

जयपुर विकास प्राधिकरण, जयपुर

इन्दिरा सर्किल, जे.एल.एन. मार्ग, जयपुर

क्रमांक / जविप्रा / अधि.अभि.(रिंग रोड़- I) / 2024-25 / 4

दिनांक: 14.08.2024

बिड आमंत्रण सूचना

बिड संख्या- JDA/EE(RRP-I)/2024-25/NIB-4

जयपुर विकास प्राधिकरण अधिशाषी अभियन्ता(रिंग रोड़- I) में “**Operation, Maintenance and Collection of user fee (toll fee) at designated Toll Plaza under Alternate route to Ghat Ki Guni via tunnel and through Jhalana Hill connection NH-11 (Agra Road), Jaipur in the State of Rajasthan**” कार्य जिसकी लागत **रु. 91.11 करोड़** के लिए दिनांक **14.09.2024 सांय 6:00 बजे** तक ऑन लाईन निविदा आमंत्रित की जाती हैं। विस्तृत विवरण, जो कि निविदा प्रपत्र में उपलब्ध है, अद्योहस्ताक्षरकर्ता के कार्यालय में अथवा राजस्थान सरकार के उपापन पोर्टल **www.sppp.raj.nic.in** व **www.eproc.rajasthan.gov.in** एवं जयपुर विकास प्राधिकरण की वेबसाईट **www.jda.urban.rajasthan.gov.in** पर देखी जा सकती है।

(UBN No. JDA2425WLOB00234

निविदादाता को निविदा में भाग लेने हेतु आवश्यक है कि :-

1. जयपुर विकास प्राधिकरण की वेबसाईट **www.jda.urban.rajasthan.gov.in** पर पंजीकृत हो। निविदा शुल्क व आर.आई.एस.एल. प्रक्रिया शुल्क केवल ऑन लाईन ही देय होगी। बोली प्रतिभूति ऑनलाईन अथवा बैंक गारन्टी के द्वारा दी जा सकती है।
2. ऑन लाईन निविदा में भाग लेने हेतु राजस्थान सरकार के पोर्टल **www.eproc.rajasthan.gov.in** पर पंजीकृत हो।

अधिशाषी अभियन्ता(रिंग रोड़- I)
जविप्रा, जयपुर।

JAIPUR DEVELOPMENT AUTHORITY

Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302004
Telephone: +91-141-2569696

No:- JDA/EE(RRP-I)/2024-25/4

Dated: 14.08.2024

NOTICE INVITING BID

JDA EE(RRP-I)/2024-25/NIB-4

Online Bids are invited **upto 6.00 PM** of 14.09.2024 the work “**Operation, Maintenance and Collection of user fee (toll fee) at designated Toll Plaza under Alternate route to Ghat Ki Guni via tunnel and through Jhalana Hill connection NH-11 (Agra Road), Jaipur in the State of Rajasthan**” Estimated cost **Rs. 91.11 Crores**. Details may be seen in the Bidding Document at our office or the website of State Public Procurement Portal: www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.urban.rajasthan.gov.in

UBN No. JDA2425WLOB00234

To participate in the bid, bidder has to be:

1. Registered on JDA website www.jda.urban.rajasthan.gov.in. For participating in the Bid, the Bidder has to apply for the Bid and pay the Bidding Document Fee & RISL Processing Fee online only and Bid Security declaration stamp.
2. Registered on e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in for online e-Bid submission.

(Pankaj Agarwal)
Executive Engineer (RRP-I)
JDA, Jaipur



JAIPUR DEVELOPMENT AUTHORITY

Ram Kishore Vyas Bhavan, Indira Circle,
Jawahar Lal Nehru Marg, Jaipur – 302 004
Telephone: +91-141-2569696

NIB No: EE(RRP-I)/04/2024-25

1	Name & Address of the Procuring Entity	: <ul style="list-style-type: none"> ➤ Name: Executive Engineer (RRP-I), JDA, Jaipur ➤ Address : Room No 208, Secound Floor, Court Building,Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan) ➤ Email: pankaj.agarwal25@yahoo.com
2	Name of work	: <ul style="list-style-type: none"> ➤ “Operation, Maintenance and Collection of user fee (toll fee) at designated Toll Plaza under Alternate route to Ghat Ki Guni via tunnel and through Jhalana Hill connection NH-11 (Agra Road), Jaipur in the State of Rajasthan”
3	Bid Procedure	: <ul style="list-style-type: none"> ➤ Two-stage open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
4	Estimated cost	: <ul style="list-style-type: none"> ➤ Rs. 91.11 Crores
5	Bid Evaluation Criteria (Selection Method)	: <ul style="list-style-type: none"> ➤ Highest Cost Based Selection (HCBS)]
6	Websites for downloading bidding documents, Corrigendum's, Addendums etc	: <ul style="list-style-type: none"> ➤ Website: www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in, www.jda.urban.rajasthan.gov.in
7	Website for online Bid application and payment	: <ul style="list-style-type: none"> ➤ www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the bidder has to apply for this bid and pay the Bidding Document Fee, RSIL Processing Fee and Bid Security Deposit online only <ul style="list-style-type: none"> • Bidders document Fee : Rs 11000/- • RSIL Processing Fee : Rs 2500/- • Requisite Bid Security Deposit ➤ The Bidders are required to submit Bid security, cost of Bidding documents, and Bid processing fees through online payment after registering with JDA on www.jaipurjda.org/e-services/e-tender portal. There should be a gap of 3 working days between the End date for Bid Applying, Online Payment & Bid Submission and Bid Opening date. In the absence of the requisite fee, the bid of the concerned bidder will be considered as non-responsive and shall be liable for rejection.
8	Bid Security (in favour of Secretary, JDA, Jaipur)	: <ul style="list-style-type: none"> ➤ Amount (INR: 2% For contractors registered (AA) in appropriate class with CPWD, Postal, Telegram, Railway, MES, Other State Government/Central Government undertakings/ organizations of Estimated Procurement Cost. (The bidder must capable to bid in the bid as per their enlistment) ➤ 0.5 % for Bidder registered (AA) in appropriate class in JDA ➤ In case of Departments of the State Government and undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.

9	Start/ End Date for Bid Applying, Online Payment, and Bid Submission	<ul style="list-style-type: none"> ➤ Start Date: 16.08.2024 ➤ End Date: 14.09.2024 up to 6.00 PM ➤ In case EMD in the form of BG Original Bank Guarantee is to be submitted in Room No 208, Secound Floor, Court Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan) by 20.09.2024 upto 10.00 AM (within three working days from last date of submission of bid)
10	Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> ➤ 20.09.2024at 11:00 AM ➤ Room No 208, Secound Floor, Court Building, Ram Kishore Vyas Bhavan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
11	Date/ Time/ Place of Financial Bid Opening	➤ Shall be intimated after evaluation of Technical Bid
12	Bid Validity	➤ 120 days from the last date of bid submission deadline
13	Time Period	➤ 72 Months
14	A&F/Job No.	NA

Procedure of bidding:

1. Two part bid system:

- Two part (Two envelope) (2 docket) system would be adopted, Docket-1 being Technical Bid and Docket-2 being for Financial Bid
- Docket-1: There will be three separate folders- Folder-1 is for proof of deposition of Bid Security, cost of bidding document and bid processing fee along with copy of GST registration, signed Annexure "B" and copy of enlistment as contractor/bidder in required category, Folder-2 is for bid document and Folder-3 is for technical bid
- Docket-2: There will be Folder-1 is for Financial Bid
- Technical bid will be opened only for bidders whose proper Bid Security, copy of GST Registration, proof of deposition of bidding document fee, RSIL processing fee, copy of enlistment of contractor in the required category and signed Annexure "B" are found to be in order. Bid Security will be accepted only in the form of online deposition or in the form of Bank Guarantee.

**Executive Engineer (RRP-I)
JDA, Jaipur
Procuring Entity**

SPECIAL CONDITIONS

SCHEDULE 'H'

01. If there is any typographical error or otherwise in the 'G' Schedule the rates given in the relevant BSR on which schedule 'G' has been prepared, shall prevail.
02. The contractor shall follow the contractor labour regulation and abolition Act 1970 & Rule 1971.
03. The JDA shall have right to cause on audit and technical examination of the work and the final bills of the contractor including all supporting vouchers, abstract etc. to be made within two years after payment of the final bills and if as a result such audit any amount is found to have been over paid/excess in respect of any work done by the contractor under the contract or any work claimed by him to have been done under this contract and found not to have been executed the contractor shall be liable to refund such amount and it shall be lawful ;for the JDA to recover such sum from him in ;the manner prescribed in special condition no. 8 or any other manner legally permissible and if it is found that the contractor was paid less then that was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be paid by the JDA to the contractor.
04. Whenever any claim against the contractor for the payment of a sum of money arises out or under the contracts, the JDA shall be entered to recover the sum by appropriating in part or whole of the performance security of the contractor. In the event of the security being insufficient or if no security has been taken from the contractor then the balance of the total sum recoverable as the case may shall be deducted from any sum then due or which a any time there contract with the JDA should this sum be sufficient to recover the full amount recoverable, the contractor shall pay to JDA on demand the balance remaining due. The JDA shall further have the right to affect such recoveries under P.D.R. Act.
05. The rate quoted by the contractor shall remain valid for a period of 120 days from the date of opening of the tenders.
06. By submission of this tender the contractor agree to abide with all printed conditions provided in the PWD manual from 64 (Chapter 3-para 36) and subsequent modification.
07. No conditions are to be added by the contractor and conditional tender is liable to be rejected.
08. If any bidder withdraws his bid prior to expiry of said validity period given at S. No. 5 or mutually extended prior or makes modifications in the rates, terms and conditions of the tender within the said period which are not acceptable to the department or fails to commence the work in the specified period, fails to execute the agreement, the authority shall without prejudice to any, other right or remedy, be at liberty to forfeit the amount of bid security given in any form absolutely. If any bidder, who has submitted a bid does not execute the agreement or start the work or does not complete the work and the work has to be put to rebidding, he shall stand debarred for six months from participating of bidding in JDA in addition to forfeiture of Bid Security/ Performance security and other action under agreement
09. Any material such as plants, shrubs, flowers, compost, good earth, farm yard manure etc. not confirming to the specifications collected at the site have to be removed by the bidder within a period of three (03) days of the instruction, issued by the Engineer-in-Charge in writing failing which, such material shall be removed by the Engineer-in-Charge at the risk and cost of the bidder after the expiry of three (03) days period.
10. The material collected at the site and paid provisionally shall remain under the watch and ward of the bidder till it is consumed fully on the work.
11. The rates provided in the bidding documents are inclusive of all taxes and royalties otherwise specified.
12. No extra lead of earth/material shall be paid over and above as specified in "G" Schedule, source/borrow pit area for the earth shall have to be arranged by the bidder at his own cost.

13. Undersigned has full right to reject any or all bids without given any reasons.
14. As per Supreme Court decision "All contracts with Governments shall require registration of workers under the building and other construction workers (Regulation of Employment and Conditions of Service) Act, 1996 and extension of benefits to such workers under the act."
15. Special conditions of the contract regarding the defect liability period (DLP) for works costing 25.00 Lacs and more shall be applicable.
16. The bidder is required to submit copy of their enlistment as contractor.
17. Conditions of RPWA-100 will be mandatory & acceptable to the contractor.
18. The bidder will have to install display boards at the site of work as directed by Engineer-in-Charge.
19. All the provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013, will be applicable. if there is any contradictions in existing special conditions and provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013, provisions of THE RAJASTHAN TRANSPARENCY IN PUBLIC PROCUREMENT ACT, 2012 and RULES, 2013 shall be applicable.
20. In case, the rate received in the bid is below than BSR rate, additional performance security shall be deposited by the bidder as per rule 75 (A) of RTPP rules
21. Annexure "B" (RTPP ACT/RULES) is mandatory to be fulfilled and signed with seal by the bidder failing which the bid shall summarily be rejected without asking for any clarification.
22. Contractors enlisted in JDA, should be get reviewed periodically. The registered bidder who has not been reviewed within a period of five year three months, shall not be allowed to participate in the bid. Contractors enlisted in other departments shall be as per the provisions of PWF&AR.
23. Any tender received with unattested cutting/overwriting in rates shall be rejected and such bidder may be debarred from tendering as per rule.

**Signature of Contractor
with full address & Mobile No.**

**Executive Engineer (RRP-I)
JDA, Jaipur**

JAIPUR DEVELOPMENT AUTHORITY

SELECTION OF BIDDER FOR "OPERATION, MAINTENANCE & COLLECTION OF USER FEE (TOLL FEE) AT DESIGNATED TOLL PLAZA UNDER ALTERNATE ROUTE TO GHAT KI GUNI VIA TUNNEL & THROUGH JHALANA HILLS CONNECTING NH-11 (AGRA ROAD), JAIPUR IN THE STATE OF RAJASTHAN" THROUGH E-PROCUREMENT PROCESS

S. No.	Name of Road	Toll Plaza Location (Design Chainage)
1	Alternate route to GhatkiGuni via tunnel&through Jhalana Hills connecting NH-11 (Agra Road), Jaipur km 0+100 (Jawahar Nagar Bypass) to 2+850 (Agra Road)	Ch. Km 0+500 Near Naval Kishor Sharma circle at Jaipur Agra Road, Jhalana hills, Jaipur

REQUEST FOR QUALIFICATION CUM REQUEST FOR PROPOSAL (RFP)

BID DOCUMENTS & CONDITIONS OF CONTRACT

2024

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DISCLAIMER

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

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

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

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

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

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

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

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

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

Invitation for RFQcum RFP

Bid Document for Toll revenue collection at Toll Plaza at Alternate Route to GhatkiGuni via tunnel through Jhalana Hills to connect with NH-11 (Agra Road), Jaipur

1. INTRODUCTION

1.1 Background

1.1.1(a)The JAIPUR DEVELOPMENT AUTHORITY (the “Authority”) is engaged in development, maintenance and management of Roads and as part of this endeavor, the Authority has decided to collect User Fee (Toll Fee) alongwith operation & maintenance through the agency in respect of project road and toll plaza of the project "**Operation, Maintenance and Collection of user fee (toll fee) at designated Toll Plaza under Alternate route to Ghat Ki Guni via tunnel and through Jhalana Hill connection NH-11 (Agra Road), Jaipur in the State of Rajasthan**” and has decided to carry out the bidding process on e-procurement basis for selection of the Bidder to whom the work may be awarded. Brief particulars of the section are as follows:

S. No	Toll Plaza Location	Total Contract Value (Rs.)	Period of Collection
(1)	(2)	(3)	(4)
1	Ch 0+500 Near Naval Kishor Sharma circle at Jaipur Agra Road, Jhalana hills, Jaipur	91.11 Cr.	The contract shall be for a period of *Sixyears or until the plaza is handed over to other collection agencies as per directions issued by Authority, whichever is earlier.

* **Period of Contract shall be Six Year. The Toll Rates from the Project Road users are to be charged as mentioned in schedule-I in accordance with Public Works Department (PWD) Gazette notification dated April 2, 2007(Gazette notification attached)**

1.1.1(b) In case of non-operation/partial-operation of Toll Plaza located on the said road due to Force Majeure, the Contractor shall deposit the actual collection excluding all expenses involved for toll maintenance due to its non-operation.

