words).**
19. We agree and undertake to be jointly and severally liable for all the obligations of the Contract.

In witness thereof, we submit this application under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized Signatory)

Place: Name and seal of the Applicant/ Lead Member

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

ANNEX-I

Details of Applicant

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

ANNEX-II

Financial Capacity of the Applicant

(Refer to Clauses 2.1.3 (a) (i) & (ii) of the RFP)

(In Rs. crore)

Bidder type	Net Cash accruals			Net Worth (Year.....) (In Rs Crores)
	1st year	2nd year	3rd year	
*				

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

Annex-II(B) For individuals
(To be on the Letter Head of the Chartered Accountant)
Chartered Accountant's (CA) Certificate

Based on the information and other authenticated documents provided by _____(Name of the Bidder), we confirm that his/her Net Worth as on March 31st 20xx as per is Rs. _____ Crore
(Rupees in words), which has been calculated as per following methodology:

Particulars	Rs. (in Crore)
(A) Assets valued at 21st March 20xx	
Immovable property as per circle rate (As per valuer's certificate enclosed)	Xxx
Capital in proprietary firm (as per Balance Sheet enclosed)	xxx
Capital in Partnership firm (as per Balance sheet and Schedule containing the breakup of Partner's capital (enclosed).	
Investment in Proprietary/Partnership firm in any other form other than capital (as per Balance Sheet and Schedule reflecting the same)	xxx
Investment in unquoted shares of a company valued at Book value of shares (as per Audited Balance Sheet enclosed)	xxx
Investment in quoted shares of a company as per Stock Exchange rates as on 31.03.20xx (as per statement as on 31.03.20xx issued by Stock Broker of the Bidder)	xxx
Cash at Bank (supported by the Self Certified Bank Statements)	xxx
Jewellery as per MCX Rate as on 31.03.20xx (as per valuer's certificate enclosed)	xxx
Other Assets (to be specified category and should be supported by the Self Certified documents)	xxx
Total Assets (A)	xxx
(B) Loans & Liabilities as on 31st March 20xx	
Loans and Liabilities	xxx
Other Liabilities (to be specified categorically)	xxx
Total Liabilities (B)	xxx
Net Worth (A-B)	xxx

We further certified that all loans and liabilities pertain to the Bidder as on 31.03.20xx have been considered in the above calculation.

For _____(Name of the firm of CA)
Chartered Accountants
Firm Registration Number
(Signature, Name, Designation and
Membership Number of CA)
Date:
Place:

Statement of Legal Capacity
(Not applicable case of individual)

(To be forwarded on the letterhead of the Applicant/ Lead Member of Consortium)

Ref. Date:

To,

The General Manager (P)
National Highways & Infrastructure Development Corporation Limited (NHIDCL),
House No. 1, Panipath, Ambikagiri Nagar, Zoo Road, Guwahati-24.
E mail : gmghynhidcl@gmail.com
Website: <http://www.nhidcl.com>

Dear Sir,

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

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

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

(Ref Clause.....)

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

S.No.	Name of section/chainage	Name of Plaza	State	Date of award

Statement of User Fee collection work – bid(s) submitted with the Authority

S.No.	Name of section/chainage	Name of Plaza	State	Status of award

Affidavit on Litigation/Arbitration History
(on Non-judicial Stamp Paper of value of Rs.100)
(Ref. Clause.....)

Name of Bidder

--

The Applicant should provide information on any history of litigation or arbitration resulting from the contracts executed in the last five years or currently under execution.

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.

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

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

Yes	No
-----	----

(b) If yes, give details

--

2.(a) Has the Applicant or any of its Constituent Partners or Directors been debarred/expelled by NHAI, during the last 5 years as on the date of application, on the basis of their performance in user fee collection or any other assignment or for any other reason including fraudulent and corrupt practices, etc?

Yes	No
-----	----

(b) If yes, give details including period of debarment:

--

3.(a) Has the Applicant or any of its Constituent Partners or Directors failed to perform on any contract, during the last 5 years as on the date of application, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award or has been expelled from any work or contract or have had any contract terminated for breach on their part or abandoned any contract work or has been declared bankrupt?