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

1.1.3 Total Contract Value has been specified in Clause 1.1.1(a) above. The assessment of the actual quantum of user fee collection, however, will have to be made by the Bidders. The user fee (Toll Fee) shall only be charged for the category of vehicles tabulated below:

S. No	Category of Traffic
1	Motor Lorries, Buses, Mini Buses and other heavy machinery e.g. earthmoving machinery
2	Trucks with registered laden weight upto 05(Five) Tonnes

Bid Document for Toll revenue collection at Toll Plaza at Alternate Route to GhatkiGuni via tunnel through Jhalana Hills to connect with NH-11 (Agra Road), Jaipur

S. No	Category of Traffic
3	Trucks with registered laden weight more than 05(Five) Tonnes
4	Multi-axle trucks/trailers

- 1.1.4 The interested firms may download the RFQ cum RFP from JDA, Jaipur website w.e.f. date and up to 18.00 hrs. as per NIB
- 1.1.5 The firm that downloads the RFP document from the website will be required to pay the Tender Application Fee (non-refundable) of Rs. 2500/- (Rupees Two Thousand Five Hundred Only) at the time of the submission of the Bid Proposal.
- 1.1.6 The method of payment will be through Demand Draft payable at Jaipur in favour of Secretary, JDA, Jaipur payable at Jaipur. The RFQ cum RFP will be invited through the e-tendering portal www.eproc@rajasthan.gov.in. Refer “Instruction to Bidders” for procedure for submission of RFP through e-procurement portal
- 1.1.7 The authorized signatory holding power of attorney shall only be the digital signatory. In case authorized signatory holding power of attorney and digital signatory are not the same, the bid shall be considered as non-responsive.
- 1.1.8 The Bidders will be allowed to download the Bid documents upto 18.00 hrs of the bid on the Bid Due Date. The downloading facility of Bids on the e-tendering portal will be made available even if the day of the Bid due date falls on Saturday / Sunday / Holiday.
- 1.1.9 Bid documents comprising the bidding procedure and contract terms and conditions, are available for view and download from the e-tender portal www.eproc@rajasthan.gov.in by the Bidders without any cost. However, to participate in the bidding, Bidders are required to pay a non-refundable fee of Rs. 5000 towards the cost of Bid Documents which shall be submitted along with the Bid Documents by way of a Demand Draft issued by a Scheduled Bank in India drawn in favour of the Authority and payable at Jaipur.
- 1.1.10 Bid documents can be downloaded from e-tender portal of www.eproc@rajasthan.gov.in upto 18.00 hrs. Following may be noted in this regard:
- (a) Registration should be valid at least up to Bid Due Date.
 - (b) Bids can be submitted only during the validity of their registration.
 - (c) The amendments/clarifications to the bid document, if any, will be hosted on the website/e-portal www.eproc@rajasthan.gov.in
- 1.1.11 The Authority shall receive bids pursuant to this RFQ cum RFP in accordance with the terms set forth in this RFQ cum RFP and other documents to be provided by the Authority pursuant to this RFQ cum RFP, as modified, altered, amended, and clarified from time to time by the Authority (collectively the “Bidding Documents”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “Bid Due Date”).
- 1.1.12 Bidders have to upload the details of Demand Draft towards the cost of Bid Document before the last date & time of availability of Bid Documents mentioned above at Clause 1.1.10, on the e-tendering portal, otherwise, it will not be possible for them to upload the

Bid Document for Toll revenue collection at Toll Plaza at Alternate Route to GhatkiGuni via tunnel through Jhalana Hills to connect with NH-11 (Agra Road), Jaipur

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

- 1.1.13 Online Submission of the Technical and Financial Bids after the Bid Due Date and time shall not be permitted. Time is displayed on e-procurement portal of IST (“Indian Standard Time”) shall be final and binding on Bidder. Bids are required to be submitted by Bidders, only as per the Standard Time and not the time as per their location/country.
- 1.1.14 In case of any problem with the submission of the Bid, the Bidder may have the assistance of the help desk or use the help manual given on the said website.

1.2 Brief Description of Bidding Process

- 1.2.1 The Authority has adopted a **two part bid** process for the selection of the Bidder for the award of the work. The technical bid (the “**Technical Bid**”) consisting of the Bid documents along with company /establishment profile indicating the capability experience as mentioned herein and the financial bids (the “**Financial Bid**”) containing the amount quoted by the Bidder shall be submitted online in the prescribed format before the date and time specified herein. Only those Bidders whose Technical Bids are found to be responsive (**herein referred to as Technically Qualified Bidders**) in terms of this RFQ Cum RFP, included in the on-line opening of their Financial Bids. The technically qualified Bidders may send their Authorised Representative along with the authorization letter on the letterhead of the Bidder for participating in the online opening of the Financial Bid. The date and time of opening of Financial Bids of such Bidders will be intimated to them separately by the Authority through e-portal. Financial Bids would be opened online. Only one representative of the Technically Qualified Bidder and who chooses to attend the online opening of the Financial Bids shall be allowed to attend the opening of the Financial Bids.
- 1.2.2 A Bidder is required to deposit, along with its Bid, a Bid Security of Rs. 1,82,22,000/- (Rupees One Crore Eighty Two Lakhs Twenty Two Thousand Only) (2% of the Estimated Bid Price) (the “Bid Security”) refundable no later than 60 (sixty) days from the Bid Due Date, except in the case of the selected bidder whose Bid Security shall be retained till it has provided a Performance Security. The Bidders will have to provide Bid Security in the form of a Demand Draft/ Bank Guarantee in the name of Secretary, JDA payable at Jaipur. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.3 Bids are invited for fee collection on the basis of the highest quote given by the Bidder for Total Contract Value. The Total Contract Value quoted shall constitute the sole criteria for evaluation of bids. Subject to Clause 2.10 the work will be awarded to the Bidder quoting the Total Contract Value. In this RFQ cum RFP, the term “Highest Bidder” shall mean the Bidder who is offering the highest Total Contract Value.
- 1.2.4 Generally the Highest Bidder shall be the Selected Bidder. The remaining bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFQ cum RFP be invited to match the Bid submitted by the Highest Bidder in case

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such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, either invite fresh bids from the remaining bidders or annul the Bidding Process.

- 1.2.5 The Authority will hand over Toll Plaza to the Successful Contractor on ‘as is where basis’.
- 1.2.6 Any queries or requests for additional information concerning the RFQ cum RFP shall be submitted in writing or by fax and e-mail to the officer designated in clause 1.2.7 below. The envelope/communication shall bear the following identification/title:

“Queries/Request for Additional Information: RFQ cum RFP for Toll Plaza”.

- 1.2.7 Address for Communication:

**Executive Engineer (RRP-I),
Jaipur Development Authority, Jaipur
Tel No. 0141-2569696
Email: pankaj.agarwal25@yahoo.com
Website: www.jda.urban.rajasthan.gov.in**

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1.3 Detailed NIB

1.	Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤ Name : Executive Engineer (RRP-I) Jaipur Development Authority ➤ Address : Room No. 208, Secound Floor, Court Building, JDA Campus, Indira Circle, JawaharLal Nehru Marg, Jaipur- 302004 (Rajasthan) ➤ Email : pankaj.agarwal25@yahoo.com
2.	Subject Matter of Procurement	Operation, Maintenance and Collection of user fee (toll fee) at designated Toll Plaza under Alternate route to Ghat Ki Guni via tunnel and through Jhalana Hill connection NH-11 (Agra Road), Jaipur in the State of Rajasthan
3.	Bid Procedure	<ul style="list-style-type: none"> ➤ Two Envelope System; open competitive bidding as per e-Bid procedure at http://eproc.rajastha.gov.in
4.	Bid evaluation Criteria (Selection Method)	<ul style="list-style-type: none"> ➤ H1 (eg. Highest Cost based Selection (HCBS)-H1)
5.	Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	<ul style="list-style-type: none"> ➤ Websites: www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in, www.jda.urban.rajasthan.gov.in
6.	Website for online Bid application participation and payment *	<ul style="list-style-type: none"> ➤ Website: www.jda.urban.rajasthan.gov.in ➤ For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, ➤ online only. <ul style="list-style-type: none"> ○ Bidding document fee: Rs.11000/- Rupees (Eleven Thousand Only) ○ RISL Processing Fee: Rs. 2500/- (Rupees TwoThousandFive Hundred Only) ➤ Online/Bank Guarantee <ul style="list-style-type: none"> ○ Bid Security Deposit (BSD) as detailed below.
7.	Estimated Procurement Cost	<ul style="list-style-type: none"> ➤ INR 91.11 Cr (Ninty One Crore Eleven Lacs only)

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8.	Bid Security	<ul style="list-style-type: none"> ➤ Amount (INR): *2% (Rs. 1,82,22,000/-) of estimated Procurement cost. ➤ Amount (INR: 2% For contractors registered (AA) in appropriate class with CPWD, Postal, Telegram, Railway, MES, Other State Government/Central Government undertakings/ organizations of Estimated Procurement Cost. (The bidder must capable to bid in the bid as per their enlistment) ➤ 0.5 % for Bidder registered (AA) in appropriate class in JDA ➤ In case of department of state govt. and undertaking corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned and govt. undertakings of central govt. shall submit a bid securing declaration in lieu of Bid Security. ➤ Bid Security deposit can be deposited either online or in the form of Bank Guarantee in favour of Secretary, JDA, Jaipur payable at Jaipur. The bidder will provide details of BGviz No., issue date, expiring date etc on online tendering system of JDA. ➤ A copy of this BG is to be attached with the document during uploading.
9.	Applying Bid and making Online Payment on JDA portal (www.jda.urban.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start Date: 16.08.2024 at 9.30 AM ➤ End Date : 14.09.2024 at 6.00 PM ➤ In case EMD in form BG, Original Bank Guarantee is to be submitted from date 17.09.2024 at 9.30 am to date 20.09.2024 at 10.00 AM in Room No NB-III, 215E of DD (E&B), Jaipur Development Authority by 9.30AM to up to 6.00 PM
10.	Bid Submission on e-Procurement Portal of GOR (www.eproc.rajasthan.gov.in)	<ul style="list-style-type: none"> ➤ Start Date: 16.08.2024 at 9.30 AM ➤ End Date : 14.09.2024 at 6.00 PM
11.	Date/Time/Place of Pre-Bid	<ul style="list-style-type: none"> ➤ 28.08.2024 at 3.00 PM Manthan Hall, JDA, Jaipur
12.	Date/Time/Place of Technical Bid Opening	<ul style="list-style-type: none"> ➤ Date 20.09.2024 at 11.00 AM in Room No. 208, Secound Floor, Court Building, JDA Campus, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)

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13.	Date/Time/Place of Financial Bid Opening	Will be intimated later to the technically qualified bidders on E-proc portal. Room No. 208, 2nd floor, Court Building, JDA Campus, Indira Circle, Jawahar Lal Nehru Marg, Jaipur- 302004 (Rajasthan)
14.	Bid Validity	➤ 120 days from the bid opening date
15.	Completion period of work	➤ 72 Months

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Process for Tender Participation & Depositing Payment on 'Online Tender Participation' Portal of JDA & Bid Submission on 'e-Procurement Portal' of Government of Rajasthan: -

A*Process for Tender Participation & Depositing Payment on 'Online Tender Participation' Portal of JDA

1-Participate in tender

- a) Bidder can access 'Online Tender Participation' Portal of JDA at <https://jda.urban.rajasthan.gov.in/jda> or by Single-Sign-On at <http://service.jaipurjda.org>.
- b) Create user Login with a valid mobile number to register yourself for various Online Services of JDA.
- c) Select 'Proceed as Citizen' and then 'Proceed for Subscription' for 'Tender Online Payment'. The prevailing plan for getting registered for tendering process of JDA is Rs. 500.00 with a validity period of 3 Years (renewable).
- d) After successful payment, re-login and upload required documents for KYC (Know Your Client) compliance as per the type of entity viz. Individuals/ Company/ Partnership Firms/ Trusts & foundations. Besides, Bank Passbook / Cancelled Cheque consisting of Bank Account, IFSC Code is mandatory to be uploaded, to refund the bid security of unsuccessful bidder.
- e) After receiving the payment successfully and approving KYC documents the bidder will be authenticated by JDA for taking part in Tender.

2-Deposit Tender Fee, RISL processing fee and Bid Security (EMD)

- **Option-1:** Payment Gateway (Aggregator)
The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from anywhere any time till the closing date & time of bid participation.
- **Option-2:** Electronic Fund Transfer (EFT: NEFT/RTGS)
If the bidder selects payment mode as EFT (NEFT/RTGS), "Paying Slip for EFT (NEFT/RTGS)" will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation.

3-Deposit Bid Security (EMD)

The Bid Security (EMD) can be submitted through Bank Guarantee (BG). Bidder may opt Bank Guarantee (BG) against Bid Security (EMD), for which bidder requires to prepare BG before applying in the tender. The detail of BG requires to be fed on 'Online Tender Participation' Portal of JDA before paying balance amount (Tender Fee + RISL Processing Fee). This balance amount will be paid through Payment Gateway only, option to make balance payment through EFT (RTGS/NEFT) will not be available.

4-Obtain Bid Participation Receipt

After confirming payment, the bidder will get Bid Participation Receipt based on which user will get the payment details along with other details for bidding on e-Procurement portal of GOR.

- In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the 'Bid Participation Receipt' will be generated on real time basis.
- In case complete payment is done through Payment Gateway, on successful transaction the 'Bid Participation Receipt' will be generated on real time basis.
- In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) 'Bid Participation Receipt' will be available on Login of Bidder on JDA portal.

B-Bid Submission on 'e-Procurement Portal' of Government of Rajasthan**

- 1- Online e-Bid can be submitted after registration at e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in
- 2- It is mandatory to upload Bid Participation Receipt with the bid submission.
- 3- Details of online payment available on Tender Participation Portal of JDA have to be filled in 'offline payment' section of e-Procurement portal.

Note

- 1- Bidder (authorized signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal.
- 2- In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
- 3- To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can

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procure the same from any CCA approved certifying agency, i.e., TCS, Safecrypt, nCode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).

- 4- JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5- Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
- 6- Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested in training may contact e-Procurement Cell, DoIT&C for booking the training slot.

Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in

Address: e-Procurement Cell, JDA, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur

- 7- The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8- No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9- Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 10- The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

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Jaipur Development Authority, Jaipur.	
Bid Participation Receipt	
	Date & Time:-
Bid Detail	
Bid ID:	Procurement Entity:-
Bid Title:	
Bid Value:	Bid Opening Place:
Bidder Detail	
Name of Entity:	Mobile No.:
Registration Type:	Instrument Amount:
Payment Mode:	Payment Channel:
Instrument No.:	Instrument Date:

Dates Detail		
Sr. No.	Event Name	Event Date
1	Publishing Date	
2	Bid Opening Date	

Specific Instrument for eProc Rajasthan			
Instrument Type			
Instrument Number	Head Name	Amount	Date
	Tender Fee		
	RISL Processing Fee		
	Bid Security Deposit		
Issuer Detail: Jaipur Development Authority		Challan Number:	

More details about Registration Process, Terms and Conditions and FAQ along with contact detail is available on JDA website www.jda.urban.rajasthan.gov.in.

2. INSTRUCTIONS TO BIDDERS

2.1 General Terms of Bidding.

- 2.1.1 No Bidders shall submit more than one bid for the work. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFQ cum RFP, the detailed terms specified in the draft Contract Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to affect in addition to its obligations under the Contract Agreement.
- 2.1.3 The Bids should be furnished in the format at Appendix-1, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicating in words shall be taken into account.
- 2.1.4 The Bid shall consist of Six Year Remittance to be quoted by the Bidder payable to the Authority on monthly basis as per terms and conditions of this RFQ cum RFP and provisions of the Contract Agreement.
- 2.1.5 The Bidder shall deposit a Bid Security of Rs.1,82,22,000/- (Rupees One Crore Eighty Two Lakhs Twenty Two Thousand Only) in accordance with the provisions of this RFP. The Bid Security shall be in the form of a Demand Draft/BG in favour of Secretary, JDA, payable at Jaipur.
- 2.1.6 The validity of the Demand Draft/BG shall not be less than 90 (ninety) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 60 (sixty) days from the Bid Due Date except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided the Performance Security.
- 2.1.7 Any condition of qualification or any other stipulation containing the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.8 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in the English language.
- 2.1.9 The documents including this RFQ cum RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.9 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document, or any information provided along therewith.
- 2.1.10 This RFQ cum RFP is not transferable.
- 2.1.11 Any award of Contract pursuant to this RFQ cum RFP shall be subject to terms of Bidding Documents.

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2.2 Cost of Bidding.