Yes	No
-----	----

(b) If yes, give details

--

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

Power of Attorney for signing of Application

Know all men by these presents, We..... (name of the firm/company/society and address of the registered office) do herewith irrevocably constitute, nominate, appoint and authorize Mr/Ms (name).....son/daughter/wife ofand presently residing of..... who is presently employed with us and holding the position ofas 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 Application for prequalification and submission of our bid/e-quotation for the work of User Free Collection at Toll Plazas of the “Authority” including but not limited to signing and submission of all applications, 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 and undertakings consequent to our prequalification and 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 application/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 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 thisday of2016.

For
.....

(Signature, Name, Designation and Address)

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

Dated _____

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

Format for Power of Attorney for Lead Member of Consortium

(Refer Clause)

Whereas the National Highways & Infrastructure Development Corporation Limited (NHIDCL) (“the Authority”) has invited applications from interested parties for the **work of user fee collection at Toll Plaza at KM 7+050 of NH-37 A for Kaliabhomora bridge no 10/1 over river Brahmaputra in the state of Assam** (the “Project”).

Whereas,,, and (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of “Request for Proposal (RFP)” and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid/e-quotation for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s having our registered office at, M/s. having our registered office at, M/s. having our registered office at, and having our registered office at, (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S

having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”).

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2....

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

For
(Signature)

Witnesses:

- 1.
- 2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

To be submitted online at prescribed place only

National Highways & Infrastructure Development Corporation Limited (NHIDCL)
Ministry of Road Transport & Highways
Government of India

RFP No.: NHIDCL/Assam/Kaliabhomora/Toll Plaza

Dt. 08.07.2016

Name of Project	COLLECTION OF USER FEE THROUGH FEE COLLECTING AGENCY ON THE BASIS OF COMPETITIVE BIDDING THROUGH ON E-TENDER BASIS ONLY FOR TOLL PLAZA AT KALIABHOMORA BRIDGE NO 10/1 OVER RIVER BRAHMAPUTRA AT KM 7+050 of NH-37 A		
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 our offer as your Contractor for collection of User Fee on the said Section of National Highway or the said bridge, as the case may be, 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 Company for the period mentioned in Column-B (i.e. 12 month)	
A	B	C	D
1	Twelve Months	Rs...../-*	(Rs. in words)*
<p>*The amount will change with the change in rates as per Clause-5 of the Contract.</p> <p>For calculating the weekly amount, the amount quoted for twelve months i.e. from September 2016 to September 2017 shall be divided by the number of days (365 days) and multiplied by 7.</p> <p>The week shall be counted from Monday to Sunday. In case the number of days in first and last week happens to be less than 7, then the bidder will deposit the amount proportionately.</p> <p>For calculating the monthly amount, the amount quoted for one year shall be divided by 12.</p> <p>The amount quoted above shall be exclusive of the TCS. Any tax and service charges, as applicable, shall be borne by the bidder over and above the quoted amount.</p>			

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

FORM OF CONTRACT

Preamble:--

(A) This Contract is made at....., on this the _____ day of _____ 2016 by and between the National Highways & Infrastructure Development Corporation Limited, a Government of India undertaking under Ministry of Road Transport & Highways, having its Corporate Office at PTI Building, 4 – Parliament Street, New Delhi – 110 001, hereinafter referred to as “**the Authority**” (which expression shall, unless excluded by or repugnant to the context thereof, be deemed to mean and include its successors in office and administrators) of the **ONE PART**, represented by its(to be authorized) General Manager (HQ)

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 authorized to collect User Fees on behalf of Central Government for services or benefits rendered under Section 7 of the National Highways Act, 1956 (hereinafter referred to as “**the 1956 Act**”).
- (F) **AND WHEREAS** the Authority is an Executing Agency under the provisions of the National Highways Fee (Determination of Rates and Collection) Rules, 2008, (hereinafter referred to as “**the User Fee Rules, 2008**”).
- (G) **AND WHEREAS** the Authority is empowered to enter into contracts with any person for the purpose of collection of USER Fee under the said User Fee Rules, 2008. The Authority is desirous of engaging the Contractor to collect User Fees only at **Kaliabhomora toll plaza located at km. 7+050 National Highway No 37 A in the State of Assam.**
- (H) **AND WHEREAS** the Authority invited bids from interested entrepreneurs for collection of USER Fee for the use of the said bridge for a period of **Twelve** months. The Contractor is one of those bidders who submitted bid and quoted in its offer that, in lieu of transferring Central Government’s User Fee collection rights for the said Section of the National Highway or the said bridge 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 BANK Holiday, then by NEXT bank working day as indicated below by way of a demand draft/pay order/ RTGS transfer for the said section of National Highway **Or** the said bridge. The remittance shall be as follows:

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

- For calculating the weekly amount, the amount quoted for **Twelve months shall be divided by the number of days for twelve months 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 Director-II, NHIDCL to enter into this Contract with the Contractor,

ii) And Whereas, the Authority has authorized the General Manager (Projects) (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 National Highway/the said bridge.

2. PERIOD OF CONTRACT:

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

OR

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

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

(ii) The period of contract shall be **Twelve** months. However, In case the Authority is not getting a bid higher than the remittance under this contract or in case of urgency,

the Authority reserves the right to increase the contract period at same remittance and terms & conditions under this contract **up to 3 months**.

3. RATE OF USER FEE:

- (a) The Contractor shall collect User Fees at such rates only and from such vehicles only as have been notified by the NHIDCL for the use of the said Section of the said bridge and in strict compliance with the provisions of the notification. A copy of the said Notification (including a draft notification to be replaced by a notification published in the Official gazette in due course) is appended as **Schedule I** In case, there is a material difference (i.e. impacting the collection of the Contractor by more than 10 (ten) % in a year) in the draft notification and the officially published notification, prior to commencement of collection of User Fee, the revised remittance shall be derived from the quoted remittance as per Clause-5(b) and in the event of dissatisfaction of either party on the revised remittance, so fixed, either party to this Contract will be at liberty to terminate this Contract by giving 30 days prior notice in writing.
- (b) The Contractor specifically undertakes not to claim during continuity of the Contract any change including addition, deletion and change in the classification mentioned or the rate of User Fee specified in the Notification referred above and appended to this Contract as Schedule I for any reason whatsoever, under any circumstance.
- (c) The Contractor shall not be allowed to make its own interpretation about a particular type of vehicle attracting a particular rate so as to charge a higher rate from a particular type of vehicles. Decision of the Authority on such matter shall be final and binding.

4. COLLECTION ONLY AT PRESCRIBED RATE:

The Contractor shall ensure that under no circumstances, USER Fee in excess of the prescribed rate or without issuance of receipt in the format including condition of such receipts being bilingual or trilingual, prescribed by the 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:- Deleted

6. COMMENCEMENT AND TERMINATION OF USER FEE COLLECTION:

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

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 **Twelve** months shall be deemed to have begun from such date and the Contractor shall be liable to remit the agreed amount even for such period for which the collection has not been made.

- (b) The right to collect USER Fee shall come to an end on the expiry of a period of **Twelve** months (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 **Twelve** months.

7. EXEMPTION OF VEHICLES AND CONCESSION:

- (a) Type(s) of vehicles exempted as stated in the Schedule I appended to this Contract could be varied at any time either by the Authority or by the Central Government of India. Such variance, unless impact on his collection is considered more than half a percent in a year requiring renegotiation of terms of the Contract, shall not alter the liability of the Contractor to remit the specified monthly amount and shall also not affect any other terms and conditions of this Contract.
- (b) All exemptions available to users under the Indian Toll (Army and Air Force) Act, 1901 and rules there under, further extended to officials of Indian Navy, shall be honored by the Contractor.
- (c) The Contractor shall ensure to provide monthly and daily pass for multiple journey in accordance with the provision in the Notification appended in Schedule--I. 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 **GM (Project)** in this regard.