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

2.3 Site Visit and Verification of Information.

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

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

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

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

2.4 Verification and Disqualification:

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

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

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

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

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

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

2.5 Eligibility of Bidders.

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

- (i) The Bidder may be a
 - (a) Company registered under the Indian Companies Act, 1956;
 - (b) Partnership Firm registered under the Indian Partnership Act, 1932;
 - (c) Partnership Firm registered under the Limited Liability Partnership Act, 2008;
 - (d) Cooperative Society/Ex-servicemen Society registered under any Cooperative Societies Act (of any state in India) or under Multi-State Cooperative Societies Act, 2002 (of any state in India) or under Mutually Aided Cooperative Societies Act (of any state in India);
 - (e) Proprietary Firm; or
 - (f) Individual.
 - (g) A Wholly owned subsidiary of a Company registered in India of a Foreign Company having requisite experience. For considering the experience of the Parent Company, the subsidiary Company registered in India should provide the following undertaking from their Parent Company confirming thereby:
 - i. Perpetual and unconditional access to assets, intellectual property, expertise, personnel and facilities of the Parent Company to the Indian subsidiary ;
 - ii. Sharing of risks and profits of the Indian subsidiary by the Parent Company; and

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- iii. That the Parent Company has sufficient representation in the management of Indian subsidiary to control the activities of the Subsidiary company.
- (ii) The Bidder may be a single entity or a group of entities (the “**Consortium**”). However, no Bidder applying individually or as a member of a Consortium, as the case may be can be a member of another Bidder. The term Bidder used herein would apply to both a single entity and a Consortium.
- (iii) The entities/partners (in case of partnership firm) which were removed/debarred by PWD/AUTHORITY/ MORTH based on the basis of their performance in toll collection or any other assignment or for any other reason including fraudulent and corrupt practices etc. are not eligible to submit their Bids.
- (iv) The entities/partners (in case of partnership firm) having dispute/litigation with JDA, Jaipur shall not be eligible to submit their bids.

2.5.2 Qualification criteria for eligible bidders.

2.5.2.1 Technical Criteria

- (1) The bidder should have toll revenue in at least one similar nature of work in last seven (07) financial year (including current year, if opted by the bidder) of value not less than 50% of the estimated amount of toll collection (bid cost).
- (2) Certificates issued by Government of India, State Governments, Union Territory, Government Undertaking, Autonomous bodies shall only be considered
- (3) Litigation History: Bidder should provide an accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last seven years. The entities/partners (in case of partnership firm) having dispute/litigation with JDA shall not be eligible for participating in the bid.
- (4) The entities/ partners (in case of partnership firm) which were removed/debarred by PWD/Authority/MoRTH/Government Undertaking/Autonomous bodies based on the basis of their performance in toll collection or any other assignment or for any other reason including fraudulent and corrupt practices etc are not eligible to submit their bids.

2.5.2.2 Financial Criteria

- (1) The bidder should have achieved an annual financial turnover of at least 60% of the estimated cost (bid value) in any one of the seven (07) financial years (including current year, if opted by the bidder)

Note:

- (a) The bidder should enclose certificate of turnover from Chartered Accountant for last seven financial year & audited balance sheet of the year which is considered by the bidder in criteria as above.
 - (b) If current year or last year has been opted by bidder whose balance sheet is not submitted till the submission of bid then certificate from chartered accountant should be enclosed.
- (2) The present price level for turnover, the previous years value shall be given weight age of 10% per year as follows:
 - (a) For current year : Factor 1.00

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- (b) For First last financial year : Factor 1.0
- (c) For Second last financial year : Factor 1.10
- (d) For Third last financial year : Factor 1.21
- (e) For Fourth last financial year : Factor 1.33
- (f) For Fifth last financial year : Factor 1.46
- (g) For Sixth last financial year : Factor 1.60
- (h) For Seventh last financial year : Factor 1.76

Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 months of the closing of the latest financial year of a bidder, it shall ignore such financial year for the purposes of its bid and furnish all its information and certification with reference to 7 (Seven) years, as the case may be, preceding its latest financial year.

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

In the case of a Partnership firm/Proprietary firm, the net worth of the firm shall be considered. In the case of Individuals, the capacity of the individual for the applicable financial year shall be considered on the basis of a valuation certificate from a registered valuer and certification of the same by a Chartered Accountant.

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

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

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

2.6 Preparation and Submission of Bids.

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

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

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

- (i) Copy of demand draft of Rs.11000/- (Rupees Eleven Thousand Only) in favour of Secretary, JDA, Jaipur payable at Jaipur towards the cost of the Bid Documents.
- (ii) Copy of demand draft of Rs. 1,82,22,000/-(Rupees One Crore Eighty Two Lakhs Twenty Two Thousand Only)in favour of Secretary, JDA, Jaipur payable at Jaipur towards Bid Security.
- (iii) To participate in the bidding, it is mandatory for the Bidders to register to have valid registration of their firm with the e-procurement portal and to have an active

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user ID and password. Further, Tender Processing Fees for e-procurement portal in favour of Managing Director, RajCOMP Info Services Limited (MD, RISL) for Demand Draft of Rs2500/- (Two Thousand Five Hundred only).

Bidders who encounter system difficulties may reach the Help Desk at phone numbers and email addresses: Help Desk no. 0141-2569696 E-mail: eproc@rajasthan.gov.in

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

- (iv) Certificate(s) from its statutory auditors/chartered accountant firm (duly enrolled with ICAI) specifying the net worth and cash accruals of the Bidders, in the format provided in Annex II of Appendix I.
- (v) In the case of an individual, a valuation certificate of the assets in the name of the individual duly certified by a registered valuer and certification of the same by the Chartered Accountants is required. The assets shall be valued at circle rate. In case circle rates are not available, the rates taken in any registration shall be considered and a copy of such registrations is to be provided. Copy of the Registration Certificate of the valuer shall be enclosed. The individual shall also give a declaration that all loans and liabilities have been considered for calculation of the Net Worth.
- (vi) The Bidders shall attach copies of the _____ balance sheets _____ and financial statements for 7 (Seven) years on the basis of which Cash Accrual and Net Worth have been calculated. The financial statements shall:
 - (a) Reflect the financial situation of the Bidder;
 - (b) be audited by a statutory auditor/C. A. firm (duly enrolled with ICAI);
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
- (vii) Certified copy of latest income tax return duly acknowledged by the Income Tax Department.
- (viii) Certified copy of the certificate of enrolment of Chartered Accountants with ICAI.
- (ix) Certified copy of the registration certificate of the valuer.
- (x) Power of Attorney duly notarized favouring the authorized representative from all the partners in case of Partnership firm, Chief Executive/Secretary/Director in case of the Company/Society, as the case may be, showing the authority delegated to the representative to submit the Bid or participate in the Bidding Process and to sign the contract, in case of their selection. In case of individual/ proprietary firm, the copy of the photo I card (voter I card/ driving licence/passport, etc) shall be submitted duly attested by a gazetted officer in support of his identity and to verify

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the signature.

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

Or

Certified copy of solvency certificate issued by the District Magistrate or his authorized representative duly countersigned by the District Magistrate for the value not less than the required Net Worth for the plaza in favour of the company/partnership firm/society/proprietary firm/individual as the case may be, issued upto 02 years before the Bid submission date.

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

In any case, if there is any pending dispute between the AUTHORITY and the eligible Bidder, details of the same shall be provided.
- (xiv) A statement in the form provided under Appendix I Annex IV 'Statement of User fee collection work in hand and for which Bid has been submitted'.
- (xv) * In case the Bidder is a partnership firm, attested copies of the partnership deed with a certificate of registration.
- (xvi) * In case of a cooperative society, an attested copy of Bye-laws and registration certificate.
- (xvii) * In case of a company, an attested copy of the Certificate of Incorporation and Certificate of Commencement of Business (if applicable).
- (xviii) Technical Bid in the form annexed as Annex V of Appendix I.
- (xix) **Financial Bid in the form as provided on e-portal, the complete Bidding**

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Document can be viewed/ downloaded by the Bidder from the e-procurement website. Bidders are required to download, print, fill-up, sign, and scan the bidding forms, for upload in the relevant envelopes on the above website. (As indicated, the forms must be completed without any alteration to the text and no substitute shall be accepted.)

- (xx) Letter comprising the Bid in the format provided in Appendix I

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

2.8 Modification Substitution/Withdrawal of Bids

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

2.9 Rejection of Bids

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

2.10 Clarifications during Bid Evaluation

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

2.11 Amendment of RFQ cum RFP

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

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

2.12 Language of Bid

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

2.13 Bid Due Date

2.14.1 Bids should be submitted before 18.00 hours IST on the Bid Due Date at the address provided in Clause 1.2.7 in the manner and form as detailed in this RFQ cum RFP.

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

2.14 Bid Validity

The bid shall remain valid for a period of 120 (One hundred and Twenty) days from and including the last date of submission of the Bid or for such an extended period as is mutually agreed upon.

2.15 Late Bids

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

2.16 Bid Security

3.17.1 The Bidder shall deposit a Bid Security of Rs.1,82,22,000/- (Rupees One Crore Eighty Two Lakhs Twenty Two Thousand Only) in accordance with the provisions of this RFP. The Bid Security shall be in the form of a Demand Draft/BG in favour of Secretary, JDA, payable at Jaipur. The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free

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

2.17.3 Save and except as provided in Clauses 1.2.2 above, the bid security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by the Authority, and in any case within 60 (sixty) days from the Bid Due Date. Where the Bid Security has been paid by deposit, the refund thereof shall be in the form of account payee Demand Draft/RTGS in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said demand draft be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given in the Bid.

2.17.4 The Selected Bidder's Bid Security will be returned, without any interest, upon furnishing the Performance Security by the Bidder in accordance with the provisions of this RFQ cum RFP. The Authority may, at the Selected Bidder's option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of this RFQ cum RFP.

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- 2.17.5 The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter-alia in any of the events specified in Clause 2.17.6 herein below. The Bidder, by submitting its Bid pursuant to this RFQ cum RFP, shall be deemed to acknowledged and confirmed that the Authority will suffer loss and damage on account of withdraw of its Bid or for any other default by the bidder during the period of Bid Validity as specified in this RFQ cum RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
- 2.17.6 The Bid Security shall be forfeited and appropriated by the Authority as mutually agreed genuine pre-estimated compensation and as damages payable to the Authority for inter-alia, time cost and effort of the Authority without prejudice to any other right or remedy that may be available to the Authority here under, or otherwise, under the following circumstances:
- (a) If a Bidder submits a non-responsive Bid;
Subject, however, that in the event of encashment of Bid Security occurring due to operation of Para 2.17.6 (a) above, the damages so claimed by the Authority shall be restricted to 5% of the value of the Bid Security.
 - (b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFQ cum RFP
 - (c) If a Bidder withdraws its Bid during the period of Bid Validity as specified in this RFQ cum RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
 - (d) If the Bidder does not accept the correction of the Bid price, pursuant to Clause 3.1.4
 - (e) In the case of Selected Bidder, if it fails within the specified time limit
 - (i) to sign and return the duplicate copy of LOA; or
 - (ii) to furnish the Performance Security within the period of prescribed therefor in the RFQ cum RFP.

2.17 Performance Security

- 2.18.1 Within 15 (fifteen) days from the date of issuance of the LOA, the successful Bidder shall furnish to the authority Performance Security consisting of
- (a) Bank Guaranteepayable at Jaipur and
 - (b) a bank guarantee in favour of Secretary, JDA, payable at Jaipur as per the format enclosed as Schedule-VI prescribed by Authority from any Nationalized/Scheduled Bankfor (an amount equal to three (3) month agreed remittance), valid for a period of 76(Seventy Six)months from the Bid Due Date for the due observance of the terms and conditions contained herein and the performance of its obligation as per the contract to be entered into for 72 (Seventy Two) months.An amount equal to three (03) month agreed remittance which shall be revised in accordance to 10% increament in toll fee as per Gazette notification dated 02.04.2007.

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If the successful Bidder desires that the Rs. 1,82,22,000/- (Rupees One Crore Eighty Two Lakhs Twenty Two Thousand Only) should be adjusted towards performance security, then the Bidder has to remit the balance amount towards Performance Security as stated at (a) above in addition to submission of the bank guarantee as stated at (b) above.

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

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

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

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

The Authority will hand over Toll Plaza to the User Fee Collection Agency in the condition on “as is where basis” as existing on 7 days prior to date of commencement of the work. The contractor shall hand over the toll plaza to the authority ‘as is where basis’ on completion of his contract period is.

2.19 USER FEE RATES:

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

2.20 REMITTANCE OF AGREED AMOUNT:

The User Fee shall be collected by the successful Bidder and the agreed amount shall be remitted to the Authority on monthly basis, latest by 5th of every month by way of RTGS,

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drawn in favour of Secretary, JDA, Jaipur. The remittance amount to JDA shall be increased @ 10% in accordance to increase in user fee (toll fee) after every two years as per schedule-I (Fee Rates).

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids :

3.1.1 Opening and evaluation of Bids will be done through the online process. The Authority shall open online received bids at 15.00 hrs. on the Bid Due Date, in the presence of Bidders who choose to attend. The Authority will examine and evaluate the Bids in accordance with the provisions set out in section 3.

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

3.1.3 Correction of Errors:

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

- a) Where there is any discrepancy between the amounts in figures and words, the amount in words shall prevail.
- b) Where there is a discrepancy between the total amount payable for a period and the amount to be paid per month, the total amount for that period shall prevail.
- c) For calculating the monthly amount, the amount quoted for 60 (Sixty) months shall be divided by the total number of months in the contract period and shall be rounded off to the nearest one rupee.
- d) The amount stated in the Bid will be adjusted by the Authority in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected and the Bid Security will be forfeited.

3.2 Tests of responsiveness

3.2.1 Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFQ cum RFP. A Bid shall be considered responsive only if:

- (a) it is received as per the format in Appendix-I.
- (b) it is received by the Bid Due Date including any extension thereof pursuant to Clause 2.14.2.
- (c) it is accompanied by the Bid Security as specified in Clause 2.1.5.
- (d) all the documents to be submitted in physical form on or before the deadline prescribed, are submitted and match the documents submitted online. In case of any discrepancy between documents submitted online and documents submitted in physical form, the documents submitted online shall prevail.
- (e) it contains all the information (complete in all respects) as requested in this RFQ cum RFP;
- (f) it contains information in formats same as those specified in this RFQ cum RFP;
- (g) it does not contain any condition or qualification;

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

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

3.3 Selection of Bidder

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

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

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

3.3.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.3.3, the Authority may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which is higher than the Bid of the second-highest bidder in the first round of bidding.

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

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

- 3.3.6 After acknowledgment of the LOA as aforesaid and submission of Performance Security by the Selected Bidder, it shall cause the Contractor to execute the Contract Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification, or amendment in the Contract Agreement.

3.4 Contacts during Bid Evaluation

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

3.5 Award of User Fee Collection Rights:

- 3.5.1 The Contract for User Fee collection rights will be for Six years. However, the Authority reserves the right to reduce the period of Contract without any compensation and in such cases of early termination of the contract, the total amount payable by the Contractor to the Authority will be proportionately modified depending upon the period. The successful Bidder may be required to furnish such additional information as may be required by the Authority.
- 3.5.2 The Authority reserves the right to increase/decrease the contract period without assigning any reason.
- 3.5.3 The period of tolling contract shall be for Six years. Increase in remittance @ 10% in every two years will be applicable and payable to the JDA on account of the revision in user fee rates.

3.6 Signing of Contract

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

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4. FRAUD AND CORRUPT PRACTICES

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

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

5. PRE-BID CONFERENCE

- 5.1 Pre-Bid conference of the Bidders shall be convened at JDA Jaipur on 28.08.2024 at 3.00 PM. A maximum of two representatives of each Bidder shall be allowed to participate on the production of an authorization letter from the Bidder.
- 5.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process..

6. MISCELLANEOUS

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

Bid Document for Toll revenue collection at Toll Plaza at Alternate Route to GhatkiGuni via tunnel through Jhalana Hills to connect with NH-11 (Agra Road), Jaipur

Appendices

Bid Document for Toll revenue collection at Toll Plaza at Alternate Route to GhatkiGuni via tunnel through Jhalana Hills to connect with NH-11 (Agra Road), Jaipur

Appendix- I - Letter Comprising the Bid

(Refer Clauses 2.1.3 and 2.7)

**Executive Engineer (RRP-I),
Jaipur Development Authority,
Jaipur**

Sub: Bid for Collection of User Fee through User Fee Collecting Agency on the basis of Competitive Bidding at Toll Plaza situated on "**Operation, Maintenance and Collection of user fee (toll fee) at designated Toll Plaza under Alternate route to Ghat Ki Guni via tunnel and through Jhalana Hill connection NH-11 (Agra Road), Jaipur in the State of Rajasthan**".