8. PLACE OF COLLECTION:

- (a) The Contractor shall collect User Fees only at Kaliabhomora bridge toll plaza located at km. 7+050 for the section of National Highway No 37 A in the State of Assam 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 National Highway or the said Bridge and surrounding area including any access or diversion(s) and the Contractor has submitted its bid taking into consideration all such access or diversion(s) or any diversion of traffic due to deterioration in road conditions or closure of road for maintenance work, whether existing or likely to come in the future which any road user may opt , inter-alia, to avoid payment of the USER Fee by bypassing the USER Fee collection booths.
- (b) The Contractor undertakes that, he shall not make any claim for any decrease in traffic on the ground of diversion of the traffic as per clause 9(a) above, even if such diversion did not exist at the time of submission of the bid by the Contractor.
- (c) The Contractor will not be entitled to (a) close; and (b) demand closure by any 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 Kaliabhomora toll plaza located at km. 7+050 National Highway No 37 A in the State of Assam two days after signing the contract to the Contractor for the purpose of USER Fee collection on the said Section of the National Highway/the said bridge.
- (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 ... 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 ... 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, whose decision in the matter shall be final.
- (g) Upon expiry of the contract period/ termination, within 7 days, the Contractor shall submit a statement giving details of payments of weekly remittances and TCS during the entire contract period along with delay in days (if any) and calculation of interest/ penalty for delay in depositing the remittances, etc for settlement of all accounts of the Contractor and issuance of "no due certificate" by the Authority. **No dues certificate shall be issued within 07 (seven) days after settlement of accounts**

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

- (a) The rates of User Fee, the categories of vehicles exempted from payment of User Fee and the name, address and telephone number of the 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 to the concerned NHIDCL HQ and that of other staff to Branch office 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 GM (P), Guwahati concerned in advance. The GM(P), Guwahati, 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, NHIDCL ED/GM (HQ) 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 and maintained by the Contractors are as under;
 - (i) Computers and its peripherals for issuing computerized toll receipts,
 - (ii) Software for running the system
 - (iii) Generator/ Standby Generator for power if there is no electricity connection/ for 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 its 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. The Authority may provide consumables at the time of handing over of the User Fee collection plazas/booths only, thereafter all consumables shall be arranged by the Contractor at its own cost and at the time of taking over the facility by the 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 computerized 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 NHIDCL 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 necessary cooperation in adopting the technological advancements in the process/work of User Fee collection.
- (g) The user fee collecting agency shall make necessary arrangements for power/lighting to ensure proper working of the User Fee plaza(s) including various office equipment installed, maintaining and running all electric arrangements and stand-by generator along with electric lighting and bearing all expenses thereon during the entire period of this Contract and paying punctually 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 contractor.

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 the Performance Security of amount equal to 28 days of remittance of H1/selected Bidder in the form of Bank Guarantee as per the format prescribed by the Authority from any Nationalized Indian Bank/State Bank of India or its subsidiaries/IDBI/ICICI/Export Import Bank/Foreign Bank with counter guarantee from any Nationalized Indian Bank or State Bank of India or its subsidiaries/any RBI approved Scheduled Commercial Bank having net worth of more than Rs. 500 Crore (Rupees Five Hundred Crore) from its Indian Operations, *valid for a*

period of 16 (Sixteen) months from the Date of LOA for due observance of the terms and conditions contained herein and the performance of its obligations as per the Contract to be entered into for *12 (Twelve)* months. The Bidder is at liberty to submit a crossed account payee demand draft/pay order issued by a Scheduled Bank in India in lieu of the Bank Guarantee

(b)

(i) The said Performance Security including the Bid Security, shall not bear any interest except when the collection is not started within 120 days of signing of the Contract for the reasons not attributable to the Contractor. In such a case, interest @8% p.a. shall be paid for the period beyond 120 days. 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.

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

(iii) In case of delay in release of performance security or excess withholding of the amount, NHIDCL will pay simple interest @ 12% per annum on such amount to the contractor for the period beyond 30 days from the end date of the contract till date of release of performance security/excess amount withheld.

(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 instalments due to the Authority from the Contractor including the instalment for the last month of the contract period **except as provided in clause-19.**

18. PENALTY FOR CHARGING EXCESS USER FEE:

- (a) In case, it is observed and/or established to the satisfaction of the 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 **twelve** such incidents of levy of penalty for excess charging, the part performance security of an amount equal to 1 (one) week 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 debarring from assigning any future work with Authority.

19. PENALTY FOR FAILURE TO PAY INSTALMENTS:

- i) In case of delay in remittance of the agreed amount of the weekly instalment due under this Contract to the Authority beyond the fixed day the Authority shall levy penalty @ 0.2% per day for initial one month delay and @ 0.5% per day for further delay beyond one month. 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.
- ii) For avoidance of doubt, if more than one remittance are delayed and the contractor deposits a lumpsum amount, this will be adjusted following First-in-First-Out (FIFO) approach, i.e. the earliest instalment due shall be first adjusted along with the applicable penal interest on the earliest remittance on that date and in similar manner the other remittance shall be adjusted. No further interest shall be applicable on the penal interest component. The penal interest shall be simple, i.e. it shall not be compounded.
- iii) (a) If the remittances, outstanding including penal interest, if any, on ending of the contract is less than the cash performance security then such amount shall be recovered from cash performance security, accounts will be settled and balance securities will be released and penal interest shall be levied only upto end date of

contract. In case of the contractor has deposited the remittance of last week on ending of the contract period which is also to be adjusted from the cash performance security, then an additional penal interest @ 2% per day for 7 days on the last week remittance shall also be levied.

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

In case of non-compliance of any of the obligations specified in clause-23, the Authority shall levy penalty @ Rs.50 Thousand per default per month except for Clause-23(e) for which the penalty shall be @ Rs.10,000/-per default per month, without prejudice to any other rights of the Authority under this Contract. However, in case of non-compliance of obligations specified in Clause 23 (h), the Authority shall levy a penalty @ Rs. 1,00,000/- per instance or termination of Contract Agreement or both, without prejudice to any other rights of the Authority under this Contract. The date of default will be the date of reporting to the contractor by the Authority concerned or his authorized representative. In addition to levy of penalty as above, more than **two** 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 (to be authorised), General Manager (Project) NHIDCL as “**the Authority**” 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 National 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) Deleted.
- (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.
- (h) The Contractor agrees that maintaining adequate change/ coins and giving correct change to the road users, while paying / receiving user fee is his sole responsibility and undertakes not to indulge in wrong practices like giving namkeen/ coffee/ wafer packets, etc. instead of giving change for the balance amount to the road users. A placard shall be placed at all Toll Booths in the format enclosed at **Schedule-IX** for information of the road users. In case it is found during the surprise checks that the Contractor is giving namkeen/ coffee/ wafer packets in lieu of change, the Contractor at his cost shall issue an advertisement in the local newspapers asking the road users to approach the Toll Plaza Office for getting back the change by returning namkeen/ coffee/ wafer packets by showing the user fee payment receipt.

24. RIGHT OF INSPECTION:

- (a) The Authority reserves the right to conduct checks including surprise checks at any time, to check/observe/witness the activities of the Contractor including the User Fee collection Plaza(s) and to monitor or to ensure that any or all the activities including User Fee collection enunciated by this Contract are being carried out properly by the personnel deployed by the Contractor.
- (b) The Authority may exercise any check/control to ensure discharge of various obligations by the Contractor under the Contract including but not limited to following:
- i)** Correctness of the User Fee charges recovered from users, as prescribed
 - ii)** Issue of proper Receipts to all Vehicles;
 - iii)** Maintenance of proper registers including those relating to collection of User Fee from different type of vehicles;
 - iv)** Weekly remittance of amount due from the Contractor by the prescribed day;
 - v)** Checking of data in electronic/soft form;
 - vi)** Maintain User Fee Plaza(s) and its appurtenances by the Contractor at his cost and ensure that they are in good running condition;
 - vii)** Arrangement for lighting and water are in order;
 - viii)** There is no delay to the traffic due to procedure of collection of User Fee and also there is no traffic jam at the User Fee Plaza(s); and

- ix) Any other check or control as considered appropriate by the Authority including through its 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 National Highway/said bridge by the users.

(b) FORCE MAJEURE EVENT:

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

- (i) Publicly declared strike by registered and 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 National 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 instalments 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 (or continuously for more than 12 (twelve) days at a time in case of no user fee collection at all at the toll plaza) for reasons not attributable to the Contractor.

(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 on behalf of 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 Branch Office, NHIDCL Guwahati whose decision shall be final.

27. ARBITRATION:

- (a) All disputes and/or difference except those which are mentioned in the matters non-arbitral under Clause 26 above arising between the parties out of this Contract shall be settled by Arbitration under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The Chairman of the Authority or his nominee shall be the sole Arbitrator. The award made and published in pursuance of such Arbitration proceedings shall be final and binding on both the parties.
- (b) The proceedings of the Arbitration shall be held in English language and shall be held at such place as may be decided by the Chairman of the Authority or his nominee. The award of the Arbitration shall be final and binding on both the parties to the Contract.