Dear Sir,

With reference to your RFQ cum RFP document dated, I/we, having examined the RFQ cum RFP document including amendments and addendums (if any) and understood its contents, hereby submit my/our Technical and Financial Bid for the aforesaid work. The Bid is unconditional and unqualified..

1. All information provided in the Bid and in Annexes I to VI are true and correct and all documents accompanying such Bid are true copies of their respective originals
2. This statement is made for the express purpose of winning the Bid on the basis of Highest Bidder (H-1).
3. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the eligibility conditions laid down in RFQ cum RFP..
4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last seven years, we/any of the partner(s)/member(s)/director(s) have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any Work or contract nor have had any contract terminated for breach on our part.
6. I/ We declare that:
 - a) I/ We have examined and have no reservations to the RFQ cum RFP document, including any Addendum issued by the Authority.
 - b) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to Bid for the Work[s], without incurring any liability to the Bidders, in accordance with any of the Clause of the RFQ cum RFP document.
8. I/We believe that I/ we satisfy the Net Worth criteria and meet(s) all there requirements as specified in the RFP document and are/ is qualified to submit this Bid.

Bid Document for Toll revenue collection at Toll Plaza at Alternate Route to GhatkiGuni via tunnel through Jhalana Hills to connect with NH-11 (Agra Road), Jaipur

9. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast doubt on our ability to undertake the work or which relate to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by me or by any of my/our Associates / partner(s)/member(s)/director(s)
11. I/ We further certify that no investigation by a regulatory authority is pending either against me/us or against my/our Associates / partners.
12. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ cum RFP, we shall intimate the Authority of the same immediately.
13. The Statement of Legal Capacity as per the format provided at Annex-III in Appendix-I of the RFQ cum RFP document, and duly signed, is enclosed. The power of Attorney favouring the Authorised Representative from all the partners in case of Partnership Firm, Chief Executive/Secretary in case of the Society and from the Director duly authorized to execute such Power of Attorney, in case of the Company, as the case may be, showing the authority delegated to the representative to submit the bid or participate in the Bidding Process and to sign the contract, in case of their selection as per the format provided at Appendix II and III (wherever applicable) of the RFQ cum RFP, are also enclosed.
14. I/We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the selection/Bidding Process itself, in respect of the above mentioned Work[s] and the terms and implementation thereof
15. I/We agree and undertake to abide by all the terms and conditions of the RFQ cum RFP document.
16. We also certify and confirm that the Bid is submitted in the prescribed formats without any addition/deviation/alteration and our bid is unconditional.
I/We certify that in terms of the RFQ cum RFP, my/our Net worth is Rs. [.....•] (Rupees [.....•] only).

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

Yours faithfully,

Date:

Place:

(Signature of the Authorised Signatory)

(Name and designation of the Authorised Signatory)

Name and seal of the Bidder

Annex I-Details of Bidder

1. (a) Name:
(b) Addressofthecorporateheadquartersanditsbranchoffice(s),ifany, in India:
(c) Date of incorporation and/ or commencement of business
2. Brief description of the Partnership Firm/Society/ Company/ Proprietary firm/ individual including details of its main lines of business and proposed role and responsibilities in [this/ these Work(s)]:
3. Detailsofindividual(s)whowillserveasthepointofcontact/communication for the Authority:
 - (a) Name:
 - (b) Designation:
 - (c) Company/Partnership Firm/Society:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

Annex - II- Financial Capacity of the Bidder

(RefertoClause 2.7)

Bidder Type	Net Cash Accruals							NET WORTH (Year _____) (In Rs. Crore)
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	
*								

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

ANNEX-III -STATEMENT OF LEGAL CAPACITY

Ref. Date:

To,

**Executive Engineer (RRP-I),
Jaipur Development Authority,
Jaipur**

Dear Sir,

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

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

We further declare that:

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

8. No investigation by a regulatory authority is pending either against us or against our Managing Director /CEO or Key Management Personnel or Designated Partner or any of our directors/ managers/ employees

Thanking you,

Yours faithfully,

Authorized Signatory

For and on behalf of

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

(Reference Clause 2.7)

*Statement of User Fee collection work-in hand of the Authority
(Attach supporting documents)*

<i>Sr. No.</i>	<i>Name of section/chainage</i>	<i>Name of Plaza</i>	<i>Name of PIU/CMU/Authority</i>	<i>Date of award</i>

*Statement of User Fee collection work - bid submitted with the Authority
(Attach supporting documents)*

<i>Sr. No.</i>	<i>Name of section/chainage</i>	<i>Name of Plaza</i>	<i>Name of PIU/CMU/Authority</i>	<i>Status of award</i>

Annex-V- FORM OF TECHNICAL BID

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

From: Sr. No _____

Full Name: _____

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

Address: _____

(i) E-mail _____

(ii) Telephone Number _____

To

**Executive Engineer (RRP-I),
Jaipur Development Authority,
Jaipur**

Sub: ----Bid for Appointment as Contractor for User Fee Collection of user fee through user fee collecting agency on the basis of competitive bidding at toll plaza situated on "Operation, Maintenance and Collection of user fee (toll fee) at designated Toll Plaza under Alternate route to Ghat Ki Guni via tunnel and through Jhalana Hill connection NH-11 (Agra Road), Jaipur in the State of Rajasthan"

Pursuant to the Notice inviting bids issued by the **Executive Engineer (RRP-I)**, Jaipur Development Authority, Jaipur, (hereinafter referred to as "**the Authority**").

1. I / We hereby submit my / our bid for being appointed as your Contractor for a period of 6 (Six) year from the date of authorization by the Authority for collection of User Fee for the said section of the road.
2. I / We have thoroughly read and understood the terms and conditions of bid invitation for being appointed as Contractor of the Authority for the aforesaid purpose and the terms and conditions of the contract and I / We hereby agree to duly abide by them.
3. I / We herewith enclose Pay Order/ Demand Draft for an amount of Rs. -----/ (Rupees - ----- lakhs only) payable at Jaipur towards Bid Security as per Clause 2.1.5 of the RFQ cum RFP.
4. As per Clause 2.7. I / We hereby submit the following:
 - (i) Certified copy of latest Income Tax return duly acknowledged by the Income Tax Department.
 - (ii) A statement showing net worth of the entity, for not less than Rs. _____Crore (Rupees _____ only) during the applicable financial year, certified by a firm of Chartered Accountants.
 - (iii) Certificate of enrolment of Chartered Accountants with ICAI.
 - (iv) Certified copy of the registration certificate of the valuer.

- (v) Certified copy of solvency certificate issued after the date of bid Invitation Notice by any 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 a net worth of more than Rs500 Crore (Rupees Five Hundred Crores) of Indian Operations for not less than Rs...../- lakhs (Rupees only). The solvency certificate issued in the name of Co-operative Society/ Company/ Partnership firm/ proprietary firm shall be taken into account and not the value mentioned in the solvency certificate issued to individual Partners/Members/Directors. However, in the case of an individual, the solvency certificate issued in the name of the individual shall be considered.

Or

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

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

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

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

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

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

- (viii) Power of Attorney favouring the authorized representative from all the partners/Chief Executive/Secretary in case of any Society/Company, as the case may be, showing the authority delegated to the representative to submit/participate in the bid/bidding and to sign the contract, in case of appointment. In case of individual/ proprietary firm the copy of the photo I card

(voter I card/ driving licence/ passport etc) shall be submitted duly attested by a gazetted officer in support of his identity and to verify the signature.

- (ix) A Bid security Rs. 1,82,22,000/- (Rupees One Crore Eighty Two Lakhs Twenty Two Thousand Only) in the form of an account payee pay order/demand draft issued by a Scheduled Bank in India drawn in the favour of Authority and payable at Jaipur.
- (x) An undertaking in the form provided under Appendix I Annex IV 'Statement of User fee collection work – in – hand and for which bid has been submitted'.
- (xi)** In case the bidder is a Partnership Firm, attested copies of the partnership deed with a certificate of registration.
- (xii)** In the case of a Cooperative Society, an attested copy of Bye-laws and Registration Certificate.
- (xiii)** In case of a Company, an attested copy of the Certificate of Incorporation and Certificate of commencement of Business (if applicable)
- (xiv) Copies of the balance sheets and financial statements for 7 (Seven) years on the basis of which Cash Accrual and Net Worth have been calculated. The financial statements shall:
 - (a) reflect the financial situation of the bidder;
 - (b) be audited by a statutory auditor/ C A Firm (duly enrolled with ICAI);
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

****Strikeout, whichever is not applicable.**

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

Yours faithfully,

Signature.

Name:

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

Date:

Designation:

Place:

Address:

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

--

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

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

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

Compliance with the Code of Integrity and No Conflict of Interest

Any person participating in a procurement process shall-

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid-rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain an unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) Not obstruct any investigation or audit of a procurement process;
- (g) Disclose conflict of interest, if any; and
- (h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of interest:

The Bidder participating in a bidding process must not have a Conflict of Interest.

A Conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A bidder may be considered to be in conflict of interest with one or more parties in the bidding process if, including but not limited to:

- (a) Have controlling partners/shareholders in common; or
- (b) Receive or have received any direct or indirect subsidy from any of them; or
- (c) Have the same legal representative for purposes of the bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the procuring Entity regarding the bidding process; or
- (e) The bidder participates in more than one bid in a bidding process. Participation by a bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a bidder, in more than one bid; or
- (f) the bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods, works or services that are the subject of the Bid; or
- (g) Bidder or any of its affiliates has been hired (or proposed to be hired) by the procuring entity as engineer-in-charge/consultant for the contract.

Declaration by the Bidder regarding Qualifications

Declaration by the Bidder

In relation to my/our Bid submitted to **Secretary, JDA, Jaipur** for procurement of **Operation, Maintenance and Collection of user fee (toll fee) at designated Toll Plaza under Alternate route to Ghat Ki Guni via tunnel and through Jhalana Hill connection NH-11 (Agra Road), Jaipur in the State of Rajasthan** in response to their Notice inviting Bids No.....Dated.....I/wehereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entry;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the union and the state government or any local authority as specified in the Bidding Document.
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offense related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date:Signature of the bidder

Place: Name:

Designation:

Address:

Note:- Annexure “B” is mandatory to be fulfilled & signed with seal by the bidder failing which the bid shall summarily be rejected without asking any clarification.

Grievance Redressal during Procurement Process**The designation and address of the First Appellate Authority :**

For works costing up to Rs. 300.00Lakhs -Jaipur Development Commissioner, JDA, Jaipur.

For works costing above Rs. 300.00Lakhs -Executive Committee, JDA, Jaipur.

The designation and address of the Second Appellate Authority:

For works costing up to Rs. 300.00 Lakhs -Executive Committee, JDA, Jaipur.

For works costing above Rs. 300.00Lakhs -Principle Secretary/ACS, Urban Development & Housing Department, GOR, Jaipur.

(1) Filing an appeal: -

if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or the guidelines issued there under, he may file an appeal to First Appellate authority, as specified in the Bidding document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which, he feels aggrieved:

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

Provided further that in case a procuring entity evaluates the technical bids before the opening of the financial bids, an appeal related to the matter of financial bids may be filed only by a bidder whose technical bid is found to be acceptable.

(2) The officer to whom an appeal is filed under Para (1) shall deal with the appeal as expeditiously as possible and shall Endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under Para (1) fails to dispose of the appeal filed within the period specified in Para (2), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the first appellate authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the second appellate authority specified in the bidding document in this behalf within fifteen days from the expiry of the period specified in Para (2) or of the date of receipt of the order passed by the first appellate authority, as the case may be.

(4) Appeals not to lie in certain cases: -

No appeal shall lie against any decision of the procuring entity relating to the following matters, namely: -

- (a) Determination of the need of procurement
- (b) Provisions limiting the participation of bidders in the bid process
- (c) The decision of whether or not to enter into negotiations
- (d) Cancellation of a procurement process
- (e) Applicability of the provisions of confidentiality

(5) Form of Appeals: -

- (a) An appeal under Para (1) or (3) above shall be in the annexed form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, Affidavit verifying the facts stated in the appeal and proof of payment of fee,

- (c) Every appeal may be presented to the first appellate authority or second appellate authority, as the case may be, in person or through registered post or authorized representative.
- (6) Fee for filing Appeal: -**
- (a) Fee for the first appeal shall be rupees two thousand five hundred and for the second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of a bank demand draft or banker's cheque of a scheduled bank in India payable in the name of the appellate authority concerned.
- (7) Procedure for disposal of Appeal: -**
- (a) The first appellate authority or second appellate authority as the case may be, upon the filing of the appeal, shall issue notice accompanied by a copy of the appeal, affidavit and documents, if any, to the respondents and fix a date of hearing
- (b) On the date fixed for hearing, the first appellate authority or the second appellate authority, as the case may be shall-
- (i) Hear all the parties appeal presenting before him; and
- (ii) Peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the appellate authority concerned shall pass an order in writing and provide a copy of the order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the state public procurement portal.

Additional Conditions of Contract**1. Correction of arithmetical errors**

Provided that a financial bid is substantially responsive, the procuring entity will correct arithmetical errors during the evaluation of financial Bids on the following basis:

- (i) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected unless in the opinion of the procuring entity, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (ii) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (iii) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.

If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security shall be forfeited or its bid securing declaration shall be executed.

2. Procuring Entity's Right to Vary quantities.

- (i) At the time of award of the contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased, by a specified percentage, but such increase or decrease shall not exceed fifty percent, of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the conditions of the contract.
- (ii) If the Procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding document due to change circumstances, the bidder shall not be entitled to any claim or compensation except otherwise provided in the conditions of the contract.
- (iii) In case of procurement of goods or services, additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 25% of the value of goods of the original contract and shall be within one month from the date of expiry of the last supply. If the supplier fails to do so, the procuring entity shall be free to arrange for the balance supply by limited bidding or otherwise and the extra cost incurred shall be recovered from the supplier.

3. Dividing quantities among more than one bidder at the time of award (In case of procurement of Goods):-

As a general rule, all the quantities of the subject matter of procurement shall be procured from the Bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the Bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, then in such cases, the quantity may be divided between the Bidder, whose Bid is accepted and the second lowest Bidder or even more Bidder in that order, in a fair, transparent and equitable manner at the rates of the Bidder, whose Bid is accepted.

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

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

Yes	No
-----	----

(b) If yes, give details

--

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

Yes	No
-----	----

(b) If yes, give details

--

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

Yes	No
-----	----

(b) If yes, give details

--

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

Yes	No
-----	----

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

--

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

Yes	No
-----	----

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

APPENDIX- II- Power of Attorney for signing of BID

(Refer Clause 2.8)

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

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

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

For
(Signature)
(Name, Title and Address)

Witnesses:

1. Accepted

2. Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

(Notarised)

Person identified by me/ personally appeared before me/
signed before me/ Attested/ Authenticated*

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date: _____

Notes:

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

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

Appendix III- Power of Attorney for Lead Member of Consortium

(Refer Clause 2.7)

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

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

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

For

(Signature, name, designation and address)

of person authorized by Board Resolution (in case of Firm/Company)/

Partner in case of Partnership Firm

Witnesses:

1.

2.

Accepted.....

(Signature)

(Name, Title and Address of the Attorney)

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

(Signature, Name and Address of the Notary)
Seal of the Notary
Registration Number of the Notary
Date: _____

Notes:

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

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

Appendix – IV-FORM OF CONTRACT

Preamble:--

(A) This Contract is made at....., on this the _____ day of _____ 2024 by and **BETWEEN** the **GOVERNOR OF RAJASTHAN**, in his executive capacity for the Government of Rajasthan represented by the UDH, Government of Rajasthan, hereinafter referred to as “GOR”

AND

JAIPUR DEVELOPMENT AUTHORITY, JAIPUR hereinafter referred to as “**the Authority**”

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 a contract basis through its employees employed regularly or otherwise.

**** Strikeout, 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

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

()# **Strikeout, Whichever is not applicable.**

- (D) **AND WHEREAS** the Contractor undertakes to:

- (a) Comply with all the provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952;
- (b) Pay to all its personnel deployed as per the Minimum Wages Act, 1948; and
- (c) Comply with all the provisions, duties, and obligations imposed upon it by any law for the time being in force as may be applicable.

(E) **DELETE**

(F) **DELETE**

- (G) **AND WHEREAS** the Authority is desirous of engaging the Contractor to collect User Fees only at **.....toll plaza located as mentioned below in Jaipur City in the State of Rajasthan.**

S. No.	Name of Road	Toll Plaza Location (Design Chainage)
1	Alternate route to GhatkiGuni via tunnel&through Jhalana Hills connecting NH-11 (Agra Road), Jaipur km 0+100 (Jawahar Nagar Bypass) to 2+850 (Agra Road)	Ch. Km 0+500 Near Naval Kishor Sharma circle at Jaipur Agra Road, Jhalana hills, Jaipur

- (H) **AND WHEREAS** the Authority invited bids from interested entrepreneurs for collection of USER Fee for the use of the said Section of road for a period of Six years. The Contractor is one of those bidders who submitted bid and quoted in its offer that, in lieu of transferring User Fee collection rights of JDA, Jaipur for the said Section of the road for the

aforementioned period, the Contractor shall remit the following amount to the Authority so as to be received by the Authority latest by 5th of every month and if that day 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 road. The remittance shall be as follows:

S. No.	Period	Total Amount Payable by the Bidder to the Authority(Secretary, JDA, Jaipur payable at Jaipur) for the period mentioned in column B	Amount to be paid per month
A.	B.	C.	D.
a)	(From DD/MM/YYYY 8.00 hrs to DD/MM/YYYY 8.00 hrs) Six years	Rs. _____/- (_____ in words)* - - -	Rs. _____/- (_____ in words)*

***(Period of Contract shall be Six Year.The Toll Rates from the Project Road users are to be charged as mentioned in schedule-I. These rates will be same till date 31.03.2025. This rates mentioned in schedule-I(Fee rates) is to be increased by 10% after every two years in the month of April, rounded off to the nearest multiple of Rs. 5/- which is solely on the discretion of Authority. If Successful bidder (who has been awarded the right of Toll Collection as a result of this bid) does not want to continue toll collection after due date of completion, then it has to give his unwillingness 150 days before the due date of completion).**

- **The monthly amount shall be counted as the total contract value divided by the no. of months in 5 years irrespective of the days in any month.**
- **The amount quoted above shall be exclusive of the TCS. GST and any other tax and charges, as applicable shall be borne by the bidder over and above the quoted amount.**

- i) **AND WHEREAS the Authority has Authorised** to enter into this Contract with the Contractor,
- ii) **And Whereas, the Authority has authorized the** (hereinafter referred to as **“the said (to be authorized)”**) to supervise and discharge of various functions to be performed by the Contractor under this Contract.
- (H) In case of non-operation/partial-operation of Toll Plaza located on the said road due to Force Majeure, the Contractor shall deposit the actual collection excluding all expenses involved for toll maintenance due to its non-operation.
- (I) **AND WHEREAS** the Contractor has authorized Sh. / Smt. _____, S/o or D/o _____, who is _____ (Partner/Director/Member) of the Contractor to enter into this contract with the Authority. (*Enclose the proof of authorization clearly stating relation of the person authorized, with the Contractor*)
- (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, in consideration of the foregoing and the respective covenants and agreements set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. ENGAGEMENT OF CONTRACTOR:

In consideration of the Promises, 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 road.

2. PERIOD OF CONTRACT:

- (i) “The Contract shall be for a period of 72 months beginning on [insert date] from _____ (8.00 hrs.) to _____ (8.00 hrs.), (hereinafter referred to as **“Sixyear”**) However, in case of urgency, the Authority reserves the right to increase the contract period upto one year.

OR

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

Note: The Start Date of the Contract shall be within 7 days from the date of signing of the Contract Agreement or the date indicated by the Authority in LOA.

3. RATE OF USER FEE:

- (a) The Toll Rates from the Project Road users are to be charged as mentioned in schedule-I (Fee rates). These rates will be same till date 31.03.2025. This schedule of rates is to be increased by 10% after every two years rounded off to the nearest multiple of Rs. 5/-
- (b) The notification in Rajasthan Gazette dated 02.04.2007 shall be applicable as base for charging of Toll fee (Notification attached). As per the notification, the toll fee applicable for the year 2023-2024 & 2024-2025 is as under:

Table of Current Rates

Sl No	Type of vehicles	Fee rate for vehicle for one way trip (in rupees)	Fee rate for vehicles for return trip in a day (in rupees)
(1)	(2)	(3)	(4)
1.	Motor Lorries, Buses, Mini Buses and other heavy machinery e.g. earthmoving machinery	85.00	130.00
2.	Trucks with registered laden weight upto 05(Five) Tonnes	110.00	165.00
3.	Trucks with registered laden weight more than 05(Five) Tonnes	170.00	255.00
4.	Multi-axle trucks/trailers	275.00	415.00

- (c) The Contractor specifically undertakes not to claim during the continuity of the Contract any change including addition, deletion, and change in the classification mentioned or the rate of User Fee specified in the Notification referred above and appended to this Contract as Schedule I for any reason whatsoever, under any circumstance.
- (d) The Contractor shall not be allowed to make its own interpretation about a particular type of vehicle attracting a particular rate so as to charge a higher rate from a particular type of vehicle. The decision of the Authority on such matter shall be final and binding.

4. COLLECTION ONLY AT PRESCRIBED RATE:

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

5. CHANGE IN THE RATE OF USER FEE:

- (a) The Toll Rates from the Project Road users are to be charged as mentioned in schedule-I (Rate of Fee). These rates will be same till date 31.03.2025. This schedule of rates is to be increased by 10% after every two years(i.e. on 1st April 2025, 2027, 2029.....) rounded off to the nearest multiple of Rs. 5/-

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 six years. Provided that the Contractor shall not commence collection if a published copy of the USER Fee notification in the Official gazette is not made available by the Authority. The Authority can also change any date communicated earlier

for the commencement of collection of USER Fee for other reason/s, as considered necessary.

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

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

7. EXEMPTION OF VEHICLES AND CONCESSION:

- (a) Type(s) of vehicles exempted as stated in the Schedule I appended to this Contract could be varied at any time either by the Authority or by the State Government of Rajasthan. Such variance, unless impact on his collection is considered more than half a percent in a year requiring renegotiation of terms of the Contract, shall not alter the liability of the Contractor to remit the specified monthly amount and shall also not affect any other terms and conditions of this Contract.
- (b) All exemptions available to users under the Rajasthan State Government vide Notification No. GSR 32 dated May 29, 2015, shall be honoured by the Contractor.
- (c) The Contractor shall ensure to provide monthly and daily pass for multiple journeys in accordance with the provision in the Notification appended in Schedule--I. In case of any dispute about the eligibility of any user about a particular concession or about the operating procedure, the decision of the Authority concerned or his authorized representative shall be final and binding.
- (d) If the Authority is satisfied that exemption or concession available to an otherwise eligible user for whatsoever reason, has been denied, the Contractor shall be liable to pay 100 (Hundred) times of the value of USER Fee charged from such eligible user as a penalty within 7 days of the issue of a notice by the SE-12 in this regard.

8. PLACE OF COLLECTION:

The Contractor shall collect User Fees only at Toll Plaza at design Ch. Km. 0+500 at **Alternate route to Ghatki Guni via tunnel & through Jhalana Hills connecting NH-11 (Agra Road), Jaipur.**

(a). Where permanent USER Fee Collection Booth(s) are notified by the Authority. Such a booth(s)/plaza/plaza area cannot be used or allowed by the Contractor to be used by others for any other purpose; including for the sale of any commodity or advertisement.

Any advertisement in the entire project area is strictly prohibited due to serpentine route. Any deviation will be treated as non-compliance and action shall be taken under Clause 39 (4).

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

(c). The Authority reserves the right to change the location of the collection point including the right of addition, removal, and merger of the number of USER Fee collection points as notified through fee notification from time to time. In case of a plaza being closed by any of such notification, the contract shall become to an end and the performance guarantee of the contractor shall be refunded in compliance with other provisions of the contract in this regard.

9. DIVERSIONS:

- (a) The Contractor has surveyed the said Sections of the road and surrounding area including any access or diversion(s) and the Contractor has submitted its bid taking into consideration all such access or diversion(s) or any diversion of traffic due to deterioration in road conditions or closure of the road for maintenance work, whether existing or likely to come in the future which any road user may opt, inter-alia, to avoid payment of the USER Fee by bypassing the USER Fee collection booths.
- (b) The Contractor undertakes that, he shall not make any claim for any decrease in traffic on the ground of diversion of the traffic as per clause 9(a) above, even if such diversion did not exist at the time of submission of the bid by the Contractor.
- (c) The Contractor will not be entitled to (a) close; and (b) demand closure by any authority whatsoever, of any lateral entry to the said section of the road 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 booth at 8.00 hrs on signing the contract to the Contractor for the purpose of USER Fee collection on the said Section of the road.
- (b) The Authority has the right to entrust the USER Fee plaza(s) earlier than the date mentioned in Clause (a) above, subject to fulfillment of other conditions of the Contract. In such an event, the Contractor's obligation to remit the agreed amount will begin from the date of such handing over itself, without any extension in the period of the Contract.
- (c) In case, the Authority fails to handover the User Fee Plazas on the date and time mentioned in Clause (a) above and hands over the same anytime after the date and time mentioned in clause (a), the Contractor is entitled to the same period of the Contract as provided under clause 2, without any reduction in the period of the Contract.
- (d) In such case, as mentioned in (b) and (c) above, the contract period along with the obligation of the total amount payable by the Contractor to the Authority as mentioned under column B (i.e. Period) & C (i.e. total amount payable by the contractor to the Authority) of the table mentioned earlier shall remain same and commence from the date and time of actual handing over the User Fee plaza.
- (e) The Contractor shall handover the User Fee Plaza(s) on 8.00 hrs of the following day on the completion of the period of Contract as per Clause 6 above.
- (f) In case, the Contractor fails to handover the User Fee Plaza on 8.00 hrs of the following day of the completion period of the Contractor in case of termination of the Contract on the last day and the time given in the notice for termination to the

Authority together with all the equipments, facilities and articles in good condition, the Contractor shall be liable to pay, to the authority a penalty equal to twice the average amount, arrived on the basis of the quoted amount in the bid, for each day in addition to payment of proportionate User Fee at the Contract rate for the period of overstay. The Contractor shall also be liable to pay to the Authority such cost of infrastructural facilities, equipment, and all other articles as are not in good condition or may be fixed by the Authority, PIU/CMU/ Authority/ of the Authority whose decision in the matter shall be final.

- (g) Upon expiry of contract period/termination within 7 days, the Contractor shall submit a statement giving details of payments of monthly remittances and TCS during the entire contract period along with delay (if any) and calculation of interest and penalty for delay in depositing the remittances, etc, for settlement of all accounts of the Contractor and issuance of “No objection Certificate” by the Authority. No dues certificate shall be issued not later and within 15 days after settlement of the accounts.

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

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

12. REQUIREMENT OF PERSONNEL FOR USER FEE COLLECTION:

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

The number, qualification & experience of personnel to be deployed should be in accordance 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 the free flow of traffic.

13. DEPLOYMENT OF PERSONNEL:

- (a) The Contractor shall ensure that the personnel deployed by it for discharging its duties under this Contract are of good health, of the highest integrity, punctual, well dressed, well-behaved. and of qualification & 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 underwent, good health, good character **alongwith Character Verification Certificate issued by the police department**, personal residential addresses, telephonenumber, copy of Aadhar Card and recent photographs. The required details for key personals shall be submitted to the **Executive Engineer (RRP-I)**, Office and that of other staff to **Executive Engineer (RRP-I)** before 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 Trousers and sky blue check shirt will be the uniform for collection staff for summer. In winter navy blue pullover, warm navy blue trousers and sky blue check shirt will be the uniform of the collection staff. Shoes and socks should be Black. The shirt should bear the name of the agency and the employee displayed in embroidery in a readable size.
- (d) The Authority reserves its right to object to the deployment of any personnel for any reason in which case, such person or persons being objected to by the Authority shall be removed by the Contractor forthwith and replaced within a day from such removal.
- (e) The personnel deployed by the Contractor shall not misconduct/misbehave with the members of the public and shall observe strict discipline and decency in their behavior.
- (f) The Authority shall not be liable for any misconduct or misdeeds or any act or incident involving the Contractor or any of its personnel in any criminal or civil case the Contractor shall be responsible for consequences and if any such incident takes place, the Contractor shall forthwith intimate the said incident to the Authority.
- (g) The Contractor specifically agrees that the personnel deployed by it, will not in any way claim employment with the Authority. The Contractor shall be solely responsible for any dispute raised by the personnel deployed by him either during the term of the Contract or thereafter.
- (h) The frequent replacement of key personnel is not desirable unless they are found involved in malpractices or non-compliances. However, if need be, permission for the replacement of key personnel/ other staff will be obtained from the Executive Engineer (RRP-I) concerned in advance. The Executive Engineer (RRP-I), if satisfied with the reasons submitted to him, may allow such replacement after verifying the CVs strictly in accordance with the requirements prescribed in the schedule- III.
- (i) The Authority is in process of introducing new electronic technologies for the USER Fee collection system by installing electronic equipment already developed or being developed by various companies/agencies. The contractor shall extend full co-operation in installation, operation, and maintenance of such a system and will be bound by the advice of the authority in this regard.
- (j) The engagement of at least 30% Ex-serviceman (ESM) is mandatory. However, in case of non-availability of ex-servicemen, Executive Engineer (RRP-I), JDA, Jaipur be requested to relax the requirement considering the overall capabilities and arrangement made by the agency for transparent and effective toll collection at Plaza.

- (k) In case of non-deployment of key personnel by the Contractor as per the requirements stated under Schedule III, the Authority reserves the right to levy liquidated damages @ Rs. 50,000/- per week for the period of delay in deployment of the every key personnel. In case the key personnel is not deployed for the period beyond 30 (thirty) days, the Authority may, in addition to the liquidated damages, initiate strict penal action against the Contractor.

14. INTER SE RELATIONS:

- (a) In all circumstances, it is clearly understood by the parties that the personnel deployed by the Contractor shall have no connection whatsoever with the Authority and the relationship of master and servant or employer and employee shall be only between the Contractor and the personnel deployed by it.
- (b) However, if considered necessary, the Authority shall have every right to enquire and seek documentary evidence from the Contractor, whether all the statutory dues like ESI, EPF, Minimum Wages, Weekly offs, Bonus, Medical Leave, Workmen Compensation and any other entitlements for which the Contractor is liable to provide, are being paid or not or have been paid or not for a particular period.
- (c) In case of any breach by the Contractor in the payment of such statutory dues not necessarily pertaining to its personnel/employees, the Authority shall be entitled to adjust the same from the Performance Security and pay such statutory dues to the appropriate authority. The Contractor shall replenish the Performance Security within 7 (seven) days of the notice by the Authority. The decision of the Authority in this regard shall be final and binding on the Contractor.

15. PROVISION OF INFRASTRUCTURE:

- (i) The infrastructure to be provided by the Contractor at his own cost for Toll Collection irrespective of the infrastructure available at site.
- (a) Generator/ Standby Generator for power and electricity connection/ for stand by requirement.
- (b) The Authority will hand over Toll Plaza to the Successful Contractor on 'as is where basis'.
- (c) The equipments of all facilities to be provided by the the Contractor.
- (d) All expenses for printing receipts or passes to be issued to users shall be borne by the Contractor. The Contractor shall abide by the instruction of the Authority in the matter of its format or size or language.
- (e) An inventory (along with the condition and present book value) of infrastructural facility /equipment, and all other articles (properties of AUTHORITY only) shall be prepared and duly signed by both the parties at the time of handing over or taking over of the User Fee Plaza(s). All rental articles/equipments shall be returned immediately after handling over the plaza to the Contractor and no rent shall be paid thereafter.
- (f) The Contractor shall abide by all the instructions issued by the Authority from time to time. The Contractor also undertakes to abide by such instructions in order to make the process of User Fee collection simple, faster, and hassle-free by extending necessary cooperation in adopting the technological advancements in the process/work of User Fee collection.