- (c) Pending resolution of any dispute pursuant to Arbitration, under all circumstances the Contractor shall continue to remit the agreed instalments of money to the Authority as prescribed in this Contract including when the dispute is about the amount to be remitted.
- (d) The contract agreement shall be governed by and construed in accordance with the laws of India and the Courts at New Delhi shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the contract agreement

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 BOT/OMT concessionaire (reference clause 2 of the contract) at any time after giving notice to the Contractor as under in writing and in that event, the Contractor shall not be entitled to any claim, or any compensation whatsoever on account of such termination.

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

“By giving seven (7) days prior notice in writing”

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

(4) The Authority shall be entitled to terminate this Contract for any type of non-compliances under provisions of this contract if not rectified within a given time frame.

(5) **Pre-mature termination of the contract at the request of the Contractor:**

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

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

The Authority shall appropriate 25% of the performance security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for interalia time, cost and effort of the Authority. The balance performance security shall be released by the Authority within 30 days of handing over of the toll plaza to the new agency.

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

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

This clause is non-arbitrable as per Clause 26 of Agreement

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 Central Government to any of the specific official of the Authority from time to time, any decision of the Authority for the time being on all questions and matters whatsoever arising out of or in relation to or in connection with this Contract or as to the interpretation of any of its conditions whether during the subsistence of this Contract or at any time thereafter, shall be final and binding on the parties to this Contract.

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 14 (fourteen) days from the date of signing this Contract or within such period as provided by the law applicable which ever is shorter, the Contractor, if required, shall have the Contract engrossed, have the correct Stamp Duty adjudicated by the Inspector General of Registrations, New Delhi 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. It shall be noted that the contract shall be signed at NHIDCL, Guwahati.

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

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

For and on behalf of

(Signature)

(Signature)

Name:-

Name:-

Designation: General Manager (P)

Designation:-

Place:- Guwahati

Place:-

In the presence of

In the presence of

1. Signature:

1. Signature:

Name:

Name:

Address:

Address:

2. Signature:

2. Signature:

Name:

Name:

Address:

Address:

*** Contractor must affix its seal.**

SCHEDULE – I

FORMAT FOR DETAILS OF PERSONNEL TO BE DEPLOYED AT TOLL PLAZA AT KALIABHOMORA BRIDGE NO 10/1 OVER RIVER BRAHMAPUTRA AT KM 7+050 of NH-37 A

Fee Rates applicable are as below:

User fee rates applicable for FY 2016-17

SL. No.	Particulars of vehicles	Fee Paying Traffic (Single Journey)	Fee Paying Traffic (Daily Pass)	Fee Paying Traffic (Local Commercial Vehicles registered within the district where Plaza is located)	Fee Paying Local Personal Traffic (Monthly Pass)	Fee Paying Traffic (Monthly Pass Other than Local Commercial Vehicles registered within the district where Plaza is located)
1	2	3	4	5	6	7
1	Car, Jeep, van or light motor vehicles.	20	30	10	140	615
2	Light commercial vehicles, Light goods vehicles or Mini bus.	30	45	15	-	995
3	Truck or Bus.	60	95	30	-	2080
4	Three axle Commercial Vehicles	70	100	35	-	2270
5	HCM,EME or MAV	100	145	50	-	3260
6	Oversized Vehicles	120	180	60	-	3970

User fee rates applicable for FY 2017-18

SL. No.	Particulars of vehicles	Fee Paying Traffic (Single Journey)	Fee Paying Traffic (Daily Pass)	Fee Paying Traffic (Local Commercial Vehicles registered within the district where Plaza is located)	Fee Paying Local Personal Traffic (Monthly Pass)	Fee Paying Traffic (Monthly Pass Other than Local Commercial Vehicles registered within the district where Plaza is located)
1	2	3	4	5	6	7
1	Car, Jeep, van or light motor vehicles.	20	30	10	145	635
2	Light commercial vehicles, Light goods vehicles or Mini bus.	30	45	15	-	1025
3	Truck or Bus.	65	95	30	-	2150

4	Three axle Commercial Vehicles	70	105	35	-	2345
5	HCM,EME or MAV	100	150	50	-	3375
6	Oversized Vehicles	125	185	60	-	4105

Discount :

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.