- (g) This is the case of selection of bidder for collection of user fee through fee collecting agency for five years, whatever facilities and maintenance obligations fall within the mandate of the previous Concessionaire, same shall be provided by the fee collecting agency, during five years period.

16. INSURANCE:

- (a) If required under the law for the time being in force, the Contractor shall arrange adequate insurance to cover each of its personnel deployed against any type of accidents, for all the assets owned by the Contractor and cash in the booth, cash in the chest, and cash in transit. The expenditure incurred for procuring such insurance shall be borne by the Contractor alone.
- (b) As per the instruction of the Authority the Contractor shall also arrange adequate Insurance cover at its own cost favoring the Authority, for all the properties handed over by the Authority for comprehensive risk.

17. PERFORMANCE SECURITY:

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

- (i) Bank Guarantee payable at Jaipur and
- (ii) A bank guarantee in favour of Secretary, JDA, payable at Jaipur as per the format enclosed as Schedule-VI prescribed by Authority from any Nationalized/Scheduled Bank for **(an amount equal to three (3) months agreed remittance)**, valid for a period of 76 (Seventy Six) months from the Bid Due Date for the due observance of the terms and conditions contained herein and the performance of its obligation as per the contract to be entered into for 72 (Seventy Two) months. An amount equal to three (03) month agreed remittance which shall be revised in accordance to 10% increment in toll fee as per Gazette notification dated 02.04.2007.

If the successful Bidder desires that the Rs. 1,82,22,000/- (Rupees One Crore Eighty Two Lakhs Twenty Two Thousand Only) should be adjusted towards performance security, then the Bidder has to remit the balance amount towards Performance Security as stated at (a) above in addition to submission of the bank guarantee as stated at (b) above.

- (B) (i) The Authority shall also be competent to utilize the said Performance Security against any loss or damage caused to the property of the Authority by any act of omission and/or commission by the Contractor or its agents and servants or 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.
- (iii) The amounts lying with the Authority towards the Performance Security shall not be adjusted towards installments due to the Authority from the Contractor including the installment for the last month of the contract period.

18. PENALTY FOR CHARGING EXCESS USER FEE:

- (a) In case, it is observed and/or established to the satisfaction of the Authority that the fee collecting agency has charged User Fee in excess of the prescribed rate, the Authority may impose a penalty of an amount equal to fifty times of the actual amount so charged per day for 30 days i.e. (the actual amount charged x 30 days x 50). After three such incidents of levy of penalty for excess charging, the part performance security of an amount equal to 1 (One) months agreed remittance i.e. 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 any installment due under this Contract to the Authority beyond the fixed day (as per clause 8, of SECTION – II), the Authority shall levy a penalty @ 0.2% of due monthly instalment per day for an initial one month delay and @ 0.5% of due monthly instalment per day for further delay beyond one month. Such right would, inter-alia, include the unconditional right of the Authority to terminate the Contract forthwith, without assigning any reasons whatsoever and take over possession of the User Fee Plaza(s) for User Fee collection in any manner the Authority may deem fit. The penalty so levied shall be recovered from the performance guarantee which shall be replenished by the contractor within 10 days from the date of such recovery failing which the contract is liable to be terminated.
- (ii) For the avoidance of doubt, if more than one remittance is delayed and the contractor deposits a lumpsum amount, this will be adjusted following First-in-First-out (FIFO) approach, i.e., the earliest installment due shall be first adjusted along-with the applicable penal interest on the earliest remittance on that date and in a similar manner, the other remittances shall be adjusted. No further interest shall be applicable to the penal interest component. The penal interest shall be simple i.e. shall not be compounded.
- (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 the contract. In case of the contractor has not deposited the remittance of last month on ending of the contract period which is also to be adjusted from the cash performance security, then an additional penal interest @ 0.2% per day for 7 days on the last month remittance shall also be levied.
- (b) If the remittances outstanding including penal interest, if any, on ending of the contract are more than the cash performance security, then the dues to the extent of cash

performance security will be adjusted as provided at Para-(iii) (a) above, following FIFO approach given at Para-(ii) above and the balance including penal interest shall be deposited by the contractor. For the avoidance of doubt, it is clarified that the penal interest will be applicable only on the balance remittances and the penal interest will continue till payment of dues by the contractor.

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

In case of non-compliance of any of the obligations specified in clause-23 (a) to (g), the Authority shall levy penalty @ Rs. 1,00,000 (Rupees One Lakh) per default per month except for Clause 23(e) for which a penalty shall be @Rs 10,000/- per default per month, without prejudice to any other rights of the Authority under this Contract. **However, in case of non-compliance of obligations specified in Clause 23 (h), the authority shall levy a penalty @ Rs. 10,00,000/- 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 the levy of penalty as above, more **than** three defaults in a month under this clause may attract termination under clause 39 (2) of this contract. Before the levy of penalty under this clause, the contractor shall be given a reasonable opportunity to rectify the default. The decision of the Authority concerned or his authorized representative to levy the penalty under this clause shall be final and binding. The penalty so levied shall be recovered from the performance guarantee which shall be replenished by the contractor within 10 days from the date of such recovery failing which the contract is liable to be terminated.

21. OPERATIONAL TRANSPARENCY:

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

22. AUTHORISED REPRESENTATIVE OF THE AUTHORITY:

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

23. OBLIGATIONS OF THE CONTRACTOR:

- (a) The Contractor undertakes the responsibility of the complete job of User Fee collection, maintenance of all records, maintenance of User Fee collection account, maintenance of vehicle type-wise Traffic Data on shift to shift basis, maintaining the cleanliness of User Fee plazas/User Fee collection booths and the surrounding area, etc. and any other duty as may be assigned by the Authority from time to time.
- (b) The Contractor shall make appropriate arrangements for the management of the traffic at its own cost and shall ensure that the processing time for a vehicle at the User Fee counter should not be more than 30 seconds for the purpose of issuing User Fee. All the lanes shall be kept open at all times irrespective of peak or off-peak hours.
- (c) The Contractor specifically undertakes to abide by all the instructions issued by the Authority from time to time on operational matters and further agrees not to raise any dispute against the same including any additional cost that the Contractor may be required to bear to comply with such instructions.
- (d) During the contract period, the contractor shall furnish to the Authority, within 7 (seven) days of completion of each month, a statement of User Fee substantially in the form set forth in Schedule- V (the “Monthly User Fee Statement”). A proper record is to be maintained at the plaza for the purpose of providing such information. **The Contractor shall also submit such information sought by the Authority in such format, as may be prescribed by the Authority from time to time.**
- (e) The Contractor shall weekly send to the Authority, by facsimile or e-mail, a report stating accidents and unusual occurrences on Project road 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 closing of each week and month, as the case may be. For the purposes of this Clause 23 (e) accidents and unusual occurrences on the Road Section shall include:
- (i) Death or injury to any person;
 - (ii) Damaged or dislodged fixed equipment;
 - (iii) any obstruction on the Road Section, which results in slow down of the services being provided by the Contractor;
 - (iv) disablement of any equipment during operation;
 - (v) communication failure affecting the operation of Road Section smoke or fire;
 - (vi) flooding of Road Section; and
 - (vii) such other relevant information as may be required by the Authority.
- (f) The Contractor also agrees to unconditionally abide by such other direction of the Authority issued by the authorized representative on all operational matters under the provisions of this contract.
- (g) The contractor also agrees to abide by the requirement of clause 12 and clause 13 specifically on the deployment of the personnel for the purpose of this Contract.
- (h) The Contractor agrees that maintaining adequate charges/coins and giving correct change to the road users, while paying receiving user fee is his sole responsibility and undertake not to indulge in the wrong practices like giving

Namkeen/coffee/wafer packets, etc, instead of giving change for balance amount to the road users. In case it is found during the surprise check or otherwise, that contractor is giving Namkeen/coffee/wafer packets, etc in lieu of change, the Contractor at his cost shall issue an advertisement in the local newspaper asking the road user to approach the toll Plaza office for getting back the change by returning Namkeen/coffee/wafer packets, etc by showing user fee payment receipt.

- (i) Online payment facilities shall be made available by the contractor at Toll Plaza
- (j) District Administration (Traffic Police Department) has issued a notification dated 31.01.2013, regarding banning of tollable vehicles (Truck, Trailer, Motor Lorries, Buses, Mini Buses and other Machineries like earth excavator) through old existing GhatkiGuni Road. JDA shall not be responsible for any leakage of tollable vehicles from Old GhatkiGuni road and other competitive roads. If such incidents happen then the contractor shall take Police Assistance at his level in light of notification dated 31.01.2013 from Police Department. It will be responsibility of the Agency to all watch and ward to stop any leakage of tollable vehicles from any other road.
- (k) JDA Jaipur has no responsibility to divert the traffic to the GhatkiGuni Tunnel road from any of its competitive road, i.e. Kho Nagorian road, Sumel road, Old GhatkiGuni road, etc.
- (l) New roads can be constructed in the surrounding areas by Govt. as per future requirements, the development activities will not be obstructed.
- (m) No right is given to the Agency to display advertisement in the entire area of the project.
- (n) The Contractor shall be responsible for ensuring that any existing utility on, under or above the Project Site is kept in continuous satisfactory use, if necessary by the use of temporary or permanent diversion.
- (o) Ensure that the Project Site remains free from all encroachments and take all steps necessary to remove encroachment, if any.
- (p) Make payment to Police Department or any Government Agency, if required for the provision of such services as are not provided in the normal course or are available only on Payment.

24 Operation and Maintenance

The Contractor shall operate and maintain the Project/ Project Facility by itself, or through a Contractor and if required, modify, repair or otherwise make improvements to the Project/ Project Facility to comply with Specifications and Standards, and other requirements set forth in this Agreement, good Industry Practice, Applicable Laws and Applicable guidelines / specifications and manufacturer's guidelines and instructions with respect to Toll Plaza. More specifically, the Contractor shall be responsible for

- i. Ensuring smooth and uninterrupted flow of traffic during normal operating conditions.
- ii. Charging, collecting and appropriating Fee (through a computerized system preferably) in accordance with the Fee Notification and this Agreement.
- iii. Minimizing disruption to traffic in the event of accidents or other incidents affecting the safety and use of the Project/ Project Facility by providing a rapid and effective response (including a diversion wherever so necessary) and for this purpose maintaining liaison with emergency services.

- iv. Undertaking routine maintenance including prompt repairs of potholes cracks, concrete joints drains line marking lighting and signage.
- v. Undertaking maintenance works in accordance with the Maintenance Programme.
- vi. Preventing with the assistance of concerned law enforcement agencies where necessary, any unauthorized entry to and exit from the Project.
- vii. Preventing with the assistance of the concerned law enforcement agencies where necessary, any encroachments on the project/ project Site and preserving the right of way of the Project.

25 Maintenance Programme

- a. Not later than forty five (45 days before the beginning of each Accounting Year. The Contractor shall provide to UDH/ JDA Engineer, its proposed programme of preventive and other scheduled maintenance of the Project subject to the Minimum Maintenance Requirement set forth in Schedule 'H' necessary to maintain the Project at all times in conformity with the Specifications and Standards (the Maintenance Programme"). Such Maintenance Programme shall include but not be limited to the following:
 - i. Intervals and procedures for the carrying out of inspection of all elements of the project.
 - ii. Criteria to be adopted for deciding maintenance needs.
 - iii. Preventive maintenance schedule
 - iv. Intervals at which the Contractor shall carry out periodic maintenance and
 - v. Intervals for major maintenance and the scope thereof
- b. Maintenance shall include replacement of equipment, consumables, horticultural maintenance and repairs to equipment, pavements, bridges structures and other civil works which are part of the Project/ Project Facility.
- c. The Contractor shall keep the Project Facility in a clean, tidy and orderly condition free of litter and debris.
- d. The Contractor shall be responsible for the maintenance of the approach roads to and underpasses, overpasses and drainages within the Project Site in accordance with Good industry Practice.

26 Emergency De- commissioning

- a. If, in the reasonable opinion of the Contractor there exists an Emergency which warrants decommissioning and closure to traffic of whole or any part of the Project/ Project Facility the Contractor shall be entitled to de- commission and close the whole or the relevant part of the Project to traffic for so long as such Emergency and the consequences thereof warrant. Provided, however, that such decommissioning will be notified to the UDH/ JDA Engineer promptly. The UDH/JDA Engineer may issue such directions as it may deem appropriate to the Contractor for dealing with such Emergency and the Contractor shall abide by the same.
- b. The Contractor shall re-commission the project/ Project Facility or the affected part thereof as quickly as practicable after the Emergency leading to its de commissioning and closure has ceased to exist.

- c. The Contractor shall not close any part/ lane of the Project/ Project Facility for undertaking maintenance or repair works except with the prior written approval of the UDH/ JDA Engineer. Such approval shall be sought by the Contractor through a written request to be made at least 7 (seven) days before the proposed. C closure of part/ lane 2nd shall be accompanied by particulars indicating the nature and extent of repair work and the arrangements made for safe movement of traffic, the length and section required to be closed and the period of closure. The Contractor shall also furnish particulars indicating the minimum time required for completing such repair work. Within 5 (Five) days of receiving such request, the UDH/JDA Engineer shall grant permission with such modifications as he may deem necessary. Upon receiving such permission, the Contractor shall be entitled to close the part/ lane in accordance with such permission and re open it within the period stipulated in such permission.
- d. Save and except as otherwise expressly provided in this Agreement, if the Project or any part thereof shall suffer any loss or damage during the Concession period, from any cause whatsoever, the Contractor shall, at its cost and expense rectify and remedy such loss or damage in a manner so as to make the Project conform in every respect to the Specifications and Standards, quality and performance as prescribed by this Agreement.
- e. In the event the Contractor does not maintain and / or repair the Project or part thereof upto and in accordance with the Specifications and standards and / or in accordance with the 'Maintenance Programme or the Q&M inspection Report as the case may be and shall have failed to commence remedial works within (30) thirty days of notice in this behalf from the UDH/JDA Engineer, GOR shall without prejudice to its rights/ remedies under this Agreement, including Termination be entitled to undertake cause the repair and maintenance of the project at the risk and cost of the Contractor. The Contractor shall reimburse to GOR within seven days of demand the costs and expenses incurred for undertaking such repairs and maintenance.

27 Monitoring and Supervision during Operations

- a. All works under project in pursuance of this Agreement shall at all times be open to the inspection and supervision by the authorized representative of GOR. The Contractor shall at all the time during the usual working hours and at all other times at which reasonable notice of the intention of the representatives of GOR and/ or GOR to visit the work shall have been given to the Contractor, have a responsible agent/ representative present at the project for that purpose.
- b. The Contractor shall undertake periodic inspection of the Project in accordance with the Maintenance Programme, Specifications and Standards and this Agreement and shall submit report of such inspection (Maintenance Reports) to the Steering Group and the Executive Engineer (RRP-I).
- c. The UDH/JDA Engineer/ Executive Engineer shall undertake periodic (at least once every calendar quarter but once fortnight during monsoon) inspection of the Project jointly with the Contractor to determine the condition of the Project including its compliance or otherwise, the Maintenance Programme, Specifications and Standards and this Agreement and make out a report of such inspection (the O&M Inspection Report) and forward it to the Contractor. Such inspection or submission of O&M inspection compliance Report by the

Contractor shall not relieve or absolve the Contractor of its obligations and liabilities hereunder in any manner whatsoever. Where the remedying of such defects or deficiencies is likely to take more than 30 (thirty) days in accordance with Good Industry Practice, the Contractor shall undertake the works in accordance with such practice and submit progress reports of such works every fortnight and finally the O&M Inspection compliance Report.

28. 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) Monthly remittance of amount due from the Contractor by the prescribed day;
 - v) Checking of data in electronic/soft form;
 - vi) Maintain User Fee Plaza(s) and its appurtenances by the Contractor at his cost and ensure that they are in good running condition;
 - vii) Arrangement for lighting and water are in order;
 - viii) There is no delay to the traffic due to procedure of collection of User Fee and also there is no traffic jam at the User Fee Plaza(s); and
 - ix) Any other check or control as considered appropriate by the Authority including through its authorized representative.