2 A driver, owner or person in charge of a mechanical vehicle who makes use of the section of national highway, permanent bridge, 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 & 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

Exemption from payment of fee as per Ministry's Notification

No.G.S.R.838(E) dt.5th December'2008.

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 Chief-Justice of India;
- (v) The Governor;
- (vi) The Lieutenant Governor;
- (vii) The Union Minister;
- (viii) The Chief Minister;
- (ix) The Judge of Supreme Court;
- (x) The Chairman of the Council of State;
- (xi) The Speaker of the house of people;
- (xii) The Chairman of the Legislative Council of the State;
- (xiii) The Speaker of the Legislative Assembly of the State;
- (xiv) The Chief Justice of High Court;
- (xv) The Judge of High Court
- (xvi) Minister of States and
- (xvii) Foreign dignitaries on State visit.

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 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) An Executive Magistrate;
- (iv) Fire-fighting department or organization;
- (v) The National Highway Authority/National Highways & Infrastructure Development Corporation Limited or person using such vehicle for inspection, survey, construction or operation & maintenance thereof ; and

c) Used as ambulance.

SCHEDULE – II

Not Applicable

Schedule- III

[Reference clause 12 &13 of Appendix - V]

Key Personnel

SI No	Designation at Plaza	No. per lane	No per shift (for all lanes)	Nos. deployed per Plaza (for all shifts)	Essential Qualification
1.	Plaza Manager			1	<p>(a) Degree in IT/ Computer Science/ Electronics & Communication or MCA from any government recognized university; (or) Graduate in any discipline from government recognized university, with DOEACC 'A' level Course; 3 years BCA; 2 years MBA in IT or equivalent (1 year Diploma/ PG Diploma Courses are not eligible); and</p> <p>(b) 2 years experience in using semi-automatic/ electronic toll collection systems</p>
2	Security Officer			1	<p>(a) Graduate in any discipline from any government recognized university with minimum 10 years post-qualification experience in relevant field in any government or private organization of repute; (or) Any Retired Defence/ Police Officers who led a team, with Graduation in any discipline from any government recognized university; and</p> <p>(b) experience of 3 years as Security Officer on similar assignments</p>
3	Accounts Officer			1	<p>Post-graduate in Commerce or Graduate with CA/ICWA/SSA with 5 years experience in Audit & Accounts.</p> <p>Note: At least the Contractor shall have one team of Key Personnel, meeting above requirements, for all Toll Plazas within the jurisdiction of one Regional Office, subject to provision of suitable persons for Key Personnel positions at that specific Toll Plaza for which qualification requirements may be relaxed by RO concerned. There shall be no change in the requirements regarding "other staff" specified in Schedule-III for each Toll Plaza</p>

OTHER STAFF					
1.	Shift In charge		1	3	Graduate in any discipline and a diploma in computing from a recognised institute of repute with minimum 2 years post qualification experience in relevant field or retired defence personnel of rank equivalent to ASO. or above. The officer can be from paramilitary forces also and the at least a diploma in computer application or equivalent from any govt. recognized institute in India
2.	Accountant		1	3	Graduate in any discipline with minimum 5 years post qualification experience in any in any govt or. private organization of repute
3.	Toll Collector	1	8 (in case of 8 lane plaza)	24*+6(2 reliever per shift)=30	12th pass from any recognised board in India or retired defence 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 recognised board in India or retired defence personnel.
5.	Barrier man		2+2 (up&d own)	12	12th pass from any recognised board in India or retired defence personnel
6.	Channelizer		2 (up&d own)	6	12th pass from any recognised board in India or retired defence personnel
7.	Gun man		4	12	Retired defence personnel only.
8.	Electrician		1	3	10th Standard pass from any recognised board of India with knowledge of the relevant field.
9.	Safaiwala		1	3	Experience in relevant field.
10.	Mali			1	
11.	Peon		1	3	8th standard pass.
12.	Total			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 General Manager, Branch Office, Guwahati.