29. REPRESENTATION AND WARRANTIES

29.1 REPRESENTATION AND WARRANTIES OF THE CONTRACTOR

The Contractor declares, represents and warrants as follows:

- 29.1.1 It is duly organized and validly existing under the laws of India, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- 29.1.2 It has taken all necessary corporate actions under Applicable Laws to authorize the execution and delivery of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;
- 29.1.3 It has obtained all necessary internal/external approvals, registrations and certifications required from relevant authorities and other entities for fulfilling its obligations as set out in this Agreement;

- 29.1.4 It has not violated any of the conditions subject to which such approvals, registrations and certifications have been granted or any other applicable regulations and/or guidelines or directives or statutes;
- 29.1.5 It shall ensure that such approvals, registrations and certifications will remain in force, including, by taking prompt steps for timely renewal of the same;
- 29.1.6 It undertakes to continue to comply with all Applicable Laws with respect to its roles/obligations under this Agreement;
- 29.1.7 There are no actions, suits, proceedings, or investigations pending or, to the Contractor's knowledge, at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- 29.1.8 It shall at no time sub-contract any of its obligations under this Agreement without prior permission from the Client. Provided that in case the Contractor proposes to sub-contract any of its obligations under this Agreement, it shall seek written permission along with the details of the activities that it proposes to sub-contract to third parties;

30. FORCE MAJEURE:

(a) NON-FORCE MAJEURE EVENT:

An event (i) which involves diversion of the traffic of any kind, including but not limited to any diversion ordered/implemented by the local authority or any State/Central Government for a period not exceeding 15 days in continuation; or (ii) where the road users opt to access/ travel through the existing alternate free User Fee (toll) roads due to deteriorated road conditions/ maintenance of road section. This may result in the bypassing of User Fee Plaza/ User Fee Collection Booths and the use of any part of the said Section of the Road by the users.

(b) FORCE MAJEURE EVENT:

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

- (i) Publicly declared strike by the registered and recognized association of Transporters exceeding 7 days. The date of going on strike and withdrawal or the start of movement of traffic will be inclusive for the purpose of calculation of 7 days under this clause.
- (ii) Floods/Earthquakes having materially adverse impact i.e. complete blockade of road.
- (iii) Act of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, sabotage, terrorism or act of such threat, or any other political or social event having a material adverse impact on the performance of obligations of the parties thereof.
- (iv) Expropriation, acquisition, confiscation or nationalization of the User Fee collection

- (v) Any change in the law 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 road or any part thereof, exceeding 15 (fifteen) days at a stretch.
- (viii) Any event or circumstances of a nature analogous to the foregoing.

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

(c) PROCEDURE FOR FORCE MAJEURE:

(i) NOTICE:

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

(ii) CONSULTATION AND DUTY TO MITIGATE:

- (1) The Party claiming relief under Force Majeure shall, at its own cost, take reasonable steps to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Contract as soon as reasonably possible. The Parties shall consult with each other to determine the measures to be implemented to minimize the losses of either Party as a result of the Force Majeure event.
- (2) The Party affected by Force Majeure shall keep the other Party informed of such efforts to remedy and make reasonable efforts to mitigate on a continuous basis and shall provide written notice of the resumption of performance hereunder.
- (3) Notwithstanding anything contrary to the specifically stated in this Contract no party shall be relieved of its obligations under this Contract by reason of impossibility of performance or any other circumstance whatsoever not beyond its control.
- (4) Any Party claiming cessation of the event of Force Majeure may if the other party has not served a notice of resumption of performance, give notice to the other party, of cessation of such event, notifying the date of alleged cessation and unless the party to whom such notice is given does not dispute the same within 30 days of the receipt of such notice the Force

Majeure event shall be deemed to have ceased to consequences thereof and shall be deemed to have come to an end on the date so notified.

- (5) The relief under force Majeure will be calculated on the basis of average collection per day, arrived based on the agreed monthly remittance. The difference in collection per day during force majeure and the average amount of collection per day arrived based on the agreed monthly remittance multiplied by the number of days of force majeure will be payable to the contractor.

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

If any event of Force Majeure shall continuously impede or prevent a Party's performance for longer than 60 days from the date of commencement of such Force Majeure Event, the parties shall decide through mutual consultation, either the terms upon which to continue the performance of this Contract or to terminate this Contract by mutual consent. If the parties are unable to agree on such terms or to terminate the Contract by mutual consent within 90 days from the date of commencement of such Force Majeure event, either Party may issue a Notice to terminate this Contract.

- (iv) The Authority on behalf of the Authority is authorized specifically to settle claims for force majeure events.

31. DISPUTE RESOLUTION

Any disputes or differences of whatsoever nature between the parties arising out of in connection to this Agreement, in particular, the matters shall be referred to the Authority for the redressal as under:

31.1 STEERING GROUP

“Steering group comprising of JDC (Chair person), Director (Project), Additional Chief Engineer Concerned, Superintending Engineer Concerned and Executive Engineer having territorial jurisdiction of project site or Engineer – in –charge, if appointed (UDH/JDA Engineer), Contractor or his authorized representative, representative of lending financial institution and representative of Collector of the district not below the rank of ADM will be constituted for each project by GOR through an official order.”

31.2 AMICABLE RESOLUTION

- (a) Stage-1: Save where expressly stated otherwise in this Agreement, any dispute, difference or controversy of whatever nature howsoever arising under, out of or in relation to this Agreement including in completion of the project between the parties and so notified in writing by either party to the other (the “Dispute”) in the first instance shall be attempted to be resolved amicably by the Steering Group and failing resolution of the same in accordance with the procedure set forth in sub article (b) below. Provided that any change in Concession Period would be effected only with prior approval of GOR.

(b) Stage-2: Either party may refer the dispute to the Standing Committee for settlement of dispute (herein after referred as Standing committee) , which would consist of the following:

- i. Principal Secretary, UDH, GOR
- ii. Jaipur Development Commissioner
- iii. Finance Secretary or this nominee, not below the rank of Deputy Secretary
- iv. Law Secretary or his nominee, not below the rank of Joint Legal Remembrance
- v. Chief Engineer Cum Addl Secretary UDH/ Director (Project), JDA
- vi. Chief Engineer Concerned (Member Secretary)

Upon such reference, standing committee shall meet within 90 days of such reference and attempt to resolve the Dispute.

(c) Stage-3: If the dispute is not settled within 6 months, the Contractor may refer the dispute to Empowered Committee for final settlement. The decision of the Empowered Committee will be full & final & binding on both the parties.

32. 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.

33. BREACH:

Any breach of the terms and conditions herein contained in this Contract, which may or may not, cause any financial loss to the Authority shall attract immediate unilateral termination of this Contract by the Authority **with forfeiture of entire security deposit subject to adjustment of all dues alongwith debarment from participating in bidding in any procurement process undertaken by JDA, Jaipur for a period not exceeding three years under section 46(4) of the RTPP Act, 2012**, notwithstanding anything contrary contained in any of the Clauses in this Contract.

34. 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.

35. ASSIGNMENT:

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

36. 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.

37. 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.

38. 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.

39. TERMINATION:

(1) The Authority shall be entitled to terminate this Contract once the decision is taken to transfer the road section to any time after giving notice to the Contractor as under in writing and in that event, the Contractor shall not be entitled to any claim or any compensation whatsoever on account of such termination.

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

(i) By giving fourteen (14) days prior notice in writing,

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

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

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

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

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

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

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

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

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

40. DECISION OF AUTHORITY: FINAL AND BINDING

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

41. 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.

42. STAMPING AND ENGROSSING:

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

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

43. AMENDMENT:

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

44. INDEMNIFICATION

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

45. CONFIDENTIALITY

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

46. LANGUAGE

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

47. GOVERNING LAW AND JURISDICTION

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

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

For and on behalf of

For and on behalf of

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

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

In the presence of

In the presence of

1. Signature:
Name:
Address:

1. Signature:
Name:
Address:

2. Signature:
Name:
Address:

2. Signature:
Name:
Address:

** Contractor must affix its seal.*

SCHEDULE – I

Fee Rates applicable for year 2023-2024 & 2024-2025 are as below:

Sl No	Type of vehicles	Fee rate for vehicle for one way trip (in rupees)	Fee rate for vehicles for return trip in a day (in rupees)
(1)	(2)	(3)	(4)
1.	Motor Lorries, Buses, Mini Buses and other heavy machinery e.g. earthmoving machinery	85.00	130.00
2.	Trucks with registered laden weight upto 05(Five) Tonnes	110.00	165.00
3.	Trucks with registered laden weight more than 05(Five) Tonnes	170.00	255.00
4.	Multi-axle trucks/trailers	275.00	415.00

Note :

- (1) Tractor with Trollies carrying non-agricultural produce, Tempo, Cars, Taxies, Private Cars, Jeeps are exempted from Toll Tax.
- (2) The Toll Rates from the Project Road users are to be charged as mentioned in schedule (Rate of Fee). These rates will be same till date 31.03.2025. This schedule of rates is to be increased by 10% after every two years rounded off to the nearest multiple of Rs. 5/-
- (3) The notification in Rajasthan Gazette dated 02.04.2007 shall be applicable as base for charging of Toll fee.
- (4) The notification in Rajasthan Gazette (extraordinary) dated 23.01.2013 shall be applicable as base for charging of Toll fee as specified in Schedule (Rate of Fee).

SCHEDULE – II

(Schedule ‘H’)

(See Clause 25)

MAINTENANCE PROGRAMME

1. MAINTENANCE REQUIREMENTS

- 1.1 The Contractor shall, at all times, operate and maintain the Project Highway in accordance with the provision of the Agreement, Applicable Laws and Applicable Permits. In Particular, the Contractor shall, at all times during the Operation Period conform to the maintenance requirements set forth in this Schedule ‘H’ (the “Maintenance Program”)
- 1.2 The Contractor shall repair or rectify any defect or deficiency set forth in Paragraph 2 of this Schedule ‘H’ within the time limit specified therein and any failure in this behalf shall constitute a breach of the Agreement. Upon occurrence of any breach hereunder the Authority shall be entitled to recover Damages as set forth in Clause 25 to 27 of the Agreement, without prejudice to the rights of the Authority under the Agreement including Termination thereof.

2. REPAIR/RECTIFICATION OF DEFECTS AND DEFICIENCIES

The obligations of the Contractor in respect of Maintenance Requirements shall include repair and rectification of the defects and deficiencies specified in Annex-1 of this Schedule –H within the time limit set forth therein.

3. OTHER DEFECTS AND DEFICIENCIES

- 3.1 Respect of any defect or deficiency not specified in Annex-1 of this Schedule –H, the Contractor shall undertake repair or rectification in accordance with good industry practice.
- 3.2 In respect of any defect or deficiency not specified in Annex-1 of this Schedule –H, the JDA Engineer/ Executive Engineer may, in conformity with Good Industry Practice specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Contractor within the time limit specified by the JDA Engineer/ Executive Engineer.

4. EXTENSION OF TIME LIMIT

Notwithstanding anything to the contrary specified in this Schedule-H if the nature and extent of any defect or deficiency justifies more time for its repair or rectification than the time specified herein the Contractor shall be entitled to additional time in conformity with Good Industry practice such additional time shall be determined by the JDA Engineer/ Executive Engineer and conveyed to the Contractor.

5. EMERGENCY REPAIRS/RESTORETION

Notwithstanding anything to the contrary contained in this Schedule-H, if any defect deficiency or deterioration in the Project Road poses danger to the life or property of the Users thereof, the Contractor shall promptly take all reasonable measures for eliminating or minimizing such danger.

6. DALY INSPECTION BY THE CONTRACTOR

The Contractor shall through its engineer, undertake a daily visual inspection of the Project Road and maintain a record thereof in a register to be kept in such from and manner as the JDA Engineer/ Executive Engineer may specify. Such record shall be kept in safe custody of the Contractor and shall be open to inspection by the Authority.

7. DIVESTMENT REQUIRMENTS

All defects and deficiencies specified in this Schedule-H shall be repaired and rectified by the Contractor so that the Project Road conforms to the Maintenance Requirements.

8. Display of Schedule-H

The Contractor shall display a copy of this Schedule-H at the Toll Plaza(s) along with the Complaint Register.

(Schedule 'H')

REPAIR/RECTIFICATION OF DEFECTS AND DEFICIENCIES

The Contractor shall repair and rectify the defects and deficiencies specified in this Schedule within the time limit set forth herein

Nature of defect or deficiency Time limit for

Repair/rectification.

ROADS

(a) Carriageway and paved shoulders

- | | | | |
|--------|---|---|---|
| (i) | Breach or blockade | - | Temporary restoration of traffic within 2 hours, permanent restoration within 15 days |
| (ii) | Roughness value exceeding 2500 mm in a stretch of 1 km (as measured by a standardized rough meter/ bump integrator) | - | 180 day |
| (iii) | Pot holes | - | 48 hours |
| (iv) | Cracking in more than 5% of road surface in stretch of 1km | - | 30 days |
| (v) | Rutting 10mm in more than 2% of road surface in stretch of 1km (measured with 3m straight edge) | - | 30 days |
| (vi) | Bleeding/ skidding | - | 7 days |
| (vii) | Raveling/ Stripping of bitumen surface exceeding 10 sqm | - | 15 days |
| (viii) | Damage to pavement edges exceeding 10cm | - | 15 days |
| (ix) | Removal of derris | - | 6 hours |

(b) Hard/earth shoulders, side slopes, drains and culverts

- | | | | |
|-------|--|---|---------|
| (i) | Variation by more than 2% in the prescribed slope of camber/cross fall | - | 30 days |
| (ii) | Edge drop at shoulders exceeding 40 mm | - | 7 days |
| (iii) | Variation by more than 15% in the prescribed side (embankment) slopes | - | 30 days |
| (iv) | Rain cuts/ gullies in slope | - | 7 days |
| (v) | Damage to or silting of culverts and side drains during and | - | 7 days |

	immediately preceding the rainy season		
(vi)	Delisting of drains in urban/ semi- urban areas	-	48 hours
(c)	Road side furniture including road signs and pavement marking		
(i)	Damage to shape or position poor visibility or loss of retro reflectivity	-	48 hours
(d)	Street lighting and telecom (A TMS)		
(i)	Any major failure of the system	-	24 hours
(ii)	Faults and minor failures	-	8 hours
(e)	Trees and plantation		
(i)	Obstruction in a minimum head room of 5m above carriageway or obstruction in visibility of road signs	-	24 hours
(ii)	Deterioration in health of trees and bushes	-	Timely watering and treatment
(iii)	Replacement of trees and bushes	-	90 days
(iv)	Removal of vegetation affecting sight line and road structures	-	15 days
(f)	Rest areas		
(i)	Cleaning of toilets	-	Every 4 hours
(ii)	Defects in electrical, water and sanitary installations	-	24 hours
(f)	Toll Plaza		
(i)	Failure of toll collection equipment	-	8 hours
(ii)	Damage to toll plaza	-	7 days
(g)	Other project Facilities and Approach roads		
(i)	Damage or deterioration in Approach Roads, [Pedestrian facilities truck lay bys, bus-bays, bus shelters, cattle crossings, Traffic Aid posts, Medical Aid posts and other works]	-	15 days
(h)	Painting inside the tunnel, on retaining wall, entry/exit gate of tunnel, road marking paint(thermoplastic paint) etc.	-	After every 3 months
(i)	Renewal/Strengthening of BT road within the Project area	-	Whenever Required
(j)	Repair/strengthening of rigid pavement within the area alongwith filling of joints	-	Whenever Required

(k) Maintenance of Ventilating Shafts/SOS/Power Triangle/Fountain/lights in tunnel area

- Round the Clock

BRIDGES

(a) Superstructure of bridges

- (i) Cracks
 - Temporary measures - Within 48 hours
 - Permanent measures - Within 45 days
- (ii) Spalling/ scaling - 15 days

(b) Foundations of bridges

- (i) Scouring and/ or cavitation - 15 days

(c) Piers, abutments, return walls and wing walls of bridges

- (i) Cracks and damages including settlement and tilting - 30 days

(d) Bearings (metallic) of bridges

- (i) Deformation - 15 days

(e) Joints in bridges

- (i) Loosening and malfunctioning of joints - 15 days

(f) Other items relating to bridges

- (i) Deforming of pads in elastomeric bearings - 7 days
- (ii) Gathering of dirt in bearings and joints or clogging of spouts weep holes and vent holes - 3 days
- (iii) Damage or deterioration in parapets and handrails - 3 days
- (iv) Rain cuts or erosion of banks of the side slopes of approaches - 15 days
- (v) Damage to wearing coat - 15 days
- (vi) Damage or deterioration in approach slabs, pitching, apron, toes, floor or guide bunds - 30 days
- (vii) Growth of vegetation affecting the structure or obstructing the waterway - 15 days

Schedule- III- Key Personnel

[Reference clause 12 &13 of Appendix - IV]

Key Personnel

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

SI No	Designation at Plaza	No. per lane	No per shift (for all lanes)	Nos. deployed on all Plazas (for all shifts)	Essential Qualification
					from paramilitary forces also and the at least a diploma in computer application or equivalent from any govt. recognized institute in India
2.	Accountant			Total 1	Graduate in any discipline with a minimum of 5 years post qualification experience in any govt or. private organization of repute
3.	Toll Collector			Total 18	12th pass from any recognized board in India or retired defense personnel with operational knowledge of computers.
4.	Toll Attendant			Total 3	12th pass from any recognized board in India or retired defense personnel.
5.	Barrier man			Total 3	12th pass from any recognized board in India or retired defense personnel
6.	Channelizer			0	12th pass from any recognized board in India or retired defense personnel
7.	Gunman			Total 3	Retired defense personnel only.
8.	Electrician			Total 1	10th Standard pass from any recognized board of India with knowledge of the relevant field.
9.	Safaiwala			Total 1	Experience in the relevant field.
10.	Peon			Total 3	8th standard pass.
11.	Total			37	

* The above requirement of staff is minimum for all Toll plaza. The bidder shall confirm the actual number of the requirement of other staff.

Schedule- IV

[Reference Clause 13 (b) of Appendix IV]

FORMAT FOR DETAILS OF PERSONNEL TO BE DEPLOYED AT

.toll plaza

(To be submitted after signing of the contract)

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.	AADHAR card number
1.	Plaza Manager						
2	Security Officer						
3	Accounts Officer						
4	Shift Incharge						
5	User Fee Inspectors						
6	Accountant						
7	Astt. Accountant						
8	Toll Collector						
9	Toll Attendant						
10	Barrier man						
11	Channelizer						
12	Gunman						
13	Electrician						
14	Safaiwala						
15	Peon						

Schedule-V

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

MONTHLY USER FEE COLLECTION STATEMENT- PART-A

Sl. No.	Type of Vehicles as per notification provisions	Amount of User Fee collected through Tickets		User Fee collected through Passes		Total amount Collected		Total amount Deposited		Remarks
		For the month	Cumulative	For the month	Cumulative	For the month	Cumulative	For the month	Cumulative	
1.	Motor Lorries, Buses, Mini Buses and other heavy machinery e.g. earthmoving machinery									
2.	Trucks with registered laden weight upto 05(Five) Tonnes									
3.	Trucks with registered laden weight more than 05(Five) Tonnes									
4.	Multi-axle trucks/trailers									
Total										

Schedule-V

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

MONTHLY USER FEE COLLECTION STATEMENT- PART-B

No of monthly passes	Motor Lorries, Buses, Mini Buses and other heavy machinery e.g. earthmoving machinery	Trucks with registered laden weight upto 05(Five) Tonnes	Trucks with registered laden weight more than 05(Five) Tonnes	Multi-axle trucks/trailers	Total
Type of Vehicles as per notification	Motor Lorries, Buses, Mini Buses and other heavy machinery e.g. earthmoving machinery	Trucks with registered laden weight upto 05(Five) Tonnes	Trucks with registered laden weight more than 05(Five) Tonnes	Multi-axle trucks/trailers	Total
	Nos	Nos	Nos	Nos	Nos
All types of single Entry					
Multiple entry					
Re-usage of Multiple Entry ticket					
Re-usage of Monthly passes					
Exempted etc.					
Grand Total					

Schedule- VI

(Format of Bank Guarantee)

(Reference Clause – 2.18.1)

Format for Bank Guarantee for Performance Security

BANK GUARANTEE FOR PERFORMANCE SECURITY

To

**Executive Engineer (RRP-I),
Jaipur Development Authority,
Jaipur, Rajasthan.**

In consideration of “JAIPUR DEVELOPMENT AUTHORITY, JAIPUR” represented by its Executive Engineer (RRP-I) and having its principal offices at Ramkishor Vyas Bhavan, Indra Circle, JLN marg-302004(hereinafter referred as the “Authority”, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s Having its office at (Hereinafter referred to as the “Contractor” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by the issue of Authority’s Letter of Acceptance No..... dated and the same having been unequivocally accepted by the Contractor, resulting in a Contract valued at Rs...../- (Rupees) excluding Goods and Service Tax for “.....” (Hereinafter called the “Contract”), and the Contractor has agreed to furnish a Bank Guarantee to the as Authority as “Performance Security as stipulated by the Authority in the said contract for the performance of the above Contract amounting to Rs...../- (Rupees).

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

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

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

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

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

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

Notwithstanding anything contained herein,

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

(Signature of the Authorised Official)

(Name & Designation with Bank Stamp)

NOTE:

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

Schedule VII

FORM OF LETTER OF ACCEPTANCE (LOA)

No:

Date:

To,

Sub:Collection of User Fee through User Fee Collecting Agency on the basis of Competitive Bidding at Toll Plaza situated on "**Alternate route to GhatkiGuni via tunnel through Jhalana Hills to connect with NH-11 (Agra Road), Jaipur**".

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

Dear Sir,

Your Bid quoting an Annual Remittance ofRs._____ (Rupees _____) exclusive of TCS, any Tax and service charge, as applicable for engagement as the user fee collecting agency for collection of User Fee on the basis of competitive bidding at **Toll Plazas for Project "Alternate route to GhatkiGuni via tunnel through Jhalana Hills to connect with NH-11 (Agra Road), Jaipur"**(hereinafter referred to as the said section of the Road) has been accepted by the competent authority of the AUTHORITY on the terms and conditions of Contract forming part of the Bidding Documents.

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

The Bid Security shall be forfeited by the Authority, in case you fail within the specified period to furnish the required Performance Security. You shall also be required to sign the contract within 15 (Fifteen days) from the date of receipt of the Performance Security and on failure to do so, the entire Performance Security including Bid Security and bank guarantee shall be liable to be forfeited and invoked. In the event of your failure to submit the Performance Security, the Letter of Acceptance for the award of contract in your favour shall automatically be terminated without further notice. In such a case, your engagement shall forthwith automatically stand terminated, and thereupon, without prejudice to any other rights and remedies of the Authority, the Authority shall be entitled to appoint another Contractor at your risk as to costs and consequences.

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

Thanking you,

Yours faithfully

**Executive Engineer (RRP-I),
Jaipur Development Authority,
Jaipur, Rajasthan.**

(Signature)

Name:-

Designation:

Place:-&Dated

Accepted unconditionally including the draft of the contract.

(Signature)**

Name:-

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

Designation:

Place:-

Dated:-

*** Please affix the common seal.**

Schedule VIII

Form for Financial bidding

To
Executive Engineer (RRP-I),
Jaipur Development Authority,
Jaipur, Rajasthan.

SELECTION OF BIDDER FOR OPERATION, MAINTENANCE & COLLECTION OF USER FEE(TOLL FEE) THROUGH FEE COLLECTING AGENCY ON THE BASIS OF COMPETITIVE BIDDING THROUGH E-PROCUREMENT PROCESS FOR THE FOLLOWING ROAD”

S. No.	Name of Road	Toll Plaza Location
1	Alternate route to GhatkiGuni via tunnel&through Jhalana Hills connectingNH-11 (Agra Road), Jaipur km 0+100 (Jawahar Nagar Bypass) to 2+850 (Agra Road)	Ch. Km 0+500 Near Naval Kishor Sharma circle at Jaipur Agra Road, Jhalana hills, Jaipur

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 road during the said period. The offer/bid is unconditional and unqualified.

Name of Firm:

- Financial Bidding format is proposed as under:

S.No	Period	Total amount Payable by the bidder to the Authority (In Rs)	Amount to be paid per month latest by 5th of every month
1	72 Months	(a) In figures _____ (b) In words _____	(a) In figures _____ (b) In words _____

- It is proposed to fix the sole criteria of bidding as the max remittance amount to be paid to JDA over and above Rs 91.11 Crores in six years (72 months).
- The remittance amount shall be paid by the bidder on monthly basis (Total amount quoted/72) latest by 5th of every month by way of RTGS drawn in favour of Secretary, JDA, Jaipur
- It is proposed that the Authority shall levy a penalty @0.20% of due monthly installment per day for an initial one month delay and @0.50 % of due monthly installment per day for further delay beyond one month

- The amount quoted above shall be exclusive of TCS. Any tax and service charge, as applicable, shall be borne by the bidder over and above the quoted amount.

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

(Signature of the authorized representative of the Bidder)

Name of Authorized Representative:

Name of Bidder Firm:

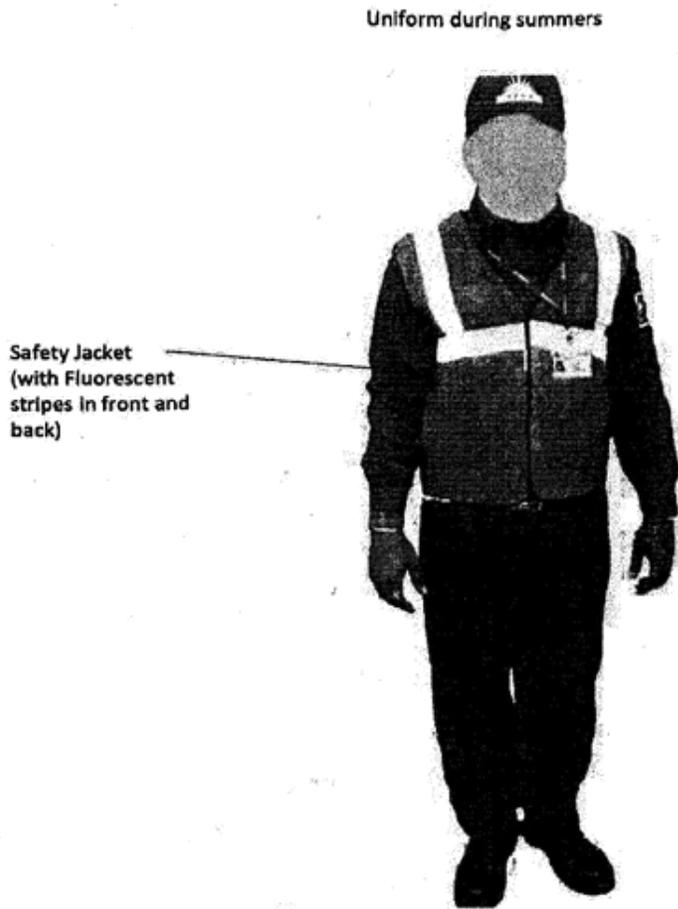
Date:

Place:

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

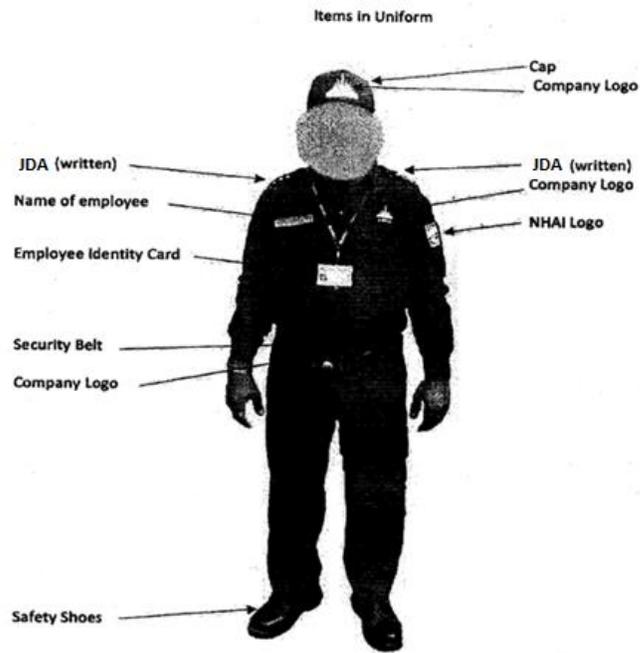
1. Prescribed uniform for all toll plaza staff, Do's & Don't display board and user fee receipts shall be as under:
 - I. The color of the uniform shall be navy blue.
 - II. The sample photographs of the uniform are enclosed at Annexure-I which shall contain the following.
 - a) Sports cap (with logo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

- II. Besides the name of JDA, Jaipur on the user fee receipts, name of toll collection contractor shall be written on receipt.
 - III. The size of the receipt shall be strictly 5"x3" (8cmx12cm).
 - IV. Each line of the receipt shall have the same font size.
4. The Contractor shall send a compliance report within 7 days of the start of toll collection on the above 3 issues for toll plazas under his jurisdiction along with photographs of each toll plaza to the Authority.



Uniform (from back side)





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

Uniform during winters (with safety jacket)



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

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

Display Boards to be put on Toll Booth of Project

JDA, Jaipur, Name of user fee collection Contractor

Toll Plaza Name (Chainage& Road section)

Toll Fee for stretch from Km..... to Km..... of road section

User Fee effective Period :

S. No.	Category of vehicles	One way trip	Return trip in a day
1.	Motor Lorries, Buses, Mini Buses and other heavy machinery e.g. earthmoving machinery	85.00	130.00
2.	Trucks with registered laden weight upto 05(Five) Tonnes	110.00	165.00
3.	Trucks with registered laden weight more than 05(Five) Tonnes	170.00	255.00
4.	Multi-axle trucks/trailers	275.00	415.00

Front SideBack Side

Jaipur Development Authority
Name of Contractor& lead promoter
or User Fee Collection Contractor

Toll plaza Name* -----(Km ---- on road-----)

Section -----
(Km ----- on road-----)

Ticket No.* -----

Booth & Operator No.* -----

Date & Time **-----

Vehicle No. **-----

Type of vehicle*** -----

Type of Journey ***-----

Fee** Rs. -----
Only for overloaded vehicle

Standard Wt. of vehicle**;

Actual Wt. of vehicle ***;

Overloaded vehicle fee : Rs. -----
[BAR COAD]**

Help line no.....

“WISH YOU SAFE & HAPPY HOURNEY!”

Helpline Number :

Ambulance Contact Number -----
-

Crane Contact Number -----

Road patrol vehicle contact Number -----

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

For complaints and suggestions, please contact :

1. Toll plaza manager Sh.-----
Mob: -----
Email: -----

2. Executive Engineer (RRP-I)
Mob-----
Email -----

- * Pre- Printed
- ** Automatic generation by booth computer
- *** Entered by booth operator

Validate

Print

Help

Item Rate BoQ

Tender Inviting Authority: JAIPUR DEVELOPMENT AUTHORITY, JAIPUR

Name of Work: Operation, Maintenance and Collection of user fee (toll fee) at designated Toll Plaza under Alternate route to Ghat Ki Guni via tunnel and through Jhalana Hill connection NH-11 (Agra Road), Jaipur in the State of Rajasthan

Contract No: JDA/EE(RRP-1)/2024-25/NIB-4

Name of the Bidder/ Bidding Firm / Company :							
PRICE SCHEDULE							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
Sl. No.	Item Description	Quantity	Units	Estimated Rate	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT With Taxes	TOTAL AMOUNT In Words
1.01	Operation, Maintenance and Collection of user fee (toll fee) at designated Toll Plaza under Alternate route to Ghat Ki Guni via tunnel and through Jhalana Hill connection NH-11 (Agra Road), Jaipur in the State of Rajasthan (for 72 Months)	1.000	Each	911100000.00		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words			INR Zero Only				