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

FORMAT FOR DETAILS OF PERSONNEL TO BE DEPLOYED TOLL PLAZA AT KALIABHOMORA BRIDGE NO 10/1 OVER RIVER BRAHMAPUTRA AT KM 7+050 of NH-37 A

(To be submitted after signing of the contract to the Executive Director, NHIDCL in case of Key personnels and to the General Manager (Projects), Guwahati for other staffs.)

Sr. No.	Name & Designation	Permanent Address & Contact No.	Correspondence Address & Contact No.	Qualification & experience (self attested copy of certificate are to be enclosed)	Recent Passport size photograph.	Specimen sig.
1.	Plaza Manager					
2	Security Officer					
3	Accounts Officer					
4	Administrative Officer					
5	Shift Incharge					
6	User Fee Inspectors					
7	Accountant					
8	Astt. Accountant					
9	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		User Fee collected through Vehicles registered in the District of fee plaza		Total amount Collected		Total amount Deposited		Remarks
		For the month	Cumulative	For the month	Cumulative	For the month	Cumulative	For the month	Cumulative	For the month	Cumulative	
1	CAR, JEEP, VAN OR LIGHT MOTOR VEHICLE											
2	LIGHT COMMERCIAL VEHICLE, LIGHT GOODS VEHICLE OR MINI BUS											
3	TRUCK / BUS (TWO AXLES)											
4	THREE AXLE COMMERCIAL VEHICLES											
5	HEAVY CONSTRUCTION MACHINERY (HCM) OR EARTH MOVING EQUIPMENT (EME) OR MULTI AXLE VEHICLE (MAV) (FOUR TO SIX AXLES)											
6	OVERSIZED VEHICLES (SEVEN OR MORE AXLES)											
Total												

Schedule-V

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

MONTHLY USER FEE COLLECTION STATEMENT- PART-B

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

Schedule- VI
(Format of Bank Guarantee)

(Reference Clause – 6.0)

Format for Bank Guarantee for Performance Security

BANK GUARANTEE FOR PERFORMANCE SECURITY

To

Managing Director

National Highways & Infrastructure Development Corporation Limited

3rd Floor, PTI Building

4-Parliament Street

New Delhi – 110 001

In consideration of “National Highways & Infrastructure Development Corporation Limited (NHIDCL)” (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.

This guarantee shall also be operable at our **Branch, New Delhi**, from which, confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment thereunder claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

Notwithstanding anything contained herein,

- (a) Our liability under this Bank Guarantee is limited to Rs.....
(Rupees) and it shall remain in force up to and including.....
and shall be extended from time to time for such period as may be desired by the client in whose favor this guarantee has been issued.
- (b) This Bank Guarantee shall be valid up to
- (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 National Highway [•] in the State of [•] (hereinafter referred to as the said section of the National Highway).

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

Dear Sir,

Your Bid quoting 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 National Highway No. [•] in the state of [•] (hereinafter referred to as the said section of the National Highway) has been accepted by the competent authority of the NHIDCL on the terms and conditions of Contract forming part of the Bidding Documents.

You are required to submit a Performance Security within 5 (Five) days as per Clause 6.0 of RFP.

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 3 (Three) days from the date of receipt of the Performance Security and after signing the contract, successful bidder shall take over the toll plaza and start the fee collection within 2(Two) days of signing the contract agreement*, on failure to do so, the entire Performance Security including Bid Security and bank guarantee shall be liable to be forfeited and invoked. In the event of your failure to submit the Performance Security, the Letter of Acceptance for award of contract in your favour shall automatically be terminated without further notice. In such a case, your engagement shall forthwith automatically stand terminated and thereupon, without prejudice to any other rights and remedies of the 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 National Highways & Infrastructure Development Corporation Limited

(Signature)

Name:-

Designation: Executive Director-II,

Place:-New Delhi & Dated

Accepted unconditionally including the draft of the contract.

(Signature)**

Name:-

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

Designation:

Place:-

Dated:-

*** Please affix common seal.**

Schedule-VIII

Deleted

Schedule-IX

Format for Placard at each Toll Booth

(English, Hindi & Vernacular Languages)

Welcome to Toll Plaza (Name & Address)

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

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

Name, General Manager (Projects), NHIDCL, Mobile No.

In case GM (Projects) does not lift the phone, please contact:

Name ED, NHIDCL, Mobile No.

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